Alamogordo City Commission

NOTICE OF MEETING

Addendum to

Regular Meeting Agenda

Tuesday, June 9, 2015 – 7:00 pm
City Hall, City Commission Chambers
1376 E. Ninth St.

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

Jim Stahle .... City Manager
Stephen Thies ....City Attorney
Renee Cantin .... City Clerk

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.

Addendum to Regular Meeting Agenda

EXECUTIVE SESSION (Roll Call Vote Required)

Adjourn into Closed Session in compliance with Section 10-15-1.H, NMSA 1978 (2010 Cumulative Supplement), to discuss:

- **Collective Bargaining Negotiations (AFSCME & APSOA)**

Alamogordo City Commission

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Robert Rentschler .... Mayor Pro-Tem, District 3
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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

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CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. **Presentation of a Proclamation for Alexis Duprey Day in recognition of her representation of Alamogordo and the State of New Mexico at the Miss USA Pageant on July 12th, 2015.** *(Susie Galea, Mayor)*

PUBLIC COMMENT

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

CONSENT AGENDA (Roll Call Vote Required for Items No. 4, 5, 6, 7, 8, & 9)

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 Minutes of the May 23, 2015 Regular Meeting of the Alamogordo City Commission.** *(Renee Cantin, City Clerk)*

3. **Approve granting a waiver of the permit fee for a Special Fireworks Display Permit for the 4th of July Fireworks Display at the New Mexico Museum of Space History.** *(Renee Cantin, City Clerk)*

4. **Approve HA Resolution No. 2015-01 requesting approval of the Housing Authority Board Open Meetings Act. (Roll call vote required)** *(Maggie Paluch, Housing Manager)*

5. **Approve HA Resolution 2015-02 requesting approval of HUD Form 50071 Certification of Payments to Influence Federal Transactions. (Roll call vote required)** *(Maggie Paluch, Housing Manager)*

6. **Approve HA Resolution 2015-03 requesting approval of HUD Form 50077-CR, Civil Rights Certification. (Roll call vote required)** *(Maggie Paluch, Housing Manager)*

7. **Approve HA Resolution No. 2015-04 requesting approval of the Housing Authority write off policy. (Roll call vote required)** *(Maggie Paluch, Housing Manager)*

8. **Approve HA Resolution No. 2015-05 requesting approval of the Housing Authority budget for Fiscal Year 2016. (Roll call vote required)** *(Maggie Paluch, Housing Manager)*

9. **Approve Resolution No. 2015-27 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of June 9, 2015. [Roll call vote required]** *(LeeAnn Nichols, Finance Director)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

10. **Consider, and act upon, a request by Susan Payne, Love, INC for a reimbursement of administrative fee for a Utility Lien on 3206 Thunder Rd.** *(Stephen Thies, City Attorney)*

11. **Consider, and act upon, the Intergovernmental Agreement with the State of New Mexico related to PreCheck.** *(Stephen Thies, City Attorney)*

12. **Consider, and act upon, the first publication of Ordinance No. 1497 approving a Local Economic Development Project for secured financial assistance proposed by PreCheck.** *(Stephen Thies, City Attorney)*

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

PUBLIC COMMENT *(Continued if needed)*

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

EXECUTIVE SESSION (Roll Call Vote Required)

Adjourn into Closed Session in compliance with Section 10-15-1.H, NMSA 1978 (2010 Cumulative Supplement), to discuss:

- **Collective Bargaining Negotiations (AFSCME & APSOA)**

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: June 9, 2015 **Report Date:** May 28, 2015 **Report No:** 1

Submitted By: Reneé Cantin
City Clerk

Approved For Agenda: ________

Subject: Presentation of a Proclamation for Alexis Duprey Day in recognition of her representation of Alamogordo and the State of New Mexico at the Miss USA Pageant on July 12th, 2015.

Background: Mayor Galea will make this presentation.

Reviewed By:

City Attorney ________City Clerk RC Community Development_______Community Services________
Finance_______Housing Authority_________Planning _________Personnel ________Public Safety ________
Public Works _________Purchasing ________Assistant City Manager _________

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: June 9, 2015 **Report Date:** May 28, 2015 **Report No:** 2

Submitted By: Reneé Cantin
City Clerk

Approved For Agenda: ______

Subject: Approve Minutes of the May 26th, 2015 Regular Meeting of the Alamogordo City Commission.

Recommendation: Approve the Minutes.

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

Reviewed By:

City Attorney ________City Clerk RC Community Development______Community Services________
Finance_______Housing Authority_________Planning _________Personnel ________Public Safety ________
Public Works _________Purchasing ________Assistant City Manager _________

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
7:00 P.M., COMMISSION CHAMBERS
MAY 26, 2015

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

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

Mayor Pro-Tem Rentschler called the meeting to order at 7:00 p.m. Roll Call was taken by the City Clerk. Mayor Galea was absent. Clerk Cantin announced there was a quorum present. Invocation was given by Pastor Bill Heithold and the Pledge of Allegiance was led by Commissioner Straface. **Mayor Galea joined the meeting at 7:01 p.m.**

1. **Presentation of a Mayor's Commendation to Dr. Cheri Jimeno.** *(Susie Galea, Mayor)*

Mayor Galea presented the Commendation to Dr. Jimeno for her years of leadership as President of NMSU-A. She received a standing ovation. Commissioner Straface also spoke saying Dr. Jimeno had made a significant difference in the community and we are a better place because of her influence.

APPROVAL OF AGENDA

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

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

PRESENTATIONS

2. **Presentation related to the African Rue weeds at the Alamogordo-White Sands Regional Airport.** *(Dan Blazer and Robert Rentschler, Mayor Pro-Tem)*

   This item was withdrawn before the meeting began.

PUBLIC COMMENT

A. Darron Williams commented on the following:
1) Mr. Williams read a statement in which he expressed his disappointment and serious consternation in the leadership of the City of Alamogordo. He was referring to an article authored by Mayor Galea that appeared in the Alamogordo Daily News concerning the recent Law Enforcement Banquet. He felt the comments were derisive, divisive and unbecoming to a city leader. Mr. Williams requested the City Commission take swift action against one among them who continues to put a negative light on our city, and enact the recently passed code of conduct to handle this situation.

Mayor Galea asked that her bullet points concerning this issue be posted on the screens.

B. Lorie Bies commented on the following:
1) Ms. Bies expressed that after reading the Mayor's article in the paper, she was concerned about her credibility and mental state. Ms. Bies defended the speaker at the recent Law Enforcement

Banquet and felt the mayor had spoken out-of-turn, was uninformed and made the city look ridiculous.

Mayor Galea asked the city clerk to scroll down on the bullet point list posted on the screens.

C. Marge Scanlon commented on the following:
1) Ms. Scanlon felt the Mayor's actions didn't benefit the city and were quite injurious. She disagreed with the Mayor's comments concerning the speaker at the recent Law Enforcement Banquet, and felt she should resign as mayor. Ms. Scanlon asked the commission to get rid of the Mayor.

CONSENT AGENDA

3. **Approve Minutes of the May 4, 5, 6, 7 & 11, 2015 Budget Public Hearings and May 12, 2015 Regular Meeting of the Alamogordo City Commission.** *(Renee Cantin, City Clerk)*

4. **Approve statement related to the Executive Session of May 12, 2015.** *(Renee Cantin, City Clerk)*

5. **Approve the final publication of Ordinance No. 1496 approving a Local Economic Development Project for secured financial assistance proposed by Neptune Aviation. (Roll call vote required)** *(Stephen Thies, City Attorney)*

6. **Consider, and act upon, the award of Public Works Bid No. 2015-005 to General Hydronics, Inc. related to Street Maintenance Program FY2014 (EN1402) in an amount not to exceed $1,621,822.74, including NMGRT.** *(Edward Balderrama, Project Manager and Brian Cesar, Public Works Director)*

7. **Approve the award of Public Works Bid No. 2015-008 to San Bar Construction Corp., related to the Thermoplastic Striping project, in an amount not to exceed $135,163.73, including NMGRT.** *(Bob Johnson, Contracts Coordinator and Brian Cesar, Public Works Director)*

9. **Discussion, and possible action, on request by Meigan Demby related to an abatement of final charges for 1105 Lindberg Ave.** *(Nichole Sierra, Acting Customer Service Manager)*

Item # 8 was removed from the consent calendar by Commissioner Hernandez.

Commissioner Hernandez moved to approve items # 3, 4, 5, 6, 7 & 9 of the consent calendar. Commissioner Straface seconded the motion. Roll call was taken for item # 5. Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

8. **Consider and act upon Resolution No. 2015-26 to temporarily suspend Resolution No. 2014-29 concerning Fund Balance Policy relating only to the General Fund for FY 2016. (Roll call vote required)** *(Stephen Thies, City Attorney)*

Commissioner Hernandez stated he had pulled this item off of the Consent Agenda because he wanted to vote against it.

City Attorney Thies explained the background of this resolution noting it would suspend only the Reserve Policy as it applies to the General Fund, and only for this upcoming Fiscal Year. Mayor Pro-Tem Rentschler clarified this would suspend the additional Reserve for this year. City Attorney Thies said that was correct and reiterated it was for the General Fund only.

Commissioner Straface moved to approve Resolution No. 2015-26 to temporarily suspend Resolution No. 2014-29 concerning Fund Balance Policy relating only to the General Fund for FY 2016. Commissioner Baldwin seconded the motion. Roll call was taken. Motion carried with a vote of 6-0-1. Commissioner Hernandez voted nay.

PUBLIC HEARINGS

10. Hold Public Hearing, consider, and act upon, Application No. 9468241 to grant a Restaurant Liquor License for Asian Garden located at 1200 N. White Sand Blvd., #109 Alamogordo, NM. *(Renee Cantin, City Clerk)*

City Clerk Cantin provided an overview of this license application. She said it would be a beer/wine license and the Asian Garden restaurant would be in the same building that previously housed Tia Lupe's restaurant. She noted there were not any churches or schools within 300 feet.

Commissioner Straface moved to approve Application No. 9468241 to grant a Restaurant Liquor License for Asian Garden located at 1200 N. White Sand Blvd., #109 Alamogordo, NM. Commissioner Hernandez seconded the motion. Motion carried with a vote of 7-0-0.

11. Consider, and act upon, a variance request Case Number V-2015-0002(A) to reduce the width of the building setback line from sixty (60) feet to forty (40) feet with the condition that the property lot be limited to a new single family dwelling on the existing lot located at 215 Delaware Avenue (Chihuahua Addition BLK E LT. 14). *(Ruben Segura, City Planner)*

City Planner Segura explained the variance request concerned reducing the width of the building setback line from 60 to 40 feet to allow the construction of a new, single family dwelling on the existing lot located at 215 Delaware Ave. He told the commission that the Planning & Zoning Commission recommended approval of the request with the condition the lot be limited to a single family dwelling, and Staff agreed with the recommendation. He noted the lot number should read LT.15 instead of LT.14 because of a technical error which the Title Company was working out.

Commissioner Straface asked what the objections were from property owners, and the city planner told him there were two individuals who misunderstood and thought their own properties would be reduced in size. Staff explained the correct situation to the residents at the Planning & Zoning meeting.

Mayor Pro-Tem Rentschler asked if the dwelling would be multiple or single, and City Planner Segura said it would be single. Mayor Pro-Tem Rentschler asked if parking would be adequate and was told yes.

Commissioner Hernandez said this area was really in the Alamo Blocks addition. He wondered why we keep seeing this over and over, and thought we should change the rules so they could build on these 50 foot lots and not have to come to the Commission each time. He had, himself, put three lots together to build his house. City Manager Stahle thought there was an opportunity to address it in a more wholesale fashion, but reminded the commission that when an ordinance amendment is done, it affects every property within that zoning district. They had the ability to put overlay districts together to target where you want to apply unique zoning, and he remarked we could take a look at that. Commissioner Hernandez said you have to consider there are a lot of those old 50 foot lots that are 150 feet long, and many have two structures on them that can create utility line issues.

Mayor Galea asked City Planner Segura if the City Commission could give direction to the Planning & Zoning Commission to consider zoning overlay for that district. City Planner Segura said we could look into this further if they wished.

Commissioner Hernandez moved to approve a variance request Case Number V-2015-0002(A) to reduce the width of the building setback line from sixty (60) feet to forty (40) feet with the condition that the property lot be limited to a new single family dwelling on the existing lot located at 215 Delaware Avenue (Chihuahua Addition BLK E LT. 14). Mayor Pro-Tem Rentschler seconded the motion. Motion carried with a vote of 7-0-0.

Mayor Galea asked the city manager to bring an amendment to the ordinance back to the commission for a zoning overlay.

UNFINISHED BUSINESS

12. **Consider, and act upon, the first publication of Ordinance No. 1498 to impose at 3/8th of 1 percent Gross Receipts Tax to be dedicated to the General Fund.** *(Stephen Thies, City Attorney)*

City Attorney Thies gave an overview and stated this was an item brought up in the recent Budget Hearings. Statutorily, the Commission has the authority to enact three different increments to total $3/8^{th}$ of 1 percent GRT. This ordinance would dedicate all of this to the General Fund. He noted that if you wanted the tax to become effective January 1, 2016, you would have to have it submitted to the Department of Taxation and Revenue no later than three months prior to the end of this calendar year – October 31, 2015. If it was not submitted by that time, the tax would not become affective until July 1, 2016.

