



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

August 22, 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 City Manager
Petria Schreiber 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. Proclamation to memorialize Officer Clint Corvinus and all fallen Police Officers. (Richard Boss, Mayor)

2. Proclamation for National Thank a Police Officer Day. (*Richard Boss, Mayor*)

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

3. Approve the minutes for the August 9, 2017 Regular meeting. (*Rachel Hughs, City Clerk*)
4. Approve the statements related to the Executive Session held on August 9, 2017. (*Rachel Hughs, City Clerk*)
5. Approve the final publication of Ordinance No. 1541 amending the official zoning map of the City of Alamogordo to rezone the property with the legal description 1-17-9 SW1/4NW1/4 located at 801 US Hwy 70 West, from R-1, Single Family Dwelling District and C-3 Business District to MH-2, Manufactured Housing Park District. Case Z-2017-0004(A) 801 US Hwy 70 West (*Darron Williams, City Planner*) (**Roll Call Required**)
6. Approve the final publication of Ordinance No. 1539 amending Section 2-01-030, The City of Alamogordo Code of Ordinances Regarding Planning and Zoning Administrative Fees. (*Darron Williams, City Planner*) (**Roll Call Required**)
7. Approve the bid award of IFB 2017-08 Janitorial Services, to Kleen-Tech, in the amount of \$32,814.72 including NMGR. (*Barbara Pyeatt, Chief Procurement Officer*)

ITEMS REMOVED FROM CONSENT AGENDA

OLD BUSINESS

8. Consider, and act Upon amending the Kids Kingdom Re-Build Proposal. (*Veronica Ortega, Community Services Director*)

NEW BUSINESS

9. Consider, and act upon, Change Order No. 2, Public Works Bid No. 2017-001, to Smithco Construction, Inc. related to the 1-MGD Brackish Water Treatment Facility project, in an amount not to exceed \$148,032.06, including tax. (*Bob Johnson, Engineering Manager*)
10. Consider, and act upon, for the Approval to purchase a new Class-A Apparatus (pumper) to replace an existing Apparatus that has surpassed its life service. With this Approval Fire Staff will move forward with the purchase utilizing the Approved budgeted monies from two sources; Fund 011, CER Equipment Replacement for a total of \$400,000.00, and Fund 033 CER Equipment Replacement for a total of \$127,695.00. (*Jim LeClair, Fire Chief*)
11. Consider, and act upon, an agreement for Assignment of Airport Lease from Gregory Hock to Alex Clements Jr. for Area E8-B. (*Petria, Schreiber, City Attorney*)
12. Consider, and act upon the Airport Improvement FAA Grant. (*Jim Talbert, Airport Manager*)

13. Consider, and act upon, the award of Public Works Bid No. 2017-014 to General Hydronics Utilities LLC, related to Street Maintenance Program FY2016 – Phase II in an amount not to exceed \$342,436.68 including NMGRT. (*Edward Balderrama, Project Manager*)

14. Consider and act upon the Family Fun Center operating proposal for management. (*Maggie Paluch, City Manager*)

15. Consider and act upon first publication of Ordinance 1542, an ordinance adding new sections to Chapter 3 establish a moratorium on new, off-premise billboard advertising within City limits. (*Darron Williams, City Planner*)

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

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/15/2017

Report No: 1.

Submitted By: Rachel Hughs

Subject: Proclamation to memorialize Officer Clint Corvinus and all fallen Police Officers. (*Richard Boss, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

Proclamation

The City Of Alamogordo Executive Offices

A PROCLAMATION TO MEMORIALIZE THE ANNIVERSARY OF THE LOSS OF OFFICER CLINT CORVINUS AND OFFICER BRUCE RICHARD AND TO FURTHER PAY TRIBUTE TO THOSE OTERO COUNTY POLICE OFFICERS WHO ALSO GAVE THEIR LIVES IN THE LINE OF DUTY.

WHEREAS, the City of Alamogordo, New Mexico has suffered profound tragedies with the losses of its police officers and the most recent loss of its Police Officer, Clint Corvinus; and

WHEREAS, these fallen Officers have served the citizens of Alamogordo as valuable public servants; and

WHEREAS, law enforcement is an honorable profession that strives to make our communities more livable; and

WHEREAS, the murder of a Police Officer shocks the very soul of a community, the government, and the freedoms that Police Officers have sworn to protect; and

WHEREAS, the impact of this tragedy upon the Police Officer's family, friends, department and community is immeasurable.

WHEREAS, a law enforcement officer is killed in the line of duty somewhere in the United States every 53 hours; and

WHEREAS, there is no greater sacrifice a Police Officer can make for their community than to give their life for another.

NOW, THEREFORE, I, Richard Boss, Mayor of the City of Alamogordo and on behalf of the citizens of Alamogordo, New Mexico do hereby proclaim September 2, 2017 as,

“FALLEN POLICE OFFICERS DAY”

as we mourn the loss of Alamogordo's most valuable public servants. We continue to pray for healing and hope in this time of need and will continue to honor Officer Clint Corvinus and all those police officers who have made the ultimate sacrifice.


Richard Boss, Mayor

Attest:


Rachel Hughs, City Clerk



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/15/2017

Report No: 2.

Submitted By: Rachel Hughs

Subject: Proclamation for National Thank a Police Officer Day. (*Richard Boss, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

Proclamation

The City Of Alamogordo Executive Offices

WHEREAS, the police officer who puts their life on the line with no superpowers, no X-ray vision, no super strength, no ability to fly, and above all no invulnerability to bullets, reveals a far greater virtue than Superman—who is only a mere superhero; and

WHEREAS, being a police officer is about making communities safe, caring for children and doing what it takes to stop someone from hurting another person; and

WHEREAS, the policeman is a peace time soldier always at war; and

WHEREAS, a police officer must spend their day wearing a gun. The weight of this object is not only a physical stress upon the body but an emotional one upon the mind and heart; and

WHEREAS, a police officer is an ordinary person facing extraordinary circumstances and acting with courage, honor and self-sacrifice. They are the men and women who are willing to step into danger to enforce our laws and are willing to lay down their lives to protect others; and

WHEREAS, the men and women of our local Law Enforcement agencies have taken an oath to protect and serve the citizens in their communities throughout Otero County, New Mexico; and

WHEREAS, Law Enforcement officers take significant risks every day to perform their duties and responsibilities to ensure that the rule of law is maintained, for they protect, serve and keep the peace; and

WHEREAS, The City of Alamogordo, is the proud home to dedicated police officers who put their lives on the line to keep our citizens and their property safe; and

WHEREAS, police officers might have one of the most thankless jobs in the United States we must find time to stop and thank these police officers who make a difference in our lives; and

WHEREAS, we recognize the significant sacrifices made by Law Enforcement officers and their families and welcome the opportunity to show how much they are appreciated;

NOW, THEREFORE, I, Richard Boss, Mayor of the City of Alamogordo do hereby proclaim September 16, 2017 as,

“THANK A POLICE OFFICER DAY”

and from the bottom of our hearts, we thank you, Our Police Officers, for all you do and encourage all citizens of Alamogordo to demonstrate gratitude to the law enforcement men and women who protect, serve and keep us safe.



Richard Boss
Richard Boss, Mayor

Attest:

Rachel Hughes
Rachel Hughes, City Clerk

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/14/2017

Report No: 3.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the August 9, 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
August 9, 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, CITY MANAGER
PETRIA SCHREIBER, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

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

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

APPROVAL OF AGENDA

**Mayor Pro-Tem Hernandez moved to approve the agenda as approve.
Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-0-0.**

PRESENTATIONS

1. Presentation of a 3K race for Veteran's Day. *(Wesley Etheridge)*

Wesley Etheridge spoke on the 3K run/walk race which he is having on Veteran's Day. He wanted to get full support of the City Council and the Citizens. The significance of the race is helping Veteran's and others with PTSD, military sexual trauma and mild TBI (traumatic brain injury). He asked the City for \$10,000 to help fund the 3k race. He said he does not want the money himself, but for the City to keep and monitor the money.

Mayor Boss asked him if he was asking for \$10,000. He advised Mr. Etheridge that the Commission could not make a decision like this under a Presentation and that the Commission could not give money to an individual.

City Manager Paluch said there is room for discussion on whether the City could run a race like this on Veteran's Day and Mr. Etheridge help out as a volunteer. This would be the best avenue at this point. Typically, the City does not sponsor monetarily wise this type of activity. It is something we can look into if we put on the race as the City of Alamogordo, then you could help out as a volunteer or help be a co-sponsor. She suggested to Mr. Etheridge to talk with Community Services Director Ortega. She said we are always looking for Special Events, something that we have not done before. Mr. Etheridge said that is what I am looking for, just an opportunity to talk about it at some point in time, but I think it is something that would be really beneficial and really brand the City of Alamogordo.

2. Presentation on the Zika virus. *(Maureen Schmittle and the Las Cruces NM Department of Health)*

Dave Daniels and Syeda Nargis spoke on behalf of the New Mexico Department of Health. Ms. Nargis said part of the reason they are here is because Otero County has been identified as one of the Counties where the mosquito, which can carry zika has been found. Our main effort is to make some local collaboration for the mitigation information and let the community know a little more about zika. The strain has been found here in Otero County and 11 other Counties within southern New Mexico. Having said this, it does not mean that the disease is here, it just means that the mosquito that is

capable of transmitting the disease is present here. If someone comes here that is carrying the disease, it is him or her that can transmit the disease to the next person. She explained how zika can spread and what the symptoms are. She also explained how zika can affect pregnancies. She said there is no vaccine, until there is one available the only thing we can do is prevention protection. (See Power Point in Blue Book).

Dave Daniels spoke on prevention protection. His main job is to help in identifying the type of mosquito that can do this, to raise awareness and to help mount a response in the event of a local transmission happening. He said it is humans that are infecting and spreading this infection. He talked about traveling to areas where zika exist and preparedness. He showed some kits that can be used to help prevent mosquito bites. He showed areas where mosquitoes are likely to lay their eggs. He said New Mexico has had no local transmission of zika. Last year, there were 10 confirmed cases of zika, but these originated from another place. He said the zika vaccine is developing and looks promising. (See Power Point in Blue Book).

Commissioner Sikes asked if our local Doctors have a way to test for zika. Ms. Nargis said the Department of Health has a system. They get a lot of calls from the Doctors, there are protocols. There are two tests for zika, in which the State pays for.

Commissioner Baldwin stated John Garst was tasked by Congressman Pearce's Office to write some information in reference to the zika virus in New Mexico and the potential threat, because of the mosquitoes we have in the southern part of the State. He was gracious enough to share that information with the Commissioners.

PUBLIC COMMENT

Paul Sanchez commented on the following:

Mr. Sanchez spoke about Project Honored Past. In this project, people have the opportunity to maintain a section of the Monte Vista Cemetery themselves. He said recently a group of people went out there and did a substantial amount of clean up. He said the cemetery workers saved us hours of work, because there was one section where the weeds were over 8 feet high. These workers went out there with a tractor and a bobcat to clean this area. He thanked Mayor Pro-Tem Hernandez for joining them on the project. He congratulated City Attorney Petria Schreiber on being appointed as the City Attorney.

CITY MANAGER'S REPORT

City Manager Maggie Paluch made the following remarks:

1. The contractor has remobilized at Golf Course Pond 11 to start the lining of the pond. She said Southwest Liner will be on-site to proceed with the lining of the pond. Ponds one through three are about 70 percent designed and the documents are being reviewed by the Golf Course Maintenance Department and G & L Golf.
2. She said staff is continuing to work on the Management portion of the Basin Lanes project. We met with a possible management firm last week. She said tomorrow and Friday staff will have meetings with different Management firms. The Commission will have a workshop session on August 14 at 6:30 pm at Fire Station Five to discuss the management of the facility, this workshop is open to the public. At this time the Commission will hear various options from City staff. The building is at 60 to 70 percent complete and the final construction date is scheduled for December 24, 2017.
3. She said if you recall Mike Espiritu had mentioned a legacy Project regarding a Steel Pellet Mill possibly coming to Alamogordo. The City and OCDEC have been working closely together with the Company and State Leaders on this project. If this comes to fruition, the community is looking at a company that will be in Alamogordo for 60 plus years. There was a site visit this week from the company and it looks very promising that the project is moving forward. There is some City property

that needs to be incorporated into the design plans. The next step for the team would be to obtain a survey and appraisal of that City owned property. Details to come soon.

4. She said Snake Tank Project Well 5 is 93 percent complete. Startup and testing of Well 5 and the components within the well control building will begin on August 14, 2017. A walkthrough is scheduled for Thursday August 17, 2017. She said in regards to the Desal Project, it is 27 percent complete. The site has been cleared and grubbed. She said buried solid waste has been excavated, removed and disposed of. The 18 inch raw and finished water lines have been concrete and cased. A twelve inch gravel layer below the evaporation pond liner has been completed. The Administrative building gas mitigation system has been installed, as well as the monitoring wells and pure foundations. The Administrative building plumbing and electrical rough in work will be ongoing over the next 30 days.

5. She said if you recall a few meeting ago, we had a resident point out the issue of Company increasing billboards throughout our city. Staff has researched the issue and determined an Ordinance needs to be considered by the Commission. Staff is currently working through City Planner Williams on drafting an Ordinance that will go before the Commission for consideration, and you should see that Ordinance at your next meeting on August 22, 2017.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Boss made the following comments:

He pointed out the importance of the Big Give program. He stated that there were 8,500 community service hours. He said that is \$234,000 in labor value and 450 people participated. This does not count all the businesses that gave seed money, the cash money for the supplies. Over the last ten years, just in the labor alone they are estimated to give a value of about 2.1 million dollars. He said be sure to thank these Air Force Airmen for what they do.

CONSENT AGENDA

3. Approve the minutes for the July 25, 2017 Regular meeting. (Rachel Hughs, City Clerk)

4. Consider, and act upon, Change Order No. 8, RFQ 2013-05, to CDM Smith, Inc. related to the engineering and design services for the Snake Tank Well 5 Equipment and Monitoring Wells project, in an amount not to exceed \$18,084.30, including tax. (Bob Johnson, Engineering Manager)

5. Consider, and act upon, an Agreement with Alamogordo Public Schools related to School Resource Officers. (Police Chief, Daron Syling)

6. Consider, and act upon, the Opinion of Lessee's Counsel letter, Lessee's Certificates and IBM Credit LLC Certificate of Acceptance in regards to the Master Lease Agreement Schedule to Master Lease Agreement between IBM Credit LLC and City of Alamogordo and also Lease/Purchase Supplement to Lease/Purchase Master Agreement between IBM Credit LLC and City of Alamogordo. (Mark Graham, MIS/Computer Center Manager)

7. Consider, and accept, the Investment Report for the quarter ending June 30, 2017, in accordance with the City of Alamogordo Investment Ordinance. (Julianne Hall, Finance Director)

8. Approve Resolution No. 2017-24 authorizing the Mayor to execute the agreement for membership in the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG). (Rachel Hughs, City Clerk) (Roll Call Vote required)

9. Consider, and act upon, the approval of Resolution No. 2017-25 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 August 9, 2017. (Kathy Gilsdorf, Budget Analyst) (Roll Call Vote required)

10. Consider and act upon the Quarterly Financial Report for the period ending June 30, 2017. (Julianne Hall, Finance Director)

Mayor Pro-Tem Hernandez moved to approve items 3,4,5,6,7,8,9,10 of the consent calendar.

Commissioner Baldwin seconded the motion.

Roll call was taken for items No. 8 & 9

Motion carried with a vote of 6-0-0.

OLD BUSINESS

11. Clarification to Commission regarding NMFA requirements for bond funding for natatorium. (Maggie Paluch, City Manager)

City Manager Paluch said this is clarification to the Commission, regarding the rededication of the natatorium bond funding. Staff originally had direction from our Bond Counsel, stating that a new Ordinance was going to be needed to change the dedication of the funds. We needed a revision of the original Ordinance. Staff has since received advice that we do not need to change the previous Ordinance because the original Ordinance is broad enough for the rededication of the playground facility. She read what the original ordinance said. The New Mexico Finance Authority feels that the description is broad enough for us to be able to rededicate the funds to use a portion for the playground structure at Kids Kingdom. We wanted to get that on the record this evening. Staff is not looking for a vote. The vote that the Commission took several meetings ago does stand. The disposition and the minutes from that meeting will go before the New Mexico Finance Authority for the rededication.

Commissioner Baldwin said the insurance money had around \$200,000 to playground equipment and about \$180,000 for park benches, awnings and various other things. Since we have this other money from the natatorium funds, I just felt that if we are going to go back to the public that we build a park where every single penny of the insurance money is spent on playground equipment and not necessary park benches or picnic tables. That change can be done in-house, unless there is an objection via the Commission.

City Manager Paluch said this is one of those projects that is very important to the community. Both of us wanted to get out, in a public meeting, to get comments from anyone who wants to comment on that.

Commissioner Payne asked if we would make it more equipment or make it bigger. City Manager Paluch said we would use all the insurance money on playground equipment. If we do go down that path, some of the projects that we earmarked for Community Services would not be completed. I cannot comment tonight on which specific projects those would be.

Mayor Boss asked when Kids Kingdom burned, were there any benches and things and if there were other things than just equipment, then why would we have to spend it all on just equipment. Commissioner Baldwin said the plan presented to us by Community Services Director Ortega did take that into consideration. My reasoning was that we do have other money that was not planned on being used to make up for those things. The Kids Kingdom value was way over what the insurance money actually paid for. My thought was, every single dime of the insurance money goes back into playground equipment and we use the natatorium money to make up for the benches and other stuff.

