Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

September 26, 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 a the north entrance of the City Hall, distributed to the appropriate news media, and posted on the City website: http://ci.alamogordo.nm.us within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Alamogordo website: http://ci.alamogordo.nm.us

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Canyon Light Counseling will give a presentation on the severe drug overdose problem there is in New Mexico. *(John Baldonado, Owner of Canyon Light)*

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.

2. Approve the minutes for the September 12, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*

3. Approve the statements related to the Executive Session held on September 12, 2017. *(Rachel Hughs, City Clerk)*

4. Approve Resolution No. 2017-26 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 September 26, 2017. *(Kathy Gilsdorf, Budget Analyst)* **(Roll Call Vote required)**

5. Approve the agreement with Otero County for Alamogordo Public Library Services to County residents. *(Sharon Rowe, Library Manager)*

6. Approve the agreements with Otero County for Alamo Senior Center services to County residents. *(Veronica Ortega, Community Services Director)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

7. Consider, and act upon, Ordinance 1545 for first publication to authorize the issuance and sale of the City of Alamogordo, NM, General Obligation refunding bonds, Series 2017, in the aggregate principal amount of $5,175,000 for the purpose of defraying the cost of refunding, paying, discharging and liquidating the City of Alamogordo, NM General Obligation Bonds, Series 2009, etc. *(Chris Muirhead, Modrall Sperling Attorney)* **(Roll Call Vote Required)**

8. Consider, and act upon, the award of Public Works Bid No. 2017-012 to White Sands Construction, related to the Family Recreation Center Locker Room Renovations project, in an amount not to exceed $358,452.00, including NMGRT. *(Nancy Beshaler, Project Manager)*

9. Consider, and act upon, award of Public Works Bid No. 2017-009 to Smithco Construction, Inc., related to the Bonito Lake Restoration project, in an amount not to exceed $8,648,362.50, including NMGRT. *(Bob Johnson, Engineering Manager)*

10. Consider, and act upon, a request from the Flickenger Center for installation of an additional Handicap Reserved Parking spot and sign in front of their property at 1110 New York Ave. *(Darron Williams, City Planner)*

11. Consider, and act upon, sale of city property located in Lot 17, Block 84, Town of Alamogordo, to Mr. William C. Arnold for. $1,500. *(Petria Schreiber, City Attorney)*

12. Consider, and act upon, the lease agreement in between the Otero Hunger Coalition and the Housing Authority of the City of Alamogordo in reference to the building at 1614 Abuelito Drive. *(Evelyn Huff, Housing Authority Manager)*

13. Consider, and act upon, Resolution 2017-30 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority for MRA Plan. (*Darron Williams,City Planner)* **(Roll Call Vote Required)**

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

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/15/2017 **Report No:** 1.

Submitted By: Nadia Sikes

Subject: Canyon Light Counseling will give a presentation on the severe drug overdose problem there is in New Mexico. *(John Baldonado, Owner of Canyon Light)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: Mr. Baldonado, owner of Canyon Light will present an update on the situation, education, and current status of the severe drug overdose problem there is in New Mexico. A committee was established, a grant awarded, and measures are underway to educate and migrate the problem.

RECEIVED
SEP 15 2017
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 9/14/2017

Date of Meeting: September 26, 2017

Name: John Baldonado

Address: 1301 Cuba Ave
Alamogordo **ZIP** 88310

Phone Number: 575 437-2453

E-Mail Address: Autumnb@gmail.com / canyonlight.office@gmail.com

Item requested will be for: (Please check one)

[✓] Information only   [ ] Action Item   [ ] Discussion/Action

[ ] Public Hearing   [ ] Report   [ ] Other: ________

Brief description of topic to be discussed:
Please attach one original of any documents pertaining to the topic -
We do not allow handouts at the meeting *

(1) New Mexico has a severe prescription drug overdose problem; (2) a committee was established, a grant awarded and measures are underway to educate and mitigate the problem. (3) John Baldonado, LADAC, Canyon Light Counseling, will present an update on the situation, the education, current status;

Signature: [signature]

Please return to: Rachel Hughs, City Clerk
City of Alamogordo
1376 E. 9th Street
Alamogordo, NM 88310

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

* John Baldonado will provide all documents, all information and his powerpoint presentation to Rachel Hughes electronically prior to the meeting date.

Overdose Prevention Talking Points

- **What can you tell us about the drug overdose death rate in New Mexico?**
  - NM has the second highest drug overdose death rate (24.8) in the United States. 3 out of 4 drug overdose deaths in NM involved prescription opioids or heroin. In 2015, there were 493 total drug overdose deaths in NM.
- **How would someone be able to recognize if a person is overdosing?**
  - Signs and symptoms of an overdose would include:
    - Slow or no breathing
    - Gurgling
    - Gasping
    - Snoring
    - Clammy, cool skin
    - Blue lips and/or nails
- **What are the consequences of becoming addicted to opioids?**
  - Opioids are highly addictive medications. In addition to overdose death, other serious consequences of overdose include permanent brain damage and other organ damage due to a reduced amount of oxygen in the bloodstream.
- **What is naloxone?**
  - Naloxone, commonly known as Narcan, is an opioid antagonist that has shown to be very effective in reversing an opioid or heroin drug overdose.
- **Where can a person get naloxone?**
  - A new state law allows for all pharmacies to dispense naloxone. Even though we encourage patients to talk to their doctors about naloxone, a prescription is no longer necessary to get naloxone.
- **What should a patient ask their doctor about naloxone?**
  - Patients should discuss prescriptions for naloxone if they receive opioid prescriptions.
- **What role does a pharmacist play in providing naloxone to patients?**
  - Pharmacists can continue to educate and dispense naloxone to anyone who is at risk, or those who associate with people at risk of opioid or heroin overdose.
- **Will someone who is overdosing need additional medical attention after they are given naloxone?**
  - When using naloxone, multiple doses may be necessary to successfully reverse an overdose, however it is extremely important to call 911 and receive proper medical attention because the naloxone can wear off and the person can still overdose and die.
- **Is it true that law enforcement officers are now carrying naloxone?**
  - Some law enforcement agencies are now carrying and have been trained to administer naloxone. Check with your local law enforcement agency and strongly encourage them to carry naloxone if they are not.
- **What are the legal consequences for drug possession if someone has to call 911 for an emergency overdose?**
  - New Mexico has a Good Samaritan Law that provides immunity from drug possession charges for a person who seeks aid during an overdose and for the person experiencing an overdose.
- **What can you tell us about purchasing opioids from sources other than your local pharmacy?**

- Persons should only use opioids as prescribed to them by their health care provider, as opioids from other sources have unknown ingredients, potency, and their use can increase the risk of overdose and death.

- **What other options are available for treating pain?**
  - Talk to your provider about possibly tapering down or switching opioids to other pain medication including:
    - Ibuprofen
    - Anticonvulsants like gabapentin and pregabalin
    - Tricyclic anticonvulsants
    - Topical anti-inflammatory medications
    - Other treatments: massage, acupuncture, exercise, nutrition, and counseling have also been shown to help reduce chronic pain.
- **What are reasonable expectations to have when taking "pain killers?"**
  - The term "pain killer" can be very misleading. Patients are encouraged to talk to their doctors about realistic goals for reduction in pain. A zero on a pain scale from 0-10 is an unrealistic expectation for treating chronic pain.
- **What can people do to make sure their medications are safe at home?**
  - Monitor the amount of medication by keeping track of the number of tablets
  - Secure medications using drug lockboxes or storing in places that other people cannot access
  - Properly dispose of unused or expired medications using:
    - Drug take back days
    - Disposal boxes police stations and pharmacies
- **What can be done if a friend or relative is having pain?**
  - Advise people with prescriptions (especially parents) that prescription drugs can be very dangerous and not to share drugs with their kids or anyone else. If someone they know is experiencing pain symptoms have them call their provider to discuss proper pain management strategies.
- **What are some ways that people can get help with an opioid use disorder?**
  - Other ways to address opioid use disorder includes: Medication Assisted Treatment (MAT), detox, inpatient, outpatient, and intensive outpatient programs.
- **What is a Prescription Monitoring Program (PMP) and how can it be useful for our community?**
  - The PMP can be used by medical care providers and pharmacists to check a history of a person's controlled substance use, including opioids, and will help prevent overprescribing, and doctor/pharmacy shopping.
  - On January 1st, 2017, all providers who prescribe opioids must check the Prescription Monitoring Program for a patient when prescribing opioids for more than a 4 day supply.

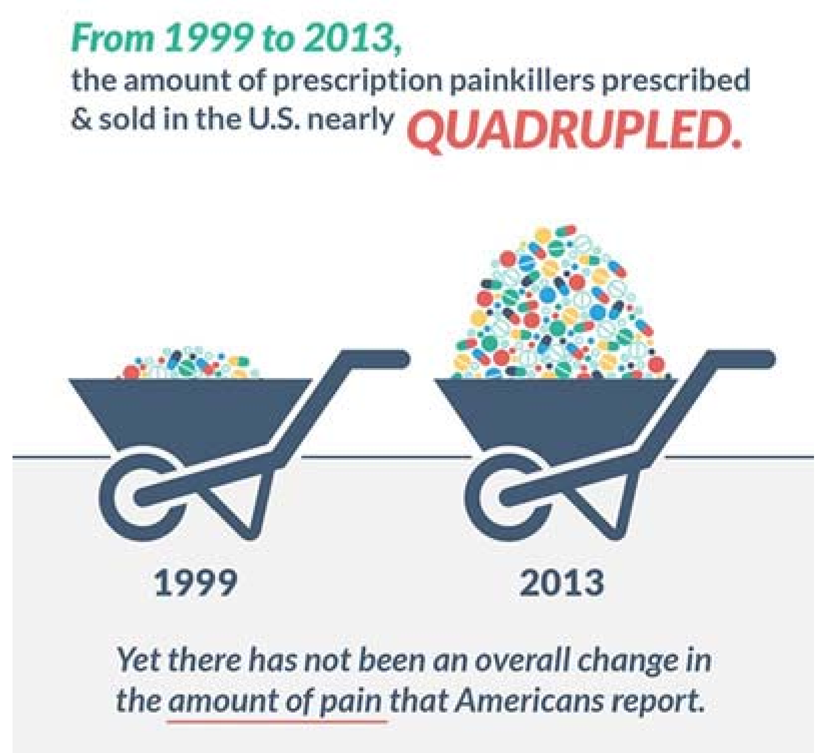
Prescription Opioid Usage and Drug Overdose Trends in New Mexico and Otero County

October 2016

NEW MEXICO DEPARTMENT OF HEALTH

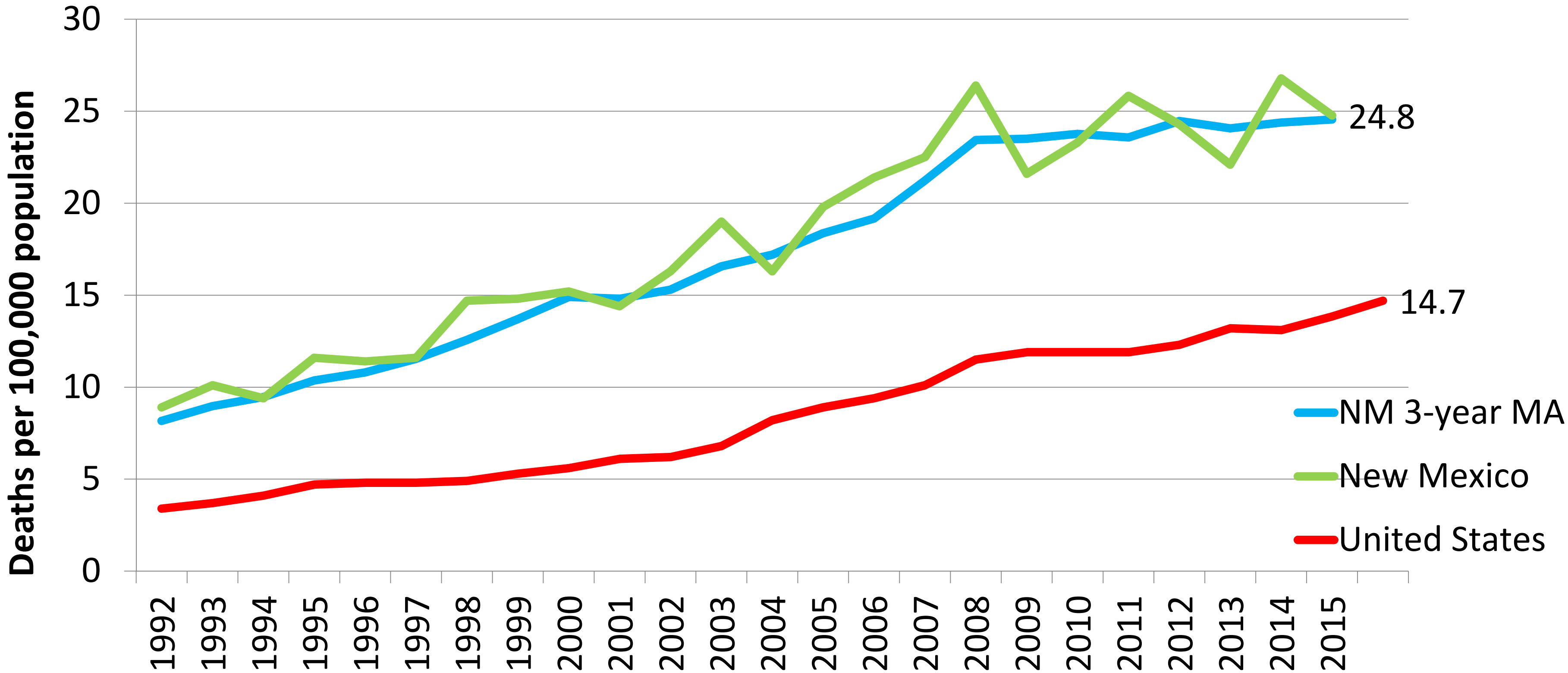
The Prescription Drug Overdose Epidemic in the United States

- Deaths from prescription painkillers have quadrupled since 1999 in the United States
- Prescription opioids are the leading cause of overdose death
- Heroin use has increased among men and women, most age groups, and all income levels
- The strongest risk factor for heroin use is prescription opioid dependence
- In 2014, New Mexico had the 2rd highest drug overdose death rate



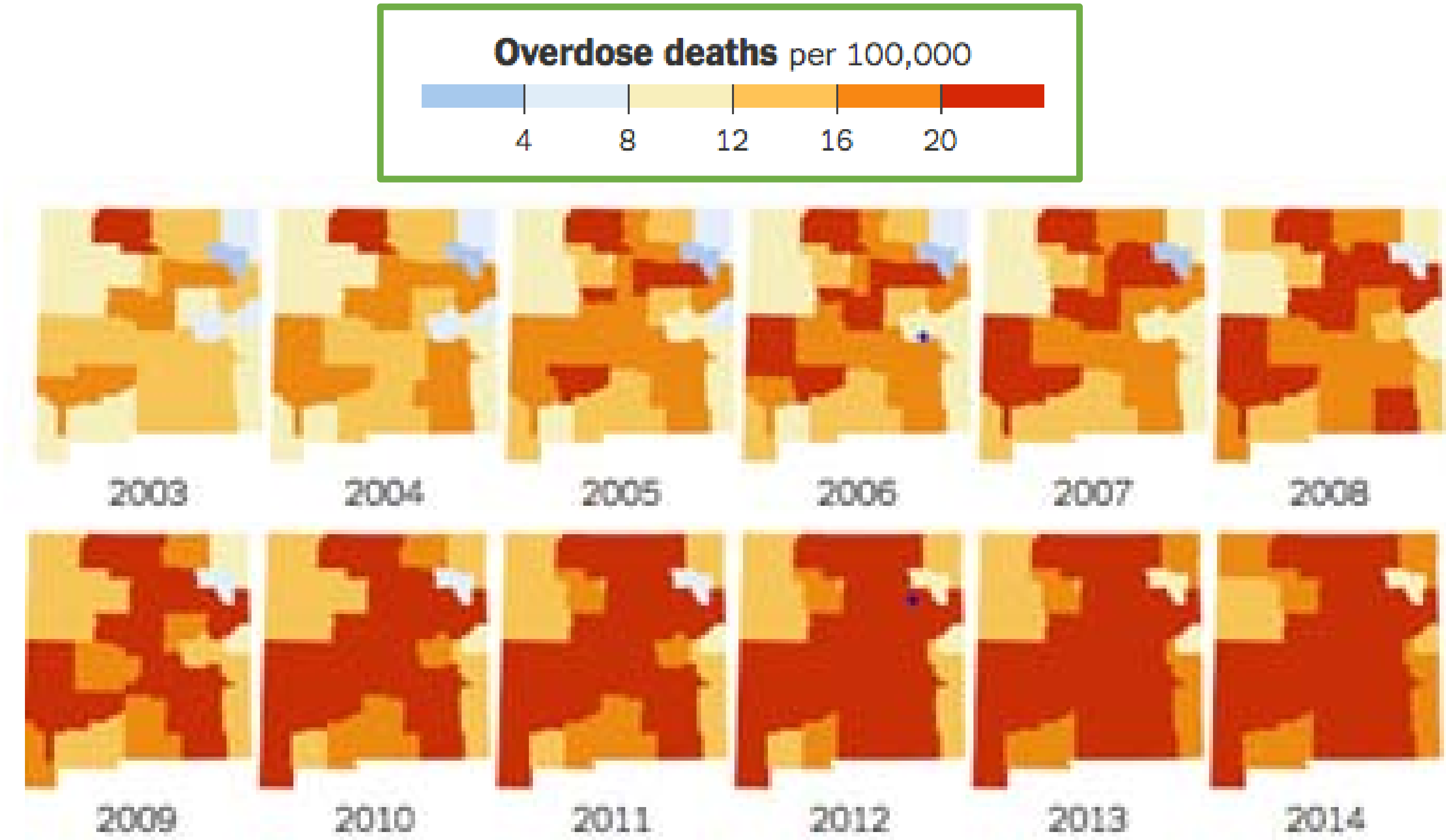
www.cdc.gov/drugoverdose

Drug Overdose Death *Rates
New Mexico and the US, 1992-2015/2014



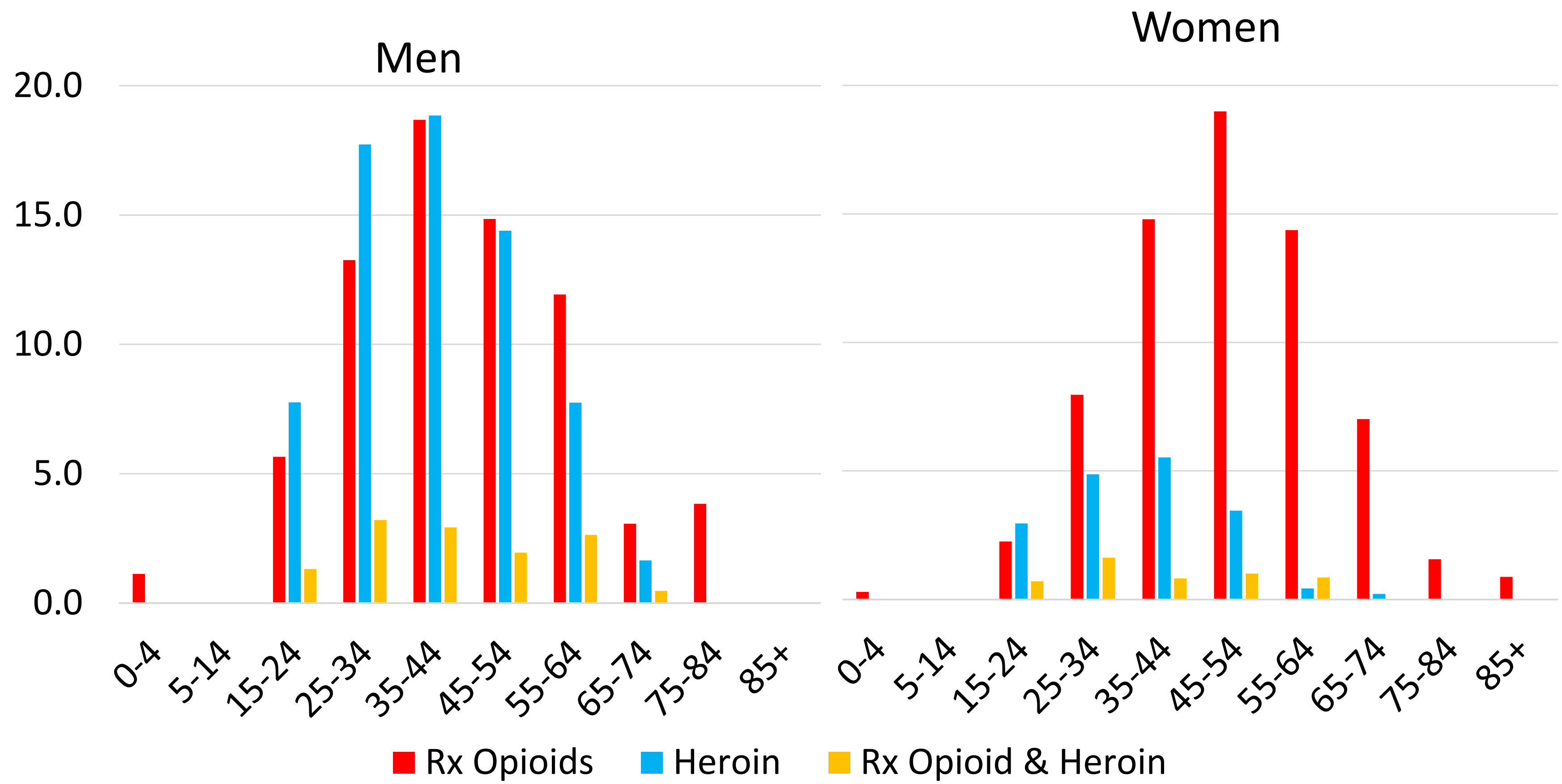
*Rates are per 100,000 and age adjusted to the US 2000 standard population
Source: United States (CDC Wonder); New Mexico (NMDOH)

New Mexico Overdose Deaths, 2003-2014



Source: New York Times: *How the Epidemic of Drug Overdose Deaths Ripples Across America.* January 19, 2016

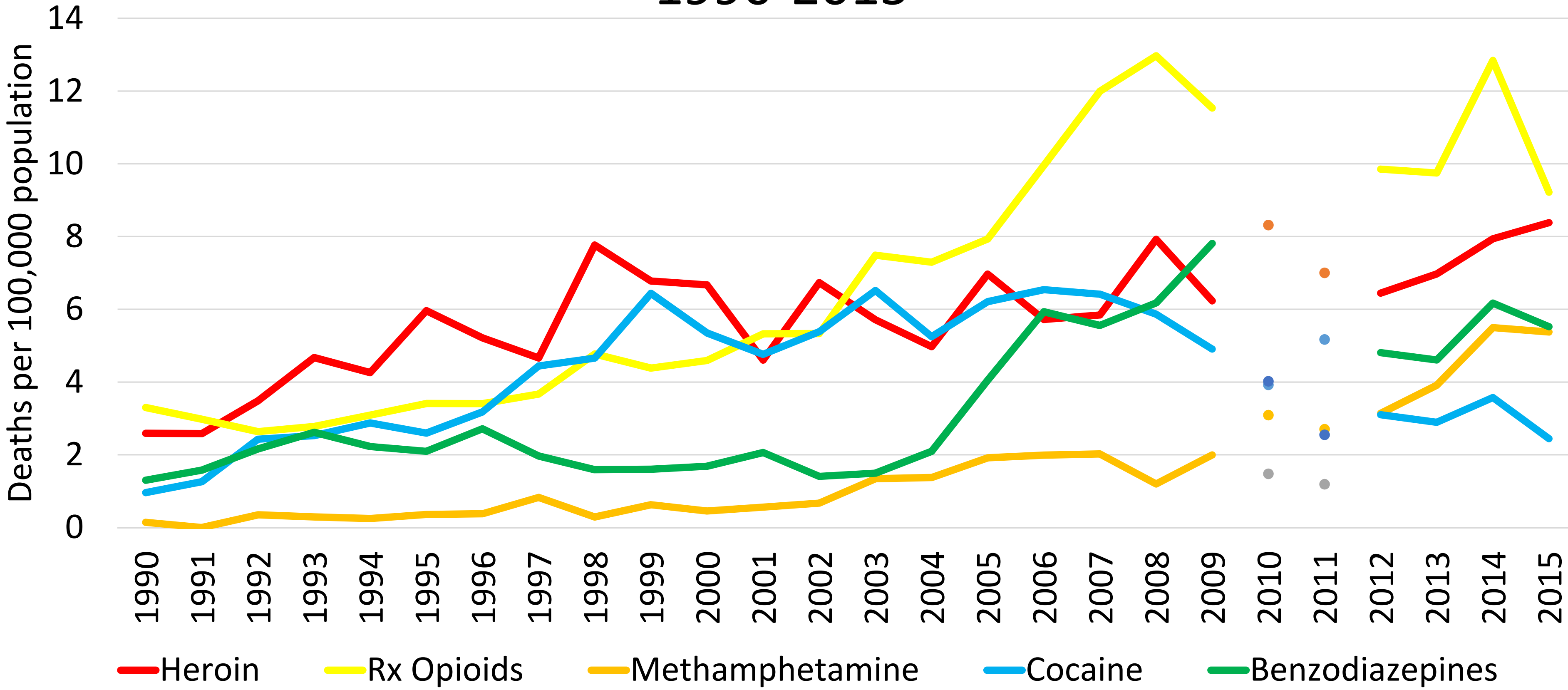
Drug Overdose Death *Rates by Age, Gender, and Drug Type, NM, 2011-2015