Mayor Pro-Tem Rentschler said this was an error, since we have seen our county take $2/8^{th}$ and are threatening to take more. He felt this would harm the businesses in Alamogordo. Every district and magistrate judge came up to say this tax needed to be passed, but none of them could answer what the law was intended to do. He felt the law was never intended to put all $3/8^{th}$ on at once, it should be $1/8^{th}$ at a time as the need arose. It was never intended to be a windfall. Mayor Pro-Tem Rentschler said we may lose $180,000 next year, but we are going to see about one million dollars; if we put all of it on, we are going to see an extra $2.5 million dollars. The truth is the intent of this law was for it to replace the amount of money we've lost due to the fact there isn't a tax on food and medicine – a phase out over 15 years. If we do this now to fix our budget, we are lightweights and are remiss. He felt he could agree to a $1/8^{th}$ now, $1/8^{th}$ in five years and $1/8^{th}$ in ten years. He said the state legislature is talking about any municipality or county that enacts the $3/8^{th}$ now will immediately lose their Hold Harmless money, and we are one of ten municipalities in the state that cannot be made whole by taking all $3/8^{th}$. This would immediately put another hole in our budget of probably $1 million dollars, so we wouldn't gain anything. He felt they needed to allow the voters to decide on this tax, and if they decide against it then we would need to chop more out of our budget. We are already in that place and have no choice but to do this. He said he is fervently opposed to this tax, it is a mistake for us to do this, and we are here to represent the voters.

Mr. Josh Rardin addressed the commission concerning this item. He felt it would be a mistake to enact this tax and would hurt the businesses in Alamogordo because we would have one of the highest tax rates in the state. He felt that if the City could afford to give raises they did not need to raise taxes.

Mayor Galea said our last few budgets have been maintenance budgets, and we have not increased our revenues enough to keep up with expenses. She felt if this tax was not enacted, we would not be able to provide the same continuity of services that our citizens have enjoyed. $3/8^{th}$ of 1 percent would be the equivalent of $.36 for every $100 spent, and she was in favor of enacting this tax.

Commissioner Straface noted they had looked at this in depth and the fact remains we are spending more than we are taking in; we have depleted our savings. He felt they had an obligation to be fiscally responsible with what we have, but we couldn't come up with the needed reductions to meet that deficit. He was reluctantly supportive of this tax.

Commissioner Straface moved to approve the first publication of Ordinance No. 1498 to impose at 3/8th of 1 percent Gross Receipts Tax to be dedicated to the General Fund. Mayor Galea seconded the motion. Roll Call was taken and the motion failed with a vote of 3-4-0. Commissioner Baldwin, Commissioner Turnbull, Commissioner Hernandez, and Mayor Pro-Tem Rentschler voted nay.

Mayor Galea said it would now be necessary for the Commission to provide direction to Staff for additional cuts.

City Manager Stahle said this means you will either have one more years of deficit budgeting and face a significant series of cuts next fiscal year, or a more significant series of cuts this year. That will take some more time to work out, and you have to the end of July to submit your Final Budget to DFA.

A-1. Discuss, and possibly consider, the consequence of freezing each of the six (6) unfilled positions within the Alamogordo Department of Public Safety, pertaining to the Commission's Budget Directive of a 5% equivalent cut in the FY16 Budget.
(Susie Galea, Mayor)

Mayor Galea listed the number of police response calls for this last year, officers retiring or leaving for other reasons, a report of the hiring process, approval of six applicants for hiring, and the fact there are six empty positions in the Police Department. She asked Police Chief Duncan how long it takes to train an officer from the time an application is received, and how difficult it is to find qualified applicants.

Police Chief Duncan told the Mayor and Commission it takes about one year from application to when they are on the street by themselves, and that they have had a tough time trying to find qualified applicants. In September of 2014 there had been 75 invitations sent out and they received a total of 15 responses. Of the remainder, 11 did not pass the tests and exams and none of these applicants were hired. He described other hiring experiences and the problems of finding qualified applicants here and across the nation. His concern was that their department would be set back a year if a freeze was enacted or if five positions were cut.

Mayor Galea pointed out six officers would be retiring within the fiscal year and asked the police chief how the Department would be effected if a freeze were enacted. Police Chief Duncan told her it doesn't do any good to check an applicant's background if there isn't an opening, and the process stops. He told the commission there is a constant process of hiring in the Department, and with open positions they can continue the hiring process. There will be eight positions he will need to fill for this calendar year because of retirements, and we can't wait for them to actually retire before starting the hiring process. Police Chief Duncan said he was a team player and would do whatever the City wants him to do. In order to get done with training, officers have to work overtime and come on their days off.

Mayor Galea asked for the Commission to consider reducing the General Fund budget by less than 5% and to specifically keep three positions open in the PD, or keep the 5% cut to the General Fund and require lay-offs outside the PD.

Commissioner Straface believed that because of tonight's earlier action, we need to look at where we are now before considering this request. There is about $1.4 million we need to find and he didn't think we were there at this point. He thought they needed to have another work shop to consider the figures before doing anything.

Mayor Galea said we could keep the 5% the same, but again talked about the PD positions and ongoing hiring.

Commissioner Straface asked the city manager if the commission hadn't given him permission to fill five PD positions, and City Manager Stahle told him they had and it had been done. Commissioner

Straface reiterated it would be premature to look at this now, because the bulk of the budget was in salaries and the bulk of the salaries were in PD and Fire Department (FD).

Mayor Pro-Tem Rentschler asked about the correct numbers of positions to be filled. City Manager Stahle said he had authorized six of twelve to be rehired, and there were no candidates to fill the other six right now. Mayor Pro-Tem Rentschler said you have actually filled five and have one to fill, and Police Chief Duncan told him one of those candidates had withdrawn his application today. Mayor Pro-Tem Rentschler felt our PD and FD were the top in the State right now, but in light of what they were looking at, we should settle on hiring one at a time. He asked the chief if his department loses between six and ten per year, and Police Chief Duncan said it was more like three. Mayor Pro-Tem Rentschler said we are talking about deficit budgeting and we need to get even with our budgeting. He felt the police positions would be filled and we didn't need to budget for positions we know are not going to be filled, and we've always had positions in the PD that needed to be filled. We have to cut our budget. He asked the city manager how much each of the positions were worth, and City Manager Stahle told him approximately $350,000. Mayor Pro-Tem Rentschler said he did not want to cut any PD positions, but he wanted to give this commission some help on their budgeting numbers.

City Manager Stahle agreed with Commissioner Straface that they needed to have more study sessions regarding the budget dilemma. This year would not be too bad but next year would be significant. He also thought Mayor Pro-Tem Rentschler was right when he said there have always been vacancies in the PD. He felt it was a mistake to get too concerned about the losses that are projected when you already know there will be turn-over. PD salaries and benefits constitute about 64% of the General Fund budget, and are a significant aspect of our financial condition. We don't want to put the PD in a bind, but you have some tough decisions to make. He encouraged holding off on taking any action until they had a chance to analyze those consequences.

Commissioner Hernandez asked about the $350,000 the city manager had stated earlier, and City Manager Stahle clarified that was a total amount for all six, not per individual. Commissioner Hernandez was concerned we might not have enough officers in case of a major event. People need to know an officer will respond when they call and not wait 45 minutes; he has had this happen. He was concerned that the officers were younger now and being trained by younger officers who might not know Alamogordo and how the city runs; that alone is worth a lot.

Mayor Galea said the 5% cut to the General Fund would remove all open positions so there would not be a continuing hiring process, and this would leave the PD shorthanded and not able to respond quickly. City Manager Stahle said this was not the case. There is a constant turnover and we need to have experience in all levels of the PD, however, there are ways to fund the level of service you want to offer in any department. He told them they would have to be flexible. City Manager Stahle said he would rather not fill a current vacancy than to look an employee in the eye and say you don't have a job.

Mayor Pro-Tem Rentschler said we don't budget to what experience tells us we should, and we always budget worst-case scenario. He wasn't suggesting we get rid of any police officers, but instead not budget for positions we know we will never fill.

Police Chief Duncan reminded the commissioners of the six goals and strategies he gave them when he first became Chief in Alamogordo and also how success would be measured. Part of that was to increase and change how the PD recruited. He remarked they are now going out of state and into Texas to recruit. All police departments are short by significant amounts, and he is trying to do other things to recruit.

Mayor Galea hoped the Commission would reconsider the 5% cut.

Mayor Pro-Tem Rentschler moved to table this item until the second meeting in June. Commissioner Straface seconded the motion. Motion carried by a vote of 7-0-0.

NEW BUSINESS

13. Consider, and act upon, a request by the Alamogordo Club for Teens to paint a mural at the Skate Park for an Art in the Park project. *(Matt McNeile, Assistant City Manager)*

Assistant City Manager McNeile told the commission Mr. Ingo Hoeppner had approached him concerning this item. In years past, he had noticed a decrease in graffiti and vandalism when murals were painted.

Mr. Christopher White addressed the Commission and showed some pictures of the areas he and Mr. Hoeppner hoped the Alamogordo Club for Teens could paint at the Skate Park in Washington Park. He was an art student at NMSU in Las Cruces and had been creating concepts for this project in order to ascertain the cost. It would cost about $1,000 for the Skate Park as well as the retaining wall and the roller rink area. They had spoken to local business to set up sponsorships and advertising. It is open to all members of the community who are 17 or under, and they have secured funding for the project without any assistance from the City. He hoped this would prevent vandalism and promote togetherness through art.

Mayor Galea asked how they would address future maintenance. Mr. White told her they had obtained paint that would last up to five years, and thought the maintenance cost would be $200 per year at the most and would be addressed every year.

Commissioner Hernandez said he had spoken with the man who had been working hard to keep the graffiti off of the Skate Park, and he thought this project would help. He asked that all art be approved by Staff before it is placed on the walls. Mayor Pro-Tem Rentschler agreed on this last point. Mr. White said there would not be any crude or graphic designs because it would be so close to the Alamogordo Club for Teens. All art work would pertain to skating activities, and he invited the commissioners to add their art work to the project.

Mayor Pro-Tem Rentschler moved to approve a request by the Alamogordo Club for Teens to paint a mural at the Skate Park for an Art in the Park project, with all art work approved by City Staff. Commissioner Turnbull seconded the motion.

Commissioner Hernandez asked whether the motion was for a mural or for murals, and the word decided on was murals since it would be on more than one surface. Mayor Galea asked if any particular members of the City Staff would be designated to approve the designs. The city manager said he trusted Staff to make these decisions and said he encouraged this project. Mr. White wanted to see other walls in the Park painted by members of the community in order to avoid any negative graffiti.

Mayor Galea said City Manager Stahle would appoint Staff to review the art work.

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

14. Consider, and act upon, Resolution No. 2015-25 setting the Zoo fees for group reservations. (Roll call vote required) *(Matt McNeile, Assistant City Manager)*

Assistant City Manager McNeile said this resolution does two things: 1) groups of 50 or more who have existing agreements with the City, like we have with NMSU-A and HAFB, who follow certain requirements to promote the Zoo, and 2) non-affiliated groups of 50 or more would be limited to two requests per calendar year. These groups would have a reduced admission fee of $.25 per person to enter the Zoo.

Commissioner Hernandez moved to approve Resolution No. 2015-25 setting the Zoo fees for group reservations. Commissioner Baldwin seconded the motion. Roll Call was taken. Motion carried with a vote of 6-1-0. Mayor Pro-Tem Rentschler voted nay.

15. Consider, and act upon, a License Agreement with Alamogordo Public Schools to temporarily relocate a modular unit to the city owned golf course. *(Stephen Thies, City Attorney and Matt McNeile, Assistant City Manager)*

Assistant City Manager McNeile explained this modular classroom building would be moved to our golf course and placed adjacent to the driving range and parking lot. This building would be used as a storage area and locker room for the High School Girls and Boys Golf Teams. Half of the unit would be used as a classroom for citizens who would like golf instruction.

Mayor Galea asked why the item says a 'temporary' modular unit.

Golf Course manager, Grant Dalpes came forward, but City Attorney Thies addressed the question. He explained the word temporary was used because this project was on somewhat of a fast track nature. The school system has stopped using these structures and has someone coming in to move all of them in the next couple of weeks, at which time this structure would be moved to the golf course. There are a number of details to be worked out with the school district, so that is why this was drafted as a temporary license agreement. Once the details are worked out, they will be incorporated into our Joint Use Agreement with APS that is renewed annually. This simply allows them to have it moved onto the site.

Mayor Pro-Tem Rentschler asked what the cost would be to the City, and Grant Dalpes explained what would need to be done. Mayor Pro-Tem Rentschler asked if the electricity would be free, and Mr. Dalpes said the electricity would be paid by him and would be addressed under the JPA. He said APS is responsible for the pad, the placement and making it so it looks like the golf course. He told the commission there was a fund raiser planned to put the electric in and individuals have donated time and money for all work. Mayor Pro-Tem Rentschler asked about maintenance, and Mr. Dalpes said it would be under the school until the agreement is completed, although there should be very little maintenance. It would probably fall under his agreement because he takes care of most of the buildings.

City Manager Stahle pointed out the sentence contained in the letter from the school district which says, "The District will maintain the building to include preventative maintenance, reactive maintenance and utilities". He said they want to use it as a classroom. He had been concerned how the neighbors would react, but the intent is to make it appear much like the existing clubhouse. Mr. Dalpes said they had sent out every form of communication, as well as hand delivering notices to every house in the area for an Open House concerning this and no one attended.