Paul Sanchez commented on the following:

Mr. Sanchez encouraged an extensive play area for special needs children.

City Manager Paluch said if they want to go down this path and use the entire insurance check for the equipment, we will need a motion to amend this evening. It is not because of the playground structure, it is because of the projects that we will be dropping off the list.

City Attorney Schreiber stated we would need a motion to amend. This will have to go on the next meeting to be heard, and be re-voted on.

Mayor Pro-Tem Hernandez asked what the amendment would be. Commissioner Baldwin said it would not change the vote. It would be the motion to amend the total amount of the insurance money is being spent on playground equipment.

City Attorney Schreiber said it will be the option that was presented and it will be a rededication of a certain amount of money to playground equipment. Mayor Boss said won't we be adjusting some of the other items that we voted on as part of that package. City Attorney Schreiber said this is why it would come back to the Commission again to be fully discussed. It will remain the option that was voted on. It will just be a reallocation of the money within that option. City Manager Paluch pointed out that it was option two. Commissioner Sikes asked to repeat the motion.

Commissioner Baldwin made the motion to amend the original amount dedicated in option 2 that all insurance money is to be spent on playground equipment.

Commissioner Sikes said when we looked at both options; I do not remember seeing dollar amounts under each option. City Manager Paluch stated that the amounts were there. She said she and Community Services Director Ortega would do some quick reference sheets for the next meeting that will show which projects will be included, if you dedicate the entire insurance check to the playground structure. Commissioner Sikes asked what was dedicated to the playground equipment in option 2. City Manager Paluch said I believe it was approximately \$225,000.

Commissioner Baldwin moved to amend the previous motion.

Commissioner Turnbull seconded the motion.

Motion carried with a vote of 6-0-0.

NEW BUSINESS

12. Consider, and act upon, the award of Public Works Bid No. 2017-006 to Valley Fence Company, related to the Zoo Perimeter Fence project, in an amount not to exceed \$214,049.41, including NMGR. (Nancy Beshaler, Project Manager)

Project Manager Beshaler said bids were open on June 27, 2017 and we had three responsive bidders. Valley Fence Company was the lowest responsive bidder and accounted for the local bidder preference. This project will replace the entire perimeter fence at the Zoo. The USDA has notified us that we need to replace the entire perimeter fence.

Commissioner Baldwin asked if there is going to be anything put in front of the structure to prevent damage again. Project Manager Beshaler said it will not have any additional structural qualities. If it did get hit by a motor vehicle again, it would cause damage. Commissioner Baldwin encouraged putting something in front of the fence to protect it.

Mayor Pro-Tem Hernandez asked if it was going to be eight foot of block wall. Project Manager Beshaler said yes, we will also have the rod iron panels in between them. Mayor Pro-Tem Hernandez expressed his concern for blocking the view of the Zoo. He suggested splitting the distance and installing a guard rail to protect pedestrians walking through there. Mayor Boss asked if we knew how

many times that fence has been hit by a vehicle. Project Manager Beshaler said I am only aware of the two times.

City Manager Paluch said she thought this would be a great project for the White Sands Beautification Committee to figure out a way to beautify the outside of the fence with something to protect it as well.

Commissioner Baldwin moved to approve.

Mayor Pro-Tem Hernandez seconded the motion.

Motion carried with a vote of 6-0-0.

13. Consider, and act upon, the award of Public Works Bid No. 2017-008 to Pate Construction Co. Inc. related to Monte Vista Cemetery Drainage Improvements in an amount not to exceed \$462,870.45 including NMGR. (Edward Balderrama, Project Manager)

Project Manager Balderama stated this project is to relieve some of the flooding events that we have had at the Monte Vista Cemetery. The scope of work is to put 30 inch corrugated metal pipe (CMP), build a pond in the cemetery and divert the water in the pipe down to the right a way at First Street and down to the ditch by Arapaho. We only had one bidder on this project, which was Pate Construction.

Mayor Boss was concerned with there only being one bidder. He said the engineering estimate was \$383,000 and it came in at \$463,000. That is way off the Engineer's estimate. Project Manager Balderama said there were some other issues that came up. There were some unknowns like the retaining wall. When we build a pond, we have to secure it. We are building a fence around that. There is a lot of concrete work and there is a trench drain that we are building to help divert the water that is ponding on the west side of the cemetery. Mayor Boss asked if these were things the Engineer did not consider. Project Manager Balderama said I think some of the numbers came in a little bit higher, in our opinion, than what they should have come in at. It is hard to compare it because we only got one bid. One of the biggest numbers is the CMP, we had the estimate at \$75 and it came in at \$114. It is hard to compare this to anything else, because we do not have any other numbers from any other projects for this kind of work. Mayor Boss asked Project Manager Balderama if he felt comfortable with the bid. He answered yes, Pate is a good contractor they do good work. Commissioner Baldwin asked if they did some of our flood mitigation, some of the phases. Project Manager Balderama answered yes, and I am very confident in the work they can do and their quality of work they provide for the City on other projects.

Commissioner Payne asked if this was going to fix the flooding of the graves. Project Manager Balderama said yes, that was the intent of this project.

Commissioner Baldwin moved to approve.

Mayor Pro-Tem Hernandez seconded the motion.

Motion carried with a vote of 6-0-0.

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

Mayor Boss read the openings and appointed Stephanie Hale to the White Sands Beautification Board. No one was opposed.

Commissioner Sikes encouraged the other Commissioners to appoint someone from each of their districts to be a part of this Board. She expressed her excitement about the work this Board is doing.

Mayor Pro-Tem Hernandez said he asked the City Clerk for a copy of the vacancies and I am trying to recruit from my facility, because that is one of the things that we are actually engaged on is community help. He suggested to some of his staff members, who live in the County, to try and get appointed by the County to participate on these boards.

Commissioner Sikes made the following comments:

She said we are not doing a very good job with our investments. Most of it looks really good, but there are two places that someone is putting our money, that is not doing us any good. With the Stock market, the way it is going right now, with the numbers I am seeing with other investments, for us to be gleaning such low percentages. Mayor Boss asked City Manager Paluch if we could invest money in the Stock Market. City Manager Paluch said she could not answer that. Commissioner Sikes said I understand that this report is for a previous quarter, but it would be nice to see what we could be doing to potentially be making more money. Mayor Pro-Tem Hernandez said I'm sure one of the reasons that is done is to keep those funds liquid. When you invest in certain items they are not liquid. Commissioner Sikes said if you look at some of our funds right now, they are certainly not liquid.

City Attorney Schreiber advised to table this discussion and maybe put it on the next agenda. We are still subject to the Open Meetings Act, so maybe we can table this discussion and come back and have the Finance Director come and discuss it.

EXECUTIVE SESSION (Roll Call vote Required)

15. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Real Property (Alamogordo Senior Center) and Proposal for Purchase of Property (N16' of the S 20' of Lot 17 Block 84).

Mayor Pro-Tem Hernandez moved to adjourn into Executive Session at 7:47 p.m.

Commissioner Turnbull seconded the motion.

Roll call was taken.

Motion carried with a vote of 6-0-0.

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)

Approved at the Regular Meeting held on August 22, 2017.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/15/2017

Report No: 4.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Session held on August 9, 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 August 22, 2017: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on August 9, 2017, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: Real Property (Alamogordo Senior Center) and Proposal for Purchase of Property (N 16' of the S 20' of Lot 17 Block 84).

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/16/2017

Report No: 5.

Submitted By: Stella Rael

Subject: Approve the final publication of Ordinance No. 1541 amending the official zoning map of the City of Alamogordo to rezone the property with the legal description 1-17-9 SW1/4NW1/4 located at 801 US Hwy 70 West, from R-1, Single Family Dwelling District and C-3 Business District to MH-2, Manufactured Housing Park District. Case Z-2017-0004(A) 801 US Hwy 70 West (*Darron Williams, City Planner*) (**Roll Call Required**)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance 1541 for final publication.

Background: Case # Z-2017-0004(A)

Approve the final publication of Ordinance No. 1541 for a map amendment to the official zoning map of the City of Alamogordo to rezone the property with the legal description 1-17-9 SW1/4NW1/4 located at 801 US Hwy 70 West, from R-1, Single Family Dwelling District and C-3 Business District to MH-2, Manufactured Housing Park District.

ORDINANCE No. 1541

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS 801 US HWY 70 WEST, 1-17-9 SW1/4NW1/4 FROM R-1, SINGLE FAMILY DWELLING DISTRICT AND C-3 BUSINESS DISTRICT TO MH-2, MANUFACTURED PARK HOUSING DISTRICT, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, Peggy L. White (hereinafter referred to as "the Owners") is the owner of certain real property commonly known as 801 US Hwy 70 West. and legally described below (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

WHEREAS, an application has been filed in the Applicants name under Case No. **Z-2017-0004(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 districts of R-1, Single Family Dwelling District and C-3 Business District to MH-2 Manufactured Park Housing 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:

1-17-9 SW1/4NW1/4

Is hereby changed from of R-1, Single Family Dwelling District and C-3 Business District to MH-2 Manufactured Park Housing District; and; the official zoning map and comprehensive plan of the City are hereby amended to reflect this change.

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

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

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

Record of Decision
City of Alamogordo
A New Mexico Municipal Corporation

Case#: **Z-2017-0004(A)**

For the Subject Property as follows:

Commonly Known As: **1-17-9 SW1/4NW1/4**

Uniform Property Code & Parcel Code: **MC 01N-4-054-097-108-238 & PC 01-00225**

Legal Description: **1-17-9 SW1/4NW1/4 ALAMOGORDO, OTERO COUNTY, NEW MEXICO**

The Alamogordo Planning & Zoning Commission considered this item on **July 6, 2017** and recommended the following action to the Alamogordo City Commission by a vote of **4-0-0**

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 #1541

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

Approve as recommended for final publication Ordinance # 1541 .

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: 08/22/2017

Report Date: 08/18/2017

Report No: 6.

Submitted By: Shelbe Abbott

Subject: Approve the final publication of Ordinance No. 1539 amending Section 2-01-030, The City of Alamogordo Code of Ordinances Regarding Planning and Zoning Administrative Fees. (*Darron Williams, City Planner*) (**Roll Call Required**)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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

Background: City Planner recommends 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 –
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 (bb).
- (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 (bb).
- (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 (bb).
- (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 (bb) below for further explanation.

- (1) ~~Less than one-half ($\frac{1}{2}$) acre: Four hundred dollars (\$400.00).~~
- (2) ~~One-half ($\frac{1}{2}$) 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 that does not comply with minimum set back requirements, like a carport, the applicant will pay a non-refundable fee 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 (bb) 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) *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.
- (z) *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.

(aa) **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.

(bb) Fees illustrated and are effective February 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
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 Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/18/2017

Report No: 7.

Submitted By: Barbara Pyeatt

Subject: Approve the bid award of IFB 2017-08 Janitorial Services, to Kleen-Tech, in the amount of \$32,814.72 including NMGRT. *(Barbara Pyeatt, Chief Procurement Officer)*

Fiscal Impact: \$32,814.72

Amount Budgeted: \$32,815.00

Fund: 012-1602-415-5729

Additional Fiscal Impact:

Recommendation: Award IFB No. 2017-08, to Kleen-Tech. in the amount of \$30,384.00 including \$2,430.72 NMGRT.

Background: IFB No. 2017-08 Janitorial Services was advertised on July 23, 2017 and opened on August 11, 2017 at 2:00 p.m. There were two responsive bid received. Kleen-Tech and L & L Janitorial. This bid is to be awarded to low bidder meeting specifications.

This IFB involves providing custodial services at the various locations, City Hall and the offices within and Public Works Administration Building and the Maintenance Bldg and Scale House at the Otero-Greentree Regional Landfill. The IFB was issued as a multi-term contract. The initial contract term shall commence on September 1, 2017 for one (1) year. The contract is renewable for three (3) additional one-year terms if mutually acceptable.

BID TABULATION
Janitorial Services
IFB NO. 2017-08
Originally to be opened August 10, 2017 2:00 PM
August 11, 2017 2:00 PM

ITEM NO.	Qty/Month	DESCRIPTION	Kleen - Tech		L & L Janitorial	
			Per Month	Year Total	Per Month	Year Total
1	12	City Hall - 1376 E. 9th Street	\$2,007.00	\$24,084.00	\$2,325.10	\$27,901.20
2	12	Public Works - 2600 N. Florida	\$184.00	\$2,208.00	\$250.00	\$3,000.00
3	12	Landfill - 4258 Highway 54 S Alamogordo	\$341.00	\$4,092.00	\$125.00	\$1,500.00
		Subtotal		\$30,384.00		\$32,401.20
		NMGRT 8.0%		\$2,430.72		\$2,592.10
TOTAL BASE BID WITH TAXES				\$32,814.72		\$34,993.30

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/18/2017

Report No: 8.

Submitted By: Jan Wafful

Subject: Consider, and act Upon amending the Kids Kingdom Re-Build Proposal. (*Veronica Ortega, Community Services Director*)

Fiscal Impact: \$0.00 (Not Determined)

Amount Budgeted: \$0.00

Fund: 119-

Additional Fiscal Impact:

Recommendation: Approve amended Community Services Projects for the Natatorium Bond.

Background: The following amended expenditure plans are presented to the City Commission. Please approve the most current recommendation changes. These changes are attached for your review.

Reference Sheet-Natatorium Bond

August 22, 2017

Revenues & Expenditures for Playground/Option #2

Bond fund balance:	\$ 2,014,639
Insurance Refund:	\$ 448,484
Total Revenue:	<u>\$ 2,463,123</u>

Option 2/Playground

Playground toys	\$ 448,484
Site Improvements	<u>\$ 247,000</u>
✓ Seated wall	\$ 695,484
✓ Bike racks	
✓ 2 playground structures	
✓ 2 picnic pavilions	
✓ 2 BBQ grills	
✓ Parking lot renovation	
10% contingency:	\$ 69,548
Total:	<u><u>\$ 765,032</u></u>
Remaining Balance:	<u><u>\$ 1,698,091</u></u>

Prioritized Community Services Projects

Remaining Balance:	<u>\$ 1,698,091</u>	
• Zoo Perimeter Fence	\$ 132,000	
• Zoo Walking Paths	\$ 100,000	
• Retaining Wall	\$ 58,000	
• Washington Basketball Court	\$ 180,000	
• AFRC Gym-HVAC & Ceiling	\$ 350,000	
• Security camera systems	\$ 28,000	
• Security lighting	\$ 65,000	
• Zoo Aviary netting	\$ 25,000	
• AFRC Amenities-Doors/Pool Cover etc.	\$ 150,000	\$100,000
• Parks Amenities-Doors/Bleachers/Benches	\$ 130,000	\$100,000
• Playground Shade Structures	\$ 450,000	\$388,350
• Picnic pavilions	\$ 260,000	\$199,700
• Zoo parking lot	\$ 175,000	
• New Dog Park	\$ 65,000	
Cost of Projects:	<u>\$ 2,168,000</u>	<u>\$1,698,050</u>
Need to cut:	\$ 469,909	

Staff recommends to reduce/eliminate the following to meet the \$469,909 reduction:

1. Security Cameras	\$ 28,000-
2. Zoo parking lot	\$ 175,000-
3. New Dog Park	\$ 65,000-
4. Reduce AFRC amenities by eliminating a gate and fixing the two courtyards in-house.	\$ 50,000-
5. Reduce park amenities by reducing the amount of picnic tables & grills	\$ 60,300-
6. Reduce picnic pavilions by eliminating 12' and reducing 16' to 7 instead of 10.	\$ 30,000-
7. Reduce the number of playground shade structures from 9-6	<u>\$ 61,650-</u>
	\$ 469,950

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/18/2017

Report No: 9.

Submitted By: Bob Johnson

Subject: Consider, and act upon, Change Order No. 2, Public Works Bid No. 2017-001, to Smithco Construction, Inc. related to the 1-MGD Brackish Water Treatment Facility project, in an amount not to exceed \$148,032.06, including tax. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: \$148,032.06

Amount Budgeted: \$9,200,817.00

Fund: 054-0099-990.67-74 PW1406

Additional Fiscal Impact:

Recommendation: Approve the Change Order.

Background: This Change Order incorporates the following:

1. Delete three (3) pumps from the project scope that should have been omitted prior to final design completion; a net decrease of \$6,017.02.
2. Provide and install a 24" layer of 4"-8" rock underneath the evaporation pond berms and access road; a net increase of \$43,083.74.
3. Increase the estimated quantity of Bid Item 004 from 16,000 tons to 18,500 tons, based on actual solid waste material removed to date and estimated to be removed as the project progresses; a net increase of \$100,000.00.



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. 2

1-MGD BRACKISH WATER TREATMENT FACILITY

PUBLIC WORKS PROJECT NO. 2017-001

DATE: **AUGUST 8, 2017**

CONTRACTOR: SMITHCO CONSTRUCTION, INC.
P.O. BOX 45
CABALLO, NM 87931

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

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

1. Delete three (3) pumps from the project scope that should have been omitted prior to final design completion; a net decrease of \$6,017.02.
2. Provide and install a 24" layer of 4"-8" rock underneath the evaporation pond berms and access road; a net increase of \$43,083.74.
3. Increase the estimated quantity of Bid Item 004 from 16,000 tons to 18,500 tons, based on actual solid waste material removed to date and estimated to be removed as the project progresses, a net increase of \$100,000.00.