*Rates are per 100,000 and age adjusted to the US 2000 standard population

Source: UNM OMI/UNM GPS

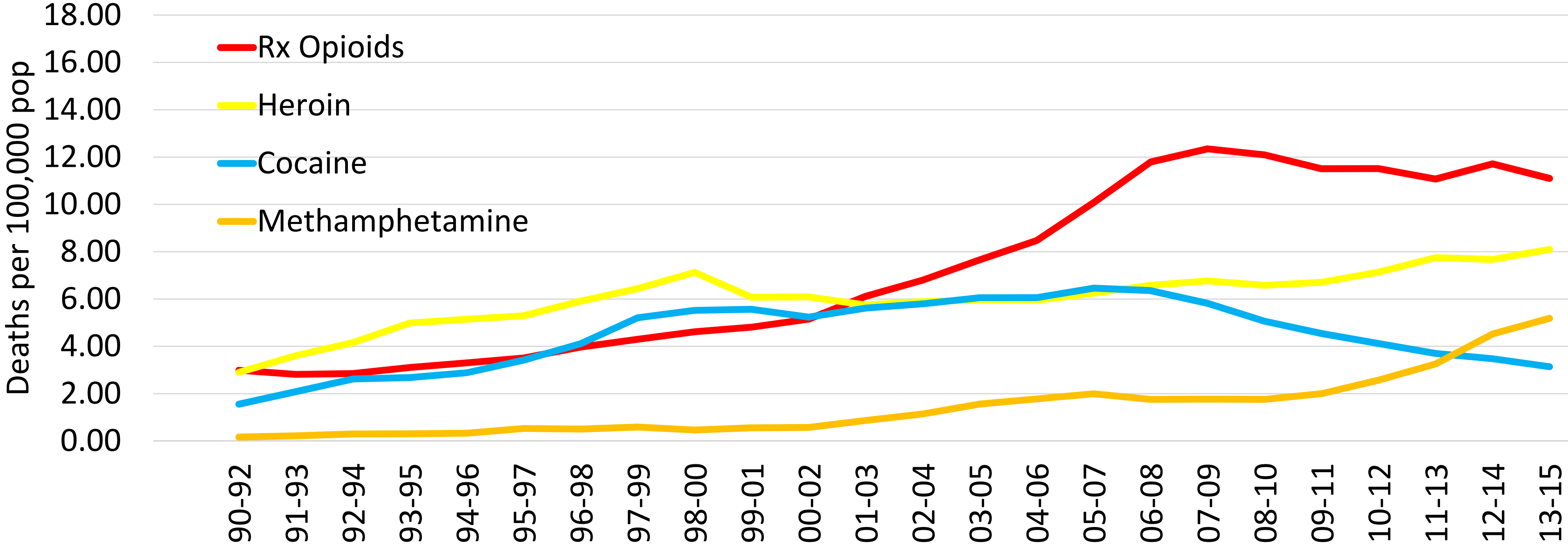
Drug Overdose Death *Rates for Selected Drugs, NM 1990-2015



Drug categories are not mutually exclusive, Source: Office of the Medical Investigator, UNM/GPS population estimates

*Rates are per 100,000 and age adjusted to the US 2000 standard population

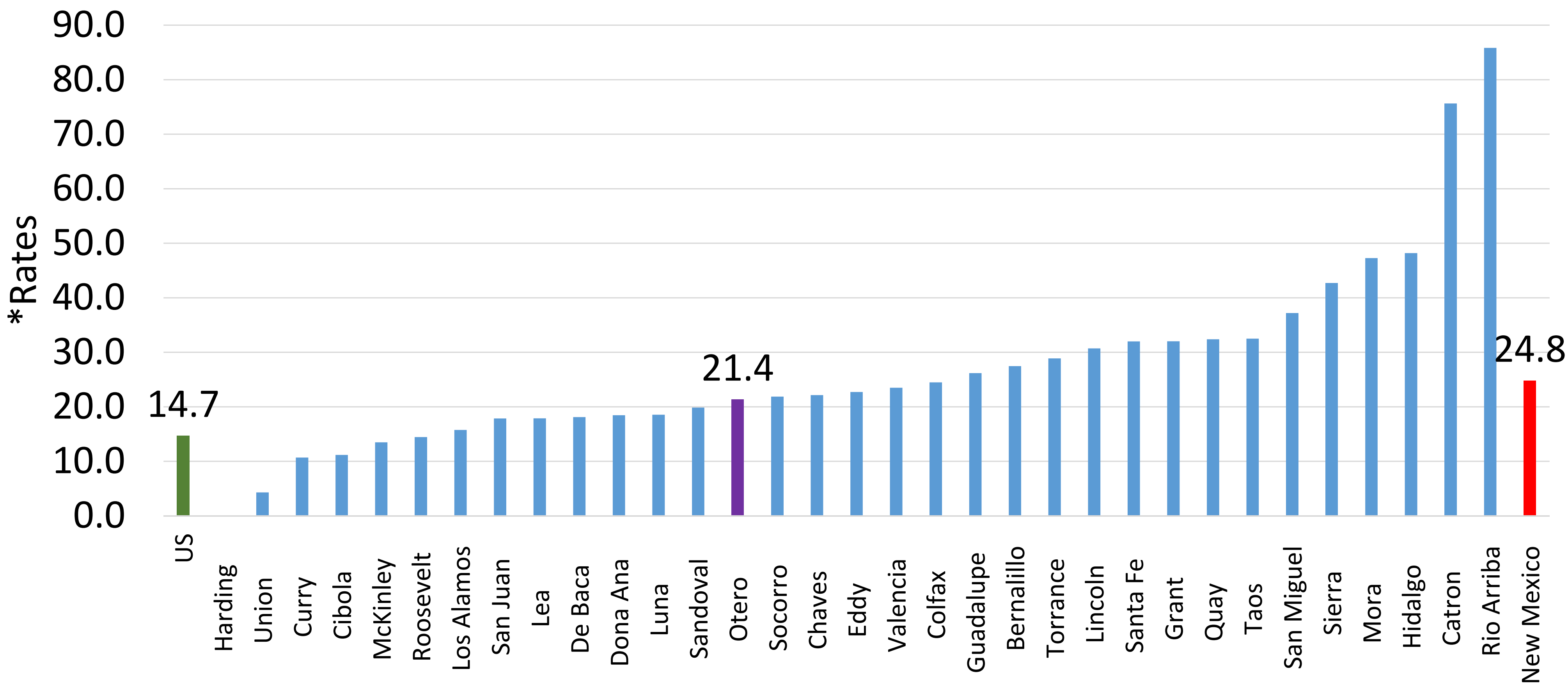
Overdose Death *Rates for Selected Drugs, 3-Year Moving Average, New Mexico, 1990-2015



*Rates are per 100,000 and age adjusted to the US 2000 standard population, and adjusted for non-specific reporting prior to applying moving average. Categories are not mutually exclusive

Source: Office of the Medical Investigator; UNM/GPS population

Total Drug Overdose Death *Rates by county, 2011-2015, compared to NM and the US



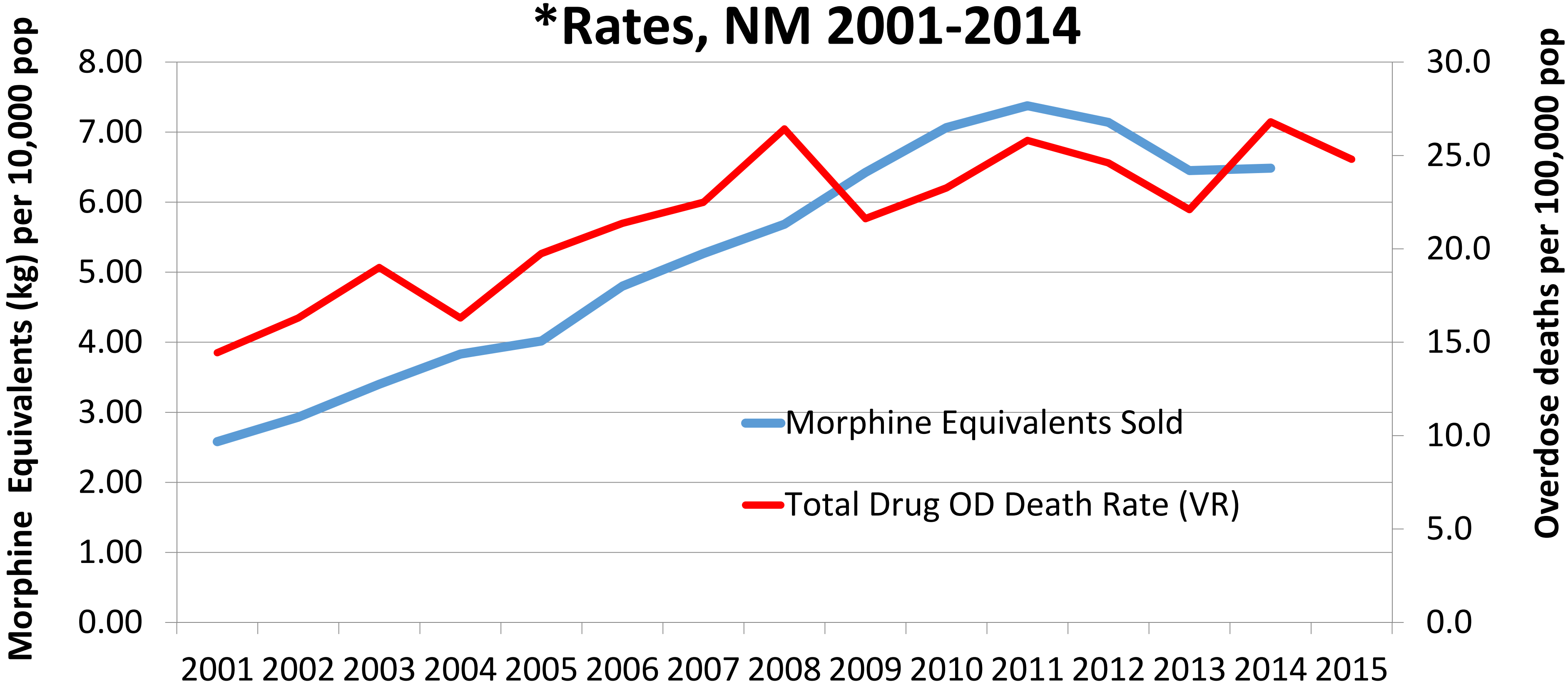
*Rates are per 100,000 and age adjusted to the US 2000 standard population

Otero County

Year	Total number of deaths	Total population size	Age-adjusted *rate per 100,000
2011	13	64,509	19.6
2012	14	64,759	23.2
2013	10	65,538	15.8
2014	16	66,240	24.6
2015	14	64,656	22.1
Overall/Average	67	65,141	21.4

* Rates are per 100,000 and age-adjusted to the US 2000 standard population

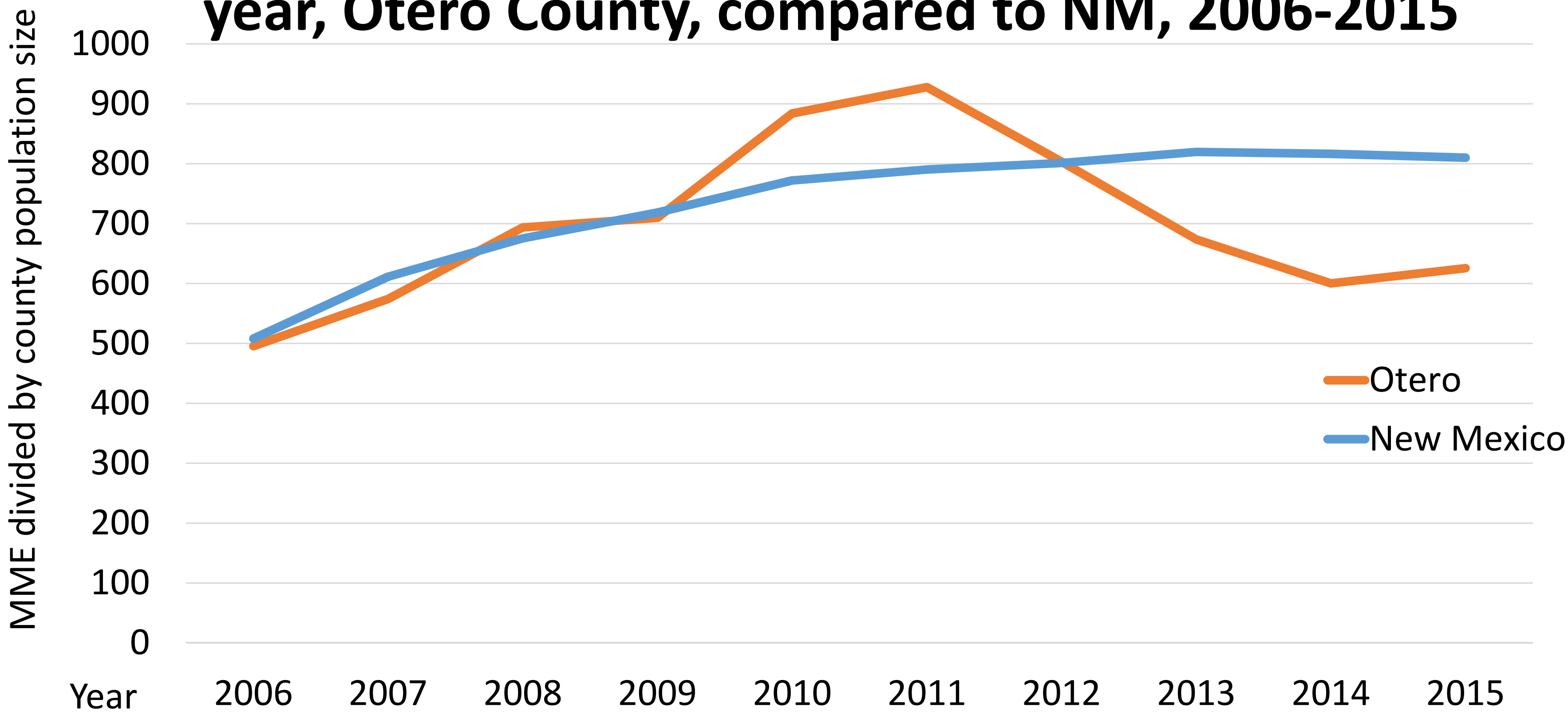
Total Morphine Milligram Equivalents (MME) of Opioids Sold, per 10,000 population, and Total Overdose Death *Rates, NM 2001-2014



*Rates are per 100,000 and age adjusted to the US 2000 standard population

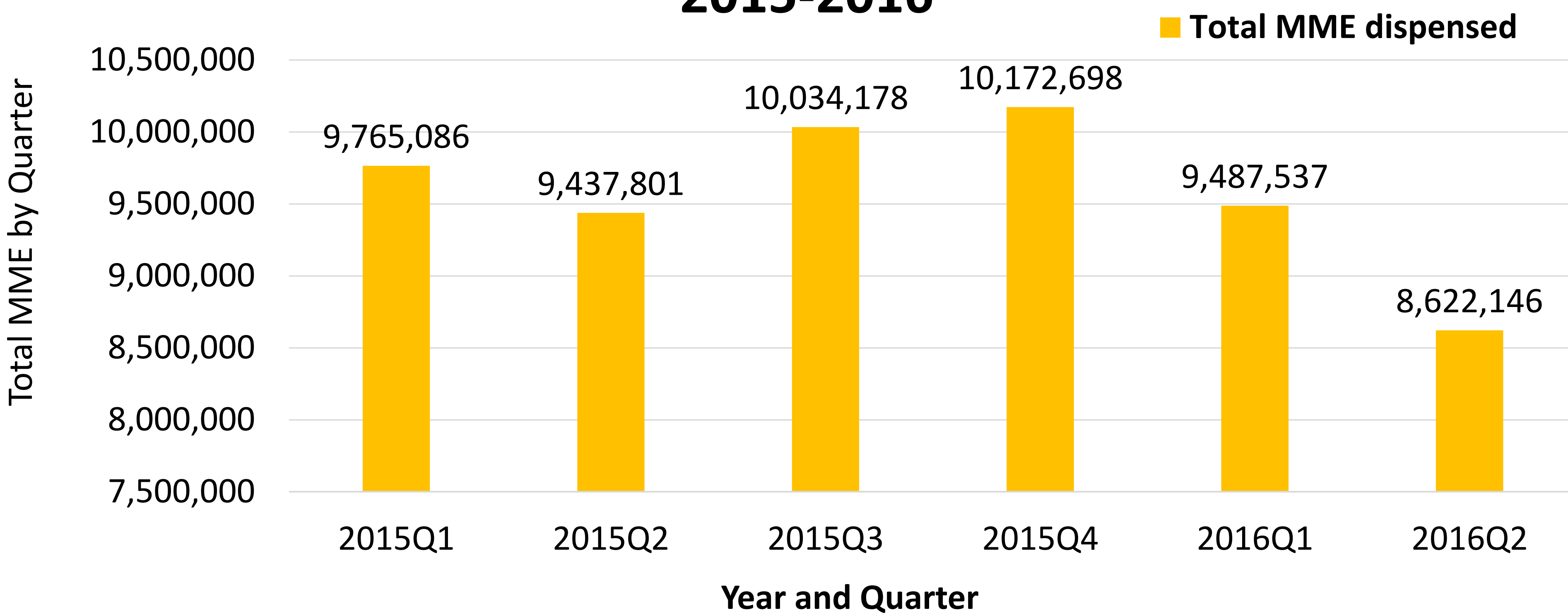
Source: DEA ARCOS sales data; NM Office of the Medical Investigator

Total MME prescribed per NM PMP, divided by total number of people in the population, per year, Otero County, compared to NM, 2006-2015



Total opioids prescribed are measured in Morphine Milligram Equivalents (MME)
Total opioids exclude buprenorphine/naloxone

NM Prescription Monitoring Program (PMP) total opioids prescribed, Otero County, NM by quarter, 2015-2016



Total Opioids Prescribed are measured in Morphine Milligram Equivalents (MME)
Total opioids exclude buprenorphine/naloxone
Data for patients with opioid prescriptions lasting longer than 4 days

Thank You

Lori Peterson
Lori.Peterson@state.nm.us

Chris Trujillo
Chris.Trujillo@state.nm.us

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/15/2017 **Report No:** 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the September 12, 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
September 12, 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. Clerk Hughs announced there was a quorum present. Invocation was given by Reverend Dwight Harp and the Pledge of Allegiance was led by Commissioner Payne.

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 7-0-0.

PRESENTATIONS

1. Presentation by US Army Corps of Engineers related to funding and design options for the McKinley Channel Flood Control Project. *(James L. Booth, Lieutenant Colonel)*

Lieutenant Colonel James L. Booth, District Commander for the Albuquerque District for the Army Corps of Engineers presented the local flood control project that they have been working with the City of Alamogordo. He showed a map of the district. He discussed the different missions the Corps handles. (See Blue Book for Power Point)

Lieutenant Colonel Booth discussed the history of the flood control project. He said they signed a Cooperation Agreement with the City in 1998 and at that time, the original authorized cost from Congress was around $55 million dollars. He discussed the different phases of the projects and their costs. He said they went into design on phase 8 earlier this fiscal year. They completed their 95% design in June of this year. That gave them the ability to do a rough cost estimate on that phase. That cost estimate for construction came to almost $28 million dollars. This was significantly higher than what they have current federal and City funds to complete the project. Basically that is about $10 million more than we they had. The rules at this point do not allow us to go back and ask for more funds. He showed phase 8 on the map. He talked about the sediment control basin.

He said the benefit to cost ratio was 2 to 1 in 1998. The benefits outweighed the construction costs. The benefit to cost ratio right now is about .7 to 1, and that is where it gets to the point where it is no longer competitive in competing to other projects nationally.

He said they were able to complete the south channel using a trapezoidal channel. A trapezoidal channel takes up more terrain, but it is easier to construct. When we have constrictions with the right of way, which we initially thought was available back in 1998, gets impacted by other construction, we have to move to a rectangular channel. It saves on space, but certainly increases the construction costs by double. This requires safety fencing, because of the drop, where the rectangular channel does not. Also, the vehicle access points are a lot more expensive to construct. Splitter Channels are installed to allow the water to make those curves without splashing out of the channel. He showed the difference in construction of the rectangular and trapezoidal channels.

We are recommending to the City, to continue to partner on this project. If we take some more time to go back into design between now and January, it will probably cost, for labor efforts for the district, somewhere around $200,000 to $300,000. We'll go back in, and work with the City, to find if we can de-conflict some of these encroachment areas and try to redesign the channel into a trapezoidal channel as much as possible. We can stretch the amount of funds that we have to get more concrete line channel. I do not think that we are going to be able to come up with enough savings to get the entire project completed with the funds that we have available. We see significant savings in what we are looking at. I recommend that we come back in January and brief the City to show you where we are at and what the delta may be at that point in time. Some of the other courses of action that we looked at: Request funds in FY 18, just build the sediment basin to channel with the current funds that we have available, build as much channel as we can from First Street up, for the City to provide the additional funds, the recommended course of action is to redesign and see how much more we can stretch the money that we currently have, and lastly is to reduce the design and the level of protection in the McKinley channel down below the 100 year flood event. He said the best course of action is to get the sediment basin in and then get as much of the channel as we possibly can, but did not think this is a valid course of action.

He said he is the one that wanted to come down and brief the City and the Commission. Our employees are tied to this project. The district is fully committed to getting as much out of the funds that we have available and continuing our partnership that we have with Alamogordo.

Mayor Boss asked if there is some chance if we used the trapezoidal design, that we could get the entire channel lined. Lieutenant Colonel Booth said I think it is highly unlikely. It is not impossible, but I don't think the savings are going to be there. Mayor Boss asked if we were able to do the whole thing, what percentage would that be. Lieutenant Colonel Booth said the goal with the current re-design is to keep it at 100 year protection. We wouldn't do any design work that would take it below that level of protection. One thing I didn't mention is when we did some value engineering, we increased the size of the sediment basin, and we felt it would allow functioning a little more efficiently and being easier to clean it out on a regular basis. Because of that size it increased the cost; they will recommend sizing it down to just what it needs to handle the 100 year event. The downside to that is the City may need to go in and clean it out after an event as opposed to waiting and doing it once a year.

Mayor Boss said that we are going to pursue our legislative leaders and hopefully we can get some funds out of that. This project needs to be completed. It was a big project and the City needs it.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

Acting City Manager Maggie Paluch made the following remarks:

1. She said staff is working on the loan agreement, the lease agreement and the LEDA agreement for the Commission to review for Basin Lanes. Staff also met with Downtown Venture Corp and discussed their different ideas. The LEDA application has been submitted to OCEDC. The Commission should see something on this on the last meeting of September or the first meeting in October.
2. She said the two new fire trucks have been ordered and should arrive in May or June 2018. There will be a christening ceremony for both of the vehicles before they are put into rotation. The trucks will be at Stations 5 and 6. There will be a new fire truck at each of the stations that take all of the calls.
3. She reminded everyone that this week of the traffic control on Florida Avenue for the realignment. Traffic will move over to the newly paved eastbound lanes on First Street. South Florida Avenue will be open to First Street with a left turn restriction. North Florida Avenue will be closed and detoured at Second Street, except for access to local residence and Daylight Donuts. Access to First Street, Carpet and Tile, will be from Alaska Avenue. Access to Bob's Precision Front End Shop will be from Texas Avenue.
4. She said last week the City had their First Annual Employee Appreciation Week. There was an event held each day. The events were extremely successful. We had over 120 people at the Recreation Center for a Thursday evening event and over 400 people attended the night event at the

zoo on Friday. She thanked local businesses for donating give-a-ways and thanked all the Directors for everything they did for the events. She said the next employee event will be in December at the Flickinger and Patron's Hall.
5. She introduced Michelle Brideaux as the City's new Communications and Marketing Administrator. She will be working with Mike Espiritu and OCEDC. She introduced Brian Cesar as the City's new Assistant City Manager. She said until we are able to find a new Public Works Director, Mr. Cesar will continue administering the Public Works Department.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

None.

CONSENT AGENDA

2. Approve the minutes for the August 21, 2017 Special meeting and the August 22, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*

3. Consider, and act upon, approval of an MOU to the FY2017-FY2020 contract with American Federation of State, County, and Municipal Employees (AFSCME) Local 3818. *(Katie Josselyn, Human Resources Director)*

4. Consider, and act upon, approval of an MOU to the FY2017-FY2020 contract with the Alamogordo Public Safety Officers Association (APSOA). *(Katie Josselyn, Human Resources Director)*

5. Consider, and act upon, approval of a letter of support to urge the Army Corps of Engineers to continue to fund the McKinley Channel Flood Control Project. *(Maggie Paluch, City Manager)*

Mayor Pro-Tem Hernandez moved to approve items 2, 3, 4, 5 of the consent calendar.
Commissioner Martin seconded the motion.
Motion carried with a vote of 7-0-0.

PUBLIC HEARINGS

6. Consider, and act upon, Application No. 1052714 to grant a Restaurant Beer and Wine Liquor License on the Premises Consumption only to Rachel's located at 902 N. New York Ave., White Sands Blvd., Alamogordo, NM. *(Rachel Hughs, City Clerk)*

Mayor Pro-Tem Hernandez asked about the site use only clause. He asked if they do a catering job, that license cannot be taken with them. City Attorney Schreiber said correct.

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

UNFINISHED BUSINESS

7. Consider and act upon supporting the New Mexico Aviation Aerospace STEM Expo 2017. *(Bill Shuert, President of NMAAA)*

NMAAA President Shuert showed a presentation. He said the STEM Expo is on October 5, 2017. They currently have about 2,300 students signed up for this Expo. He said the Alamogordo Public Schools is starting an Aviation Program. They already have aircraft donated for the students. New Mexico State University at Alamogordo is looking to do the secondary part of this program. We are here to ask the

Commission for some money. The State does not have any money for transportation for these kids to come to an event. We are at $22,000 of our $35,000 goal. We did ask the Public Schools to contribute and they are contributing by funding some of their own buses. We are also on Otero County's agenda on September 21, 2017, to ask them for some dollars. We don't want to cut off 300 students like we did last year, because we could not come up with funding for transportation. (See Blue Book for Power Point).

Mayor Boss asked if they were still trying to plan an event the day after the Expo. NMAAA President Shuert answered we were not successful at doing that.

Mayor Boss asked where they were going to go next year. NMAAA President Shuert said I don't know. He said Roswell guaranteed them money right up front. From NMAAA's point of view is to have right here again to try build that momentum for workforce.

Mayor Boss said to the Commissioners that he talked to Community Services Director Veronica Ortega and Community Services Executive Assistant Jan Wafful and asked how much we could put into this and not jeopardize any of the other things in the community. The best that we could do is $6000 out of fund 20 and $2500 out of fund 15. NMAAA President Shuert said we've got to take what we can get now, we are so close to the event. Mayor Boss said you have got to understand that we are limited too. NMAAA President Shuert said we did come to the Commission early on in the year, so this could get programmed at the level because we knew how big this event is going to be. Mayor Boss said I am really hopeful the County will recognize that Alamogordo is located in Otero County and that a lot of those kids go to these schools, when they consider your request.

Mayor Pro-Tem Hernandez said it will be local. He thought this was great and believed it was worth the investment. This gets these kids into a trade where college isn't necessary. He supports the $10,000 they are asking for.

Commissioner Sikes asked Mr. Shuert how many kids came last year. He said 2,410 came last year and we are on track for more this year. Commissioner Sikes said there is a lot of enthusiasm for the maintenance repair programs that we are trying to implement. She said like Mayor Pro-Tem Hernandez she appreciates what they are trying to do and with this program it can only help us. She said you came here to the Commission early on and this was a program that was successful last year and this year could be more successful and I feel remiss that we did not include it in our budget. It seems like we could come up with the additional funding and support this program and make it a bigger deal.

