



# Alamogordo City Commission

---

## NOTICE OF MEETING

### Regular Meeting Agenda

**MONDAY**, August 25, 2014 – 7:00 pm  
City Hall, City Commission Chambers  
1376 E. Ninth St.

- Susie Galea ..... Mayor
- Robert Rentschler..... Mayor Pro-Tem, District 3
- Jason Baldwin..... District 1
- Nadia Sikes ..... District 2
- Jenny Turnbull ..... District 4
- Al Hernandez..... District 5
- Dr. George Straface ..... District 6
  
- Jim Stahle ..... City Manager
- Stephen Thies ..... City Attorney
- Renee Cantin ..... City Clerk

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

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

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

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

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

---

### CALL TO ORDER & ROLL CALL

*Announce the presence of a Quorum.*

---

### INVOCATION & PLEDGE OF ALLEGIANCE

---

### APPROVAL OF AGENDA

---

### PRESENTATIONS

1. Presentation by the New Mexico Museum of Space History related to the IMAX Improvements Project. (Chris Orwoll, Executive Director)

2. **Presentation related to the Alamogordo and New Mexico Main Street Program.** (*Pam Lee, Chairman of Planning & Zoning Commission & Dr. Terry Marquardt, Chairman of Main Street Program*)

## **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** (No Roll Call Vote Required)

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

3. **Approve Minutes of the August 12, 2014 Regular Meeting of the Alamogordo City Commission.** (*Renee Cantin, City Clerk*)
4. **Approve statement related to the Executive Session of August 12, 2014.** (*Renee Cantin, City Clerk*)
5. **Approve the Lodger's Tax Expenditures for Tourism & Travel.** (*Jan Wafful, CS Admin. Assistant*)
6. **Approve the Agreement with Otero County Economic Development Council (OCEDC) for operating in the amount of \$30,000.** (*Stephen Thies, City Attorney*)
7. **Approve the Agreements for the Chamber of Commerce related to Facility Maintenance, Overhead, and Operational Expenses of the Aubrey L. Dunn Visitor's Center for Tourism Promotion in the amount of \$25,000.** (*Stephen Thies, City Attorney*)
8. **Approve the Agreements for the Chamber of Commerce for Tourism Promotional Services in the amount of \$26,000.** (*Stephen Thies, City Attorney*)
9. **Approve the award of RFQ No. 2014-01 to Souder, Miller, & Associates, related to the engineering and design services for construction of a new lined Cell No. 5 at the Otero/Greentree Regional Landfill project, in an amount not to exceed \$94,570.00, including NMGR.T.** (*Brian Cesar, Public Works Director*)

## **ITEMS REMOVED FROM CONSENT AGENDA**

## **PUBLIC HEARINGS**

10. **Public Hearing, consider, and act upon, Application No. 911558 to grant a transfer of Ownership and Location for Liquor License #0283 from Meridian Investments, LLC to Allsup's Convenience Stores, Inc. d/b/a Allsup's Store No. 95, located at 822 N. Scenic Dr., Alamogordo, NM including the waiver of the distance of less than 300' from a nearby church.** (*Renee Cantin, City Clerk*)

## **NEW BUSINESS**

11. **Consider, and act upon, Resolution No. 2014-41 in support of the MainStreet Alamogordo's application to the New Mexico Department of Economic Development for inclusion in the New Mexico Main Street Program. [Roll call vote required]** (*Marc South, City Planner*)
12. **Consider, and act upon, approving a subdivision request by Christine Hobson to divide a tract of land in the N1/2 SW1/4 NW1/4 of Section 17 T16S, R10E, NMPM (2118 No. Florida Ave.) into two (2) tracts: one being 0.500 Acres and the other being 4.319 Acres.** (*Case # S-2014-0007(A)*) (*Mark South, City Planner*)
13. **Consider, and act upon, the first publication of Ordinance No. 1473 amending the official zoning map of the City of Alamogordo, changing the classification of Ridge View Lot 2 (2118 North Florida Avenue) from its present zoning district of C-3, Business District to MH-2, Manufactured Housing/Recreational Vehicle Park District.** (*Case # Z-2014-0003(A)*). (*Marc South, City Planner*)

- 14. Consider, and act upon, the sale of certain city owned property located at 1513 Black St. in Alamogordo, NM 88310. *(Stephen Thies, City Attorney)*
- 15. Consider, and act upon, the placement of a new Resident Parking Only sign for home located at 1315 Jackson Avenue. *(Renee Cantin, City Clerk)*
- 16. Consider, and act upon, Resolution No. 2014-42 in support of interest fee caps on small loan companies in New Mexico. [Roll call vote required] *(Nadia Sikes, Commissioner)*
- 17. Consider, and act upon, approving the involvement to the U.S. Mayor's Campaign to End Bullying. *(Susie Galea, Mayor)*
- 18. 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)*

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

- Sale, Acquisition, or Disposal of Real Property (Housing Authority Properties)

**RECONVENE INTO OPEN SESSION**

---

*Take any action as a result from Executive Session.*

- 19. Consider, and act upon, any action that may be needed as a result of the Executive Session.

**ADJOURNMENT**

---



**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

---

**Meeting Date:** August 25, 2014      **Report Date:** August 13, 2014      **Report No:**   2  

**Submitted By:** Marc A South       **Approved For Agenda:**  \_\_\_\_\_

---

**Subject:** Presentation concerning the Alamogordo and New Mexico Main Street Program.  
(Pam Lee, Chairman of Planning & Zoning Commission & Dr. Terry Marquardt,  
Chairman of Main Street Program)

---

**Background:** MainStreet is a national program that is over 30 years old. It uses proven principals to leverage public and private funds into the redevelopment and revitalization of Historic Main Street areas.

A group of stakeholders in the historic downtown area of Alamogordo has been meeting regularly since December 2012 to determine if this program would be useful for the city in its redevelopment efforts.

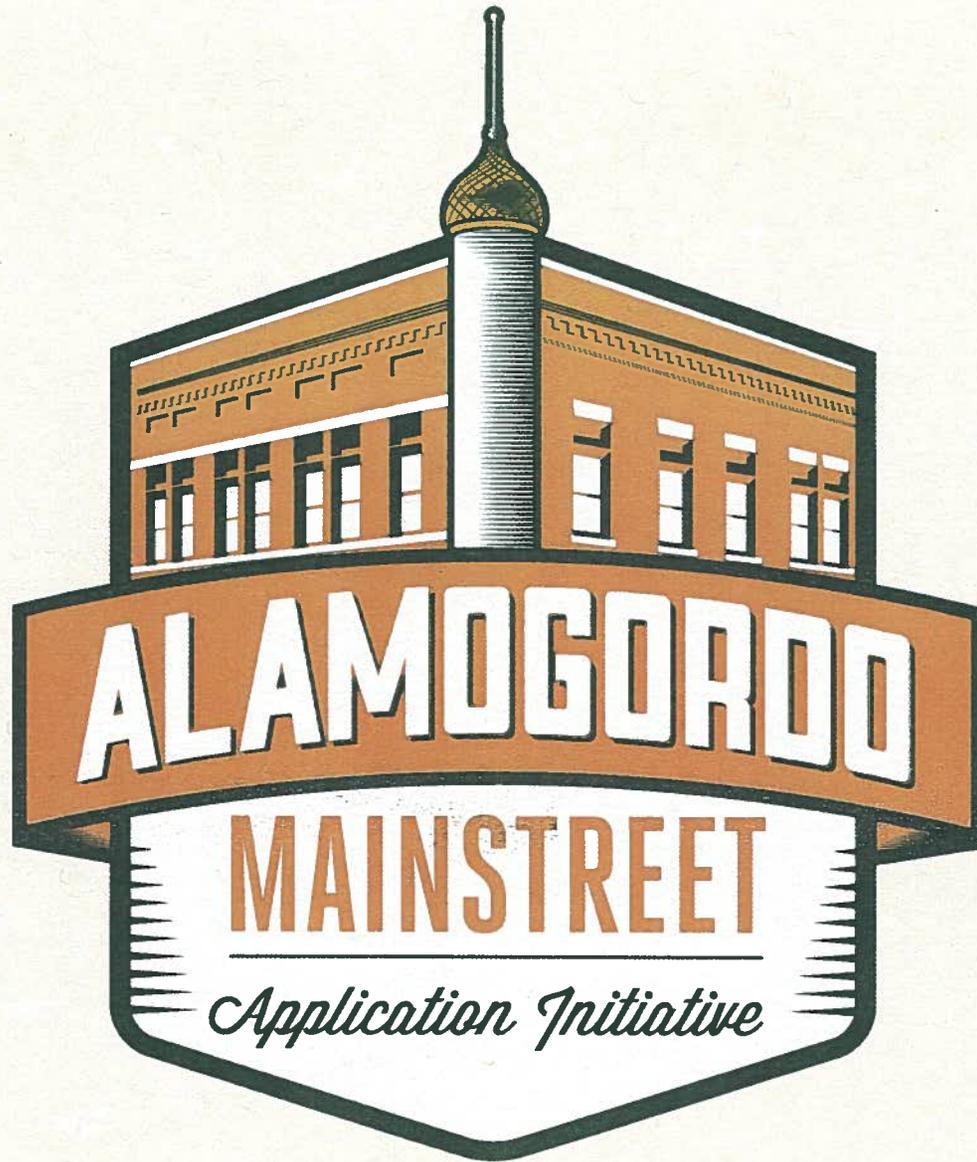
This presentation summarizes what has been learned to this point, and the steps the group would like to take going forward.