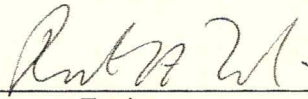
REVISED CONTRACT AMOUNT

- | | |
|--|-----------------|
| 1. Original Contract Amount | \$8,778,400.00* |
| 2. Total Contract Amount Including Previously
Approved Change Orders..... | \$8,778,400.00* |
| 3. Amount of this Change Order (increase)..... | \$ 137,066.72* |
| 4. Total Revised Contract Amount to Date | \$8,915,466.72* |

* excludes New Mexico Gross Receipts Tax.

The contract performance period is hereby increased by fourteen (14) calendar days. 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:  8-15-17
Engineer Date

CHANGE ORDER ACCEPTED AND APPROVED:

BY:  8-14-17
Contractor Date

CHANGE ORDER APPROVED BY CITY MANAGER/CITY COMMISSION:

BY: _____
City Manager Date

BY: _____
City Attorney Date

Change Order 2 Cost Breakdown Summary

	COR 2 Remove Pumps	COR 3 Install Rock Under Berm and Access Road	COR 3 Solid Waste			Change Order 2 Total
			Qty	Unit Bid	Amount	
Direct Labor	\$ (266.37)	\$ 1,244.64		\$	-	
Indirect Cost	\$ (122.08)	\$ 570.42		\$	-	
Travel	\$ (90.00)	\$ 435.00		\$	-	
Equipment	\$ (120.42)	\$ 2,080.42		\$	-	
Materials	\$ (4,556.00)	\$ 32,580.00		\$	-	
Bid Item			2500	\$ 40.00	\$ 100,000.00	
Subcontracts	\$ -	\$ -		\$	-	
Subtotal	\$ (5,154.87)	\$ 36,910.48		\$	\$ 100,000.00	
Overhead & Profit 15%	\$ (773.23)	\$ 5,536.57			N/A	
Other (Bond) 1.5%	\$ (88.92)	\$ 636.71			N/A	
Total	\$ (6,017.02)	\$ 43,083.74		\$	\$ 100,000.00	\$ 137,066.72
Additional Days	0	7			7	14

COR #2

COR #2



6 King Canyon Loop
Caballo, NM 87931

Project:

City of Alamogordo

1MGD Brackish Water Treatment Facility

Submitted: Bryce Smith

Location	Sheet	Date of Occurrence	RFI
N/A	N/A	N/A	N/A

Inquiry: The engineer deleted pumps P-1650, P-1651, and P-1600 from the contract during the submittal phase per Design Change Notification 1 issued on 5/18/17. This COR offers a credit to the owner for the corresponding savings.

1	Direct Labor	\$	(266.37)
2	Indirect Cost	\$	(122.08)
3	Travel	\$	(90.00)
4	Equipment	\$	(120.42)
5	Materials	\$	(4,556.00)
6	Subcontracts	\$	-
7	Other (Bond)	\$	(88.92)
8	S-Total	\$	(5,243.79)
9	Profit & Overhead	\$	(773.23)
10	Total	\$	(6,017.02)

COMMENTS:

This change will require 0 Additional Calendar Days

DESCRIPTION			COR #2
	Rate	HOURS	TOTAL
Project Manager	\$ 33.00		\$ -
Superintendent	\$ 36.25		\$ -
Foreman	\$ 32.02		\$ -
Carpenter/Lather	\$ 32.02		\$ -
Cement Mason	\$ 29.74		\$ -
Ironworker	\$ 40.18		\$ -
Plumber/Pipefitter	\$ 42.69	-3	\$ (128.07)
Operator Group I	\$ 23.50		\$ -
Operator Group II	\$ 24.59		\$ -
Operator Group III	\$ 25.24		\$ -
Operator Group IV	\$ 25.45		\$ -
Operator Group V	\$ 25.51		\$ -
Laborer I	\$ 23.05	-6	\$ (138.30)
Subtotal			\$ (266.37)
Labor Burden @ 45.83%			\$ (122.08)
Labor Total		-9	\$ (388.45)
Travel/Perdiem	\$ 10.00	-9	\$ (90.00)
420 Cat Hoe	\$40.93		\$ -
Cat 345 Excavator	\$194.74		\$ -
Tool Truck & Trailer	\$40.14	-3	\$ (120.42)
Cat D6K Dozer	\$77.51		\$ -
320 Cat Excavator	\$89.11		\$ -
Supt/Fore Truck	\$25.14		\$ -
Crew Truck	\$25.14		\$ -
Blade	\$85.32		\$ -
Bonding Tools	\$75.00		\$ -
Forklift	\$40.93		\$ -
950H Wheel Loader	\$69.96		\$ -
Equipment Total			\$ (120.42)
Materials Total:			\$ (4,556.00)
Odessa Pump	\$ 4,556.00	-1	\$ (4,556.00)
			\$ -
			\$ -
			\$ -
			\$ -
Sub Contract:			\$ -
			\$ -
Profit & Overhead @ 5%			\$ -
			\$ -
Subtotal Labor, Equipment & Materials			\$ (5,154.87)
Profit & Overhead @ 15%			\$ (773.23)
Sub Contract:			\$ -
Subtotal			\$ (5,928.10)
Bond			\$ (88.92)
			\$ -
TOTAL			\$ (6,017.02)



Design Change Notification

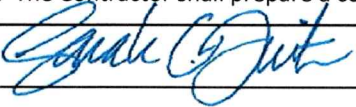
TO: Bryce Smith Project Manager Smithco Construction, Inc. 6 King Canyon Loop Caballo, NM 87931 TEL. NO. (575) 740-8012	FROM: Sarah Tuite, P.E. CDM Smith 6001 Indian School Rd NE, Suite 310 Albuquerque, NM 87110 TEL. NO. (505) 243-3200 FAX NO. (505) 243-2700
CDM SMITH PROJECT NO.: <u>23248-216208</u>	
PROJECT: <u>1-MGD Brackish Water Treatment Facility Bid No. 2017-001</u>	
OWNER: <u>CITY OF ALAMOGORDO</u>	
TRANSMITTING HEREWITH:	
DESCRIPTION: <u>Remove Sample Pumps and Carrier Water Pump (Specification 11315)</u> DCN NO.: <u>01</u>	

DESIGN CHANGE NOTIFICATION DESCRIPTION:

Note: Smithco Construction Inc. shall return a signed copy to CDM Smith within 14 days. Smithco Construction's signature on this Notification of Design Change does not indicate Smithco Construction's concurrence with CDM Smith's cost expectations, unless so indicated. If Smithco Construction believes additional compensation is warranted while CDM Smith has indicated none, the described work shall not commence until agreement has been attained and Smithco Construction shall provide a Cost Proposal with the returned copy.

BID ITEM NO.	ITEM DESCRIPTION	DESCRIPTION OF DESIGN CHANGE	REQUESTED BY
13/14	Specification 11315	Specification 11315.1.01.C requires two sample pumps (P-1650 & 1651) and one carrier water pump (P-1600). These three pumps are not required in the project and shall be removed from this specification. Resubmit Submittal D-11315-01-A in accordance with review comments.	SCT
ATTACHMENTS: ☐ Yes ☒ No Quantity:			

TO BE COMPLETED BY CDM Smith:

COST CHANGE ANTICIPATED: ☒ Yes ☐ No	SCHEDULE CHANGE ANTICIPATED: ☐ Yes ☒ No
DESCRIPTION: The Contractor shall prepare a cost estimate/change order based on the design change described above.	
SIGNATURE: 	DATE: 5/18/2017

TO BE COMPLETED BY SMITHCO CONSTRUCTION:

COST CHANGE ANTICIPATED: ☒ Yes ☐ No	SCHEDULE CHANGE ANTICIPATED: ☐ Yes ☒ No
DESCRIPTION:	
SIGNATURE: 	DATE: 05/30/17

COR #3

Revised with actual T&M

COR #3



6 King Canyon Loop
Caballo, NM 87931

Project:

City of Alamogordo

1MGD Brackish Water Treatment Facility

Submitted: Bryce Smith

Location	Sheet	Date of Occurrence	RFI
Evap. Pond	C15	6/26/2017 through 06/29/2017	006

Inquiry: Smithco was instructed in the response to RFI 006 to install 24" of 4-8" rock over existing trash underneath the evaporation pond berms and access road. Our sub-contractor has excavated the trash down to the elevation required by the RFI 006 response. Actual incurred costs are being billed.

1	Direct Labor	\$	1,244.64
2	Indirect Cost	\$	570.42
3	Travel	\$	435.00
4	Equipment	\$	2,080.42
5	Materials	\$	32,580.00
6	Subcontracts	\$	-
7	Other (Bond)	\$	636.70
8	S-Total	\$	37,547.17
9	Profit & Overhead	\$	5,536.57
10	Total	\$	43,083.74

COMMENTS:

This change will require **7** Additional Calendar Days

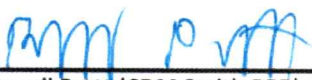
Change Order Request Summary											COR #3
Sheet	Item	Labor	Burden	Travel	Equip	Materials	Sub	Bond	Markup	Total	
1	T&M 06/26/17	\$ 487.25	\$ 223.31	\$ 160.00	\$ 458.06	\$ 6,660.00	\$ -	\$ 137.80	\$ 1,198.29	\$ 9,324.71	
2	T&M 06/27/17	\$ 214.40	\$ 98.26	\$ 80.00	\$ 537.60	\$ 6,696.00	\$ -	\$ 131.55	\$ 1,143.94	\$ 8,901.74	
3	T&M 6/28/17	\$ 296.57	\$ 135.92	\$ 105.00	\$ 537.60	\$ 12,564.00	\$ -	\$ 235.27	\$ 2,045.86	\$ 15,920.21	
4	T&M 6/29/17	\$ 246.42	\$ 112.93	\$ 90.00	\$ 547.17	\$ 6,660.00	\$ -	\$ 132.08	\$ 1,148.48	\$ 8,937.08	
5	Sheet 5										
	Sheet 6										
	Sheet 7										
	Sheet 8										
	Sheet 9										
	Sheet 10										
	Sheet 11										
	Sheet 12										
	Sheet 13										
	Sheet 14										
	Sheet 15										
	Total	\$ 1,244.64	\$ 570.42	\$ 435.00	\$ 2,080.42	\$ 32,580.00	\$ -	\$ 636.70	\$ 5,536.57	\$ 43,083.74	

DESCRIPTION			COR #3
T&M 6/26/17	Rate	HOURS	TOTAL
Project Manager	\$ 33.00	5	\$ 165.00
Superintendent	\$ 36.25	5	\$ 181.25
Foreman	\$ 32.02		\$ -
Carpenter/Lather	\$ 32.02		\$ -
Cement Mason	\$ 29.74		\$ -
Ironworker	\$ 40.18		\$ -
Plumber/Pipefitter	\$ 42.69		\$ -
Operator Group I	\$ 23.50	6	\$ 141.00
Operator Group II	\$ 24.59		\$ -
Operator Group III	\$ 25.24		\$ -
Operator Group IV	\$ 25.45		\$ -
Operator Group V	\$ 25.51		\$ -
Laborer I	\$ 23.05		\$ -
Subtotal			\$ 487.25
Labor Burden @ 45.83%			\$ 223.31
Labor Total		16	\$ 710.56
Travel/Perdiem	\$ 10.00	16	\$ 160.00
420 Cat Hoe	\$40.93		\$ -
Cat 345 Excavator	\$194.74		\$ -
Welding Truck	\$40.14		\$ -
Cat D6K Dozer	\$77.51		\$ -
320 Cat Excavator	\$89.11	2	\$ 178.22
Supt/Fore Truck	\$25.14		\$ -
Crew Truck	\$25.14		\$ -
Blade	\$85.32		\$ -
Bonding Tools	\$75.00		\$ -
Forklift	\$40.93		\$ -
950H Wheel Loader	\$69.96	4	\$ 279.84
Equipment Total			\$ 458.06
Materials Total:			\$ 6,660.00
4-8" Rip Rap	\$ 36.00	185	\$ 6,660.00
			\$ -
			\$ -
			\$ -
			\$ -
Sub Contract:			\$ -
			\$ -
Profit & Overhead @ 5%			\$ -
Subtotal Labor, Equipment & Materials			\$ 7,988.62
Profit & Overhead @ 15%			\$ 1,198.29
Sub Contract:			\$ -
Subtotal			\$ 9,186.91
Bond			\$ 137.80
TOTAL			\$ 9,324.71

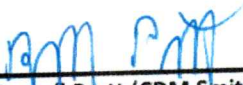
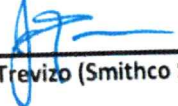
DESCRIPTION			COR #3
T&M 06/27/17	Rate	HOURS	TOTAL
Project Manager	\$ 33.00		\$ -
Superintendent	\$ 36.25	1	\$ 36.25
Foreman	\$ 32.02		\$ -
Carpenter/Lather	\$ 32.02		\$ -
Cement Mason	\$ 29.74		\$ -
Ironworker	\$ 40.18		\$ -
Plumber/Pipefitter	\$ 42.69		\$ -
Operator Group I	\$ 23.50		\$ -
Operator Group II	\$ 24.59		\$ -
Operator Group III	\$ 25.24		\$ -
Operator Group IV	\$ 25.45	7	\$ 178.15
Operator Group V	\$ 25.51		\$ -
Laborer I	\$ 23.05		\$ -
Subtotal			\$ 214.40
Labor Burden @ 45.83%			\$ 98.26
Labor Total		8	\$ 312.66
Travel/Perdiem	\$ 10.00	8	\$ 80.00
420 Cat Hoe	\$40.93		\$ -
Cat 345 Excavator	\$194.74		\$ -
Tool Truck	\$40.14		\$ -
Cat D6K Dozer	\$77.51		\$ -
320 Cat Excavator	\$89.11	2.5	\$ 222.78
Supt/Fore Truck	\$25.14		\$ -
Crew Truck	\$25.14		\$ -
Blade	\$85.32		\$ -
Bonding Tools	\$75.00		\$ -
Forklift	\$40.93		\$ -
950H Wheel Loader	\$69.96	4.5	\$ 314.82
Equipment Total			\$ 537.60
Materials Total:			\$ 6,696.00
4-8" Rip Rap (TONS)	\$ 36.00	186	\$ 6,696.00
			\$ -
			\$ -
			\$ -
			\$ -
Sub Contract:			\$ -
			\$ -
Profit & Overhead @ 5%			\$ -
Subtotal Labor, Equipment & Materials			\$ 7,626.25
Profit & Overhead @ 15%			\$ 1,143.94
Sub Contract:			\$ -
Subtotal			\$ 8,770.19
Bond			\$ 131.55
TOTAL			\$ 8,901.74

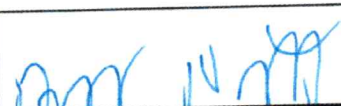
DESCRIPTION			COR #3
T&M 06/28/17	Rate	HOURS	TOTAL
Project Manager	\$ 33.00		\$ -
Superintendent	\$ 36.25	1.5	\$ 54.38
Foreman	\$ 32.02	2	\$ 64.04
Carpenter/Lather	\$ 32.02		\$ -
Cement Mason	\$ 29.74		\$ -
Ironworker	\$ 40.18		\$ -
Plumber/Pipefitter	\$ 42.69		\$ -
Operator Group I	\$ 23.50		\$ -
Operator Group II	\$ 24.59		\$ -
Operator Group III	\$ 25.24		\$ -
Operator Group IV	\$ 25.45	7	\$ 178.15
Operator Group V	\$ 25.51		\$ -
Laborer I	\$ 23.05		\$ -
Subtotal			\$ 296.57
Labor Burden @ 45.83%			\$ 135.92
Labor Total		10.5	\$ 432.48
Travel/Perdiem	\$ 10.00	10.5	\$ 105.00
420 Cat Hoe	\$40.93		\$ -
Cat 345 Excavator	\$194.74		\$ -
Tool Truck	\$40.14		\$ -
Cat D6K Dozer	\$77.51		\$ -
320 Cat Excavator	\$89.11	2.5	\$ 222.78
Supt/Fore Truck	\$25.14		\$ -
Crew Truck	\$25.14		\$ -
Blade	\$85.32		\$ -
Bonding Tools	\$75.00		\$ -
Forklift	\$40.93		\$ -
950K Wheel Loader	\$69.96	4.5	\$ 314.82
Equipment Total			\$ 537.60
Materials Total:			\$ 12,564.00
4-8" Rip Rap	\$ 36.00	349	\$ 12,564.00
			\$ -
			\$ -
			\$ -
			\$ -
Sub Contract:			\$ -
			\$ -
Profit & Overhead @ 5%			\$ -
Subtotal Labor, Equipment & Materials			\$ 13,639.08
Profit & Overhead @ 15%			\$ 2,045.86
Sub Contract:			\$ -
Subtotal			\$ 15,684.94
Bond			\$ 235.27
TOTAL			\$ 15,920.21