Mr. Shuert said we are in talks with Aerospace States Association. They want to bring their people here to look at our event to go nationwide.

City Manager Paluch said any funds given would be reimbursable. We would need actual invoices from the transportation companies, the advertising companies or where the money was spent.

Commissioner Payne agreed with Commissioner Sikes and Mayor Pro-Tem Hernandez, she said she knows they can come up with the additional $1,500. She said is concerned that the schools are not coming up with more. Mr. Shuert said he has talked to the PED every year, and every year it is the same conversation. You set aside funding so kids can pay for these field trips and the answer is we can't make it happen. Commissioner Payne said that is real troublesome to me, because that is who we are talking about, these kids. She agrees with Mayor Pro-Tem Hernandez's point of an incredible opportunity for our kids that do not necessarily want to go to College, but to have a good trade that they could make a career out of. She supports it and believes that the City could come up with $1,500.

Mayor Boss said I agree with everything everyone said but you have to remember they have other activities that go on in our Community all year long. Those items were budgeted. It could jeopardize other activities that we have for the children. Commissioner Payne said they did come to them before our new budget. From my perspective we can do $1,500.

Mayor Boss asked if this would be fund 20. City Manager Paluch said it would be fund 20 and suggested to do a not to exceed $10,000, because of the way the invoices came in last year.

Mayor Pro-Tem Hernandez said he supports College 100 percent, but I tell everyone going to College to learn a trade. If College does not work out you will have that trade. I really support this. I think it's good for our kids. It is a second option to College.

Mayor Pro-Tem Hernandez moved to approve not to exceed $10, 000 in receipt donations to the NMAAA. Mayor Boss said we need to split it down fund 20 and fund 16. What we are going to be approving is $8,500. The $2,500 is already approved.

City Manager Paluch said $2,500 has already been approved by the Promotions Board and that did not have to come before the Commission. She asked Mayor Pro-Tem Hernandez if his motion was $10,000 additional to the $2,500 or $8,500 total. He answered $8,500. Commissioner Payne corrected $7,500; City Manager Paluch said yes $7,500. Mayor Boss said they were going to approve the $7,500 from Fund 20 and $2,500 from Fund 16 has already been approved, so the motion is for Fund 20.

Mayor Pro-Tem Hernandez moved to approve not to exceed $7,500 in receipt donations to NMAAA.
Commissioner Sikes seconded the motion.
Motion carried with a vote of 7-0-0.

8. Consider, and act upon, the Kids Kingdom Rebuild Proposals, *(Veronica Ortega, Community Services)*

Community Services Director Ortega said staff is still recommending option 2a which supports leaving the funding for the Kids kingdom Rebuild at $519,200. This option will also include the ARFC locker room project and will leave a balance of $17,223. The projects that would be eliminated the security cameras, the zoo parking lot, and the new bark park. She said to take into consideration that each project has contingencies built in, so any remaining funds would go back into funding the next project that was reduced or eliminated. The first project that was eliminated was the security cameras and we have $17,223 to go towards that. The difference could be made up, once we have finished a project and there has been a contingency left on those projects.

City Manager Paluch said she would urge the Commission to select an option this evening. Staff would like to get moving with these projects and we would like to present an option to the New Mexico Finance Authority's Board at the end of this month.

Commissioner Sikes said she did a little research on some playground equipment. She asked if the $225,000 for playground equipment comes with a plan from a playground company. Community Services Director said yes it would be the design. I liked Commissioner Baldwin's idea that we use the entire insurance money on playground equipment, but that could be one of the biggest attractions in the State. I would support option 2a.

Mayor Pro-Tem Hernandez said I understand Commissioner Baldwin's theory on spending the entire amount of the insurance on equipment, but that playground was not all equipment. There were also shade structures, fencing and other stuff. I also support option 2a.

Paul Sanchez commented on the following:
Mr. Sanchez said he was there representing the Parks and Recreation Board. He said they meet last week to discuss some concerns with the list of items, which were addressed by City staff. He wanted to, on behalf of the Parks and Recreation Board, propose a small change in one of the options, and city staff said they would take this to the City Manager and have it briefed. If approved this would have been a part of the City packet this evening. Unfortunately that was denied. He wanted to pass out a handout, to the Commission, of this option as a possible fourth option. Mayor Boss asked the

Commission if they wanted to allow this handout.

City Manager Paluch said when staff receives a recommendation from an Advisory Board, it's vetted, it's researched, it's discussed within the staff itself and then if staff feels like it should be a recommendation then it is presented to you. After extensive discussions about options that came before the Parks and Recreation Board last week, we decided that option was something that staff could not recommend to the Commission. That is why you do not see it this evening.

Commissioner Baldwin asked if this was not on our Manager's report. City Manager Paluch said yes it was. I did update the entire Commission on Friday about what the alternate option from the Parks and Recreation Board was and also the research that was provided based on recommendations from other Directors. The Commission is aware what happened at the Parks and Recreation meeting.

Frank Mederios commented on the following:
He gave his time to speak to Paul Sanchez. Mr. Sanchez said the Parks and Recreation Board were not aware of the Commission Briefing on Option 2d. He said the option the Parks and Recreation Board came up with showed a path to do everything the Commission wants. By adjusting $47,000 only, everything our Commission is looking at and wants could happen with this proposal. He said the $28,000 security camera system the City is proposing is a single camera per package. This package is so incredibly expensive and could be done cheaper by multiple companies right here in town. He said the City staff did not brief you on this. As long as we, the Parks and Recreation Board, are being told that we are irrelevant to this conversation, it is very disturbing that we can't give a common sense idea. Last week, you let the gentleman from Lindmark pass out his sheet of all the different items that he felt pertained to the bulletin boards, but your own Parks and Recreation Board can't give you theirs and give you that information. This is a very disturbing trend that the City and staff has showed towards the Parks and Recreation Board and I have no idea how to respond to that. It's amazing to me that when somebody comes up with a simple common sense solution to offer as an Option for you guys to consider. You don't want to consider it. That is all we wanted to do. If you wanted to pick option 2a, then pick 2a. We've come up with an option that would have resolved most of this, we wanted you to consider it, not take it, consider it, but we have been refused. It is very disturbing that your own Board gets completely refused.

City Manager Paluch said Community Services Director Ortega said this earlier, but the way this process is going to work is that the playground will be built based on the estimates that are provided here before you. The rest of the projects will go in order of importance that City staff has determined. There are contingencies built in to each project. We may be able to do the other projects that are at the bottom of the list. We are starting with the playground equipment and working our way down. Some of the projects that are crossed may actually happen.

Mayor Pro-Tem Hernandez moved that we chose Option 2A as the staff has recommended.

City Attorney Schreiber said the motion needs to be to amend. If you recall we have to go back and amend the original vote taken on June 27, 2017.

Mayor Pro-Tem Hernandez moved to amend the original vote and choose option 2A.

Mayor Pro-Tem Hernandez moved amend the original vote and choose option 2A.
Commissioner Turnbull seconded the motion.
Motion carried with a vote of 7-0-0

9. Consider and act upon Ordinance No. 1544 amending sections 28-03-005, 28-03-100, and 28-03-085 of the Alamogordo Code of Ordinances regarding water and sewer service. ***(Petria Schreiber, City Attorney)***

City Attorney Schreiber said the last paragraph of 28-03-085 ancillary charges for non-routine services was inadvertently left off. If we decide to pass this it will be amended to include the same paragraph that is in the ordinance.

Customer Service Manager Threadgill said they had a meeting on July 20, 2017 between City staff and concerned citizens. The purpose of the meeting was to discuss the assessment of base rates on owners of vacant properties. A number of topics were discussed at this meeting including; waiving the owner transfer fee of $25, eliminate or extend exemptions from base rates for vacant subdivision lots, eliminate base rates on raw land (not in subdivisions), eliminate base rates all together, create new base rate of $10 for owners of vacant property, repeal the current ordinance in its entirety and raise rates across the board, delay owner transfer 30, 60 or 90 days. After the meeting staff took all these 7 items, went back reviewed and discussed them. Of those, three are reflected in the Ordinance that you have before you. The first is to waive the owner transfer fee of $25, if the verification of ownership is in place. The other item included is to eliminate or extend the exemption for base rates on vacant lots in new subdivisions. Staff recommends extending the exemption period from three to five years with the original developer to have the opportunity to come before the Commission and ask for further extensions in three year increments. The last item that we recommend is to eliminate base rates on raw land, not in subdivisions. It was brought up by one of the attendees, there are properties within the community that have water and sewer service that are in a floodplain, it is practically impossible to develop on that land for the physical conditions that are there. In those instances, if the property owner showed this to be the case, then once they pay to have the meter, riser, meter can and lines capped that they would be exempt from base rates as long as that land was never developed. The remaining recommendations have financial impact.

Customer Service Manager Threadgill wanted to point out that the City of Alamogordo raised utility rate across the board every year an average of 2.5 percent from 2000 to 2015. Since July 2015, the City has not had a rate increase and is not anticipating an increase in the coming year. Anything that impacts the finances would ultimately lead to a rate increase. If you eliminate base rates now, your water and sewer consumption rates, the commodity rates, would at a minimum have to double. They would probably need to go up more depending on what the ultimate consumption is. There would be no base revenue that you could rely on. The discussion about creating a new base rate of $10 for owners of vacant property. This would be, amongst other things, very labor intense for Utility Billing. Rates are tied to location, a meter, and a customer. We did not recommend repealing the current ordinance concerning property owners and raise rates across the board. This gets us back right back where we were before 2004, because only the active users are supporting the system. One of the premises of the original ordinance when it was adopted in 2004, was everyone benefits from a viable water and sewer system and having a reliable water supply in the community. If we were to go back and undo this to remain revenue neutral, than we would have to raise existing base rates for only those customers that are going to be paying it, between four and six percent. The last one to delay the owner transfer for 30, 60 or 90 days. We would have to track vacant properties on a daily basis. Determine if they hit the threshold to be reactivated or be charged base rates. This would have to be done daily. It becomes a management nightmare from the standpoint, what if one of these vacant properties that is not being charged base rates, the owner requests the water be turned on, to water the yard or clean the house, the question becomes is that the end of the delay, does the delay just get extended, is it a one day account, is it a three month account. There is a lot of management issues in that, we didn’t feel that the benefit outweighed the issues that we would have to be dealing with. In addition, we have recommended two additional changes. The elimination of the deposit for home owners. Currently, there is a $70 deposit for homeowners to start a utility account with the City of Alamogordo. The State of New Mexico has a mechanism for us to collect on unpaid property owner utility bills. We can file a lien and we can ultimately we can go to foreclosure. Collecting a deposit only to turn around in twelve months only to credit it back to the account is an undue burden on the new homeowner. It is an administrative burden on our end because we have to monitor that each month to see who has had an account for a year with good credit and now we refund them. We recommend eliminating the $70 and to just pay the application fee plus tax $26.25. The second thing we are recommending is to initiate a monthly fee for hydrant meters. This is a meter with couplings on it that a customer can go out to a hydrant and hook up to it. It is typically rented by customers that require a large volume of water available 24 hours a day and do not want to use our kiosk. They pay an $815 deposit and take the meter, in theory when they return the meter we take the reading off it and they get charged based on usage. In reality, this last year we found four of these meters abandoned and left on hydrants. Two of them were unidentifiable. We don't believe those were ever issued by us. We have no idea of how much water was used because there was no beginning reading. We were able to collect on one the meters, but we had not seen that meter in over four years. We have others than have been out for more than a year. There is nothing in the current Ordinance that establishes a base rate for those meters. There is nothing in the Ordinance on how often they have to be read. We recommended is that we initiate a $50 a month hydrant meter rental.

Commissioner Payne asked how much the deposit was on the hydrant meter. Customer Service Manager Threadgill answered $815.

Mayor Pro-Tem Hernandez said he understands why these meters are kept for this long. Basically, it would be best if these customers could buy them, and they could be brought in once a month or every couple of months, however you guys want to read them. He thought that $50 is excessive because the meter is only $600 to $800 to purchase. If your business is doing dirt work then you are going to keep that meter. If this is the case, there needs to be an option to buy, otherwise we are making money on a meter. Customer Service Manager Threadgill said the question is not so much the cost of the meter, because the deposit covers the cost of the meter, the issue comes up when we do not get a reading from them for a year or a year and a half.

Mayor Pro-Tem Hernandez asked how many meters are we talking about. Customer Service Manager Threadgill answered there are seven active accounts and five in the shop that can be rented out from time to time. Mayor Pro-Tem Hernandez said you could have something setup a lot easier than a $50 fee. He suggested on a certain day of the month, arrange with these people to read that meter. The $50 a month would put me off in not supporting this whole thing.

Commissioner Baldwin said they were spending a lot of time on four or five meters. The things that I have been contacted the most are meters on property that are not vacant. And one of the concerns of the Commissions was the Driscoll's issue about being billed again so quickly after a tenant left. We have addressed one of the concerns the developers had with their vacant lots. After three years they can get an extension. Customer Service Manager Threadgill said they are recommending five years and before the end of those five years the original developer can before the Commission and request a three year extension, there is no limit on the number of extensions. Commissioner Baldwin said this fulfilled one of the requests from the developers. He said the next thing is the base rate fee itself, the $30 fee seemed a little excessive. He said you have explained that going in and changing that is a labor intensive thing. He asked how many accounts fall under this category. Customer Service Manager Threadgill answered we have done a little over 1,100 unique accounts so far. There are a number of accounts that have gone a couple of transitions (two or three) since October of 2015. Commissioner Baldwin asked if they had to change the amount, does it stay that way or do you have to change it every single time. Customer Service Manager Threadgill said we have to do it every time. He said right now we have a system of rates established. If we start creating separate rates for owners and renters then every time that status changes at the location, then we have to go in and physically change the rate for tenant or owner.

Commissioner Baldwin asked if they were collecting $35 from the 1,100 accounts identified or are we building up to that. Customer Service Manager Threadgill said we are collecting $29.93. This is for the typical residential, which is the majority of our accounts. Commissioner Baldwin said one of the potential solutions was to eliminate that amount, but we would have to defer that cost on to people with actual meters with a four to six percent rate increase. Customer Service Manager Threadgill said to remain revenue neutral , in other words we do not drop back from what projected this year and budgeted, then we would have to raise the base rates for the remaining (those who did not get excluded) four to six percent. The reason for that wider range is because it is a timing issue. How long would a property go without paying base rates versus the time a person was paying base rates.

Commissioner Baldwin asked if they had addressed the Driscoll's issue. Customer Service Manager Threadgill said if this Ordinance is passed, and if the Driscolls come in and sign the Statement of Ownership, when those transfers take place they do not get charged the $25. That $25 transfer fee was originally intended to handle all of the notifications, the paperwork and the time involved in setting up these accounts. They do start incurring the base rates, but that $25 does not get charged at that time.

Commissioner Payne asked if the base rates for a vacant property and the base rate for a new development were the same rate. Customer Service Manager Threadgill answered we only have one set of base rates. Commissioner Payne asked if an owner has vacant apartments and they go down and sign the Statement of Ownership will they be charged the application fee. Customer Service Manager Threadgill said if the property is registered with us, then we can attach that registration to that property. Commissioner Payne asked Customer Service Manager Threadgill to explain the process of going in and manually changing rates. He said the rates are by status, property, and service. Most locations in the community have water and sewer service. Those rates have been established and they are tied to that meter size. We create a new charge or new base rate, not based on any meter size or location; it is based on owner status. The system has no way of knowing if you are the owner or the renter, when we start the account. We have to go in and take off services and assign a new lower priced service (base rate is a service). Every time that status would change we have to go in and change that status on the account.

Commissioner Turnbull asked if when he said they have to go in physically make changes, it is just on a computer. Customer Service Manager Threadgill said yes. Commissioner Turnbull said isn't there a way to have a checklist, and then you input a new amount. It does not seem difficult to do if you are following the checklist. Customer Service Manager Threadgill said we do that now. The problem is that you are adding steps to the process, you are doing it twice, once when the tenant takes over and once when it goes back to the owner. We looked to see if there was an automated way in our system, but there just isn't because of the way we have established our services in the system. There is no way to go in and make it an automated process. Commissioner Turnbull asked if when it comes from the tenants name to the owners name and you would be waiving that fee, is this something that you would have to manually do. Customer Service Manager Threadgill said that could be done automatically. Customer Service Manager Threadgill agreed and said the level of difficulty is not the key issue. The key issue is we have established a new base rate. Why do customers when they go out of town for three months, why are they paying a higher base rate and not the lower base rate. Commissioner Turnbull said I would be okay with them paying the same rate. I feel it is not being used, it is vacant, I am not speaking about the owners who say my property is vacant and then three weeks later want to come back and turn their service on because they want to water their yard. I do think if that is the case, you are going to be on a base rate at the normal rate. If you are going to allow that property to remain vacant and no water usage. Customer Service Manager Threadgill said that is basically what this argument has been about for the last few years. Who benefits from the system, who then should contribute to the maintenance and improvements to the system.

Commissioner Martin asked if there wasn't better software available. City Manager Paluch said the software that we use, is the software we use across the entire City for our financial system. If we were to change the software just for the water billing department, we would have to change it for the entire accounting system for the City. I do not know what the total cost would be, but it would be quite substantial. Commissioner Martin asked if there was not a way to prorate the base rate. Customer Service Manager Threadgill said the base rates are prorated. The $25 transfer fee is not, but metered charges are prorated. City Manager Paluch said we are recommending eliminating the transfer fee.

Commissioner Sikes she gets phone calls from citizens who have inherited property that cannot afford to pay the base rate on that property. She said there is a method by which they can go in and take out the meter, which is base rate times 24. That is a lot of money. She asked how they can address that more humanly. Customer Service Manager Threadgill said this is a decision that the Commission has to make. He said you could back to the way it was before the Ordinance was passed. She said maybe we can look into if someone is not using their meter for 5, 10 or 15 years, then maybe we can just give them a break.

Commissioner Baldwin said I am not in favor of when people leave town and change to a lower base rate. My issue is with vacant lots, people that own property and never had any development. Just for point of clarification from my stance, we have handled the developers; we have handled the fees that shouldn't be there for the renters. I did have a quick issue with the meter that can be rented by people that can use it. Effluent water is relatively inexpensive. There is a fee, but there is also a hierarchy in the community for effluent water and allowing contractors or other people out there to have access to it at any point and time. The summer time can be costly to things like the schools, the parks, and the golf course. There are times when there is not enough effluent water to go around and if we have people that access to water freely and the assets are damaged because of that. I would have a huge issue with it. All we are doing is creating more issues right now.

Customer Service Manager Threadgill said the issue you brought up about undeveloped property may help address some of the calls you get. We've included in this ordinance that undeveloped, raw land that has never been developed and can't be developed then we have a methodology that is less expensive to get out of paying base rates on this property. It's not the $600 up front, it's to pay to have the can removed, the meter riser removed, cap the service lines securely, back fill it and you are gone. That takes care of a little bit.

Mayor Pro-Tem Hernandez agreed with Commissioner Baldwin on the effluent water usage, the only problem is by Ordinance we have to supply the effluent water because they cannot use treated water for projects. When it was done there weren't as many effluent services out there as there is now. Now, we are paying for it because the way that was written. On section one item number four, you said that contractors could get extensions. According to this, a contractor could only get one extension for a total of eight years. He said the problem I had is not so much the contractors, it goes back to the vacant properties where I live. My family has lived in our homes probably since the late 50s early 60s and so we have been paying a water bill since. I still have the same three inch steel water line running in front of my house that has never been repaired or replaced. I am paying for something that I am not getting, and now I am being asked to pay more for something else that I am still not going to get. Not until, 2020 when my street is set to be redone. I understand that we are paying to maintain all of this system, but there are several systems within the City that are still original. That gives me heartache as far as continuing to pay additional fees for services not received.

City Attorney Schreiber said are actual reading of it, would allow a contractor to come back multiple times. The last sentence in there, if you let the period that's granted to expire, then you cannot come back after that. Mayor Pro-Tem Hernandez said most of those developers may get the eight years. Those developers will then pass it on to other family members or they will be sold to other people that are not part of that development. Those people are going to come back here again. Commissioner Baldwin said when you buy a business from somebody or it gets handed down it is their responsibility to find out what's involved.

Commissioner Turnbull asked if they could do away with the five years and the additional three years. She said they shouldn't have a fee if they are not getting services. If there is not a meter there, there is no building there, but it has been developed somewhat, why do we have to do a fee, why do we have to make them come back in five years and ask for the extension, because what if it is not the original developer. Why can't we just do away with that? Customer Service Manager Threadgill said the intent on the subdivisions, is that we are applying base rates to all the properties. It was put in by the contractors. They did give a warranty for one year from date of acceptance, so we extended that out here is additional time before someone actually starts buying and developing those lots. At some point, where do they start paying, contributing to the system. Whereas, this vacant lot in the middle of Delaware where the house was raised, they are paying all along. Commissioner Turnbull said I don't think they should be paying on the vacant lot. I think if they are not using the water they should not be paying of it.

Commissioner Payne said if someone goes on vacation for three months, do you still not have to pay on that house, whether you rent it or buy it. Is the mortgage company or the landlord going to say, you can waive your rent for three months because you are going to be gone anyway. I keep going back to that because it is kind of the same thing. I think we are kind of generous to allow them to pay the base rate while they are on vacation. I want to be fair, but we do have a system to maintain and wonder where you draw the line. I understand the prospective of the developers and I want to point out that this was done in 2005, we never collected. This was a decision that was made a long time ago, and we cannot go back into the minds of the people that made that decision, but we do have to do what is right. If they were going to do that in 2005, we are not asking for anything different than what they were asking for in 2005. I have agonized on this, but we have to draw the line somewhere.

Commissioner Turnbull said a compromise is to lower the base rate to $10. I still do not want a vacant lot, where there is no building there, to be charged. If you have a vacant house there, there is a compromise, your people having to go in and change that base rate for tenant/owner.

Commissioner Baldwin said they are right back to where they started an hour ago. We have a couple of options in reference to our Ordinances. I have made it known where I thought the priorities lie. I don’t exactly want to call the question, but we need to move on. We need to re-write the Ordinance or we need to move on these two options. I’ve stated that as long as the contractors are taken care. There are extensions which there are no charges for an extended period of time, as long as the fees were changed for land owners or renters for people moving in or out, or fixed to where it is agreeable. The only thing that I am off on is the base rate, which we all thought it would be pretty easy to drop to $10 and obviously it is not the easiest thing in the world. Customer Service Manager Threadgill said if we create a new base rate, then the automatic transfer goes away. Then we will have to manually go in and change it. Commissioner Baldwin asked if he was implying that we go back and charging a fee for that. You are not saying that, you are saying that you would have to manually do that. Customer Service Threadgill said no, I would say the reason for dropping the $25 transfer fee was because it could be done automatic, once the properties were registered. If we implement a new or different fee that is attached to the account but only an owner account on rental property then that automatic transfer can’t occur, because we have to have it set.

Commissioner Turnbull said it states the original developer, what if they have passed it on, but they still haven’t developed it yet. Acting City Manager Paluch said we can amend that. Commissioner Turnbull said as long as they can keep extending, that would be fine as long as it does not have to be the original developer. I would still like to see that base rate lowered to $10.

City Attorney Schreiber told the Commission Josh Rardin arrived too late to sign up for public comment but he would like to be heard on this issue as well. Mayor Boss said he will allow it.

Josh Rardin commented on the following:
Mr. Rardin spoke on the proposed Ordinance 1544. He said this ordinance that was drafted did not have a whole lot to do with what was discussed in the July 19, 2017 meeting. He discussed the July 19, 2017 meeting, what was not included in this Ordinance and why it is important to change this Ordinance. He asked for the Commission to repeal portions of this Ordinance and take it back to the way it was.

Abe Moore commented on the following:
Mr. Moore from the Building Contractors Association said these Ordinances have issues. In the time that we have been talking about this issue the City has collected $393,000 for water that wasn’t even used. It was just a vacant lot. It seems the best course of action is to repeal this. Quit making us pay why you figure it out and then come up with a new ordinance that is right, that everybody agrees with.

Commissioner Turnbull asked Customer Service Manager Threadgill if the bill foes with the owner if the owner fills out the form. The bill will go with the tenant, but the owner has to contact you. He answered that is a state law. Municipal utility bills are a lien against the property automatically, which means the property owner is responsible, unless they file a waiver of Owner Responsibility. Tenant bills do not necessarily go to the property owner; if they fail to file a waiver then they are responsible.

Mayor Boss recommended tabling this Item. Obviously we need some more discussion. City Manager Paluch recommended that if the Commission chooses to table, to then give staff some direction. She clarified that the City could go to a consumption only system, that is possible, but rates will increase for the rest of the population of the city substantially. That is another option.

Commissioner Sikes asked what if they pass this Ordinance and give relief to the parts of this Ordinance that are going to provide relief. Then go back and change the Ordinance to provide relief for some of the other problems. Mayor Boss said that is an option too.

Mr. Rardin said if you do pass this, it will get the heat off from the builders. What is going to happen is that this will be pushed aside and forgotten about. Mayor Boss said we are not going to forget about it. Mr. Rardin said it is fresh in all of your minds, but come March of next year there is another election and three or four of you, may or may not be here. I am kind of hesitant to have you guys pass this tonight to ease up some of the burden on the builders and a couple of other things. The smaller rental people really need some relief on this as well. Mayor Boss said we can sit here all night or we can table it or we can approve this and amend it later.

Commissioner Martin asked if staff could research what the increase would be for a consumption only system. Customer Service Manager Threadgill stated if you went to a consumption only system, you would have to look at double plus 10 to 15 percent current rates. Basically everyone would immediately jump up to tier 3 unit costs and that would highly depend on how much consumption there was. If consumption remained the same, that is where the rates would need to be as current. If consumption dropped, those rates would have to go up and that is to remain revenue neutral. The four to six percent that I mentioned earlier was if we went back to pre-2004 Ordinance that didn't charge base rates to everybody. There is a little wiggle room in there depending on not all properties are vacant for a year, not all properties are vacant for one day. There is a sliding scale in there.

Commissioner Turnbull asked what the impact would be if we had the vacant base rate of $10. Customer Service Manager Threadgill said the rate increase to be revenue neutral would be lower. I have not done a calculation for that, not like the elimination.

Mayor Pro-Tem Hernandez asked what their water rates were compared to people around us. Customer Service Manager Threadgill based on 13 cities that I evaluated in the State of New Mexico, we were right in the middle and just a few percent below average on aggregate rate water, sewer, base rates and any other fees. Mayor Boss asked if we were in middle of those cities that have a base rate. Customer Service Manager Threadgill said all of them have base rates. There is not a City that does not have a base rate. How it is applied fluctuates from city to city. Some Cities has a base rate that includes some consumption, but then their tier rates are higher. Some communities have multiple base rates to cover different conservation areas that they have. Clovis has a private water company, so their base rates are on the sewer side. They charge base rates based on the number of drains in the house, not less than five.