There is another agenda item later in this meeting that also addresses the MainStreet program in Alamogordo.

---

**Reviewed By:**

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



ALAMOGORDO

MAINSTREET

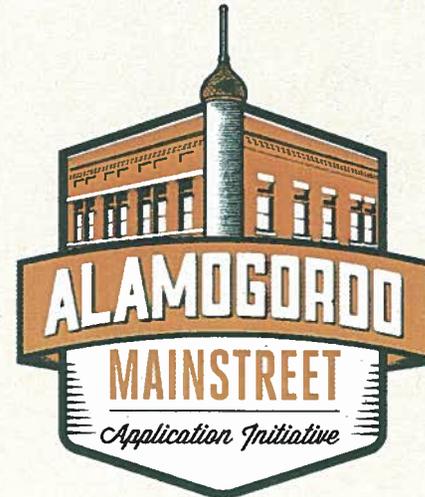
*Application Initiative*

# WHAT IS MAINSTREET?



## National Main Street Center

a subsidiary of the  
National Trust *for* Historic Preservation



# NEW MEXICO MAINSTREET

JULY 2011 - JUNE 2012

- Spawned **133** new businesses
- Generated **\$11,147,000** in private sector reinvestment
- Gave rise to **592** new jobs



# THE MAINSTREET APPROACH<sup>®</sup>

ORGANIZATION | ECONOMIC POSITIONING  
DESIGN | PROMOTION

## EIGHT GUIDING PRINCIPLES

Comprehensive

Existing Assets

Incremental

Quality

Self-help

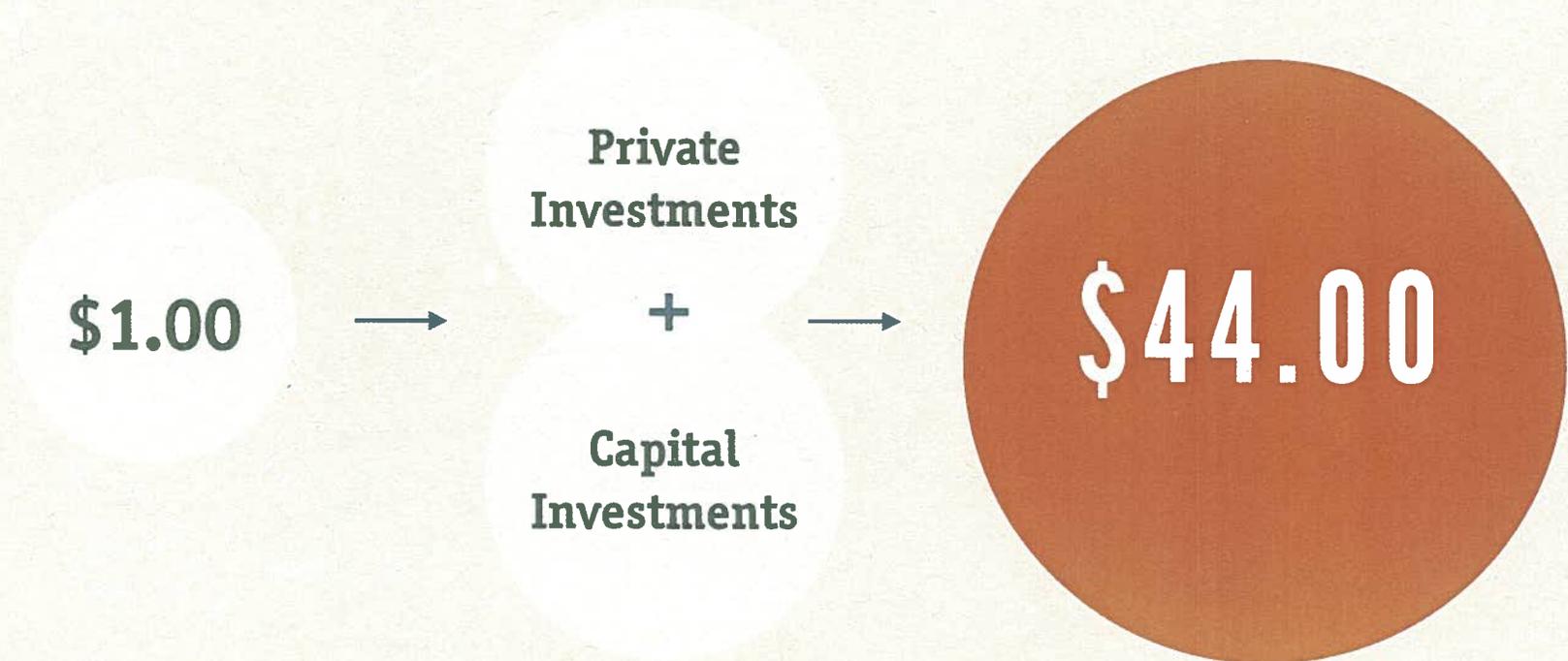
Change

Partnerships

Implementation

<http://www.nmmainstreet.org/>

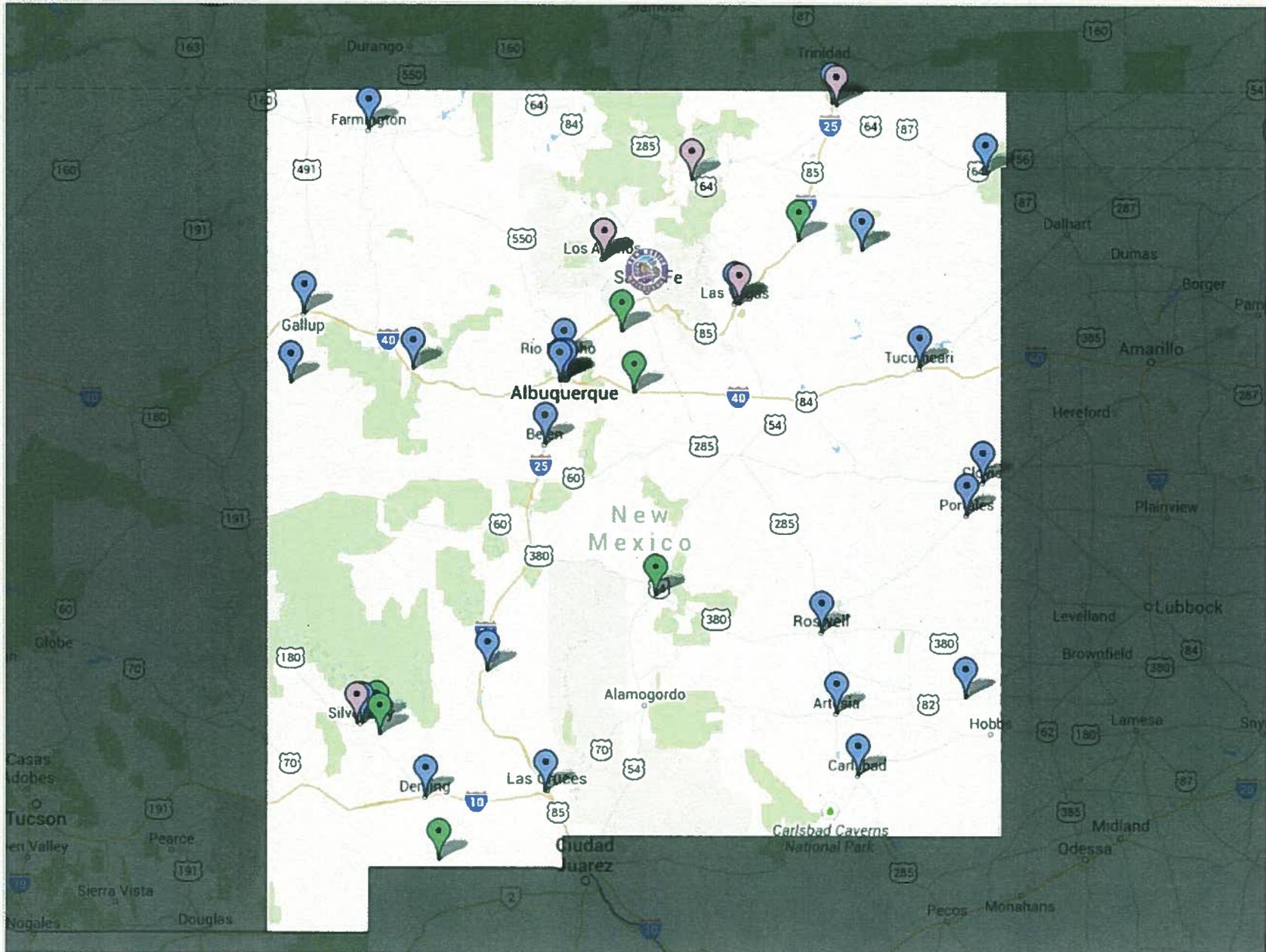
🏠 **NM MAINSTREET - RETURN** 🏠



# CURRENT NM COMMUNITIES

27 AFFILIATED MAINSTREET PROJECTS

6 STATE-AUTHORIZED ARTS AND CULTURAL



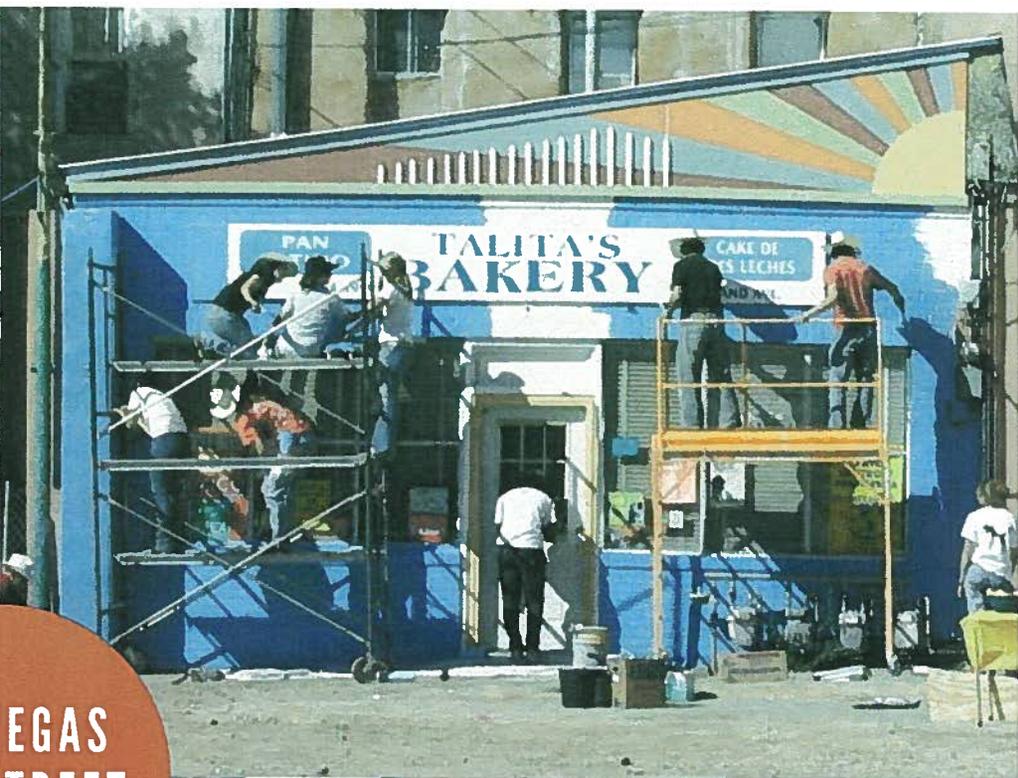
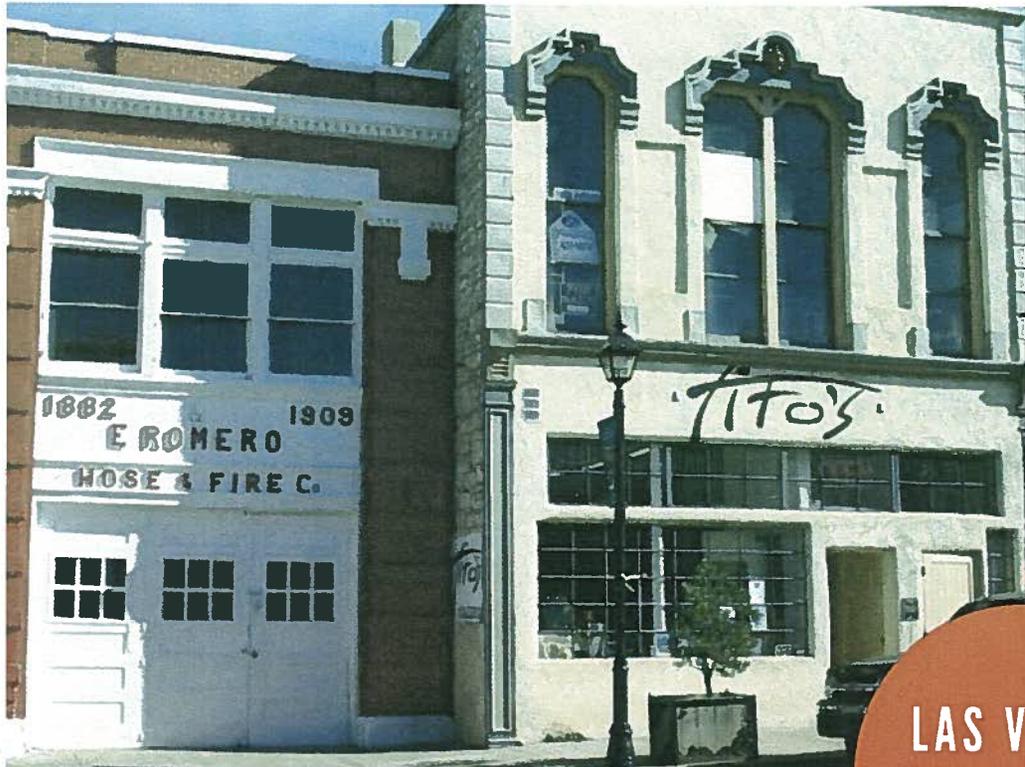