DESCRIPTION			COR #3
T&M 06/29/17	Rate	HOURS	TOTAL
Project Manager	\$ 33.00		\$ -
Superintendent	\$ 36.25	1	\$ 36.25
Foreman	\$ 32.02	1	\$ 32.02
Carpenter/Lather	\$ 32.02		\$ -
Cement Mason	\$ 29.74		\$ -
Ironworker	\$ 40.18		\$ -
Plumber/Pipefitter	\$ 42.69		\$ -
Operator Group I	\$ 23.50		\$ -
Operator Group II	\$ 24.59		\$ -
Operator Group III	\$ 25.24		\$ -
Operator Group IV	\$ 25.45	7	\$ 178.15
Operator Group V	\$ 25.51		\$ -
Laborer I	\$ 23.05		\$ -
Subtotal			\$ 246.42
Labor Burden @ 45.83%			\$ 112.93
Labor Total		9	\$ 359.35
Travel/Perdiem	\$ 10.00	9	\$ 90.00
420 Cat Hoe	\$40.93		\$ -
Cat 345 Excavator	\$194.74		\$ -
Tool Truck	\$40.14		\$ -
Cat D6K Dozer	\$77.51		\$ -
320 Cat Excavator	\$89.11	3	\$ 267.33
Supt/Fore Truck	\$25.14		\$ -
Crew Truck	\$25.14		\$ -
Blade	\$85.32		\$ -
Bonding Tools	\$75.00		\$ -
Forklift	\$40.93		\$ -
950K Wheel Loader	\$69.96	4	\$ 279.84
Equipment Total			\$ 547.17
Materials Total:			\$ 6,660.00
4-8" Rip Rap	\$ 36.00	185	\$ 6,660.00
			\$ -
			\$ -
			\$ -
			\$ -
Sub Contract:			\$ -
			\$ -
Profit & Overhead @ 5%			\$ -
Subtotal Labor, Equipment & Materials			\$ 7,656.52
Profit & Overhead @ 15%			\$ 1,148.48
Sub Contract:			\$ -
Subtotal			\$ 8,805.00
Bond			\$ 132.08
TOTAL			\$ 8,937.08

T&M Form		Date: 6-26-17
Task: 24" Rip Rep under Berm		
Labor	HOURS	NOTES
Project Manager	5 ? Sarah B	
Superintendent	5	One guy Laying down rock and leveling 2' high
Foreman		
Carpenter/Lather		
Cement Mason		4 hours loader
Ironworker		2 hours excavator
Plumber/Pipefitter		
Operator Group I	6	
Operator Group II		
Operator Group III		
Operator Group IV		
Operator Group V		
Laborer I		
Equipment	HOURS	
420 Cat Hoe		
950H Wheel Loader	4	
Cat 320 Excavator	2	
Cat 345 Excavator		
Supt/Fore Truck		
Crew Truck & Trailer		
Water Truck		
Water Wagon		
Cat D6K Dozer		
Blade		
Forklift		
Roller		
Misc:		
Materials	QUANTITY	
Wipe Wipe Rock	9 end dumps	
4-8" Rip Rep	184.36 Tons	
Sub Contract		
 6-27-17 Russell Pratt (CDM Smith RPR)		 6/27/17 Juan Trevizo (Smithco Superintendent)

T&M Form		Date: <u>Tues 6-27-17</u>
Task: <u>24" Rip Rap Under Berm</u>		
Labor	HOURS	NOTES
Project Manager		
Superintendent	<u>1</u>	
Foreman		
Carpenter/Lather		
Cement Mason		
Ironworker		
Plumber/Pipefitter		
Operator Group I		
Operator Group II		
Operator Group III		
Operator Group IV	<u>7 hrs</u>	
Operator Group V		
Laborer I		
Equipment	HOURS	
420 Cat Hoe		
950K Wheel Loader	<u>4.5</u>	
Cat 320 Excavator	<u>2.5</u>	
Cat 345 Excavator		
Supt/Fore Truck		
Crew Truck & Trailer		
Water Truck		
Water Wagon		
Cat D6K Dozer		
Blade		
Forklift		
Roller		
Misc:		
Materials	QUANTITY	
<u>4" - 8" Rip Rap</u>	<u>185.76 Tons</u>	<u>9 End dumps</u>
Sub Contract		
<u>RAM</u> <u>12/11</u> <u>6-28-17</u> Russell Pratt (CDM Smith RPR)		<u>JT</u> Juan Trevizo (Smithco Superintendent)

T&M Form	Date: Wed. 6/28/17	
Task:	24" of Rip Rap under Berm	
Labor	HOURS	NOTES
Project Manager		
Superintendent	1.5	
Foreman	2	
Carpenter/Lather		
Cement Mason		
Ironworker		
Plumber/Pipefitter		
Operator Group I		
Operator Group II		
Operator Group III		
Operator Group IV	7	
Operator Group V		
Laborer I		
Equipment	HOURS	
420 Cat Hoe		
950 Wheel Loader	4.5	
Cat 320 Excavator	2.5	
Cat 345 Excavator		
Supt/Fore Truck		
Crew Truck & Trailer		
Water Truck		
Water Wagon		
Cat D6K Dozer		
Blade		
Forklift		
Roller		
Misc:		
Materials	QUANTITY	
8" 12" Rip Rap	348.48 Tons	17 end dumps 4 loads were left stock piled @ end of day.
Sub Contract		
 Russell Pratt (CDM Smith RPR)		6-29-17  Juan Trevizo (Smithco Superintendent)

T&M Form	Date: 6/29/17	
Task:	24" of Rip Rap under Berm	
Labor	HOURS	NOTES
Project Manager		
Superintendent	1	
Foreman	1	
Carpenter/Lather		
Cement Mason		
Ironworker		
Plumber/Pipefitter		
Operator Group I		
Operator Group II		
Operator Group III		
Operator Group IV	7	
Operator Group V		
Laborer I		
Equipment	HOURS	
420 Cat Hoe		
950K Wheel Loader	4	
Cat 320 Excavator	3	
Cat 345 Excavator		
Supt/Fore Truck		
Crew Truck & Trailer		
Water Truck		
Water Wagon		
Cat D6K Dozer		
Blade		
Forklift		
Roller		
Misc:		
Materials	QUANTITY	
8" to 12" Rip Rap	184.67 tons	9 dump trucks
Sub Contract		
 Russell Pratt (CDM Smith RPR) 6-29-17  Juan Trevizo (Smithco Superintendent)		

COR #4

COR #4



6 King Canyon Loop
Caballo, NM 87931

Project:

City of Alamogordo
1MGD Brackish Water Treatment Facility

Submitted: Bryce Smith

Location	Sheet	Date of Occurance	RFI
N/A	N/A	06/21 through 06/23	N/A

Inquiry: Smithco was authorized to exceed the contract quantity for bid item 4 by design change notification 3. This COR is for an increase of ~~2000~~ tons over the bid quantity (16000 tons). Actual overage to date is approximately 1575 tons but more trash will need to be hauled off at the conclusion of drilled piers, pipelines, etc. After the final quantity is acheived, the bid item can be reconciled with another change order.

2,500

2,021

Item No.	Construction Item	Unit	QTY	UNIT BID	TOTAL COR
4	Solid Waste Excavation, Hauling, and Disposal	TON	2000	\$ 40.00	\$ 80,000.00
			2,500	\$40.00	\$100,000.00

COMMENTS:

This change will require 7 Additional Calendar Days

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/15/2017

Report No: 10.

Submitted By: Jim LeClair

Subject: Consider, and act upon, for the Approval to purchase a new Class-A Apparatus (pumper) to replace an existing Apparatus that has surpassed its life service. With this Approval Fire Staff will move forward with the purchase utilizing the Approved budgeted monies from two sources; Fund 011, CER Equipment Replacement for a total of \$400,000.00, and Fund 033 CER Equipment Replacement for a total of \$127,695.00. *(Jim LeClair, Fire Chief)*

Fiscal Impact: Fiscal Impact: \$527,695.00

Amount Budgeted: \$527,695.00

Fund: 033-0000-421.61-85 CER Equipment Replacement and 011-4204-421.61-85 CER Equipment Replacement.

Additional Fiscal Impact:

Recommendation: Staff recommends Approval of this purchase.

Background: This request is for the Approval to purchase a new Class-A Apparatus (pumper) to replace an existing Apparatus that has surpassed its life service. With this Approval Fire Staff will move forward with the purchase utilizing the Approved budgeted monies from two sources; Fund 011, CER Equipment Replacement for a total of \$400,000.00, and Fund 033 CER Equipment Replacement for a total of \$127,695.00.

If approved; the arrival of this new Class-A Apparatus will supplement the fire fleet and serve our community on the South side of Alamogordo. This new Class-A Apparatus will replace a 1994 Pierce that is currently 23 years old.

The background of the slide is a photograph of a sunset or sunrise over a body of water. A vibrant rainbow is visible on the left side, arching over the horizon. The sky is a mix of blue and orange, and the water in the foreground is dark blue with some ripples.

ALAMOGORDO FIRE DEPT. CLASS-A TRUCK PURCHASE

AUG 22, 2017

CLASS-A FIRE APPARATUS TRUCK PURCHASE

This evening I would like to give you a short presentation and respectfully ask for the approval to purchase a new Class-A Fire Apparatus to replace an existing Apparatus that has surpassed its life service.

At the end of the presentation you should have a clear understanding of the following;

- ☐ Why this truck is needed,
- ☐ Understand the standards set forth in NFPA 1901,
- ☐ Where the Fire Department is currently in regards to equipment replacement,
- ☐ What has been budgeted for equipment replacement,
- ☐ and understand the four goals set by the Alamogordo Fire Dept.

NEW TRUCK PURCHASE A.F.D.

As the Alamogordo moves forward, one of our largest obstacles is dealing with the ageing fleet that has surpassed its life expectancy, and continues to nickel and dime the City of Alamogordo General Fund and the Fire Protection Fund. According to the standard outlined in NFPA 1901 Annex D for First-Line and Reserve Fire Apparatus states; In the area of safety, fire departments should seriously consider the value (or risk) to the fire fighters of keeping fire apparatus older than 15 years in front-line service. Below you will see several apparatus in our fleets inventory that are well passed that replacement criteria;

- ☐ *Engine 5, 1994 Pierce / 23 years old*
- ☐ *Engine 7, 1996 Pierce / 21 years old*
- ☐ *Engine 2, 2001 KME / 16 years old*
- ☐ *Engine 4, 2001 KME / 16 years old*
- ☐ *Tender 5, 2001 KME / 16 years old*

WHERE THE ALAMOGORDO FIRE DEPARTMENT IS CURRENTLY, AND WHAT WE HAVE ACCOMPLISHED TO-DATE.

The City of Alamogordo has made huge strides regarding the Capital Equipment Replacement. This has been a testament of the dedication of the City taking equipment replacement seriously. All equipment replacement purchases have been made possible through capital replacement funds (City), state grant funding and state fire protection funds. As of to-date we have purchased and paid in full for the following apparatus:

- ❑ 2016 Pierce Sabre 75' Aerial, this purchase was imperative due to the requirements of the Insurance Service Office, and National Fire Protection Agency that states; if you have a ladder service, you will be required to have a reserve Ladder.



WHERE THE ALAMOGORDO FIRE DEPARTMENT IS CURRENTLY, AND WHAT WE HAVE ACCOMPLISHED TO-DATE cont.

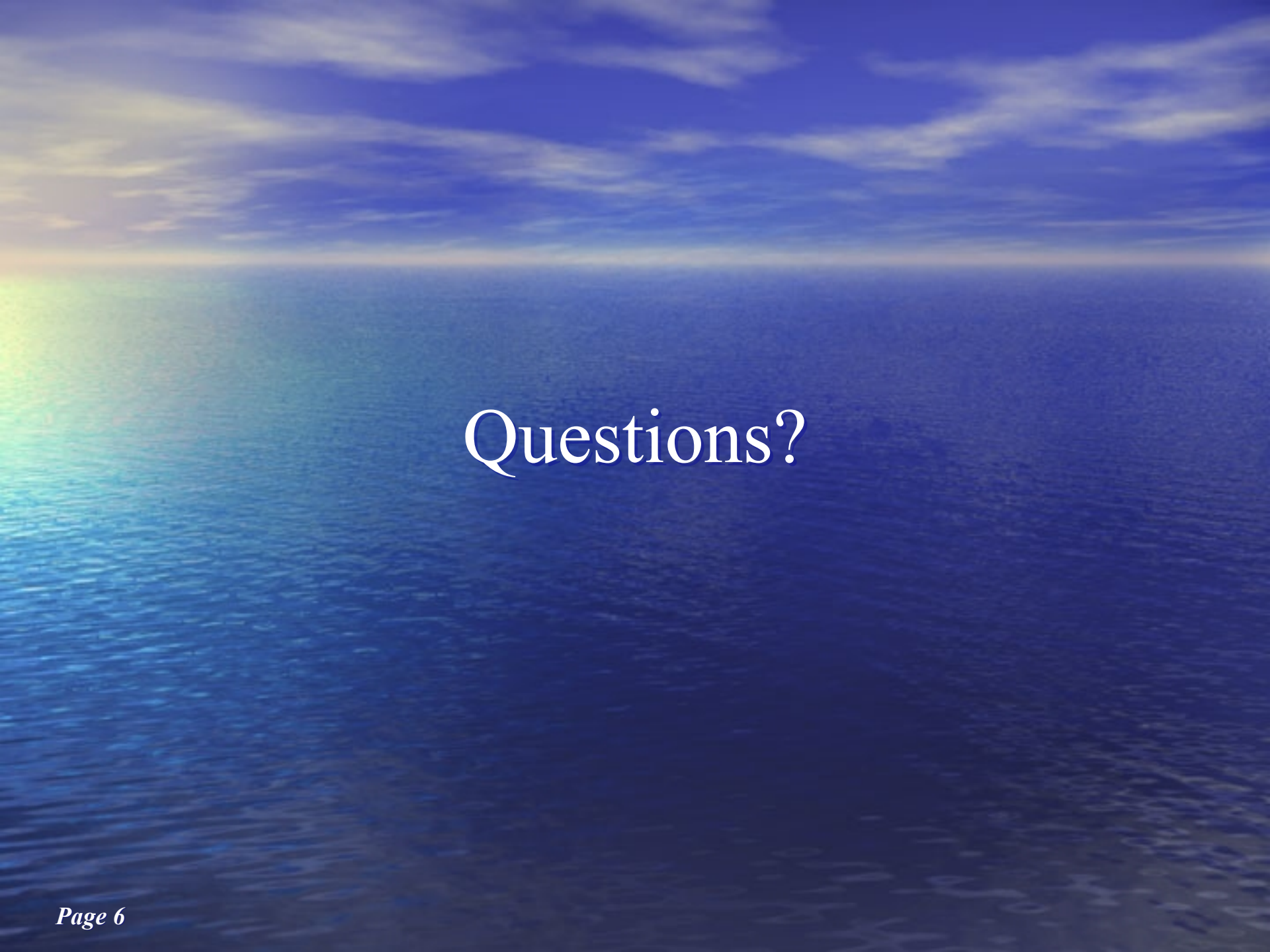
- ❑ 2017 Pierce Dash CF, this purchase was approved by Commission, and will be delivered in May 2018. As stated before one of our largest obstacles in dealing with the ageing fleet that has surpassed it's life expectancy is dealing with ongoing failures. The arrival of this “new” pumper will supplement the fire fleet, and serve our community on the North side of Alamogordo. This new pumper will replace a 1996 Pierce 2 door pumper that is currently a first due engine that is 21 years old.



NEW TRUCK PURCHASE A.F.D. Cont.

In closing; as the City of Alamogordo moves forward, I am respectfully requesting to purchase an additional Class-A Apparatus. The approved funding will come from two sources; the General Fund of \$400,00.00 dollars and the Fire Protection Fund of \$127,695.00 for a total of \$527,695.00. This new truck will serve our community on the South side of Alamogordo, and replace a 1994 Pierce pumper that is currently 23 years old. With this new addition to the fleet, the Alamogordo Fire Department will accomplish four goals.

- 1) Will have three new apparatus providing protection to all parts of our community.**
- 2) Continue to replace an aging fleet that has meet it's service life as a first due engines.**
- 3) Have some relief associated with repair cost due to an aging fleet that continually break and in need of serious repairs.**
- 4) "Owning" a fire fleet that was built specifically for the Alamogordo Fire Department that meets the needs of staff, and possesses additional seating for volunteer staff.**



Questions?

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/16/2017

Report No: 11.

Submitted By: Dorothy Murphy

Subject: Consider, and act upon, an agreement for Assignment of Airport Lease from Gregory Hock to Alex Clements Jr. for Area E8-B. (*Petria, Schreiber, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Mr. Clements Assignment of Lease.

Background: Gregory Hock currently leases Area E8-B at the Alamogordo-White Sands Regional Airport. The lease space total 8,000 square feet.

Gregory Hock now wishes to assign the lease to Alex Clements Jr.. Mr. Clements has submitted the necessary documents for the assumption and assignment of the lease. Mr. Clements understands that once the current lease expires, he will have to enter into a new Airport Lease with the City..

The Airport Advisory Board considered the request at its regular meeting in July, 2017. The Board recommends approval of the assignment.

Staff similarly recommends approval of the assignment.

CITY OF ALAMOGORDO
ALAMOGORDO-WHITE SANDS REGIONAL AIRPORT

APPLICATION FOR ASSIGNMENT OF LEASE

The undersigned hereby applies to the City of Alamogordo for the assignment of that land lease governing the area of the Alamogordo-White Sands Regional Airport known as _____ Area E8B _____.

The current holder of this lease is Gregory Hock By my signature below, I state to the City of Alamogordo that I approve of and request the authority to transfer all of my right, title and interest in this lease to Alex. Clements Jr. I understand that if the City approves this assignment of lease, I will be relieved of any further responsibility under this lease other than undetected or undisclosed environmental issues.

Both parties to this request for assignment state that they are requesting the City of Alamogordo to accept the Assignee in the stead of the current lessee.

Assignee agrees that the rental for the area pursuant to the Lease agreement will be \$ 506.04 per year and will increase by the City determined CPI each year thereafter, and that any amounts due and owing must be paid at the time this assignment is approved by the City.