Commissioner Payne asked prior to 2004, how was this handled. Customer Service Manager Threadgill answered if you had an active account then you paid base rates. If you didn't, then you didn't get a bill. That is when staff came to Commission in 2004 and said we have issues. Not enough revenue was being generated to keep up with maintenance issues. She asked how we have been doing it this whole time, because clearly we haven't been charging the base rates. Customer Service manager Threadgill said because every year from 2004 to 2015 we raised everyone else rates two and half percent. She thought they could have a reduced base rate.

Commissioner Baldwin asked the Commission what they wanted to do. He said they should give them three things to do and come back to us. I did want to say to the audience to please bear with us. We have no other mechanism to meet other than this meeting. We have to hash all of this right here in front of you. This is the first hour we've had to discuss this since the last time that we had this on the agenda. Please bear with us.

City Manager Paluch said that she would please urge the Commission to give some detailed direction. Mayor Boss said we need to see some detailed cost analysis. If we can actually see historically what repairs and maintenance have been on the water lines. Commissioner Baldwin said the reference that has been brought up twice was the amount of money that was rolled over from last budget to this budget, so some explanation in reference to that. He said he has contacted City Manager Paluch to have a discussion in reference to our long term planning. He said the City of Alamogordo is potentially going to change substantially over the next two to six years. Our infrastructure is going to need a lot of work. The one thing that I hear the most from the people that do the hard work out there is that the City needs to be as business friendly as possible. Our planning for the future is going to need a lot of foresight, foreshadowing. Get rid of rates and lowering rates is good for business but it could also put an unwanted strain. Mayor Boss said it is very possible that a lot of those lots that are vacant right now, that all of those lots will have houses on them.

Mayor Pro-Tem Hernandez said the good thing about Ordinances is you can custom fit them. In five or ten years from now, when this does come into effect, the Commission and staff at that time can come back and look at them and see what best fits for the City at that time and change it if needed. He thinks they need to do what fits them today, with the option of looking at what is there for tomorrow. An Ordinance can be changed at any time.

Commissioner Sikes recommended Customer Service Manager Threadgill to look at extricating ourselves from the financial software. Our financial system, as to which our water billing system is attached is a DOS based system that has been used for a number of years. This is not as important as looking at the Ordinance, but it would be worth looking at down the road.

Commissioner Baldwin asked if the base rate is where we are off here. The base rate is the big issue; the amount, whether to have it, whether to repeal the Ordinance. I want for staff to have direction. Mayor Boss said we wouldn't want to repeal the Ordinance. Commissioner Baldwin said it is one of the options put out there. Commissioner Martin asked isn't it almost easier to repeal it and start again. City Manager Paluch did not recommend they repeal the ordinance because you are talking about a massive financial impact to the City of Alamogordo, before you put a new Ordinance in place and said she would highly recommend that you do not do that.

City Manager Paluch said the money that is rolled over in fund 81 is for projects. Over a fiscal year, a project may not end in one fiscal year; money that is rolled over is for a project that is already in process ongoing in the next fiscal year. According to our Assistant City Manager we have around a million dollars in fund 81, but we have to consider that there is more money in that fund but there is debt service, ongoing projects and while it may look to the eye that there is this huge amount of money there, that is not necessarily the case.

City Manager Paluch said the direction that she has is a cost analysis on repairs and maintenance to the water system. She asked if there is a specific time period in which you would like to see that for. Mayor Boss said along as you can go within reason, three to five. Commissioner Baldwin said the reduction in base rate, what that would actually going to cost. City manager Paluch asked if you want base rate for vacant property or across the board. Commissioner Baldwin said for vacant properties.

Josh Rardin said according to the request for public records, city staff said it was estimated at $425,000 a year that the City is going to generate off this Ordinance on the base rate portion of it on vacant properties.

Commissioner Turnbull asked if they can amend where it says original developer.

Commissioner Payne asked how you determine how many vacant properties you are going to have. City Manager Paluch said it fluctuates throughout the entire year. The numbers that Mr. Threadgill is giving you is just an average over the year, it changes monthly. City Manager Paluch asked to clarify repair and maintenance costs. Mayor Boss said like what happened to us on the Hopi Court. City Manager Paluch said you are talking about the street maintenance program, you are talking about catastrophic failures, you are talking about water tank replacements, and you are talking about truck replacements, capital projects. Commissioner Baldwin and Mayor Boss said regular maintenance.

Assistant City Manager Cesar said where you are asking for repair and maintenance costs, where I am a little confused is that is not the only cost associated in delivering water. He asked if the Commission wants X number of water breaks and the costs associated with these breaks. Mayor Boss asked if we don't account for that in the rates that we charge people for the water usage. Assistant City Manager Cesar said the bills that go out for water usage, to include the base rates, pays for the production of the water, the treatment of the water, the transportation of delivering the water to the customer, repair and maintenance to the system, capital improvements to the tanks or our streets maintenance program where we replace the utility water line, service lines etc.. I want to be clear on what costs the Commission is looking for. If it is strictly related water service line failures, mane breaks that doesn't give you the full picture of the costs of what is associated in delivering water to the customers. City Manager Paluch said there is also employee cost. It is all encompassing, so the base rate itself is not just for fixing the system. The base rate plus consumption is all encompassing the system. Commissioner Sikes asked how it is broken down in the water utility department. Do you see an annual number for providing water. Assistant City Manager Cesar said in the annual budgets for the various departments, in the utility maintenance division, for example, we have a line item that is dedicated for service line failures/water line breaks. There is also the cost for water billing, for reading those meters, sending out the bill. In the Water filter plant budget are the costs associated with producing the water, pumping the water, treating the water, delivering it to Alamogordo. There are different line items in different areas. I can break out the monies budgeted various years for strictly failures, but that doesn't give the Commission the whole picture when you are looking at water rates. Water rates take into account everything associated with delivering water to your home or business.

Commissioner Turnbull asked if we really need that kind of cost analysis when we are only talking about base rates for vacant properties not base rates across the board. Mayor Boss said those base rates are covering a lot of things. Commissioner Baldwin said he believes the reason that cost analysis has been brought forward is because it has been challenged to the City that too much money is being rolled over from year to year. If the system is not being maintained or it is working well enough. It is not like the water billing department is making two to eight million dollars rolling over each year. Mayor Boss asked if grows every year, when you roll it over. City Manager Paluch said sometimes projects go over three fiscal years, sometimes they just go over two, and it really depends. She said there is a real good example for this year. Mr. Cesar would like to do rehab on multiple water tanks and we do not have funding available in that fund to do the rehab that he wants on those water tanks. He had to pick certain tanks to do that rehabilitation or to put a new tank in. We are not sitting here rolling in money. Mayor Boss said that is an indication that we are not making money. City Manager Paluch said those tanks are about a million dollars a tank. Commissioner Baldwin said you can do a cost analysis of where we spend the money, but at the end of the year there is not a whole lot left. Mayor Boss said how much is left is more of an indicator than how much we spend. City Manager Paluch when you roll over, that money is already tied into projects. Mayor Boss said every penny that we roll over we have some use for. City Manager Paluch said yes and then some. Mayor Boss said then I don't see any use for that. If that is the case then how can we talk about reducing the base rate. City Manager Paluch said if you want to reduce or eliminate the base rate for vacant properties, you are talking about a rate increase for the rest of the consumers that are consuming water. Commissioner Turnbull asked for just lowering the base rate on vacant properties. City Manager Paluch said if you lower to $10 or completely eliminate it, either one of those options is a financial impact on the system and would create a rate increase on the rest of the system. Mayor Boss said everyone that is using water their bill is going to go up.

Commissioner Turnbull said they were willing to do away with the $25 transfer fee. Mayor Boss said these are people that have lived in their houses for twenty years, their rates are going to go up. Commissioner Turnbull said that kind of seems like a scare tactic to keep us from doing what kind of make sense. We don't know. Rates were going up before. Mayor Boss said it is not a scare tactic it is shifting from one customer to another.

Commissioner Payne asked prior to 2015 and after 2004, how many increases did we have. Customer Service Manager Threadgill answered one per year average 2.5 percent per year across the board. There is a third option, we can do less. Honestly, that has to be looked at as an option. In the past, maintenance was a catch up item. We have a very aggressive street maintenance program. We've got 1.1 million dollars of utility money this year, and 2.2 million dollars next year, that is not enough as mentioned earlier we've got to redo tanks; we have more streets to do. All of this is a revenue balancing act. We could take less revenue, and then we do less. We can reduce some revenue; offset it with an increase on another side. There is never enough money to do everything, so you are balancing what you can take in versus what you expend and how you improve the system. We have a $10 million dollar desalinization facility coming online shortly. That is going to be an expense, it can't sit there and we not do anything with it. Commissioner Payne asked if we entertain the idea of decreasing base rates just for those vacant properties. Customer Service manager Threadgill said let's go back before 2004, the only ones paying base rates are those that have an active account. You are looking at a 4 to 6 percent deduction in revenues.

Mayor Pro-Tem Hernandez said I can almost guarantee that in three years we'll see another rate increase. Whether we leave this in place or not we're going to see a rate increase, especially if we haven't seen one in two years, that is going to be a reason to bring one up. Commissioner Payne said I still think if we are still actually collecting on those base rates, that are going to make up a lot of that revenue in lieu of raising water rates, or it has so far.

City Manager Paluch recommended they do not select the option of reducing the maintenance. We have to remember the amount of people moving into our community and the maintenance of this system is only going to increase substantially over the next three to six years.

Commissioner Turnbull said if they we keep the base rate where it is at, we would waive the $25 fee for the owners. If we lower the base rate, they would have to pay that $25 transfer fee. Customer Service Manager Threadgill said the predicate to the relieving of the $25 transfer fee is the registering of the property so that the transfer can become automatic. If we create a separate rate then that automatic transfer does not occur, because that rate then needs to change when the status changes. Commissioner Turnbull said then they would have that $25 fee.

Mayor Pro-Tem Hernandez asked Customer Service Manager Threadgill if he knew what the amount of the 2.5 rate increase generated. He said not off the top of his head. Mayor Pro-Tem Hernandez said I remember the comment I had, I think it was a dollar six or a dollar twelve per meter on the base rate. My comment was there are some people out there that could not afford that. Customer Service Manager Threadgill said I do recall that tier one and two went up a dime and tier three and four went up 15 cents, tier five was a dime.

City Manager Paluch asked if they were not going to pull the maintenance records or try and guess on some areas that you may want to look at. She said the Assistant City Manager said this system is so large that we can't just give you a number for maintenance because there are so many other things that are included with that fee. I will get the number for how much the rate increase generated. We already have the numbers for how much the vacant property base rate generates. She will find out the financial software replacement and we will do an amendment on the original developer language.

Josh Rardin said it is confusing when you are saying two and a half on average from 2004 to 2015. We made rate increases of $0.68 a year. Two and a half percent sounds like a lot, I just figured it would be $0.74. It sounds like a lot, it is a lot to lower income people in Alamogordo, but it is not just them that are paying it, everybody is paying it.

Mayor Boss asked City Manager Paluch and City Attorney for a recommendation. City manager Paluch said she does not have a recommendation. You can certainly table this item, our recommendation is the Ordinance that you see before you.

Commissioner Baldwin made a motion to table the discussion and allow staff to bring more information.

City Manager Paluch said this will take some time to come up with the numbers, I do not believe you will see this at you next meeting.

Commissioner Baldwin moved to table the Item.
Commissioner Turnbull seconded the motion.
Commissioner Payne voted nay.
Motion carried with a vote of 6-1-0.

NEW BUSINESS

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

Mayor Boss read the openings and appointed Robert Ortega to the Cemetery Board, Allen W. Guchinsky to the Mayor's Committee on Aging, Mark A. Praught and Michelle Gill to the White Sands Beautification Board. No one was opposed.

EXECUTIVE SESSION (Roll Call vote Required)

11. Adjourn into Executive Session in compliance with Section 10151(H), NMSA 1978 (as amended), to discuss Threatened or Pending Litigation; American Federation of State, County and Municipal Employees, AFLCIO, Local 3818, on behalf of Anthony Backy. (Roll Call Required)

Commissioner Baldwin moved to adjourn into Executive Session at 9:36 p.m.
Commissioner Turnbull seconded the motion.
Roll Call was taken.
Motion carried with a vote of 7-0-0.

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)
Approved at the Regular Meeting held on September 26, 2017.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/15/2017 **Report No:** 3.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Session held on September 12, 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 September 26, 2017: “The Governing Body of the City of Alamogordo, New Mexico, hereby states that on September 12, 2017, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: Threatened or Pending Litigation; American Federation of State, County and Municipal Employees, AFL-CIO, Local 3818, on behalf of Anthony Backy.

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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/20/2017 **Report No:** 4.

Submitted By: Kathy Gilsdorf

Subject: Approve Resolution No. 2017-26 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 September 26, 2017. *(Kathy Gilsdorf, Budget Analyst)* **(Roll Call Vote required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Beginning Cash Balances $0
Revenues $560,496
Expenditures $3,641,690 Increase
Transfers In/Out $0
Net Impact ($3,081,194) Decrease

Recommendation: Approve Resolution 2017-26 **(Roll Call vote required)**

Background: The City Commission adopted the Fiscal Year budget on May 23, 2017. The Department of Finance & Administration granted approval of the City of Alamogordo's Fiscal Year 2017-2018 Final Budget on August 30, 2017. Resolution 2017-26 amends the Budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of revisions are attached for your review.

RESOLUTION NO. 2017-26

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2017-2018.

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

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written approval to the City of Alamogordo, New Mexico's annual budget on August 30, 2017, for fiscal year 2017-2018; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2017-2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2017-2018 be and hereby is revised as of September 26, 2017 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2017-2018 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on September 26, 2017 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2017-2018.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 26th day of September 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

ALL FUNDS SUMMARY
BUDGET 2017-2018

1/12TH REQ RSRV
1,282,638
Fund Reserve Policy
487,127
Bal. Remaining
3,469,063

FY18 BUDGET - RESOLUTION 2017-26 (#3) SEPTEMBER 26, 2017

FUND NO.	FY 2017-2018 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	9,237,045	17,009,481	867,803	6,848,283	(5,980,480)	14,795,412	5,470,634	1,769,765	3,700,869
	Revision #1	0	0	0	0	0	9,416	(9,416)		($9,416)
	Revision #2	0	0	0	0	0	80,938	(80,938)		($80,938)
	Revision #3	0	0	0	0	0	5,862	(5,862)		($5,862)
	Revision #9	0	0	0	9,753	(9,753)	0	(9,753)		($9,753)
	Revision #11	0	0	500,000	0	500,000	500,000	0		$0
	Revision #15	0	0	0	122,735	(122,735)	0	(122,735)		($122,735)
	Revision #18	0	0	0	3,080	(3,080)	0	(3,080)		($3,080)
	Revision #19	0	0	0	0	0	22			
	Total Revised Fund 11	**9,237,045**	**17,009,481**	**1,367,803**	**6,983,851**	**(5,616,048)**	**15,391,650**	**5,238,828**	**1,769,765**	**3,469,063**
12	INTERNAL SERVICE FUND	0	450,889	2,897,780	0	2,897,780	3,311,184	37,485		$37,485
	Revision #4	0	0	0	0	0	4,415	(4,415)		($4,415)
	Revision #10	0	0	0	0	0	1,578	(1,578)		($1,578)
	Revision #16	0	0	0	0	0	17,000	(17,000)		($17,000)
	Revision #18	0	0	3,080	0	3,080	3,080	0		$0
	Revision #19	0	0	0	0	0	(22)	22		$22
	Total Revised Fund 12	**0**	**450,889**	**2,900,860**	**0**	**2,900,860**	**3,337,235**	**14,492**	**0**	**14,492**
15	CORRECTIONS-JAIL	20,023	81,072	11,410	1,530	9,880	105,975	5,000		$5,000
16	LODGER'S TAX-PROMOTIONAL FUND	151,135	212,113	0	4,584	(4,584)	331,559	27,105		$27,105
17	POLICE COURT BOND	10,738	0	0	0	0	0	10,738		$10,738
19	COURT AUTOMATION FUND	24,415	81,688	0	29,303	(29,303)	65,462	11,338		$11,338
20	LODGER'S TAX-CITY	203,807	402,858	208,987	45,445	163,542	675,720	94,487		$94,487
	Revision #1	0	0	0	0	0	(130)	130		$130
	Total Revised Fund 20	**203,807**	**402,858**	**208,987**	**45,445**	**163,542**	**675,590**	**94,617**	**0**	**94,617**
21	D.A.R.E. DONATIONS FUND	21,698	4,102	0	0	0	13,309	12,491		$12,491
22	DESIGNATED GIFT FUND	25,432	0	0	25,432	(25,432)	0	0		$0
24	GRANT CAPITAL IMPROVEMENT	0	251,463	0	0	0	150,696	100,767		$100,767
27	MUNICIPAL COURT OPERATIONS	0	10,000	414,230	6,977	407,253	412,253	5,000		$5,000
28	POLICE CONTINGENCY	49,810	3,927	0	0	0	7,700	46,037		$46,037
31	CEMETERY-PERPETUAL CARE	808,115	20,666	0	0	0	0	831,105		$831,105
32	COMMUNITY SERVICES	1,775	723,964	3,914,760	519,875	3,394,885	4,115,624	5,000		$5,000
	Revision #5	0	42,687	0	0	0	0	42,687		$42,687
	Revision #9	0	2,000	9,753	0	9,753	11,753	0		$0
	Revision #10	0	0	0	0	0	(1,578)	1,578		$1,578
	Revision #15	0	0	122,735	0	122,735	167,000	(44,265)		($44,265)
	Total Revised Fund 32	**1,775**	**768,651**	**4,047,248**	**519,875**	**3,527,373**	**4,292,799**	**5,000**	**0**	**5,000**
33	FIRE PROTECTION	558,188	460,218	0	0	0	938,187	80,219	45,056	$35,163
36	LAW ENFORCEMENT FUND	0	110,128	0	0	0	110,128	0		$0
37	STATE HIGHWAY FUND	120,241	37,617	0	752	(752)	28,200	128,906		$128,906
38	TRAFFIC SAFETY FUND	56,481	23,420	0	0	0	28,000	51,901		$51,901
39	STATE JUDICIAL	21,037	75,500	0	0	0	75,500	21,037		$21,037
40	AIRPORT IMPROVEMENT PROJECTS	12,763	0	0	0	0	0	12,763		$12,763
42	1984 GROSS RECEIPTS TAX	3,461,622	1,659,501	0	4,669,978	(4,669,978)	0	451,145	217,173	$233,972
44	TRANSPORTATION FUND	8,661	2,825,684	1,818,669	160,620	1,658,049	4,492,394	0		$0
48	NEW MEXICO C.D.B.G.	0	170,512	0	0	0	0	170,512		$170,512

49	1986 GROSS RECEIPTS TAX	9,568,712	1,714,883	0	10,022,074	(10,022,074)	572,945	688,576	268,113	$420,463
50	PROPERTY ACQUISITION	76,821	0	0	0	0	0	76,821		$76,821
53	GENERAL OBLIGATION	770,189	1,040,227	0	0	0	1,034,106	776,310		$776,310
54	REVERSE OSMOSIS PROJECT RSV	0	3,933,649	6,339,072	0	6,339,072	9,584,885	687,836		$687,836
56	99 GRT FLOOD CONTROL BOND PROJ	230,842	1,254	3,787,666	0	3,787,666	4,019,762	(0)		($0)
59	REVENUE BOND P & I FUND	151,687	334	3,768,928	0	3,768,928	2,667,611	1,253,338		$1,253,338
61	MUNICIPAL INFRASTRUCTURE .0625%	561,853	391,535	0	831,557	(831,557)	0	121,831		$121,831
	Revision #7	0	0	0	26,961	(26,961)	0	(26,961)		($26,961)
	Total Revised Fund 61	**561,853**	**391,535**	**0**	**858,518**	**(858,518)**	**0**	**94,870**	**0**	**94,870**
63	COMMUNITY DEVELOPMENT	0	75,690	427,916	52,897	375,019	382,163	68,546		$68,546
	Revision #1	0	0	0	0	0	(130)	130		$130
	Total Revised Fund 63	**0**	**75,690**	**427,916**	**52,897**	**375,019**	**382,033**	**68,676**	**0**	**68,676**
69	1994 GROSS RECEIPTS	2,158,582	1,642,017	0	3,573,853	(3,573,853)	0	226,746	226,408	$338
71	ALAMO SENIOR CENTER	430	766,923	482,729	0	482,729	1,245,082	5,000		$5,000
	Revision #20	0	3,550	0	0	0	3,550	0		$0
	Total Revised Fund 71	**430**	**770,473**	**482,729**	**0**	**482,729**	**1,248,632**	**5,000**	**0**	**5,000**
74	ALAMO SENIOR CENTER GIFT	86,101	28,951	0	754	(754)	48,778	65,520		$65,520
75	RETIRED & SENIOR VOL. PROGRAM	100	249,393	36,566	19,593	16,973	261,466	5,000		$5,000
81	WATER/SEWER OPERATING	13,980,988	14,515,467	2,630,181	2,096,435	533,746	26,577,161	2,453,040	988,773	$1,464,267
	Revision #17	0	0	250,000	0	250,000	500,000	(250,000)		($250,000)
	Total Revised Fund 81	**13,980,988**	**14,515,467**	**2,880,181**	**2,096,435**	**783,746**	**27,077,161**	**2,203,040**	**988,773**	**1,214,267**
82	98 JT WATER/SEWER BOND P&I	1,199,542	14,714	2,007,217	0	2,007,217	1,932,478	1,288,995	1,288,995	($0)
86	SOLID WASTE COLLECTION SYS.	471,060	2,063,153	110,000	126,980	(16,980)	2,031,540	485,693	320,293	$165,400
	Revision #1	0	0	0	0	0	(570)	570		$570
	Revision #6	0	0	0	0	0	3,000	(3,000)		($3,000)
	Total Revised Fund 86	**471,060**	**2,063,153**	**110,000**	**126,980**	**(16,980)**	**2,033,970**	**483,263**	**320,293**	**162,970**
88	BONITO CAMPGROUND	311,255	66,694	0	0	0	2,714	375,235		$375,235
	Revision #14	0	0	0	0	0	(2,714)	2,714		$2,714
	Total Revised Fund 88	**311,255**	**66,694**	**0**	**0**	**0**	**0**	**377,949**	**0**	**377,949**
89	ESGRT .0625%	2,062,446	399,387	0	125,000	(125,000)	312,538	2,024,295	230,180	$1,794,115
	Revision #17	0	0	0	250,000	(250,000)	0	(250,000)		($250,000)
	Total Revised Fund 89	**2,062,446**	**399,387**	**0**	**375,000**	**(375,000)**	**312,538**	**1,774,295**	**230,180**	**1,544,115**
90	GOLF COURSE	0	1,422,400	245,313	51,151	194,162	1,611,562	5,000		$5,000
91	AIRPORT	113,788	340,780	261,371	33,625	227,746	612,419	69,895	35,858	$34,037
	Revision #7	0	512,259	26,961	0	26,961	539,220	0		$0
	Total Revised Fund 91	**113,788**	**853,039**	**288,332**	**33,625**	**254,707**	**1,151,639**	**69,895**	**35,858**	**34,037**
94	OTERO GREENTREE REG LANDFILL	4,617,378	1,212,861	0	1,720	(1,720)	3,325,908	2,502,611	1,558,302	$944,309
96	SELF-INSURED FUND	480,308	67,515	0	0	0	56,413	491,410		$491,410
98	PAYROLL CLEARING	207,283	0	0	0	0	0	207,283		$207,283
104	UTILITY DEPOSITS	729,273	0	0	0	0	0	729,273		$729,273
105	ECONOMIC DEVELOPMENT	6,956,909	914,557	0	0	0	737,246	7,134,220		$7,134,220
	Revision #11	0	0	0	500,000	(500,000)	0	(500,000)		($500,000)
	Revision #12	0	0	0	0	0	1,500,000	(1,500,000)		($1,500,000)
	Total Revised Fund 105	**6,956,909**	**914,557**	**0**	**500,000**	**(500,000)**	**2,237,246**	**5,134,220**	**0**	**5,134,220**
107	SELF INSURED/LIABILITY	1,057,436	4,865	140,640	0	140,640	190,000	1,012,941		$1,012,941
	Revision #8	0	0	0	0	0	100,000	(100,000)		($100,000)
	Revision #13	0	0	0	0	0	200,000	(200,000)		($200,000)
	Total Revised Fund 107	**1,057,436**	**4,865**	**140,640**	**0**	**140,640**	**490,000**	**712,941**	**0**	**712,941**
109	2004 GRT CAPITAL OUTLAY	11,924,451	3,351,562	0	1,122,820	(1,122,820)	12,117,379	2,035,814	559,361	$1,476,453
113	2009 G.O. BOND ACQ FUND	7,704	0	0	0	0	0	7,704		$7,704
114	SIDEWALKS REVOLVING LOANS	134,786	1,465	0	0	0	32,360	103,891		$103,891
115	CORP ESCROW ACCOUNT RESERVE	2,000,000	0	0	0	0	0	2,000,000		$2,000,000
116	REG WATER SUPPLY TRANS LN	2,886	0	0	0	0	0	2,886		$2,886
117	2011 JT W/S REF/IMP REVBD	7,053	0	0	0	0	0	7,053		$7,053
119	2012 GRT REF/IMP REVBD	3,239,079	21,970	0	0	0	3,108,082	152,967		$152,967
121	2015 GO BONDS-FUN CENTER	3,214,127	64,297	0	0	0	3,161,121	117,303		$117,303

122	2015 GO BONDS-STREETS	2,098,043	37,178	0	0	0	1,964,484	170,737		$170,737
901	HOUSING LOW RENT OPERATING	976,110	831,551	0	0	0	953,822	853,839	197,289	$656,550
903	HOUSING HOMEOWNERSHIP OPER	763,810	45,887	0	0	0	97,830	711,867	5,339	$706,528
904	HOUSING CAPITAL FUND PROJECTS	0	290,016	0	0	0	290,016	0		$0
	TOTALS FY2018	**84,954,018**	**60,686,474**	**31,283,767**	**31,283,767**	**0**	**112,230,864**	**33,411,952**	**11,055,773**	**38,633,287**
	Prior Resolution	84,954,018	60,125,978	30,371,238	30,371,238	0	108,589,174	36,493,146		
3	Preliminary FY18 Budget 2017-26	(0)	560,496	912,529	912,529	0	3,641,690	(3,081,194)		

Resolution # 2017-26 September 26, 2017

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT

REVISION #1

Budget Revision is requested to increase expenditures for the two new employees (Communication/Marketing and Paralegal 1) Assistant City Manager and Assistant City Attorney to cover needed computer equipment of a CPU, Monitors, Printer, Scanner, Phone Service, cell phone and Digital Camera. Phone lines are coming from available phone lines from other funds. Funds have been added for office supplies and travel. Funds are requested from fund balance.