## OTHER NM MAINSTREET PROGRAMS





CARLSBAD  
MAINSTREET





LAS VEGAS  
MAINSTREET





RATON &  
HOBBS



Before

After

# CURRENT NM COMMUNITIES

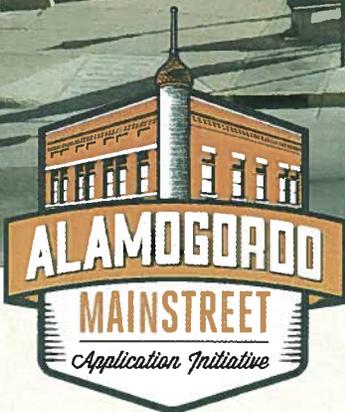
## 27 AFFILIATED MAINSTREET PROJECTS

**Albuquerque**, Downtown Action Team  
**Artesia** MainStreet Inc.  
**Barelas** MainStreet  
**Belen** MainStreet Partnership  
**Carlsbad** MainStreet  
**Clayton** MainStreet  
**Clovis** MainStreet  
**Corrales** MainStreet, Inc.  
**Deming** MainStreet  
**Farmington** Downtown Associates  
**Gallup** MainStreet  
**Grants** MainStreet Project  
**Harding County** MainStreet  
Downtown **Las Cruces** Partnership  
MainStreet de **Las Vegas**  
**Los Alamos** MainStreet  
**Lovington** MainStreet Corp.  
**Nob Hill** MainStreet

## 6 STATE-AUTHORIZED ARTS AND CULTURAL

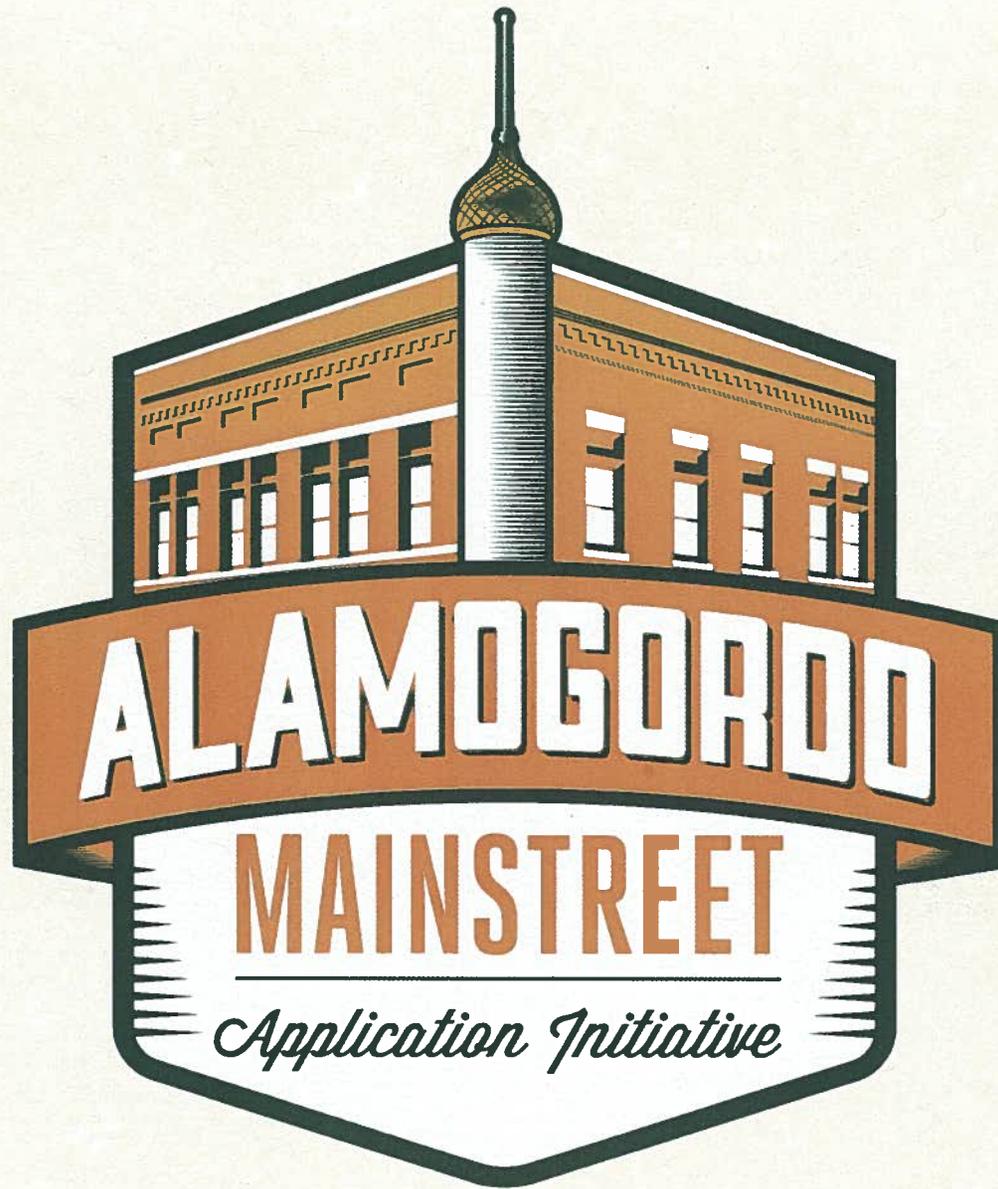
**Portales** MainStreet  
**Raton** MainStreet  
MainStreet **Roswell**  
**Harding County** MainStreet  
**Silver City** MainStreet Project  
**South Valley** MainStreet  
MainStreet **Truth or Consequences**  
**Tucumcari** MainStreet  
**Zuni** MainStreet Project