ASSIGNOR:

Date: 7-3-17



ASSIGNEE:

Date: 7/21/17

The City of Alamogordo hereby agrees to the assignment of the Lease governing the area at the Alamogordo-White Sands Regional Airport known as HANGER E8B from MR GREG HOCK to MR ALEX CLEMENTS.

This assignment is effective on the _____ day of _____, ~~2014~~ 2017.

CITY OF ALAMOGORDO, NEW MEXICO

Date: _____

By: _____
Maggie Paluch, Acting City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

City Attorney

ASSIGNMENT OF PERSONAL PROPERTY

I, GREG HOCK, OWNER AND TRANSFEROR, for good and valid consideration, the receipt of which is acknowledged, assign to ALEX CLEMENTS, JR., of 2415 Westminster, Alamogordo 88310, all of my interest in and to an airplane hangar, my personal property, located on property owned by the City of Alamogordo at the *Alamogordo White Sands Regional Airport*, the general address of which is 3500 Airport Rd., Alamogordo, NM, and the general description of the hangar assigned is:

BUILDING E 8 B



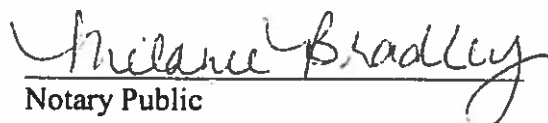
GREG HOCK
OWNER AND TRANSFEROR

State of Nebraska)

Red Willow County :ss
~~Hitchcock County~~)

SUBSCRIBED AND SWORN TO before me this 22 day of May, 2017, by Greg Hock.




Notary Public

hanger sale mletter

Alamogordo Airport Advisory Board
Alamogordo White Sands Reg. Airport
Alamogordo, NM. 88310

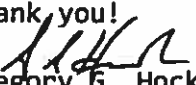
June 8 2017

Board;

I would like to sell my Hanger, at the Alamogordo White Sand
Reb. Airport.
Building E 8 B and land lease to Mr. Alex Clements Jr. 2415
Westminster
Alamogordo, NM. 88310.

If could please put this on your aginda for your next meeding it
would be greatly appreiatted.

Thank you!


Gregory G. Hock
37514 Road 724
Culbertson, NE. 69024 575-442-9644

Approved by AAB
5/24/12

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

WHEREAS, the City of Alamogordo ("City"), a Municipal Corporation of the State of New Mexico, is the owner of certain real properties known collectively as the White Sands Regional Airport ("Airport") in Otero County, New Mexico; and,

WHEREAS, the City maintains designated areas on the Airport specifically to lease said areas to aviation-related businesses and individuals to develop the Airport, its infrastructure, and aviation business for the benefit of the citizens of the City; and

WHEREAS, Gregory G. Hock ("Lessee") desires to lease a particular parcel of that real property on the Airport for the purpose of furthering the Lessee's aviation interests; and

WHEREAS, the City is willing to lease the parcel desired to the Lessee, and the parties desire to execute a written Lease containing the terms and conditions of their Lease.

WHEREAS, the City of Alamogordo and the Lessee agree that the premise behind this contract, and the direction/directive of federal, state and local government(s), is to promote the self-sufficiency of Alamogordo-White Sands Regional Airport ("Airport").

WHEREAS, the City of Alamogordo and the Lessee agree to follow required and/or necessary federal and state mandates, procedures and/or regulations, in order to receive federal and/or state funds and/or grants for the exclusive benefit of airport related use, improvements, activities and/or services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the following is agreed:

1. DEFINITIONS:

A. Airport – means the White Sands Regional Airport, owned and operated by City of Alamogordo as a general aviation facility.

B. Airport Manager– means the city manager or his designee.

C. Aviation Related Activities - means activities as defined by the Federal Aviation Administration (FAA), which encompass aeronautical related activities, benefit and/or services to help promote and/or support aeronautical activities. If the FAA has not specifically defined aviation activities, City will make a determination as to what is considered "aviation activities."

D. City - means the individuals employed hired, appointed, designated and/or elected by the constituency of Alamogordo and/or the City of Alamogordo, which may act on its own behalf, as duly acknowledged by the State of New Mexico, as a separate municipal corporation.


(Lessee's Initials)

Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE

E. City of Alamogordo - means the Municipal Corporation, with the City Commission as its governing body.

F. City Commission - means the duly elected members of the City Commission, as currently composed and as its membership might change from time to time, and any successor body.

G. Federal Aviation Administration or FAA - means the United States Department of Transportation, Federal Aviation Administration, or any successor agency.

H. General Aviation - means all aircraft or aeronautical operations and activities other than Commercial and Military Aviation related activities.

I. Improvements - means rights, benefits and/or access to structures, buildings, edifices, foundations, and/or the installation of utilities, built and affixed above and/or below bare ground, leased by the City and designated to Lessee, together with all rights appurtenant thereto.

J. Lease - means this Lease including stipulated renewals with final termination date established, together with all Exhibits hereto, incorporated herein by reference, and any amendment hereof duly executed by the parties.

K. Lease Year - means any consecutive twelve (12) month period, from July 1st until June 30th of the following year.

L. Negotiations - means a discussion to produce the mutual assent and agreement between the City of Alamogordo and Lessee regarding, and not limited to: termination, assignments and other issues, as they pertain to this Lease.

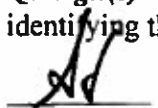
M. Notice - means written correspondence, sent certified mail, from either Lessee or City.

N. Off-Site Improvements - means rights, benefits and/or access to structures, paved areas, and/or utilities, built and affixed above and/or below bare ground, by Lessee, away from, Lessee's leased Parcel, to which Lessee agrees will belong to the City.

O. On-Site Improvements - means rights, benefits and/or access to structures, buildings, edifices, foundations, and/or the installation of utilities, built and affixed above bare ground, and specifically described as the leased Parcel designated by the City, belonging to Lessee.

P. Parcel - means the bare dirt ground specifically described and directly leased to Lessee by City.

Q. Sign(s) - outwardly symbol, logo, name or board affixed, present or posted on the Parcel identifying the leased Parcel, activities conducted on Parcel and Lessee(s).


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

2. THE LEASED AREA DESCRIBED: The City hereby Leases to the Lessee, a 4,620 square foot parcel of real Property located in the NW 1/4 of Section 14, T17S, R9E, N.M.P.M. of the U.S.G.L.O. Surveys, within the City Limits of Alamogordo in the County of Otero, State of New Mexico, described as Parcel E8-B on the Plat Showing Lease Property and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with an easement for ingress and egress to the property (hereinafter "Parcel") by the Lessee.

3. TERMS:

A. Lease Term. The term of this Lease shall be ten (10) years (hereinafter "Lease Term") commencing on the "Commencement Date," as hereinafter defined, and terminating on the tenth (10th) anniversary of the Commencement Date. The Commencement Date shall be the first day of July, 2012, and the tenth anniversary date shall be the thirtieth day of June, 2022. Possession of the Parcel by the Lessee shall begin on the Commencement Date. As a condition of the Initial lease, the Lessee shall have the right to enter into two additional five-year terms at the conditions in effect at the beginning of each of the five year terms.

B. Termination.

1. Upon termination of this Lease, Lessee shall have no further rights hereunder, except as otherwise expressly provided herein, and the City may take immediate possession of the leased Parcel. Lessee shall thereafter be released from any and all liability, cost or expense associated with the Parcel, including the improvements thereon accepted by the City, or associated with termination of this Lease, except for environmental concerns not detected at the time this Lease terminates.
2. **Negotiations Prior to Termination of Lease.** Not less than one year prior to the termination of this Lease, Lessee and City shall either enter negotiations or make provisions for the disposal of any improvements on the Parcel.

C. Disposal of Improvements:

1. When Requested by Lessee: if at any time during the Lease Term, when all Rent then due and owing has been fully paid and Lessee is not in default under this Lease, Lessee may request to remove any or all improvements. Lessee shall give forty-five (45) days advance written notice of its intent to remove the improvements to the City, which shall not unreasonably withhold consent. When removing improvements, the Lessee shall restore the Parcel to its previously existing condition, including filling excavations, returning the surface to grade, and leaving the Parcel safe and free from all debris and hazards. **Any exceptions must be by mutual agreement.**


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

2. **At Expiration or Termination of Lease:** at the expiration or termination of this Lease, any or all buildings and other permanent improvements to the Parcel will, at the direction and sole discretion of the City, either remain intact on the Parcel and become the property of the City, or be removed by the Lessee. Should the City elect for the Lessee to remove any or all improvements, the Lessee shall do so within forty-five (45) days. When removing improvements, the Lessee shall restore the Parcel to its previously existing condition, including filling excavations, returning the surface to grade, and leaving the Parcel safe and free from all debris and hazards, **any exceptions must be by mutual agreement.** All improvements not removed as aforesaid shall, without compensation to or by City, become City's property free and clear of all liability and expenses. Lessee shall thereafter be released from any and all liability, cost or expense associated with the Parcel, including the improvements thereon, or associated with termination of this Lease. However, if Lessee fails to promptly remove said improvements if and as required by the City, the City may assess and bill Lessee based on receipt of an itemized statement of costs of removal and restoration of the Parcel performed by or for the City.
3. **Provide to City Right of First Refusal:** after the drafting of a mutually agreed sales/purchase agreement, Lessee shall first offer City the right to purchase On-Site Improvements, and City may elect to purchase said improvements. If City selects to purchase On-Site improvements, City will bear the cost to ascertain the appraisal value of improvements, and/or the parties may mutually agree on another method to ascertain value of improvements; or
4. **Purchase of Lessee's improvements by third party, with approval of City:** Lessee may sell On-Site improvements to a third party (Buyer), with the approval of City and/or after City has negotiated a Lease with Buyer.

D. Holdover. If Lessee remains in possession of the Parcel after the expiration of this Lease, without any written agreement hereof, such holding over shall not be deemed as a renewal or extension of this Lease, but shall create only a month-to-month tenancy with the City's acting as current owner of the improvements from the date of lease expiration. The rates for holdover tenancy shall be 10 times that of the final rental rate of this Lease.

E. Continuing Leases Term. For those Leases of real property at the Alamogordo White Sands Regional Airport, which are not Initial Leases, the term may be for not more than ten (10) years. The conditions shall be those in effect at the time of entry into the Lease. Should an existing Lessee elect not to enter into a Continuing Lease, the provisions of the above paragraph shall apply.

F. Force Majeure. Neither party shall be in violation of this Lease if it is prevented from performing any term hereof by reason of strike, boycott, labor dispute, embargo, shortage of material(s), Act of God, act of a public enemy, act of superior government authority, weather condition, riot, rebellion, sabotage or any other circumstance for which it is not responsible or


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

which is not within its control. In the case of an individual Lessee's, death, disability or incapacity, this shall constitute a Force Majeure condition for such time as is reasonably necessary for alternative arrangements to be made for the conduct of Lessee's affairs, but not to exceed two (2) years.

4. FEES AND CHARGES: Lessee shall pay the following fees and charges:

A. Processing Fee. *If after verbal discussions with the city, the individual wishes the City to process the application for a lease,* the individual shall pay a nonrefundable processing fee with the City of Alamogordo in the sum of Two Hundred Fifty Dollars and no cents (\$250.00).

B. Rent. Beginning on the Commencement Date, the Lessee shall pay the City a fixed annual rental payment ("Rent"). The amount of the Rent shall be at the rate specified by the City Commission per square foot per year **by Resolution**. The adjusted Rent payment shall be due on July 1st. Rent may also be adjusted as appropriate to reflect the increased cost of new or substantially higher levels of services provided at the Airport. **Adjustments must comply with City Ordinances and Resolutions as voted by the City Commission.**

5. PAYMENTS DUE:

A. Due In Advance. In addition to those payment dates specified above, all rent payments shall be due and payable in advance, beginning on the Commencement Date and continuing regularly and annually without notice from City thereafter during the Lease Term. However, the City may elect to invoice payment notices.

B. Due Annually. The first annual payment shall be due and payable on the Commencement Date and shall be prorated to the next June 30th. All subsequent payments shall be due on July 1st each year thereafter.

C. Late Fee Due. On any annual rental payment made after July 1st, Lessee shall in addition pay a late charge of ten percent (10%) of the annual rent for each month or part thereof that the payment is late or Fifty Dollars (\$50.00), whichever is greater.

6. NO REFUNDS: Lessees may relinquish this Lease to the City; however the Lessee shall not be entitled to a refund of any fees of any kind paid.

7. INSURANCE REQUIREMENTS:

A. General Liability. Lessee shall maintain general liability insurance insuring such claims. This insurance shall name the City of Alamogordo (City) as an additional insured. The insurance shall have a minimum per occurrence limit of \$ 1,000,000 or as required to meet the mandatory requirements of the New Mexico Tort Claims Act or its successors in law, whichever is greater. Increased Limits. Upon thirty (30) days written notice, the City shall be entitled to require Lessee to increase the limits of any insurance required herein to an amount equal to such increase in the New Mexico Tort Claim Act maximum limits of liability.

B. Hangar Insurance. Lessee shall maintain hangar insurance covering the improvements on the parcel. Such insurance shall be a hangar insurance policy with the broadest cause of loss


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

endorsement including vandalism and malicious mischief. The insurance shall be on a replacement cost basis and shall name the City of Alamogordo as an additional insured, as its interests may appear.

C. Proof of Insurance. Such insurance shall be with a licensed and authorized company to do business in the State of New Mexico. The Lessee shall furnish annually to the City on the rent payment due date of this Lease, a certificate or other evidence and proof of maintenance of the above required insurances. The certificate of insurance shall provide the City of Alamogordo with a minimum 60 days notice of cancellation or non-renewal of the insurance policy. Lessee shall provide the City with notice of any changes thereof and furnish to the City evidence of acquisition of a substitute therefore and payment of premium thereof. If the Lessee shall fail to maintain such insurance coverage, then the City may obtain same and add the cost of such insurance to the next due Lease payment. If the City does so, it may charge interest thereon at the rate of 15% per annum from the time of payment, which shall be added to the rental becoming due and shall be collected as an additional fee.

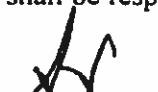
8. QUIET ENJOYMENT: The Lessee, upon payment of the required fees and rents, and the faithful performance of such covenants, agreements and conditions required by law, or this Lease, may peaceably and quietly have, enjoy those portions of the Airport authorized for their use. Such use shall be free from molestation, eviction or disturbance by the City or any person claiming by, through, or under it, subject to the terms and conditions of the law or agreement entered into. Such quiet enjoyment is conditional upon Lessee adhering to the following conditions:

A. Permitted Uses. Lessee shall have use of the Parcel only for construction of a hangar, and the housing and maintaining of personal, non-commercial aircraft, as well as for the construction, maintenance and operation of said hangar in connection with these uses, in so far as it does not disturb the peaceful enjoyment of other tenants and conforms to airport permitted use under the current or any revised Standards, Regulations, Codes and Policies.

B. Additional Uses Require Permission. The Lessee shall not use or permit the use of the Parcel, or improvements thereto, for any purpose or use other than those expressly and specifically authorized by this Lease. Additional uses may be hereafter authorized in writing by the City, but only upon such terms and conditions as may be set out in such authorization.

C. Commercial Use of Parcel and Future Improvements. Lessee agrees to obtain permission from the City prior to commencing or permitting any commercial use of the Parcel not specifically listed, or making any additional improvements thereto, in accordance with the current Airport policies, code and/or standards. In the event that this Parcel, or improvements thereto is used for business purposes, the Lessee shall at all times maintain and pay any required permits, licenses, insurances, and taxes as required by law.

D. Signs. Lessee must obtain City consent to paint or construct any exterior signs; including approval for a City Sign Permit. Lessee further agrees that upon vacating the improvements, Lessee will restore exterior signs to same condition as received at time of occupancy. The Lessee shall be responsible for all cost and expense of maintaining its signs as permitted hereby. Lessee


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

shall not erect, paint or maintain any temporary signs or advertising displays, such as banners, balloons, flashing sign boards, and/or any similar visual devices whatsoever, without City's consent.

9. OBTAIN PERMITS, PAY TAXES, AND OBEY LAWS:

A. Lessee shall pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against the Airport or improvements thereto. Lessee shall take out and keep current all licenses, permits, and certificates (City, County, State and Federal) required for the conduct of its activities at and upon the Airport, and further agrees not to permit any of said taxes, excise or license fees to knowingly become delinquent.

B. Lessee shall, at its own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of the applicable City, County, State and Federal authorities and agencies which affect this Lease, the land granted by this Lease, any improvements upon the Leasehold, and/or operations thereon. Such compliance shall be with any laws, regulations, rules, ordinances or requirements which have been or may be enacted or promulgated during the effective period of this Lease.

C. Lessee recognizes the authority of the City Commission and staff to take those necessary and legal actions required to safeguard any person, aircraft, equipment or property at the Airport. Lessee agrees to abide by any suspension, restriction, or designation of specific procedures applicable to any or all Airport operations whenever such actions are established by such authorities.

10. ASSIGNMENT AND SUBLEASE:

A. *City Consent Required.* Lessee shall not assign or sublease the rights granted by this Lease, nor the Leased parcel, nor the improvements constructed or occupied in accordance with this Lease, without the prior written consent of the City, which consent shall not be unreasonably withheld. The City may condition such consent upon an increase in the Rent, and may require other conditions or covenants before consenting to an assignment or sublease. Such additional rent, conditions or covenants shall be in accord with those terms and conditions for similar agreements in effect at the time of the assignment, sublease, or sale. If the Lease is assigned or subleased, all clauses herein binding the parties hereto are also binding on any and all successors and/or assigns, unless specifically amended by the City as a condition of consent.

