



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

June 13, 2017 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

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

Maggie Paluch Acting City Manager
Lauren Truitt City Attorney
Rachel Hughs City Clerk

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation of Mayor's Committee on Aging. (Jesse Carr, Chairman of the Board)

2. Presentation of the Quarterly Report for Otero County Economic Development Council (OCEDC).
(Mike Espiritu, President & CEO)

PUBLIC COMMENTS

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

3. Approve the minutes for the May 23, 2017 Regular meeting. (Rachel Hughs, City Clerk)
4. Approve the statements related to the Executive Session held on May 23, 2017. (Rachel Hughs, City Clerk)
5. Consider, and act upon, award of RFP No. 2017-003, On-Call Water Well Services, to Statewide Drilling, Inc. (Bob Johnson, Engineering Manager)
6. Consider, and act upon, approval of Change Order No. 3 in the amount of \$39,828.01, including NMGR, to CSW Contractors, Inc. related to the Rehab Effluent Storage Ponds - Desert Lakes Golf Course project. (Bob Johnson, Engineering Manager)
7. Consider, and act upon a request for water service outside of City limits on North Scenic Drive. (Brian Cesar, Public Works Director)
8. Consider, and act upon, the approval of Resolution No. 2017-17 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of June 13, 2017. (Kathy Gilsdorf, Budget Analyst) **(Roll Call Vote required)**
9. Consider and act upon granting a waiver of the permit fee for a Special Fireworks Display permit for the July 4th Fireworks Display at the New Mexico Museum of Space History property. (Rachel Hughs, City Clerk)
10. Consider and act upon new agreement with Grant Dalpes d/b/a G&L Golf Services. (Lauren Truitt, City Attorney)

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARINGS

11. Consider, and act upon, Ordinance No. 1540 for first publication for a map amendment to the official zoning map of the City of Alamogordo to rezone the property with the legal description Alamo Blocks BLK 84 LT 17 PT of, LT 18 PT, of LT 19 PT of. located within the 1100 block of North Florida Ave. from R-4 Multiple Family Dwelling to C-3 Business. Case Z-2017-0003(A) 801 E 10th St. First Assembly of God Church. (Darron Williams, City Planner) **(Roll Call Required)**

UNFINISHED BUSINESS

12. Outside Agency funding update for FY18 Final Budget. (Julianne Hall, Finance Director)

13. Discussion and possible action on Section 28-03-005 Alamogordo Municipal Code - Availability of water and sewer service.

NEW BUSINESS

14. Consider, and act upon, Resolution No. 2017-15 giving Community Services and City Manager authority to set Leisure Service and Civic Center Fees. (*Lauren Truitt, City Attorney*) **(Roll Call Required)**

15. Consider, and act upon, first publication of Ordinance No. 1538 amending Section 24-01-150 of the Code of Ordinances regarding penalty assessment misdemeanors. (*Lauren Truitt, City Attorney*) **(Roll Call Required)**

16. Consider, and act upon first publication of Ordinance No. 1539 amending Section 2-01-030, The City of Alamogordo Code of Ordinances Regarding Administrative Fees. (*Darron Williams, City Planner*) **(Roll Call Required)**

17. Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY 18 contract for Direct Purchase of Services for senior programs. (*Veronica Ortega, Community Services Director*)

18. Consider and act upon Resolution No. 2017-16 declaring the building or structure, or the premises located at 1507 Rockwood, Alamogordo, New Mexico, to be ruined, damaged and dilapidated to be a menace to the public comfort, health, peace or safety, and ordering its abatement. (*Lauren Truitt, City Attorney and Jim LeClair, Fire Chief*) **(Roll Call Required)**

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

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 05/30/2017

Report No: 1.

Submitted By: Britney Courtier

Subject: Presentation of Mayor's Committee on Aging. (*Jesse Carr, Chairman of the Board*)

Fiscal Impact:

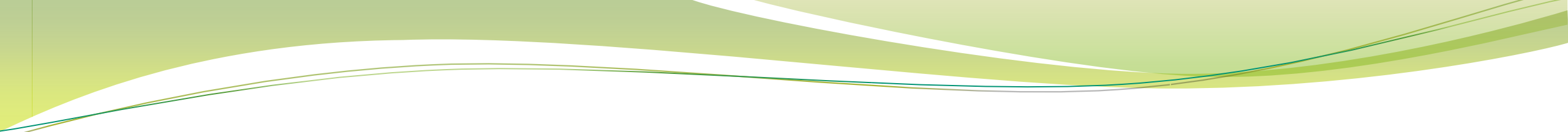
Amount Budgeted:

Fund:

Additional Fiscal Impact:

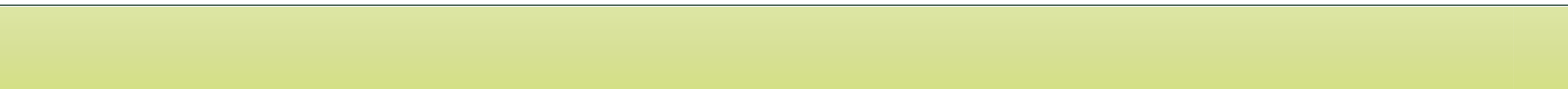
Recommendation: Presentation

Background: Presentation on the Mayor's Committee on Aging to include past topics of discussion and future goals.



Mayor's Committee on Aging

By Jesse Carr
Chairman of the Board
& Britney Courtier
Administrative Assistant



Agenda

- Overview of the Alamo Senior Center
- Purpose of the Mayor's Committee on Aging (MCoA)
- MCoA Membership
- MCoA: Past topics of discussion
- Future goals of the MCoA
- Conclusion

Alamo Senior Center Overview:

The Senior Center offers a wide array of services and activities for seniors age 60 and above:

- The Home-Delivered Meal program serves a daily average of 130 lunches to Alamogordo's homebound population.
- A daily average of 160 lunches are served in the Senior Center's congregate setting.
- Our Fitness Center offers over 26 senior-focused classes that are taught by volunteers. There is also a wide array of state-of-the-art fitness equipment to include treadmills, elliptical machines, weight equipment, etc.
- The Senior Center provides important socialization opportunities and many activities to include Bingo, lapidary, shuffleboard, billiards, art, quilting, and Friday evening dances.
- The Senior Center provides transportation to and from the Senior Center for our regular members. Additional services include transportation to doctor appointments, the grocery store, commodity distribution, and even field trips to area attractions.

Purpose of the Mayor's Committee on Aging:

- To assume an advocacy role for Alamogordo seniors;
- To assist in identifying the needs, problems, and concerns of seniors in Alamogordo;
- To assist in identifying resources for meeting senior needs;
- To advise and make recommendations to the Mayor, City Commission, ASC Director, and appropriate organizations regarding senior issues;
- To work with other agencies for the purpose of coordinating resources for seniors;
- To review and comment on ASC funding proposals;
- To assist the Senior Center in reaching out to isolated seniors;
- To assist in monitoring service providers and service delivery at the Senior Center;
- To make presentations at Alamogordo legislative meetings pertaining to senior needs;
- To assist in the recruitment of volunteers to meet senior needs

MCoA Membership

- The MCoA shall consist of 7 regular members. Currently, there are 4 active members and 3 vacancies.
- Only one member may be under the age of 60.
- No more than two members may reside outside of City limits.

Mayor's Committee on Aging:

Past topics of discussion:

Over the past several years, the MCoA has undertaken a wide variety of senior- focused issues to include:

- Dangers of impaired driving to include driving under the influence of medications or diabetic seniors who drive without insulin.
- Senior Hunger – At the time, New Mexico was ranked #2 in senior hunger
- “Transfer on death” registrations for New Mexico vehicles
- User-friendly waste disposal units
- Senior Driving –When is it necessary to revoke a senior’s drivers license?
- The absence of a right-turn lane on Westbound Indian Wells when turning onto Puerto Rico Avenue

MCoA: Future Goals

- The Committee would like to collaborate with other senior-focused agencies throughout the community.
- In an effort to increase visibility and awareness of the MCoA, the Committee is exploring the possibility of holding meetings at other locations around town.
- The MCoA hopes to “tackle” a very important resource that is currently lacking in our community: **out-of-town medical transportation.**

Conclusion

- The staff of the Alamo Senior Center is as fine or finer than any I have ever worked with anywhere. They perform their duties with love and care for all they serve.
- I would like the MCoA to reach higher by not just serving those who come to the Senior Center but also including all seniors in Alamogordo through the churches and public and private organizations.
- My wife and I serve for many reasons, but mostly because of a scripture from the Book of Mormon that we found years ago and strive to live by:
- “And behold, I tell you these things that ye may learn wisdom; that ye may learn that when ye are in the service of your fellow beings ye are only in the service of God.” –Mosiah 2:17

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 05/30/2017

Report No: 2.

Submitted By: Rachel Hughs

Subject: Presentation of the Quarterly Report for Otero County Economic Development Council (OCEDC).
(Mike Espiritu, President & CEO)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

As per the agreement (Section 1.2.six), which was signed July 28, 2015, OCEDC is required to give a brief presentation of their Quarterly Report to the Commission.



City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 4/19/17

Date of Meeting: May 23, 2017

Name: Mike Espiritu - OCEDC

Address: 1301 n. White Sands Blvd

Alamogordo ZIP 88310

Phone Number: (575) 434-5882

E-Mail Address: Ocedc@alamogordo.com

Item requested will be for: (Please check one)

☐ Information only

☐ Action Item

☐ Discussion/Action

☐ Public Hearing

☒ Quarterly
Report

☐ Other: _____

Brief description of topic to be discussed:

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

We do not allow handouts at the meeting

OCEDC providing Quarterly Report.

Signature: Laurie Anderson

Please return to:

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

Phone: (575) 439-4205

Fax: (575) 439-4396

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

Revised 3/15/2016

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/07/2017

Report No: 3.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the May 23, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
May 23, 2017**

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

**AL HERNANDEZ, MAYOR PRO-TEM
ERICA MARTIN, COMMISSIONER
MAGGIE PALUCH, ACTING CITY MANAGER
LAUREN TRUITT, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

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

Mayor Pro-Tem Hernandez called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. Mayor Boss, Commissioner Turnbull and Commissioner Martin were absent. Clerk Hughs announced there was a quorum present. Invocation was given by Pastor Dwight Harp and the Pledge of Allegiance was led by Commissioner Sikes.

APPROVAL OF AGENDA

**Commissioner Baldwin moved to approve the agenda.
Commissioner Sikes seconded the motion. Motion carried with a vote of 4-0-0.**

PRESENTATIONS

1. Presentation on Holloman's Big Give 10th Anniversary. (*Sargent Warren Spearman*)

Sargent Spearman spoke on the Holloman Big Give. He said the Big Give is made up of recreational teams that help with various needs in the community. He announced this year there will be 35 teams helping the Tularosa Basin area. He invited the Commission and community to a Music Fest on June 29th out at Holloman Air Force Base.

PUBLIC COMMENT

Beth Crabb spoke in the City Manager's report section.

CITY MANAGER'S REPORT

Acting City Manager Maggie Paluch made the following remarks:

1. She gave an update on the First and Florida project. Contractors will begin to pave South Florida Ave next week, then move on to pave First Street. In July traffic will move to the paved lanes and begin work on the other side of First Street. The project will be complete in November.
2. She announced the Corp of Engineers permit for the restoration of Bonito Lake has been approved. Bid for construction will go to the public for in July with Commission approval in August. The campground will be used as a staging area for a portion of the project and will remain closed for the entire duration of the project for the next two years.
3. She gave a shout out to Cynthia Quairola from the Purchasing Dept. for her great skills on eBay. She has sold over \$135,000 of surplus equipment and capital. The funds from the sales are returned to the departments where the equipment was from.
4. She announced the first Fourth Friday this week. Admission is free, the event is from 6 pm- 10 pm. Homegrown Boys is the band playing and the Beauty and the Beast is the movie that will be shown.
5. She said she attended the memorial service in Washington D.C. for the fallen Police officers across the nation and showed pictures. The candlelight vigil was May 13th at the National Mall and the memorial was May 15th at the Capital Building. President Trump was the Key note speaker. During the ceremony Officer Corvinus was honored in the reading of the names. APD placed a photo of K9 Clint

aka Brutus by his name on the wall. She thanked the officers that work for the Alamogordo Police Department and for their dedication and commitment to the City.

6. She asked Beth Crabb to come and introduce the White Sands Pupfish.

Beth Crabbe commented on the following:

She introduced the White Sands Pup Fish and asked Coach Chris Stout to speak to the Commission.

Chris Stout thanked the City of Alamogordo for their support. He shared some of the team's community involvement. He asked if anyone is willing to be a host family for any of the players while they are here, it would be greatly appreciated. He also said if anyone would like to follow the Pupfish they are on facebook and on whitesandspupfish.com.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

None.

CONSENT AGENDA

2. Approve the minutes for the May 9, 2017 Regular meeting. (*Rachel Hughs, City Clerk*)

3. Approve the minutes for the May 10, 2017 Preliminary Budget Hearing meeting. (*Rachel Hughs, City Clerk*)

4. Hold a public hearing and consider Resolution No. 2017-14 adopting the Fiscal Year 2017-2018 Preliminary Budget. (*Kathy Gilsdorf, Budget Analyst*) (Roll Call Required)

5. Consider, and act upon, Resolution No. 2017-13 removing uncollectible and unsecured Utility, Library, Recreation Center, Public Housing Authority, other miscellaneous accounts from the City's accounts receivable and returned checks. (*Julianne Hall, Finance Director*) (Roll Call Required)

6. Consider, and act upon, Ordinance 1537 for a map amendment to the official zoning map of the City of Alamogordo to rezone the properties located at 2310 & 2400 Collins Ave. from M-2 Industrial District to R-4 Multiple Family Dwelling District. Case Z-2017-001(A) (*Darron Williams, City Planner*) (Roll Call Required)

Mayor Pro-Tem Hernandez asked to remove Item #4 from the Consent Calendar.

Commissioner Baldwin moved to approve items 2,3,5,6 of the consent calendar.

Commissioner Sikes seconded the motion.

Roll call was taken for items No. 5 and 6

Motion carried with a vote of 4-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

4. Hold a public hearing and consider Resolution No. 2017-14 adopting the Fiscal Year 2017-2018 Preliminary Budget. (*Kathy Gilsdorf, Budget Analyst*) (Roll Call Required)

Mayor Pro-Tem Hernandez said he pulled this item mainly because it is a public hearing and asked for any comments on this item.

Commissioner Sikes said before they approve the Final Budget in July, there are some things that I think are necessary to revamp and change. I will support it this evening, but I am hoping we can come to a consensus on some of the items in the budget before July.

Commissioner Baldwin said there are a few funding sources and some beliefs of where those funding sources should come from, I just want to make sure that those are well thought out and planned out. There are just a few changes we would like to make when it comes back to us. He thanked all staff for their hard work on the budget.

Commissioner Payne agreed with Commissioner Sikes. There are few things that we need to change before the final budget. I don't know if I am 100 percent comfortable with them. I think for tonight, we are probably okay.

Mayor Pro-Tem Hernandez was concerned with some of the funding. My biggest concern is we continue to spend money and we do not have as much coming in. It continues to dwindle down. We are not sure what the legislature is going to do with their Special Session, it could hurt us additionally. I for one do not want to enact the hold harmless tax, and I would probably not ever support that. We need to be very careful on our spending habits. I would also recommend the Commission get with staff and bring them their concerns.

Acting City Manager Paluch said from the concerns of the Commissioners, staff is pulling together various options to bring before the Commission, in June, to have a full discussion on those items.

Commissioner Baldwin moved to approve.

Commissioner Payne seconded the motion.

Roll call vote was taken.

Motion carried with a vote of 4-0-0.

WORK SESSION

7. Workshop and update on Alamogordo Main Street Program. (*Darron Williams, City Planner*)

City Planner Williams spoke on the Main Street Program. He introduced President of Alamogordo Main Street, Claudia Powell and Executive Director of Alamogordo Main Street Cam Wilde. Ms. Powell gave a brief presentation on how the Board has evolved. She introduced the Volunteer Board including: Vice President Keri Mack, Lenora Stevens, Laurie Anderson, Claudia Loyola, Pennie Espiritu, Trish Livingston, Joseph Harold and Todd Hacker.

Executive Director Cam Wilde presented a power point and said they are non partisan, local non profit organization who's core goal is to economically develop, through revitalization and beautification efforts, historic downtown Alamogordo. Their primary partnership is with New Mexico Main Street. New Mexico Main Street supports and assists over 40 communities throughout the State. By meeting and exceeding State Requirements, Alamogordo Main Street has the distinction of being recognized as a nationally accredited program through Main Street America. The Alamogordo Main Street District extends from 8th to 13th Street and from East side of White Sands to Michigan and Delaware Avenue. These four points: organization, design, economic vitality and promotion all serve as the four key areas Main Streets has been using as a guiding framework. New Mexico and Alamogordo Main Street use the Main Street four point approach as the basis for developing transformative economic development. A Memorandum of Understanding between the City and the Main Street Organization needs to be in place in order to effectively operate and remain qualified for additional public funds when considering larger scale projects. The partnership with the City will inherently involve some City resources in order to realistically achieve projects. Should the City choose, they will serve as the fiscal agent for Capital Outlay, LEDA funds and similar sources. This is usually done on a phase project basis. As each phase is complete, the City is reimbursed for that particular phase. Alamogordo Main Street is a resource that could provide opportunity for a large scale project funding. He said we can provide priority financing benefits, research and assistance, but ultimately it is the City that must approve and apply for these types of infrastructure projects. Relatively smaller projects that still enhance and improve the downtown Main Street district that do not require infrastructure, modification or monies are implemented and carried out only through the Main Street organization. Alamogordo Main Street

provides opportunities to the City that would not be available without an accredited Main Street. The City of Alamogordo's financial commitment is \$40,000 per year, based solely on population.

Mr. Wilde said we are currently developing an asset map, which will ultimately provide us with a needed tool that will help us continue to effectively engage district businesses, building owners and investors and determine shortfalls that we may need to be filled or approved upon within the district. We are looking closely in areas of opportunities within the district and continuing promotional efforts through the development of a new and improved website and business promotion program. We are focused heavily on attainable beautification efforts such as the completion and the promotion of the two murals in the district. We've rolled a successful fundraiser into the premier of Flickinger Films, which was made possible by the Flickinger Center and Alamogordo Main Street Partnership, that resulted in \$113.5 thousand dollars in LEDA funding to purchase and install the new digital projection system.