Albuquerque Central Arts District Project  
Las Vegas Arts and Cultural District  
Los Alamos Creative District  
Raton Historic Downtown Arts and Cultural District  
Silver City Arts and Cultural District  
Taos Arts and Cultural District



## MISSION STATEMENT

The **Alamogordo MainStreet Initiative** is to improve Alamogordo's economic and cultural development — one main street at a time — by revitalizing historic Alamogordo through a public-private partnership, participating with the community, state and national MainStreet program.



ALAMOGORDO

MAINSTREET

*Application Initiative*



**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

---

**Meeting Date:** August 25, 2014      **Report Date:** August 13, 2014      **Report No:** 4

**Submitted By:** Reneé Cantin  
City Clerk      **Approved For Agenda:** 

---

**Subject:** Approve statement related to the Executive Session of August 12, 2014.

---

**Recommendation:** Approve the following statements and authorize them to be included in the minutes of August 25<sup>th</sup>, 2014: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on August 12<sup>th</sup>, 2014 a Closed Executive Session was held during the Regular Meeting and the matters discussed in the closed meeting were limited only to: Limited Personnel Matters (City Manager Evaluation) as posted on the addendum to the agenda."

---

**Background:** This action is required in accordance with the 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 \_\_\_\_\_

**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

**Meeting Date:** August 25, 2014      **Report Date:** August 13, 2014      **Report No:** 5

**Submitted By:** Jan Wafful      **Approved For Agenda:**   
Community Services Admin. Assistant

**Subject:** Consider, and act upon, the Lodger's Tax Expenditures for Tourism & Travel.

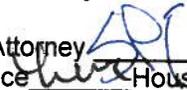
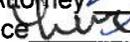
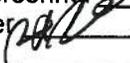
**Fiscal Impact:** \$7,595.96  
Amount Budgeted: \$254,944.57  
Fund: 016

**Recommendation:** Approve the recommended expenditures for Tourism & Advertising Promotions

**Background:** The following are a list of the expenditures in need of approval.

KOB-R	Gus Macker Event Advertising-INV#214721-1	535.63 ✓
Knight Communications	The108th Mil.Cmd Ad-the Griffon INV#INO18117	840.00 ✓
Tourism Assoc. of NM (TANM)	CoA Membership Dues INV# 2440	345.00 ✓
Time Warner	Monthly Billing INV# 1060028-29	1,024.21 ✓
Comcast Spotlight	Monthly Billing INV# 2123993	2,003.00 ✓
KJTV – FOX 34	Monthly Billing (Television & Web) INV# 42607A-F1	1,981.00 ✓
CallSource	Monthly Billing (800#+1,000minits) INV# 20061407	135.00 ✓
Certified Folder Display Serv., Inc.	July 2014 Billing INV#485536	732.12

**Reviewed By:**

City Attorney  City Clerk  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:** August 25, 2014      **Report Date:** August 14, 2014 **Report No:** 6

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

**Subject:** Consider, and act upon, the renewal of the Otero County Economic Development Council (OCEDC) Agreement for operating in the amount of \$30,000.

**Fiscal Impact:** \$30,000  
**Amount Budgeted:** \$30,000  
**Fund:** General Fund (\$30,000)

**Recommendation:** Approve the agreement

**Background:** Annually the City enters into a service contract with OCEDC to provide assistance with the City's economic development activities. This agreement will provide funding to OCEDC in the amount of \$30,000 for operating expenses. The term of the contract will be for one year.

**Reviewed By:**

City Attorney SPT City Clerk RC Community Development \_\_\_\_\_ Community Services \_\_\_\_\_  
Finance SA Housing Authority \_\_\_\_\_ Planning \_\_\_\_\_ Personnel \_\_\_\_\_ Public Safety \_\_\_\_\_  
Public Works \_\_\_\_\_ Purchasing \_\_\_\_\_ Assistant City Manager \_\_\_\_\_

**CONTRACT AGREEMENT  
OTERO COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.  
(OPERATING)**

This Contract Agreement is made and entered into on the date last signed by the parties and is effective the 1<sup>st</sup> day of July, 2014 by and between the CITY COMMISSIONERS, CITY OF ALAMOGORDO, hereafter referred to as "The City" and the OTERO COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC., hereafter referred to as "OCEDC".

WITNESSETH:

WHEREAS, the City desires to promote economic development through the recruitment and retention of new and existing business for the City of Alamogordo; and,

WHEREAS, OCEDC desires to provide for the City of Alamogordo and its citizens the following services:

- A. To promote, stimulate, develop and advance business prosperity, employment and economic welfare in Alamogordo, New Mexico;
- B. To assist, through the promotion and recruitment of investment or other business transactions, the creation of new business and industry;
- C. To assist in the rehabilitation and expansion of existing business and industry;
- D. To cooperate and act in conjunction with other organizations, public or private, in the promotion and advancement of commercial, cultural and recreational developments;
- E. To provide assistance in arranging financing for the promotion, development and organization of various kinds of business activity.

**NOW THEREFORE**, it is agreed by and between the parties as follows:

1. OCEDC agrees to use its best efforts to advertise, promote and recruit new business and to retain and expand existing business within the City. To that end, OCEDC will work in concert with other existing organizations including local Chambers of Commerce, the Southeastern Economic Development District, the Rio Grande Council of Governments, and other state and local agencies to coordinate outreach and respond to business inquiries regarding the City.
2. The City agrees to participate in the funding necessary to operate OCEDC in the amount of \$30,000 (Thirty thousand dollars) as funds are received and as the budget of the City allows payable in four installments, to be paid quarterly upon the receipt of quarterly expense

report, in the amount of seven thousand five hundred dollars (\$7,500) each, payable to the OCEDC, such funds to be expended only under the terms, conditions and restrictions and for the purposes specifically set forth in this agreement. The first payment under this agreement is expected to occur on September 30th, with subsequent quarterly payments thereafter on the last calendar day of December, March and June.

3. OCEDC agrees that each officer, director and/or employee who handles the funds for OCEDC will be bonded in an amount sufficient to secure the funds that the City is providing OCEDC. Further, OCEDC agrees to provide true and correct copies of the certificates, demonstrating that the bonding is in full force and effect.

4. OCEDC agrees to hold harmless and indemnify the City from any and all liability whatsoever incurred by the City in connection with the grant of these funds by the City to OCEDC.

5. OCEDC agrees that its books shall, at reasonable business hours, be available to the City for review and to make certain that public funds are being utilized as herein agreed.

6. OCEDC will provide a quarterly financial activities report to be filed in the office of the City Manager for public inspection.

7. The period of this Agreement shall be from July 1, 2014 through June 30, 2015.

8. The City agrees, and it is understood by both parties, that any funds from the City will be provided only as they become available and as the Department of Finance and Administration may allow within budgetary constraints imposed upon the City by the Department of Finance and Administration.

9. OCEDC shall not assign or transfer any interest in this Agreement or assign any claims for money due or that shall become due under this Agreement without the prior written approval of the City.

10. Unless otherwise authorized in writing by the City, OCEDC shall not assign any portion of the work to be performed under this Agreement, or obligate itself in any manner with any third party with respects to its rights and responsibilities under this Agreement without the prior written concurrence of the City.