B. *Assignment Relieves Lessee.* Upon a valid assignment of this Lease, but not upon a sublease, the Lessee shall be relieved of all obligations and liabilities arising from this Lease effective as of the date of the assignment.

11. DEFAULT AND TERMINATION:

A. *Definition.* If the City/Lessee determines the City/Lessee is in violation of any of the terms, conditions or covenants of this Lease, or the Lessee fails to pay, on time, any fees or charges due, the condition shall be considered a default of the Lease.


(Lessee's Initials)

Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE

B. Written Notice Required. The City/Lessee shall provide the City/Lessee with written notice of any determination of default.

C. Compliance Time. The City/Lessee shall then have thirty (30) days to cure or remedy said default or otherwise comply with any demand contained within such written notice which cures or remedies the default.

D. Failure to Comply. If the City/Lessee fails to correct the default as specified by the City's/Lessee's notice within the specified period, or if the City/Lessee receives a third notice of default within any 18 consecutive month period, the City/Lessee may, at its option, terminate this Lease immediately, or at any time thereafter. Such termination may be made without further notice or demand.

1. In the event of a Lessee default and upon such termination, without further notice or demand, the City may enter upon and into the Parcel, or improvements thereto, or any part thereof, and take absolute possession of the same fully and absolutely, and such re-entry shall not be judged trespass. In addition, the City may also require all associated and permitted operations to cease and be removed from the Airport. The City may also follow the provisions of paragraph 24.

2. In the event of a default by the City, the lessee may terminate the lease and follow the provisions of paragraph 24.

E. Lease Remains Binding. All provisions of this Lease remain binding upon the City/Lessee while the Lessee is in default, and if this Lease is terminated due to default.

F. What Constitutes Blatant Default. Parties will be in **Blatant** default upon the occurrence of:

1. In the event that Lessee has not commenced repairs within six (6) months from the date of said damage and thereafter completed such repairs within six (6) months, this Lease may be immediately terminated by the City.
2. Non-payment of all rents and/or fees, 90 days after July 1.
3. Failure to retain insurance for hanger, as outlined in Article seven.
4. The blatant and conscious deprivation of rights and privileges, outlined in this Lease and/or other agreement(s) entered into between Lessee and City.
5. Failure to comply with federal, state and local government regulations, as they pertain and are relevant to this Lease.
6. Refusal to provide access to Parcel as set out in Article Twenty one.
7. Using or allowing the use of the Parcel in contradiction of this Lease.


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

12. AIRPORT DEVELOPMENT: The City reserves the right to further develop the Airport as it sees fit, without unreasonable interference or hindrance from Lessee.

A. Eminent Domain Rights. If the physical development of the Airport requires the relocation, removal or alteration of Lessee's improvements from the Airport, the City has the right to condemn the improvements wholly under the City's eminent domain rights.

B. Notice of Total Taking: In the case of a total taking by the City of the parcel(s) authorized for use by this Lease, the City will provide a minimum of ninety (90) days notice of such impending action. In the event of such a total taking, Lessee's obligation to pay rent and other charges shall terminate on the date of the taking.

C. Actions in the Event of Total Taking. In the case of a total taking, both parties hereto agree that the value of this Lease shall be declared to be zero dollars (\$0.00). The value of the Improvements will be determined by an independent appraisal at Fair Market Value (FMV). The Lessee will have the option of receiving the monetary FMV of the improvements or having a similar improvements constructed at another parcel and entering into a new Lease at the then current land lease rate.

13. AMENDMENT: This Lease shall not be altered, changed or amended except by instrument in writing executed by the City and Lessee.

14. SEVERABILITY: If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

15. RIGHT OF AIRCRAFT OPERATIONS: The City hereby reserves a right of aircraft ground operations on and above the surface of the Airport, when conducted in accordance with the Federal Aviation Regulations, together with the right to cause such noise, odors and other disturbances as may be inherent in such operation.

16. RESERVED WATER, GAS, OIL, AND MINERAL RIGHTS: The City reserves, subject to the BLM Patent all water, gas, oil, hydrocarbon and mineral rights in and under the surface of the Airport. However, the City shall not conduct any operations on the surface of the Airport for the exploration, development or recovery of the rights and substances reserved which would unreasonably interfere with the Lessee's use of the Airport.

17. EASEMENTS AND RIGHT OF WAY:

A. Existing Easements. This Lease is subject to all existing rights-of-way or easements of record and all other Leases granted by the City to other parties at the Airport, and to those retained by the City.

B. City's Right to Use Existing Easements. The City retains the right to locate utilities as necessary on existing easements on the Airport.


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

C. Easements to be Accessible. Lessee shall leave any utility easements upon the Airport open and unobstructed. A perpetual easement and right-of-way for the construction, maintenance, removal and replacement of any and all utility lines, manholes, and related facilities through, over, across and under the Airport is hereby reserved for the benefit of the City.

D. City's Right to Establish Easements. The City may at any time and from time to time relocate, in whole or in part, any easement serving the Airport, provided that such relocation does not diminish or permanently interrupt the rights or operations of the Lessee nor increase the costs to be incurred by Lessee. The City may temporarily interrupt operations with respect to such Easements during the period of relocation, and the City agrees to restore the Airport to a condition substantially similar to the condition existing prior to any alterations thereto by the City.

E. City's Right to Protect Aerial Approaches. The City reserves the right to take such action as may be reasonably necessary to establish and protect aerial approaches to the Airport against obstruction, including the right to prevent persons from erecting or permitting to be erected any improvements on the Airport which would constitute a hazard to aircraft.

18. RIGHT TO PERFORM OWN AIRCRAFT SERVICING AND MAINTENANCE: It is clearly understood by the Lessee that no rights or privileges have been granted which would prevent any legal person from performing any services that it may choose to perform on its own aircraft at locations reserved for such purposes. All such servicing, maintenance and repair shall be conducted in accordance with Federal Aviation Regulations and applicable law.

19. SECURITY AND SAFETY: Lessee will participate in the City's security and safety programs as they relate to the Airport.

20. AIRPORT ACCESS: Subject to the rules and regulations established by the City, the Lessee has the right of free access, ingress to and egress from those parts of the Airport authorized for the Lessee's use by this Lease. Such access also applies to the Lessee's employees, agents, patrons and invitees, its suppliers of materials and furnishings of services and its equipment, vehicles, and machinery. The City may, at any time, temporarily or permanently close or consent to the closing of any roadway or other right-of-way for such access, ingress, and any other area at the Airport or in its environs presently or hereafter used as such. In such a case, a means of access, ingress and egress reasonably equivalent to that formerly provided may be substituted and concurrently made available subject to the Airports Security and Operational needs.

21. CITY'S RIGHT TO ENTER: The City, its officers, agents and representatives, subject to any security regulations imposed by any governmental authority, shall have the right to enter all parts of the premises at all reasonable hours to inspect the premises when reasonably required and as it may deem necessary or desirable.

A. Right to Inspect. Unless faced with an emergency situation as outlined in Section 28.A (4), upon 30 days notice to Lessee, City may enter and conduct a general inspection of On-Site improvements. Said general inspections may be conducted once in a calendar year.


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

B. Follow-Up Inspections. Upon finding a hazard on Lessee's Parcel, City will send notice stating findings and will reschedule an appointment with Lessee to re-enter Parcel to ascertain that Lessee is in compliance with relevant safety regulations. If the hazard is considered an imminent threat to other Lessees and/or the City of Alamogordo, City shall immediately inspect Parcel, but City must thereafter issue a notice to Lessee outlining City's explanation and findings, for said inspection.

22. OPERATIONAL/SAFETY REPORTS: Lessee agrees to submit to the City, upon request by the City any report or reports or information regarding Lessee's operations at the Airport. The City agrees to receive from Lessee, upon request by Lessee, any reports the Lessee deems appropriate for the purpose of keeping the City informed of any operational problems and of any suggested improvements at the Airport.

23. AUTOMOBILES AND OTHER VEHICLES: The City reserves the exclusive right to control, by security gate, uniform driving regulations, or otherwise, all vehicular ingress and egress to, and operations on, the aircraft operating areas including but not limited to all taxiways, runways and ramp areas on the Airport.

24. ATTORNEY'S FEES: City and Lessee agree that if either is found by a court to have breached this Lease, reasonable attorney's fees and the cost of litigation may be recovered by the prevailing party.

25. NOTICES: Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not, when deposited in the United States mail, as Certified Mail, postage prepaid, return receipt requested, and addressed to the party at the address set forth below:

City Clerk
City of Alamogordo
1376 E. Ninth St
Alamogordo, New Mexico 88310

Gregory Hock
28 KC Road
Alamogordo, NM 88310

26. EXHIBITS: The following exhibits are attached and made part of this Lease:

A. EXHIBIT "A": Plat of lease site

27. CONSTRUCTION AND IMPROVEMENTS:

A. Permit(s), License(s) and Approval(s). Lessee shall or may, at its own sole cost, improve the Leased Parcel, only with the written Consent of City. City must respond to Lessee's request for improvements, within 30 days of City receiving said request. Lessee shall or may build, affix and/or add improvements in compliance with plans and specifications approved by the City. Lessee shall obtain any and all federal, state and local governmental approvals, licenses


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

and permits required for the improvement, and shall comply with all federal, state and local laws applicable thereto. The City shall have neither obligation nor responsibility for improvement of the Leased Premises.

B. Preparation of Plans and Specifications. Tied to building requirement for major construction, Lessee shall prepare, or have prepared, detailed drawings, plans and specifications for the construction, improvements and/or exterior alterations to the improvements, as applicable and as might be required by the City, state and/or federal regulations. Lessee shall begin work on proposed improvements only after receiving the prior written approval of plans and specifications from all entities, including, but not limited to City.

1. **Title to Improvements (On-Site Improvements).** During the Lease Term, title to all improvements existing or constructed upon the Parcel by Lessee are and shall be vested in Lessee.
2. **Title to Off-Site Improvements.** Off-Site improvements vest to the City, upon acceptance by the City.
3. **Proposed Improvements.** For either Off-Site or On-Site Improvements, if Lessee is required to provide plans for said improvements, as summarized and attached to this Lease as Exhibit C, hereto, and incorporated herein by reference, Lessee shall begin such process with no less than submission of a building permit application to the City, not later than six (6) months following the Commencement Date of this Lease.
4. **City Codes Apply.** Lessee must meet City standards as specified in the *Alamogordo Code of Ordinances*, in addition to all relevant state and federal regulations, for all design, planning, and construction activities, including development or extension of infrastructure. In addition, Lessee may pave Off-Site access from the Parcel, when necessary, or improvements thereto. Taxiways, taxi lanes, or roads, and such construction shall match the grade of the existing Parcel.
5. **Installation of Utilities.** City warrants that all utilities, which are necessary for the conduct of Lessee's activities are available at the Airport. However, Lessee shall obtain and install any necessary electrical, gas, water, sewer and septic tank, and any other utility service, subject to the development guidelines, rules and regulations or building codes of the State of New Mexico, the City of Alamogordo, and/or other utility company requirement(s). City shall not be liable to Lessee for any interruption in or curtailment of any utility service. City shall not be liable for damages to persons or property for any such interruption, nor shall such interruption in any way be construed as cause for abatement of rents or fees or operate to release Lessee from any of its obligations hereunder.


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

6. **Septic Systems.** Lessee may be allowed to use and maintain an easement on common City Property to the N/A of the building to construct an individual on-site septic system, if necessary and as required to meet New Mexico Environment Department Regulations. The location and dimensions of this easement and constructed improvement shall be shown on the site plan submittal. In the event that the City provides a waste water disposal service to the Parcel in the future, Lessee shall be required to cease use of the individual on-site septic system and hook up to the City waste water system, at Lessee's own cost, for sewage disposal, in accordance with the *Alamogordo Code of Ordinances*.
7. **Time Restrictions.** All building construction described in Exhibit "C" must be completed on or before the second anniversary date of the approval of the construction plan(s) and/or drawing(s), that date being N/A, or any other mutually agreed upon date established between City and Lessee.
8. **Additional Improvements Constructed During the Lease Term.** Upon receiving written approval from City, Lessee may construct additional improvements or modifications at a later date, adhering to the requirements of those codes and regulations then in effect on the Airport. Lessee must use new or City approved materials, which are compatible with existing improvements on Parcel. However, in all cases, construction must be completed within two (2) years of receiving City approval.

C. Mechanic's and Materialman's Liens. Lessee shall not permit any mechanic's, materialman's or any other lien to be imposed upon or attached to the Parcel or improvements on the Airport or any part thereof, or the improvements thereon, by reason of any labor performed or materials furnished by any mechanic or materialman or for any other reason.

D. Certificates of Completion; Construction Records. Upon the completion of any Off-Site and/or On-Site improvement hereunder, Lessee shall submit to City a copy of its Certificate of Occupancy, acceptance letter certifying completion, and/or a certified copy of any certificate or permit which might be required or provided by any federal, state or local agency in connection with the completion, occupancy or use of the improvement. As-Built-Drawings of improvements shall be provided ninety (90) days after Lessee receives Certificate of Occupancy.

E. Airport Manager Duties. Airport Manager shall be a point of contact to aid, inform and/or direct Lessee, as to any questions or concerns regarding the White Sands Regional Airport.

28. MAINTENANCE REPAIRS AND IMPROVEMENTS LEASEHOLD:

A. Condition, Maintenance and Repairs of Leasehold and Improvements Thereto.


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

Lessee Accepts Parcel "As-Is." Lessee acknowledges that it has fully inspected the Parcel and hereby accepts the Parcel and any buildings, improvements and appurtenances thereto as is, in their present state and condition, as suitable for the purpose for which the same are Leased.

1. ***Lessee Shall Maintain.*** Lessee shall maintain, at its own expense, the Parcel (On-Site) and any Lessee-owned improvements, fixtures or equipment on the Parcel in a safe, sanitary, orderly, and sightly manner, in accordance with all applicable codes and regulations. Lessee shall also maintain the cleanliness of all paved area on the Parcel, and shall be responsible for mowing all grass, controlling weeds, and maintaining existing shrubs and trees on the Parcel. Lessee shall maintain all rest rooms on the Parcel, or improvements thereto in a sanitary and clean condition, using proper odor control devices and providing and maintaining an adequate supply of paper towels, soap and toilet tissue.
2. ***Erosion Control.*** Where the slope, terrain, or soil disturbance is such that active soil or wind erosion may be present on the Parcel (On-Site), Lessee must carry out erosion control practices to mitigate the erosion. These practices include, but are not limited to drainage facilities constructed and maintained by Lessee, landscaping, and/or seeding and maintaining of vegetation.
3. ***City's Right to Correct Deficiencies.*** The City has the right to require reasonable maintenance and repairs to the Parcel (On Site) and improvements thereon by Lessee as required by this Lease. Notice of City's intent to repair shall be in writing, with a minimum 30-day notice. Should Lessee fail to make the required corrections, the City shall have the right to enter the Parcel and Off-Site Improvements, to correct deficiency. City may recover the cost of Parcel and On-Site Improvement repair from Lessee, plus an additional fifteen percent (15%) administrative cost.
4. ***City's Right to Correct Deficiencies under an Emergency Situation.*** In case of major and/or an imminent hazard regarding the health, safety, and welfare to airport users, improvements, parcel, and/or the community at large, the City may immediately enter Lessee's parcel and correct said hazard, at Lessee's cost, unless imminent hazard is caused by the City.
5. ***Repair of Damage.*** If the Parcel, or improvements thereto, are partially destroyed or damaged by fire or other casualty, then Lessee shall secure repair and restore the Parcel, or improvements thereto as soon as it is reasonable practicable, so as not to create an imminent safety hazard to other airport users. Repair or restoration shall commence not later than six (6) months after such damage, and be completed within six (6) months thereafter. Such restoration shall be to


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

substantially the same or improved condition in which the Parcel or improvements thereto were before such damage.

B. Destruction of the Parcel. In the event the Parcel, or improvements thereto, are completely destroyed or so badly damaged that repairs cannot be commenced within six (6) months and completed within six (6) months, thereafter, the Lease may be terminated by either Lessee or City. Such termination shall be effective as of the date of notice by Lessee and response by City, stating that either party does not intend to re-build, and intends to terminate the Lease, or the parties may mutually agree to locate to another parcel at the Airport.

29. ENVIRONMENT:

A. Environmental Laws. Consistent with all other terms hereof regarding compliance and/or environmental matters, Lessee shall at all times comply with all applicable federal, state and local laws, including, but not limited to, the transportation, storage and use of hazardous materials, substances and waste, as might now or hereafter be defined by such laws. Environmental laws shall be interpreted in the broadest sense to include any and all federal, state, local statutes, ordinances, regulations, rules or guidelines now or hereafter in effect, as the same may be amended from time to time, which govern hazardous substances or relate to the protection of human health, safety or the environment. Hazardous substances shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils or governmental regulated substances or contaminants as defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the environmental laws. Upon expiration or earlier termination of this Lease, Lessee shall cause all hazardous substances introduced at the Airport by Lessee, its personnel, or its agents to be removed from the Airport and transported for use, storage, or disposal in accordance and compliance with all applicable environmental laws.