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	11	**GENERAL FUND**				
		Expenditures				
Non-Recurring		011-1301-413.50-22	Computer Hardware	0	**3,936**	3,936
		011-1301-413.30-40	Office Supplies	1,000	**350**	1,350
		011-1301-413.47-40	Phone Service & Maintenance	1,250	**130**	1,380
		011-1301-413.47-41	Cellular Phone Service	1,250	**550**	1,800
		011-1301-413.56-05	Training, Travel & Conferences	3,500	**3,000**	6,500
		011-1501-415.50-22	Computer Hardware	0	**750**	750
		011-1501-415.47-40	Phone Service & Maintenance	1,125	**130**	1,255
		011-4004-420.47-40	Phone Service & Maintenance	22,126	**570**	22,696
			Total Expenditures	30,251	**9,416**	39,667
	20	**LODGERS TAX-CITY'S**				
		Expenditures				
		020-0006-454.47-40	Phone Service & Maintenance	2,817	**(130)**	2,687
	63	**ENGINEERING**				
		Expenditures				
		063-5005-419.47-40	Phone Service & Maintenance	3,237	**(130)**	3,107
	86	**SOLID WASTE COLLECTION SYS.**				
		Expenditures				
		086-1003-434.47-40	Phone Service & Maintenance	1,553	**(570)**	983

REVISION #2

Budget Revision is requested to increase expenditures to correctly budget the amount of the Fund 49 (86 GRT) transferred to the General Fund. The amount of the transfer changed in May before the Commission Meeting and did not get increased on the expenditure side. Funds are requested from fund balance.

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	11	**GENERAL FUND**				
		Expenditures				
Non-Recurring	**GF1801**	011-2400-419.57-72	GRT Rededication	566,567	**80,938**	647,505

REVISION #3

Budget Revision is requested to increase expenditures for the canine program. The entire amount that needed to be carried over was missed and budgeted to donations received. Funds are requested from fund balance.

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	11	**GENERAL FUND**				
		Expenditures				
Non-Recurring	**APDK91**	011-4104-420.57-39	Animal Expense/Canine Program	2,375	**5,862**	8,237

REVISION #4

Budget Revision is requested to increase expenditures to cover the increase in the new contract for janitorial services.

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	12	**INTERNAL SERVICES**				
		Expenditures				
Non-Recurring		012-1602-415.57-29	Janitorial Services	28,400	**4,415**	32,815

REVISION #5

Budget Revision is requested to increase revenues for Project LI1701 (State GO Bond 2017). This remainder of the grant revenue not received was not carried over although the expenditures were carried over.

Non-Recurring	**32**	**COMMUNITY SERVICES**				
		Revenues				
	LI1701	032-7101-317.16-13	Grants/State Grant	0	**42,687**	42,687

REVISION #6

Budget Revision is requested to increase expenditures due to the City wide cleanup process undertaken by Fire/Code services which has increased the solid waste numbers considerably. Because of the very tight budget and staff at he Collections Center the extra Container runs to the Landfill for this cleanup causing extra overtime. Funds are requested from fund balance.

	86	**SOLID WASTE COLLECTION SYSTEM**				
		Expenditures				
Non-Recurring		086-1003-434-20-04	Overtime	3,500	**3,000**	6,500

REVISION #7

Budget Revision is requested to increase revenue and expenditures for the FAA Grant received to construct a 20 foot asphalt shoulder. Funds are requested from Fund 61 for the City match.

	61	**MUNICIPAL INFRASTRUCTURE .0625%**				
		Transfers Out				
Non-Recurring		061-0000-491.18-91	Transfer to (91) Airport	200,000	**26,961**	226,961
	91	**MUNICIPAL INFRASTRUCTURE .0625%**				
		Revenues				
Non-Recurring	**AP1802**	091-0000-317.16-13	State Grant	0	**26,961**	26,961
	AP1802	091-0000-317.16-73	Federal Grant	0	**485,298**	485,298
			Total Revenue	0	**512,259**	512,259
		Transfers In				
	AP1802	091-0000-391.16-61	Transfer fr (61) 91GRT	200,000	**26,961**	226,961
		Expenditures				
	AP1802	091-0006-459.60-00	Capital Outlay	0	**539,220**	539,220

REVISION #8

Budget Revision is requested to increase expenditures to needed to pay for a settlement to the NM Self Insured Fund for the 2006 Flood Lawsuit. The $100,000 payment must come from Funds balance of Fund 107.

	107	**SELF INSURED/LIABILITY**				
		Expenditures				
Non-Recurring		107-2400-419.58-14	Ins Prem/Self Paid Claims	75,000	**100,000**	175,000

REVISION #9

Budget Revision is requested to increase revenue and expenditures for sponsorship appropriations for FY18. The Recreation Center received in revenue $9,753 for selling scrap in FY17 which was to go for sponsorship appropriations. The department missed getting this on their carryovers since the expenditures were not attached to the project. Funds are requested from the General Fund balance.

	11	**GENERAL FUND**				
		Transfers Out				
Non-Recurring		011-0000-491.18-32	Transfer to (32) Comm Serv	3,909,626	**9,753**	3,919,379
	32	**COMMUNITY SERVICES**				
		Transfers In				
Non-Recurring	**CS2029**	032-0000-391.19-11	Transfer fr (11) General Fund	3,909,626	**9,753**	3,919,379
		Revenues				
	CS2029	032-6106-314.13-36	Donations	0	**2,000**	2,000
		Expenditures				
	CS2029	032-6106-450.57-45	AFRC Sponsorship	2,319	**9,753**	12,072
	CS2029	032-6106-450.57-45	AFRC Sponsorship	12,070	**2,000**	14,070
			Total Expenditures	14,389	**11,753**	26,142

REVISION #10

Budget Revision is requested to decrease expenditures to close project CS2027 (Pool Heater) and move the funds to a new project PW1806 (Pool Doors) under Facility Maintenance who now has responsibility for the pool.

	12	**INTERNAL SERVICES**				
		Expenditures				
Non-Recurring	**PW1806**	012-3303-419.45-05	Pool Mechanical Equip & Maint	0	**1,578**	1,578
	32	**COMMUNITY SERVICES**				
		Expenditures				
	CS2027	032-6106-450.44-75	Rec Structures & Equip	402	**(402)**	0
	CS2027	032-6106-450.45-05	Pool Mechanical Equip & Maint	1,176	**(1,176)**	0
			Total Expenditures	1,578	**(1,578)**	0

REVISION #11

Budget Revision is requested to transfer Economic Development investment interest from fund balance of Fund 105 to Fund 11 for the contract services with DTVC management company for Basin Lanes. ED1802 DTVC is a new project.

	11	**GENERAL FUND**				
		Transfers in				
Non-Recurring	**ED1802**	011-0000-391.91-05	Transfer fr (105) Econ Development	0	**500,000**	500,000
		Expenditures				
	ED1802	011-2400-419.57-34	Contract Services	0	**500,000**	500,000
	105	**ECONOMIC DEVELOPMENT FUND**				
		Transfers Out				
		105-0000-491.18-11	Transfer to (11) General Fund	0	**500,000**	500,000

REVISION #12

Budget Revision is requested to increase expenditures to setup the capital expense for Economic Development project ED1803 Basin Lanes. The expense must come from fund balance of Fund 105.

	105	**ECONOMIC DEVELOPMENT FUND**				
		Expenditures				
Non-Recurring	**ED1803**	105-0407-450.60-00	Capital Outlay	0	**1,500,000**	1,500,000

REVISION #13

Budget Revision is requested to increase expenditures to setup the capital expense for pending litigation. Funds are requested from fund balance.

	105	**ECONOMIC DEVELOPMENT FUND**				
		Expenditures				
Non-Recurring	**SI1801**	107-2400-419.58-14	Self-Paid Claims	0	**200,000**	200,000

REVISION #14

Budget Revision is requested to decrease expenditures to close project CS1602 (Bonito Lake Watershed). No further expenditures will be reimbursed.

	88	**BONITO CAMPGROUND**				
		Expenditures				
Non-Recurring	**CS1602**	088-0003-461.57-34	Contract Services	2,714	**(2,714)**	0

REVISION #15

Budget Revision is requested to increase expenditures for the Recreation Center Locker Room Renovations construction award. Funds will come from the General Fund until the natatorium funding has been re-dedicated and those funds allocated to this project. The transfer will be reversed when the funds are available.

	11	**GENERAL FUND**				
		Transfers Out				
Non-Recurring		011-0000-491.18-32	Transfer to (32) Comm Srvs	3,909,626	**122,735**	4,032,361
	32	**COMMUNITY SERVICES**				
		Transfers In				
	EN1607	032-0000-391.19-11	Transfer fr (11) General Fund	0	**122,735**	122,735
		Expenditures				
	EN1607	032-6199-990.63-91	Building Improvements	229,794	**167,000**	396,794

REVISION #16

Budget Revision is requested to increase expenditures for the performance management module from Neogov. The City is already contracted with Neogov for their recruitment software. The first year, the costs include $12,000 for the subscription license, $2,500 for setup and implementation, and $2,500 for training. Funds are requested from fund balance.

	12	**INTERNAL SERVICES**				
		Expenditures				
Non-Recurring		012-1701-415.44-06	Software Support Fees	6,000	**17,000**	23,000

REVISION #17

Budget Revision is requested to increase expenditures and reallocated projects for the Bonito Lake Restoration project based on the bids received. Funding will be requested to restore budgets to projects Rehab Lower Alamo GSR and 14' Pivot Trans Line in the FY19 budget cycle.

	81	**WATER/SEWER OPR**				
		Transfers In				
	PW1501	081-0000-391.19-89	Transfer fr (89) ESGRT	0	**250,000**	250,000
Non-Recurring		*Expenditures*				
	PW1501	081-0008-461.60-79	Bonito Lake Restoration	8,549,425	**500,000**	9,049,425
	PW1705	081-9399-990.68-99	ICIP/14" Pivot Trans line	428,518	**(370,000)**	58,518
	PW1802	081-9399-990.68-99	ICIP/Rehab Lower GSR	811,000	**(800,000)**	11,000
	PW1501	081-0008-461.60-79	Bonito Lake Restoration	8,549,425	**1,170,000**	9,719,425
			Total Expenditures	18,338,368	**500,000**	18,838,368
	89	**ESGRT .0625%**				
Non-Recurring		*Transfers Out*				
	PW1501	089-0000-491.18-81	Transfer to (81) Water/Sewer	15,000	**250,000**	265,000

REVISION #18

Budget Revision is requested to increase expenditures for scrap money received in FY17 that was not carried over. Department did not realize they needed to carry the funds over. Funds are requested from the General Fund.

11	**GENERAL FUND**				
	Transfers Out				
	011-0000-491.18-12	Transfer to (12) Internal Service	1,654,038	**3,080**	1,657,118
12	**INTERNAL SERVICES**				
	Transfers In				
CERFAC	012-0000-391.19-11	Transfer fr (11) General Fund	1,654,038	**3,080**	1,657,118
	Expenditures				
CERFAC	012-3303-419.61-60	Capital Equipment	10,404	**3,080**	13,484

REVISION #19

Budget Revision is requested to increase expenditures for an increase in Property Insurance. Funds requested from fund balance.

11	**GENERAL FUND**				
	Expenditures				
	011-2001-411.58-07	Commercial Property Insurance	130	**5**	135
	011-3804-429.58-07	Commercial Property Insurance	579	**17**	596
		Total Expenditures	709	**22**	731
12	**INTERNAL SERVICES**				
	Expenditures				
	012-2400-419.58-01	General Liability	64,869	**(22)**	64,847

REVISION #20

Budget Revision is requested to increase revenues and expenditures for the additional funds received from Otero County.

71	**SENIOR CENTER**				
	Revenues				
	071-0000-317.16-31	Grants/Otero County	51,000	**(51,000)**	0
SCCO18	071-0000-317.16-31	Commercial Property Insurance	579	**54,550**	55,129
			51,579	**3,550**	55,129
	Expenditures				
	071-8024-445.32-75	Consumable Supplies	5,200	**(5,000)**	200
SCCO18	071-8024-445.32-75	Consumable Supplies	0	**8,550**	8,550
		Total Expenditures	5,200	**3,550**	8,750

REVENUES ON RESOLUTION

ITEM #	AMOUNT	TYPE
5	42,687	State GO Bond-Library
7	512,259	FAA Grant -Asphalt Shoulder
9	2,000	Potential Donations
20	3,550	Otero Couty Grant
	560,496	

EXPENDITURES ON RESOLUTION

ITEM #	AMOUNT	TYPE
1	9,416	Computer Hardware, Supplies, Travel & Phone Service
1	(130)	Move phone lines
1	(130)	Move phone lines
1	(570)	Move phone lines
2	80,938	Correct 49 Expenditure line
3	5,862	Canine Program
4	4,415	Increase in Janitorial Contract
6	3,000	Overtime Solid Waste
7	539,220	FAA Grant Asphalt Shoulder
8	100,000	Settlement 2006 Flood Lawsuit
9	11,753	Recreation Center Sponsorship Appropriations
10	1,578	Pool Doors
10	(1,578)	Close Project CS2027
11	500,000	DTVC Contract Services
12	1,500,000	Capital Expense for Basin Lanes
13	200,000	Pending Litigation
14	(2,714)	Close Project CS1602
15	167,000	Recreation Center Locker Room
16	17,000	Neogov perfomance management module
17	500,000	Bonito Lake Restoration
18	3,080	Scrap Funds
20	3,550	Otero County Grant
	3,641,690	

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/20/2017 **Report No:** 5.

Submitted By: Sharon Rowe

Subject: Approve the agreement with Otero County for Alamogordo Public Library Services to County residents. *(Sharon Rowe, Library Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve award of $24,750 for library services to Otero County residents.

Background: This agreement is a MOU to provide library services to the residents of Otero County who are outside the Alamogordo city limits. Otero County will award $24,750 in FY18 in return for provision of such services.

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

1101 NEW YORK AVE.
ALAMOGORDO, NM 88310-8935

State of New Mexico
County of Otero

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

AGREEMENT
ALAMOGORDO LIBRARY SERVICES

THIS AGREEMENT REGARDING LIBRARY SERVICES is made and entered into this **1st day of July 2017**, hereinafter referred to as the "Agreement", is made by and between the Board of County Commissioners of Otero County, State of New Mexico (hereinafter referred to as **"COUNTY"**), and the City of Alamogordo, New Mexico, a New Mexico municipal corporation (hereinafter referred to as **"CITY"**) to witness the following:

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

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

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

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

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

I. TERM OF AGREEMENT:

The term of the Agreement begins on the **1st day of July 2017**, and shall terminate no later than the **30th day of June 2018**, or upon thirty (30) day written notice by either party to the other.

II. STATUS:

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

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

III. SCOPE OF WORK:

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

IV. COMPLIANCE WITH APPLICABLE LAW:

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

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

V. COMPENSATION AND BENEFITS:

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

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

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

C. Payments will be made in equal quarterly installments on October 1st, January 1st, April 1st, and June 15th. All payments shall be for services rendered to the date of payment and no advance payment may be made hereunder. On or before the date of the quarterly payment, the City shall furnish to the County a request for payment pursuant to this Agreement.

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

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

VI. GENERAL PROVISIONS:

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

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

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

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

IN WITNESS WHEREOF the parties have set their hand this 11th day of September, 2017.

ATTEST:

Denise Guerra

ROBYN HOLMES Chief Deputy
Otero County Clerk

(SEAL)

OTERO COUNTY, NEW MEXICO

PAMELA S. HELTNER
County Manager

ATTEST:

RACHEL HUGHES
City Clerk

CITY OF ALAMOGORDO
State of New Mexico

RICHARD BOSS
Mayor

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/20/2017 **Report No:** 6.

Submitted By: Britney Courtier

Subject: Approve the agreements with Otero County for Alamo Senior Center services to County residents. *(Veronica Ortega, Community Services Director)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve award of $60,550 for Senior Center services to Otero County residents.

Background: This agreement is a MOU to provide transportation, home-delivered meals, and RSVP services to the residents of Otero County who are outside of the Alamogordo city limits. Otero County will reward $60,550, an increase of $3,550. A budget revision has been submitted.

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

1101 NEW YORK AVE.
ALAMOGORDO, NM 88310-8935

State of New Mexico
County of Otero

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

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

THIS AGREEMENT is made and entered into this **1st day of July 2017**, by and between the Board of County Commissioners of Otero County, State of New Mexico, hereinafter referred to as "COUNTY," and the City of Alamogordo, New Mexico, hereinafter referred to as "CITY," to witness the following:

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

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

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

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

I. TERMS OF AGREEMENT:

The term of the Agreement begins on the **1st day of July 2017**, and shall terminate no later than the **30th day of June 2018**, or upon thirty (30) day written notice by either party to the other.

II STATUS:

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

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

III SCOPE OF WORK:

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

IV. COMPLIANCE WITH APPLICABLE LAW:

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

V. COMPENSATION AND BENEFITS:

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

B. The County agrees to contribute the amount of **$24,500.00** to assist with the transportation services for senior citizens who reside in the County.

C. Payments will be made in equal quarterly installments, on October 1st, January 1st, April 1st, and June 15th. All payments shall be for services rendered to the date of payment and no advance payment may be made hereunder. On or before the date of the payment, the City shall furnish to the County a request for payment pursuant to this Agreement.

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

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

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

VI. GENERAL PROVISIONS:

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

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

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

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

IN WITNESS WHEREOF the parties have set their hand this 11th day of September, 2017.

ATTEST:

Denise Guerra Chief Deputy

ROBYN HOLMES
Otero County Clerk

(SEAL)

OTERO COUNTY, NEW MEXICO

PAMELA S. HELTNER
County Manager

ATTEST:

RACHEL HUGHES
City Clerk

CITY OF ALAMOGORDO
State of New Mexico

RICHARD BOSS
Mayor

COMMISSION/ADMINISTRATION
(575) 437-7427
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1101 NEW YORK AVE.
ALAMOGORDO, NM 88310-8935

State of New Mexico

County of Otero

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

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

THIS AGREEMENT is made and entered into this **1st day of July, 2017**, by and between the Board of County Commissioners of Otero County, State of New Mexico, hereinafter referred to as **"COUNTY"**, and the City of Alamogordo, New Mexico, hereinafter referred to as **"CITY"**, to witness the following:

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

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

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

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

I. TERMS OF AGREEMENT:

The term of the Agreement begins on the **1st day of July 2017**, and shall terminate no later than the **30th day of June 2018**, or upon thirty (30) day written notice by either party to the other.

II. STATUS:

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

III. SCOPE OF WORK:

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

IV. COMPLIANCE WITH APPLICABLE LAW:

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

V. COMPENSATION AND BENEFITS:

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

payment may be made hereunder, with final payment submitted on or before June 15th. On or before the date of the quarterly payment, the Independent Contractor shall furnish to the County a statement reflecting all services rendered on behalf of the County, a report of the financial status, and the expenditures of funds. In addition, Independent Contractor shall submit an annual report by June 30th for presentation to the County Commission.

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

VI. GENERAL PROVISIONS:

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

IN WITNESS WHEREOF the parties have set their hand this 11th day of September, 2017.

OTERO COUNTY, NEW MEXICO

ATTEST:

Denise Guerra Chief Deputy

ROBYN HOLMES
Otero County Clerk

(SEAL)

PAMELA S. HELTNER
County Manager

CITY OF ALAMOGORDO, NEW MEXICO
a municipal corporation

ATTEST:

Rachel Hughes
City Clerk

RICHARD BOSS
Mayor

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

1101 NEW YORK AVE.
ALAMOGORDO, NM 88310-8935

State of New Mexico
County of Otero

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

THIS AGREEMENT regarding the Retired Senior Volunteer Program hereinafter referred to as "AGREEMENT", and is made and entered into this **1st day of July 2017**, by and between the Board of County Commissioners of Otero County, State of New Mexico hereinafter referred to as **"COUNTY"**), and the City of Alamogordo, New Mexico (hereinafter referred to as **"CITY"**).

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

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

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

I. TERM OF AGREEMENT:

The term of the Agreement shall be from the **1st day of July 2017**, and the last day of the Agreement shall be not later than the **30th day of June 2018**, unless this Agreement is terminated earlier by either of the parties.

II. STATUS:

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

III. SCOPE OF WORK:

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

IV. COMPLIANCE WITH APPLICABLE LAW:

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

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

V. COMPENSATION AND BENEFITS:

1. For the services rendered, County agrees to pay the City a certain budgeted amount. The parties acknowledge and agree that the County intends to fund this Agreement with monies received through the Payment In Lieu Of Tax Program of the United States Government, and that failure by the County to receive PILT Funds, or a reduction in the funding level for PILT will result in the County canceling this Agreement.
2. The County agrees to contribute the amount of **$6,000.00** to the City for funding the Retired Senior Volunteer Program (RSVP).
3. Payments will be made quarterly, on October 1st, January 1st, April 1st and June 30th. All payments shall be for services rendered to the date of request and no advance payment shall be made, with final payment submitted on or before June 15th. On or before the date of the quarterly payment, the City shall furnish to the County a statement, as well as a detailed accounting of payments made to volunteers to reimburse them for mileage expenses for travel between home and volunteer site. In addition, the City shall submit an annual accounting by June 30th for presentation to the County Commission.
4. The City agrees to use the sums received from the County toward the payment of reimbursing volunteers for mileage expenses

VI. GENERAL PROVISIONS:

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

IN WITNESS WHEREOF the parties hereto have set their hand this 11th day of September 2017.

OTERO COUNTY, NEW MEXICO

ATTEST:

Denise Guerra Chief Deputy

ROBYN HOLMES
Otero County Clerk

(SEAL)

PAMELA S. HELTNER
County Manager

CITY OF ALAMOGORDO, NEW MEXICO
a Municipal Corporation

ATTEST:

RACHEL HUGHES
City Clerk

(SEAL)

RICHARD BOSS
Mayor

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/20/2017 **Report No:** 7.

Submitted By: Julianne Hall

Subject: Consider, and act upon, Ordinance 1545 for first publication to authorize the issuance and sale of the City of Alamogordo, NM, General Obligation refunding bonds, Series 2017, in the aggregate principal amount of $5,175,000 for the purpose of defraying the cost of refunding, paying, discharging and liquidating the City of Alamogordo, NM General Obligation Bonds, Series 2009, etc. *(Chris Muirhead, Modrall Sperling Attorney)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1545 for first publication.

Background: This ordinance will be Authorizing the issuance and sale of the City of Alamogordo, NM, General Obligation refunding bonds, Series 2017, in the aggregate principal amount of $5,175,000 for the purpose of defraying the cost of refunding, paying, discharging and liquidating the City of Alamogordo, NM General Obligation Bonds, Series 2009; providing for the issuance and sale of the bonds; providing for the payment of such bonds from ad valorem property taxes levied on all taxable property within the city, levied without limit as to rate or amount; providing for the form, terms, and conditions of the bonds, the manner of their execution and the method of, and security for, payment; approving the sale of the bonds to the New Mexico Finance Authority and the form, execution and delivery of the bond purchase agreement; and providing for other details concerning the bonds.

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

The City Commission (the "Governing Body") of the City of Alamogordo, New Mexico, met in regular session in full conformity with the law and the rules and regulations of the Governing Body at Alamogordo Municipal Offices, 1376 East Ninth Street, Alamogordo, New Mexico, being the regular meeting place of the Governing Body, on the 24th day of October, 2017, at the hour of 6:30 p.m. Upon roll call, the following members were found to be present:

Present: ______________________________

____

____

____

____

____

____

____

Absent: ______________________________

Also Present: ______________________________

____

____

Thereupon, there was officially filed with the Clerk a copy of a proposed ordinance in final form.

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. 1545

AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ALAMOGORDO, NEW MEXICO, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017, IN THE AGGREGATE PRINCIPAL AMOUNT OF $5,175,000 FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING, PAYING, DISCHARGING AND LIQUIDATING THE CITY OF ALAMOGORDO, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2009; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM AD VALOREM PROPERTY TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION AND THE METHOD OF, AND SECURITY FOR, PAYMENT; APPROVING THE SALE OF THE BONDS TO THE ___________ AND THE FORM, EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

WHEREAS, the City Commission (the "Governing Body") of the City of Alamogordo, New Mexico (the "City") has determined and does hereby determine that the City of Alamogordo, New Mexico, General Obligation Refunding Bonds, Series 2017 (the "Series 2017 Bonds") shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Series 2017 Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Series 2017 Bonds; and

WHEREAS, the net effective interest rate on the Series 2017 Bonds is _____% which is not more than ten percent (10%) a year; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance and sale of the Series 2017 Bonds heretofore taken by the Governing Body and the officers of the City; and

WHEREAS, the City on August 19, 2009 issued the City of Alamogordo, New Mexico General Obligation Bonds, Series 2009 (the "Refunded Series 2009 Bonds"), in the original principal amount of $7,420,000, of which there is presently outstanding a principal amount of $5,675,000; and

WHEREAS, the Refunded Series 2009 Bonds maturing on and after August 1, 2020 are subject to redemption at the option of the City on and after August 1, 2019 at 100% of the principal amount then outstanding, plus accrued interest to the date of redemption; and

WHEREAS, the Governing Body has determined to advance refund and defease the Refunded Series 2009 Bonds from the proceeds of the Series 2017 Bonds herein authorized and from other legally available sources and to pay costs of issuance related to the refunding of the Refunded Series 2009 Bonds (collectively, the "Refunding Project"); and

WHEREAS, the Governing Body hereby determines that the issuance of the Series 2017 Bonds, under current market conditions, for the purpose of the Refunding Project will result in an over-all reduction of debt service payments to be made by the City from ad valorem property taxes, and will effect other savings and economies, all to the benefit of the City, and consequently will provide for the public health, safety and welfare of the City and its citizens; and

WHEREAS, the City will issue the Series 2017 Bonds only after receipt of the required approval of the Series 2017 Bonds by the Department of Finance and Administration of the State of New Mexico; and

WHEREAS, BOKF, NA, Albuquerque, New Mexico, as Escrow Agent, is a commercial bank having full trust powers and is a member of the Federal Deposit Insurance Corporation; and

WHEREAS, there has been presented to the Governing Body and there presently is on file with the City Clerk this Ordinance and the form of Escrow Agreement, which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body is authorized by Sections 6-15-11 through 6-15-22 NMSA 1978, as amended and supplemented, to issue refunding bonds for the purpose of refinancing and refunding the Refunded Series 2009 Bonds in the manner herein provided; and

WHEREAS, __________ (the "Purchaser") has offered and agreed to purchase the Series 2017 Bonds at a purchase price of $__________, representing the par amount of the Series 2017 Bonds of $__________, and has presented a Bond Purchase Agreement dated October 24, 2017 (the "Bond Purchase Agreement") to the Governing Body setting out the terms with respect to the purchase and sale of the Series 2017 Bonds for approval by the Governing Body in connection with adoption of this Ordinance; and

WHEREAS, all required authorizations, consents or approvals of any state, governmental body, agency or authority, in connection with the authorization, execution and delivery of the Series 2017 Bonds which are required to have been obtained by the date hereof have been obtained and which will be required to be obtained prior to the date of issuance of the Series 2017 Bonds, will have been obtained by such date; and

WHEREAS, the Governing Body has determined that it is in the best interest of the City to accept the offer of the Purchaser for the purchase of the Series 2017 Bonds.