11. OCEDC, upon final payment of the amount due under this Agreement, shall release the City, its officers and employees from liabilities, claims and obligations whatsoever arising from or under this Agreement.

12. OCEDC agrees not to bind the City by contract or otherwise, unless OCEDC has express written authority from the City to do so.

13. This Agreement shall not be altered or amended except by instrument in writing and executed by the parties hereto.

14. This Agreement may be terminated and all funding cease, if at any time the City does not have funding available, or OCEDC fails to comply with the terms of this Agreement.

15. OCEDC shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

16. The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify OCEDC of the termination of this Agreement by giving OCEDC such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, OCEDC shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.

17. Upon any termination of this Agreement, OCEDC shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. OCEDC shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by OCEDC at the time of such termination, subject to all applicable federal and state law. OCEDC shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to OCEDC'S earned but unpaid costs as of the date of such termination.

18. In the performance of their obligations hereunder, the parties shall obey and

abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. OCEDC hereby covenants, warrants and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the generality of the foregoing, OCEDC shall comply with all applicable legal or regulatory provisions concerning conflicts of interest. OCEDC certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

19. In providing services under this Agreement, OCEDC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. OCEDC shall take affirmative action to ensure that applicants for employment are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. OCEDC shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. OCEDC shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin. OCEDC shall incorporate the foregoing requirements of this section in all of its subcontracts for work to be performed on this Project.

20. By its receipt of final payment of all amounts due under this Agreement, OCEDC shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement.

21. This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings having been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their respective agents shall be valid or enforceable unless embodied within this Agreement.

22. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of their intent to so terminate by certified mail, return receipt requested.

IN WITNESS WHEREOF, the undersigned representatives of the City of Alamogordo and OCEDC have caused this Agreement to be executed, said Agreement to become effective on the date first written above.

CITY OF ALAMOGORDO, NEW MEXICO

Date \_\_\_\_\_

By: \_\_\_\_\_  
James R. Stahle, City Manager

ATTEST:

\_\_\_\_\_  
Reneé L. Cantin, City Clerk

OTERO COUNTY ECONOMIC  
DEVELOPMENT COUNCIL, INC.

Date \_\_\_\_\_

By: \_\_\_\_\_  
Michael Espiritu, Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen P. Thies, City Attorney

**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

---

**Meeting Date:** August 25, 2014      **Report Date:** August 13, 2014      **Report No:** 7

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

---

**Subject:** Consider, and act upon, an Agreement with the Chamber of Commerce related to Facility Maintenance, Overhead, and Operational Expenses of the Aubrey L. Dunn Sr. Visitor's Center for Tourism Promotion in the amount of \$25,000.

---

**Fiscal Impact:**      \$25,000  
**Amount Budgeted:** \$25,000  
**Fund:** 020-0006-454-57-34

---

**Recommendation:**      Approve the Agreement

---

**Background:**      New Mexico state statutes authorizes the city to impose by ordinance an occupancy tax for revenues on lodging within the city. The revenues from the occupancy tax may be used to defray costs of establishing, operating, or improving any interest in real property for tourist-related facilities or attractions. This agreement will provide funding to the Chamber of Commerce in the amount of \$25,000 to operate the Aubrey L. Dunn Sr. Visitors Center. The term of the contract will be for one year.

---

**Reviewed By:**

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

## **AGREEMENT**

### **Alamogordo Chamber of Commerce (Facility Maintenance, Overhead and Operational Expenses of Aubrey L. Dunn, Sr. Visitors Center for Tourism Promotion)**

THIS AGREEMENT, between the Alamogordo Chamber of Commerce, Inc., a non-profit corporation (hereinafter "Chamber") and the City of Alamogordo, New Mexico, a New Mexico municipal Corporation (hereinafter "City") is made on the date set forth opposite the signatures of each Party, but is effective as of July 1, 2014 (hereinafter "Agreement").

**WHEREAS**, the Chamber has requested that the City pay \$25,000 (twenty five thousand dollars) for the facility maintenance, overhead and operational expenses of the Aubrey L. Dunn, Sr. Visitors Center, keeping it open a minimum of 8 hours a day, Monday through Sunday, and all holidays with the exception of Thanksgiving Day, Christmas Day and New Year's Day, as to be convenient to travelers and visitors to promote tourism for the City of Alamogordo; and,

**WHEREAS**, the Chamber provides promotional services on behalf of the City, the City agrees to pay the Chamber \$25,000 (twenty five thousand dollars) for fiscal year 2014-2015 for the facility maintenance, overhead and operational expenses of the Aubrey L. Dunn, Sr. Visitors Center; and,

**WHEREAS**, the City of Alamogordo Promotion Board has recommended that the Chamber's tourism attraction program and the facility maintenance, overhead and operational expenses of the Aubrey L. Dunn, Sr. Visitors Center be funded through the City's Lodgers' Tax in the amount of \$25,000 (twenty five thousand dollars); and,

**WHEREAS**, the City Commission of the City of Alamogordo has approved the Promotion Board's recommendation and has appropriated \$25,000 (twenty five thousand dollars) from the City Lodgers' Tax to help fund the facility maintenance, overhead and operational expenses of the Aubrey L. Dunn, Sr. Visitors Center to promote tourism on behalf of the City of Alamogordo.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the Parties hereto, the City and the Chamber agree as follows:

1. The City shall issue four installments, to be paid quarterly upon the receipt of quarterly Expense Report, in the amount of \$6,250 (six thousand, two hundred fifty dollars), payable to the Alamogordo Chamber of Commerce.

2. The Chamber shall use such monies solely for the purpose of facility maintenance, overhead and operational expenses of the Aubrey L. Dunn, Sr. Visitor Center.

3. The Chamber shall promote tourism through the use of the Aubrey L. Dunn, Sr. Visitor Center in the best manner it sees fit.

4. The Chamber will maintain all records pertaining to the procurement of the goods and services purchased hereby and the City or its designated representative shall have the right to inspect those records upon request for a period of three years after the money is expended.

5. The Chamber remains an independent contractor and is solely responsible for the payment of debts, any applicable taxes, or other obligations incurred as a result of this Agreement.

Either party may terminate this agreement by giving ninety (90) days notice of that party's intention not to continue with this agreement, without penalty to either party. Notice may be given under this agreement by personal service or through the mail to:

Michael Espiritu, Executive Director  
Chamber of Commerce  
1301 N. White Sands Blvd.  
Alamogordo, NM 88310

Or to the City at:

James R. Stahle, City Manager  
1376 E. Ninth Street  
Alamogordo, NM 88310

The Promotion Board will advise the City as to the quality of services rendered by the Chamber and whether the purposes of this contract are being adequately fulfilled.

It is understood by the parties that the Chamber remains an independent contractor and that neither the Chamber nor any of its employees will accrue City benefits through this agreement.

CITY OF ALAMOGORDO, NEW MEXICO  
a New Mexico municipal corporation

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
James R. Stahle, City Manager

ALAMOGORDO CHAMBER OF COMMERCE

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Michael Espiritu, Executive Director

ATTEST:

\_\_\_\_\_  
Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen P. Thies, City Attorney

**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

---

**Meeting Date:** August 25, 2014      **Report Date:** August 13, 2014      **Report No:** 8

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

---

**Subject:** Consider, and act upon the Agreement for the Chamber of Commerce for Tourism Promotional Services in the amount of \$26,000

---

**Fiscal Impact:**      \$26,000  
Amount Budgeted: \$26,000  
Fund: 020-0006-454-57-34

---

**Recommendation:**      Approve the Agreement

---

**Background:**      New Mexico state statutes authorizes the city to impose by ordinance an occupancy tax for revenues on lodging within the city. The revenues from the occupancy tax may be used to defray costs of establishing, operating, or improving any interest in real property for tourist-related facilities or attractions. This agreement will provide funding to the Chamber of Commerce in the amount of \$26,000 for promotional related services. The term of the contract will be for one year.

---

**Reviewed By:**

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

## AGREEMENT

### ALAMOGORDO CHAMBER OF COMMERCE FOR TOURISM PROMOTIONAL SERVICES

THIS AGREEMENT, between the Alamogordo Chamber of Commerce, Inc., a non-profit corporation (hereinafter “Chamber”) and the City of Alamogordo, New Mexico, a New Mexico municipal Corporation (hereinafter “City”) is made on the date set forth opposite the signatures of each Party, but is effective as of July 1, 2014 (hereinafter “Agreement”).

WHEREAS, Section 3-38-15, NMSA 1978, of the Lodgers’ Tax Act, authorizes a municipality to impose by ordinance an occupancy tax for revenues on lodging within the municipality; and,

WHEREAS, Section 3-38-21, NMSA 1978, of the Lodgers’ Tax Act, provides that revenues from such an occupancy tax may be used to defray costs of advertising, publicizing and promoting tourist-related attractions, facilities and events of the municipality and tourist facilities or attractions within the area; and,

WHEREAS, *Alamogordo City Code* Article 23-02 imposed such a tax; and,

WHEREAS, pursuant to *City Code*, the City has established the Alamogordo Promotion Board for the purpose of recommending the most appropriate use of the lodgers tax revenues; and,

WHEREAS, the Alamogordo Promotion Board has determined that the Chamber has special knowledge, experience and facilities for disseminating information, and is organized for and equipped to carry on promotional activities on behalf of City; and,

WHEREAS, the Alamogordo Promotion Board has recommended that it would be in the best interest of the City to contract with the Chamber to provide promotional activities on behalf of City at the Aubrey L. Dunn, Sr. Visitors Center; and,

WHEREAS, the City desires to provide the funds to the Chamber to provide the tourism promotion activities set forth herein.