Mayor Pro-Tem Rentschler asked if a variance was required for this and the city manager told him no. He said it is on our property and Zoning will allow it; set-backs will be met, as well. Mayor Pro-Tem Rentschler was concerned the neighbors would come out in mass, and Mr. Dalpes said they had had enough comments from golfers and golfers who live close. The majority of them had been very positive about it because it is for Tiger Golf. In the past, Tiger Golf has sometimes been in the way and this will get them out of the way. The building will look like the Clubhouse when completed.

Commissioner Hernandez asked Mr. Dalpes what the Cart building looked like. Mr. Dalpes told him it was simply a frame building that had been stuccoed with a pitched roof; it had been donated to the City by the Golf Committee in the late 1980's. Commissioner Hernandez said there was a modular building on the hospital property that had been stuccoed and you wouldn't know it was a modular building.

Mr. Dalpes noted they had a fund raiser last year that provided significant improvements to that area at no cost to the City. The school wanted to build a structure for the High School team up until these modular units became available. We will use it to help teach the game and its location is the only place that can happen. It wouldn't be as valuable to teach the game in any other location. City Manager Stahle said there used to be a building there, and one of the reasons for this location is the proximity to the driving range.

Mayor Pro-Tem Rentschler moved to approve a License Agreement with Alamogordo Public Schools to temporarily relocate a modular unit to the city owned golf course. Commissioner Straface seconded the motion. Motion carried with a vote of 6-0-1. Commissioner Baldwin abstained.

Commissioner Baldwin said APS and the Tiger head coach had been working on this for a number of years, and there is potential to do some teaching from that facility. Since he teaches at the golf course, he felt he should abstain.

16. Appointments to Boards & Committees. *(Susie Galea, Mayor)*
There were not any appointments because there were not any nominations received.

PUBLIC COMMENT
None.

CITY MANAGER'S REPORT
City Manager Stahle commented on the following:
1) He displayed the Bronze Award presented by the United Way of Otero County to the City Staff for their fundraising efforts.

2) The City Manager said the Charter Review Committee had met on May 13, 2015, and would be meeting tomorrow, May 27, 2015 at 5:30 p.m. in the Commission Chambers.

REMARKS AND INQUIRIES BY THE CITY COMMISSION
Commissioner Turnbull commented on the following:
1) Commissioner Turnbull reminded the commission of their Code of Conduct, specifically the covenant of being open and upfront of our intent. She said if we are going to offer a personal opinion, we need to state it does not reflect all of us.

Commissioner Baldwin commented on the following:
1) Commissioner Baldwin requested hiring information to be brought back to the Commission. It had been stated that unless there was an opening in one of the positions, they couldn't start the process of filling it. He said there was a Budget issue and a Policy issue, and there should be a policy or process so that they are constantly hiring or in that process. He asked to see information on this.

City Manager Stahle commented that the Police Department is the only department that had a constant advertisement. There are some issues; you don't want to spend money on background checks when there isn't a position. He said we can do that and have had conversations with staff as to how to expedite the process.

Commissioner Straface commented on the following:
1) Commissioner Straface told the Mayor he wasn't trying to be divisive, but felt she should take some of the public comments made tonight under advisement. He asked her to pay attention to that.

ADJOURNMENT

Mayor Pro-Tem Rentschler moved to adjourn at 8:47 p.m. Commissioner Hernandez seconded the motion. Motion carried with a vote of 7-0-0.

Mayor Susie Galea

ATTEST:

City Clerk Reneé L. Cantin

(Prepared by Nancy Jacobs, Deputy Clerk) Approved at the Regular Meeting held on June 9, 2015.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: June 9, 2015 **Report Date:** May 29, 2015 **Report No:** 3

Submitted By: Reneé Cantin
City Clerk

Approved For Agenda:

Subject: Approve granting a waiver of the permit fee for a Special Fireworks Display Permit for the 4th of July Fireworks Display at the New Mexico Museum of Space History.

Recommendation: Approve the waiver of permit fee.

Background: The New Mexico Museum of Space History will again sponsor the 4th of July fireworks display and requests that the $25.00 permit fee be waived. The City Commission has waived the fee for the past twenty years.

The Fireworks Display will be on Saturday, July 4th.

Schedule of events for the day include:
Parade - 10:00 a.m. on Tenth St. from Oregon to New York Ave.
Fireworks Display at NMMSH - evening.

Reviewed By:

City Attorney ________ City Clerk RC Community Development _______ Community Services ________
Finance _______ Housing Authority _________ Planning ________ Personnel ________ Public Safety ________
Public Works _________ Purchasing ________ Assistant City Manager _________

City of Alamogordo
APPLICATION FOR PERMIT TO SELL OR DISPLAY FIREWORKS

FEE: $25.00

Applicant' s full name: ___Cathy J. Harper

Applicant's name of business: ___New Mexico Museum of Space History_

Applicant=s business address: _POB 5430, Alamogordo, NM 88311_

Applicant=s business telephone number: __575-437-2840___________________________________

Applicant's Social Security No.: _   _Date of Birth: __________

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

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

Identify the type of structure at the location where Applicant wishes to sell fireworks or to display fireworks, i.e. permanent structure or portable stand: ____Fireworks show will be shown/displayed from the upper parking lot behind the Pro-tech building at NMSU-A per agreement with the University

Dates and times when Applicant wishes to sell fireworks or to display fireworks (Permits are issued for one year beginning on February 1 of each year and no application is processed from May 10 through July 10 of each year): July 4, 2015, dusk to midnight or July 5 if weather is inclement

Describe the type of fireworks to be sold or to be displayed by Applicant:__maximum 6" shells, other sizes smaller than that

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

Does supplier of fireworks to be sold or to be displayed by Applicant possess a valid license from the State of New Mexico for the handling and sale of fireworks? _x__YES _______NO If YES, provide the following information:

Number and type of license(s)___ Class B Distributor License #15-4-002

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

Is Applicant qualified to do business in the State of New Mexico? __x__YES ______NO If YES, provide Applicant's New Mexico Tax Identification Number____

Does Applicant possess a license from the State of New Mexico for the handling and sale of fireworks? ____ YES ______NO If YES, provide number and type of license: ___________________________

Does Applicant possess a valid business registration issued by the City of Alamogordo, New Mexico? __x__YES ______NO If YES, provide number of the business registration: ____

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

the time this application was submitted.

APPLICANT

__Cathy J. Harper_________________________
(Full name of Applicant)

__New Mexico Museum of Space History______
(Name of Business)

By: _______________________________________
(Signature of Authorized Representative)

____Cathy J. Harper_________________________
(Full name of Authorized Representative)

ACKNOWLEDGMENT

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

The foregoing Application for Permit to Sell or Display Fireworks was acknowledged before me this _______ day of _________________, 20_____, by (name) _________________________, (title) ________________________________, of (name of business)_______________________________________, a (corporation, a limited partnership or partnership) ____, on behalf of the (corporation, a limited partnership or partnership) ____.

My Commission Expires: ________________________ ____
Notary Public

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

****

CITY CLERK'S OFFICE USE ONLY

LICENSING YEAR: February 1, 20______ through January 31, 20_______

City License No.______________________ Date $25.00 fee Paid:_____________________________ Renewal_______ Initial _________

****

[REVISED 2008]

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

In accordance with the Fireworks Licensing & Safety Act 60-2C-1 Through 60-2C-11
Effective February 1990, and subsequent amendment (1997 & 1999)

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

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

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

NOTICE: This license may be revoked or suspended by the State Fire Marshal, his Deputy, or Designee for violating any of the provisions of Chapter #60 Article #2C NMSA 1978 "FIREWORKS LICENSING & SAFETY ACT"

ISSUED BY THE STATE FIRE MARSHAL'S OFFICE

DATE OF ISSUE FEB 3 2015

2015
Expires January 31, 2016

CLASS B DIS-TRIBUTOR LICENSE

#15-4-002

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

Contract Agreement

This Agreement, made this 13th Day of March, 2015, by and between **PYRO SHOWS OF TEXAS, Inc.**, a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas 76135, and hereinafter referred to as **PYRO SHOWS** and **NEW MEXICO MUSEUM OF SPACE HISTORY**, with its principle place of business located at P.O. Box 5430 Alamogordo, New Mexico 88311-5430 hereinafter referred to as "Customer."

WITNESSETH

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

I. FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to customer a firework display (hereinafter "SHOW") pursuant to our custom proposal 15-TX-07-04-CUST-30000-0072 dated this 13th Day of March, 2015. The show will be given on the **4th Day of July, 2015**. In case of rainout, display show will be held on July 5, 2015.

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

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

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

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

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

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

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

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

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

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

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

XIII. INSURANCE: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of $5,000,000, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer and Customer's Sponsors as additional insured's under the terms of this coverage. Customer shall furnish Pyro Shows a list of those entities to be covered under this Liability Insurance.

XIV. PAYMENT TERMS: NEW MEXICO MUSEUAM OF SPACE HISTORY shall pay PYRO SHOWS $30,000 plus all applicable taxes according to the terms and conditions set forth in the attached Proposal for presenting the Show. Customer shall submit a 50% deposit ($15,000) upon return of signed contract by April 13, 2015. Balance will be due in PYRO SHOWS office prior to the day of show.

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

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

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

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

PYRO SHOWS OF TEXAS, INC.

BY: Steve Frantz Date 3-19-15

Steve Frantz, Vice President

NEW MEXICO MUSEUM OF SPACE HISTORY

BY: [signature] CHRIS ORWOLL EXEC DIRECTOR Date 3/16/15

Signature Print Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: June 9, 2015 **Report Date:** May 28, 2015 **Report No:** 4

Submitted By: Margaret Paluch **Approved For Agenda:** ______

Subject: Consider, and act upon, HA Resolution No. 2015-01 requesting approval of the Housing Authority Board Open Meetings Act.

Fiscal Impact: None.
Amount Budgeted:
Fund:

Recommendation: Approve the Resolution. **[Roll call vote required]**

Background: The Housing Authority Advisory Board recommends approving the annual Housing Authority Board Open Meetings Act resolution.

Reviewed By:

City Attorney SPT City Clerk RC Community Development______Community Services________
Finance______Housing Authority________Planning ________Personnel ________Public Safety ________
Public Works ________Purchasing ________Assistant City Manager _________

HA RESOLUTION NO. 2015-01

RESOLUTION DETERMINING REASONABLE NOTICE OF MEETINGS OF THE HOUSING AUTHORITY BOARD (OPEN MEETINGS ACT)

WHEREAS, the State of New Mexico has determined that the formation of public policy and the conduct of business by vote shall be conducted in meetings which are open to the public, as set forth in Section 10-15-1 NMSA 1978 (As Amended); and

WHEREAS, reasonable notice of the time and place of any meeting of a public body is necessary to carry out the policy set forth above; and

WHEREAS, in those limited instances in which meetings of this Housing Authority Board may be closed to the public, the law and the public business also require reasonable notice to the public of the time and place of such meeting; and

WHEREAS, Section 10-15-1 NMSA 1978 (As Amended) requires each public body to determine at least annually what notice shall be reasonable when applied to the public body.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority Board of the City of Alamogordo, New Mexico, that reasonable time for giving notice of meetings is:

REGULAR MEETINGS: Notice shall be given at least five (5) days in advance of any regular meeting.

SPECIAL MEETINGS: Notice shall be given at least twenty-four (24) hours in advance of any special meeting.

EMERGENCY MEETINGS: Notice shall be given at least three (3) hours in advance of any meeting considering emergency matters involving a clear and present danger to the health, welfare, or safety of the citizens of the City of Alamogordo.

NOW, THEREFORE, BE IT FURTHER RESOLVED that reasonable manner for giving notice of meetings shall be:

REGULAR MEETINGS: Notices of the date, time, and place of such meeting shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least five (5) days prior to the meeting, or by publication [as that term is defined in Section 3-1-2(J) NMSA 1978 (As Amended) of notice of date, time, and place of meeting at least five (5) days prior to the meeting. An agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information about how an agenda may be obtained, shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least seventy-two (72) hours prior to the meeting. Proof of notice shall be accomplished by executing and filing in the official minutes of the Board, a certificate by the Secretary attesting to posting in compliance herewith or by the publisher of the publishing newspaper attesting to publication in compliance herewith. Notice shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that submit a written request for such notice.

SPECIAL AND EMERGENCY MEETINGS: Notices of the date, time, and place of the meeting shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least thirty six (36) hours prior to the meeting for a Special Meeting, and at least three (3) hours prior to the meeting for an Emergency Meeting. Proof of notice shall be accomplished by executing and filing in the official minutes of the Commission, a certificate by the Secretary attesting to posting in compliance herewith. Notice shall be provided to broadcast stations licensed by the

Federal Communications Commission and newspapers of general circulation that submit a written request for such notice.

It is expressly allowed by rule of the Housing Authority Board that a member or members may participate in a meeting of the Board by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend in person. Each member participating by conference telephone must be identifiable when speaking, all Board members must be able to hear each other and members of the public attending the meeting must be able to hear any Board member who speaks.

PASSED, APPROVED AND ADOPTED this ____ day of January 2015.