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

Section 1. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the City and the officers of the City, directed toward the issuance of the Series 2017 Bonds for the Refunding Project and the sale of the Series 2017 Bonds to __________, as Purchaser, is ratified, approved and confirmed.

Section 2. The City shall use the proceeds of the Series 2017 Bonds (i) to fund the Escrow Agreement to defease the Refunded Series 2009 Bonds, and (ii) to pay costs of issuance in the amount set forth in a delivery certificate executed by the City and the Purchaser. The Refunding Project, the method of financing the Refunding Project and the execution and delivery of the Escrow Agreement are hereby authorized and ordered. The Refunding Project is for the benefit of the City.

Section 3. In order to provide funds for the purposes stated above, the Governing Body, on behalf of the City, and upon the full faith and credit thereof, shall issue the City's general obligation bonds maturing and bearing interest as follows:

Year Maturing (August 1)	**Principal Amount Maturing**	**Interest Rate**
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		

The Series 2017 Bonds shall be dated the date of issuance and delivery of the Series 2017 Bonds (the "Delivery Date"), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denominations of $100 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth above for the Series 2017 Bonds, payable to the registered owner thereof, or registered assigns, on August 1, 2018, and semiannually thereafter on February 1 and August 1 in each year in which the Series 2017 Bonds are outstanding and shall mature on August 1 of each year set forth above.

Series 2017 Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

The principal of and interest on the Series 2017 Bonds due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director, as "registrar/paying agent" (the "Registrar/Paying Agent") for the Series 2017 Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Series 2017 Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by such Series 2017 Bond until the principal thereof is paid in full. Payment of interest on the Series 2017 Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding an interest payment date. The person in whose name any Series 2017 Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Series 2017 Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Series 2017 Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Series 2017 Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Series 2017 Bonds are not subject to optional prior redemption prior to maturity.

Section 4. The Series 2017 Bonds shall constitute the general obligation indebtedness of the City, payable from general ad valorem taxes which shall be levied without limitation as to rate or amount. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Series 2017 Bonds.

Section 5. The Series 2017 Bonds shall bear the manual or facsimile signature of the Mayor of the City (the "Mayor") and shall be attested by the manual or facsimile signature of the City Clerk and shall bear the manual or facsimile seal of the City. The Series 2017 Bonds shall be authenticated by the manual signature of the Registrar/Paying Agent. The Series 2017 Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery of the Series 2017 Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Series 2017 Bonds shall have ceased to fill their respective offices. The Mayor and the Clerk shall, by the execution of a signature certificate pertaining to the Series 2017 Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Series 2017 Bonds; and, at the time of the execution of the signature certificate, the Mayor and the Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Series 2017 Bonds. The Mayor and Clerk, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Series 2017 Bonds.

No Series 2017 Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by the Registrar/Paying Agent.

Section 6.

A. Books for the registration and transfer of the Series 2017 Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the Governing Body as registrar and as paying agent for the Series 2017 Bonds. Upon the surrender for transfer of any Series 2017 Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Series 2017 Bond to be transferred in the name of the transferee or transferees a new Series 2017 Bond or Series 2017 Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Series 2017 Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Series 2017 Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Series 2017 Bond to be exchanged a Series 2017 Bond or Series 2017 Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Series 2017 Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Series 2017 Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. The person in whose name any Series 2017 Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of overdue interest as is provided in Section 2 hereof; and payment of or on account of either principal or interest on any Series 2017 Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Series 2017 Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Series 2017 Bond to the extent of the sum or sums so paid.

C. If any Series 2017 Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Series 2017 Bond or other proof of loss or destruction, proof of ownership, a surety bond in a face amount satisfactory to the Registrar/Paying Agent, payment of the cost of preparing and issuing the new Series 2017 Bond, and other such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Series 2017 Bond or Series 2017 Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Series 2017 Bond shall have matured, the Registrar/Paying Agent may pay such Series 2017 Bond in lieu of replacement.

D. The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Series 2017 Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

E. Whenever any Series 2017 Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Series 2017 Bond shall be promptly cancelled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

F. On the Delivery Date, the Series 2017 Bonds shall be delivered to the Purchaser. Notwithstanding any other provision herein, the Series 2017 Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with The Depository Trust Company of New York, New York ("Depository"), acting as securities depository for the Series 2017 Bonds. A single certificate for each maturity date of the Series 2017 Bonds issued in book-entry form will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Series 2017 Bonds in authorized denominations, with transfer of ownership effected on the books of the Depository and its participants ("Participants"). As a condition to delivery of the Series

2017 Bonds in book-entry form, the purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Series 2017 Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal and interest will be paid to the Depository or its nominee as the registered owner of the Series 2017 Bonds. The transfer of principal and interest payments to Participants will be the responsibility of the Depository; the transfer of principal and interest payments to the beneficial owners of the Series 2017 Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Depository, Participants or Indirect Participants.

If (i) the Series 2017 Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Series 2017 Bonds or (iii) the City determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the City or the Beneficial Owners, the City will either identify another similar depository to perform such functions or certificates for the Series 2017 Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Series 2017 Bonds and registration of those Series 2017 Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Series 2017 Bonds for all purposes. In that event, the City shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants and Beneficial Owners of the substitute Depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

Officers of the City are authorized to sign agreements with or letters to the Depository relating to the matters set forth in this Section.

Notwithstanding any other provision herein, so long as all of the Series 2017 Bonds are registered in the name of the Depository or its nominee, all payments of principal and interest on the Series 2017 Bonds, and all notices with respect to the Series 2017 Bonds, shall be made and given by the Registrar/Paying Agent or the City to the Depository as provided in this Bond Ordinance and by the Depository to its Participants or Indirect Participants and notices to the Beneficial Owners of the Series 2017 Bonds in the manner provided in an agreement or letter of the City to the Depository.

Section 7. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that such Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of Series 2017 Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having a shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than $10,000,000.

Section 8. Subject to the registration provisions hereof, the Series 2017 Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 9. The Series 2017 Bonds shall be in substantially the following form:

[Form of Bond]

$5,715,000
UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF ALAMOGORDO
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2017

Registered Owner:

Principal Amount: DOLLARS

INTEREST RATE	**MATURITY DATE**	**SERIES DATE**	**CUSIP**
% per annum	August 1, 20_	November 30, 2017	

The City Commission (the "Governing Body") of the City of Alamogordo, New Mexico (the "City"), on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on August 1, 2018, and thereafter on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director, as "registrar/paying agent" (the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by such Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding an Interest Payment Date. The person in whose name any

Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of $100 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of $5,715,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the City of Alamogordo, New Mexico, for the purpose of refunding and paying the City of Alamogordo General Obligation Bonds, Series 2009, under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 6-15-11through 6-15-22 NMSA1978, and acts amendatory and supplemental thereto), and pursuant to an ordinance of the Governing Body duly adopted and made a law of the City prior to the issuance of this bond (the "Bond Ordinance").

The Bonds are not subject to optional prior redemption prior to maturity.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal corporate trust office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond or other proof of loss or destruction, proof of ownership, a surety bond in a face amount satisfactory to the Registrar/Paying Agent, payment of the cost of preparing and issuing the new Bond, and such other evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Governing Body has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due.

This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the City Commission of the City of Alamogordo, New Mexico, constituting the governing board of the City, has caused the manual or facsimile of the seal of the City to be hereto affixed and this bond to be signed and executed with the manual or facsimile signature of the Mayor of the City, and attested with the manual or facsimile signature of the Clerk all as of the Series Date.

CITY OF ALAMOGORDO,
NEW MEXICO

[MANUAL or FACSIMILE SEAL]

By (Manual or Facsimile Signature)
Mayor

ATTEST:

By (Manual or Facsimile Signature)
Clerk

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and Registration:

City Finance Director, As Registrar/Paying Agent

By____________________________________

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto_______________________ whose social security or tax identification number is ___________________________, the within bond and irrevocably constitutes and appoints ________________________ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________________________

Signature Guaranteed: ____________________________________

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]

[End of Form of Bond]

Section 10. When the Series 2017 Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser. The funds realized from the sale of the Series 2017 Bonds shall be applied solely for the specified purpose for the Series 2017 Bonds (provided that any premium and accrued interest shall be used to pay principal of and interest on the Series 2017 Bonds), but the Purchaser of the Series 2017 Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 11. There shall be levied on all taxable property in the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Series 2017 Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Governing Body, to Otero County, New Mexico, as to the amount of taxes necessary to be levied for the purposes herein stated and such taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and county taxes are certified, levied and collected. Such taxes, when collected, shall be kept by the City in an interest and sinking fund, which is hereby created, to be to be used solely for the purpose of paying the principal of and interest on the Series 2017 Bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and legally available for that purpose, to the payment of the Series 2017 Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Series 2017 Bonds as the same become due or mature, then such interest or principal shall be paid from any funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 12. The Mayor, Clerk and other officers and employees of the City be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the entering into of a Bond Purchase Agreement with the Purchaser, the printing of the Series 2017 Bonds, the execution and delivery of the Escrow Agreement to the Escrow Agent, the execution of a continuing disclosure undertaking for the benefit of the Purchaser of the Series 2017 Bonds, the execution of letters and agreements with the

Depository, if necessary, the printing and execution of disclosure documents relating to the Series 2017 Bonds, if necessary, deposit of Series 2017 Bond proceeds necessary to defease the Refunded Series 2009 Bonds, and such certificates as may be required by the Purchaser or bond counsel relating to, among other things, the signing of the Series 2017 Bonds, the tenure and identity of City officials, the receipt of the purchase price of the Series 2017 Bonds from the Purchaser and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Series 2017 Bonds from gross income for federal income tax purposes.

Section 13. The City covenants that it will restrict the use of the proceeds of the Series 2017 Bonds in such manner and to such extent, if any, as may be necessary so that the Series 2017 Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Mayor, Clerk and any other officer and employee of the City having responsibility for the issuance of the Series 2017 Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Series 2017 Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Series 2017 Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Series 2017 Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Series 2017 Bonds to be and remain excludable from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that excludability, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Series 2017 Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor, Clerk and other appropriate officers and employees are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 14. The approval of the New Mexico Department of Finance and Administration as required by Section 6-15-11 NMSA 1978, as amended and supplemented from time to time, will be obtained prior to issuance and delivery of the Series 2017 Bonds to the Purchaser.

Section 15. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the City hereby covenants to the purchasers and the holders of the Series 2017 Bonds from time to time that the City will make no use of the proceeds of the Series 2017 Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Series 2017 Bonds which will cause the Series 2017 Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Series 2017 Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Series 2017 Bonds from time to time.

Section 16. The City has elected and does hereby declare its intent to defease the outstanding Refunded Series 2009 Bonds, issued pursuant to City Ordinance No. 1359 adopted on July 14, 2009, contemporaneously with the execution and delivery of the Series 2017 Bonds, and to redeem the Refunded Series 2009 Bonds on the first optional redemption date pursuant to the terms of the Escrow Agreement.

Section 17. To assist the Purchaser in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), at the time of delivery of the Series 2017 Bonds, the City will provide continuing disclosure to the Purchaser as the Purchaser may require, that shall include, but not be limited to: annual audits, operational data required by the Purchaser, and notification of any event deemed material by the Purchaser.

Section 18. After any of the Series 2017 Bonds have been issued, this Ordinance shall constitute a contract between the City and the holder or holders of the Series 2017 Bonds and shall be and remain irrepealable and unalterable until the Series 2017 Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 19. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 20. The following notice shall be published in substantially the following form one time in a newspaper having general circulation in the City as soon as is practicable after the adoption hereof.

[Form of Notice]

NOTICE OF ADOPTION OF ORDINANCE

NOTICE IS HEREBY GIVEN that the City Commission of the City of Alamogordo, New Mexico, did on the 24th day of October, 2017, adopt an ordinance entitled:

ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ALAMOGORDO, NEW MEXICO, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017, IN THE AGGREGATE

PRINCIPAL AMOUNT OF $5,175,000 FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING, PAYING, DISCHARGING AND LIQUIDATING THE CITY OF ALAMOGORDO, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2009; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM AD VALOREM PROPERTY TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION AND THE METHOD OF, AND SECURITY FOR, PAYMENT; APPROVING THE SALE OF THE BONDS TO THE ____________ AND THE FORM, EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

A summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this 24th day of October, 2017.

[End of Form of Notice]

Section 21. All ordinances, acts and resolutions in conflict with this Ordinance are hereby rescinded, annulled and repealed.

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF OCTOBER, 2017.

CITY OF ALAMOGORDO, NEW MEXICO

By________________________________
Mayor

[SEAL]

ATTEST:

By ____________________________
Clerk

Commissioner ______________ then moved adoption of the foregoing Ordinance, duly seconded by Commissioner ___________.

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

Those Voting Aye: ____

____

____

____

____

____

____

____

Those Voting Nay: ____

____

____

Those Absent: ____

____

____

_________(___) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Ordinance adopted, whereupon the Mayor and the Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

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

CITY OF ALAMOGORDO, NEW MEXICO

By ______________________________
Mayor

[SEAL]

ATTEST:

By______________________________
Clerk

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/20/2017 **Report No:** 8.

Submitted By: Nancy Beshaler

Subject: Consider, and act upon, the award of Public Works Bid No. 2017-012 to White Sands Construction, related to the Family Recreation Center Locker Room Renovations project, in an amount not to exceed $358,452.00, including NMGRT. *(Nancy Beshaler, Project Manager)*

Fiscal Impact: $358,452.00
Amount Budgeted: $392,356.00
Fund: 032-6199-990.63-91 (EN1607)

Additional Fiscal Impact: Availability of all necessary funding will be completed by Budget Resolution at this meeting.

Recommendation: Approve the award of Public Works Bid No. 2017-012 to White Sands Construction, related to the Family Recreation Center Locker Room Renovations project, in an amount not to exceed $358,452.00, including NMGRT.

Background: The project will construct upgrades to interior finishes including ceiling and floors, removal and replacement of lockers and benches, removal and replacement of all plumbing fixtures, removal and replacement of all electrical light fixtures, upgrades to receptacles, removal of existing evaporative and ventilation system and replace with new ventilation and roof-top split system heating and cooling system in the locker rooms at the Family Recreation Center.

Bids were open on August 17, 2017. There were three responsive bidders: White Sands Construction, National Construction, and Mevacon. White Sands Construction is the lowest bidder. The bid tabulation sheet is attached.

BID TABULATION
FAMILY RECREATION CENTER RENOVATIONS
LOCKER ROOMS
PUBLIC WORKS BID NO. 2017-012
August 17, 2017

ITEM	ESTIMATED QUANTITY		DESCRIPTION	White Sands Construction License 50235		National Construction License 30047		Mevacon License 376934	
				Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
1	1	LS	BASE BID	$ 313,600.00	**$ 313,600.00**	$ 328,900.00	**$ 328,900.00**	$ 387,310.60	**$ 387,310.60**
1	1	LS	WALL TILE BASE BID	$ -	**$ 18,300.00**	$ 29,000.00	**$ 29,000.00**	$ 19,634.81	**$ 19,634.81**
BASE BID PLUS WALL TILE BASE BID SUBTOTAL				**$ 331,900.00**		**$ 357,900.00**		**$ 406,945.41**	
NMGRT (8.0%)				**$ 26,552.00**		**$ 28,632.00**		**$ 32,555.63**	
TOTAL BASE BID with tax				**$ 358,452.00**		$ 386,532.00		$ 439,501.04	
			Preference	5% State	$ 16,595.00	5% State	$ 17,895.00	5% State	$ 20,347.27
			Bid With Preferences (for consideration of award only)		*$341,857.00*		*$368,637.00*		*$419,153.77*
				Budget	$ 225,356.00				
				Over Budget	*-$133,096.00*				
				White Sands Construction License 50235		National Construction License 30047		Mevacon License 376934	

BID TABULATION
FAMILY RECREATION CENTER RENOVATIONS
LOCKER ROOMS
PUBLIC WORKS BID NO. 2017-012
August 17, 2017

ITEM	ESTIMATED QUANTITY		DESCRIPTION	AVERAGES Unit Price	AVERAGES TOTAL AMOUNT
1	1	LS	BASE BID	##########	**$ 343,270.20**
				$ -	**$ -**
1	1	LS	WALL TILE BASE BID	$ 16,211.60	**$ 16,211.60**
BASE BID PLUS WALL TILE BASE BID SUBTOTAL				**$**	**359,481.80**
NMGRT (8.0%)				**$**	**28,758.54**
TOTAL BASE BID with tax				$	388,240.35
Preference					
Bid With Preferences (for consideration of award only)					
				AVERAGES	

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/22/2017 **Report No:** 9.

Submitted By: Bob Johnson

Subject: Consider, and act upon, award of Public Works Bid No. 2017-009 to Smithco Construction, Inc., related to the Bonito Lake Restoration project, in an amount not to exceed $8,648,362.50, including NMGRT. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: $8,648,362.50
Amount Budgeted: $10,219,425.00
Fund: 081-0008-461.60-79 PW1501

Additional Fiscal Impact:

Recommendation: Approve the award.

Background: The work will consist of dewatering and removal of approximately 247,000 cubic yards of sediment and debris, temporary flow diversion facilities, hauling, and off-site disposal.

The project was advertised on July 9 and 6, 2017. Bids were opened on September 7, 2016 at 2:00 p.m. with 4 (four) responsive bids received: Smithco Construction, Inc.; Weeminuche Construction Authority; James Hamilton Construction; and Bradbury Stamm Construction, Inc.

Please refer to the attached bid tabulation.

BID TABULATION
BONITO LAKE RESTORATION
PUBLIC WORKS BID NO. 2017-009
SEPTEMBER 7, 2017

BASE BID ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Smithco Construction, Inc.		Weeminuche Construction Authority		James Hamilton Construction Co.		Bradbury Stamm Construction, Inc.	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	1	LS	Mobilization/Demobilization	$2,000,000.00	$2,000,000.00	$300,000.00	$300,000.00	$1,000,000.00	$1,000,000.00	$540,000.00	$540,000.00	$1,500,000.00	$1,500,000.00
2	1	LS	Coffer Dam	$627,000.00	$627,000.00	$545,000.00	$545,000.00	$853,000.00	$853,000.00	$1,800,000.00	$1,800,000.00	$600,000.00	$600,000.00
3	3,600	LF	Flow Diversion Pipeline	$240.00	$864,000.00	$275.00	$990,000.00	$310.00	$1,116,000.00	$390.00	$1,404,000.00	$280.00	$1,008,000.00
4	247,000	CY	Excavation and Debris Removal	$24.00	$5,928,000.00	$25.00	$6,175,000.00	$30.30	$7,484,100.00	$33.00	$8,151,000.00	$38.00	$9,386,000.00
5	50	AC	Disposal Site Reseeding	$2,500.00	$125,000.00	$250.00	$12,500.00	$1,500.00	$75,000.00	$1,300.00	$65,000.00	$1,200.00	$60,000.00
6	1	ALW	Force Account Work Allowance	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
7	1	ALW	Inspection Testing Allowance	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
BASE BID					**$9,719,000.00**		**$8,197,500.00**		**$10,703,100.00**		**$12,135,000.00**		**$12,729,000.00**
NMGRT	5.50%				$534,545.00		$450,862.50		$588,670.50		$667,425.00		$700,095.00
TOTAL BASE BID					**$10,253,545.00**		**$8,648,362.50**		**$11,291,770.50**		**$12,802,425.00**		**$13,429,095.00**

ADD. ALT. ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Smithco Construction, Inc.		Weeminuche Construction Authority		James Hamilton Construction Co.		Bradbury Stamm Construction, Inc	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
A-1	334,000	CY	Additional Excavation and Debris Removal	$24.00	$8,016,000.00	$25.00	$8,350,000.00	$32.95	$11,005,300.00	$33.00	$11,022,000.00	$46.50	$15,531,000.00
A-2	1	LS	Dam Face Repairs	$350,000.00	$350,000.00	$725,000.00	$725,000.00	$469,500.00	$469,500.00	$780,000.00	$780,000.00	$670,000.00	$670,000.00
A-3	1	LS	Drain System Improvements	$350,000.00	$350,000.00	$395,000.00	$395,000.00	$237,100.00	$237,100.00	$482,000.00	$482,000.00	$350,000.00	$350,000.00
A-4	1,200	LF	CCTV Pipe Inspections	$13.00	$15,600.00	$21.00	$25,200.00	$6.00	$7,200.00	$10.00	$12,000.00	$12.00	$14,400.00
A-5	1	LS	Intake Tower Improvements	$139,000.00	$139,000.00	$470,000.00	$470,000.00	$251,000.00	$251,000.00	$602,000.00	$602,000.00	$450,000.00	$450,000.00
A-6	1	LS	Pedestrian Catwalk to Intake Tower	$272,000.00	$272,000.00	$400,000.00	$400,000.00	$192,000.00	$192,000.00	$470,000.00	$470,000.00	$300,000.00	$300,000.00
A-7	1	LS	Sedimentation Pond	$581,000.00	$581,000.00	$725,000.00	$725,000.00	$542,000.00	$542,000.00	$766,000.00	$766,000.00	$750,000.00	$750,000.00
BID ALTERNATES					**$9,723,600.00**		**$11,090,200.00**		**$12,704,100.00**		**$14,134,000.00**		**$18,065,400.00**
NMGRT	5.50%				$534,798.00		$609,961.00		$698,725.50		$777,370.00		$993,597.00
TOTAL BID ALTERNATES					**$10,258,398.00**		**$11,700,161.00**		**$13,402,825.50**		**$14,911,370.00**		**$19,058,997.00**

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/18/2017 **Report No:** 10.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon, a request from the Flickenger Center for installation of an additional Handicap Reserved Parking spot and sign in front of their property at 1110 New York Ave. *(Darron Williams, City Planner)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: Presentation by Darron Williams to consider and act upon an additional Handicap Parking spot for the Flickenger Center located at 1110 N. New York Ave.

City of Alamogordo

City Commission

Special Permit Case:
SP-2017-0008(A)

Darron Williams, City Planner
September 26, 2017

Case: SP-2017-0008(A)

Request:

The applicant is requesting a Handicap Reserved Parking sign be installed in front of their property at 1110 New York Ave.