NOW, THEREFORE, the City and the Chamber agree as follows:

- 1. Scope of Activities.** The Chamber agrees to:

(a) Provide the professional staff and expertise to promote tourism for the City, which services shall include but not be limited to:

- Answer all phone calls, faxes, mail and e-mails requesting information about the City's tourism related activity and events.
- Coordinate tourism and promotion activities for City of Alamogordo events and area attractions.
- Evaluate the State of New Mexico's annual tourism plan and provide timely recommendations on how Alamogordo can work within this plan.
- Evaluate emerging opportunities, and make recommendations to the board.
- Handle fulfillment (distribution of Alamogordo Visitor Guides to potential visitors, Chambers of Commerce, Convention & Visitors Bureaus and state-run Visitor Information Centers), and shipment of visitor guides to trade shows.
- Maintain and distribute community calendar of events for tourism related as well as other local activities sponsored by area non-profits and attractions.
- Maintain a Community Calendar of Events.
- Maintain the Chamber of Commerce website as the official website for the promotion of Alamogordo.
- Maintain a current list of local lodging facilities and restaurants for visitors.
- Establish new, and conduct on-going, annual events such as Frontier Village, White Sands Balloon Invitational, Cottonwood Festival, and Stealth Classic Softball Tournament, designed to increase lodger's tax.
- Handle follow-up requests submitted by New Mexico Connection following trade shows.
- Assist members of the media and tour operators with special arrangements or requests during visits to Alamogordo.
- Assist tourism professionals when Alamogordo is included in regional or statewide familiarization ("Fam") tours.
- Provide Chamber Ambassadors to greet important visitors to community and represent Alamogordo at events such as Business Day in Santa Fe and national conventions.

- Take advantage of free promotional opportunities and submit information on local attractions and events.
- Participate in regional and statewide marketing efforts, sending photos, events, and up-to-date information on attractions for inclusion in their promotions.

(b) Manage and oversee the operations of the Aubrey L. Dunn, Sr. Visitors Center, which services shall include but not be limited to:

- Coordinate staffing for the Visitor's Center, keeping it open a minimum of 8 hours a day, Monday through Sunday, and all holidays with the exception of Thanksgiving Day, Christmas Day, and New Year's Day, as to be convenient to travelers and visitors.
- Coordinate training of volunteers/paid staff for the Visitors Center.
- During office hours, Chamber staff covers Visitors Center when there are volunteer vacancies.
- Assist Visitors Center staff as needed.
- Handle routine and emergency maintenance in Visitors Center, including being on call weekends and holidays for emergencies on weekends and holidays.
- Keep Visitors Center adequately stocked with collateral of interest to travelers.
- Create and/or photocopy promotional items, when needed, for Visitors Center.
- Process Visitors Center expenses such as utilities, phone, photocopies, coffee, water and part-time staff.

(c) Act as a point of contact for tourist related information and all the City's promotional opportunities, which services shall include but not be limited to:

- Maintain an accurate monthly inventory of promotional materials including rack cards, brochures, and giveaway items purchased with Promotion Board funds and submit information in a monthly report to the City, which report will be due by no later than the 10<sup>th</sup> day of the following month. Provide statistical information of visitor center visitors, attractions' visitors, web hits, and advertising tracking on a monthly basis, and lodger's tax totals on a quarterly basis.
- As requested by local event planners, assemble and provide customized visitor packets for distribution to their participants.

- Sell and/or distribute tickets for community events, including GAF Oktoberfest, Tops in Blue, and other special events as requested.
- (d) Represent the City at regional, state and national trade shows and tourism conferences, which services shall include but not be limited to the following:
- Represent the City at In-Processing Briefings and other opportunities offered by the military.
  - Advise the City of updates and/or additions needed for display materials in order to have the best presentation possible.
  - Advise the City of additional trade shows and tourism conferences, as they become available.
- (e) Support local event planners with technical assistance on publicity and promotions, which services shall include but not be limited to:
- Maintain and make available a media listing for utilization by area attractions and event sponsors in order to assist them in promoting their event.
  - Assist local event planners with publicity and promotion for their events, including writing and releasing press releases at their request.
  - Post information about local events on the Visitors Center marquee.
- (f) Coordinate City related events with local media.
- (g) Grant the City full membership status at no charge with the membership to include all rights and privileges afforded to other members.
- (h) Allow the attendance of one designated city employee free of charge at all Chamber Food and Networking Club events. In addition, the Chamber will sponsor a hosting opportunity for the City at no cost to the City during the term of this agreement to be held at a location chosen by the City.
- (i) Allow the City to include at no cost advertising or other announcements of City sponsored events in email marketing originated by the Chamber, the Chamber's Chat Newsletter and on its electronic marquee.
- (j) Allow the City to have web master account access to the Chamber web site to allow for posting of City sponsored events.
- (k) Provide one annual membership for a city employee at no cost in Leadership Otero.

(1) Twenty-five percent (25%) discount for city employees in any training sessions conducted by the Chamber.

2. **Staff and Operating Expenses.** The Chamber agrees to provide the staff, office space, meeting space, operating expenses and other costs associated with the promotion of tourism, which are necessary to perform their duties and responsibilities under this Agreement.

3. **Performance.** The Chamber shall at all time faithfully, competently and to the best of its ability, experience, and talent, performs all tasks described herein. The Chamber shall employ, at a minimum, generally accepted standards and practices to be utilized by persons engaged in providing the services that are required of Chamber hereunder in meeting its obligations under this Agreement.

4. **Funding.** The City will compensate the Chamber for the services rendered pursuant to this Agreement the sum of twenty-six thousand dollars (\$26,000), payable in four installments, to be paid quarterly upon the receipt of quarterly expense report, in the amount of six thousand five hundred dollars (\$6,500) each, payable to the Alamogordo Chamber of Commerce, such funds to be expended only under the terms, conditions and restrictions and for the purposes specifically set forth in this agreement. The first payment under this agreement is expected to occur on September 30th, with subsequent quarterly payments thereafter on the last calendar day of December, March and June.

5. **Expenditures.** The Chamber agrees that all expenditures will be accordance with the intent and purposes of this agreement.

6. **Auditing of Records, Documents and Reports.** The Chamber shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement and retain said records for a period of three (3) years from the date of final payment under this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the Chamber with respect to matters covered in this Agreement. The City shall have the right to audit the required records. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

7. **Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents

prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Chamber. With respect to computer files containing data generated for the work, Chamber shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

**8. Term.** This agreement shall commence on July 1, 2014 and shall terminate on June 30, 2015 unless sooner terminated as provided herein. Either party may terminate this Agreement by giving ninety (90) calendar days notice of that party's intention not to continue with this Agreement, without penalty to either party.

**9. Notice.** Notice may be given under this Agreement by personal service or through mail to:

President and CEO  
Chamber of Commerce  
1301 N. White Sands Blvd.  
Alamogordo, NM 88310

or to the City at:

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

**10. No Conflict of Interest.** The Chamber affirms that no employee of the Chamber has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The Chamber will not hire any officer or employee to perform any service covered by this Agreement.

**11. Amendment.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

**12. Merger.** This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No

prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**13. Equal Opportunity Compliance.** The Chamber agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Chamber agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Chamber is found not to be in compliance with these requirements during the life of this Agreement, the Chamber agrees to take appropriate steps to correct these deficiencies.

**14. Applicable Law.** The laws of the State of New Mexico shall govern this Agreement.

**15. Indemnification.** The Chamber shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Chamber, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Chamber resulting in injury or damage to persons or property during the time when the Chamber or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Chamber or any officer, agent, employee, servant or subcontractor

under this Agreement is brought against the Chamber, the Chamber shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City by certified mail.

**16. Relationship of the Parties.** It is understood and agreed that the Chamber is engaged and retained as an independent contractor and not as officers, agents or employees of the City.

**17. Workers Compensation.** The Chamber agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If Chamber fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**18. Assignment.** The Chamber shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

**19. Release.** The Chamber acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

CITY OF ALAMOGORDO, NEW MEXICO  
a New Mexico municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
James R. Stahle, City Manager

ATTEST:

\_\_\_\_\_  
Reneé L. Cantin, City Clerk

ALAMOGORDO CHAMBER OF COMMERCE

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Espiritu, President and CEO

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen P. Thies, City Attorney

**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

**Meeting Date:** August 25, 2014      **Report Date:** August 6, 2014      **Report No:** 9

**Submitted By:** Bob Johnson,  
Contract Coordinator      **Approved For Agenda:** 

**Subject:** Consider, and act upon, the award of RFQ No. 2014-01 to Souder, Miller, & Associates, related to the engineering and design services for construction of a new lined Cell No. 5 at the Otero/Greentree Regional Landfill project, in an amount not to exceed \$94,570.00, including NMGRT.