Alamogordo City Commission

By______________________________
Susie Galea, Mayor

ATTEST:

____
Reneé L. Cantin, Secretary

APPROVED AS TO FORM:

____
Stephen P. Thies, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
HOUSING AUTHORITY BOARD

Meeting Date: June 9, 2015 **Report Date:** May 28, 2015 **Report No:** 5

Submitted By: Maggie Paluch **Approved For Agenda:** ________

Subject: Consider, and act upon, HA Resolution 2015-02 requesting approval of HUD Form 50071 Certification of Payments to Influence Federal Transactions.

Fiscal Impact: None.

Amount Budgeted:
Fund:

Recommendation: Approve the Resolution. **[Roll call vote required]**

Background:

The PHA is required to submit HUD Form 50071, Certification of Payments to Influence Federal Transactions annually to the HUD Field Office. The Housing Authority Advisory Board recommends approving form 50071.

Reviewed By:

City Attorney SPT City Clerk RC Community Development_______ Community Services________
Finance_______ Housing Authority_________ Planning _________ Personnel ________ Public Safety ________
Public Works _________ Purchasing ________ Assistant City Manager _________

HA RESOLUTION NO. 2015-02

A RESOLUTION REQUESTING APPROVAL OF HUD FORM 50071 CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS

WHEREAS; HUD requires submission of HUD Form 50071 annually: and,

WHEREAS; the HUD Form 50071, for Calendar Year 2015 has been prepared in accordance with HUD guidelines; and,

WHEREAS; a copy HUD Form 50071 is attached and incorporated herein

WHEREAS; THE Housing Authority Advisory Board has recommended the adoption of HUD Form 50071;

BE IT THEREFORE RESOLVED by the City Commission of the City of Alamogordo, New Mexico; that the Housing Authority's HUD Form 50071 is approved and the Mayor is given authorization to sign HUD form 50071.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Alamogordo this 9 day of June, 2015.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By: ___________________________________
Susie Galea, Mayor

ATTEST:

____
Reneé L. Cantin, Secretary

APPROVED AS TO FORM:

____
Stephen P. Thies, City Attorney

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Applicant Name

Alamogordo Housing Authority

Program/Activity Receiving Federal Grant Funding

2015 Operating Fund

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Susie Galea	Mayor
Signature	Date (mm/dd/yyyy)
	June 9, 2015

AGENDA REPORT
CITY OF ALAMOGORDO
HOUSING AUTHORITY BOARD

Meeting Date: June 9, 2015 **Report Date:** May 28, 2015 **Report No:** 6

Submitted By: Maggie Paluch **Approved For Agenda:**

Subject: Consider, and act upon, HA Resolution 2015-03 requesting approval of HUD Form 50077-CR, Civil Rights Certification

Fiscal Impact: None.
Amount Budgeted:
Fund:

Recommendation: Approve the Resolution. **[Roll call vote required]**

Background:

The PHA is required to submit HUD Form 5077-CR, Civil Rights Certification annually to the HUD Field Office 75 days before the beginning of the PHA's fiscal year. The Housing Authority Advisory Board recommends approving form 5077-CR.

Reviewed By:

City Attorney SPT City Clerk RC Community Development______ Community Services______
Finance______ Housing Authority______ Planning ______ Personnel ______ Public Safety ______
Public Works ______ Purchasing ______ Assistant City Manager ______

HA RESOLUTION NO. 2015-03

A RESOLUTION REQUESTING APPROVAL OF HUD FORM 50077-CR CIVIL RIGHTS CERTIFICATION

WHEREAS; HUD requires submission of HUD Form 50077-CR annually: and,

WHEREAS; the HUD Form 50077-CR, for Calendar Year 2015 has been prepared in accordance with HUD guidelines; and,

WHEREAS; a copy HUD Form 50077-CR is attached and incorporated herein,

WHEREAS; the Housing Authority Advisory Board has recommended the adoption of HUD Form 50077-CR;

BE IT THEREFORE RESOLVED by the City Commission of the City of Alamogordo, New Mexico; that the Housing Authority's HUD Form 50077-CR is approved and the Mayor is given authorization to sign HUD form 50077-CR.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Alamogordo this 9 day of June 2015.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By: ____
Susie Galea, Mayor

ATTEST:

____
Reneé L. Cantin, Secretary

APPROVED AS TO FORM:

____
Stephen P. Thies, City Attorney

Civil Rights Certification	U.S. Department of Housing and Urban Development Office of Public and Indian Housing **Expires 4/30/2011**

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Alamogordo Housing Authority	NM004
PHA Name	PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official Susie Galea	Title Mayor
Signature	Date 06/09/2015

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: June 9, 2015 **Report Date:** May 27, 2015 **Report No:** 7

Submitted By: Margaret Paluch **Approved For Agenda:** ___________

Subject: Consider, and act upon, HA Resolution No. 2015-04 requesting approval of the Housing Authority write off policy.

Fiscal Impact: None.
Amount Budgeted:
Fund:

Recommendation: Approve the Resolution. **[Roll call vote required]**

Background: The Public Housing Authority is requesting the approval of the above resolution and policy to write off vacated tenant accounts that are over a year old. Per the HUD PHAS scoring system management category, Housing Authorities are scored on the ratio of current tenant accounts receivable verses vacated uncollectable tenant accounts. In order for the Housing Authority to receive the highest score the ratio must be 1.5% or less each year, therefore Housing Authorities across the country write off vacated tenant accounts receivable yearly per the HUD's direction. The higher the PHAS score the Hosing Authority has the more federal funding the Housing Authority will receive.

The Housing Authority Board has reviewed the attached draft policy and resolution and approved of the policy change. The Housing Authority is recommending that the Commission approve the attached policy and resolution.

Reviewed By:

City Attorney SPT City Clerk RC Community Development_______Community Services________
Finance_______Housing Authority_________Planning _________Personnel ________Public Safety ________
Public Works _________Purchasing ________Assistant City Manager _________

RESOLUTION NO. 2015-04

A RESOLUTION REMOVING UNCOLLECTIBLE AND UNSECURED PUBLIC HOUSING AUTHORITY'S PUBLIC HOUSING PROGRAM

WHEREAS, the City of Alamogordo Finance Division and Public Housing Authority (PHA) requests approval to implement a policy and procedures regarding the establishment of an allowance for doubtful accounts for and the ultimate write-off of uncollectible vacated tenant accounts receivable;

WHEREAS, the attached policy and procedures details the criteria that should be considered when establishing an allowance for doubtful accounts and when writing off uncollectible accounts receivable; and

WHEREAS, the Public Housing Authority follows and adheres to the Policy and Procedures set forth by the Housing and Urban Development (HUD) Federal Program through the Albuquerque HUD Field Office; and

WHEREAS, the Housing Authority has complied with the Admissions and Continued Occupancy Policy, Chapter 14 Family Debts to the Housing Authority and the Housing Authority supports the write off of uncollectible accounts when the following criteria is met: 1) the unit has been vacated by the tenant; 2) the Housing Authority has made a documented effort to collect the account and believes it be uncollectible; 3) the write-off has been approved by resolution of the Housing Authority Board; 4) the approved resolution must include specific tenant detail; and

WHEREAS, the Housing Authority will review the vacated accounts annually and recommend to the Public Housing Authority Board the accounts to be written off each year and

WHEREAS, the vacated un-collectable accounts will be presented to the City Commission for recommendation:

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Alamogordo authorizes the approval by the City Commission of uncollectable write-off accounts per the established policies.

BE IT FURTHER RESOLVED that after the City Commission makes an approval of the write-off of uncollectable accounts as per policy, that the PHA Manager shall notify the contracted Fee Accountant of such write-off.

DONE this 9th day of June 2015.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: ______________________________
Susie Galea, Mayor

ATTEST:

____

Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

____

Stephen P. Thies, City Attorney

Alamogordo Public Housing Authority

Uncollectable Tenant Accounts and Write off Policies

It is the policy of the Alamogordo Public Housing Authority to collect all monies owed for rent, utilities, damages other than normal wear and tear, and other charges. Housing staff will make every effort to collect these charges promptly when due.

The Housing Authority Manager of the Alamogordo Public Housing Authority will make every attempt to collect overdue rents and/or damage charges in excess of Security Deposits through normal collection methods which include telephoning, personally sending or delivering notices, and sending notices by certified mail.

The Housing Authority Manager of the Alamogordo Public Housing Authority is hereby charged with determining when accounts are to be considered uncollectable, and the Housing Authority Manager shall follow the procedures set forth below following this determination.

Procedures

1. If a tenant has vacated an apartment, left no forwarding address and owes the Alamogordo Public Housing Authority rent, utility, damages, or other charges in excess of tenant's security deposit, the Housing Authority Manager will attempt to locate the tenant and collect the charges due. If this method fails, the Housing Authority Manager after 30 days will turn the account over to a collection agency.

2. If, after a period of twelve months from the date of vacancy when the account became delinquent unpaid, rent, utility, damage, or other charges remain uncollected, and all attempts to collect the overdue accounts have failed, the Housing Authority Manager will present this information to the Alamogordo Public Housing Authority Board. The Alamogordo Public Housing Authority Board may then recommend to the City Commission all charges to be written off all the Authority's Accounts Receivable ledgers as uncollectable. Not withstanding collection activity, the vacated tenant will still remain responsible for the balance.

3. If the Alamogordo Public Housing Authority designates an account as uncollectable, this action will be approved by a formal written board recommendation listing the tenant's name, types of charges, and total amounts due. This recommendation shall be recorded in the official Alamogordo Public Housing Authority Board Minutes. The Housing Authority Manager will notify the City Commission of the Public Housing Authority Board recommendation to write off uncollectable accounts and the City Commission will consider such recommendation via resolution. The Housing Authority Manager will contact the contracted Fee Accountant of this decision to write off the uncollectable account and instruct the accountant to write off the charges from the Agency's Accounts Receivable ledgers.

4. The Alamogordo Public Housing Authority will not rent to any former tenant, per HUD guidelines, who has an outstanding unpaid balance with the Authority or other HUD Housing program per 24 CFR 5.233 until all charges are paid in full.

AGENDA REPORT
CITY OF ALAMOGORDO
HOUSING AUTHORITY BOARD

Meeting Date: June 9, 2015 **Report Date:** May 28, 2015 **Report No:** 8

Submitted By: Maggie Paluch **Approved For Agenda:** ____

Subject: Consider, and act upon, HA Resolution No. 2015-05 requesting approval of the Housing Authority budget for Fiscal Year 2016

Fiscal Impact: Fund: 901, 903, 904

Recommendation: Approve the Resolution. **[Roll call vote required]**

Background:
The Housing Authority Advisory Board recommends approving the FY2016 Housing Authority budget.

We are requesting authorization for Chairman to sign HUD form 52574, Operating Budget.

Reviewed By:

City Attorney SPT City Clerk RC Community Development____ Community Services____
Finance____ Housing Authority____ Planning ____ Personnel ____ Public Safety ____
Public Works ____ Purchasing ____ Assistant City Manager ____

HA RESOLUTION NO. 2015-05

A RESOLUTION REQUESTING APPROVAL OF THE FISCAL YEAR 2016 BUDGET

WHEREAS; Fiscal Year 2016 begins July 1, 2015 and ends June 30, 2016: and,

WHEREAS; the budgets have been prepared using current and previous year data, along with several statistical methods; and,

WHEREAS; these budgets apply to Fund 901, Fund 903, Fund 904; and

WHEREAS; the Housing Authority Advisory Board recommends approving the fiscal year 2016 Housing Authority budget; and

WHEREAS; HUD form 52574, Operating Budget, must be signed by the Mayor of the City of Alamogordo City Commission and submitted to the HUD field office; and,

BE IT THEREFORE RESOLVED BY THE CITY OF ALAMOGORDO CITY COMMISION; that the Housing Authority's FY 2016 budget is approved and the Mayor is given authorization to sign HUD form 52574, Operating Budget.

PASSED, APPROVED AND ADOPTED by the Housing Authority Board this 9 day of June, 2015

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By: ______________________________________
Susie Galea, Chairman

ATTEST:

____
Reneé L. Cantin, Secretary

APPROVED AS TO FORM:

____
Stephen P. Thies, City Attorney

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing - Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 04/30/2016)

Public reporting burden for this collection of information is estimated to average **10 minutes per response**, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Alamogordo Housing Authority PHA Code: NM004

PHA Fiscal Year Beginning: 07/01/2015 Board Resolution Number: 2015-05

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

		DATE
☒	Operating Budget approved by Board resolution on:	05/28/2015
☐	Operating Budget submitted to HUD, if applicable, on:	
☐	Operating Budget revision approved by Board resolution on:	
☐	Operating Budget revision submitted to HUD, if applicable, on:	

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name:	Signature:	Date:
Susie Galea		05/28/2015

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: June 9, 2015 **Report Date:** June 01, 2015 **Report No:** 9

Submitted By: LeeAnn Nichols
Finance Director

Approved For Agenda: ______

Subject: Resolution 2015-27 amending the Preliminary FY2014-2015 Budget, with a total appropriation budget of $111,665,020 which includes $ 13,432,632 for the General Fund.

Fiscal Impact:

	Beginning Cash Balances $0
Amount Budgeted:	Revenues $747,415 Increase
Fund:	Expenditures ($109,553) Decrease
	Transfers In/Out $0
	Net Impact $856,968 Increase

Recommendation: Approve the resolution. **[Roll call vote required]**

Background: The City Commission adopted the Fiscal Year budget on May 13, 2014. The Department of Finance & Administration granted written approval of the City of Alamogordo's Fiscal Year 2014-2015 Final Budget on August 20, 2014. Resolution 2015-27 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.