Mr. Wilde said in the future we are still working with Mr. Williams with New Mexico Main Street and furthering the Metropolitan Redevelopment Area (MRA) plan development. This plan will serve to provide more general strategies, economic data, project suggestions and additional sources of funding in order to feasibly implement larger scale infrastructure projects. Further the MRA plan will serve as a detailed addition and enhancement to the developing of the City's Comprehensive Plan and White Sands Initiative. Alamogordo Main Street was recently named one of three Cities in the State to receive an enhanced design service from the State. They also received \$5,000 from the New Mexico Resiliency Alliance to improve the facades of three highly visible buildings in the district. Their hope is to attract further private investment in the district and encourage businesses to open. He said Capital Outlay funding does not look promising for Fiscal Year 18, however we will continue to pursue smaller obtainable grants and funding in order to continue to pursue projects that support our economic transformation strategies. An obvious goal for the organization is to be reaccredited next year by the State and Main Street America, to continue to receive services and assistance from both. He said we would like to come back and provide a short update on our projects and activities every six months and provide a thorough update annually. He said they will report to Mr. Williams should any significant project or funding sources come up that we feel is best served through the City's involvement. (See Agenda for Power Point).

8. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Pending Litigation (1507 Rockwood and 1201 Monroe). (Roll Call Required)

Mayor Pro-Tem Hernandez called to adjourn at 7:05 p.m.

Roll Call was taken.

Motion carried with a vote of 4-0-0.

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughes

(Prepared by Eric Barraza, Deputy City Clerk)

Approved at the Regular Meeting held on June 13, 2017.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 05/30/2017

Report No: 4.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Session held on May 23, 2017. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the following statements authorizing them to be included in the minutes of June 13, 2017: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on May 23, 2017, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: Pending Litigation (1507 Rockwood and 1201 Monroe).

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/07/2017

Report No: 5.

Submitted By: Bob Johnson

Subject: Consider, and act upon, award of RFP No. 2017-003, On-Call Water Well Services, to Statewide Drilling, Inc. *(Bob Johnson, Engineering Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the award and authorize staff to negotiate a professional services agreement.

Background: The scope of work is to provide both routine and emergency on-call maintenance and repairs to the City's existing water wells, monitoring wells, and pump stations.

The RFP was advertised on April 9, 2017. One (1) responsive proposal was received on May 10, 2017; Statewide Drilling, Inc.

The proposal was reviewed, and determined to be acceptable, and in conformance with the terms and conditions outlined within the RFP.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/07/2017

Report No: 6.

Submitted By: Bob Johnson

Subject: Consider, and act upon, approval of Change Order No. 3 in the amount of \$39,828.01, including NMGRT, to CSW Contractors, Inc. related to the Rehab Effluent Storage Ponds - Desert Lakes Golf Course project. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: \$39,828.01

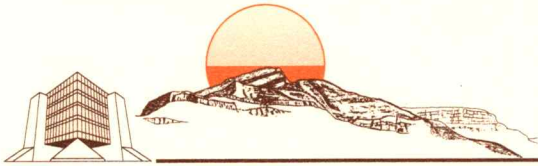
Amount Budgeted: \$600,000.00

Fund: 081-9399-990.68-99 PW1509 & PW1602

Additional Fiscal Impact:

Recommendation: Approve the Change Order.

Background: This Change Order incorporates design changes at Pond 11, the west pumping pond, to facilitate reshaping of the entire perimeter edge, and provide riprap at the sides and slopes to minimize bank erosion.



City of Alamogordo



Engineering Dept. • 1376 East Ninth St. • Alamogordo, NM 88310 • (575) 439-4337 • FAX (575) 439-4343

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 3

REHAB EFFLUENT STORAGE PONDS – DESERT LAKES GOLF COURSE

PUBLIC WORKS PROJECT NO. 2016-002

DATE: JUNE 6, 2017

CONTRACTOR: CSW CONTRACTORS, INC.
8901 E. MOUNTAIN VIEW RD., SUITE 150
SCOTTSDALE, AZ 85258

OWNER: CITY OF ALAMOGORDO
1376 E. NINTH ST.
ALAMOGORDO, NM 88310

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Purpose of this Change Order is to reshape the entire edge of pond 11 and provide rip rap at the sides and slopes to minimize bank erosion.

REVISED CONTRACT AMOUNT

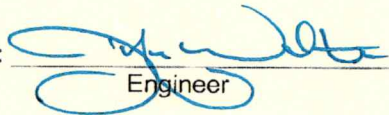
1. Original Contract Amount	\$505,139.25*
2. Total Contract Amount Including Previously Approved Change Orders.....	\$532,339.48*
3. Amount of this Change Order (Increase).....	\$39,828.01*
4. Total Revised Contract Amount to Date.....	\$572,167.49*

* includes New Mexico Gross Receipts Tax.

The contract completion date is hereby changed to July 28, 2017.

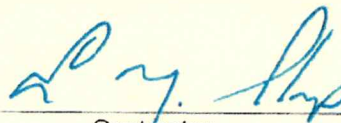
The work covered by this order shall be performed under the same terms and conditions as that included in the original contract.

CHANGE ORDER RECOMMENDATION FOR APPROVAL:

BY: 
Engineer

6/6/17
Date

CHANGE ORDER ACCEPTED AND APPROVED:

BY: 
Contractor

6/6/2017
Date

CHANGE ORDER APPROVED BY ACTING CITY MANAGER:

BY: _____
Acting City Manager

Date

BY: _____
City Attorney

Date

POND 11 CHANGE ORDER SUMMARY

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
10	Mobilization / Demobilization	LS	1	\$ 6,440.83	\$ 6,440.83
11	Pond 11 Earthwork, Grading & Subgrade	LS	1	\$ 41,895.40	\$ 41,895.40
12	Pond 11 4" Gravel Base Complete	SY	4620	\$ 4.48	\$ 20,697.60
13	Pond 11 HDPE Liner Complete	SF	51800	\$ 0.89	\$ 46,102.00
14	Pond 11 Reinforced Concrete Complete	CY	5	\$ 930.55	\$ 4,652.75
ORIGINAL CONTRACT AMOUNT POND 11					\$ 119,788.58
Billed	Bid Item 10 Billed 50% previously				\$ (3,220.42)
CO	Bid Item 12 deducted by change order				\$ (20,697.60)
CURRENT CONTRACT AMOUNT POND 11					\$ 95,870.56
Change Order Items					
ADD 1	Increased Liner SF	SF	3700	0.89	\$ 3,293.00
ADD 2	Excavation for Anchor Shelf	CY	521.12	15.73	\$ 8,197.22
ADD 3	Fill for Anchor	CY	442.98	22.49	\$ 9,962.62
ADD 4	2"-6" Rock Riprap on Slopes	CY	306.72	50.29	\$ 15,424.95
REVISED CONTRACT AMOUNT POND 11					\$ 132,748.35

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/07/2017

Report No: 7.

Submitted By:

Subject: Consider, and act upon a request for water service outside of City limits on North Scenic Drive.
(Brian Cesar, Public Works Director)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the request.

Background: Mr. Tony Duran has requested a connection to City water services for three properties located on North Scenic Drive. These properties are outside of the City limits and as such, require approval by Commission. Attached to this report is the request from Mr. Duran.

Staff is recommending approval of this request.

To: City of Alamogordo Utility Division

From: Tony Duran

RE: Connecting to City Water Source

Date: 5/2/2017

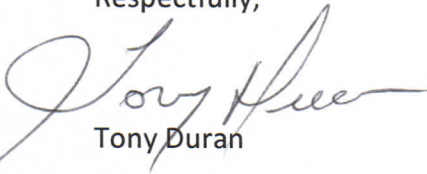
To Whom It May Concern,

I am requesting to tap into the main water system located on the corner of North Scenic and Camino De Gusto. I am in the process of building a house on 2813 Camino De Paz and the water line will be for the purpose of this build and the other two houses in this area. So in short, the water line will service three houses which means there will need to also be 3 meters placed as well. The respective addresses will be 2813, 2811, and 2809 Camino De Paz.

I understand that the rate is two times the rate. I estimate the quantity of usage is going to be 20,000 GAL a month. In the past year my coffee shop (Plateau Espresso) was successful in tapping into the city water source. Since the water line will be the property of the City, I assume the City will cover certain costs.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read 'Tony Duran', is written over the printed name. The signature is stylized with a large initial 'T' and a long horizontal stroke.

Tony Duran

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/06/2017

Report No: 8.

Submitted By: Kathy Gilsdorf

Subject: Consider, and act upon, the approval of Resolution No. 2017-17 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of June 13, 2017. *(Kathy Gilsdorf, Budget Analyst)* **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Beginning Cash Balances \$0
Revenues \$57,087 Increase
Expenditures \$161,260 Increase
Transfers In/Out \$0
Net Impact (\$104,173) Decrease

Recommendation: Approve Resolution 2017-17 **(Roll Call vote required)**

Background: The City Commission adopted the Fiscal Year budget on May 24, 2016. The Department of Finance & Administration granted written approval of the City of Alamogordo's Fiscal Year 2016-2017 Final Budget on August 26, 2016. Resolution 2017-17 amends the Budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of revisions are attached for your review.

RESOLUTION NO. 2017-17

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2016-2017.

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

WHEREAS, the Department of Finance and Administration, State of New Mexico, written approval to the City of Alamogordo, New Mexico's annual budget on August 26, 2016, for fiscal year 2016-2017; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2016-2017.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2016-2017 be and hereby is revised as of June 13, 2017 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2016-2017 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on June 13, 2017 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2016-2017.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 13th day of June 2017.

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

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Lauren Truitt, City Attorney

ALL FUNDS SUMMARY
BUDGET 2016-2017

1/12TH REQ RSRV
1,419,857
Fund Reserve Policy
487,127
Bal. Remaining
4,183,217

FY17 BUDGET - RESOLUTION 2017-17 (#8) June 13, 2017

FUND NO.	FY 2016-2017 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	8,647,206	18,186,987	1,508,987	5,041,878	(3,532,891)	17,044,284	6,257,018	1,906,984	4,350,034
	Revision #1	0	0	0	(376,442)	376,442	0	376,442		\$376,442
	Revision #2	0	0	0	6,000	(6,000)	(6,000)	0		\$0
	Revision #3	0	0	0	0	0	0	0		\$0
	Revision #4	0	0	0	75,854	(75,854)	0	(75,854)		(\$75,854)
	Revision #7	0	0	0	9,530	(9,530)	0	(9,530)		(\$9,530)
	Revision #13	0	0	0	443,400	(443,400)	0	(443,400)		(\$443,400)
	Revision #15	0	0	0	14,475	(14,475)	0	(14,475)		(\$14,475)
	Total Revised Fund 11	8,647,206	18,186,987	1,508,987	5,214,695	(3,705,708)	17,038,284	6,090,201		6,090,201
12	INTERNAL SERVICE FUND	365,931	0	0	365,931	(365,931)	0	(0)		(\$0)
15	CORRECTIONS-JAIL	12,557	80,325	16,515	0	16,515	104,397	5,000		\$5,000
	Revision #4	0	0	75,854	0	75,854	75,854	0		\$0
	Total Revised Fund 15	12,557	80,325	92,369	0	92,369	180,251	5,000		5,000
16	LODGER'S TAX-PROMOTIONAL FUND	133,841	212,094	0	0	0	324,078	21,857		\$21,857
17	POLICE COURT BOND	6,338	0	0	0	0	0	6,338		\$6,338
19	COURT AUTOMATION FUND	30,746	80,685	0	0	0	81,013	30,418		\$30,418
20	LODGER'S TAX-CITY	218,324	393,096	220,000	1,720	218,280	708,939	120,761		\$120,761
21	D.A.R.E. DONATIONS FUND	15,868	5,400	0	0	0	13,148	8,120		\$8,120
22	DESIGNATED GIFT FUND	26,880	3,092	0	0	0	11,476	18,496		\$18,496
	Revision #5	0	600	0	0	0	0	600		\$600
	Total Revised Fund 22	26,880	3,692	0	0	0	11,476	19,096		19,096
24	GRANT CAPITAL IMPROVEMENT	0	771,282	0	0	0	767,420	3,862		\$3,862
	Revision #6	0	0	0	0	0	1,600	(1,600)		(\$1,600)
	Revision #13	0	0	100,000	0	100,000	0	100,000		\$100,000
	Revision #16	0	5,000	0	0	0	0	5,000		\$5,000
	Total Revised Fund 24	0	776,282	100,000	0	100,000	769,020	107,262		107,262
27	MUNICIPAL COURT OPERATIONS	0	8,500	405,742	0	405,742	409,242	5,000		\$5,000
28	POLICE CONTINGENCY	50,292	3,359	0	0	0	7,500	46,151		\$46,151
31	CEMETERY-PERPETUAL CARE	786,285	20,496	0	0	0	0	806,781		\$806,781
32	COMMUNITY SERVICES	3,275	810,111	3,446,685	15,480	3,431,205	4,239,591	5,000		\$5,000
	Revision #2	0	0	6,000	0	6,000	6,000	0		\$0
	Revision #7	0	0	9,530	0	9,530	9,530	0		\$0
	Revision #15	0	0	14,475	0	14,475	14,475	0		\$0
	Total Revised Fund 32	3,275	810,111	3,476,690	15,480	3,461,210	4,269,596	5,000		5,000
33	FIRE PROTECTION	397,398	603,187	0	0	0	885,601	114,984	47,056	\$67,928
36	LAW ENFORCEMENT FUND	6,743	114,840	0	0	0	112,940	8,643		\$8,643
	Revision #13	0	0	5,000	0	5,000	0	5,000		\$5,000
	Total Revised Fund 36	6,743	114,840	5,000	0	5,000	112,940	13,643		13,643
37	STATE HIGHWAY FUND	109,640	39,400	0	0	0	31,564	117,476		\$117,476
38	TRAFFIC SAFETY FUND	52,991	22,412	0	0	0	22,500	52,903		\$52,903
39	STATE JUDICIAL	3,253	75,500	0	0	0	75,500	3,253		\$3,253
40	AIRPORT IMPROVEMENT PROJECTS	0	642,776	36,667	0	36,667	679,443	0		\$0
	Revision #13	0	0	15,000	0	15,000	0	15,000		\$15,000
	Total Revised Fund 40	0	642,776	51,667	0	51,667	679,443	15,000		15,000
42	1984 GROSS RECEIPTS TAX	3,463,672	1,667,758	0	3,799,115	(3,799,115)	0	1,332,315	217,173	\$1,115,142
44	TRANSPORTATION FUND	301,293	3,897,079	1,973,543	17,200	1,956,343	6,149,715	5,000		\$5,000
48	NEW MEXICO C.D.B.G.	90,276	1,000,000	260,732	0	260,732	1,290,275	60,733		\$60,733
	Revision #13	0	0	163,400	0	163,400	0	163,400		\$163,400
	Total Revised Fund 48	90,276	1,000,000	424,132	0	424,132	1,290,275	224,133		224,133
49	1986 GROSS RECEIPTS TAX	9,337,698	1,722,055	0	8,388,331	(8,388,331)	693,795	1,977,627	268,113	\$1,709,514
50	PROPERTY ACQUISITION	55,975	61,757	69,484	0	69,484	120,733	66,483		\$66,483
53	GENERAL OBLIGATION	763,600	1,128,886	0	0	0	1,004,968	887,518		\$887,518
54	REVERSE OSMOSIS PROJECT RSV	16,538	5,683,766	6,339,072	0	6,339,072	12,019,492	19,884		\$19,884