**Fiscal Impact:** \$94,570.00, including NMGRT

Amount Available    \$176,000.00      094-0903-990.61-90      PW1405

**Recommendation:** Approve the award.

**Background:** This project will be for planning, permitting, design, and construction phase services for a new lined Cell No. 5 at the Otero/Greentree Regional Landfill.

The City solicited proposals through RFQ No. 2014-01, advertised on April 13, 2014 in the Alamogordo Daily News. Five (5) responsive proposals were received on May 15, 2014: Souder, Miller & Associates; Gordon Environmental, Inc.; SCS Engineers; Ideals, Inc.; and TRC Environmental Corp. As a result of the evaluation process, Souder, Miller, & Associates was selected as the highest qualified candidate. A copy of RFQ 2014-01 and a copy of all submitted proposals are available in the City Clerk's office. The composite score sheet is attached.

There were a total of four (4) members on the evaluation committee; two (2) from the Engineering Department and two (2) from the Utilities Administration Department. The proposals were evaluated for compliance with the mandatory requirements set forth in the RFQ. The attached Agreement for Professional Services including the scope and fee is written as a not-to-exceed lump sum and daily rate with maximum agreement.

**Reviewed By:**

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

CITY OF ALAMOGORDO  
 COMPOSITE SCORE SHEET  
 Engineering Design Services for Otero/Greentree Regional Landfill Cell No. 5  
 May 15, 2014  
 RFQ No. 2014-01

Factor	Available Points per Candidate	4 Committee Members	Souder, Miller & Associates	Gordon Environmental, Inc.	SCS Engineers	Ideals, Inc.	TRC Environmental Corp.
1	100	Technical Competence	89	90	90	76	80
2	80	Capacity & Capability	75	73	73	59	65
3	40	Past Record of Performance	32	35	35	22	24
4	40	Familiarity with the Alamogordo & Otero County Area	36	36	31	34	17
5	20	Current Value of Work with City of Alamogordo	20	20	20	20	20
6	40	Approach to Providing the Services	32	31	31	26	27
7	40	Approach to Communicating with City of Alamogordo	31	28	29	27	28
8	40	Personnel Qualifications	34	33	33	23	25
9	40	Additional Preference Points - Veterans, In-State, or Local	20	20	0	0	0
<b>Total Available</b>	<b>440</b>	<b>Cumulative Score</b>	<b>369</b>	<b>366</b>	<b>342</b>	<b>287</b>	<b>286</b>
<b>Total Rank</b>			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

	Souder, Miller & Associates									Gordon Environmental, Inc.									SCS Engineers								
FACTOR	1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9
Evaluator #1	23	20	8	8	5	8	8	8	5	22	19	8	8	5	8	7	7	5	22	19	8	8	5	8	8	7	0
Evaluator #2	24	19	9	9	5	8	8	9	5	23	18	9	9	5	8	7	8	5	23	18	9	9	5	8	8	8	0
Evaluator #3	17	16	7	9	5	7	6	7	5	20	18	8	9	5	7	6	8	5	20	18	9	8	5	7	7	8	0
Evaluator #4	25	20	8	10	5	9	9	10	5	25	18	10	10	5	8	8	10	5	25	18	9	6	5	8	6	10	0
Sub-Total	89	75	32	36	20	32	31	34	20	90	73	35	36	20	31	28	33	20	90	73	35	31	20	31	29	33	0
Grand Total	369									366									342								

	Ideals, Inc.									TRC Environmental Corp.								
FACTOR	1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9
Evaluator #1	20	17	5	7	5	7	7	5	0	21	18	6	4	5	7	7	5	0
Evaluator #2	21	16	6	8	5	7	7	6	0	22	17	7	5	5	7	7	6	0
Evaluator #3	17	16	7	9	5	7	6	7	0	17	15	6	5	5	6	6	7	0
Evaluator #4	18	10	4	10	5	5	7	5	0	20	15	5	3	5	7	8	7	0
Sub-Total	76	59	22	34	20	26	27	23	0	80	65	24	17	20	27	28	25	0
Grand Total	287									286								

## **AGREEMENT FOR ENGINEERING SERVICES**

THIS Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Alamogordo, a New Mexico municipal corporation in its capacity of administrator and fiscal agent of the Joint Powers Agreement entered into by and between the Governmental Entities named therein (the "CITY"), and Souder, Miller, & Associates, a New Mexico corporation (the "ENGINEER").

WHEREAS, CITY is in need of engineering services for a project known as the Otero/Greentree Regional Landfill Cell No. 5 (the "Project").

WHEREAS the ENGINEER represents that it is qualified to provide engineering services as required by this Agreement and is duly licensed pursuant to the Engineering and Surveying Practice Act (61-23-1 NMSA 1978).

NOW, THEREFORE, CITY and ENGINEER agree as follows:

### **SECTION A – GENERAL PROVISIONS**

#### **1. General.**

(a) This Agreement represents the entire and integrated Agreement between the CITY and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

(b) CITY and ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of CITY and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of the Agreement. Neither CITY nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may be become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CITY or ENGINEER to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of CITY and ENGINEER and not for the benefit of any other party.

## **2. Responsibilities of the ENGINEER.**

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall keep the CITY informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER, shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement. Surveys performed by the ENGINEER shall conform to the requirements of the Land Surveyor's Act.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with this Agreement.

(c) CITY's review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. CITY's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the CITY or CITY furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) ENGINEER'S opinions of probable construction cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. If CITY wishes greater assurance as to probable construction cost, CITY shall employ an independent cost estimator.

(f) The standard of care of all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

(g) Engineer shall not provide construction management services except those specifically described in the Scope of Services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the CITY may have against the ENGINEER for faulty materials, equipment, or work.

**3. Responsibilities of the CITY.**

(a) The CITY shall designate in writing a person authorized to act as the CITY's representative. The CITY or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the CITY's policies and render decisions and authorizations promptly in writing.

(b) CITY shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CITY to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of CITY furnished data and information.

(c) The CITY shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) CITY acknowledges that ENGINEER's drawings, plans, specifications, and other similar documents, whether in written, graphic, or electronic form, are instruments of professional service and not products. Upon full payment of ENGINEER's compensation for this Project, the ownership and copyright of the instruments of service and copyright to the design shall be transferred to the CITY. The ENGINEER shall not be deprived of the right to retain reproducible copies of the instruments of service and the right to reuse information contained in them in the normal course of the ENGINEER's practice. In return for the ENGINEER's relinquishment of ownership, CITY hereby releases ENGINEER from all responsibility in connection with their use on any project other than their use on this Project. The CITY recognizes that the instruments of service are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

**4. Changes.**

(a) The CITY may, at any time, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the CITY shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the CITY's notification of change, unless the CITY grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the CITY.

**5. Term of Agreement.** This Agreement shall be effective after letter of authorization to proceed from the City and shall remain in full force and effect until final completion of work set forth in Attachment A.

**6. Termination of Contract.**

(a) This Agreement may be terminated in whole or in part in writing by either party in

the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the CITY for its convenience, provided that the ENGINEER is given (1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the CITY prior to termination.

(c) If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the CITY because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the CITY effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the CITY may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the Agreement price shall be made as provided herein.

## **7. Payment.**

(a) Partial payment for each Task described in the Scope of Services shall be paid on a monthly basis prorated on the amount of work completed in each Task. Requests for payment will be submitted to CITY no later than the 10<sup>th</sup> day of each month. CITY will tender payment within thirty (30) days of receipt and approval of requested progress payment.

(b) The CITY shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If CITY contests an invoice, CITY may withhold only that portion so contested, and must pay the undisputed portion.

(c) Final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the CITY's claims against the ENGINEER under this Agreement.

(d) If CITY fails to make any payment due ENGINEER within forty-five (45) calendar days after CITY's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1% per month from said forty-fifth day. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. CITY waives any and all claims against ENGINEER for any such suspension.

**8. Time.**

**(a) Progress and Completion**

1. Time limits stated in this Agreement are of the essence. By executing the Agreement, ENGINEER confirms that the contract time(s) is (are) reasonable periods for performing each phase of the Work.

2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.

3. The CITY shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or neglect of the CITY, changes in the Work as directed by the CITY in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended by CITY. Extensions of time not associated with modifications or change to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages.

5. The ENGINEER shall promptly notify CITY in writing of any conditions that may delay delivery of work beyond the Contract Time.

6. CITY shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

**(b) Contract Time and Liquidated Damages**

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the CITY, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify CITY of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or refuses to complete the Services within the Contract Time, including any time extension granted by the CITY, then the ENGINEER agrees to pay the CITY the amount specified in the ATTACHMENT, not as a penalty, but as liquidated damages.

2. The parties agree that the amount of the likely damages to the CITY for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress

payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the CITY.

3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the CITY.

4. The CITY and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay CITY THREE HUNDRED and NO/100 DOLLARS (\$300.00) per day for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the CITY. CITY shall have no more than ten (10) calendar days to accept or reject the Work.