Owner(s)/Applicant:

The Flickenger Center (Otero County)
Alamogordo, NM 88310

Case: SP-2017-0008(A)

Photos of the Location

Photo #1

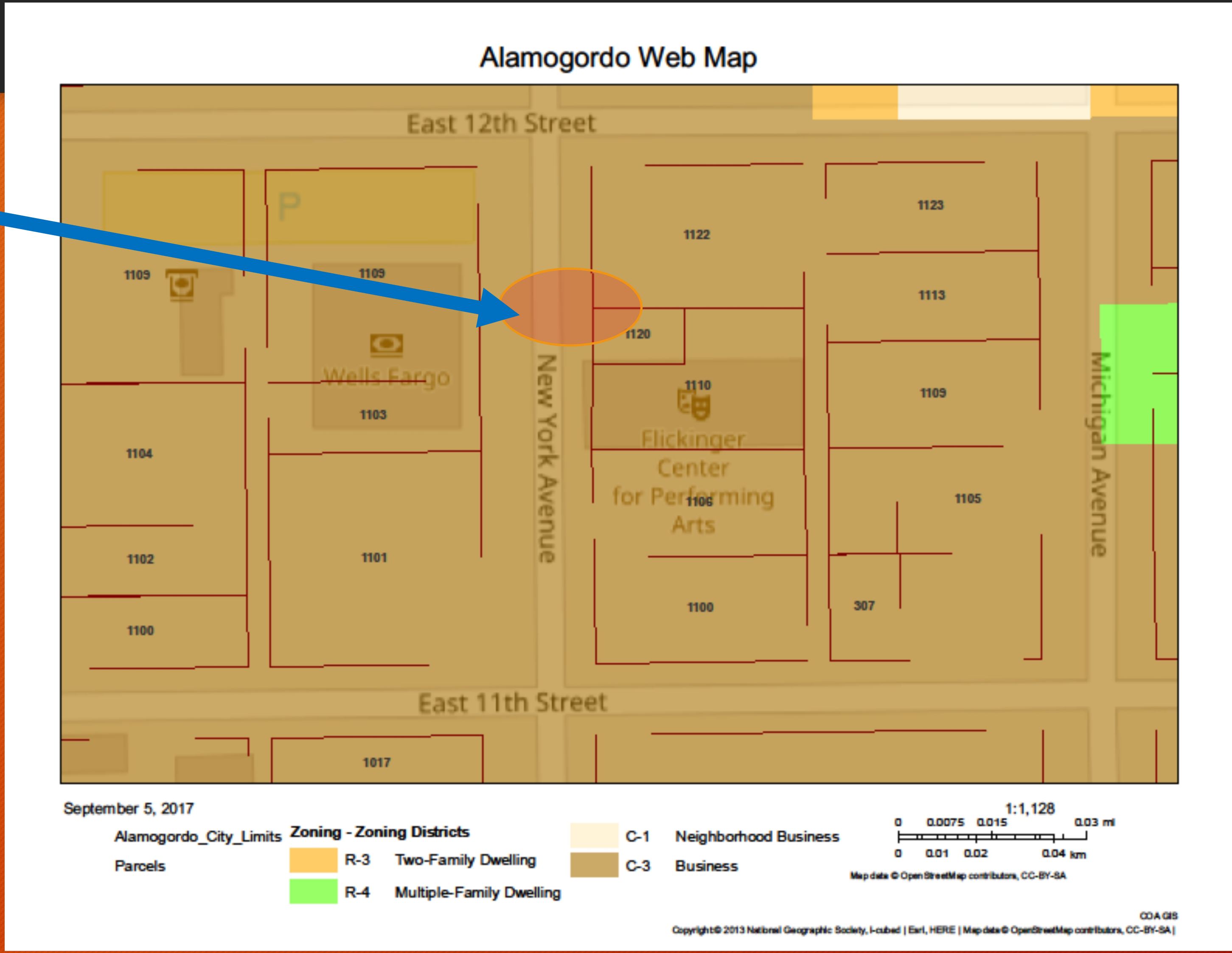
Photo #2

Case: SP-2017-0008(A)

Tonight's Case

Zoning Request Case Z-2017-0008(A)

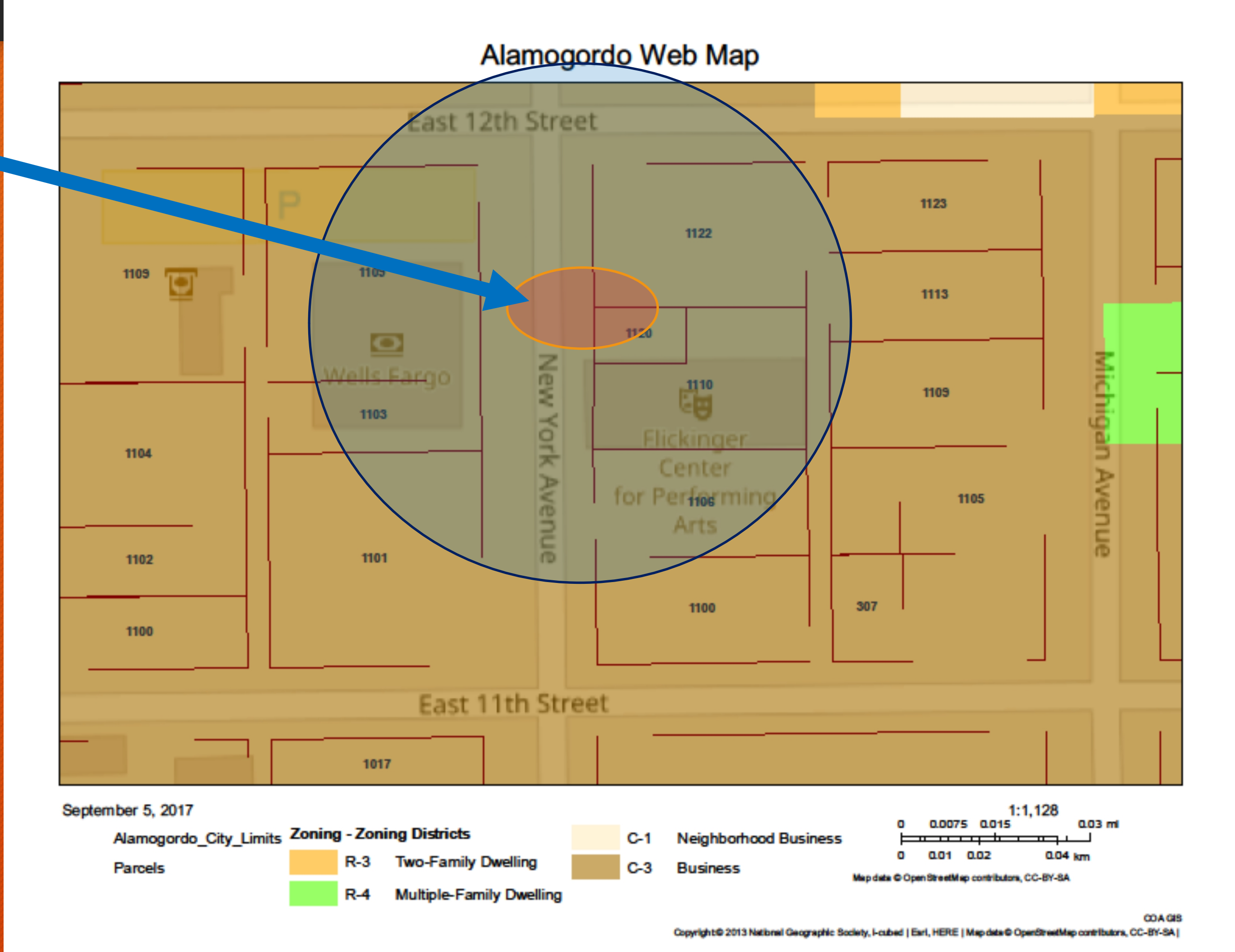
Tonight's Case



Case: SP-2017-0008(A)

Within 200ft contact radius

Tonight's Case



Case: SP-2017-0008(A)

Findings of Fact

- 1. The property is located within the 1100 block of New York Ave. within the C-3 Business; more specifically identified as Tax Parcel #01-01524.
- 2. The property is owned by Otero County but is operated by The Flickenger Center, a 501(c)3 Non-Profit Corporation.
- 3. The request is to install a new Handicap Parking sign at the indicated spot under COA municipal code 24-01-085.
- 4. The application was filed on July 13, 2017
- 5. A legal notice is not required.
- 6. Fourteen (14) letters were mailed by certified/return receipt to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property for which the parking spot is sought.
- 7. As of today there have been one letter returned undeliverable and no phone calls or letters of protest have been received from property owners within the two hundred feet radius of the proposed zoning.

Case: SP-2017-0008(A)

Staff Recommends:

Accept findings of fact and approve Case SP-2017-008(A) for installation of an additional Handicap Parking sign in compliance with ordinance 24-01-085.

JUL 14 2017
recpt #' 4421

RECEIVED
JUL 13 2017
CITY CLERK

CITY OF ALAMOGORDO

"COMMERCIAL MOBILITY DISABLED PARKING ONLY"

APPLICATION FOR SIGN

Name of Requestor: Flickinger Center for Performing Arts

Street Address: 1110 New York Ave.

Phone Number(s): 575-437-2202

Reason for Request: Adding a disability spot to the northside of the Flickinger Center for use by theater Patrons as well as guest to the rental property adjacent to the theater.

Alamogordo Code of Ordinances (24-01-085)
This application will be accompanied by a fee of $50.00 to defray the costs of investigating the application and giving notice to all property owners within a 200 foot radius of the requesting business.
I understand that if approved by the City Commission, I will then have to pay $100 for the price of the sign and that City crews will thereafter install the sign in front of my business. I further understand that the only vehicles allowed to park in this area will be those with a handicapped placard.

Keri Mack
Signature of Requestor

City Commission Meeting Date: ____________________

Action: _____APPROVED _______DENIED

Vote: ____________

cc: Director, Department of Public Works
Director, Department of Public Safety
Director, Department of Community Development

ORDINANCE NO. 1326

CREATING A NEW SECTION IN THE *CODE OF ORDINANCES* DEALING WITH CREATING PARKING SPACES FOR PERSONS WITH MOBILITY DISABILITIES UPON THE REQUEST OF CERTAIN BUSINESSES

WHEREAS, the governing body of the City of Alamogordo is charged with creating ordinances to provide for the health, welfare and safety of the citizens; and,

WHEREAS, access to businesses is an item of significant concern for persons with significant mobility disabilities; and,

WHEREAS, the City Commission of the City of Alamogordo, New Mexico deems it in the best interest of the citizens to make provisions for providing parking for persons with significant mobility disabilities at businesses which may lack an area to provide this type of parking.

BE IT THEREFORE ORDAINED BY THE CITY COMMISSION of the City of Alamogordo, New Mexico that the *Code of Ordinances* is amended to read as follows:

SECTION ONE

24-01-080. Residential parking restricted.

(a) Except when necessary to avoid conflict with other traffic, or in compliance with this section or the directions of a police officer or official traffic-control device, no person shall stop, stand or park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise or passengers, at any place where an official sign reads "Residential Parking Only," and along the curb within ten (10) feet of either side of such sign, unless given permission by the resident living directly behind the sign. Except upon the conditions listed in this section, it shall be unlawful to place a vehicle, occupied or not, along the curb within ten (10) feet of a "Designated Mobility Disabled Resident Parking Only" sign unless the vehicle has the requisite handicapped placard and the resident living directly behind the sign has given permission for the vehicle to occupy the space. A citation for violation of this section shall be written only upon complaint of such resident.

(b) The determination to post a residence with "Residential Parking Only" signs shall be made by the city commission, after good cause is shown by the applicant. Good cause must include the reasons why the applicant's residence contains inadequate parking to meet the needs of the applicant. No residence may be posted which is not within five hundred (500) feet of the property line of a public meeting place.

(c) A fee of one hundred dollars ($100.00) shall be paid to the city treasurer upon approval of each application.

(d) The determination to post a residence with "Designated Mobility Disabled Resident Parking Only" signs shall be made administratively by a designee of the city manager, after good cause is shown by the applicant. Good cause must include the reasons why the applicant's residence contains inadequate parking to meet the needs of the applicant.

(e) At the first meeting in January each year, city manager shall prepare a list of the locations of all "Residential Parking Only" signs and all "Designated Mobility Disability Resident Parking Only" signs in the city. The city manager shall recommend continuance or discontinuance of each location; if discontinuance is recommended, the resident(s) shall be notified by first class mail not less than seven (7) days before the meeting. The commission shall direct the discontinuance and removal of signs at any location deemed advisable.

(f) The city manager shall have the authority to direct the removal of "Residential Parking Only" or "Designated Mobility Disabled Resident Parking Only" signs at any location not identified on the list of such signs approved by the city commission.

(g) Existing signs with wording approved under previous versions of this ordinance remain effective and enforceable, but shall not be replaced except with signs containing the currently approved wording.
(Ord. No. 668, § 2, 11-22-83; Ord. No. 823, 7-9-91; Ord. No. 922, 9-12-94; rd. No. 1119, 6-12-01; Ord. No. 1211, 3-22-05)

SECTION TWO

24-01-085. Parking at businesses for persons with mobility disabilities.

(a) The determination to post the curb area adjacent to a business with "Parking Designated for Persons with Mobility Disability" signs shall be made by the city commission, after good cause is shown by the applicant. Good cause must include a statement that the applicant's business does not have off-street parking available or an off-street parking space that could be used for parking for persons with mobility disabilities.

(b) The application will be accompanied by an application fee of fifty dollars ($50) to defray the costs of investigating the application and giving notice in accordance with this ordinance.

(c) In determining whether or not to authorize a sign in accordance with this section, the commission will consider the likelihood that the parking space will serve more than on person and whether the need of the business for the space is likely to be on-going.

(d) Before an application to post a sign according to this section can be considered by the city commission, the planning division will give notice of the application to all property owners within a 200 foot radius of the requesting business at least ten days prior to the meeting.

(e) A fee of one hundred dollars ($100.00) for the sign shall be paid to the city treasurer upon approval of each application.

(f) The city commission will review signs placed in connection with this ordinance at the same time and in the same manner with which it reviews signs placed in accordance with section 24-01-080.

DONE this 22nd day of April, 2008.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: Steve Brockett
Steve Brockett, Mayor

ATTEST:

Reneé L. Cantin
Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

First publication approval: 3/25/08
First publication: 3/30/08
Final publication approval: 4/22/08
Final publication: 4/27/08
Effective date: 5/2/08

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/20/2017 **Report No:** 11.

Submitted By: Petria Schreiber

Subject: Consider, and act upon, sale of city property located in Lot 17, Block 84, Town of Alamogordo, to Mr. William C. Arnold for. $1,500. *(Petria Schreiber, City Attorney)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve sale of parcel to Mr. William C. Arnold.

Background: Mr. William C. Arnold approached city staff regarding purchasing this parcel of property. The property is located in Block 84, Lot 17, Town of Alamogordo and consists of 1,581 square feet.

Mr. Arnold requested the property be rezoned to C-3 Business. Planning & Zoning approved the rezoning at their April 27, 2017 meeting.

Staff requests approval to sell this parcel to Mr. William C. Arnold for the appraised value of $1,500.00.

APPRAISAL OF REAL PROPERTY

LOCATED AT:
Florida Ave
N 16' of the S 20' of Lot 17 Block 84 Town of Alamogordo (City of Alamogordo)
Alamogordo, NM 88310

FOR:
W. C. Arnold
P.O. Box 516
Cloudcroft, NM 88317

AS OF:
06/19/2017

BY:
John R Barber
Appraisals Incorporated
2527 Desert Hills Drive
Alamogordo, NM 88310

LAND APPRAISAL REPORT

File No.: floidalot floidalot

SUBJECT

Property Address: Florida Ave | City: Alamogordo | State: NM | Zip Code: 88310

County: Otero | Legal Description: N 16' of the S 20' of Lot 17 Block 84 Town of Alamogordo (City of Alamogordo)

Assessor's Parcel #: Unknown | Tax Year: 2017 | R.E. Taxes: $ 0 | Special Assessments: $ 0

Market Area Name: Alamogordo | Map Reference: 10460 | Census Tract: 0002.00

Current Owner of Record: City of Alamogordo | Borrower (if applicable): None

Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe) | HOA: $ ☐ per year ☐ per month

Are there any existing improvements to the property? ☒ No ☐ Yes | If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☒ Vacant ☐ Not habitable

If Yes, give a brief description:

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)

This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)

Intended Use: Estimate market value.

Intended User(s) (by name or type): W. C. Arnold and City of Alamogordo

Client: W. C. Arnold | Address: P.O. Box 516, Cloudcroft, NM 88317

Appraiser: John R Barber | Address: 2527 Desert Hills Drive, Alamogordo, NM 88310

MARKET AREA DESCRIPTION

Characteristics			
Location:	☒ Urban	☐ Suburban	☐ Rural
Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%
Growth rate:	☐ Rapid	☒ Stable	☐ Slow
Property values:	☐ Increasing	☒ Stable	☐ Declining
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply
Marketing time:	☐ Under 3 Mos.	☒ 3-6 Mos.	☐ Over 6 Mos.

Predominant Occupancy	One-Unit Housing PRICE $(000)		AGE (yrs)
☒ Owner			
☐ Tenant	45	Low	35
☒ Vacant (0-5%)	150	High	75
☐ Vacant (>5%)	85	Pred	50

Present Land Use	
One-Unit	92 %
2-4 Unit	5 %
Multi-Unit	0 %
Comm'l	2 %
Vacant	1 %
	%

Change in Land Use: ☒ Not Likely ☐ Likely * ☐ In Process *
* To:

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A
Employment Stability	☐	☒	☐	☐	☐
Convenience to Employment	☐	☒	☐	☐	☐
Convenience to Shopping	☐	☒	☐	☐	☐
Convenience to Schools	☐	☒	☐	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐	☐
Recreational Facilities	☐	☒	☐	☐	☐
Adequacy of Utilities	☐	☒	☐	☐	☐
Property Compatibility	☐	☒	☐	☐	☐
Protection from Detrimental Conditions	☐	☒	☐	☐	☐
Police and Fire Protection	☐	☒	☐	☐	☐
General Appearance of Properties	☐	☒	☐	☐	☐
Appeal to Market	☐	☒	☐	☐	☐

Market Area Comments: Neighborhood boundaries are considered to be south-Tenth Street, west-White Sands Boulevard, north-Indian Wells Road, east-Washington Avenue. Typical residential area with fringe commercial. This neighborhood is centrally located in the. No unfavorable factors were observed. This area includes a portion of the original town site of Alamogordo. Employment centers, recreation, shopping, schools, and other necessary supporting facilities are in close proximity to this area. General market conditions are stable with three to six months average marketing time. There is no evidence of excessive financing concessions. Listing to sales price ratio is 92%. This data was derived from MLS and internal files.

SITE DESCRIPTION

Dimensions: Approximately 16.0 x 97.58 x 16.0 x 100.00 | Site Area: 1,581 Sq.Ft.

Zoning Classification: R-4 | Description: Multiple Family Dwelling

Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements

Uses allowed under current zoning: Refer to zoning ordinance at the City of Alamogordo website.

Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown | Have the documents been reviewed? ☐ Yes ☒ No | Ground Rent (if applicable) $ /

Comments:

Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) Vacant lot

Actual Use as of Effective Date: Vacant lot | Use as appraised in this report: Vacant lot

Summary of Highest & Best Use: Highest and best use is to be joined with a neighboring lot. The subject is insufficient in size to be developed.

Utilities	Public	Other	Provider/Description
Electricity	☒	☐	PNM
Gas	☒	☐	Gas Co of NM
Water	☒	☐	City of Alamogordo
Sanitary Sewer	☒	☐	City of Alamogordo
Storm Sewer	☐	☐	None
Telephone	☐	☐	Unknown
Multimedia	☐	☐	Unknown

Off-site Improvements	Type	Public	Private
Street	Asphalt	☒	☐
Width	78'		
Surface	Asphalt		
Curb/Gutter	Concrete	☒	☐
Sidewalk	Concrete	☒	☐
Street Lights	Yes	☒	☐
Alley	Yes	☒	☐

Frontage	16'
Topography	Average
Size	Very small
Shape	Rectangular
Drainage	Average
View	Average

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)

FEMA Spec'l Flood Hazard Area ☒ Yes ☐ No | FEMA Flood Zone AH | FEMA Map # 35035C0939D | FEMA Map Date 12/17/2010

Site Comments: No adverse easements or encroachments were observed. Title documents, surveys or restrictive covenants were not provided or checked. The records of the county clerk and survey were not provided or checked for recorded easements and I have reported only apparent easements, encroachments and other apparent adverse conditions. There are no readily observable adverse environmental conditions that would impact the value of the property.

LAND APPRAISAL REPORT

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): ABOR, New Mexico is a non disclosure state, county records.

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: None.
Date:	
Price:	
Source(s):	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Florida Ave Alamogordo, NM 88310	2430 1st St Alamogordo, NM 88310		2380 1st St Alamogordo, NM 88310		1716 Indian Wells Rd Alamogordo, NM 88310	
Proximity to Subject		1.47 miles SE		1.43 miles SE		1.25 miles NE	
Sale Price	$		$ 38,000		$ 38,000		$ 50,000
Price/ Sq.Ft.	$	$ 1.46		$ 1.46		$ 1.66	
Data Source(s) Verification Source(s)		ABOR#152934 First Choice Real Estate		ABOR#150891 ERA Simmons Realty		ABOR#141905 Welcome Home Realty	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing Concessions		REC		Cash		REC	
Date of Sale/Time	06/19/2017	10/01/2015		01/28/2015		04/12/2011	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Average	Good	-3,800	Good	-3,800	Very Good	-10,000
Site Area (in Sq.Ft.)	1,581	26,040	-23,200	26,040	-23,200	30,056	-27,100
Zoning	R-4	C-3	-9,500	C-3	-9,500	C-3	-12,500
Net Adjustment (Total, in $)		☐ + ☒ -	$ -36,500	☐ + ☒ -	$ -36,500	☐ + ☒ -	$ -49,600
Adjusted Sale Price (in $)			$ 1,500		$ 1,500		$ 400

Summary of Sales Comparison Approach: The comparables used are the most recent and similar to the subject that are available. Comparables one and two are located in 10% superior areas. Comparable three is located in a 20% superior area. The site adjustment is market derived at .95 per square foot. The zoning adjustment is based on 25% of the sales price. Comparables one and two are the most similar to the subject and were relied on most heavily when arriving at the final estimate of market value.

PUD

PROJECT INFORMATION FOR PUDs (If applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 1,500

Final Reconciliation: The market approach was relied on most heavily when arriving at the final estimate of value. The cost and income approaches were not developed because they are not applicable to this particular real estate transaction.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 1,500 , as of: 06/19/2017 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 7 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☒ Scope of Work

☒ Limiting cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☐ Flood Addendum ☐ Additional Sales
☐ Photo Addenda ☐ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐

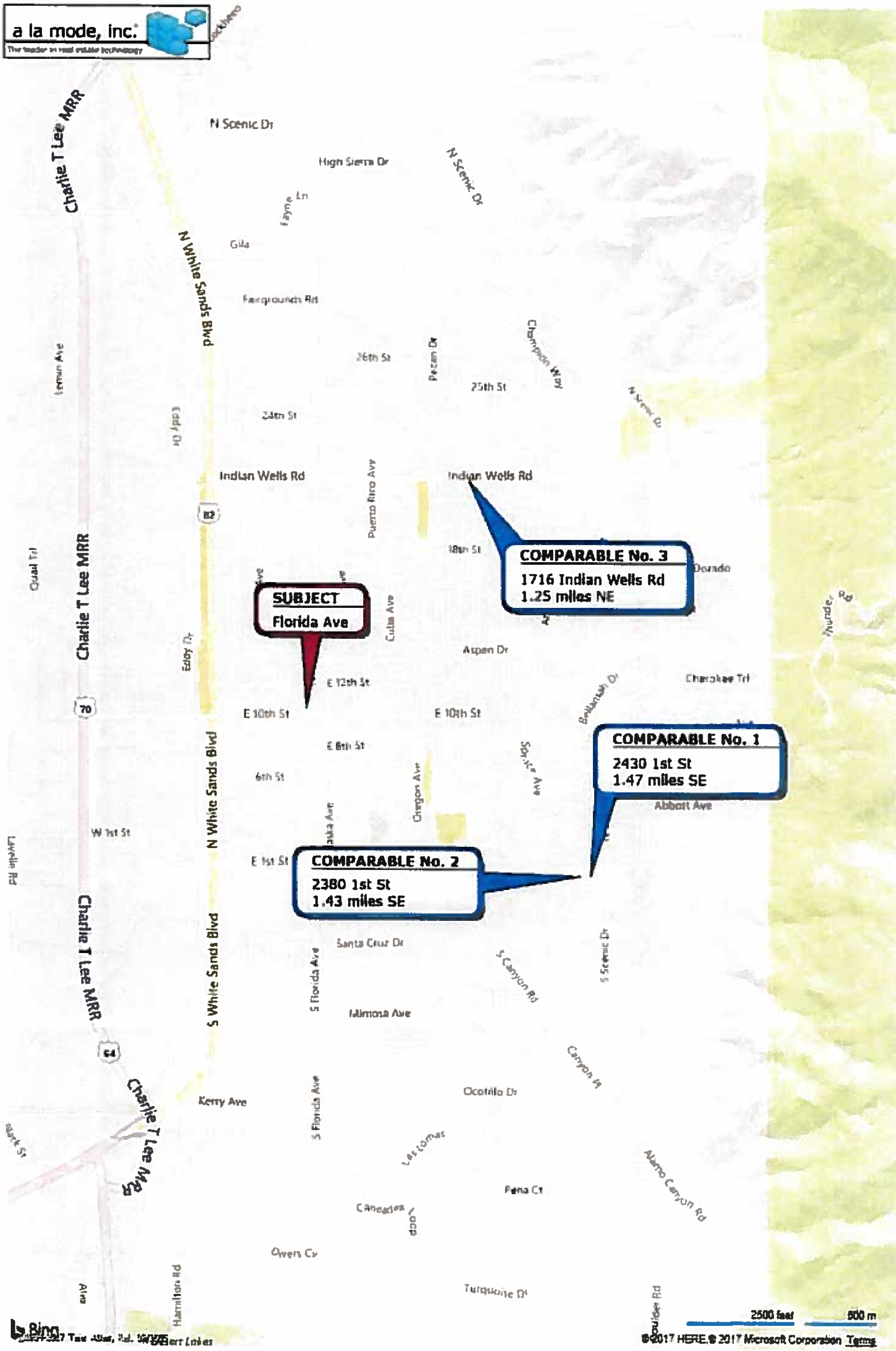
Client Contact: Client Name: W. C. Arnold
E-Mail: Address: P.O. Box 516, Cloudcroft, NM 88317

SIGNATURES

APPRAISER	SUPERVISORY APPRAISER (If required) or CO-APPRAISER (if applicable)
Appraiser Name: John [illegible]	Supervisory or Co-Appraiser Name:
Company: Appraisals Incorporated	Company:
Phone: (575) 439-1111 Fax: (575) 439-1110	Phone: Fax:
E-Mail: appraisal88310@msn.com	E-Mail:
Date of Report (Signature): 07/27/2017	Date of Report (Signature):
License or Certification #: 00142-G State: NM	License or Certification #: State:
Designation:	Designation:
Expiration Date of License or Certification: 04/30/2018	Expiration Date of License or Certification:
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: 06/19/2017	Date of Inspection:

Location Map

Borrower	None						
Property Address	Florida Ave						
City	Alamogordo	County	Otero	State	NM	Zip Code	88310
Lender/Client	W. C. Arnold						



Borrower	None		File No. floidalot
Property Address	Florida Ave		
City	Alamogordo	County Otero	State NM Zip Code 88310
Lender/Client	W. C. Arnold		

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 1-2 Years.

New Mexico is a non disclosure state. This information was obtained from ABOR data.

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

The Fannie Mae Form 1004 UAD version is copyrighted. At the top of the first page reads "The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property." Changes in USPAP for 2014 do not allow for a summary appraisal report. Therefore, this report is an **Appraisal Report** per 2014 USPAP.

APPRAISER:

Signature: John R. Barber
Name: John R Barber

State Certification #: 00142-G
or State License #:
State: NM Expiration Date of Certification or License: 04/30/2018
Date of Signature and Report: 07/27/2017
Effective Date of Appraisal: 06/19/2017
Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only
Date of Inspection (if applicable): 06/19/2017

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:
Name:

State Certification #:
or State License #:
State: Expiration Date of Certification or License:
Date of Signature:
Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable):

Assumptions, Limiting Conditions & Scope of Work

File No.: floidalot

Property Address: Florida Ave	City: Alamogordo	State: NM	Zip Code: 88310
Client: W. C. Arnold	Address: P.O. Box 516, Cloudcroft, NM 88317		
Appraiser: John R Barber	Address: 2527 Desert Hills Drive, Alamogordo, NM 88310		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications & Definitions

File No.: floidalot floidalot

Property Address: Florida Ave	City: Alamogordo	State: NM	Zip Code: 88310
Client: W. C. Arnold	Address: P.O. Box 516, Cloudcroft, NM 88317		
Appraiser: John R Barber	Address: 2527 Desert Hills Drive, Alamogordo, NM 88310		

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

SIGNATURES

Client Contact:	Client Name: W. C. Arnold
E-Mail:	Address: P.O. Box 516, Cloudcroft, NM 88317

APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Appraiser Name: John R Barber	Supervisory or Co-Appraiser Name:
Company: Appraisals Incorporated	Company:
Phone: (575) 439-1111 Fax: (575) 439-1110	Phone: Fax:
E-Mail: appraisal88310@msn.com	E-Mail:
Date Report Signed: 07/27/2017	Date Report Signed:
License or Certification #: 00142-G State: NM	License or Certification #: State:
Designation:	Designation:
Expiration Date of License or Certification: 04/30/2018	Expiration Date of License or Certification:
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: 06/19/2017	Date of Inspection:

John R. Barber

GP LAND

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/20/2017 **Report No:** 12.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, the lease agreement in between the Otero Hunger Coalition and the Housing Authority of the City of Alamogordo in reference to the building at 1614 Abuelito Drive. *(Evelyn Huff, Housing Authority Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Act upon the lease renewal request

Background: At the September 27, 2016 meeting, the Alamogordo City Commission approved the leasing of the Plaza Hacienda Learning Center, located at 1614 Abuelito, to the Otero Hunger Coalition. Per the lease, the Otero Hunger Coalition shall have the option to renew the lease, upon mutual consent of both parties. The original lease executed in 2016 is attached to this report, along with the exhibits that are referenced.