Reviewed By:

City Attorney SPT City Clerk RC Community Development______ Community Services________
Finance______ Housing Authority________ Planning ________ Personnel ________ Public Safety ________
Public Works ________ Purchasing ________ Assistant City Manager ________

RESOLUTION NO. 2015-27

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 2014-2015.

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 20, 2014, for fiscal year 2014-2015; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2014-2015.

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 2014-2015 be and hereby is revised as of June 09, 2015 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2014-2015 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on June 27, 2015 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2014-2015.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 9th day of June 2015.

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

By: ______________________________
Susie Galea, Mayor

ATTEST:

____
Renee Cantin, City Clerk

APPROVED AS TO FORM:

____
Stephen Thies, City Attorney

ALL FUNDS SUMMARY
PRELIMARY 2014-2015

1/12TH REQ RSRV
1,119,386
Fund Reserve Policy
283,730
Bal. Remaining
1,337,971

FY15 RESOLUTION 2015-27

FUND NO.	FY 2014-2015 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	6,788,917	16,113,949	0	6,718,036	(6,718,036)	13,437,132	2,747,698	1,403,116	1,344,582
	Revision #1	0	(11,111)	0	0	0	(4,500)	(6,611)		(6,611)
	Total Revised Fund 11	**6,788,917**	**16,102,838**	**0**	**6,718,036**	**(6,718,036)**	**13,432,632**	**2,741,087**	**1,403,116**	**1,337,971**
12	INTERNAL SERVICE FUND	420,687	430,025	3,434,746	0	3,434,746	4,070,246	215,212	16,633	198,579
15	CORRECTIONS-JAIL	34,479	136,216	45,515	2,629	42,886	171,550	42,031		42,031
16	LODGER'S TAX-PROMOTIONAL FUND	105,535	273,091	0	5,703	(5,703)	365,977	6,946		6,946
17	POLICE COURT BOND	16,293	0	0	0	0	0	16,293		16,293
19	COURT AUTOMATION FUND	62,387	85,396	0	24,251	(24,251)	82,266	41,266		41,266
20	LODGER'S TAX-CITY	175,079	459,760	0	37,764	(37,764)	462,617	134,458		134,458
21	D.A.R.E. DONATIONS FUND	13,463	5,060	0	0	0	8,191	10,332		10,332
22	DESIGNATED GIFT FUND	35,870	1,641	0	0	0	35,770	1,741		1,741
24	GRANT CAPITAL IMPROVEMENT	52,870	381,504	0	0	0	382,004	52,370		52,370
27	MUNICIPAL COURT OPERATIONS	86,377	4,500	409,127	6,273	402,854	406,579	87,152	66,647	20,505
28	POLICE CONTINGENCY	44,752	8,252	0	0	0	13,455	39,549		39,549
	Revision #1	0	11,111	0	0	0	11,111	0		0
	Total Revised Fund 28	**44,752**	**19,363**	**0**	**0**	**0**	**24,566**	**39,549**		**39,549**
31	CEMETERY-PERPETUAL CARE	736,614	14,829	0	0	0	0	751,443		751,443
32	COMMUNITY SERVICES	491,724	704,153	3,218,058	490,575	2,727,483	3,764,074	159,286	107,179	52,107
33	FIRE PROTECTION	310,346	623,768	0	0	0	881,891	52,223	49,721	2,502
36	LAW ENFORCEMENT FUND	(11,620)	130,563	0	0	0	118,921	22		22
37	STATE HIGHWAY FUND	73,073	44,856	0	1,579	(1,579)	25,225	91,125		91,125
38	TRAFFIC SAFETY FUND	53,629	30,248	0	0	0	38,000	45,877		45,877
39	STATE JUDICIAL	3,691	75,500	0	0	0	75,500	3,691		3,691
40	AIRPORT IMPROVEMENT PROJECTS	(28,096)	6,305,915	441,588	0	441,588	6,719,407	0		0
42	1984 GROSS RECEIPTS TAX	2,766,849	1,480,965	0	2,345,715	(2,345,715)	0	1,902,099		1,902,099
44	TRANSPORTATION FUND	991,810	1,176,794	601,028	228,812	372,216	2,336,374	204,446	146,933	57,513
	Revision #4	0	0	0	0	0	(90,110)	90,110		90,110
	Total Revised Fund 44	**991,810**	**1,176,794**	**601,028**	**228,812**	**372,216**	**2,246,264**	**294,556**	**146,933**	**147,623**
48	NEW MEXICO C.D.B.G.	107,625	607,625	0	0	0	607,625	107,625		107,625
49	1986 GROSS RECEIPTS TAX	7,367,641	1,972,664	0	1,837,781	(1,837,781)	1,230,104	6,272,420	334,414	5,938,006
50	PROPERTY ACQUISITION	134,580	14,874	298,830	0	298,830	373,870	74,414		74,414
53	GENERAL OBLIGATION	633,216	714,092	7,589	0	7,589	738,285	616,612		616,612
54	REVERSE OSMOSIS PROJECT RSV	436,869	6,208,682	0	0	0	6,614,419	31,132		31,132
56	99 GRT FLOOD CONTROL BOND PROJ	894,935	6,007	1,201,863	74,258	1,127,605	2,025,982	2,565		2,565
59	REVENUE BOND P & I FUND	7,697	0	2,788,424	0	2,788,424	2,788,424	7,697		7,697
61	MUNICIPAL INFRASTRUCTURE .0625%	353,182	368,077	0	520,309	(520,309)	0	200,950		200,950
63	COMMUNITY DEVELOPMENT	244,829	141,000	128,721	44,158	84,563	329,718	140,674	61,620	79,054
	Revision #4	0	0	0	0	0	(2,150)	2,150		2,150
	Total Revised Fund 63	**244,829**	**141,000**	**128,721**	**44,158**	**84,563**	**327,568**	**142,824**	**61,620**	**81,204**
65	BUILDING CODES	24,735	33,200	103,107	12,335	90,772	134,606	14,101		14,101
69	1994 GROSS RECEIPTS	1,173,623	1,474,597	0	1,228,947	(1,228,947)	0	1,419,273	672,375	746,898
71	ALAMO SENIOR CENTER	253,443	1,143,377	438,928	0	438,928	1,714,740	121,008	120,816	192
74	ALAMO SENIOR CENTER GIFT	97,353	21,923	0	634	(634)	70,485	48,157		48,157
75	RETIRED & SENIOR VOL. PROGRAM	(3,458)	255,415	50,559	16,138	34,421	277,996	8,382	8,362	20
	Revision #2	0	(2,585)	0	0	0	(2,585)	0		0
	Total Revised Fund 75	**(3,458)**	**252,830**	**50,559**	**16,138**	**34,421**	**275,411**	**8,382**	**8,362**	**20**
81	WATER/SEWER OPERATING	11,936,526	9,688,538	98,413	4,077,733	(3,979,320)	13,507,446	4,138,298	1,748,697	2,389,601
82	98 JT WATER/SEWER BOND P&I	1,577,990	10,497	1,941,986	0	1,941,986	1,941,992	1,588,481		1,588,481
86	SOLID WASTE COLLECTION SYS.	239,945	2,027,562	188,408	133,303	55,105	1,895,955	426,657	313,326	113,331
88	BONITO CAMPGROUND	90,234	7,308,353	1,416,768	0	1,416,768	8,544,594	270,761		270,761

FY15 RESOLUTION 2015-27

FUND NO.	FY 2014-2015 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
89	ESGRT .0625%	1,779,290	1,020,495	0	988,408	(988,408)	631,159	1,180,218		1,180,218
90	GOLF COURSE	125,810	1,579,191	234,052	57,443	176,609	1,779,479	102,131	36,541	65,590
91	AIRPORT	273,237	252,047	25,000	86,527	(61,527)	375,608	88,149	41,984	46,165
94	OTERO GREENTREE REG LANDFILL	3,179,055	983,009	0	1,720	(1,720)	1,290,535	2,869,809	872,559	1,997,250
96	SELF-INSURED FUND	689,581	64,167	0	0	0	47,127	706,621		706,621
98	PAYROLL CLEARING	193,667	0	0	0	0	0	193,667		193,667
103	FIRE SERVICES BOND	7,589	0	0	7,589	(7,589)	0	0		0
104	UTILITY DEPOSITS	661,636	0	0	0	0	0	661,636		661,636
105	ECONOMIC DEVELOPMENT	5,034,445	1,037,102	0	0	0	2,184,089	3,887,458	267,673	3,619,785
	Revision #3	0	750,000	0	0	0	750,000	0		0
	Total Revised Fund 105	**5,034,445**	**1,787,102**	**0**	**0**	**0**	**2,934,089**	**3,887,458**	**267,673**	**3,619,785**
107	SELF INSURED/LIABILITY	408,815	2,023	172,000	0	172,000	245,000	337,838		337,838
109	STREET CAPITAL GRT	6,759,806	3,487,326	109,204	1,116,653	(1,007,449)	5,246,199	3,993,484	558,327	3,435,157
	Revision #4	0	0	0	0	0	(713,889)	713,889		713,889
	Total Revised Fund 109	**6,759,806**	**3,487,326**	**109,204**	**1,116,653**	**(1,007,449)**	**4,532,310**	**4,707,373**	**558,327**	**4,149,046**
113	2009 G.O. BOND ACQ FUND	802,366	0	2,578,370	0	2,578,370	3,379,490	1,246		1,246
114	SIDEWALKS REVOLVING LOANS	129,932	863	0	0	0	0	130,795		130,795
115	CORP ESCROW ACCOUNT RESV	0	0	0	0	0	0	0		0
116	REG WATER SUPPLY TRANS LN	(312,256)	1,628,556	242,193	0	242,193	1,558,493	0		0
117	2011 JT W/S REF/IMP REVBD	711,699	0	0	0	0	704,530	7,169		7,169
118	2011 NMFA ST GRT STREET #15	3,506,077	44,062	0	109,204	(109,204)	3,433,409	7,526		7,526
	Revision #4	0	0	0	0	0	(57,430)	57,430		57,430
	Total Revised Fund 118	**3,506,077**	**44,062**	**0**	**109,204**	**(109,204)**	**3,375,979**	**64,956**	**0**	**64,956**
119	2012 GRT REF/IMP REVBD	2,156,533	15,951	0	0	0	2,116,758	55,726		55,726
121	2015 GO BONDS-FUN CENTER	0	6,000,000	0	0	0	6,000,000	0		0
122	2015 GO BONDS-STREETS	0	4,500,000	0	0	0	4,500,000	0		0
901	HOUSING LOW RENT OPERATING	1,140,302	882,962	0	0	0	1,327,152	696,112		696,112
903	HOUSING HOMEOWNERSHIP OPER	691,484	3,170	0	0	0	203,198	491,456		491,456
904	HOUSING CAPITAL FUND PROJECTS	(0)	560,927	0	0	0	560,927	(0)		(0)
	TOTALS FY2015	**66,734,761**	**83,292,734**	**20,174,477**	**20,174,477**	**0**	**111,665,020**	**38,362,475**	**6,826,923**	**31,535,552**
	Prior Resolution	66,734,761	82,545,319	20,174,477	20,174,477	0	111,774,573	37,505,507		
	7 Adjustments Resolution 2015-27	0	747,415	0	0	0	(109,553)	856,968		

Resolution 2015-27 June 9, 2015

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT

REVISION #1

This budget revision is to correct the receipt of the sale of scrap from the sale of guns that were part of confiscations. This sale of scrap should have been receipted to the Fund 28-Police Contingency, which is the fund that accounts for all confiscated item sales/transactions. $4,500 of these funds was approved to be used for the Evidence Software program purchase earlier in the year, this transaction is also being corrected to Fund 28. The remaining $6,611 is the remaining balance of the auction sale of the confiscated items and the Police Department is requesting that this amount be approved for expenditure to used for the purchase of a mobile app and Tasers.

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
11	**GENERAL FUND**				
	Revenues				
	011-0000-316.15-05	Sale of Scrap	11,270	**(11,111)**	159
	Expenditures				
	011-4104-420.60-23	Computer Software	4,500	**(4,500)**	0
28	**POLICE CONTINGENCY**				
	Revenues				
	028-0000-316.15-05	Sale of Scrap	0	**11,111**	11,111
	Expenditures				
	028-0004-420.60-23	Computer Software	0	**4,500**	4,500
	028-0004-420.57-64	Services-Narcotics	5,000	**6,611**	11,611
		Total Expenditures	5,000	**11,111**	16,111

REVISION #2

Original budget revision submitted and included in the April 28, 2015 Budget Resolution was to increase revenue & expenditures for additional funding received from United Way. The department used the incorrect amount on that resolution, which should have been to add $624 instead of $3,215. This budget revision is to correct that error.

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
75	**RETIRED SENIOR VOLUNTEER PROGRAM**				
	Revenues				
SV15UW	075-0000-316.15-55	United Way	5,800	**(2,585)**	3,215
	Expenditures				
SV15UW	075-8201-445.57-53	Volunteer Travel	5,800	**(2,585)**	3,215

REVISION #3

On May 26, 2015 the City Commission approved the Ordinance for the LEDA-Orogrande Garnett LLC for agreements in accepting the State Economic Development Funding of $750,000 for this project. The agreement allowed for the acquisition per agreement with Orogrande Garnett to close on acquisition on the following Monday, June 1. A budget resolution was not done to provide for the expenditure budget, and a separate in-house revision was done from the incentive line (moving $500K), and the balance from the PreCheck project (moving $250K), to cover the expense for the Orogrande Garnett LLC agreement. Therefore, this adjustment is to replace those funds.