56	99 GRT FLOOD CONTROL BOND PROJ	411,157	2,536,294	2,834,564	0	2,834,564	3,825,040	1,956,975		\$1,956,975
59	REVENUE BOND P & I FUND	7,818	10,224,760	2,616,515	0	2,616,515	12,833,860	15,233		\$15,233
	Revision #1	0	0	79,437	0	79,437	0	79,437		\$79,437
	Total Revised Fund 59	7,818	10,224,760	2,695,952	0	2,695,952	12,833,860	94,670		94,670
61	MUNICIPAL INFRASTRUCTURE .0625%	653,987	412,685	0	1,056,257	(1,056,257)	0	10,415		\$10,415
63	COMMUNITY DEVELOPMENT	0	75,690	464,998	0	464,998	523,512	17,176		\$17,176
65	INSPECTIONS	0	0	0	0	0	0	0		\$0
69	1994 GROSS RECEIPTS	1,872,234	1,650,608	0	2,119,197	(2,119,197)	0	1,403,645	569,230	\$834,415
	Revision #1	0	0	0	455,879	(455,879)	0	(455,879)		
	Total Revised Fund 69	1,872,234	1,650,608	0	2,575,076	(2,575,076)	0	947,766	569,230	378,536
71	ALAMO SENIOR CENTER	19,479	739,492	406,816	0	406,816	1,160,787	5,000		\$5,000
	Revision #8	0	13,821	0	0	0	13,821	0		\$0
	Revision #9	0	7,028	0	0	0	7,028	0		\$0
	Revision #10	0	0	0	0	0	462	(462)		(\$462)
	Revision #13	0	0	100,000	0	100,000	0	100,000		\$100,000
	Total Revised Fund 71	19,479	760,341	506,816	0	506,816	1,182,098	104,538	0	104,538
74	ALAMO SENIOR CENTER GIFT	98,508	21,045	0	0	0	68,529	51,024		\$51,024
75	RETIRED & SENIOR VOL. PROGRAM	6,104	244,475	12,401	0	12,401	255,701	7,279		\$7,279
	Revision #10	0	0	0	0	0	2,092	(2,092)		(\$2,092)
	Revision #11	0	3,500	0	0	0	3,500	0		\$0
	Revision #13	0	0	60,000	0	60,000	0	60,000		\$60,000
	Total Revised Fund 75	6,104	247,975	72,401	0	72,401	261,293	65,187		65,187
81	WATER/SEWER OPERATING	9,747,968	14,783,952	4,095,595	1,791,837	2,303,758	23,046,589	3,789,089	988,773	\$2,800,316
	Revision #12	0	18,821	0	0	0	18,821	0		
	Revision #17	0	8,317	0	0	0	5,500	2,817		
	Total Revised Fund 81	9,747,968	14,811,090	4,095,595	1,791,837	2,303,758	23,070,910	3,791,906	988,773	2,803,133
82	98 JT WATER/SEWER BOND P&I	1,595,071	3,185,859	1,961,081	0	1,961,081	5,148,479	1,593,532	1,545,100	\$48,432
86	SOLID WASTE COLLECTION SYS.	391,541	2,032,980	110,000	99,413	10,587	2,092,171	342,937	320,293	\$22,644
88	BONITO CAMPGROUND	3,357,870	74,807	0	2,980,414	(2,980,414)	74,000	378,263		\$378,263
89	ESGRT .0625%	1,692,801	663,382	0	125,000	(125,000)	602,662	1,628,521	230,180	\$1,398,341
90	GOLF COURSE	115,033	1,395,425	143,834	1,720	142,114	1,632,046	20,526		\$20,526
	Revision #14	0	0	0	0	0	8,577	(8,577)		
	Total Revised Fund 90	115,033	1,395,425	143,834	1,720	142,114	1,640,623	11,949	0	11,949
91	AIRPORT	201,984	267,223	259,203	0	259,203	635,534	92,876	35,858	\$57,018
94	OTERO GREENTREE REG LANDFILL	4,548,076	1,813,416	0	1,720	(1,720)	3,129,336	3,230,436	1,558,302	\$1,672,134
96	SELF-INSURED FUND	768,892	202,100	0	300,000	(300,000)	203,692	467,300		\$467,300
98	PAYROLL CLEARING	193,597	0	0	0	0	0	193,597		\$193,597
104	UTILITY DEPOSITS	739,804	0	0	0	0	0	739,804		\$739,804
105	ECONOMIC DEVELOPMENT	6,214,563	880,420	0	0	0	795,199	6,299,784		\$6,299,784
107	SELF INSURED/LIABILITY	517,613	4,770	140,640	0	140,640	190,000	473,023		\$473,023
109	2004 GRT CAPITAL OUTLAY	10,458,110	3,367,438	0	1,217,861	(1,217,861)	11,060,791	1,546,896	559,361	\$987,535
113	2009 G.O. BOND ACQ FUND	105,113	0	0	0	0	97,409	7,704		\$7,704
114	SIDEWALKS REVOLVING LOANS	133,232	1,436	0	0	0	31,900	102,768		\$102,768
115	CORP ESCROW ACCOUNT RESV	0	0	0	0	0	0	0		\$0
116	REG WATER SUPPLY TRANS LN	2,886	0	0	0	0	0	2,886		\$2,886
117	2011 JT W/S REF/IMP REVBD	17,053	0	0	0	0	10,000	7,053		\$7,053
118	2011 NMFA ST GRT STREET #15	0	0	0	0	0	0	0		\$0
119	2012 GRT REF/IMP REVBD	1,452,277	2,142,384	0	0	0	3,449,000	145,661		\$145,661
121	2015 GO BONDS-FUN CENTER	5,982,109	63,037	0	0	0	5,988,710	56,436		\$56,436
122	2015 GO BONDS-STREETS	3,397,224	36,449	0	0	0	3,300,844	132,829		\$132,829
901	HOUSING LOW RENT OPERATING	986,190	829,516	0	0	0	988,987	826,719	197,289	\$629,430
903	HOUSING HOMEOWNERSHIP OPER	679,898	110,032	0	0	0	270,736	519,194	5,339	\$513,855
904	HOUSING CAPITAL FUND PROJECTS	0	1,036,695	0	0	0	1,036,695	0		\$0
TOTALS FY2017		81,264,815	86,088,300	27,951,770	27,951,770	0	129,411,083	37,942,032	10,007,054	39,891,970

Prior Resolution

81,264,815 86,031,213 27,323,074 27,323,074 0 129,249,823 38,046,205

#8 Adjustments to Resolution 2017-17

0 57,087 628,696 628,696 0 161,260 (104,173)

Resolution # 2017-17 June 13, 2017

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #1						
Budget revision is requested to reverse the revision for the debt service payment made in March. This revision transfers funds from Fund 69 with an additional amount needed and not Fund 11 General Fund. The transfer is for NMFA 3471-PP that is intercepted from our State Share GRT monthly.						
Non-Recurring	11	GENERAL FUND				
		<i>Transfers Out</i>				
		011-0000-491.18-59	Transfer to (59) GRT P&I	376,442	(376,442)	0
	59	REVENUE BOND P&I				
		<i>Transfers In</i>				
		059-0000-391.19-11	Transfer fr (11) General Fund	376,442	(376,442)	0
		059-0000-391.19-69	Transfer fr (69) 94 GRT	723,594	455,879	1,179,473
			Total Transfers In	1,100,036	79,437	1,179,473
	69	1994 GROSS RECEIPTS				
		<i>Transfers Out</i>				
		069-0000-491.18-59	Transfer to (59) GRT P&I	723,594	455,879	1,179,473

REVISION #2

Budget revision is requested to reallocate extra funds from the DPS Vehicles to the Parks Department in order to complete the purchase of 3 new work vehicles.

	11	GENERAL FUND				
		<i>Transfers Out</i>				
		011-0000-491.18-32	Transfer to (32) Community Serv	3,346,685	6,000	3,352,685
		<i>Expenditures</i>				
	CERDPS	011-4104-420.61-85	CER Equipment Replacement	482,081	(6,000)	476,081
	32	COMMUNITY SERVICES				
		<i>Transfers In</i>				
		032-0000-391.19-11	Transfer fr (11) General Fund	3,346,685	6,000	3,352,685
		<i>Expenditures</i>				
	CERPRK	032-6299-990.61-85	CER Equipment Replacement	116,350	6,000	122,350

REVISION #3

Budget revision is requested to reallocate funds from dissolving the Fire Marshal Position and the difference from hiring a new Fire Chief to hiring two (2) new Fire Fighter positions. The 12,377 is for the remainder of FY17.

Recurring	11	GENERAL FUND				
		<i>Expenditures</i>				
		011-4204-421.20-01	Supervisory	203,131	(12,377)	190,754
		011-4204-421.20-02	Operational	579,425	12,377	591,802
			Total Expenditures	782,556	0	782,556

REVISION #4

Budget Revision is to increase expenditures for Prisoner Support. The FY17 projection was too low and needs to be increased. Funds are requested from the General Fund.

Non-Recurring	11	GENERAL FUND				
		<i>Transfers Out</i>				
		011-0000-491.18-15	Transfer to (15)Corrections	16,515	75,854	92,369
Non-Recurring	15	CORRECTIONS-CITY EXPENSE				
		<i>Transfers In</i>				
		015-0000-391.19-11	Transfer fr (11) General Fund	16,515	75,854	92,369

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO. <i>Expenditures</i>	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
		015-0000-427.57-49	Prisoner Support	102,055	75,854	177,909

REVISION #5

Budget Revision is to increase revenue for donations received by Animal Control for pet adoptions.

22	DESIGNATED GIFT FUND					
	<i>Revenues</i>					
PSAC02	022-3804-314.13-36	Donations-Pet Adoptions		0	600	600

REVISION #6

Budget Revision is to increase expenditures that were reduced in the FY17 projections. The Police Department needs to order 4 more bulletproof vests this fiscal year. The vests need to be ordered several months before the grants expire to make sure they are received in time. This was missed during the projections.

24	GRANT CAPITAL IMPROVEMENT					
	<i>Expenditures</i>					
	024-0000-419.31-05	Uniforms		5,000	1,600	6,600

REVISION #7

Budget Revision is requested to increase expenditures to cover deficits in Salary & Benefits that occurred after the payroll projection in March. Funds are requested from the General Fund.

11	GENERAL FUND					
	<i>Transfers Out</i>					
	011-0000-491.18-32	Transfers to (32) Community Serv		3,352,685	9,530	3,362,215
32	COMMUNITY SERVICES					
	<i>Transfers In</i>					
	032-0000-391.19-11	Transfer fr (11) General Fund		3,352,685	9,530	3,362,215
	<i>Expenditures</i>					
	032-6306-452.20-01	Supervisory		50,562	900	51,462
	032-6306-452.20-03	Temp/Part-time		46,013	2,731	48,744
	032-6306-452.20-10	Retirement		30,756	387	31,143
	031-7101-455.20-02	Operational		276,606	7,081	283,687
	032-7101-455.20-03	Temp/Part-time		86,335	(1,990)	84,345
	032-7101-455.20-10	Retirement		53,500	694	54,194
	032-7101-455.20-12	Retire Health		7,575	98	7,673
	032-7101-455.20-15	Social Security		30,610	487	31,097
	032-7101-455.20-25	Group Health		42,425	(900)	41,525
	032-7101-455.20-30	Worker's Compensation		3,370	42	3,412
		Total Expenditures		627,752	9,530	637,282

REVISION #8

Budget Revision is requested to increase revenue and expenditures to accept the grant award from the United Way for FY17/18. The grant overlaps from one fiscal year to the other.

71	ALAMO SENIOR CENTER					
	<i>Revenues</i>					
SC18UW	071-0000-316.15-55	United Way		0	13,821	13,821
	<i>Expenditures</i>					
SC18UW	071-8024-445.32-60	Food Purchases		0	8,843	8,843
SC18UW	071-8025-445.32-75	Program Supplies		0	1,978	1,978
SC18UW	071-8025-445.56-05	Training & Travel		0	3,000	3,000
		Total Expenditures		0	13,821	13,821

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	<u>REVISION #9</u>					
	Budget revision is requested to increase revenue and expenditures for congregate and MOW. The Non-Metro AAA, who we receive state funds, has increased state funding by \$7,028 for current fiscal year 2017.					
	71	ALAMO SENIOR CENTER				
		<i>Revenues</i>				
		071-8023-317.16-32	HB2/All Other State	75,442	3,514	78,956
		071-8024-317.16-32	HB2/All Other State	89,784	3,514	93,298
			Total Revenues	165,226	7,028	172,254
		<i>Expenditures</i>				
		071-8023-445.32-60	Food Purchases	48,710	3,514	52,224
		071-8024-445.32-60	Food Purchases	50,561	3,514	54,075
			Total Expenditures	99,271	7,028	106,299

REVISION #10

Budget Revision is requested to increase expenditures to cover deficits in Salary & Benefits that occurred after the payroll projection in March. Funds are requested from the General Fund.

	71	ALAMO SENIOR CENTER				
		<i>Expenditures</i>				
		071-8025-445.20-02	Operational	49,543	462	50,005
	75	RETIRED SENIOR VOLUNTEER PROGRAM				
		<i>Expenditures</i>				
		075-8201-445.20-25	Group Health Insurance	46	2,092	2,138

REVISION #11

Budget revision is requested to increase revenue and expenditures for funds received from the RSVP NCSS Federal Grant.

	75	RETIRED SENIOR VOLUNTEER PROGRAM				
		<i>Revenues</i>				
		075-0000-315.16-39	RSVP Fed Grant NCSS	429,124	3,500	432,624
		<i>Expenditures</i>				
		075-8201-445.50-22	Computer Hardware	0	2,000	2,000
		075-8201-445.57-53	Volunteer Travel	39,196	1,500	40,696
			Total Expenditures	39,196	3,500	42,696

REVISION #12

Budget revision is requested to increase revenue and expenditures for sale of scrap to supplement our capital equipment replacement account to replace an old brush cutter that is no longer in service.

	81	WATER/SEWER OPERATING				
		<i>Revenues</i>				
		081-0000-316.15-05	Sale of Scrap	0	18,821	18,821
		<i>Expenditures</i>				
CERWFP		081-5703-461.61-85	Capital Equipment Replacement	36,175	18,821	54,996

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #13						
This budget revision is to budget funds to cover the DFA directive that Municipalities can't have any negative beginning or ending cash balances on the budget documents. The revision is to budget for possible ending cash deficits for Funds with Grants that we have not received reimbursements for at year-end. These are funds we anticipate could end the year with a deficit. The transfer will be reversed after the reimbursement causing the deficit has been received. The reversal of these will be budgeted in FY18.						
	11	GENERAL FUND				
		<i>Transfers Out</i>				
Non-recurring		011-0000-491.18-24	Transfer to (24) Capital Imp	0	100,000	100,000
		011-0000-491.18-36	Transfer to (36) Law Inf	0	5,000	5,000
		011-0000-491.18-40	Transfer to (40) Airport Imp	0	15,000	15,000
		011-0000-491.18-48	Transfer to (48) CDBG	0	163,400	
		011-0000-491.18-71	Transfer to (71) Senior Cntr	345,350	100,000	445,350
		011-0000-491.18-75	Transfer to (75) RSVP	59,281	60,000	119,281
			Total Transfers Out	404,631	443,400	684,631
Non-recurring	24	GRANT CAPITAL IMPROVEMENT				
		<i>Transfers In</i>				
		024-0000-391.19-11	Transfer fr (11) General Fund	0	100,000	100,000
Non-recurring	36	LAW ENFORCEMENT FUND				
		<i>Transfers In</i>				
		036-0000-391.19-11	Transfer fr (11) General Fund	0	5,000	5,000
Non-recurring	40	AIRPORT IMPROVEMENT PROJECTS				
		<i>Transfers In</i>				
		040-0000-391.19-11	Transfer fr (11) General Fund	0	15,000	15,000
Non-recurring	48	NEW MEXICO C.D.B.G.				
		<i>Transfers In</i>				
		048-0000-391.19-11	Transfer fr (11) General Fund	0	163,400	163,400
Non-recurring	71	ALAMO SENIOR CENTER				
		<i>Transfers In</i>				
		071-0000-391.19-11	Transfer fr (11) General Fund	345,350	100,000	445,350
Non-recurring	75	RETIRED SENIOR VOLUNTEER PROGRAM				
		<i>Transfers In</i>				
		075-0000-391.19-11	Transfer fr (11) General Fund	12,401	60,000	72,401

REVISION #14

Budget Revision is requested to increase expenditures to cover deficits in Salary & Benefits that occurred after the payroll projection in March.

	90	GOLF COURSE				
		<i>Expenditures</i>				
		090-0101-456.20-03	Temp/Part-Time	31,799	8,577	40,376

REVISION #15

Budget Revision is requested to increase expenditures to cover deficits that occurred after an increase in water usage at the Zoo due to new exhibits. Funds are requested from General Fund.

	11	GENERAL FUND				
		<i>Transfers Out</i>				
		011-0000-491.18-32	Transfer to (32) Community Svs	3,346,685	14,475	3,361,160
	32	COMMUNITY SERVICES				
		<i>Transfers In</i>				
		032-0000-391.19-11	Transfer fr (11) General Fund	3,346,685	14,475	3,361,160
		<i>Expenditures</i>				
		032-6306-452.47-60	Water/Sewer/Garbage	22,831	14,475	37,306

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
<u>REVISION #16</u>						
Budget Revision is requested to increase revenues to replace the Railroad Tree Grant. The funds were taken out of the line during projection . The Funds are in the project but not the line. Funds are requested from fund balance.						
	24	GRANT CAPITAL IMPROVEMENT				
		<i>Revenues</i>				
		024-0000-317.16-59	Other Grants	0	5,000	5,000

REVISION #17

Budget Revision is requested to increase revenues and expenditures due to an increase in new meter sales.

81	WATER/SEWER OPR					
	<i>Revenues</i>					
		081-0000-314.13-62	Connection Charges	5,205	8,317	13,522
	<i>Expenditures</i>					
		081-2202-461.31-64	Meters-New	8,300	5,500	13,800

REVENUES ON RESOLUTION 2017-17

ITEM #	AMOUNT	TYPE
5	600	Pet Adoption Donation
8	13,821	United Way Grant
9	7,028	Grant Increase
11	3,500	Additional Grant Funds
12	18,821	Sale of Scrap
16	5,000	Grant Funds
17	8,317	New meter sales
	<u>57,087</u>	

TRANSFERS ON RESOLUTION 2017-17

1	79,437	Debt Service Transfer Change
2	6,000	Transfer for vehicles
4	75,854	Prisoner Support
7	9,530	Additional Subsidy
13	443,400	End of Year Coverage
15	14,475	Zoo Utilities
	<u>628,696</u>	

EXPENDITURES ON RESOLUTION 2017-17

ITEM #	AMOUNT	TYPE
1	(6,000)	Vehicles
1	6,000	Vehicles
2	0	2 New Fire Positions
4	75,854	Prisoner Support
6	1,600	Uniforms
7	9,530	S&B Deficits
8	13,821	Grant Award
9	7,028	Additional Grant Funding
10	2,554	S&B Deficits
11	3,500	Additional Grant Funding
12	18,821	Sale of Scrap
14	8,577	S&B Deficits
15	14,475	Zoo Utilities
17	5,500	New meter sales
	<u>161,260</u>	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/07/2017

Report No: 9.

Submitted By: Rachel Hughs

Subject: Consider and act upon granting a waiver of the permit fee for a Special Fireworks Display permit for the July 4th Fireworks Display at the New Mexico Museum of Space History property. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the waiver of permit fee.

Background: The New Mexico Museum of Space History will again sponsor the July 4th Fireworks Display and requests that the \$25.00 permit fee be waived. The City Commission has waived the fee for over twenty year.

The Fireworks Display will be on Tuesday, July 4, 2017 at the NM Museum of Space History property.

City of Alamogordo
APPLICATION FOR PERMIT TO SELL OR DISPLAY FIREWORKS

RECEIVED

JUN 06 2017

CITY CLERK

FEE: \$25.00

Applicant's full name: Cathy J. Harper

Applicant's name of business: New Mexico Museum of Space History

Applicant's business address: POB 5430, Alamogordo, NM 88311

Applicant's business telephone number: 575-437-2840

Applicant's Social Security No.: 431-13-2080 Date of Birth: 4.25.57

Describe Applicant's qualifications to sell fireworks or to display fireworks: Pyroshows of Texas will handle the fireworks show.

Location (street address or legal description of property) where Applicant wishes to sell or display fireworks: Top of Hwy 2001, Alamogordo

Identify the type of structure at the location where Applicant wishes to sell fireworks or to display fireworks, i.e. permanent structure or portable stand: Fireworks show will be shown/displayed from the new firing site on museum property just to the southeast of Hwy 2001.

Dates and times when Applicant wishes to sell fireworks or to display fireworks (Permits are issued for one year beginning on February 1 of each year and no application is processed from May 10 through July 10 of each year): July 4, 2017, dusk to midnight or July 5 if weather is inclement

Describe the type of fireworks to be sold or to be displayed by Applicant: maximum 8" shells, other sizes smaller than that

Identify the supplier of the fireworks to be sold or to be displayed by Applicant: Pyroshows of Texas, 6601 Nine Mile Azle Road, Fort Worth, TX 76135

Does supplier of fireworks to be sold or to be displayed by Applicant possess a valid license from the State of New Mexico for the handling and sale of fireworks? ☒ YES ☐ NO If YES, provide the following information:

Number and type of license(s) Class B Distributor License #17-4-002

Address of supplier: Pyroshows of Texas, 6601 Nine Mile Azle Road, Fort Worth, TX 76135

Is Applicant qualified to do business in the State of New Mexico? ☒ YES ☐ NO If YES, provide Applicant's New Mexico Tax Identification Number _____

Does Applicant possess a license from the State of New Mexico for the handling and sale of fireworks? ☐ YES ☐ NO If YES, provide number and type of license: _____

Does Applicant possess a valid business registration issued by the City of Alamogordo, New Mexico? ☒ YES ☐ NO If YES, provide number of the business registration: _____

Applicant hereby agrees to observe and obey all laws, Ordinances, rules and regulations of the governments of the United States, the State of New Mexico and the City of Alamogordo, New Mexico, as may be amended from time to time, which are applicable to the sale or display of fireworks. Applicant acknowledges receipt of the City of Alamogordo's Ordinance governing sale/display of fireworks, which was effective at the time this application was submitted.