Per the lease, the Otero Hunger Coalition agrees to pay $12,412 per year in rent. The coalition may meet its rental obligations through services provided to the community as prescribed in Exhibit D in the original lease. It was discussed at a meeting prior to the 2016 commission meeting, to allow the coalition to present the meals served number as one number, rather than broken down by adults and children. However, this change was not made by City staff in the final document. Attached to this report is Exhibit D which shows that the coalition has provided 14,098 meals from October 2016 through August 2017. The coalition's spreadsheet with more of a breakdown is also attached. This meets their service obligation as per the lease.

The Otero Hunger Coalition has provided a letter detailing the items they have achieved in the last year and laying out their goals for 2018. They are requesting to renew the lease for October 2017 through September 2018.

The Housing Authority serves as the leasing agent for the building and does not have any responsibility towards the administration of the current or proposed programs.

LEASE AGREEMENT
(Otero Hunger Coalition)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **REPAIRS AND MAINTENANCE.**

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

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

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

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

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

12. **UTILITY, WASTE DISPOSAL, AND SECURITY.**

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

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

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

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

15. **INDEMNIFICATION.** The COALITION agrees to defend, indemnify and hold harmless the CITY, its officers and employees against liability, claims, damages,

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

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

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

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

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

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

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

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

CITY OF ALAMOGORDO

Richard Boss

Richard Boss, Mayor

Date: 9-27-2016

OTERO HUNGER COALITION

By: Lynette H. Wedig

Title: Chair

Date: 10-6-16

ATTEST:

Nancy Jacobs

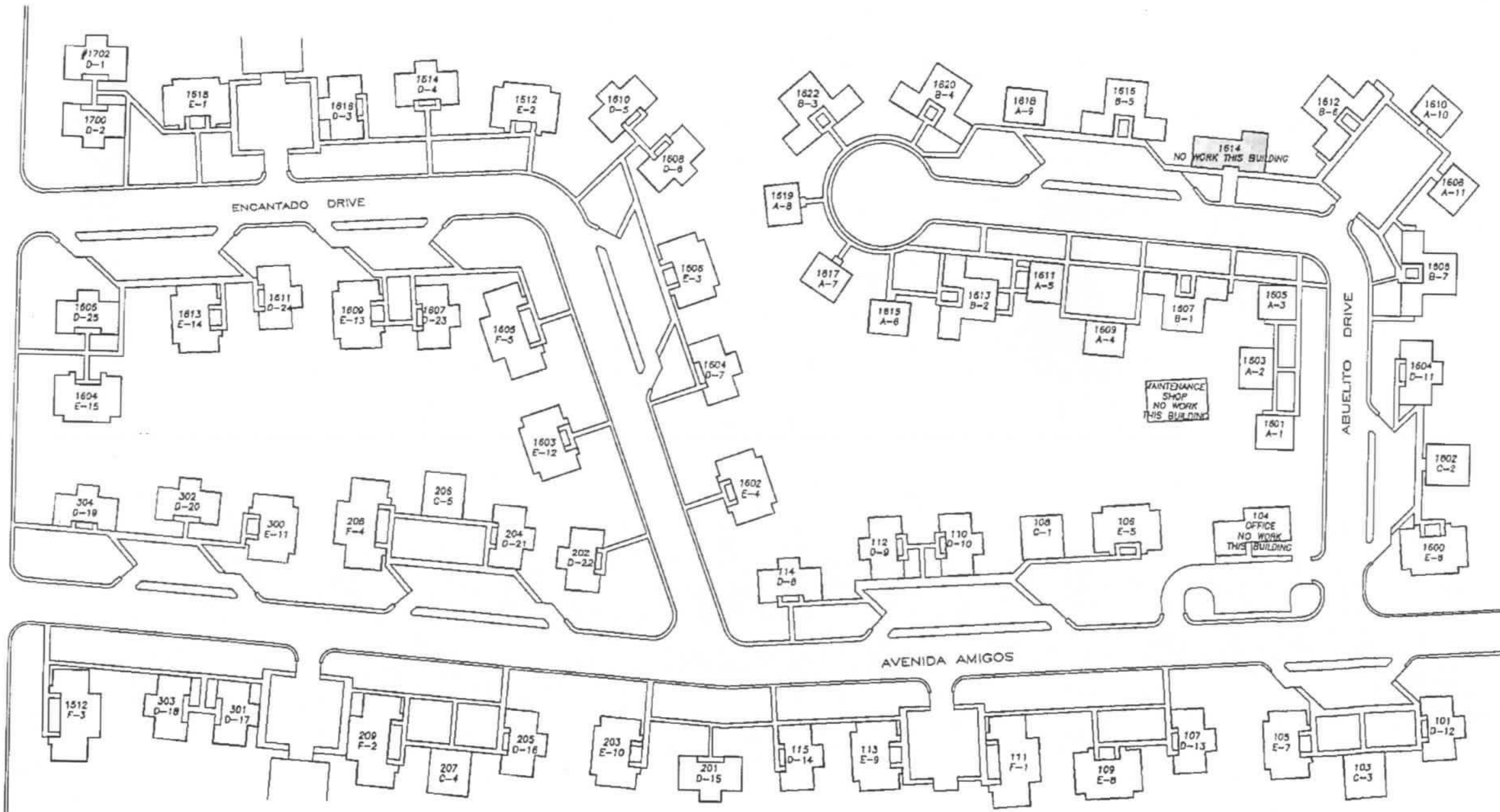
Nancy Jacobs, City Clerk

APPROVED AS TO FORM:

Lauren Truitt

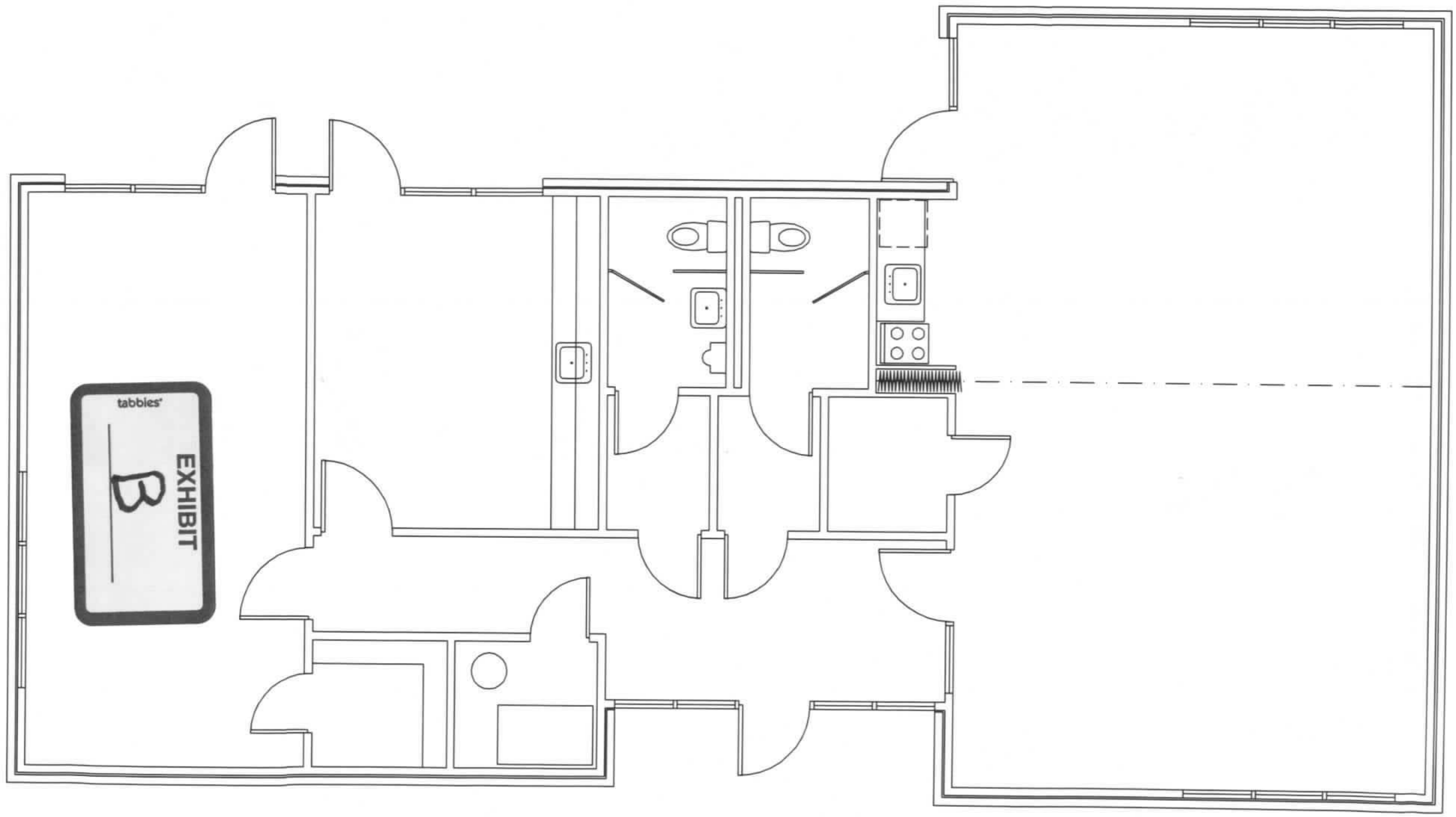
Lauren Truitt, Assistant City Attorney

Plaza Hacienda Housing Complex



SITE LAYOUT
SCALE: 1" = 50'-0"

EXHIBIT A



Unit R Floor Plan

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

Explanation of Services of the Otero Hunger Coalition

Support Efforts to Feed the Hungry:

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

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

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

Help Meet Basic Human Needs for Housing and Shelter:

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

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

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

tabbies EXHIBIT C

Serve as Information Clearinghouse on Hunger and Homelessness:

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

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

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

4/16

Rent Credits

(a) Community Services

Service	Unit Value of Service	Total Annual Service Units Provided	Total Annual Value
Community meals provided in City of Alamogordo and Otero County	$1.00 per meal-plate served per day	Number of adults served:__________ Number of children served:__________	$_______________ $_______________
Emergency food pantry services provided	$1.00 per individual	Number of individuals utilizing emergency pantry services: _______________	$_______________
Annual hours worked by Vista Volunteers	$1.00 per hour	Total volunteer hours worked: __________	$_______________
		Total Value:	

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

(c) Improvements to 1614 Abuelito Drive $_______________

(d) Property insurance $_______________

Total Credits $_______________

Rent Credits

(a) Community Services

Service	Unit Value of Service	Total Annual Service Units Provided	Total Annual Value
Community meals provided in City of Alamogordo and Otero County	$1.00 per meal-plate served per day	Number of adults served:______ Number of children served:______	$ 13,999.00 $______
Emergency food pantry services provided	$1.00 per individual	Number of individuals utilizing emergency pantry services: 99	$ 99.00
Annual hours worked by Vista Volunteers	$1.00 per hour	Total volunteer hours worked: 0.00	$ 0
		Total Value:	14,098.00

(b) Maintenance and repairs to 1614 Abuelito Drive $ 0

(c) Improvements to 1614 Abuelito Drive $ 0

(d) Property insurance $ 0

Total Credits $ 14,098.00

Exhibit D

Community Meal	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17
Monday	388	480	428	538	385	420	447	558
Wednesday	489	671	487	465	460	637	578	734
Friday	167	132	261	148	232	104	300	292
Monthly Total	1044	1283	1176	1151	1077	1161	1325	1584

Jun-17	Jul-17	Aug-17	Sep-17	Annual Total
456	674	432	193	5399
411	570	788	260	6550
354	298	215	98	2601
1221	1542	1435	551	14550

Vista Worker

The Otero Hunger Coalition advertised in spring 2017 for a full-time VISTA worker. The initial advertisement received no responses. During the period of advertisement it was announced by the new Federal Executive Administration and the leadership of Congress, through their proposed budgets, that the agency which oversees the VISTA program, AmeriCorps, was scheduled for elimination in the 2017-2018 federal fiscal year. The OHC did not seek additional advertising of the position as it was reasonable to assume the funding for the program from the federal agency likely would not be available in the forthcoming year. If this changes the OHC will again seek a VISTA supported position.

Abuelito Building Condition

The building at 1614 Abuelito was in need of several repairs at the time the initial lease was signed. Due to a lack of sufficient funding and a shortage of staff it has been difficult for the Housing Authority to address these deferred maintenance issues during the first year of the Hunger Coalition's occupancy of the building. Maintenance issue include:

- There has been no hot water in the building at any time during the first year of occupancy. It was discovered that the "flash" water heaters in the building had all ceased to work prior to the Coalition's occupancy of the building. Replacement water heaters could not be ordered by the Housing Authority until new budget moneys were available with the 2017-2018 fiscal year. The heaters now have been ordered.
- Only one of the two HVAC units for the building is working. The one working unit ceased working during the year, but the Housing Authority did a great job of finding replacement parts and was able to get it working again in a short time. The unit that heats and cools about two-thirds of the building has not been operational during the first year's occupancy of the Hunger Coalition. The unheated and uncooled area includes rooms that would be used as staff offices and other areas for food storage. This limits the ability of the Hunger Coalition to pursue staffing and support for some of our food services operations. It is unclear what will be required to get this HVAC unit working.
- In late July there was a heavy thunderstorm that resulted in leaks along the east side of the building. Water entered the building in three different rooms. Although there was no serious new damage, the water revealed the source of the previously existing damage to tiles and window frames that had been noted when we toured the building initially with then City Manager Straface in early spring 2016. Housing Authority personnel inspected the new damage and believe it will require some additional caulking and possible door threshold adjustments to prevent additional future damage. Again, budget and staffing limitations have made it impossible for the Housing Authority maintenance staff to address this issue as of this time. Public Housing residents should and do get priority concerning maintenance needs. The neighborhood buildings were constructed in the 1970s.
- There are several other building maintenance issues that need to be addressed as soon as practicable, but those listed are of the highest priority.

Homeless Rapid Response Team

The Otero Hunger Coalition has been developing the internal capacity to provide the support services necessary to fully implement a team to quickly and effectively respond to needs of those who are homeless or near-homeless in Alamogordo and Otero County. The OHC has applied for an Emergency Food and Shelter Program (ESFP) grant, and received training in administration of the Assessment Survey for the New Mexico Coordinated Entry System of the Homeless Management Information System. OHC members have also been attending workshops that will lead to application for the development of "permanent supportive housing" in Alamogordo. One of the national consultants on supportive housing for that project will be the keynote speaker at our annual Summit on Hunger and Homelessness on October 27, 2017.

The EFSP grant application includes proposals for funds to support a food pantry, funds for emergency housing in hotels/motels, help with first month's rent in public housing, and funding to supplement ongoing community meal services currently provided by the Otero Hunger Coalition. In the meantime, the OHC has established a limited food pantry capacity at the building. This pantry is frequently used on a weekly basis by public housing residents who often experience pressure on their limited resources and frequently need help meeting their food and nutrition needs during the month.

The NM Coordinated Entry Survey provides the data to be used to calculate risk levels of those who are homeless or housing insecure. The resulting risk estimate helps to determine priorities for emergency housing statewide. Through this system, local homeless individuals, couples, or families could become eligible for housing available at other sites around the state.

In response to the discussion on the building's condition, the Housing Authority acknowledges that the building had stood unused for over ten years prior to the signing of the lease. It had been used mainly for storage and as a temporary office for a couple of months.

There were unforeseen issues that arose once occupancy took place. The lack of hot water was identified during the move in phase in February 2017. Due to budget constraints, the Housing Authority chose to wait until the FY2018 budget was in place before procuring the needed replacements. Those water heaters have been purchased and were installed on September 20, 2017. The HVAC unit on the back portion of the building has had parts removed to service other HVAC units over the years. It is possible that it could be functional again, but it would need parts and the labor to install them. This item was not prioritized as the Housing Authority has not been informed of the coalition having a pressing need for this space. The entrance of water through the thresholds is the result of a design flaw in the back-patio area. This pad slopes towards the building instead of away from the building. It becomes an issue whenever we have flood type rains. There are some modifications that can be done to the thresholds to help alleviate this problem in the short term. Long term solutions involve an in-depth redesign of the area. Housing Authority staff caulked the windows and made modifications to the thresholds at the same time they installed the new water heaters. They also installed a new faucet in one of the back rooms.

Due to several of these issues, the Housing Authority has been lenient in the enforcement of other provisions in the lease, specifically those pertaining to the utilities. The Otero Hunger Coalition reported on January 11, 2017 that the electricity was transferred into the coalition's name. The water and sewer service was transferred on August 1, 2017. The gas service has not yet been transferred. The Housing Authority has chosen not to stringently pursue these turnovers in a sign of good faith while trying to correct other issues with the building.

The current 5 year PHA plan does not list any planned improvements to the building at 1614 Abuelito. Also, the current PHA Physical Needs Assessment does not list improvements to the this building among its priorities. Due to these factors, any improvements to this building cannot be paid out of the capital improvement funds received from HUD. These improvements would have to be paid from the operating budget that is funded by tenant rental revenue and HUD operating subsidy. The Housing Authority must carefully consider the tenant benefit when choosing to pay for items out of the operating budget.

If the lease is renewed for the next year, the Housing Authority recommends the following measures. Within two weeks of the renewal date, Housing Authority staff will meet with coalition representatives for a walk through at the building. Necessary repairs and requested improvements will be discussed during this walk through. The Housing Authority staff will then have two weeks to research the cost and feasibility of these requests. After this period, everyone will meet for a second time, where the Housing Authority will provide the coalition with the items that it is able complete and a proposed timeline for their completion. The Housing Authority will respond to any feedback from the coalition and may make reasonable modifications to the plan. Once the plan is agreed upon, the Housing Authority will complete the work in the agreed upon timeframe. Any further requests for work will be submitted via email to the Housing Authority Manager and the Property Management Coordinator.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/20/2017 **Report No:** 13.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon, Resolution 2017-30 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority for MRA Plan. (*Darron Williams,City Planner)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: Consider, and act upon, Resolution 2017-30 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority. (*Darron Williams City Planner, Presenter)*

RESOLUTION NO. 2017-30

A RESOLUTION AUTORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the City of Alamogordo (the "Governmental Unit") is a duly organized Home-Rule Municipality created and formed pursuant to Article X, Section 6 of the New Mexico Constitution and the Municipal Charter Act, Sections 3-15-1 through 3-15016 N.M.S.A. and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"); and

WHEREAS, the New Mexico Finance Authority ("Finance Authority") is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the "Fund") to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and

WHEREAS, pursuant to the Act the Finance Authority has developed an application procedure whereby the City Commission (the "Governmental Body") may submit an application ("Application") to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the Governing Body of the Governmental Unit desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect, and as specifically identified below, for the benefit of the City of Alamogordo; and

WHEREAS, the Governing Body intends to submit the Planning Document to develop an economic development plan of Alamogordo MainStreet Project and the Metropolitan Redevelopment Area Plan for the benefit of the City of Alamogordo and its citizens; and

WHEREAS, the application prescribed by the Finance Authority to finance the Planning Document [in whole/in part] with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF ALAMOGORDO:

Section 1. That all lawful actions previously taken by the Governing Body and the Governing Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Unit are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

Section 5. This Resolution shall take effect immediately upon its adoption.

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

NMFA Use Only:	
App. #:	-PP
FA assigned:	
Legislative Authorization	

LOCAL GOVERNMENT PLANNING FUND APPLICATION

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date:	March 14, 2017

Applicant/Entity:	City of Alamogordo						
Address:	1376 E. Ninth Street, Alamogordo, NM 88310						
County	Otero			Census Tract:		35.035.0001.00	
Federal Employer Identification Number (EIN) as issued by the IRS:						85-6000-099	
Legislative District:		Senate:	33	House:		51	
Phone:	575-439-4231	Fax:	575-439-4343	Email Address:		dwilliams@ci.alamogordo.nı	
Individual Completing Application:		Darron Williams, City Planner					
Address:	1376 E. Ninth Street, Alamogordo, NM 88310						
Phone:	575-439-4231	Fax:	575-439-4343	Email Address:		dwilliams@ci.alamogordo.nı	

B. CONSULTING PROFESSIONALS (Legal Counsel, Architect, Engineer, Planner etc.), if available:

Firm:	NM MainStreet/EDD				
Contact:	Daniel Gutierrez				
Address:	Joseph Montoya Building 1100 St Francis Dr, Santa Fe, NM 87505				
Phone:	505-827-0151	Fax:		Email Address:	daniel.gutierrez2@state.nm.

C. **PRIMARY CONTACT PERSON:**

Name:	Darron Williams				
Contact:	City Planner, Planning and Zoning Deptartment				
Address:	1376 E. Ninth Street, Alamogordo, NM 88310				
Phone:	575-439-4231	**Fax:**	575-439-4343	**Email Address:**	dwilliams@ci.alamogordo.nr

D. **Organizational Readiness-to-proceed (Municipalities & Counties Skip to II)**

1. Are you formally organized? Yes ☐ No ☐

2. Do you have formally adopted by-laws? Yes ☐ No ☐

If yes, please provide a copy.

3. Are you incorporated? Yes ☐ No ☐

If yes, please provide a copy of your Articles of Incorporation.

4. Do you have regular board meetings? Yes ☐ No ☐

If yes, please identify when and how often.

5. Do you keep formalized records of your Board meetings? Yes ☐ No ☐

6. Do you have written Board rules and regulations? Yes ☐ No ☐

If yes, please provide a copy.

II. PROJECT SUMMARY

A. **Project Description.** Complete the following information, use additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Type of Project

- ☐ Preliminary Engineering Report (PER)
- ☐ Environmental Information Document
- ■ MRA Plan (NM Metropolitan Redevelopment Code Act)
- ☐ Water Conservation Plan
- ☐ Comprehensive Plan

- ☐ Infrastructure Plan for project identified on the ICIP
- ☐ Economic Development Feasibility Study
- ☐ Asset Management Plan
- ☐ Water Master Plan
- ☐ Wastewater Master Plan
- ☐ Energy Audit

2. Please include a detailed description of the scope of the proposed plan to be funded. Attach additional pages as needed.

MRA Plan (NM Metropolitan Redevelopment Code Act) - scope of work attached

B. Sources of Funding

NMFA Planning Funds Requested $50,000.00

Non-NMFA Funds (specify source & terms) $0.00

III. Water & Wastewater System Rates & Information (if applicable)

A. 1. List the current residential water or wastewater;

	Wastewater Rate per 6000 Gallons	Water Rate per 6,000 Gallons	Last Adjusted
Residential			
Commercial			

2. Is the water system metered? Yes ☐ No ☐

If yes, what percentage? ____________________________

3. Is the wastewater system metered? Yes ☐ No ☐

   If yes, what percentage? ______________________________

4. How many connections? ________________________________

5. How many certified operators? ___________________________

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- ☒ Map of service area, including census tract information
- ☐ 3 years of most recently completed fiscal year audit reports or unaudited financials
- ☐ Current unaudited financials
- ☐ Current fiscal year budget
- ☒ NMFA Application Resolution
- ☐ By-laws (if applicable)

- ☐ Articles of incorporation (if applicable)
- ☐ Board rules and regulations (if applicable)
- ☐ Open Meetings Act Resolution
- ☐ Documentation that each non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)
- ☐ Joint Powers Agreement (if applicable)
- ☐ Administrative Order (if applicable)

Please Note: All water and wastewater planning documents must conform to Rural Utilities Services (RUS) Guidelines which is available from NMFA upon request. The scope and writer of any economic development feasibility study must be approved in advance by the Economic Development Department. A copy of any final report must be submitted to and accepted by the NMFA prior to disbursement of NMFA funds. NMFA may consult with the Departments of Environment, Economic Development or Finance & Administration in determining acceptability of any report.

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature: ______________________ **Title:** Mayor

(highest elected official)

Jurisdiction: City of Alamogordo

Print Name: Richard Boss **Date:** ______________________

Signature: ______________________ **Date:** ______________________

Finance Officer/Director: Julianne Hall

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/26/2017 **Report Date:** 09/18/2017 **Report No:** 14.

Submitted By: April Jones

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

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Mayor's Committee on Aging.

Background:

Airport Zoning Board. Three (3) vacancies. Staff Liaison - Cheryl Otero-Baker *(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. Two (2) vacancy. Staff Liaison – Britney Courtier
Kenneth B. Nichelson - If appointed, this will be his first term.
Rosanna Heath - If appointed, this will be her first term.

<u>Senior Volunteer Programs Advisory Council</u>. Two (2) vacancies. Staff Liaison - Julie Baker *(Openings due to the resignations of Jennifer Euler, Laura L Blackmon, and William Whitley)*
No nominations received.

MAYOR'S COMMITTEE ON AGING

RECEIVED
SEP 18 2017
CITY CLERK

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

Name: Rosanna Heath

~~Home~~ cell Phone: 575-910-5413 Work Phone: ____

Cell Phone: ____ Fax No: ____

e-mail address: rosheath2@yahoo.com

Physical Address: #12 High Mesa ~~B~~ Alamogordo, NM

Is the above address within City limits? Yes ____ No ✓

Mailing Address: PO Box 1143

Present Employer: Retired Job Title: ____

Board/Committee you wish to serve on:

First choice: NCOA

Second choice: ____

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

Yes ____ No ✓ If so, what is their relation to you? ____

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

Yes ____ No ✓ If so, what is their relation to you? ____

Experience and education relating to the Board/Committee:

I'm a Senior Born 11-23-44. I would like to make suggestion for Senior issues for Seniors I volunteer at Senior Nutrition Advision Council. I was on the La Casa Medical Board Committee.

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

I am looking to improve quality of life for Seniors

Please return completed application to:

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

RECEIVED
SEP 18 2017
CITY CLERK

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

Name: Kenneth B. Nicholson

Home Phone: ______ Work Phone: ______

Cell Phone: 575-910-5413 Fax No: ______

e-mail address: ______

Physical Address: #12 High Mesa Alamogordo, NM 88310

Is the above address within City limits? Yes ____ No ✓

Mailing Address: P.O. Box 1143

Present Employer: Retired. Job Title: ______

Board/Committee you wish to serve on:

First choice: MCOA

Second choice: ______

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

Yes ____ No ✓ If so, what is their relation to you? —

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

Yes ____ No ✓ If so, what is their relation to you? —

Experience and education relating to the Board/Committee: I graduated in the "Alamogordo High School" in 1958, senior Tackle - Football, Track & "A" Club 2, 3, 4, spent 4 years in Germany, teaching English. Retired in 2009, but am still active.

Please indicate your interest in serving on a City Board/ Committee: I am interested in the quality of life for Seniors as well as younger boys & girls.

Please return completed application to:

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