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
105	**ECONOMIC DEVELOPMENT**				
	Revenues				
ED1506	105-0000-317.16-13	State Grant/LEDA - Orogrande	0	**750,000**	750,000
	Expenditures				
	105-0407-450.57-28	Incentives	0	**500,000**	500,000
ED0603	105-0407-450.57-28	Incentive/PreCheck	425,002	**250,000**	675,002
		Total Expenditures	425,002	**750,000**	1,175,002

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT

REVISION #4

This budget revision is to reduce expenditures for projects that are complete and return the funds to the fund balances.

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
44	**TRANSPORTATION**				
	Expenditures				
EN1201	044-9499-990.56-35	Advertising/N Florida Sidewalk	1,576	**(1,576)**	0
EN1209	044-9499-990.57-35	In-House Eng/Pecan Alignment	13,291	**(13,012)**	279
EN1104	044-9499-990.57-35	In-House Eng/Fairgrounds Ph 2	1,082	**(1,082)**	0
EN1201	044-9499-990.67-31	Sidewalks/N Florida Sidewalk	73,009	**(73,009)**	0
EN1101	044-9499-990.67-31	Sidewalks/ADA Compliance	161	**(161)**	0
EN1209	044-9799-990.68-99	ICIP/Pecan Alignment	1,270	**(1,270)**	0
		Total Expenditures	90,389	**(90,110)**	**279**
63	**ENGINEERING**				
	Expenditures				
EN1209	063-5005-419.60-23	Computer Software/Pecan Alignment	2,150	**(2,150)**	0
109	**STREET CAPITAL GRT**				
	Expenditures				
EN1401	109-9003-430.57-35	In-House Eng/Crack Seal	7,722	**(7,722)**	0
EN1401	109-9003-430.65-29	Street Capital/Crack Seal	86,504	**(75,741)**	10,763
EN1209	109-8903-430.57-35	In-House Eng/Pecan W Alignment	5,000	**(5,000)**	0
EN1209	109-8903-430.62-35	Contract Eng/Pecan W Alignment	26,281	**(26,281)**	0
EN1209	109-8903-430.65-29	Street Capital/Pecan W Alignment	420,242	**(396,689)**	23,553
EN1104	109-8903-430.57-35	In-House Eng/Fairgrounds Ph 2	15,819	**(15,814)**	5
EN1104	109-8903-430.65-29	Street Capital/Fairgrounds Ph 2	186,642	**(186,642)**	0
		Total Expenditures	748,210	**(713,889)**	34,321
118	**11 NMFA St GRT #15**				
	Expenditures				
EN1308	118-7903-430.57-35	In-House Eng/Fairgrounds P&P	6,680	**(660)**	6,020
EN1308	118-7903-430.65-29	Street Capital/Fairgrounds P&P	274,480	**(6,617)**	267,863
EN1309	118-7903-430.57-35	In-House Eng/Scenic P&P	21,432	**(15,692)**	5,740
EN1309	118-7903-430.65-29	Street Capital/Scenic P&P	715,301	**(6,164)**	709,137
EN1311	118-7903-430.57-34	Contract Services/Washington P&P	5,337	**(5,337)**	0
EN1311	118-7903-430.57-35	In-House Eng/Washington P&P	7,869	**(5,697)**	2,172
EN1312	118-7903-430.65-29	Street Capital/Florida P&P	35,775	**(17,263)**	18,512
		Total Expenditures	1,066,874	**(57,430)**	1,009,444

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: June 9, 2015 **Report Date:** May 29, 2015 **Report No:** 10

Submitted By: Stephen P. Thies **Approved For Agenda:** [signature]

Subject: Consider, and act upon, a request by Susan Payne, Love, Inc. for a reimbursement of administrative fee for a Utility Lien on 3206 Thunder Road.

Fiscal Impact: NA
Amount Budgeted: NA
Fund: NA

Recommendation: **Approve request**

Background: Ms. Susan Payne, Love, Inc. has requested the Commission to reimburse Love, Inc. in the amount of $200.00 for the Administrative Fee associated with a Utility Lien filed on the property located at 3206 Thunder Road. The owners of the property, Mr. and Mrs. William J. Pratt, were the victims in a criminal investigation and were not occupying the property for a period of time. During this time a Utility Lien was filed in the amount of $493.50. At the end of April, Mr. Pratt came in to turn the water on at his property. Because of the lien, he was not able to come up with the funds to pay the lien and turn on the water.

Susan Payne, Love, Inc. paid the lien so Mr. and Mrs. Pratt could have the water turned on. Ms. Payne is requesting a reimbursement of the $200.00 Administrative Fee.

The legal department recommends Ms. Payne's request be approved.

Reviewed By:

City Attorney SPT City Clerk RC Community Development_______ Community Services________
Finance_______ Housing Authority_________ Planning _________ Personnel ________ Public Safety ________
Public Works _________ Purchasing ________ Assistant City Manager _________

RECEIVED
APR 27 2015
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: ____________

Date of Meeting: ~~May 26, 2015~~ June 9, 2015

Name: Susan Payne, Love INC

Address: 2826 Indian Wells Rd

Alamogordo ZIP 88310

Phone Number: (575) 439-4812

E-Mail Address: loveincotero@live.com

Item requested will be for: (Please check one)

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

[ ] Public Hearing [ ] Report [X] Other: Request for Reimbursement

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

we have a client (elderly) that was taken advantage of by a car dealership in town and as a result they temp. lost their house. This turned in to a criminal investigation and they did get their house back but found themselves w/o water. We are paying all fees and request a waiver/reimb. of admin fee.

Signature: Susan

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

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

Revised 5/7/2014

✓

RELEASE OF LIEN

The City of Alamogordo, New Mexico, a New Mexico municipal corporation, claimant under that certain Notice of Lien directed toward **William J. & Dorothy B. Pratt Rev. Living Trust,** executed on March 24, 2015 and filed on April 13, 2015 as Instrument No. 201502513 of the Records of the County Clerk, Otero County, New Mexico, and concerning property located in Scenic Heights, Lot 22 of the City of Alamogordo, County of Otero, State of New Mexico, having the street address **3206 Thunder Road**, Alamogordo, New Mexico, by and through its City Clerk, does hereby acknowledge payment in full of the principal amount of the lien and accrued interest and hereby releases its lien upon the real estate described in the Notice of Lien referenced above.

Executed this 13th day of May 2015.

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

By: Reneé L. Cantin
Reneé L. Cantin, City Clerk

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

The foregoing Release of Lien was acknowledged before me this 13th day of May, 2015, by Reneé L. Cantin, City Clerk, City of Alamogordo, New Mexico, a New Mexico municipal corporation, on behalf of the corporation.

Dorothy J. Murphy
Notary Public

My commission expires:
November 5, 2015

DOROTHY J. MURPHY
NOTARY
PUBLIC
STATE OF N.M.

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

PAYMENT VERIFIED:

Sue Ashe
Sue Ashe, Accounting Project Analyst

COUNTY CLERK
OTERO
COUNTY
NEW MEXICO

Account #52423-5972

REC DATE:5/28/15 REC TIME:11:34.18 AM INSTR#:201503668 CLK
OTERO COUNTY DENISE GUERRA COUNTY CLERK PAGE 1 OF 1

UTILITY LIEN PAYOFF

Prepared By:	DMURPHY	Date:	4/20/2015
Address:	3206 Thunder Rd	Lien filed:	4/13/2015
Lien#:	1459	Name:	Pratt
Acct#:	52423-5972		

Interest:	12%	0.000328767 per day		
4/13/2015	$ 493.50		$1.62	10
	$ 493.50			

$ 493.50	Lien amt
$ 50.00	filing fees
$ 1.62	interest
$ 545.12	**total due**

PAYOFF GOOD THROUGH: **4/30/2015**

79 - Pratt
95 - wife
Vision Ford - ti
crimina
Salesman @

CITY OF ALAMOGORDO, NEW MEXICO
R E P R I N T
*** CUSTOMER RECEIPT ***
Oper: SALAZARDT Type: OC Drawer: 1
Date: 5/12/15 01 Receipt no: 108363

Customer	Location	Name	Amount
52423	5972	PRATT, WILLIAM JOSEP	
UP		UTILITY PAYMENT	$545.12
Remaining balance:			$51.62-

Tender detail
CK CHECK $545.12
Total tendered $545.12
Total payment $545.12

Trans date: 5/12/15 Time: 14:21:20

THANK YOU AND HAVE A NICE DAY

me
A
niture.

CITY OF ALAMOGORDO
1376 E. Ninth Street
Alamogordo, NM 88310

4/20/2015

1459

NOTICE OF LIEN

NOTICE IS HEREBY GIVEN that the City of Alamogordo, New Mexico ("City"), by and through its Clerk, claims a lien upon the below-described property.

1. The lien is established under City ordinances codified as §§28-02-120 and 28-03-060, *Code of Ordinances of the City of Alamogordo, New Mexico* and under §§3-23-6 and 3-26-2 NMSA 1978 (As Amended).

2. The purpose of the lien is to recover unpaid charges for water, sewer services provided by the City.

3. The name of the owner and the property against which the lien is William J. & Dorothy B. Pratt Rev. Living Trust, whose address is 3206 Thunder Road, Alamogordo, NM 88310.

4. The property against which the lien is established is described as follows:
   Scenic Heights, Lot 22 of the City of Alamogordo, County of Otero, State of New Mexico having the street address of 3206 Thunder Road, Alamogordo, NM 88310.

5. The Principal amount of the lien is $493.50.

6. The lien is established for services provided during the period from 8/17/2014 to 1/12/2015 (account #52423-5972).

7. The principal amount of the lien shall bear interest at the rate of twelve (12%) percent per year from the date of filing of the Notice of Lien unless otherwise provided by law.

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

By: Renee L Cantin
RENEÉ L. CANTIN, CITY CLERK

STATE OF NEW MEXICO)
) ss.
OTERO COUNTY)

The foregoing Notice of Lien was acknowledged before me this 24th day of March 2015, by Reneé L. Cantin, City Clerk of the City of Alamogordo, New Mexico, a New Mexico municipal corporation, on behalf of said corporation.

Dorothy J. Murphy
Notary Public

My commission expires: Nov. 5, 2015

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

APPROVED AS TO AMOUNT:

Sue Ashe
Sue Ashe, Accounting Project Analyst

OTERO COUNTY

REC DATE:4/13/15 REC TIME:12:48:21 PM INSTR#:201502513 CLK dm
OTERO COUNTY,DENISE GUERRA COUNTY CLERK PAGE 1 OF 1

1459

To: Stephen Thies, City Attorney
From: Stephanie Reyes, Utility Billing Collections Clerk SR
Date: March 17, 2015
Thru: Nichole Sierra, Utility Billing Supervisor SN
Re: Delinquent account; 3206 Thunder Rd

RECEIVED
MAR 18 2015
CITY ATTORNEY'S OFFICE

PLEASE PLACE A LIEN AGAINST THE PROPERTY LISTED BELOW:

PROPERTY OWNER INFORMATION
William J & Dorothy B Pratt
Rev Living Trust
3206 Thunder Rd
Alamogordo, NM 88310

PROPERTY ADDRESS
3206 Thunder Rd

LEGAL DESCRIPTION
Subd: SCENIC HEIGHTS Lot: LT 22

OWNER OCCUPIED HOME WHEN DEBT WAS INCURRED
Account Name: William Joseph Pratt
Account Number: 52423-5972
Start Date: 3/2/2001 Term Date: 1/12/2015

BREAKDOWN OF CHARGES

TIME PERIOD

Bill:	10/14/14	Service:	08/17/14	to	09/15/14	$	48.75
Bill:	11/10/14	Service:	09/16/14	to	10/16/14	$	50.35
Late Charge:	11/11/14					$	10.00
Late Charge:	12/09/14					$	10.00
Bill:	12/15/14	Service:	10/17/14	to	11/16/14	$	50.59
Final Bill:	01/13/15	Service:	11/17/14	to	01/12/15	$	123.81

Subtotal	$	293.50
Admin Fee	$	200.00
Total	**$**	**493.50**

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: June 9, 2015 **Report Date:** May 26, 2015 **Report No:** 11

Submitted By: Stephen Thies, City Attorney **Approved For Agenda:** ________

Subject: Consider, and act upon, an Intergovernmental Agreement between the New Mexico Economic Development Department and the City of Alamogordo related to the LEDA Capital Outlay Program.

Fiscal Impact: $0
Amount Budgeted: $0
Fund: (105)

Recommendation: Approve the Intergovernmental Agreement.

Background: The New Mexico Economic Development Department (NMEDD), under the state LEDA-Capital Outlay Program, is able to provide grant funding to qualified entities throughout the state. However, since the NMEDD cannot directly provide funds to such an entity, the department needs to partner with local governmental unit that has enacted a LEDA ordinance. NMEDD has notified the City of Alamogordo that it had awarded a $75,000 grant to PreCheck pursuant to this program and requested that the City of Alamogordo administer the LEDA grant since the City has enacted a LEDA ordinance.