APPLICANT

Cathy J. Harper
(Full name of Applicant)

New Mexico Museum of Space History
(Name of Business)

By: Cathy Harper
(Signature of Authorized Representative)

Cathy J. Harper
(Full name of Authorized Representative)

ACKNOWLEDGMENT

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

The foregoing Application for Permit to Sell or Display Fireworks was acknowledged before me this 6 day of June, 2017, by (name) Cathy Harper, (title) Marketing Director, of (name of business) NM Museum of Space History a (corporation) a limited partnership or partnership) corporation, on behalf of the (corporation, a limited partnership or partnership) corporation/NMMSH.

My Commission Expires: Oct. 27, 2020

[Signature]
Notary Public

A non-refundable fee in the amount of Twenty-five Dollars (\$25.00) shall accompany this application.

CITY CLERK'S OFFICE USE ONLY

LICENSING YEAR: February 1, 20____ through January 31, 20____

City License No. _____ Date \$25.00 fee Paid: _____ Renewal _____ Initial _____

[REVISED 2008]

**PYRO SHOWS OF TEXAS
6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135**

Contract Agreement

This Agreement, made this 5 Day of June 2017, by and between PYRO SHOWS OF TEXAS, Inc., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas, and hereinafter referred to as PYRO SHOWS and the INTERNATIONAL SPACE HALL OF FAME FOUNDATION with their principle place of business located at P.O. Box 5430 Alamogordo, New Mexico 88311-5430, hereinafter referred to as "Customer."

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to customer a firework display (hereinafter "SHOW") pursuant to our custom proposal 17-TX-07-04-C-31500-000057. The show will be given on the 4th Day of July, 2017. In case of rainout, display show will be held on July 5, 2017.

II. CANCELLATION: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty percent (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

III. SECURITY AREA: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2010 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor, and submitted and approved, to PYRO SHOWS prior to the event.

IV. SITE CLEANUP: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of fireworks debris located in and around fallout zone.

V. INDEMNIFICATION AND HOLD HARMLESS: To the extent permitted by law, Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VI. AMENDMENT & ASSIGNMENT: To the extent permitted by law, this agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

VII. PERMITS AND LICENSES: PYRO SHOWS shall be responsible for and Customer agrees to assist PYRO SHOWS in the acquisition and maintenance of all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. Any expenses for security or stand by fire protection shall be the responsibility of the customer. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.

VIII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS: Except as provided for in Section VII. PERMITS AND LICENSES, promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

IX. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XV, unless this provision is prohibited by law.

X. ADVERTISEMENT AND PROMOTIONS: Customer agrees to state that fireworks display is being provided by Pyro Shows in all advertisements and promotions. Furthermore, Customer agrees to allow Pyro Shows to use sponsors name in Pyro Shows list of clients and any Pyro Shows advertisements and promotions.

XI. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XII. WORKER'S COMPENSATION/EMPLOYEES: PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

XIII. INSURANCE: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer and Customer's Sponsors as additional insured's under the terms of this coverage. Pyro Shows of Texas, Inc. will provide a certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

XIV. PAYMENT TERMS: The INTERNATIONAL SPACE HALL OF FAME FOUNDATION shall pay PYRO SHOWS \$31,500 plus all applicable taxes according to the terms and conditions set forth in the attached Proposal for presenting the Show. Customer shall submit a 50% deposit (\$15,750) upon return of signed contract by June 9, 2017. Balance will be due in PYRO SHOWS office prior to the day of show.

XV. TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be payable to PYRO SHOWS OF TEXAS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____ Date _____
Steve Frantz, Vice President

INTERNATIONAL SPACE HALL OF FAME FOUNDATION

BY: Cathy Harper Cathy Harper Marketing Director Date 6.5.17
Signature Print Name Title

COMPANY LICENSE

**NEW MEXICO
PUBLIC REGULATION COMMISSION
STATE FIRE MARSHAL'S OFFICE FIREWORKS LICENSING & SAFETY**

*In accordance with the Fireworks License Act, Sections 70-2C-1 Through 70-2C-11
Effective February 1990 and subsequent amendments (1990 & 1999)*

**PYRO SHOWS OF TEXAS
6601 NINE MILE AZLE RD.
FORT WORTH, TX 76135**

This license is issued to the person, firm, or corporation selling **DISPLAY FIREWORKS**.

THIS LICENSE IS NON-TRANSFERABLE AND MUST BE DISPLAYED AT ALL TIMES

NOTICE: This license may be revoked or suspended by the State Fire Marshal, his Deputy, or Designee for violating any of the provisions of Chapter 70 Article #20 NMSA 1978 "FIREWORKS LICENSING & SAFETY ACT"



ISSUED BY THE STATE FIRE MARSHAL'S DIVISION

DATE OF ISSUE: 02/08/2017

2017

Expires January 31, 2018

**CLASS B
DISTRIBUTOR
LICENSE**

#17-4-002



COMPANY LICENSE

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number
5-TX-439-51-9K-01722

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date
October 1, 2019

Name
PYRO SHOWS OF TEXAS INC.

Premises Address (Changes? Notify the FELC at least 10 days before the change.)

6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Paragraph

The licensee or permittee named above shall use a copy of this license or permit to assist a transfer of explosives to verify the identity and the business status of the licensee or permittee as provided by 27 CFR Part 555. The signature of the licensee or permittee shall be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature shall be that of the Federal Explosives Licensee (FELC) or a responsible person of the licensee or permittee. This is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under the type of License or Permit.

Mailing Address (Changes? Notify the FELC of any changes.)

PYRO SHOWS OF TEXAS INC
6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition: 10/1/2011

ATF Form 5400 (4-5400) 15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Get Here X

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	PYRO SHOWS OF TEXAS INC
Business Name:	
License/Permit Number:	5-TX-439-51-9K-01722
License/Permit Type:	51-IMPORTER OF EXPLOSIVES
Expiration:	October 1, 2019
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/09/2017

Report No: 10.

Submitted By: Lauren Truitt

Subject: Consider and act upon new agreement with Grant Dalpes d/b/a G&L Golf Services. (*Lauren Truitt, City Attorney*)

Fiscal Impact:

Amount Budgeted: \$990.00

Fund: 090-0001-456-57-63

Additional Fiscal Impact: Annual Fee: \$30,000 plus \$2,400 GRT = \$32,400

Compensation for Basic Services: \$957,600. This includes portion of green fees, membership fees, golf cart rental fees, golf cart trail fees, and driving range.

Recommendation: Approve Agreement with Grant Dalpes d/b/a G&L Golf.

Background:

This agreement with G&L Golf is the result of an RFP for golf services. The agreement is for 6 years with 2 additional one year terms.

Professional Service Agreement Golf Services

This agreement (hereinafter referred to as the “Agreement”) is made by and between the City of Alamogordo (herein referred to as the “City”) and G & L Golf, Inc. (herein referred to as the “Pro”).

Whereas, the City is the owner of the Desert Lakes Golf Course; and

Whereas, the City wishes to engage, as an independent contractor, a competent golf professional to manage and operate the Desert Lakes Golf Course (herein referred to as the “Course”), a restaurant known as the 19th Hole (the “Restaurant”), a pro shop, club house facilities and a cart barn for the storage of golf carts, (collectively, “Desert Lakes”). Further the City wishes to lease its Governmental Liquor License as part of the agreement.

Whereas, the Golf Professional is a golf professional with demonstrated abilities in the operation of similar facilities and wishes to lease the liquor license and manage the Course and Restaurant as an independent contractor.

Now therefore, in consideration of the mutual benefit to be derived by both parties herein, it is agreed as follows:

1. ENGAGEMENT OF THE GOLF PROFESSIONAL. City shall engage the Pro as an independent contractor to operate the Course, which operation shall include the golf course, driving range, club house facilities, pro shop and the cart barn, and the Restaurant, which shall include the liquor license, as more particularly described herein, in accordance with the terms, conditions and covenants contained herein.

2. TERM

- a) **Term of Agreement.** Notwithstanding the date of execution, the initial term of this Agreement shall be six (6) years, beginning on July 1, 2017 and ending June 30, 2023 unless otherwise terminated pursuant to the terms of this Agreement. This Agreement is a multi-year contract in excess of the specified period set forth in the City’s Procurement Code on the basis that the City Commission made a finding that the contracted services are exempt from said time period under section 2-13-270(2) of the City’s Procurement Code due to the continuing nature and necessary specificity of the contracted services.
- b) **Option to Renew.** This Agreement may be extended upon the written mutual consent of the parties for one additional two-year terms, beginning July 1st and ending June 30th, and upon the terms and conditions stated herein.
- c) **Buyout.** The Golf Professional and the City of Alamogordo agree to negotiate and finalize a buyout clause by amendment to this Agreement within the first two years of the initial term thereof.
- d) **Effect of Termination.** Upon the termination or expiration of this Agreement, all employees and agents of Golf Professional shall vacate Desert Lakes and shall have

no further rights or duties thereon, except to ensure and organize a proper transfer of the premises, property, and records of the Course. Upon the expiration of the term of this Agreement, and any extensions, Golf Professional shall remove all his goods, wares and merchandise from the premises and any equipment or fixtures placed therein by the Golf Professional within thirty (30) days of the expiration date. In the event of early termination for other cause, the Golf Professional shall have sixty (60) days to complete removal of this property, equipment and fixtures from the premises. Removal of fixtures and improvements attached to the structure shall not leave the premises in a worse condition than at the time of execution of this Agreement. The City may, but need not, treat any property remaining upon the expiration of this Agreement, or period for removal of Golf Professional's property, as abandoned by Golf Professional, and may make any disposition of such property as the City deems fitting.

3. **BASIC SERVICE OBLIGATIONS:**

- (a) **General**. Golf Professional agrees to operate Desert Lakes as a municipal golf course facility, and in a manner that is in the best interests of the City. Subject to this Agreement, Golf Professional shall have control and discretion in the management and operation of Course.
- (b) **Operational Policy Manual**. Golf Professional shall develop and maintain an Operational Policy Manual for the operations of Desert Lakes Golf Course and shall operate Desert Lakes Golf Course in a manner consistent with those policies. Changes and/or amendments to the Operational Policy Manual shall be reviewed by the City Manager (or the designee thereof) prior to adoption by Desert Lakes Golf Course, and shall be approved by the City Manager unless contrary to federal, state, local law, or an established policy of the City of Alamogordo.
- (c) **Golf Professional Services**. Golf Professional is hereby authorized and required to sell, rent, store and/or repair golf equipment; sell golf related clothing and supplies; provide instructional services in the playing of golf; rent power-driven golf carts and manually operated golf carts; and operate the driving range as set forth in this Agreement. The Golf Professional shall provide competent personnel necessary for such operations and shall supervise them in their work and shall pay them for their services at the Golf Professional's sole cost and expense. Except as otherwise proved for herein, Golf Professional shall pay all operating expenses associated with the provision of golf professional services.
 - (1) **Merchandise**. Golf Professional shall provide and maintain in the pro shop at his own expense such inventory of golf merchandise as is deemed necessary by the Golf Professional to adequately meet the demand of the public.
 - (2) **Golf Instruction**. Golf Professional shall provide for golf instruction by employing or contracting with qualified instructors accredited by the PGA and the PGA apprentice program or such other qualified instructors as approved by the City.
 - (3) **Junior Golf Program**. Golf Professional shall promote a junior golf program.

- (4) **Golf Cart Rentals.** Golf Professional shall provide power-driven golf cart rentals by offering a clean well maintained fleet. Golf Professional shall handle the rental, maintenance, and cleaning of the golf carts. Golf Professional may prohibit the use of power-driven golf carts on the golf course whenever weather conditions expose the user to danger or the golf course to damage from operation thereon.
- (d) **Golf Course Starter Services.** Golf Professional shall render and provide golf course starter services including, but not limited to, the opening and closing of the Course at the appropriate times, the collection of green fees and tournament fees, the taking of reservations from the computer, telephone or from patrons at the Course, the recording of reservations on the starter sheets, the placing of golfers' names on a call sheet as necessary, the sending of golfers to the tee and starting them off at proper intervals in groups of not more than five, the receiving of requests from groups for tournaments, the booking of tournaments, the satisfying of tournament food and beverage needs through the Restaurant, the taking of all necessary actions to speed play on the Course, the issuing of a point of sale receipt to each golfer as the green fee is paid. Except as otherwise provided for herein, Golf Professional shall pay all operating expenses associated with the provision of golf course starter services.
- (e) **Water Hole Concession.** The Golf Professional shall have the exclusive right to retrieve golf balls from the water hazards or other bodies of water located within the Course and retain any proceeds from the sale of the retrieved balls. Golf Professional shall use an experienced and reputable company for this purpose and shall exercise due care so as not to harm any pipes, drainage equipment, irrigation facilities or other similar apparatus located within the water hazards or bodies of water. Golf Professional will expend a dollar amount equal to the amounts received from the sale of the retrieved balls on improvements to the driving range equipment or for the purchase of new range balls. Except as otherwise provided for herein, Golf Professional shall pay all operating expenses associated with the water hole concession.
- (f) **Restaurant Services.** The Golf Professional will be responsible for the operation, management, and supervision of the food and beverage concessions in the Restaurant. Golf Professional shall have control and discretion in the management and operation of the Restaurant, including establishing the prices the Gold Professional deems appropriate for the food and beverage concessions. The Golf Professional may rent the Restaurant for outings and special events. The Gold Professional shall provide competent personnel necessary for such operations and shall supervise them in their work and shall pay them for their services at the Golf Professional's sole cost and expense. The Restaurant operations shall be friendly, courteous, and efficient, with quality service, food and beverage items and appearance. Staff shall be neat and clean. The Golf Professional, subject to this Agreement, shall have complete charge of all personnel and any approved subcontractors performing the restaurant services and shall be fully responsible for the services performed by them or on their behalf. The Golf Professional shall obtain the City's prior approval in writing before entering into a subcontract for the performance of any part of the restaurant services. Except as otherwise provided for herein, Golf Professional shall pay all operating expenses

associated with the provision of restaurant services. The City makes no representations or guarantees as to the profitability of the restaurant services.

- (1) Lease of Alcoholic Beverage License. The City agrees to lease its governmental license to sell alcoholic beverages at the Course to the Golf Professional during the term of this Agreement, and upon such terms and conditions as may be set forth in law and regulation including, but not limited to, those promulgated by the Alcohol and Gaming Division, Department of Regulation and Licensing, State of New Mexico. The City represents and warrants that during the term of this Agreement that no other party shall be given authority to sell alcoholic beverages from anywhere on the Course.
 - (2) Equipment and Fixtures. Upon commencement of this Agreement, Golf Professional may take possession of, clean, repair, and use those items of restaurant equipment identified in "Schedule A" attached hereto and made a part hereof. The items listed in Schedule A shall remain the property of the City. Additions or deletions shall be noted in writing to the city and by the City after consultation with the Golf Professional. All other equipment necessary to provide the Restaurant Services enunciated in the Agreement shall be provided by the Golf Professional. All trade fixtures not on Schedule A (including but not limited to cooking appliances, refrigeration appliances, and snack and salad bars), furnishings and the like which have been purchased by Golf Professional may become the property of the City upon termination or expiration of this agreement. At the option of the City, the City may, at the expiration of this Agreement, purchase any equipment furnished by the Golf Professional at the equipment's fair market value as determined by a qualified appraiser. When equipment from Schedule A has to be replaced, it shall be the responsibility of the Golf Professional. The City shall purchase replaced equipment at the end of the contract based on the fair market appraised value.
 - (3) Hours of Operation. At a minimum, the Golf Professional shall open and provide food and beverage concessions during daylight hours in the Restaurant three hundred and sixty (360) days during each calendar year.
- (g) **Building and Equipment Maintenance Services.** The Golf Professional shall keep and maintain the premises, including but not limited to: the clubhouse; storage spaces; the golf carts; Cart Barn and the Restaurant; in good, operable, usable and sanitary order and repair and in a good, safe condition throughout the term of this Agreement (excluding ground maintenance, which shall be provided by the City.) The Golf Professional shall be responsible for providing routing maintenance and janitorial services for the clubhouse, pro shop, Cart Barn, and Restaurant. The janitorial services shall include, but not be limited to: cleaning of windows (inside and outside), shampooing and cleaning carpets, cleaning of chairs, daily maintenance of lavatories and washbasins and other interior furnishing, equipment, and fixtures. The Golf Professional agrees to keep the pro shop, clubhouse, and the Restaurant in a clean and sanitary condition at all times. The Golf Professional may, with the City's prior written approval (which shall not be unreasonable withheld,) make modifications, alterations and other changes to the interior of the clubhouse. Except as otherwise provided for

herein, Golf Professional shall pay all operating expenses associated with the provision of building and equipment maintenance services.

- (h) **Utility Services.** Electrical service and other utility services used on or serving the clubhouse facility and the cart barn, including but not limited to, telephone, gas, sewage and water, shall be the responsibility of the Golf Professional. The Golf Professional shall timely pay all charges incurred for said services. The City shall be responsible for payment of all other utilities necessary to maintain the golf course and driving range.