B. Hazardous or Toxic Materials. Lessee shall not improperly use, store or dispose of on the Parcel or any airport property, any material or substance now or hereafter classified as hazardous or toxic under any federal, state or local law which is now or might become applicable to the Leased Parcel or Lessee possession and use thereof. Notwithstanding, the presence of certain materials, necessary to support Lessee's operations, located within the proper receptacles of any truck or other vehicle, or in other proper containers correctly stored in locations approved by City, shall not be a violation of this Section. As required by law, Lessee shall maintain written procedures for handling and disposing of hazardous or toxic materials.

C. Environmental Assessment and Remediation. At the expiration or termination of this Lease, the City may conduct an Environmental Assessment on the leased Parcel or affected Parcel, conducted in accordance with laws, codes and regulations in effect at that time. The costs of remediation, if any should be required by law, shall be the responsibility of the Lessee,


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

provided that the City can prove that Lessee's use of the property is the cause of the required remediation.

30. INDEMNIFICATION REQUIREMENTS:

A. Indemnification Agreement. The Lessee covenants that it and all of its agents and personnel will use due care and diligence in all of its or their activities and operations at the Airport.

B. General Indemnification. The Lessee agrees to defend, indemnify and hold harmless the City and its officers and employees from and against all suits, actions, claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses, including but not limited to consultants' fees, reasonable fees of attorneys, court costs and litigation expenses, of whatever kind or nature, known or unknown, contingent or otherwise, brought against the City because of any injury, including death at any time resulting from bodily injury, damages for care and loss of services, or damage received or sustained by any person, persons or property arising out of or resulting from any negligence, act, or omission of the Lessee, its agents or its personnel arising out of the operations or the Lessee's performance, purported performance, or non-performance of its Lease or the Lessee's activities at the Airport, including without limitation any claim relating to any obstacle free areas, taxi lanes, taxiways or any other aircraft movement areas.

C. Environmental Harm Indemnification. Without limiting any provisions of its Lease, the Lessee shall defend, indemnify and hold the City and its offices and employees harmless from and against all suits, actions, claims, demands, penalties, fines, liabilities, damages, costs and expenses of whatever kind or nature, known or unknown, contingent or otherwise, brought against the City arising out of or in any way related to: a) any actual or alleged contamination by Hazardous Substances of the Airport by the Lessee, its employees, or its agents; b) the presence, disposal, or release of Hazardous Substances by the Lessee, its employees, or its agent at the Airport that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons, animals or otherwise; c) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to the use of Hazardous Substances by the Lessee at the Airport; d) any violation by Lessee of any Environmental laws.

D. Costs. As used in this Indemnification Agreement, costs shall include but not be limited to: a) all claims of third parties, including government agencies for damages, response costs or other relief; and b) the cost, expense or loss to the City of any injunctive relief, including preliminary or temporary injunctive relief applicable to the City; and c) all expenses of evaluation, testing analysis related to Hazardous Substances including fees of attorneys, engineers, consultants, paralegals and experts; and d) all expenses of reporting the existence of Hazardous Substances to any agency of the State of New Mexico or the United States, as required by applicable Environmental Laws; and e) any and all expenses or obligations including attorneys' and paralegal fees incurred at, before or following any trial or appeal there from, or


(Lessee's Initials)

**Land Lease Area E8-B
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Gregory G. Hock, LESSEE**

any administrative proceeding or appeal there from, whether or not taxable as costs, including without limitation, attorneys' and paralegal fees, witness fees, expert or otherwise, deposition costs, copying and telephone charges and other expenses; and f) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state agency.

E. Limitations. The Lessee shall not in any event be required to indemnify or hold harmless City pursuant to these Indemnification provisions with respect to any bodily injury, death, or injury to or destruction of property which is not caused by or does not arise out of the acts or omissions of the Lessee or its officers, employees, or agents, including environmental harm which results from the presence or discovery of any pre-existing Hazardous Substances at the Airport.

F. Scope of Indemnification. With respect to any claims, actions, suits, damages or judgments caused by or resulting from any negligence, act, or omission of the Lessee, its agents, or personnel, the Lessee shall a) investigate or cause the investigation of accidents involving such injuries; and b) negotiate or cause to be negotiated settlement of all claims made as may be deemed expedient by the Lessee, and defend, or cause to be defended, suits for damages, even if groundless, false or fraudulent, brought on account of such injuries or damages against the City; and c) pay and satisfy judgments finally establishing the liability of the City in all actions defended by the Lessee pursuant to these Indemnification provisions; and d) pay, or cause to be paid: 1) all costs taxed against the City in any legal proceeding defended or caused to be defended by the Lessee as aforesaid; 2) any interest accruing up to the date of payment by the Lessee; 3) all premiums charged upon appeal bonds required in such proceedings; and 4) all expenses incurred by the City for investigation, negotiation, and defense, including but not limited to expert witnesses and attorneys fees incurred, should the Lessee fail to provide the defense and indemnification required herein.

G. Notice. The City shall, promptly upon receipt of a notice of claim, give the Lessee every demand, notice, summons, or other process received in any claim or legal proceeding contemplated therein. In the event the City shall fail to give the Lessee notice of any such demand, notice, summons, or other process received by the City and such failure to give notice results in prejudice to the Lessee in the defense of any action or legal proceeding contemplated herein, such failure or delay shall release the Lessee of its liability pursuant to this paragraph insofar as only the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this paragraph shall be deemed a change or modification in any manner whatsoever of the method or condition of preserving, asserting, or enforcing any claim or legal liability against the City. This paragraph shall not be construed to prohibit the Lessee from seeking contribution or indemnity from any third party that may have caused or contributed to the event for which the Lessee indemnified the City.

H. Period of Indemnification. The Lessee's obligations and liabilities under this Indemnification provision shall survive the expiration or earlier termination of its Lease.


(Lessee's Initials)

**Land Lease Area E8-B
White Sands Regional Airport
Gregory G. Hock, LESSEE**

IN WITNESS WHEREOF, City and Lessee have executed the Lease to be in effect as of the date first written above.

CITY OF ALAMOGORDO, LESSOR

LESSEE

Susie Galea, Mayor

Gregory G. Hock


(Signature)

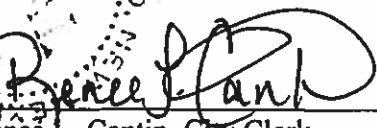
6/12/12
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(Signature)

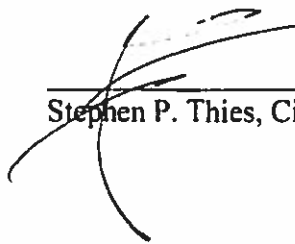
5-23-12
(Date)

525-443-9644 Ghock1@aol.com
(Phone #) (Email)




Renee L. Cantin, City Clerk
(SEAL)

APPROVED AS TO FORM:


Stephen P. Thies, City Attorney


(Lessee's Initials)

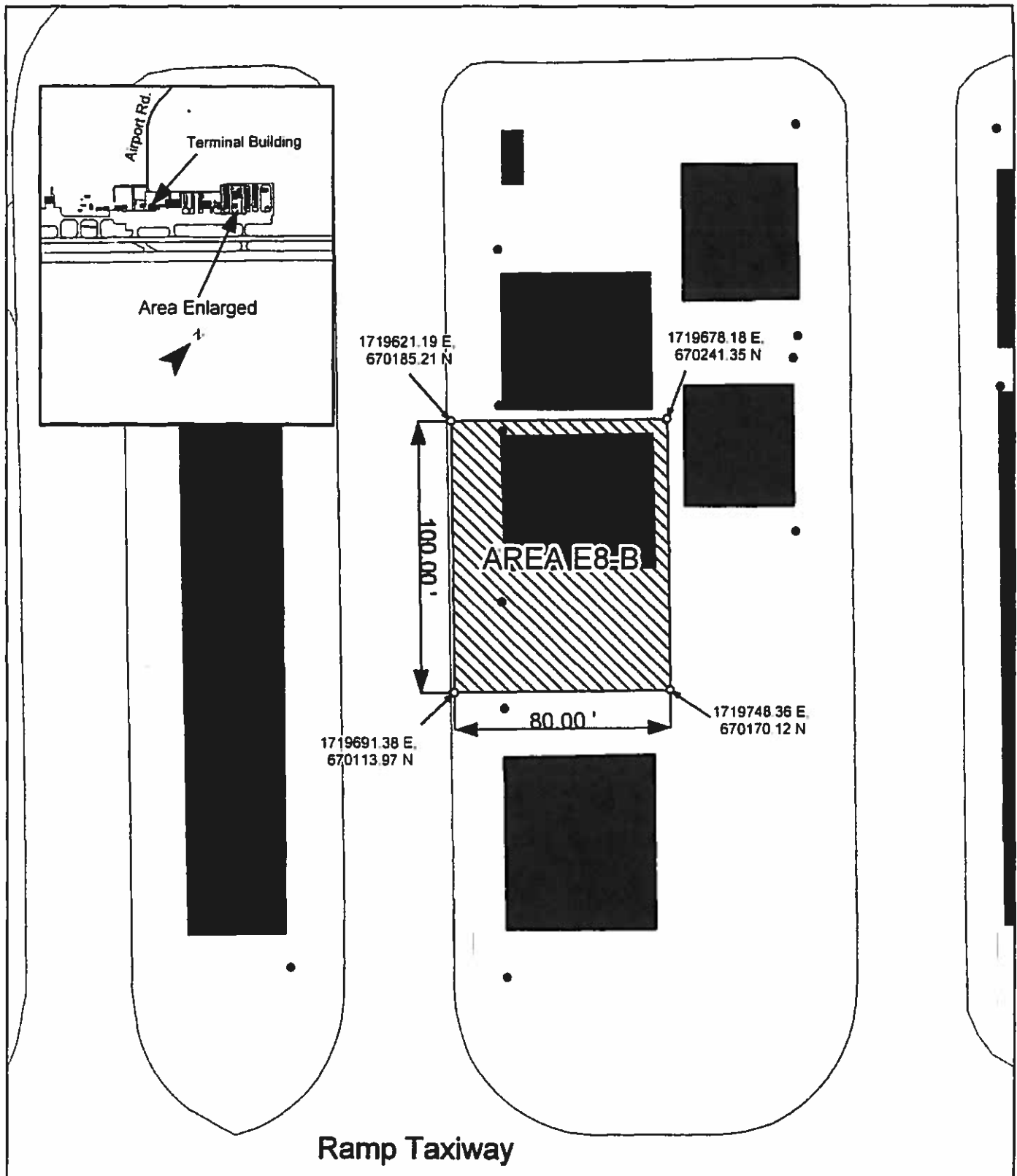
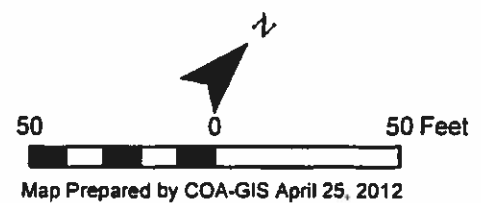


Exhibit A Area E8-B

80' x 100' = 8,000 Square Feet

Coordinates are New Mexico
State Plane, NAD 83, Central
Zone.



September 2, 2006

Mr. Greg Hock
Aero-Machining
P.O. Box 189
High Rolls, New Mexico 88325

Dear Mr. Hock:

I have completed my evaluation of your facility with regard to 40 CFR Part 112—Oil Pollution Prevention. I have determined that this section of the environmental regulations does not apply to your facility.

I personally examined your facility and find that it is exempted from the requirements of Part 112 for the reasons stated below.

40 CFR Part 112.1(d) under General Applicability states “. . . this part does not apply to:

112.1(d)(2)(ii)—[Facilities where] The aggregate aboveground storage capacity of the facility is 1,320 gallons or less of oil. For purposes of this exemption, only containers of oil with a capacity of 55 gallons or greater are counted.

112.1(d)(5)—Any container with a storage capacity of less than 55 gallons of oil.”

During my inspection of your facility and the interview I conducted with you, I determined that your facility does not produce, gather, store, process, refine, transfer, distribute, use or consume oil or oil products in containers equal to or greater than 55

gallons. Nor does your facility produce, gather, store, process, refine, transfer, distribute, use or consume oil or oil products in an aggregate aboveground capacity of greater than 1320 gallons of oil. Therefore, based on this information, I have concluded that 40 CFR Part 112 does not apply to your facility. If you have any questions about this determination please let me know.

Thank you for the opportunity to be of assistance with your environmental needs.

Sincerely,



Courtland Fesmire, P.E.



CHARTIS AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: FIRST PRIORITY BANK
P.O. DRAWER 218
PRYOR, OK 74362

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO:
GREGORY G. HOCK and DAWN E. HOCK
#6 HENRY SUMMIT DRIVE, BOX 189
HIGH ROLLS MNT. PARK, NM 88325, USA

POLICY NO. LA 000213354-09

POLICY PERIOD: From March 12, 2012

to March 12, 2013

INSURANCE COMPANY COMMERCE AND INDUSTRY INSURANCE COMPANY

Coverage only applies as indicated by a specific limit and deductible.

Limits of Liability

- A. Aircraft Liability Single Limit for Bodily Injury and Property Damage Including Passengers, but Passenger Bodily Injury Limited within the Single Limit to \$ 1,000,000. each occurrence
- B. Medical Expense Including crew \$ 100,000. each passenger
- C. Physical Damage to Your Aircraft \$ 5,000. each passenger

Deductibles

ID Number	Year	Make and Model	Agreed Value	Not-in-Motion	Not-in-Flight	Flight
N30870	1970	CESSNA 177	\$ 52,000.	\$ 0.	\$ 0.	\$
N5938Y	1966	PIPER PA 23-250	\$ 60,000.	\$ 0.	\$ 0.	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$

THIS CERTIFICATE HOLDER IS:

provided Breach of Warranty coverage for physical damage to the aircraft shown above and is included as Loss Payee and thirty (30) days written Notice of Cancellation (ten days if for non-payment of premium).

Coverage is subject to Aviation Date Recognition Endorsement Form No. 71223.

The Aviation Managers have made provision to give the certificate holder prompt notice of cancellation of any above. But, the Aviation Managers assume no responsibility for failure to provide such notice. This certificate not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 11465610-11

Date of Issue March 13, 2012

By


(Authorized Representative)

LAD30B (3/00)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/16/2017

Report No: 12.

Submitted By: Jim Talbert

Subject: Consider, and act upon the Airport Improvement FAA Grant. *(Jim Talbert, Airport Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approval of Grant

Background:

When the extension was constructed Mesa Verde used the ground up asphalt millings to build a 20 foot shoulder around the new runway extension. This has controlled weeds and erosion in an exceptional manor. Showing the success of this to the FAA, we asked for a grant to construct a similar shoulder on the rest of the runway. The FAA has agreed to fund the project through this grant. There is sufficient asphalt millings near Taylor Ranch road and HWY 54 S, located 5 miles from the Airport, to complete the project if the City acts fast enough to get the millings before another organization claims them. There will be some negotiations with the NMDOT for the use of these millings. The expense is made up of engineering design, hauling the millings the 5 miles, crushing the millings to assure consistency and then spreading and compressing the millings.



2305 Renard Place SE, Suite 210
Albuquerque, New Mexico 87106
Phone: 505.508.2192
Fax: 505.508.2795
www.armstrongconsultants.com
email: jthiessen@armstrongconsultants.com

Transmittal - Overnight

To:	City of Alamogordo	Date:	August 8, 2017
	Attn: Jim Talbert	Re:	Alamogordo White Sands Airport
	3500 Airport Road	AIP No.	3-35-0001-026-2017
	Box #4	ACI No.	176421
	Alamogordo, NM 88310		

Copies	Date	Description
1	8/8/17	SF 424
1	8/8/17	5100-100
1	8/8/17	Sponsor Certifications
1	8/8/17	Sponsors Budget Analysis

☐ As Requested
☐ For Approval
☒ For Signature

☐ For Review and Comment
☐ Approved as Submitted
☐ Returned for Corrections

☐ For Your Use
☐ For Your Files

• Remarks

Jim,

Enclosed is a copy of the federal grant application package for Alamogordo White Sands Municipal Airport which includes one copy each of the SF424 Forms, 5100-100 Forms, and the Sponsor Certifications. Please have the City Manger sign and date them where indicated and return to the Albuquerque Armstrong office. Also included is a copy of the Sponsors Budget Analysis.

If enclosure is not as listed, please notify us at once.

Thank You,

Signed

Julie Thiessen

SPONSORS BUDGET ANALYSIS

LOCATION: Alamogordo White Sands Regional Airport

AIP PROJECT NUMBER: 3-35-0001-026-2017

RSA Grading Project

ENGINEERING	\$60,260.00
NMGRT (7.500%)	\$4,519.50
CONSTRUCTION	\$413,538.00
NMGRT (8.0%)	\$33,083.04
CONSTRUCTION INSPECTION	\$25,000
NMGRT (8.0%)	\$2,000
ADMINISTRATIVE	\$1,000.00
TOTAL	\$539,220.54

TOTAL PROJECT COSTS: \$539,220.54

FAA share (90%): \$485,298.49

STATE share (5%): \$26,961.02

SPONSOR share (5%): \$26,961.03

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Alamogordo has Land Use Zoning.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project was included on the Airport's CIP and an ODO was submitted.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Not Applicable

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The City will notify users of the project.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not Applicable

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not Applicable

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not Applicable

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number: 20.106	
2. Functional or Other Breakout:	N/A

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way Survey			22,750
4. Architectural engineering basic fees			37,510
5. Other Architectural engineering fees NMGR 7.5000%			4,520
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 64,780
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			64,780
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 64,780
19. Federal Share requested of Line 18			58,302
20. Grantee share			3,239
21. Other shares			3,239
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 64,780

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	\$ 3,239
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 3,239
25. Other Shares	Amount
a. State	3,239
b. Other	
c. TOTAL - Other Shares	\$ 3,239
26. TOTAL NON-FEDERAL FINANCING	\$ 64,780

SECTION E – REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Runway 4/22 - Runway Safety Area Grading and Erosion Control (Design Only)

AIRPORT: Alamogordo White Sands Regional Airport

1. Objective:

The Runway 4/22 shoulders are experiencing erosion due to very soluble soils at the airport. The intent is to plate the shoulders with recycled millings along the shoulders to help prevent the erosion that is occurring. The shoulders will be graded to meet FAA standards with a two inch thick layer of millings 20 feet wide. The millings will be placed and lightly compacted. An edge stripe will be placed at the edge of the runway adjacent to millings placement. Runway lights may need to be adjusted due to the addition of the millings.