In order to facilitate this grant, the City of Alamogordo is first required to enter into an intergovernmental agreement with NMEDD. The funds are then distributed to the qualifying entity in accordance with a project agreement between the entity and the City.

The financial assistance being received by PreCheck will be used to made improvements to its facility located at 3453 Las Palomas Road to increase its capacity from 142 to 200 individuals.

Staff is recommending the City Commission approve the intergovernmental agreement.

Reviewed By:

City Attorney SJT City Clerk RC Community Development________ Community Services________
Finance________ Housing Authority________ Planning ________ Personnel ________ Public Safety ________
Public Works ________ Purchasing ________ Assistant City Manager ________

INTERGOVERNMENTAL AGREEMENT
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND
THE CITY OF ALAMOGORDO, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City of Alamogordo ("City"), and collectively referred to as "the Parties," with reference to the following facts.

SECTION 1: RECITALS:

WHEREAS, the New Mexico State Legislature enacted Laws 2014, Chapter 63, Section 5, Subsection 33 which appropriated ten million dollars ($10,000,000) to EDD "[f]or economic development projects pursuant to the Local Economic Development Act" (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §§ 5-10-1 through 5-10-13 (2007) ("LEDA"), is to provide "public support for economic development to foster, promote and enhance local economic development efforts...;" and

WHEREAS, the City has adopted LEDA by Ordinance No. 983, which established the City's Economic Development Plan that promotes economic development within the City; and

WHEREAS, the City has adopted Ordinance No. 1497 ("Ordinance") to approve the economic development project ("Project") with PreCheck, Inc., ("PreCheck) for the purpose of making certain building modifications to its Alamogordo facility to allow for an increase in its Alamogordo workforce; and

WHEREAS, the City has entered into a Local Economic Development Project Participation Agreement ("PPA") with PreCheck and, pursuant to the terms of that PPA, will provide a substantive contribution in exchange for the public contribution. A copy of the PPA and any amendments are attached hereto as Exhibit A; and

WHEREAS, EDD and the City desire to enter into this Agreement to facilitate disbursement of funds for the Project;

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 2. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to place the primary responsibility on the City for overseeing and administering the appropriation for the Project. It is the intent of the Parties that EDD will reimburse the City for expenditures made to implement the Project in an amount not to exceed seventy-five thousand dollars ($75,000) from the appropriation. The Parties agree that any and all State funds received will be accounted for by City as the fiscal agent for EDD in accordance with the procedures the City will use to account for it own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 3. SCOPE OF WORK:

The City will act as fiscal agent for the appropriation supporting the Project. EDD will reimburse the City for expenditures made to implement the Project in an amount not to exceed seventy-five thousand dollars ($75,000) from the appropriation, pursuant to Section 5-10-3(D) of LEDA. In exchange for the Appropriation, PreCheck will create an additional 30 jobs at its Alamogordo facility during the three (3) years after the execution of this Agreement. The City will review the project timeline and progress annually until the three-year anniversary of this Agreement or until it certifies to the City and EDD that the requisite substantive contribution has been provided.

EDD and the City agree that failure of PreCheck to make the required contribution will result in a violation of the terms and conditions of this Agreement. Such violation, after any cure period granted, will require that the City foreclose on the security interest. All the terms, conditions and requirements set forth under the PPA are incorporated into this Agreement by reference.

SECTION 4. CITY OF ALAMOGORDO RESPONSIBILITIES:

The City shall:

1. Submit all documentation supporting expenditures made to implement the Project in a format acceptable to EDD;
2. Notify EDD in writing of any default by PreCheck within 10 days of the event of default;
3. Serve as Fiscal Agent for the funds transferred to it under this Agreement;
4. Complete all of the following goals identified in this Agreement within the time limits agreed upon by the Parties:
    a. Account for receipts and disbursements of reimbursed funds;
    b. Provide EDD with the required financial documentation pertaining to this disbursement;
    c. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the City Commission accepting the Project as a qualifying entity for LEDA, with the accompanying endorsed Project Application and

PPA entered into by the City and PreCheck, a fully executed copy of the required security, and copies of invoices and other documentation as required by EDD within the time required; and

5. Not impose any obligations on EDD with respect to the administration of this Project, other than the reimbursement of funds described in this Agreement; and

6. Monitor job creation by PreCheck and report the number of jobs created twice yearly to EDD for a period of three years following completion of the Project. Job reports shall include a copy of FORM-903 provided by Accurate to the City, on file with the New Mexico Department of Workforce Solutions.

The Parties shall create a Schedule listing all such time limits which shall then be appended to this Agreement and thereupon incorporated into this Agreement and made a part hereof by this reference as though set forth in full.

SECTION 5. CITY CERTIFICATIONS:

As Fiscal Agent, the City hereby assures and certifies that:

1. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of State funds;
2. It has the legal authority to receive and expend the funds;
3. It will enforce the provisions of Ordinance No. 1497 approving the Project;

4. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long term economic development benefits;

5. It will provide EDD all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and copies of all reports and documentation it receives from PreCheck;

5. It has entered into a PPA and has obtained all financial documentation necessary to protect the City's and the State's investments in this project;

6. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined in Section 2 - Purpose of Agreement and Section 3 - Scope of Work stated above;

7. It will notify EDD of any default within 10 days of the event of default. Further, the City shall provide the opportunity for any default to be cured by PreCheck in accordance with the PPA prior to termination thereof.

8. No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement.

10. It has complied with Article IX, Section 14 of the New Mexico Constitution, known as the "anti-donation clause."

SECTION 6. EDD RESPONSIBILITIES:

EDD shall:

1. Transfer an amount not to exceed seventy-five thousand dollars ($75,000) from the appropriation to the City for expenditures made to implement the Project; and

2. At its discretion, review and audit the Project if it is deemed to be necessary or desirable.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate when PreCheck documents that the required substantive contribution has been provided.

SECTION 8. LIABILITY:

No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, et seq. The Parties may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the Party, as determined by the Party responsible for payment.

SECTION 9. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS:

1. Property purchased under this Agreement for the Project shall remain with the purchasing Party unless otherwise agreed upon.
2. The City shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used, and such other records as EDD may require.
3. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by the City, the City shall return said funds to EDD for disposition in accordance with law.

SECTION 10. STRICT ACCOUNTABILITY:

The City shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 11. REPORTS:

The City shall submit bi-annual reports in May and November of each year during the life of this Agreement to EDD respecting direct and indirect job creation and retention attributable to the State Appropriation and a Final Report EDD on or before the termination of this Agreement. The Final Report shall contain a description of work accomplished, the methods and procedures used, a detailed budget breakdown of expenditures, a description of any problems or delays encountered and the reasons therefore, and such other information as may be requested by EDD.

SECTION 12. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to a Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The Parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

To EDD:

Juan Torres
Economic Development Department
Joseph Montoya Building
1100 St. Francis Drive
Santa Fe, New Mexico 87505
juan.torres@state.nm.us

To the City:
City Manager
1326 E 9th Street
Alamogordo, NM 88310
jstahle@ci.alamogordo.nm.us

SECTION 13. AMENDMENTS:

This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 14. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below,

CITY OF ALAMOGORDO, NEW MEXICO

By: ________________________________

Its: ________________________________

Date: ________________________________

APPROVED AS TO FORM

By: ________________________________

Its: Attorney for the City of Alamogordo

ECONOMIC DEVELOPMENT DEPARTMENT

By: ________________________________

Jon Barela

Its: Cabinet Secretary

Date: ________________________________

By: ________________________________
Wade Jackson

Its: General Counsel, certifying legal sufficiency

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: June, 2015 **Report Date:** May 29, 2015 **Report No:** 12

Submitted By: Stephen P. Thies **Approved For Agenda:** ________

Subject: Consider, and act upon, the first publication of Ordinance No. 1497 approving a Local Economic Development Project for secured financial assistance proposed by PreCheck

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Fiscal Impact: NA
Amount Budgeted: NA
Fund: NA

Recommendation: Approve the first reading of Ordinance No. 1497 approving a Local Economic Development Project for secured financial assistance proposed by PreCheck

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Background: As described in the preceding agenda item, the New Mexico Department of Economic Development has requested the City of Alamogordo to serve as the fiscal agent for an economic development project proposed by PreCheck. As described in the application to the Department, the company is requesting funds to allow it to increase the capacity of its Alamogordo facility located at 3453 Las Palomos Road. Provided the Commission approves the intergovernmental agreement with the State, the next step in the process is approval of the Project Participation Agreement between the City and PreCheck. Beyond the initial processing of the paperwork, the City's future involvement with the project will consist of conducting employment audits every six months for the next three years.

Staff requests approval of the attached Project Participation Agreement which is accomplished by approving the attached ordinance.

Reviewed By:

City Attorney SPT City Clerk KC Community Development________ Community Services________
Finance________ Housing Authority________ Planning ________ Personnel ________ Public Safety ________
Public Works ________ Purchasing ________ Assistant City Manager ________

ORDINANCE NO. 1497

APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT FOR SECURED FINANCIAL ASSISTANCE PROPOSED BY PRECHECK

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALAMOGORDO, NEW MEXICO that the following is added to the municipal code:

Pursuant to the City of Alamogordo Economic Development Plan, Ordinance No. 983 and NMSA 1978 Section 5-10-1, et seq. (Local Economic Development Act – "the Act"), the proposed economic development project of PreCheck ("the Company") which is on file with the City Clerk and available for public inspection, is approved for the purposes set forth in NMSA 1978 Section 5-10-1, et seq. and the City of Alamogordo is authorized to enter into a Project Participation Agreement ("The Agreement") with the Company is required by Section 10 of the Act, and in substantially the same form as attached hereto, the terms of which are incorporation herein.

The City Commission finds as follows:

1. The Company is an entity as defined in NMSA 1978, Section 5-10-3G;
2. Under the Agreement, the Company will provide a substantive contribution for the proposed project as described in NMSA 1978, Section 5-10-10B in the form of going concern, a limited tax base, and employment;
3. The Agreement complies with the requirements of the Act and Ordinance No. 983;
4. The benefit of the proposed project to the City of Alamogordo is repayment of the financial assistance through the creation of jobs and other benefits arising from employment and economic activity under the project which

exceeds the cost to the City of providing to the Company the assistance specified in the agreement, and

5. The Agreement complies with the requirements of Section 10 of the Act and is hereby adopted and approved.

BE IT FURTHER ORDAINED, that the Mayor of the City of Alamogordo, New Mexico is authorized and directed to do all things necessary to implement this ordinance that is lawfully adopted.

PASSED, APPROVED AND ADOPTED this _______ day of __________, 2015.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By:_________________________________
Susie Galea, Mayor

ATTEST:

____
Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

____
Stephen P. Thies, City Attorney

PROJECT PARTICIPATION AGREEMENT

THIS PROJECT AGREEMENT by and between the City of Alamogordo, New Mexico a New Mexico municipal corporation (the "City") with its principal place of business being situated in Otero County, New Mexico, and PreCheck, Inc., a for profit Texas corporation registered with the New Mexico Public Regulation Commission for the purpose of conducting business within the State of New Mexico, whose business address is 1283 North Post Oak Road, Houston, Texas 77055-7200 ("PreCheck").

RECITALS

A. The purpose of this Agreement is to allow PreCheck to make building modifications to its Alamogordo facility to increase occupancy from its current level of 142 to a capacity of 200 (the "Project"). The Project includes enclosing some outdoor space to increase the usable square footage of the facility and redesigning workspaces to increase capacity. Completion of the Project as hereinafter described pursuant to the terms and conditions hereof is in the best interests of the City and the health, safety, and welfare of the residents and the taxpayers of the City of Alamogordo, and is in accord with the public purposes and provisions of applicable state and local laws.

B. PreCheck has submitted to the State of New Mexico (the "State") an application in the form attached to this Agreement as Exhibit A (the "PreCheck Application") proposing that, in exchange for certain LEDA assistance described below, PreCheck will add 30 new positions to workforce at its Alamogordo facility.

C. The State, through its New Mexico Economic Development Department (the "Department") has chosen to provide an appropriation of $75,000 to the City to support the Project which in turn will allow PreCheck to create new employment opportunities for residents of the City and increased tax revenues resulting from such business development within the City (the "EDD Appropriation").

D. The City and the State are parties to a certain Intergovernmental Agreement dated June ___, 2015 (the "IGA"), in which the City agreed to oversee and administer the appropriation.

C. By Ordinance No. _______, adopted __________, 2015 ("Approval Date"), the City has adopted an Ordinance which establishes that PreCheck meets the requirements of the Local Economic Development Act and that PreCheck has provided information that the Project is a qualify project under the LEDA Ordinance, and that PreCheck is a qualifying entity as that term is defined under Section 5-10-2(I)(5), NMSA 1978 (LEDA) and under the LEDA Ordinance.

NOW THEREOF, the Parties agree as follows:

1. Company Contribution. PreCheck will diligently pursue the modifications of its Alamogordo facility located at 3453 Las Palomas Road, Alamogordo, New Mexico, , and the hiring of employees as contemplated by this Agreement, all in accordance with the schedule and other terms and conditions set forth in this Agreement.

2. The State Contribution. As set forth in the IGA, the State has committed to making a contribution of $75,000 for the benefit of the Project (the "State Contribution"), subject to all terms and conditions contained in the state legislation appropriating the State Contribution, and the City has agreed to assume the primary responsibility for overseeing and administering the State Contribution to the Project.