4. OPERATING RESPONSIBILITIES.

- a) The Golf Professional shall maintain, in accordance with generally accepted accounting methods, in the clubhouse, a complete set of books for operations under this Agreement. The books and records of the Golf Professional relating to this Agreement shall be made available upon request to agents or officials of the City for auditing purposes. An annual compilation of these books shall be prepared by a certified public accountant at the Golf Professional's sole expense. This annual compilation shall be submitted to the City Clerk's office within 120 days of the close of the fiscal year. Golf Professional shall provide to the City's Finance Director a quarterly Golf Course activity report which shall include the total amount of revenues collected from each source identified in paragraph 6 of this Agreement. The required activity report shall be submitted to the City's Finance Director no later than the 15th day of the month following the end of the quarter.
- b) The Golf Professional shall be responsible for minor clubhouse maintenance and repairs. "Minor maintenance and repairs" as used in this Agreement shall mean such maintenance and repairs that does not exceed five-thousand dollars (\$5,000) per instance. The Golf Professional shall also be responsible for: general litter clean-up of the exterior and parking areas, replacement of light bulbs, minor plumbing on restroom fixtures, and the replacement of toilet paper, towels, and soap in the restrooms. Minor maintenance and repairs as well as the purchase of supplies will be done at the sole cost of the Golf Professional.
- c) The Golf Professional and the Golf Course Superintendent ("GCS") shall have a mutual obligation to communicate on a regular basis regarding course conditions, tournaments, and special events. The Golf Professional shall provide input on any proposed changes to the golf course. The Golf Professional shall be invited to participate in the annual budget preparation with the GCS. Meetings on the annual budget will be jointly scheduled with the Golf Professional and the GCS.
- d) Golf Professional shall obtain and keep current all licenses and/or permits necessary to accomplish the obligations imposed by this Agreement, with the exception of the governmental liquor license which shall be maintained by the City.
- e) The Golf Professional shall allow the Alamogordo High School Golf Team to play the Course without charge from August 15 – May 30 of each year in

accordance with any Agreement between Alamogordo Public Schools and the City of Alamogordo. This play includes use of the driving range and 3 – 5 days annually for tournaments.

- f) Compliance with Laws. The Golf Professional shall comply with all municipal ordinances and all state and federal laws and regulations applicable to the terms and conditions of this Agreement. The Golf Professional shall comply with all rules and regulations adopted by the City and will enforce all such rules at the Golf Course. The Golf Professional shall not knowingly permit any illegal activities to be conducted on or at Desert Lakes. If any permits or licenses are required in the course of any events, activities, or other obligations, the Golf Professional shall obtain all such permits or licenses from the appropriate regulatory agency before undertaking the regulated activity. The cost of obtaining such licenses and permits will be paid by the Golf Professional. The governmental liquor license, however, shall be maintained by the City of Alamogordo.
- g) Signs. The Golf Professional shall not post any signs at the Golf Course, other than any notices regarding normal day-to-day activities and operating prices, without the prior approval of the City Manager.
- h) Refrain from Discrimination. During the performance of this Agreement, the Golf Professional agrees as follows:

The Golf Professional will not discriminate against any employee or applicant for employment because of creed, religion, race, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Golf Professional will take affirmative action to ensure that employees and applicants for employment are treated without regard to their of creed, religion, race, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment (to include recruitment advertising), layoff or termination, rates of pay or other forms of compensation, and selection for training – including apprenticeship. The Golf Professional agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The Golf Professional will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to these provisions; provided, nothing herein shall prevent an employer from giving preference in employment to members of his/her immediate family.

- i) Public Use: Marketing. The Golf Professional shall use his best efforts to maximize the public use of Desert Lakes. The Golf Professional shall use his best efforts to effectively market and promote Desert Lakes to insure its financial and

operating success.

- j) Safety. The Golf Professional shall immediately address any unsafe conditions at Desert Lakes, as well as any unsafe practices occurring thereon, that are known or should be known by the Golf Professional. The Golf Professional shall cooperate fully with the City in the investigation of any accidental injury or death occurring at Desert Lakes.
- k) Use of Facilities Restrictions. The Golf Professional shall obtain prior written approval from the designated representative of the City with regard to (1) any events or activities not otherwise specifically provided for or authorized under this Agreement, or (2) any extraordinary events or activities requiring the exclusive use of the Course or any portion thereof.
- l) Fee Structure. The fees to be charged for the use of the course shall be set forth by the City Manager and as from time to time amended or revised. The fee schedule may include but not be limited to: (1) all green fees; (2) membership fees; (3) golf cart rental fees; (4) cart barn rental fees; and (5) trail fees. The Golf Professional shall propose fees in writing to the City by April 1 for the next fiscal year. The City will review the fee proposal with the Golf Professional.
 - (1) Notwithstanding the foregoing, the Golf Professional may:
 - (i) Discount fees or package green fees when the Golf Professional determines that such discounting or packaging would encourage play. Discounting or packaging shall be limited as follows:
 - The discounted green fee shall not be less than 80% of the regular green fee unless otherwise consented to in writing by the City;
 - Discounts must target low traffic or course usage periods, such as twilight hours, and must be intended to increase long-term patronage;
 - The Golf Professional shall keep a record of all such discount or packaging programs, which shall be provided to the City upon request.
 - (2) Permit up to 3000 Complimentary/Promotional Rounds to be played in each year of the Agreement at no charge. There is no “carry over” nor “borrowing.” Golf Professional shall maintain a record of the number of Complimentary/Promotional rounds permitted and shall report that number in its quarterly activity report.
 - (3) Make the following membership discounts:
 - Prorate an annual membership for an individual who has not held a membership in the preceding five (5) years;
 - Extend membership due to illness, injury, or some other serious matter that is beyond the control of the individual, which made it unreasonable for the member to utilize their paid membership. This provision will not authorize Golf Professional to issue refunds or

transfer a membership or credit to another person or member. Any member requesting such extension shall provide Golf Professional with written documentation stating the reason for the request to extend.

- Discount membership fees up to 10% so as to create a packaging of a membership with other annual fees. The total package must exceed the undiscounted annual membership fee. For example, Golf Professional may package a discounted annual membership fee with annual range ball package.
- m) Prompt Payment. The Golf Professional shall promptly pay all debts incurred by him for the purchase of goods or services used in the operation of the leased premises. Golf Professional shall not permit any lien to be established against the premises.
- n) Gross Receipts Statements. Golf Professional shall be required to provide monthly copies of the gross receipts tax statements and total sales volume from alcoholic and non-alcoholic sales within fifteen (15) days after the due date to the Department of Taxation and Revenue, State of New Mexico.

5. TERMINATION/EXPIRATION.

- a) This Agreement will terminate upon the happening of any of the following events:
 - 1) Upon its normal expiration if not renewed;
 - 2) Upon the death of Grant Dalpes if G & L Golf, Inc. is unable to satisfactorily establish its ability to perform the services required hereunder for a consecutive six (6) month period. In such an event, the City may elect to terminate this Agreement effective sixty (60) days after notice is delivered either to the agent of G & L Golf, Inc., or the individual acting as the Golf Professional at that time.
 - 3) Upon the physical disability of the golf Professional, if G & L Golf, Inc. is unable to satisfactorily establish its ability to perform the services required hereunder for a consecutive six (6) month period. After such period, the City may elect to terminate this Agreement effective sixty (60) days after notice is delivered to the Golf Professional.
 - 4) If either the City or the Golf Professional fail to comply with any of the provisions of this Agreement, and fail to cure the same or are unable to provide justification for such noncompliance, then this Agreement may be terminated by the complying party. Said termination shall be effective thirty (30) days after mailing notice to the address provided in this Agreement by first class U.S. mail, or hand delivery or such notice.
- b) In the event of termination or expiration of this Agreement, the City will:
 - 1. Reimburse the Golf Professional at cost for new, unused pro shop inventory upon presentation of paid invoices.
 - 2. Reimburse the Golf Professional for any trade fixtures and equipment that the Golf Professional does not wish to remove and that the City in its sole

option wishes to retain at its fair market value as determined by a qualified appraiser, provided there are no liens against the trade fixtures or equipment. Prior to the commencement date of this Agreement, Golf Professional will provide a report of trade fixtures showing the value of each fixture.

3. Reimburse the Golf Professional, within ninety (90) days of the termination of this agreement, for any capital improvements made on the course, at the depreciated rate, and provided such improvements were made with the approval of the City. The depreciated rate shall be straight line over the class life of the improvement, such life having been approved by the city in writing prior to the installation. Prior to the commencement date of this Agreement, Golf Professional will provide a report showing any and all Capital Improvements made by Golf Professional that were approved by the City, supporting documentation indicating the City's approval, and the depreciated value for each Capital Improvement.
4. Assume Golf Professional's obligations under contracts for the purchase or rental of capital equipment used by Golf Professional at the course in performing services under this Agreement including, but not limited to a contract for the purchase or rental of golf carts, provided the City has approved the contracts prior to execution. Such approval shall not be unreasonably withheld by the City. Prior to the commencement date of this Agreement, Golf Professional will provide a list of all contracts or leases indicating both the start date and the expiration date for each contract or lease and supporting documentation indicating the City's approval.
5. Reimburse the Golf Professional for the cost of usable inventories remaining in Restaurant upon presentation of paid invoices.

6. COMPENSATION.

(a) **Annual Fee.** During the term of the Agreement, the City shall pay the Golf Professional, in quarterly installments, a fixed amount of \$30,000, plus gross receipts tax, per year. The City will pay the quarterly fee by the fifth (5th) working day following the close of each quarter within 30 days of receipt of an invoice from the Golf Professional.

(b) **Compensation for Basic Services.** In addition to the Annual Fee, the City agrees to pay the Golf Professional:

- 20% of all green fees;
- 25% of all membership fees;
- 60% of all golf cart rental fees;
- 40% of the golf cart trail fees; and
- **60% of the monthly gross receipts from the driving range.**

Payments shall be calculated on total adjusted gross sales, which for the purpose of this Agreement, shall be defined as all revenue obtained from sales of the above listed goods and services after documented refunds, over-rings, and voids are deducted.

The Golf Professional shall receive all receipts from golf instruction fees, all receipts from the rental, repair, and sale of golf equipment, clothing, supplies, and other items which may be sold in the pro shop, and locker rentals.

The Golf Professional shall receive all receipts from golf cart shed rentals.

The Golf Professional shall cause to be delivered to the City's Finance Director on the following day in which the total is accumulated, at any time during the playing season, all monies collected, less the amounts to be deducted for the Golf Professional as provided in this section.

- (c) **Food and Beverage Services**. City shall receive five percent (5%) of the gross revenues derived from the operation of the food and beverage services on the Course, regardless of the location of the actual sale. For purposes of this section, revenues shall be gross revenues prior to the application of Gross Receipts tax. The amounts due to the City shall be turned in to the City Finance Department in the same manner other monies are collected. At no time shall the City be responsible for any operating losses of the restaurant and beverage operations.

7. **DIRECTOR OF COMMUNITY SERVICES OR DESIGNATE.** The Director of Community Services, or designate, shall be the designated representative of the City for the purposes of supervising and managing Desert Lakes to insure compliance with the terms of this Agreement. The Golf Professional shall first address all concerns to this designated representative.

8. **DUTIES AND RESPONSIBILITIES OF THE CITY**

- (a) The City shall be responsible for the maintenance of course grounds, the driving range and parking area, lighting, flooring, restroom fixtures, plumbing, heating, and air conditioning.

The Golf Professional and the GCS shall develop a complete maintenance plan within the first year of this agreement. The Golf Professional shall coordinate with and solicit input from the Alamogordo Men's Golf Association (AMGA), the Alamogordo Women's Golf Association (AWGA) and the Community Services Director.

The proposed maintenance plan must be approved by the City Manager and the Community Services Director and shall be subject discretion with regard to budgetary considerations.

Upon approval of the maintenance plan by the City Manager and the Community Services Director, the City shall be required to operate the golf course in accordance with the approved maintenance plan from year two forward. Thereafter, the maintenance plan shall be reviewed annually by the GCS in coordination with the Golf Professional. Any proposed updates to the plan shall be approved by the Golf Professional, the City Manager and the Community Services Director.

Any changes, variation, or deviation from the maintenance plan shall be presented to the Golf Professional thirty (30) days prior to implementation. The Golf Professional shall provide any comments and suggestions on the proposed changes to the Community Services Director a minimum of ten (10) days prior to the implementation. The parties agree that short term rescheduling of maintenance items does not require amendments to the maintenance plan.

Determination of good and serviceable condition shall be made by the Community Services Director in conjunction with the Golf Professional, the AMGA & AWGA. If the determination is that the course is not in good and serviceable condition the City shall have thirty (30) days to correct the situation. If the situation is not corrected in thirty (30) days the City shall pay the Golf Professional an additional 10% of the green fee revenue until the situation is corrected. This additional amount is to overcome Golf Professional's loss of revenue due to the unacceptable course condition.

Any projects or improvements proposed by the City that are not part of the approved maintenance plan shall be agreed upon by the Golf Professional in writing and shall have a set date for completion. These projects will be required to leave the course in good serviceable condition.

Additionally, the City shall at its sole expense be responsible for the upkeep on: parking lot, exterior of buildings, exterior lighting, heating and cooling equipment, ventilation equipment, fences, landscaping, replacement of plate glass, upkeep of utility connections to any buildings, and keeping roofing in good and serviceable condition. Such determination of good and serviceable condition shall be made by the City Manager in conjunction with the Pro.

The Golf Professional hereby agrees to the closure of the Course for purposes of maintenance to be performed by the City up to four (4) occasions annually and upon fourteen (14) days notice from the City. The Community Services Director for the City of Alamogordo shall make all reasonable efforts to coordinate with the Golf Professional regarding the time and manner of Course closure.

(b) MIS/Computer Support Services. During the term of this Agreement, the City agrees to provide MIS/computer support services necessary for the operations of the Course at no charge to the Golf Professional, to include networking & configuration as well any hardware and/or software that the City may require. A list of computer equipment and software owned or possessed by the respective parties relating to this Agreement as of the Effective Date is attached hereto as Schedule C. The City shall have access at all reasonable times to the equipment.

9. **GOLF CARTS.** Except as otherwise limited herein, the provision of golf cars for use on the course shall be the sole and exclusive responsibility of the Golf Professional. Attached hereto as Schedule B is a list of those individuals who have privately owned golf carts that have been grandfathered in and may use the carts on the course, subject to reasonable rules and regulations as set by the Golf Professional and the payment of reasonable storage and/or trail fees.

10. **CITY ACCESS.** Upon reasonable notification to the Golf Professional, the City shall have reasonable access to all leased premises for the purpose of inspecting the same and making the repairs for which the City is responsible as provided herein.
11. **EQUIPMENT AND TRADE FIXTURES.** Golf Professional shall have the authority to purchase, at Pro's sole cost and expense, such trade fixtures and equipment as the Pro may feel necessary or appropriate. Disposition of these items will be as set forth in this Agreement.
12. **INSURANCE**
- (a) Liability Insurance Throughout the term of Agreement, City will maintain in effect a policy of liability insurance, or self-insure, against all risks for which a municipality may be held liable under the laws of the State of New Mexico. The amounts of such insurance shall not be a limitation of City's agreement to indemnify, defend and hold the Golf Professional harmless.
- (b) Pro Liability Insurance Professional shall secure public liability, property damage and products liability insurance with policy limits not less than the minimum amount which the City is liable under the New Mexico Tort Claims Act. The amounts of such insurance shall not be a limitation of the Golf Professional's agreement to indemnify, defend and hold City harmless.
- (c) Fire and Casualty Insurance City shall at all times maintain in effect, with Golf Professional as an additional insured, insurance against loss by fire or other casualty for the clubhouse facility, cart barn and any other buildings or improvements located on the Course.
- (d) Evidence of Insurance. Each party shall deliver to the other a certified copy of the relevant policies of insurance or a certificate evidencing such insurance, upon written request. Each policy or certificate evidencing such insurance shall contain a provision requiring thirty (30) days' notice to the certificate holder before cancellation or a material change of the policy.
13. **INDEMNITY**
- Golf Professional shall defend, indemnify, and hold harmless City from any and all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind and from any source which may arise out of the performance of this Agreement, caused by the negligent acts or failure to act of the Golf Professional, its officers, employees, servants, subcontractors, or agents. In the event that any action, suit, or proceeding related to the services performed by the Golf Professional or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the Golf Professional, the Golf Professional shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City. Any liability incurred in connection with this Agreement on the part of the City is subject to the immunities and limitation of the New Mexico Tort Claims Act.

- 14. STATUS OF GOLF PROFESSIONAL AND EMPLOYEES.** The Golf Professional shall employ any assistants or employees necessary to effectively carry out the duties enumerated in this agreement. The Golf Professional and its agents and employees are independent contractors performing services for the City. No statement herein shall be construed so as to find the Golf Professional, or its agents and employees, to be an employee of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, and bonding use of City vehicles, or any other benefits afforded to employees of the City of Alamogordo as a result of this agreement. The Golf Professional acknowledges that all sums received hereunder are personally reportable by the Golf Professional for income tax purposes as self-employment or business income. Notwithstanding the foregoing, City retains approval of the person performing the on-site duties of the Golf Professional. Golf Professional shall not replace its on-site principal without prior approval from the City .
- 15. DAMAGES TO PREMISES.**
- (a) If at any time during the term of this Agreement, Desert Lakes, or any improvements located thereon, including, but not limited to the heating, air conditioning, ventilation and sewage systems, are damaged by fire, act of nature, act of City or other cause beyond Golf Professional's control, such that it is impractical or impossible for Golf Professional to perform the services contemplated by this Agreement, Golf Professional may terminate the Agreement. To so terminate, Golf Professional shall deliver written notice to City within twenty-one (21) days after the damage occurs, specifying the reasons for termination. Upon delivery of the notice, Golf Professional shall have no further liability to the City beyond payment of fees provided herein and accrued to the date of termination.
 - (b) If Golf Professional elects not to terminate Agreement, the Golf Professional shall give written notice to the city of its election not to terminate. Failure to provide notice within twenty-one (21) days of the damage shall be construed as notice to continue operation. As soon as reasonably possible after receipt of said notice, City shall restore Desert Lakes, and/or, if applicable, any major improvements located thereon, including but not limited to the heating, air conditioning and sewage systems, to the condition they were in before the damage occurred.
 - (c) If at any time during the term of the Agreement the Clubhouse, Desert Lakes, or any improvements are damaged by causes within the Golf Professional's control, the Golf Professional shall be responsible at his sole cost to return Desert Lakes or any improvements to the same or better state as prior to the damage. Failure of the Golf Professional to immediately restore the damage may be basis for termination.
- 16. FORCE MAJEURE.** If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, labor trouble, inability to procure material, failure of power, restrictive governmental laws or regulations, including, but not limited to, any laws or regulations imposed by City, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under Agreement, at the option of the party

delayed, Agreement may be terminated or the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

17. **NOTICES.** City and the Golf Professional agree that any notices sent pertaining to this agreement shall be sent by the mailing of written notice, by United States mail, postage prepaid, to the address of the other party as set forth below or to such other address as the party may designate in writing:

For City: City Manager, City of Alamogordo, 1376 E. Ninth Street, Alamogordo NM 88310

For Golf Professional: G & L Golf, Inc., 2351 Hamilton Rd., Alamogordo, NM 88310

18. **APPROPRIATIONS.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Commission for the City of Alamogordo for the performance of his Agreement. If sufficient appropriations and authorization are not made by the Commission, this Agreement shall terminate upon written notice being given by the City to the Golf Professional. The City's decision as to whether sufficient appropriations are available shall be accepted by the Golf Professional and shall be final.
19. **CONFIDENTIALITY.** Any confidential information provided to or developed by the Golf Professional in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Golf Professional without prior written approval by the City Manager.
20. **MISCELLANEOUS PROVISIONS**
- (a) The waiver by either party of a breach or violation of any provision of Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
 - (b) No modification, amendment, addition to or termination of Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by all of the parties, except as herein otherwise provided.
 - (c) Agreement shall be binding on the parties, their distributees, legal representatives, successors and permitted assigns. Agreement is personal to each of the parties, and neither party may assign nor delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.
 - (d) Any and all notices required or permitted to be given under Agreement will be sufficient if furnished in writing, sent by registered mail to the address listed in this agreement.
 - (e) Agreement shall be interpreted, construed, and governed according to the laws of the State of New Mexico.