2. Benefits Anticipated:

The benefits of this project are to preserve the slopes along the shoulders and prevent erosion. The helicopter and jet operations at the airport result in increased erosion along the shoulders of the runway. Available millings will be placed and compacted. The runway safety area will also be graded to meet all FAA standards.

3. Approach: (See approved Scope of Work in Final Application)

The City of Alamogordo will utilize their Consultant Engineer for developing the plans and specifications for the project. The project will be advertised for competitive bidding and use local, FAA and State Aviation funds.

4. Geographic Location:

The Alamogordo White Sands Regional Airport is located approximately 1 mile to the southwest of the City of Alamogordo.

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

Jim Talbert (Airport Manager)
City of Alamogordo; 1376 E. Ninth Street; Alamogordo, NM 88310
575-439-4324

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

ALM

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Alamogordo, New Mexico

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

85-6000099

*** c. Organizational DUNS:**

0868548250000

d. Address:

*** Street1:**

1376 East Ninth Street

Street2:

*** City:**

Alamogordo

County/Parish:

Otero

*** State:**

NM: New Mexico

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

88310-5855

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Jim

Middle Name:

*** Last Name:**

Talbert

Suffix:

Title:

Airport Manager

Organizational Affiliation:

*** Telephone Number:**

575-439-4110

Fax Number:

575-439-4396

*** Email:**

jtalbert@ci.alamogordo.nm.us

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

DOT - FAA Southwest Region ADO

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

RWY 4/22 - Runway Safety Area Grading and Shoulder Erosion Control (Design Only)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

II

* b. Program/Project

II

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

58,302.00

* b. Applicant

3,239.00

* c. State

3,239.00

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

64,780.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes

☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Margaret

Middle Name:

* Last Name:

Paluch

Suffix:

* Title:

City Manager

* Telephone Number:

575-439-4203

Fax Number:

575-439-4396

* Email:

mpaluch@ci.alamogordo.nm.us

* Signature of Authorized Representative:

* Date Signed:



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Alamogordo

Airport: Alamogordo White Sands Regional Airport

Project Number: 3-35-0001-026-2017

Description of Work: RWY 4/22 - Runway Safety Area Grading and Shoulder Erosion Control (Design Only)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Alamogordo

Name of Sponsor's Authorized Official: Margaret Paluch

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Alamogordo

Airport: Alamogordo White Sands Regional Airport

Project Number: 3-35-0001-026-2017

Description of Work: RWY 4/22 - Runway Safety Area Grading and Shoulder Erosion Control (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Alamogordo White Sands Regional Airport

Address: 3500 Airport Road; Alamogordo, NM 88310

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Alamogordo

Name of Sponsor's Authorized Official: Margaret Paluch

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Alamogordo

Airport: Alamogordo White Sands Regional Airport

Project Number: 3-35-0001-026-2017

Description of Work: RWY 4/22 - Runway Safety Area Grading and Shoulder Erosion Control (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Alamogordo

Name of Sponsor's Authorized Official: Margaret Paluch

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Alamogordo

Airport: Alamogordo White Sands Regional Airport

Project Number: 3-35-0001-026-2017

Description of Work: RWY 4/22 - Runway Safety Area Grading and Shoulder Erosion Control (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Alamogordo

Name of Sponsor's Authorized Official: Margaret Paluch

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: City of Alamogordo

Airport: Alamogordo White Sands Regional Airport

Project Number:

Description of Work: RWY 4/22 - Runway Safety Area Grading and Shoulder Erosion Control (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☒ Yes ☐ No ☐ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

☒ Yes ☐ No ☐ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

☒ Yes ☐ No ☐ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

☐ Yes ☐ No ☒ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

☐ Yes ☐ No ☒ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

☐ Yes ☐ No ☒ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
 - b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Alamogordo

Name of Sponsor's Authorized Official: Margaret Paluch

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Alamogordo

Airport: Alamogordo White Sands Regional Airport

Project Number:

Description of Work: RWY 4/22 - Runway Safety Area Grading and Shoulder Erosion Control (Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: City of Alamogordo

Name of Sponsor's Authorized Official: Margaret Paluch

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

City of Alamogordo, New Mexico

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Margaret Middle Name:

* Last Name: Paluch Suffix:

* Title: City Manager

* SIGNATURE:

* DATE:

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/16/2017

Report No: 13.

Submitted By: Edward Balderrama

Subject: Consider, and act upon, the award of Public Works Bid No. 2017-014 to General Hydronics Utilities LLC, related to Street Maintenance Program FY2016 – Phase II in an amount not to exceed \$342,436.68 including NMGR. (*Edward Balderrama, Project Manager*)

Fiscal Impact: \$342,436.68

Amount Budgeted: \$1,815,229.00

Fund: 081-9303-465.67-70 and 109-9003-430.65-02 (EN1608)

Additional Fiscal Impact:

Recommendation: Approve the award.

Background: The work will consist of installing 6-inch water line, valves, water connections, new water services and fire hydrants, remove and replace concrete sidewalk, driveway aprons and curb/gutter, asphalt milling, asphalt paving, asphalt paving patch work and traffic control and appurtenances, as specified and/or shown on the construction documents, complete, in place, all within the city limits of Alamogordo, New Mexico. This is the last phase of improvements in the area from 23rd Street to 26th Street and Pecan Drive to Cornell Drive.

The city received One (1) bid on August 15, 2017. Please see attached Bid Tab.

Street Maintenance Program FY2016 - Phase II Public Works Bid No. 2017-014 EN1608 Bid Opening Date: August 15, 2017 at 2:00 p.m. (MST)								License No MM-98, GA-02, GA-03, GF-09, GA-01, GA-04, GF-04, GB98	
	BASE BID ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		General Hydronics Utilities, LLC		
					UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	
GA-1 or GA-98	414120	8,300	SY	2-inch thick HMA cold milling	\$ 2.25	\$ 18,675.00	\$ 2.30	\$ 19,090.00	
GA-1 or GA-98	423270	8,300	SY	HMA SP-IV 2-inches thick	\$ 15.25	\$ 126,575.00	\$ 12.87	\$ 106,821.00	
GA-1, GA-3 or GA-98	608104	120	SY	4-inch thick concrete	\$ 65.00	\$ 7,800.00	\$ 57.75	\$ 6,930.00	
GA-1, GA-3 or GA-98	608106	50	SY	6-inch thick concrete with reinforcement	\$ 84.00	\$ 4,200.00	\$ 69.00	\$ 3,450.00	
GA-1, GA-3 or GA-98	609424	100	LF	Type II curb/gutter	\$ 41.25	\$ 4,125.00	\$ 37.80	\$ 3,780.00	
	618000	1	LS	Furnish and provide MUTCD plan	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	
	621000	1	LS	Mobilization	10%	\$ 38,220.00	\$ 4,200.00	\$ 4,200.00	
GF-9 or GF-98	663100	5	EA	New fire hydrant	\$ 5,875.00	\$ 29,375.00	\$ 5,000.00	\$ 25,000.00	
GF-9 or GF-98	663101	1	EA	Remove and dispose of fire hydrant,	\$ 1,025.00	\$ 1,025.00	\$ 400.00	\$ 400.00	
GF-9 or GF-98	663710	2,000	LF	6-inch PVC Waterline;	\$ 42.10	\$ 84,200.00	\$ 37.00	\$ 74,000.00	
GF-9 or GF-98	663606	47	EA	3/4-inch service line replacement (connect to existing residence service line and reinstall existing water meter);	\$ 1,750.00	\$ 82,250.00	\$ 1,300.00	\$ 61,100.00	
GF-9 or GF-98	663772	3	EA	Lateral water line connection	\$ 2,250.00	\$ 6,750.00	\$ 1,000.00	\$ 3,000.00	
GF-9 or GF-98	663855	10	EA	Adjust valve box and collar	\$ 500.00	\$ 5,000.00	\$ 200.00	\$ 2,000.00	
GF-9 or GF-98	663856	1	EA	Remove and dispose of existing valve boxes, concrete collars	\$ 1,950.00	\$ 1,950.00	\$ 200.00	\$ 200.00	
GF-9 or GF-98	663896	3	EA	6-inch Mainline Gate Valves	\$ 925.00	\$ 2,775.00	\$ 1,300.00	\$ 3,900.00	
	801000	1	LS	Construction staking and surveying	\$ 2,500.00	\$ 2,500.00	\$ 200.00	\$ 200.00	
				SUB-TOTAL		\$ 420,420.00		\$ 317,071.00	
				NMGRT (8.00%)		\$ 33,633.60		\$ 25,365.68	
				BASE BID TOTAL		\$ 454,053.60		\$ 342,436.68	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/18/2017

Report No: 14.

Submitted By:

Subject: Consider and act upon the Family Fun Center operating proposal for management. (*Maggie Paluch, City Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/17/2017

Report No: 15.

Submitted By: Darron Williams

Subject: Consider and act upon first publication of Ordinance 1542, an ordinance adding new sections to Chapter 3 establish a moratorium on new, off-premise billboard advertising within City limits. (*Darron Williams, City Planner*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance number 1542 for first publication.

Background: The Alamogordo City Commission recognizes the propagation of off-premise advertising on elevated signs, identified as billboards, has become an eye-sore and significantly detracts from the City's goal of enhanced aesthetics and improved image, especially along primary corridors like White Sands Boulevard.

ORDINANCE NO. 1542

AN ORDINANCE ADDING NEW SECTIONS TO CHAPTER 3 ESTABLISHING A MORATORIUM ON NEW, OFF-PREMISE BILLBOARD ADVERTISING WITHIN CITY LIMITS

WHEREAS, the Alamogordo City Commission recognizes the propagation of off-premise advertising on elevated signs, identified as billboards, has become an eye-sore and significantly detracts from the City's goal of enhanced aesthetics and improved image, especially along primary corridors like White Sands Boulevard; and,

WHEREAS, the City Commission recognizes the City's need to be proactive in establishing the first step towards a comprehensive sign ordinance and enrich our community's visual image; and,

WHEREAS, the City Commission finds it necessary to establish a moratorium on the placement of any new, off-premise advertising billboards to interrupt uncontrolled cluttering of city thoroughfares.

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo that new sections be added to Chapter 3-01 of the *Alamogordo Code of Ordinances* to read as follows:

03-01-080. Definitions

- a) Billboard means a permanent structure sign which meets any one or more of the following criteria:
- a. it is used for the display of off-premise commercial messages; or
 - b. it is used for general advertising for hire; or
 - c. it functions economically and operationally independent from the principal use of the land on which it is located.

The term "billboard" applies to all physical parts of the sign, including display faces, structure, support poles, attached ladders, attached catwalks, and appurtenant lighting systems, and visual display systems. Billboards are anything that exceeds 300 square feet total sign area and is mounted taller than 15 feet above ground.

- b) Off-premise sign means a sign displaying a commercial message that pertains to a business, person, organization, activity, event, place, service or product not principally located, or primarily manufactured, or sold on the premises on which the sign is located. The on-premise/off-premise distinction applies only to commercial messages.

03-01-085. Billboards.

- (a) It shall be unlawful for any person or business to erect or place any billboard within city limits.
- (b) For those off-premise advertising billboards currently in place, with a lease, or billboards not yet placed but have an active lease signed before the date of implementation of this

ordinance, billboard lease shall have five (5) years to terminate lease and remove billboard.

- (c) Appeals will be heard by the City Commission with recommendation of action by the Planning and Zoning Commission to obtain a twelve (12) month extension up to, but not exceeding a maximum of ten (10) years in total.

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

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/22/2017

Report Date: 08/15/2017

Report No: 16.

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 Advisory Council and White Sands Beautification Board.

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.

Alamogordo Promotion Board. One (1) vacancy- tourism related. Staff Liaison - Jan Wafful (*Opening due to Kathleen Beall's resignation*) No nominations received.

Community Development Advisory Committee. Six (6) vacancies. Staff Liaison - Cynde Sagenkahn (*Opening due to the expired 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 (3) vacancy. Staff Liaison – Britney Courtier
(*Openings due to the resignation of Dawn Lewis*) No nominations received.

Senior Volunteer Programs Advisory Council. Three (3) vacancies. Staff Liaison - Julie Baker (*Openings due to the resignations of Jennifer Euler, Laura L Blackmon, and William Whitley*) Susan Hopkins - if appointed, this will be her first term.

White Sands Beautification Board. Four (4) vacancies. Staff Liaison - Darron Williams
The following individuals are interested in being appointed to the board:
Martha Trujillo - if appointed, this will be her first term.
David Gonzalez - if appointed, this will be his first term.
Camdon Wilde - if appointed, this will be his first term.

**SENIOR VOLUNTEER
PROGRAMS ADVISORY
COUNCIL**



RECEIVED
AUG 03 2017
CITY CLERK

CITY OF ALAMOGORDO
APPLICATION FOR
SENIOR ADVISORY COUNCIL

Name: Susan Hopkins Birth Date: 12/28/55

Home Phone: 575-214-2112 Cellular or Work Phone: 575-202-2138

Home Address: 15 Turri Ave, Alamogordo, N.M. 88310

Do you live within City limits? in the county

Present Employer: Retired Job Title: _____

Board/committee you wish to serve on is: Senior Advisory Council for the Senior Volunteer Programs. Are you currently serving on any other City of Alamogordo boards? No

Are you related to anyone who is presently employed by the City of Alamogordo? No

If yes, their name and relationship to you: _____

Are you related to any Elected Official of the City of Alamogordo? No

If yes, their name and relationship to you: _____

Experience and education relating to the Board /Committee: A.A. in Business Mgmt, Ran Quality Councils for Boeing aircraft programs, worked with FAA on Quality issues, B.S Aviation Technology, G.A Auditor for Compliance to Boeing standards

Please indicate your interest in serving on a City Board/Committee: To get more involved with the city of Alamogordo & help with activities associated with senior citizens

AF Veteran stationed @ Holloman 75-79

Please return or mail to: City Clerk
City of Alamogordo
1376 E. Ninth Street
Alamogordo, New Mexico 88310

**WHITE SANDS
BEAUTIFICATION BOARD**

RECEIVED

AUG 09 2017

CITY CLERK

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

Name: Martina Trevino
Home Phone: 775-430-4869 Work Phone: 575-437-7373
Cell Phone: 575-430-4869 Fax No: 575-437-1301
e-mail address: princeton_0409@yahoo.com
Physical Address: 2409 Princeton Ave.
Is the above address within City limits? Yes X No _____
Mailing Address: 2409 Princeton Ave.
Present Employer: Quality Paint & Body Corp. Job Title: Body Painter
W.B. Rando Towing Corp. Body Painter
Board/Committee you wish to serve on:
First choice: White Sands Beautification Initiative
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: Business manager
for 10 years for the past 10 years.

Please indicate your interest in serving on a City Board/ Committee: be seated.
Deke to serve on the White Sands Beautification
Initiative.

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (505)439-4205
FAX: (505)439-4396

AUG 14 2017

RECEIVED

AUG 15 2017

CITY CLERK

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

Name: David A. Gonzalez
Home Phone: 575-442-1245 Work Phone: 575-415-5006
Cell Phone: SAA Fax No: _____
e-mail address: mdedave@gmail.com
Physical Address: 3851 Basswood
Is the above address within City limits? Yes X No _____
Mailing Address: SAA
Present Employer: TBTE / TCE Job Title: Sales Engineer

Board/Committee you wish to serve on:

First choice: Whitesands Beautification
Second choice: NA

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

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

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

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

Experience and education relating to the Board/Committee: Various

Please indicate your interest in serving on a City Board/ Committee: I am
going to serve as chair of this Committee until
another option is found

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (505)439-4205
FAX: (505)439-4396

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AUG 15 2017

CITY CLERK

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

Name: Camdon Wilde

Home Phone: None

Work Phone: 575-446-3612

Cell Phone: 575-520-9724

Fax No: _____

e-mail address: director@alamogordomainstreet.org

Physical Address: 407 Utah Ave, Alamogordo, NM 88310

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

Mailing Address: 407 Utah Ave, Alamogordo, NM 88310

Present Employer: Alamogordo MainStreet Job Title: Executive Director

Board/Committee you wish to serve on:

First choice: White Sands Beautification

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: Education: Bachelors degree in Graphic Design/Masters degree in Media Design; Served as Executive Director of Alamogordo MainStreet for one year; duties include Economic Development and Design/Beautification initiatives as they apply to the Alamogordo historic downtown district.

Please indicate your interest in serving on a City Board/ Committee: The White Sands Beautification initiative falls directly into the same scope and mission as Alamogordo MainStreet as well as personal aspirations to help with Alamogordo's beautification efforts in any way I can.

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (505)439-4205
FAX: (505)439-4396