3. **Procedure for Disbursement of the State Contribution.** The City anticipates that the State Contribution will be delivered to the City for subsequent disbursement to PreCheck. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law. If, and only if, the City receives the State Contribution, the City will disburse the State Contribution to PreCheck in the following manner:

(a) From time to time, PreCheck will submit to the City a request for disbursement ("State Disbursement Request") of a portion of the State Contribution to reimburse PreCheck for statutorily eligible expenses of the Project, including building improvements (the "Qualified Expenses"). The State Disbursement Request will include copies of itemized invoices from contractors and certification of payment by an authorized representative of PreCheck.

(b) The City will process each State Disbursement Request within a reasonable time after receipt of a complete State Disbursement Request, but no later than thirty (30) days. If the City reasonably requires additional information to determine that the expenses for which reimbursement is sought are Qualified Expenses, it will promptly request such information from PreCheck. Upon receipt of sufficient confirming information from PreCheck, the City will process the request and disburse the amount requested for Qualified Expenses.

(c) PreCheck acknowledges that, if the State Contribution is not disbursed to the City in advance of PreCheck's requests for reimbursement, but instead are disbursed to the City in response to the submission of State Disbursement Requests by PreCheck to the City and by the City to the State, then processing of reimbursements may take longer than would be the case if the City received the State Contribution in advance. The City will use commercially reasonable efforts to process the State Disbursement Requests in a timely manner, and processing will take no longer than 90 days from the date of receipt by the City of the requested funds from the State or the date of receipt by the City of a complete State Disbursement Request from PreCheck, whichever is later.

4. **Time Commitment.** PreCheck will commence the repairs and upgrades to the Facility within 60 days of the Effective Date and thereafter diligently pursue a timely completion of the work.

5. **Job Commitment and Clawbacks.**

(a) Jobs Creation Commitment. During a 36 month period (the "Project Period"), commencing with the Effective Date, PreCheck will create and maintain a total of new 30 permanent, full-time (or full-time equivalent) jobs according to the following schedule ("Job Commitments"):

			Number of Jobs Created	
Job Title or Type	Estimated Pay Scale	At Start-up	Beginning of Year 2	Beginning of Year 3
Reference Investigator	$11.00 per hour		15	15

Total Number of Jobs Created	30

For purposes of satisfying its Job Commitments, PreCheck will be required to demonstrate that it has created a permanent, full-time job. A permanent, full-time new job is defined as a job that provides 2,080 hours a year of employment paying a minimum of $11.00 per hour. At the conclusion of year 2 (beginning of year 3), PreCheck will have satisfied its Job Commitments if it has created 15 new permanent, full-time (or full-time equivalent) jobs. At the conclusion of year 2 (beginning of year 3), PreCheck will have satisfied its Job Commitments if it has created an additional 15 new permanent, full-time jobs. PreCheck shall thereafter maintain a total of 30 permanent, full-time jobs through the Project Period. PreCheck shall only be credited for the creation of jobs performed within Otero County, New Mexico, and will not receive credit for its existing employment base, which PreCheck has represented in its LEDA application to consist of 142 permanent, full-time employees earning a minimum of $11.00 per hour.

(b) **Performance Clawbacks.** If PreCheck fails to achieve the required Job Commitments prior to the expiration of the Project Period, the City may make demand repayment of the entire amount of the State Contribution.

(c) **Facility Closure Clawback.** Should PreCheck cease operations at its Alamogordo facility prior to the expiration of the Project Period, PreCheck shall, within ninety (90) days of the cessation of operations, pay to the City, in cash, an amount equal to the State Contribution.

(d) **Unpaid Payments.** Any clawbacks not paid when due shall bear interest at the rate of prime plus 3% per annum from the due date until paid.

6. **Security Interest.** To secure the performance of its obligations under this Agreement, PreCheck will execute a surety bond in favor of the City of Alamogordo. If PreCheck achieves the required employment and payroll thresholds prior to the expiration of the Project Period, and PreCheck continues to employ the required employees at its Alamogordo Facility as of the expiration of the Project Period, then the bond will terminate on such date.

7. **Quarterly Reporting Requirements, Performance Review and Termination.** At a time determined by the City, but no less frequently than quarterly, PreCheck will provide to the City data on its workforce, including copies of Form ES-903 filed with the New Mexico Department of Workforce Solutions, and such other information deemed necessary for the City to determine whether PreCheck has met its obligations under this Agreement. At the conclusion of the Project Period, the Project will be subject to a performance review and audit conducted by City staff, which will evaluate whether the Project has attained the goals and objectives set forth in Section 5 of this Agreement. PreCheck shall fully cooperate in the performance review and audit process by making all of its personnel, employees, and books and records available to the County at all reasonable times upon request. All information regarding PreCheck shall be treated in confidence to the fullest extent allowed by law; provided, however, that nothing in this Agreement shall be construed or permit or require the City to circumvent, obstruct, or fail to comply with the New Mexico Inspection of Public Records Act, §§ 14-2-1 et seq. (NMSA 1978).

9. **Effective Date.** This agreement will become effective when both parties have signed it. The date this agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement. ***If a party***

signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement.

10. Obligation to Perform. The failure of the City to insist, in any one or more instances, upon performance of any of the terms or covenants of this Agreement shall not be construed as a waiver or relinquishment of the City's right to the future performance of any such terms and covenants, and the obligations of PreCheck with respect to such future performance shall continue in full force and effect.

11. Termination and Recovery of Appropriation.

(a) Events of Default. The following events shall constitute events of default under this Agreement:

(i) Failure of PreCheck to fulfill, in whole or in part, any obligation required by this Agreement.

(ii) Cessation by PreCheck of its garnet processing operations in Otero County.

(iii) Filing by PreCheck of a petition, case, proceeding, or other action against the City as a debtor under any debtor relief law or seeking appointment of a receiver, trustee, custodian, or liquidator of PreCheck.

(iv) The abandonment by PreCheck of all or a portion of its Otero Facility.

(v) The discovery by the City that any representation, warranty, or covenant made by PreCheck in connection with this Agreement was or has become false, materially misleading, erroneous, or breached in any material respect.

(vi) PreCheck assigns, sells, hypothecates, or transfers a majority interest in its business entity, whether in a single transaction or a series of transactions. (If PreCheck desires to assign, sell, hypothecate, or transfer a majority interest in its business entity, whether in a single transaction or a series of transactions, before expiration of this Agreement, the City retains the right to reject any and all assignments, sales, hypothecations, or transfers of any interest in PreCheck's business entity until, in the sole discretion of the City, adequate assurances are given that the assignee, buyer, hypothecatee, or transferee is a qualifying entity under the Alamogordo Economic Development Plan and that terms of this Agreement will be satisfied by the assignee, buyer, hypothecatee, or transferee.)

(b) Qualifying Entity's Response to Default. Upon the occurrence of an event of default by PreCheck specified in this Agreement, the City shall notify PreCheck in writing that an event of default has occurred under this Agreement. Within thirty (30) days of the receipt of such notice, PreCheck shall:

(i) Cause the default to be cured; or

(ii) Furnish a written response indicating:

(1) The factors which caused or contributed, in whole or in part, to the occurrence of default;

(2) The measures PreCheck has undertaken to avoid the reoccurrence of default in the future;

(3) Whether any performance measure not achieved can still be achieved in a timeframe acceptable to the City; and

(4) What further action PreCheck plans to take to achieve the performance measure in a timeframe acceptable to the City.

(c) City Response to Default. The City staff shall review the response furnished by PreCheck and within thirty (30) days from the receipt of such response, recommend to the City Commission whether to modify or terminate this Participation Agreement. PreCheck shall have an opportunity to make a presentation to the City Commission at any meeting where such recommendation will be acted upon. The decision of the City Commission will be final and binding. Other than the opportunity for PreCheck to make a presentation to the City Commission, in the event of default nothing herein shall be construed to limit in any way the power and authority of the City Commission to terminate this Agreement and to demand immediate repayment of the Economic Incentive, including all interest both accrued and deferred; and to foreclose upon, collect, and recover all collateral pledged by PreCheck as security for the Promissory Note if repayment is not made.

12. Effect of Termination. Except for any obligations that accrue prior to such termination or except as otherwise provided in this Agreement, which obligations shall survive the termination of this Agreement, other rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable date of termination of this Project Agreement.

13. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances of this Agreement.

14. Appropriations. The performance by the City of any of the terms, covenants, or conditions in this Agreement that the City is obligated to perform shall be subject to the availability of appropriated funds that may be lawfully used for such purpose.

15. Miscellaneous Provisions:

(a) If any legal action should be necessary for the enforcement of this Project Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provision of this Agreement, the City shall be entitled to recover its reasonable attorney fees and/or other costs incurred in that action or proceeding in addition to any other relief which the City may be entitled to under the law.

(b) The parties agree that in the event of any dispute, venue for such dispute shall be laid and established in the District court of Otero County, New Mexico and no other.

(c) City and PreCheck will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions.

CITY OF ALAMOGORDO

Date:______________________ By:__________________________________
James R. Stahle, Its City Manager

ATTEST:

____
Reneé L. Cantin, City Clerk

PRECHECK, INC.

Date:______________________ By:_________________________________

____
Its __________________________

APPROVED AS TO FORM:

____
Stephen P. Thies, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: June 9, 2015 **Report Date:** May 26, 2015 **Report No:** 13

Submitted By: Rachel Hughs **Approved For Agenda:** ________
Admin. Asst/City Clerk's Office

Subject: Appointments to Boards and Committees.

Background:

Airport Zoning Board. Two (2) vacancies. Staff Liaison - Jan Wafful
(Opening due to the resignation of Fran Nelson, Paul Vigneault and Randel Wilson)
No nominations received.

Alamogordo Disability Council. Two (2) vacancies. Staff Liaison - Edward Balderrama
(Openings due to the resignation of Bradley Mauger and the passing of Ed Grabman.)
No nominations received.

Cemetery Board. One (1) vacancy. Staff Liaison - Jan Wafful
(Opening due to the passing away of Mary Eastman and the expiring term of Larry T. Rachel)
No nominations received.

Community Development Advisory Committee. Five (5) vacancies. Staff Liaison - Ruben Segura
(Opening due to the expiring term of Bruce Knee, Susan Payne, Tony Alger and Melanie Hall and the resignation of Arthur Alterson.)
No nominations received.

Housing Authority Advisory Board. One (1) vacancy. Staff Liaison - Maggie Paluch
One of the members appointed on December 3rd has not returned his acceptance letter, therefore another person needs to be appointed.
No nominations received.

Parks and Recreation Board. One (1) vacancy. Staff Liaison - Jan Wafful
(Opening due to the resignation of James Broaddus)
No nominations received.

Parks and Recreation Board. Three (3) vacancies. Staff Liaison - Jan Wafful
(Opening due expiring terms of Bob Flott, Pete Desai, and Tony Mandalia)
The following existing board members are interested in being reappointed:
Bob Flott - if appointed this will be his six term.
Pete Desai - if appointed this will be his second term.

Reviewed By:

City Attorney ________ City Clerk RC Community Development ________ Community Services ________
Finance ________ Housing Authority ________ Planning ________ Personnel ________ Public Safety ________
Public Works ________ Purchasing ________ Assistant City Manager ________

<u>Senior Volunteer Programs Advisory Council</u>. Three (3) vacancies. Staff Liaison - Maria Roque
(Openings due to the resignations of William Whitley and Thomas Rich V.)
No nominations received.

Reviewed By:

City Attorney ________City Clerk ________Community Development_______Community Services________
Finance_______Housing Authority_________Planning _________Personnel ________Public Safety ________
Public Works _________Purchasing ________Assistant City Manager _________

ALAMOGORDO PROMOTION BOARD

RECEIVED
MAY 26 2015
CITY CLERK

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

Name: BOB FLOTTE

Home Phone: 575-437-1245 Work Phone 575-437-0917

Cell Phone: 575-~~439~~-430-8159 Fax No 575-437-9917

e-mail address: BFLOTTE@HOTMAIL.COM

Physical Address: 3001 N. FLORIDA ALAMOGORDO NM 88310

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

Mailing Address: SAME

Present Employer: CHAMPION REGENCY / KHII RADIO Job Title: MGR/OWNER

Board/Committee you wish to serve on:

First choice PROMOTION BOARD

Second choice: N/A

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

Yes ✓ No ____ If so, what is their relation to you? VIA MARRIAGE SIL-BIL

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

SERVING OF BOARD FOR SEVERAL YEARS.
BOARD CHAIR

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

COMMITTED TO HELP ALAMOGORDO CREATE
MORE TOURISM / VISITORS

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

5.24.15
Thank You!
Bob Flotte

RECEIVED
MAY 22 2015
CITY CLERK

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

Name: PRIYAVADAN "PETE" DESAI

Home Phone: 575-443-8132 Work Phone: 575-439-1782

Cell Phone: 575-430-2580 Fax No: 575-439-5680

e-mail address: pete-desai@hilton.com

Physical Address: 416 CAMINO REAL

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

Mailing Address: 416 CAMINO REAL

Present Employer: HAMPTON INN / HOLIDAY INN EXPRESS Job Title: OWNER

Board/Committee you wish to serve on:

First choice: PROMOTION BOARD

Second choice: ____

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

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

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

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

Experience and education relating to the Board/Committee: ____

RENEW TERM

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

RENEW TERM

Please return completed application to:

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