- (f) In the event that any one or more of the provisions contained in Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
- (i) The paragraph or section headings contained in the Agreement are for convenience only and shall in no manner be construed as a part of Agreement.
- (i) Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.
- (j) Each party which is a signatory to Agreement has full authority to enter into Agreement.

IN WITNESS WHEREOF, City and Golf Professional have executed this Agreement on the date set opposite their signatures.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Date

By: _____
Margaret Paluch, Acting City Manager
1376 E. Ninth Street
Alamogordo, NM 88310
(505) 439-4200

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Lauren E. A. Truitt, City Attorney

G & L GOLF, INC.

By: _____

Date

By: _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/08/2017

Report No: 11.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon, Ordinance No. 1540 for first publication for a map amendment to the official zoning map of the City of Alamogordo to rezone the property with the legal description Alamo Blocks BLK 84 LT 17 PT of, LT 18 PT, of LT 19 PT of. located within the 1100 block of North Florida Ave. from R-4 Multiple Family Dwelling to C-3 Business. Case Z-2017-0003(A) 801 E 10th St. First Assembly of God Church. (*Darron Williams, City Planner*) **(Roll Call Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance 1540 for first publication.

Background: Case # Z-2017-0003(A)

Consider, and act upon, Ordinance No. 1540 for first publication for a map amendment to the official zoning map of the City of Alamogordo to rezone the property with the legal description Alamo Blocks BLK 84 LT 17 PT of, LT 18 PT, of LT 19 PT of. located within the 1100 block of North Florida Ave. from R-4 Multiple Family Dwelling to C-3 Business.

ORDINANCE No. 1540

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS ALAMO BLOCKS BLK 84 LT 17 PT OF, LT 18 PT OF, LT 19 PT OF FROM THEIR PRESENT DESIGNATION AND ZONING DISTRICT OF R-4 MULTIPLE FAMILY DWELLING DISTRICT TO C-3 BUSINESS DISTRICT, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, First Assembly of God Church (hereinafter referred to as "the Owners") are the owners of certain real properties commonly known as legally described below (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

WHEREAS, an application has been filed in the Applicants names under Case No. **Z-2017-0003(A)** to change the zoning of the Property, and

WHEREAS, the Planning and Zoning Commission, after notice and hearing did recommend to the City Commission adoption of an ordinance amending the zoning map by removing the Property from the present designation and zoning district of R-4, Multiple Family Dwelling District to C-3 Business District; and

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

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

ALAMO BLOCKS BLK 84 LT 17 PT OF, LT 18 PT OF, LT 19 PT

Is hereby changed from R-4, Multiple Family to C-3 Business District; and; the official zoning map and comprehensive plan of the City are hereby amended to reflect this change.

Ordinance #

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2017

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

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Lauren Truitt, Assistant City Attorney

Ordinance #

Record of Decision
City of Alamogordo
A New Mexico Municipal Corporation

Case#: **Z-2017-0003(A)**

For the Subject Property as follows:

Commonly Known As: **ALAMO BLOCKS BLK 84 LT 17 PT OF, LT 18 PT OF, LT 19 PT OF**

Uniform Property Code & Parcel Code: **MC 01N-4-055-094-305-140 & PC 01-09296**

Legal Description: **ALAMO BLOCKS BLK 84 LT 17 PT OF, LT 18 PT OF, LT 19 PT OF, ALAMOGORDO, OTERO COUNTY, NEW MEXICO**

The Alamogordo Planning & Zoning Commission considered this item on **May 11, 2017** and recommended the following action to the Alamogordo City Commission by a vote of **3-0-0**

Approve the rezoning of the property detailed above for Case # **Z-2017-0003(A)**.

.....
The Alamogordo City Commission issued the following decision on _____, by a vote of _____

Approve as recommended for first publication Ordinance #

.....
The Alamogordo City Commission issued the following decision on _____, by a vote of _____

Approve as recommended for final publication Ordinance # .

Attest:

CITY OF ALAMOGORDO, New Mexico,
A New Mexico Municipal Corporation

Rachel Hughs, City Clerk

Richard Boss, Mayor

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/07/2017

Report No: 12.

Submitted By: Julianne Hall

Subject: Outside Agency funding update for FY18 Final Budget. *(Julianne Hall, Finance Director)*

Fiscal Impact: \$195,000.00

Amount Budgeted: \$195,000.00

Fund: Fund 11 - General Fund, and Fund 105 Economic Development GRT

Additional Fiscal Impact:

Fund 11 - General Fund

OCEDC - Operating Expense Contract \$30,000

Alamogordo MainStreet Program

Professional Services Agreement Contract \$45,000

NMFA Reimbursable Grant MRA Plan \$50,000

Fund 105 - Economic Development GRT

OCEDC - Economic Development Plan \$70,000

Recommendation: Provide direction to staff.

Background: During the Preliminary FY18 Budget Hearing on May 10, 2017 a recommendation was made by the Finance Director and City Manager for funding outside agencies. This is an update on funding sources for two outside agencies, Otero County Economic Development Council (OCEDC), and the Alamogordo MainStreet Program.

Outside Agency Funding

FY2018 Budget

Otero County Economic Development Council (OCEDC)

► Funding Options for FY2018

► OPTION 1: (Current Funding)

- Operating Expense Contract \$30,000 - (Fund 11 General Fund)
- Economic Development Services Contract \$70,000 - (Fund 105 Econ. Dev. GRT)

► OPTION 2: (Recommendation Presented at Budget Hearing 5/10/2017)

- Operating Expense Contract - Discontinue
- Economic Development Services Contract \$80,000 - (Fund 105 Econ. Dev. GRT)
- *RECOMMENDATION: Discontinue Operating Expense Contract which is paid for out of the General Fund. Increase the Economic Development Services Contract to an amount not to exceed \$80,000 (10% of annual revenue generated by Economic Development GRT - allowed by NMSA §7-19D-11)*

Otero County Economic Development Council (OCEDC) – (continued)

► Option 3:

► Funding Options for FY2018

- Operating Expense Contract - \$30,000 - (Fund 11 GF \$20,000, Fund 105 Econ Dev GRT \$10,000)
- Economic Development Services Contract \$70,000 - (Fund 105 Econ. Dev. GRT)

► Funding Options for FY2019

- Operating Expense Contract - \$20,000 - (Fund 11 GF \$10,000, Fund 105 Econ Dev GRT \$10,000)
- Economic Development Services Contract \$70,000 - (Fund 105 Econ. Dev. GRT)

Otero County Economic Development Council (OCEDC) – (continued)

► Option 3 (continued):

► Funding Options for FY2020

- Operating Expense Contract - \$10,000 - (Fund 11 GF \$0, Fund 105 Econ Dev GRT \$10,000)
- Economic Development Services Contract \$70,000 - (Fund 105 Econ. Dev. GRT)

► Funding Options for FY2021

- Operating Expense Contract - \$0
- Economic Development Services Contract \$80,000 - (Fund 105 Econ. Dev. GRT)

Alamogordo MainStreet Program

- ▶ Current Funding FY2018 - Fund 105 Economic Development GRT \$95,000
 - ▶ Professional Services Agreement - \$45,000
 - ▶ NMFA Reimbursable Grant for Metropolitan Redevelopment Area (MRA) Plan - \$50,000
 - ▶ Note: Both of these agreements were preliminarily budgeted in Fund 105 Economic Development GRT for FY2018. However, guidance from Mark Roper, Business and Rural Development Team Leader for NMEDD, states that the MainStreet Program does not meet the requirements of the Local Economic Development Act (LEDA) that would allow it to be paid for from Econ. Dev. GRT funding. Therefore, the two above contracts must be funded from Fund 11 - General Fund for the FY2018 Final Budget.

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern, layered effect. The shapes are concentrated on the left and right sides, leaving a large white central area.

Questions?

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/08/2017

Report No: 13.

Submitted By:

Subject: Discussion and possible action on Section 28-03-005 Alamogordo Municipal Code - Availability of water and sewer service.

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: N/A

Recommendation: Provide direction to staff.

Background:

Base Rates – Background

The City of Alamogordo Municipal Utility System has had a “base rate” or “minimum charge” for water and sewer service since at least 1968. In 1968 the City charged a minimum of \$3.00 per month even if there was zero water consumption. The minimum charge for sewer service was \$1.50 per month.¹ While the minimum rates increased through the years this basic billing concept endured.

In April 1993 the City Commission revised the utility billing model to implement a monthly customer charge (commonly referred to as “base rate”) based on installed meter size and a monthly commodity charge based on water consumed at the premises each month.²

In January 2001 City Commission implemented Tier rates for water consumption based on meter size and adopted new rates.³ While rates and tier thresholds have evolved over the ensuing years we continue to follow the basics of this billing model today.

In March 2004 staff presented Ord. 1208 to the Commission *“In order to more fairly distribute the cost of water, sewer and garbage service to all customers, the City of Alamogordo Staff is recommending that all inactive Utility Billing accounts which have access to a City provided service pay the minimum monthly distribution charge. This charge will help defer some of the cost subsidized by the majority of the users back to all users of the water system.”*⁴ The proposal presented two recommendations for dealing with inactive utility accounts – those that had service available but, for whatever reason, were not using the service, estimated at the time to be about 1,100 inactive accounts.

The first recommendation was to charge base rates to all users that have an available city provided service based on meter size.

The second recommendation was to allow customers the option of paying the monthly base rates or pay a reconnection fee of \$250 and have the property brought into compliance with current City Codes when service is reactivated.

After very little discussion the ordinance was approved for first publication

On April 13, 2004 the City Commission unanimously approved (consent item) Ordinance 1208. The ordinance, as adopted, included no reference to the charging of base rates but did include a connection/reconnection fee of \$250.00.

On or about April 15, 2004 the City mailed notification of the changes enacted by Ordinance 1208 to the utility customers allowing them 15 days to decide if their inactive account will be charged monthly base rates or incur a reconnection fee upon service being reactivated. The number of responses received and the decision of the various customers is unknown at this time.

¹ City of Alamogordo Resolution No. 1968-13 and Ordinance No. 420 adopted July 23, 1968.

² City of Alamogordo Ordinance No. 872 adopted April 13, 1993.

³ City of Alamogordo Ordinance No. 1106 adopted January 9, 2001.

⁴ City Commission Agenda Report, March 9, 2004, Item #6

On May 25, 2004 then City Manager McCourt brought ordinance 1208 back to the Commission after several contractors had contacted him about the \$250.00 fee for new connections. Mr. McCourt stated that after meeting with the President of the Builder's Association he was planning to bring forth an amendment to the ordinance at the next commission meeting.

On June 8, 2004 Mr. McCourt presented Ordinance 1210 to the City Commission. This ordinance removed the connection/re-connection fee of \$250.00, implemented base rate charges for inactive accounts, established a disconnection requirement if the property owner did not wish to pay the base rates, and established an administrative connection charge.

Considerable discussion ensued concerning the language of the proposed ordinance – much of it centered on the meaning of “disconnecting” from the system and the proposed work/cost involved to disconnect. Ultimately the item was tabled.

Ordinance No. 1210 was again brought before the Commission on July 27, 2004. The City Manager explained that based on the previous meeting's discussion that staff was proposing several changes to the ordinance outlined in an e-mail handout (copy not readily available); 1) eliminate connect/reconnect fee of \$250, 2) implement an administrative connection fee according to cost of particular situation and, 3) that city crews would do the work to disconnect at a fixed fee (\$250). The City Manager also stated that the requirement to remove the meter can and sidewalk had been deleted (the draft ordinance that accompanied the agenda item DOES require that mater, setter and meter can be removed).

There was considerable discussion concerning the ordinance with at least one Commissioner questioning whether the City should allow disconnection from the system once connected. One citizen addressed the Commission, Mr. Tom French. He questioned allowing a disconnection from the system and offered the use of two years' worth of base rates instead of a flat fee to disconnect. He stated the fee should be a deterrent to disconnecting. Mr. French also stated that the building association was in favor of the proposal. At one point a Commissioner asked what realtors thought of not being able to disconnect but none came forward from the audience.

Commission finally agreed to amend the proposed ordinance to include a disconnect fee of 24 times base rates (water and sewer) based on meter size. The ordinance was approve for first publication unanimously.

On August 24, 2004 the City Commission, with little discussion, unanimously approved Ordinance 1210.

While researching Ordinances 1208 and 1210 it was clear that the intent of staff and the City Commission was that all locations within the City served by the municipal utility should pay, at a minimum, the approved base rates for water and sewer, or pay to be disconnected from the system. However, there is no evidence that any significant effort was made to implement Ordinance 1210 after its adoption.

In addition to the standard base rates (water and sewer) and commodity rates, in 2014 the City Commission approved unanimously a \$1.00 per month per account capital surcharge for the rehabilitation, repair, replacement, renovation and creation of water facilities.⁵ The proceeds from the capital surcharge are placed in a capital improvement fund for the purposes stated above.

⁵ City of Alamogordo Ordinance No. 1467 adopted June 10, 2014.

During the comprehensive review of Utility Billing in 2015 one of the issues identified was the non-billing of “inactive” accounts – properties which had water and sewer service available but were not charged, at a minimum, the base rates or had paid to disconnect from the system per Ordinance 1210. Nor were these accounts being charged the capital surcharge per Ordinance 1467. At that time it was estimated that the utility was losing, through unrealized revenue, some \$367,000 annually.

Included in the final report of the Utility Billing Review were a number of recommendations, policies and ordinance revisions⁶ addressing “inactive” accounts. These were presented to the City Commission in November and December 2015, reviewed and adopted⁷. The revisions are now codified in the Alamogordo Code of Ordinances, Chapter 28.

The policy and ordinances approved by the City Commission are currently being followed by the Utility Billing Division.

⁶ Building Contractors Association of Otero County & Otero County Association of Realtors were notified and provided copies of proposed changes via e-mail dated November 6, 2015.

⁷ City of Alamogordo Ordinance No. 1506 adopted December 15, 2015.

28-03-005 - Availability of water and sewer service

- (a) Every property within the municipal boundaries shall be deemed to have water and sewer utility service available if service lines exist from the city water and sewer mains to the property and such properties shall be subject to customer charges and capital improvement charges as set by city commission for the respective services.
- (1) New lots within subdivisions (as that term is defined in chapter 22 of the city Code of Ordinances) which have never been sold or otherwise transferred and which remain the property of the original developer shall be exempt from the customer charge and capital improvement charges for a period of three (3) years from the date of acceptance of the subdivision by the city.
 - (2) Vacant subdivision lots owned by the original developer as of the date of the passage of this ordinance (28-03-05) shall be exempt from customer charges and capital improvement charges for a period of two (2) years.
 - (3) An application for water meter submitted by any person(s) for lots exempted through this article shall void any and all exemptions and the property owner shall immediately be responsible for all customer charges, capital improvement charges and consumption charges approved by the city commission.

(Ord. No. 1506, § 6, 12-15-15)

28-03-085. - Ancillary charges for nonroutine services.

The following ancillary charges are intended to defray costs of special, non-routine services provided to users of the city water system:

- (1) Late fee per customer if payment for water, sewer or residential garbage collection fees, or any combined billing is more than ten (10) calendar days past due\$10.00
- (2) Service calls (Monday—Friday, 8:00 a.m.—4:30 p.m.)32.00
Service calls during all other times64.00
- (3) New application or transfer of service25.00
- (4) Meter installation varies based on actual cost which includes parts mark-up.
- (5) Administrative connection charge (connection charge) will be charged according to the cost of the particular situation.
- (6) Administrative fee for all liens filed200.00
- (7) Processing fee (active delinquent accounts)31.00
- (8) Disconnection fee current water and sewer base rate multiplied by twenty-four (24) as adjusted for meter size.
- (9) Cut off/turn on fee32.00

If the property owner does not wish to pay the monthly minimum customer charge, the property owner will be required to disconnect from the city water system. The city will recognize the property owner as removed, once all work has been completed by the city. The property owner will be required to pay the fee of the current water and sewer customer charge multiplied by twenty-four (24) as adjusted for meter size and all costs associated with disconnection before the work order will be processed. Only the property owner, or his attorney in fact authorized to deal with the property, may order such disconnection.

(Ord. No. 913, 6-14-94; Ord. No. 939, 3-13-95; Ord. No. 972, 4-9-96; Ord. No. 1010, 4-8-97; Ord. No. 1034, 6-9-98; Ord. No. 1059, § 3, 4-13-99; Ord. No. 1095, 6-27-00; Ord. No. 1129, § 3, 12-11-01; Ord. No. 1146, 5-14-02; Ord. No. 1168, § 4, 12-19-02; Ord. No. 1199, § 4, 4-13-04; Ord. No. 1208, § 2, 4-13-04; Ord. No. 1210, 8-24-04; Ord. No. 1348, § 4, 12-16-08; Ord. No. 1351, § 1, 2-23-09; Ord. No. 1506, § 10, 12-15-15)

Subdivision - Completed	Subdivision Fee's paid	Utilities Completed	Bac - t & Density Reports	Roadway Completed	Concrete & Density Reports	ADA Surveys Completed	Pre - Final Date	Pre - Final letter Mailed	As - built's	Punch list Completed	Letter of Acceptance (start of warranty)
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Quail Hollow Phase III	6/12/2006	3/27/2012	3/27/2012	2012	6/17/2013	5/8/2013	5/15/2013	5/20/2013	5/16/2013	6/17/2013	6/17/2016
Bella Vista Phase II Lots 13-19 & 30-36	1/31/2007	9/20/2012	3/6/2012	May-12	Concrete 3/29/2012	4/17/2013	8/24/2012 2nd 5/15/2013	5/20/2013	11/29/2012	6/17/2013	6/20/2016
Bella Vista Phase II Lots 20-24 & 25-29	1/31/2007	10/11/2012	Bac - T Report 05/16/2013	1/9/2013	1/15/2013	3/21/2013	5/15/2013	5/20/2013	5/16/2013	6/17/2013	6/20/2016

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 05/30/2017

Report No: 14.

Submitted By: Lauren Truitt

Subject: Consider, and act upon, Resolution No. 2017-15 giving Community Services and City Manager authority to set Leisure Service and Civic Center Fees. (*Lauren Truitt, City Attorney*) **(Roll Call Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Resolution No. 2017-15

Background: Leisure Services and Civic Center Fees are typically set by resolution. The City Manager has deemed it in the best interest of the city and its citizens that the fees should be set by the Community Services Director with the approval of the City Manager.

RESOLUTION NO. 2017-15

**GIVING COMMUNITY SERVICES AND CITY MANAGER AUTHORITY
TO SET LEISURE SERVICE AND CIVIC CENTER FEES**

WHEREAS, the City of Alamogordo, New Mexico, provides a wide range of activities through its Community Services Department, and;

WHEREAS, the City finds that the fees for such services require annual updates; and,

WHEREAS, the City wishes to have the fees set by the Community Services Director and Approved by the City Manager.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Alamogordo, New Mexico, as follows:

1. Leisure Service and Civic Center fees are henceforth to be set by the Community Services Director with the approval of the City Manager,
2. All previous fee resolutions are hereby declared null and void;
3. This Resolution shall take effect immediately upon adoption.

DONE this 13th day of June 2017.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Lauren E. A. Truitt, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 05/30/2017

Report No: 15.

Submitted By: Lauren Truitt

Subject: Consider, and act upon, first publication of Ordinance No. 1538 amending Section 24-01-150 of the Code of Ordinances regarding penalty assessment misdemeanors. (*Lauren Truitt, City Attorney*) (**Roll Call Required**)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1538 for first publication.

Background: Penalty fines and fees associated with its municipal court are some of the lowest in the state. The city wishes for the fines and fees to be more in line with the rest of the state by adding a Municipal Administration Fee of \$10.00.

ORDINANCE NO. 1538**AN ORDINANCE AMENDING SECTION 24-01-050
CITY OF ALAMOGORDO CODE OF ORDINANCES
REGARDING PENALTY ASSESSMENT MISDEMEANORS**

WHEREAS, the City Commission of the City of Alamogordo recognizes that the City of Alamogordo subsidizes its Municipal Court each year; and,

WHEREAS, the City Commission of the City of Alamogordo recognizes that the penalty fines and fees associated with its municipal court are some of the lowest in the State; and,

WHEREAS, the City Commission of the City of Alamogordo wishes for its fines and fees to be more in line with the rest of the state; and,

THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo New Mexico that Section 24-01-050 of Chapter Twenty Four of the *Code of Ordinances* be amended as follows:

24-01-050. Penalty assessment misdemeanors; additional fees.

In addition to the penalty assessment established for each penalty assessment misdemeanor, there shall be assessed a fee to be deposited in the city treasury which is calculated as follows:

- (1) A court automation fee of thirteen dollars (\$13.00); ~~and~~
- (2) A traffic safety fee of eight dollars (\$8.00) which shall be credited to the traffic safety education and enforcement fund to be established and used exclusively for traffic safety education and enforcement purposes; ~~and~~
- (3) A Municipal administration fee of ten dollars (\$10.00);
- (3) These increases shall take place immediately upon the ordinance from which this section derives becoming effective.

DONE this _____ day of _____, 2017.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Lauren E. A. Truitt, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/09/2017

Report No: 16.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon first publication of Ordinance No. 1539 amending Section 2-01-030, The City of Alamogordo Code of Ordinances Regarding Administrative Fees. (*Darron Williams, City Planner*)
(Roll Call Required)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends approval of first publication of Ordinance 1539.

Background: City Planner to recommend changes to Administrative Fees pertaining to Planning and Zoning.

Proposed Fee Changes

<u>Name</u>	<u>Current Fee</u>	<u>New Fee</u>	<u>Ordinance Change?</u>
Accessory Buildings/Carport ¹	\$50	\$100	Yes –
Annexation ²	\$400	\$500*	Yes –
Cell/Comm Towers ¹	\$50	\$100	Yes –
Certificate of Zoning ³	\$50	\$50	Yes –
Change of Street Name ²	\$150 – up	\$150 – up	Yes –
Curb Cuts ⁴	\$19	\$30	Yes –
Dedication of easement ²	\$150 ea	\$300 ea	Yes –
Demolition ³	\$50	\$50	Yes –
Encroachment permits ²	\$19	\$150	Yes –
Excavation ^{4 or 1}	\$11-\$60	\$100-\$300	Yes –
Franchise fee	\$2500	\$3500	Yes –
Foundation repair ³	\$0	\$50	Yes –
Interior/Exterior Remodel	\$0	\$30 ^R /100 ^C	Yes –
Mobile Home Blocking ¹	\$19	\$100	Yes –
Re-Zoning/Map change ⁵	\$400 – up	\$600 – up*	Yes –
Re-roof ⁴	\$0	\$30	Yes –
Signs/Billboards ¹	\$50	\$100	Yes –
Solar Panels ^{4 or 1}	\$0/\$50	\$30roof/\$100ground	Yes –
Special Event Permit ²	\$150-up	\$250 – up	Yes –
SUG (street, utility, grading) ⁵	1.5%	6%*	Yes –
Swimming Pools ¹	\$50	\$100	Yes –
Window replacement ⁴	\$0	\$30	Yes –
Vacation ²	\$150	\$250*	Yes –
Variance	\$150	\$300	Yes –
Violation Correction	10 X fee	10 X fee	No –
Zoning Review Fees:			
- New Residential/Addition ¹	\$50	\$100	Yes –
- New Commercial*** ⁵	\$50	\$600*	Yes –
- Mobile Home/RV Park*** ⁵	\$150	\$600*	Yes –
- Sub-division/Replat*** ²	\$150 – up	\$150 – up	Yes –
--Pre-application ⁴	\$25	\$30	Yes –
--Certificate of Survey ⁴	\$25	\$30	Yes –
--New Sub-division ⁵	\$250	\$600	Yes –
-- Summary Sub-Divide ^{2 or 5}	\$150 – up	\$200 – up*	Yes –
-- Reversion to acreage ²	\$200	\$200*	Yes –

Legend:

^R = Residential ^C = Commercial

* – Cancellation of any P&Z action before publication – min \$200 non-refundable fee.

*** – Needs Technical Review Panel (Fire, Eng, P&Z, Parks, Streets, Legal, & PW) - \$450 min

¹ – Ordinance Review

² – Requires combination of P&Z Staff time, postage, publication, COA staff time.

³ – Minimum of one hour P&Z Staff time

⁴ – Minimum fee charged and requires minimal processing time.

⁵ – Fee includes Technical Review Panel, P&Z and COA staff time, postage and publication

Admin Fee Comparson of Other Cities

	City & State									
Fee	Alamogordo Old	Alamogordo New	Portales, NM	Ruidoso, NM	T or C, NM	Clovis, NM	Hobbs, NM	Prescott, AZ	Bartlesville, OK	Englewood, CO
Annex	\$400	\$500	--	\$300*	\$100-\$250	--	--	\$25K - \$75K	--	\$1,000
Demolition	\$50	\$50	\$35*	--	--	--	--	\$863	\$20	--
Mobile Home	\$19	\$100	\$35*	--	\$60	\$50	\$60		\$65 - \$85	--
Replat	\$250	\$150	\$100*	\$150	\$100*		--	\$353 - \$453	--	
Zone Chg	\$400 - up	\$600 - up	--	\$500 - up	\$100-\$250	\$250	--	\$1,790*	--	\$1,000-\$1,500
Summary Sub-divide	\$150 - up	\$200 - up	--	\$225 - up	\$100*	\$150 - up	--	\$901-\$5,804	\$50 - \$300	\$100 - \$1,000
Sub-division	\$250 - up	\$600 - up	\$50-\$100	\$225 - up	\$100*	\$150 - up	--	\$901-\$5,804	\$50 - \$300	\$1,000-\$1,500
Variance	\$150	\$300	\$50	\$150 - \$400	\$25	\$500	--	\$863*	\$50-\$100	\$150
*Plus additional fees. Fees varied based upon price per foot, price per acre, price per occurrence, etc.										

NOTE: Not all municipalities charge for the same services - items left blank did not have a fee associated.

ORDINANCE NO. 1539
AN ORDINANCE AMENDING SECTION 2-01-030
THE CITY OF ALAMOGORDO CODE OF ORDINANCES
REGARDING ADMINISTRATIVE FEES

WHEREAS, the City Commission of the City of Alamogordo finds that for purposes of necessity, **Section 2-01-030. – Administrative Fees** of the City of Alamogordo *Code of Ordinances* should be amended to reflect updates to costs associated with administrative process, postage, and publication; and,

WHEREAS, the City of Alamogordo's office responsible for accomplishing the tasks defined is the Community Development Department, specifically Planning and Zoning; and,

WHEREAS, since the City of Alamogordo stopped issuing building permits and redefined its role in the state supervised process of permitting and inspecting construction; and

WHEREAS, Construction Industries Division requires permits for all of the tasks identified below and the City of Alamogordo is required to track and endorse prior to issuance of said permit, and,

WHEREAS, Planning and Zoning, being responsible for the remaining tasks, has not had administrative fees updated since 2009 to adjust for annual cost increases and new tasks added due to process changes directed by the State of New Mexico; now,

BE IT ORDAINED by the City Commission of the City of Alamogordo New Mexico that Section 2-01-030 of Chapter Two of the *Code of Ordinances* be amended as follows:

2-01-030. – Administrative Fees.

- (a) Fees defined in this section shall be established annually by resolution of City Commission at the end of each Fiscal Year, normally in June, for implementation at the change of calendar year, normally first day January. Fees for calendar year 2018 are established in subsection (cc).
- (a) (b) *Annexation*: At the time of filing of a petition for annexation, the petitioner shall pay the city a nonrefundable filing fee of ~~four hundred dollars (\$400.00)~~ to cover the costs of publication, recordation and other expenses. Applicable subdivision fees shall be paid pursuant to subsection (cc).
- (b) (c) *Dedication*: At the time of filing any application for acceptance of any dedication of any utility or other public easement, the applicant shall pay the city a nonrefundable filing fee of ~~one hundred fifty dollars (\$150.00)~~ for each easement dedicated to cover the costs of publication, recordation and other expenses. Street dedications shall be processed as subdivisions and fees paid pursuant to subsection (cc).
- (c) (d) *Rezoning*: At the time of filing an application for zoning, the applicant shall pay the city a nonrefundable filing fee for each district change requested to cover the costs of publication, administration and other expenses, as follows: See subsection (cc) below for further explanation.

- (1) ~~Less than one-half (½) acre: Four hundred dollars (\$400.00).~~
- (2) ~~One-half (½) acre to less than five (5) acres: Four hundred fifteen dollars (\$415.00) for first acre, plus fifteen dollars (\$15.00) for each additional acre or portion.~~
- (3) ~~Five (5) acres to less than twenty (20) acres: Four hundred seventy-five dollars (\$475.00) for first five (5) acres, plus ten dollars (\$10.00) for each additional acre or portion.~~
- (4) ~~Twenty (20) acres or more: Six hundred twenty-five dollars (\$625.00) for first twenty (20) acres, plus five dollars (\$5.00) for each additional acre or portion.~~
- (d) (e) *Special permit:* At the time of filing any application for special permit, including a special permit for extraordinary location of a mobile home, the applicant shall pay the city a nonrefundable filing fee of ~~one hundred fifty dollars (\$150.00)~~ to cover the costs of publication, mailing, administration and other expenses.
- (e) (f) *Change of street name:* At the time of filing an application for change of street name, the applicant shall pay the city a nonrefundable filing fee ~~in the amount of one hundred fifty dollars (\$150.00)~~ to cover the costs of publication, administration and other expenses. If the application is approved, the applicant shall pay an additional nonrefundable fee of ~~fifty dollars (\$50.00)~~ for each intersection of the street, the name of which is changed, within thirty (30) days after final approval by the city commission. Failure to pay the additional fee will result in automatic revocation of approval by the city commission.
- (f) *Subdivisions:* ~~Applicants for approval of subdivisions shall pay a nonrefundable filing fee to the city to cover the costs of publication, administration and other expenses in the following amounts.~~

Step	Amount
Preapplication review	\$ 25.00
Preliminary review	150.00
—Plus, per lot	2.50
Final/replat/resubdivision review	250.00
—Plus, per lot	5.00
Certificate of survey	25.00
Summary subdivision:	
—Base fee	150.00
Plus a fee of \$5.00 per existing or resulting lot, whichever is greater.	

- (g) *Vacation*: At the time of filing an application to vacate any plat or easement in whole or in part, the applicant shall pay the city a nonrefundable filing fee of ~~one hundred fifty dollars (\$150.00)~~ to cover the costs of publication, administration and other expenses.
- (h) *Variance*: At the time of filing an application for a variance from strict application of the zoning regulations, the applicant shall pay the city a nonrefundable filing fee of ~~one hundred fifty dollars (\$150.00)~~ to cover the costs of publication, administration and other expenses.
- (i) *Special event permit*: At the time of filing an application for a special event permit, within a zone district which does not allow the proposed use, the applicant shall pay the city a non-refundable filing fee of ~~one hundred fifty dollars (\$150.00)~~ to cover the costs of publication, administration and other expenses.
- (j) *Certificate of zoning*: At the time of filing a request for a certificate of zoning classification, the applicant shall pay the city a nonrefundable fee of ~~fifty dollars (\$50.00)~~ for each parcel certified to cover the cost of reproduction, mailing and expenses.
- (k) *Public hearing deferment*: When an applicant requests a postponement of a public hearing for which publication has already been completed, the applicant shall reimburse the city for actual costs incurred for renotification and/or publication. City commission action on any public hearing item shall not be final until payment in full has been made to the city. Failure to pay shall constitute a lien against the property for the amount due plus interest and all other costs. Notices of liens shall be filed and enforced as provided by law.
- (l) *Violation correction fee*: At the time of filing an application to correct a situation where work began before an approved permit was issued or for any work altered contrary to adopted code after a permit was legally issued (to include but not limited to special land use, temporary structure, variance, and/or rezoning cases) a non-refundable fee in the amount of ten (10) times the standard for the type of case will be due and payable to the City at the time that a corrective application is submitted.
- (m) *Accessory Buildings/Carports*: At time of filing a request to build an accessory building or carport, the applicant shall pay a non-refundable fee to cover cost of verification the accessory building or carport meets building code and city ordinance requirements, administration, and other expenses.
- (n) *Cellular and Communication Towers*: At time of filing a request to build a cellular or communication tower, the applicant shall pay a non-refundable fee to cover cost of administration, verification the cellular or communication tower meets building code and city ordinance requirements, and other expenses.
- (o) *Curb Cuts*: At time of filing a request to cut a curb adjacent to a public right-of-way, applicant shall pay a non-refundable fee to cover costs of verification the curb cut meets building code and city ordinance requirements, administration, and other expenses. Addition costs for city personnel to cut the curb is extra and will be billed separately. A curb cut permit will not be issued within sixty (60) months of initial pavement, or repaving, of a road, except due to emergency circumstances.
- (p) *Demolition*: At time of request to demolish any structure, the applicant shall pay a non-refundable fee to cover cost of verification the code and city ordinance compliance, administration, and other expenses..

- (q) *Encroachment Permit*: At time of request for an encroachment permit for a structure the does not comply with minimum set back requirements, like a carport, the applicant with pay a non-refundable to cover costs of verification the structure meets other building code and city ordinance requirements, minimum safe distance for safety, administration, and other expenses.
- (r) *Excavations*: At time of request for an excavation permit, as defined in subsection (cc) below, applicant shall pay a non-refundable fee to cover costs of verification of utility discovery, site inspection, administration, and other costs. A doubling of the original fee will be assessed to any applicant who began work without an appropriate permit. Additionally, for applicants who file for multiple permits a calendar year, from one (1) to one hundred (100) a franchise fee may be purchased that covers all excavations for utility install in the calendar year. Upon exceeding one hundred (100) excavations, applicant can either purchase another franchise or pay per occurrence at normal rates. Additional fees may be required for City installed pavement patches.
- (s) *Foundation Repair*: At time of request for a foundation repair permit, an applicant will pay a non-refundable fee to cover costs of administrations and other expenses.
- (t) *Interior Remodel or Exterior Repair*: At time of request for permit to remodel a structure's interior, or repair its exterior, applicant will pay a non-refundable fee to cover costs administration and other expenses based upon whether it is being done in a residential or commercial area.
- (u) *Mobile Home Blocking/Move*: At time of request to position (block) or move a mobile home, or both, an applicant will pay a non-refundable fee to cover costs of code and zoning compliance, administration, and other expenses.
- (v) *Re-roof/Roof Repair*: At time of request for permit to re-roof a structure, applicant will pay a non-refundable fee to cover administrative costs and other expenses.
- (w) *Signs/Billboards*: At time of request for permit to place a sign or billboard, applicant will pay a non-refundable fee to cover costs of validating code and zoning compliance, administration, and other expenses.
- (x) *Solar Panels*: At time of request to install solar panels, applicant will pay a non-refundable fee, based upon whether installation is on the ground or on the roof of the structure in question, to cover the costs of validating code and zoning compliance, administration, and other expenses.
- (y) *Street, Utility, and Grading (SUG)*: At time of request for SUG upgrade, applicant will pay a non-refundable fee equal to the published percent of the estimated cost for the upgrades per phase of construction as long as construction is complete for said phase within one year after date fee is paid. If not completed in time, applicant will need to resubmit updated cost estimate and pay additional fees, as applicable. Since the scope and duration of each applicant's project is unique, fee may require negotiation with Community Development Department based upon actual duration, scope, and

complexity. The fee is to cover costs of inspection, verification of compliance with code and zoning, administration, and other expenses.

(z) *Swimming Pools (in ground)*: At time of request to install an in-ground swimming pool, applicant will pay a non-refundable fee to cover costs of validating code and zoning compliance, administration, and other expenses.

(aa) *Window Replacement*: At time of request to install, replace, and/or upgrade more than one window in a single occurrence, applicant will pay a non-refundable fee to cover administration and other expenses.

(bb) *Zoning Review Fees*: At time of request for any zoning action such as: new residential construction, residential additions, new commercial construction, commercial additions, mobile home, manufactured home, park model home, and sub-division, applicants shall pay a nonrefundable filing fee to the city to cover costs as described below:

(1) *New Residential Construction/Additions*: At time of request to build a new structure in a residential neighborhood, or construct an addition to an existing residential structure, the applicant will pay a non-refundable fee to cover the costs of validating code and zoning compliance, administration, and other expenses.

(2) *New Commercial Construction*: At time of request to build new commercial construction, or construct an addition onto an existing commercial structure, the applicant shall pay a non-refundable fee to cover the costs of project review by technical review panel, postage, publication, validating code and zoning compliance, administration, and other expenses.

(3) *Mobile Home/RV Park Construction or Addition*: At time of request to build a Mobile Home, Manufactured Home, Modular Home, Park Model Home, or RV Park, or to add on to an existing Park, the applicant will pay a non-refundable fee to cover the costs of project review by technical review panel, postage, publication, validating code and zoning compliance, administration, and other expenses.

(4) *Sub-Division*: At time of application for sub-division, including: new sub-division, summary sub-divide, certificate of survey, replat, and reversion to acreage, the applicant will pay a non-refundable fee to cover the costs of publication, technical review panel, validating code and zoning compliance, administration and other expenses.

(cc) Fees illustrated and are effective January 1, 2018 with subsequent fees published yearly as described above:

Item	Fee
Accessory Building/Carport	\$100
Annexation	\$500
Cell/Communication Towers	\$100

Certificate of Zoning		\$50
Change Street Name		\$150
--plus each intersection		\$50
Curb Cuts		\$60
Dedication of Easement		\$300
Demolition		\$50
Encroachment Permit		\$150
Excavation:		
--Residential in dirt		\$90
--Residential in pavement		\$120
--Commercial in dirt		\$150
--Commercial in pavement		\$210
--Franchise		\$3,000
Foundation Repair		\$50
Interior/Exterior Remodel:		
--Residential		\$30
--Commercial		\$100
Mobile Home Blocking		\$100
Rezoning/Map Change:		
--Less than one half (1/2) acre		\$600
--One half (1/2) to less than five (5) acres*		\$700
--Five (5) acres to less than twenty (20) acres*		\$800
--Twenty (20) or more*		\$900
*-plus additional fee per acre or portion		\$5
Re-Roof		\$30
Signs/Billboards		\$100
Solar Panels:		
--on ground install		\$100
--on roof install		\$30
Special Event		\$250
Street, Utility, & Grading (SUG)		6%
Swimming Pools		\$100

Window Replacement (multiple)		\$30
Vacation		\$250
Variance		\$300
Violation Correction		10 X Fee
Zoning Review:		
--New Residential/Additions		\$100
--New Commercial/Additions		\$600
--Mobile/Manufactured/Park Model/RV Park		\$600
--Sub-Division:		
-- New Sub-Division**		\$600
-- Summary Sub-Divide**		\$150
-- ** Plus per lot fee		\$5
-- Certificate of Survey		\$30
-- Reversion to acreage		\$200

PASSES, APPROVED, and ADOPTED this _____ day of _____, 2017.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughes, City Clerk

APPROVED AS TO FORM:

Lauren Truitt, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/07/2017

Report No: 17.

Submitted By: Veronica Ortega

Subject: Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY 18 contract for Direct Purchase of Services for senior programs. (*Veronica Ortega, Community Services Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: The fiscal impact is to accept the increase in funding for transportation and congregate meals. Total increase in funding is \$7,028.56. A budget revision has been completed and submitted.

Recommendation: Approve grant funding

Background: The Alamo Senior Center receives funding for the congregate meal setting, Meals on Wheels, the homemaker program and transportation services through the Non-Metro Area Agency on Aging.

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

**DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT
AMENDMENT NO. 2**

This Amendment is made and entered into this 8, May 2017, by and between the North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging hereinafter referred to as the "Agency" and City of Alamogordo hereinafter referred to as the "Contractor".

1. Purpose of Amendment. The purpose of the Amendment is to:

Revise the contract amount from \$335286.5 to \$ 342315.06 thereby decreasing/Increasing the total dollar amount by \$ 7028.56

2. Changes to Contract. The following changes are amendments to the contract:

A. Paragraph I.B. Payment for services is amended to read: For the Services by the Agency to be satisfactorily provided by the Vendor hereunder, the Agency shall pay the vendor during the Term an aggregate amount, not to exceed \$ 342315.06 said aggregate amount to be derived from the following sources, when units are met.

1. (\$ 38820) from Title III-B of OAA;
2. (\$ 55428) from Title III-C1 of OAA;
3. (\$ 17990.1) from Title III-C2 of OAA;
4. (\$ 0) from Title III-D of OAA;
5. (\$ 0) from Title III-E of OAA;
6. (\$ 230076.96) from the NMGAA-State/HB-2.

Paragraph I.C. Services and Reimbursement Methodology is amended to read:

Service	Total Unit Cost (III, State, PI, Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons
Congregate Meals	\$13.9525	\$3.1001	40644	450
Home Delivered Meals	\$15.0806	\$3.2505	38655	371
Transportation	\$16.2982	\$4.7438	13237	160
Assisted Transportation	\$	\$	0	0
Case Management	\$	\$	0	0
Adult Day Care	\$	\$	0	0
Chore Services	\$	\$	0	0
Homemaker/Housekeepi ng	\$124.6156	\$21.1429	660	31

Health Education/Training	\$	\$		
Physical Fitness/Exercise	\$6.7008	\$1.3400	10389	230
Health Screening	\$	\$		
NFCSP – Family Caregivers: Elderly				
CG - Counseling	\$	\$	0	0
CG – Respite Care	\$	\$	0	0
CG - Supplemental	\$	\$	0	0
CG - Assistance	\$	\$	0	0
CG - Information	\$	\$	0	0
NFCSP – Family Caregivers: Grandchildren				
CG - Supplemental	\$	\$		
CG – Respite Care	\$	\$	0	0

3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and NCNMEDD, Non-Metro AAA.
4. For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective May 8, 2017.

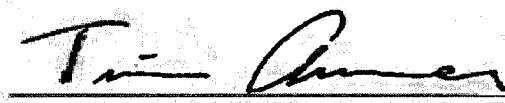
Legal Name of Vendor/Contractor


Signature

RICHARD BOSS
Printed/Typed Name of Signatory

5/30/17
Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging


Signature

Tim Armer, Executive Director
Printed/Typed Name of Signatory

5/8/2017
Date

**NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)**

TITLE III

GRANTEE: City of Alamogordo ADDRESS: PHONE:				APPROVED BUDGET PERIOD FROM: 7/1/2016 TO: 6/30/2017		Grant/Action New/Cont: ☐		NGA DATE 5/8/17
						Revision: ☒		
DESCRIPTION		FEDERAL	STATE	LOCAL	Fundraising- Foundations	PROJ. INC.	TOTAL	
Title IIIB 93.044	Access	\$ 38,820	\$ 23,974	\$ 69,627	\$ 6,320	\$ 39,300	\$ 178,041	
	In-Home	\$ -	\$ 13,954	\$ 36,665	\$ -	\$ 7,000	\$ 57,619	
	Community All Other	\$ -	\$ 13,921	\$ -	\$ 55,693	\$ -	\$ 69,614	
	Sub Total	\$ 38,820	\$ 51,850	\$ 106,292	\$ 62,013	\$ 46,300	\$ 305,275	
Title IIIC1 93.045	Meal Costs	\$ 55,428	\$ 70,571	\$ 68,981	\$ -	\$ 72,000	\$ 266,980	
	Sub Total	\$ 55,428	\$ 70,571	\$ 68,981	\$ -	\$ 72,000	\$ 266,980	
Title IIIC2 93.045	Meal Costs	\$ 17,990	\$ 107,657	\$ 172,840	\$ 10,437	\$ 32,000	\$ 340,924	
	SubTotal	\$ 17,990	\$ 107,657	\$ 172,840	\$ 10,437	\$ 32,000	\$ 340,924	
Title IIID 93.043	Evidence Based	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIE 93.052	Care Giver Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
DEMONSTRATION GRANT								
ALZHEIMER	Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ALL STATE OTHER		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTALS	Title IIIB 93.044	\$ 38,820	\$ 51,850	\$ 106,292	\$ 62,013	\$ 46,300	\$ 305,275	
	Title IIIC1 93.045	\$ 55,428	\$ 70,571	\$ 68,981	\$ -	\$ 72,000	\$ 266,980	
	Title IIIC2 93.045	\$ 17,990	\$ 107,657	\$ 172,840	\$ 10,437	\$ 32,000	\$ 340,924	
	Title IIID 93.043	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Title IIIE 93.052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	All State Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL		\$ 112,238	\$ 230,077	\$ 348,113	\$ 72,450	\$ 150,300	\$ 913,178	
COMPUTATION OF GRANT		8. Federal/State Shares will be comprised of:						
1. Estimated Total Cost.....	\$ 913,178	a. Federal/State		FY 20 ____	Federal			
2. LESS Anticipated Proj. Inc.	\$ 150,300	grant unearned			State			
3. Estimated Net Cost.....	\$ 762,878	In previous project year(s)						
4. Non-federal and Non-state Share of Net Cost.....		b. Carry Over		FY 20 ____	Federal			
5. Proj. Inc. (Used as Match).....	\$ 150,300				State			
6. Federal Share of Net Cost.....	\$ 112,238							
7. State Share of Net Cost....	\$ 230,077	c. New Obligational		FY-	Federal	\$ 112,238		
		Authority Herein Awarded			State	\$ 230,077		

NOTIFICATION OF GRANT AWARD

REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant:

- ☒ 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
- ☒ 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
- ☒ 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share and the state share will meet the percentages indicated on Page 1 of the NGA.
- ☒ 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
- ☒ 5. Funds herein awarded will remain available during the length of the project period; however, state and/or federal funds are dependent upon availability.
- ☒ 6. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approved units are not being met which must be approved by the NCNMEDD Area Agency on Aging.

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

- 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
- 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
- 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
- 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
- 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
- 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.
- 9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of NCNMEDD Non-Metro Area Agency on Aging Authorizing Official:

Tim Armer

5/8/2017

Tim Armer
Executive Director

Date

We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.

Richard Boss

Date:

5/30/17

Date:

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/09/2017

Report No: 18.

Submitted By: Lauren Truitt

Subject: Consider and act upon Resolution No. 2017-16 declaring the building or structure, or the premises located at 1507 Rockwood, Alamogordo, New Mexico, to be ruined, damaged and dilapidated to be a menace to the public comfort, health, peace or safety, and ordering its abatement. *(Lauren Truitt, City Attorney and Jim LeClair, Fire Chief) (Roll Call Required)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Resolution No. 2017-16

Background: This Resolution is to declare the building at 1507 Rockwood dilapidated due to its current and ongoing structural problems. The City asked for and was granted an Administrative Search Warrant by the District Court to go inside the home and see the extent of the structural damage. Once inside, the City with the help of Code Enforcement and the Fire Department, was able to document the structural problems and determine the home is in much worse shape than previously thought, therefore requiring the need for demolition.

RESOLUTION NO. 2017-16

A RESOLUTION DECLARING THE BUILDING OR STRUCTURE, OR THE PREMISES LOCATED AT 1507 ROCKWOOD, ALAMOGORDO, NEW MEXICO, TO BE RUINED, DAMAGED AND DILAPIDATED TO BE A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE OR SAFETY, AND ORDERING ITS ABATEMENT

WHEREAS, the governing body of the City of Alamogordo is interested in safeguarding the public comfort, health, peace and safety of its citizens; and,

WHEREAS, the governing body of the City of Alamogordo, New Mexico, finds that there is located within the City a certain building, structure or premises located at 1507 Rockwood Avenue, and as more particularly described on the attached Exhibit 1 (the "Property"); and,

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

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

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

Section 2. That Elmer A. Sailer and Gertrude D. Sailer, a/k/a Dhaly Sailer, record owners of the Property, are deceased and no heirs or interested persons have been located. It is hereby ordered that the occupant or agent in charge of the Property commence removal of the building or structure from the Property within ten (10) days after service of a copy of this Resolution pursuant to Section 3-18-5, NMSA 1978.

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

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

PASSED, APPROVED AND ADOPTED, this 13th day of June 2017.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Lauren E. A. Truitt, City Attorney

OTERO COUNTY ASSESSOR'S OFFICE

Property Profile

Active

Account: R018151
Mill Levy 55.081000
Estimated Tax: \$1,590.68

Tax Year: 2017
Version: 04/15/2017
Parcel: 01N4057093231411

Account Type: P
Area ID: 01_R
Previous ID: 01-08912

Owners Name and Mailing Address

SAILER, ELMER A & GERTRUD D
CVO TRUST DTD 12/8/92
1507 ROCKWOOD

Property Location

Situs: 1507 ROCKWOOD
City, State, Zip: ALAMOGORDO, NM 88310
Neighborhood: A15B

Legal Description

Subd: TAYS HEIGHTS ROCKWOOD Lot: 28 N15', 29

Assessment Information

2017 Tax Year	Full Value	Assessed Value	Gross Sq Ft	Acres	Taxable
Land:	32,706	10,902	14250.000		
Improvements:	179,161	59,720	3627.000		
Exemptions:		0			
Total:	211,867	70,622			70,622
2016 Tax Year	Full Value	Assessed Value	Gross Sq Ft	Acres	Taxable
Land:	32,065	10,688	14250.000		
Improvements:	175,648	58,549	3627.000		
Exemptions:					
Total:	207,713	70,408			69,237

Public Remarks

Photograph



Building Sketch



City of Alamogordo

Alamogordo Fire Department

619 Texas Avenue, Alamogordo, New Mexico 88310
Administration 575-439-4119, Code Enforcement 575-439-3337



May 30, 2017

Re: 1507 Rockwood Structural issues

To whom it may concern:

On 5-3-2017 at approximately 1400 hours, the Alamogordo Fire Department, Code Enforcement Division, Alamogordo Police Department, and the City of Alamogordo Legal Team all met at 1507 Rockwood to serve an Administrative Warrant that gave permission to me, Jim LeClair (Fire Chief) to assess structural issues at this location. Upon our arrival the Administrative Warrant was issued to a Mr. Albin Mitchell, warrants were signed and a copy was given to Mr. Mitchell. Upon our entry the structure was surveyed using a left hand pattern working our way through the entire structure. As the structure was surveyed, there were some major concerns identified that were in direct violation of City Ordinances, and that would prevent human occupancy. I have the issues listed below for your reference;

- There was no water service to this location.
- Throughout the structure there were noticeable plumbing issues, i.e. toilets removed from their location, survey holes cut in the walls in relations to water pipe locations to correct pipe failure.
- On the North West end of the structure (master bedroom) there was major structural failure that appeared to be caused by two separate issues, #1, the swimming pool is located to the West of the master bedroom where all of the structural issues are located. #2, in the master bedroom area along with the master bathroom there are several survey holes cut in the walls that show signs of water pipe failure.
- In the master bedroom, the South wall has large structural cracks, so much that you can see daylight through the cracks, and shows signs of structural collapse.
- In the master bedroom, the fire place is located on the West wall has large cracks showing daylight, leaning inward and showing signs of structural failure and collapse.
- Looking at this same location (West wall) from the outside of the structure shows large gaps in the brick fireplace (4 inches to 12 inches in size), showing past and current signs of collapse and structural failure. There are large portions of brick fireplace laying in the flowerbed below the fireplace.
- To the South of the fireplace is an in-closed patio with large glass windows that are cracked, and broken. The same brick used for the fireplace was used to in-close the patio has large cracks showing signs of structural collapse, and showing large gaps separating from the existing wall.

In closing, it appears that most, if not all the problems with this structure are being caused by a foundation failure. As you look at the back of the structure where the fire place is located you can see where the foundation is sinking causing the failure of walls, the fireplace, and pulling down on the roof structure itself.

For any questions or concerns, I can be reached at 575-439-4298

Respectfully,
Jim LeClair, Fire Chief

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/13/2017

Report Date: 06/07/2017

Report No: 19.

Submitted By: Rachel Hughs

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Senior Volunteer Programs Advisory Council.

Background:

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

Alamogordo Disability Council. Three (3) vacancies. Staff Liaison - ****No Staff Liaison appointed to this Council**** (*Openings due to the resignation of Viviane Ackall, and expired terms of Lori Adam and Rita Martinez*) No nominations received.

Community Development Advisory Committee. Six (6) vacancies. Staff Liaison - Cynde Sagenkahn (*Opening due to the expiring term of Bruce Knee, Melanie Hall, and Gloria Vaughn; and the resignation of Eddie Kemp and Arthur Alterson*) No nominations received.

Housing Authority Advisory Board. One (1) vacancy. Staff Liaison - Evelyn Huff (*Opening due to the expiring term of Kandace Daugherty*) No nominations received.

Mayors Committee on Aging. Three (1) vacancy. Staff Liaison – Britney Courtier
(*Openings due to the resignation of Dawn Lewis*) No nominations received.

Parks and Recreation Board. One (1) vacancy. Staff Liaison - Veronica Ortega
(*Openings due to the resignation of Doris Neasham*) No nominations received.

Senior Volunteer Programs Advisory Council. Four (4) vacancies. Staff Liaison - Julie Baker (*Openings due to the resignations of Jennifer Euler, Laura L Blackmon, William Whitley and Thomas Rich V*)

The following individual has applied for appointment to this board:

Catherine Yee - if appointed this will be her first term

**SENIOR VOLUNTEER
PROGRAMS ADVISORY
COUNCIL**

RECEIVED

MAY 04 2017

CITY CLERK

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

Name: Catherine Yee

Home Phone: 437-5227 Work Phone: —

Cell Phone: — Fax No: —

e-mail address: —

Physical Address: 1310 Ridgecrest Ct.

Is the above address within City limits? Yes ☒ No ☐

Mailing Address: 1310 Ridgecrest Ct. Alamogordo 88310

Present Employer: — Job Title: —

Board/Committee you wish to serve on:

First choice: Senior Volunteer Advisory Council

Second choice: —

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

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

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

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

Experience and education relating to the Board/Committee: Active Foster

Grand parent; MS Social Services;

Previous work experience in geriatric

Social Services; Teaching experience

Experience in fund raising / Development

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

Interested in sharing my skills

& in donating my time

Please return completed application to:

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