9. **Project Design.** Unless otherwise approved by the CITY, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. **Audits and Access to Records.** The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The books, records, documents, and other evidence shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final payment to the ENGINEER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

11. **Subcontracts.** Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The CITY must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants. CITY approved consultants provided under the Scope of Services are as named below:

Nothing in the foregoing shall create any contractual relationship between the CITY and any consultants employed by ENGINEER under the terms of this Agreement. ENGINEER is as responsible for the performance of its consultants as it would be if it had rendered these services itself. All consultants shall be paid by ENGINEER.

12. **Insurance.** ENGINEER shall secure and maintain such insurance as shall protect ENGINEER and firm from claims under the Worker's Compensation Act and such comprehensive general liability and automobile insurance as will protect the CITY and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount

at least equal to that required by the New Mexico Tort Claims Act. ENGINEER shall procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the CITY a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the CITY. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

**13. Environmental Condition of Site.**

(a) CITY has disclosed to ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) CITY represents to ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to ENGINEER, exist at the Site.

(c) If ENGINEER encounters an undisclosed Constituent of Concern, then ENGINEER shall notify (1) CITY and (2) appropriate governmental officials if ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CITY: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 calendar days notice.

(f) CITY acknowledges that ENGINEER is performing professional services for CITY and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

**14. Mutual Waiver.** To the fullest extent permitted by law, CITY and ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**15. Independent Contractor.** ENGINEER will, at all times during the performance of this

Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by ENGINEER's performance of the Services.

**16. Equal Employment Opportunity.** In providing services under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. ENGINEER shall take affirmative action to ensure that applicants for employment are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ENGINEER shall incorporate the foregoing requirements of this section in all of its subcontracts for work to be performed on this Project.

**17. Remedies.** Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the CITY and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the County in which the CITY is located.

**18. Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the governing body of Otero/Greentree County Regional Landfill for the performance of this Agreement. If sufficient appropriations and authorization are not made by the governing body, this Agreement shall terminate immediately upon written notice being given by the City to the Consultant. The governing body's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the governing body proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**19. Law Governing Agreement.** For the purpose of determining place of Agreement and the law governing same, this Agreement is entered into in City of Alamogordo, County of Otero, State of New Mexico, and shall be governed by the laws of the State of New Mexico.

**20. Indemnification.** The ENGINEER shall defend, indemnify and hold harmless the CITY, the Governmental Entities, and their officers, employees and agents from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the ENGINEER, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the ENGINEER or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to performance of this Agreement.

**21. Authorization To Enter Agreement.** If ENGINEER signs this Agreement as a corporation, each of the persons executing this Agreement on behalf of ENGINEER warrants

to CITY that ENGINEER is a duly authorized and existing corporation, that ENGINEER is qualified to do business in the State of New Mexico, that ENGINEER has full right and authority to enter into this Agreement, and that each and every person signing on behalf of ENGINEER is authorized to do so. Upon City's request, ENGINEER shall provide evidence satisfactory to City confirming these representations.

**22. Notices.** Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other shall be in writing and shall be either personally delivered or sent by certified mail, return receipt, to the following addresses:

To the City: City Manager  
City of Alamogordo  
1376 E 9<sup>th</sup> Street  
Alamogordo, New Mexico 88310

With Copy to: City of Alamogordo  
Public Works Director  
2600 N. Florida Avenue  
Alamogordo, New Mexico 88310

To the ENGINEER: Souder, Miller, & Associates  
401 N. Seventeenth Street, Suite 4  
Las Cruces, New Mexico 88005

## SECTION B – ENGINEERING SERVICES

**1. Scope of Work.** Upon CITY's written authorization to proceed, the ENGINEER shall furnish ENGINEERING SERVICES and provide the Deliverables in accordance with the GENERAL PROVISIONS of the Agreement and as set forth in the "WORKPLAN AND BUDGET" (the "Scope of Services"), attached hereto as Attachment "A", and incorporated herein by this reference (the "Work"), within the time specified in Attachment "A" (the "Contract Time").

### **2. Compensation for Engineering Services.**

(a) **Payment for Services.** Compensation for ENGINEERING SERVICES shall be as follows:

**LUMP SUM METHOD OF PAYMENT.** The maximum cumulative amount of compensation for those tasks described in Attachment A as "Fixed Fee Deliverable Schedule" shall not exceed \$55,790.00, inclusive of New Mexico gross receipt tax. The CITY shall pay the ENGINEER for performing each task the fixed fee specified for each identified in Attachment A. The ENGINEER shall not perform services in excess of the authorized fee for each individual Task without prior written authorization from the CITY.

**DAILY RATE WITH MAXIMUM.** The total amount of charges, inclusive of New Mexico gross receipt tax, for the CONSTRUCTION OBSERVATION SERVICES, as described in Attachment A, shall not exceed \$38,780.00 without prior written approval of the CITY.

The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-4.

The ENGINEER shall be reimbursed by the CITY for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the ENGINEER by any authority.

(b) **Reimbursable Expenses.** Reimbursables and per diem are not allowed, unless specified in Attachment A.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement.

SOUDER, MILLER, & ASSOCIATES

By:  \_\_\_\_\_

Karl E. Tonander, P.G., P.E.

Senior Vice President/C.O.O.

NM Taxpayer Identification Number: 02-040132-00-9

Federal Taxpayer Identification Number: 85-0336964

CITY OF ALAMOGORDO, NEW MEXICO

a New Mexico municipal corporation

By: \_\_\_\_\_

James R. Stahle, City Manager

ATTEST:

\_\_\_\_\_  
Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen P. Thies, City Attorney

**WORKPLAN AND BUDGET**  
**LANDFILL SUPPORT SERVICES – CELL 5**  
**OTERO/GREENTREE REGIONAL LANDFILL**  
**JUNE 30, 2014**

**INTRODUCTION**

This workplan and budget is pursuant to the request by the City of Alamogordo for assistance with several tasks associated with support services for Cell 5 at the Otero/Greentree Regional Landfill located south of Alamogordo, New Mexico.

A payment schedule listing the proposed budget for the fixed fee and time & materials tasks under this workplan can be found below. *Please note that the below costs include New Mexico Gross Receipts Tax (NMGRT).*

<b>Fixed Fee Deliverable Schedule</b>			
<b>Task</b>	<b>Submittal Description</b>	<b>Anticipated Due Date</b>	<b>Budget Requested</b>
P2T2a	Design Survey: Data Collection and Topography	60 days after notice to proceed	\$5,590.00
P3T3	Preparation of Drawings and Bid Specifications	180 days after notice to proceed	\$19,370.00
P4T2	Bid Facilitation	60 days after completion of bidding*	\$6,430.00
P5T1	Construction Administration	120 days after P4T2 completion	\$9,775.00
P2T2b	Construction Survey: Quantities Verification	120 days after P4T2 completion	\$3,315.00
P7T1	Certification Letter	60 days after P5T1 completion	\$1,600.00
P2T2c	Completion Survey: Data Collection and Topography	60 days after P5T1 completion	\$3,315.00
P7T7	Project Closeout and Record Drawings	60 days after P5T1 completion	\$6,395.00
<b>Total Fixed Fee Workplan Cost</b>			<b>\$55,790.00</b>

*\*Project is anticipated to pause after preparation of documents but prior to bidding based on availability of construction funding*

<b>Time &amp; Materials Deliverable Schedule</b>			
<b>Task</b>	<b>Submittal Description</b>	<b>Anticipated Due Date</b>	<b>Budget Requested</b>
P6T6	Construction Observation	120 days after P4T2 completion	\$38,780.00
<b>Total Time &amp; Materials Workplan Cost</b>			<b>\$38,780.00</b>

**P2T2A- DESIGN SURVEY: DATA COLLECTION AND TOPOGRAPHIC SURVEY**

SMA will prepare a topographic survey of the existing (pre-bid) conditions of Cell 5 at the Otero/Greentree Regional Landfill. The survey will include collection of topographic data sufficient for generation of 1 foot contour intervals and spot elevations at each intersection of an approximate 60 foot square grid covering the cell. All data will be collected based on the North American Datum of 1983 (NAD 83) and the North American Vertical Datum of 1988 (NAVD 88) coordinate system. SMA will provide the City with survey field notes plus an electronic copy of the points and CAD files in AutoCAD Civil3D 2013 or 2015 format.

**P3T3- PREPARATION OF DRAWINGS, BID SPECIFICATIONS**

SMA will prepare construction drawings and technical specification documents (including bid schedule) in preparation for advertising the remainder of construction of Cell 5 for public bid. Bid specification documents to be prepared include technical specifications for appropriate thickness(es) of HDPE liner (e.g. 60-mil, 80-mil), a geosynthetic clay liner and construction of the leachate collection system. SMA will prepare the technical specifications in accordance with the specifications in the Otero/Greentree Regional Landfill 2014 renewal application, or where modified by the New Mexico Environment Department (NMED) Solid Waste Bureau (SWB). All drawings prepared for construction will be signed and stamped by a New Mexico Professional Engineer. *Please note that the contract documents are anticipated to be completed by the City of Alamogordo.*

**P4T2- BID FACILITATION**

Bid facilitation includes activities associated with a single round of bidding for the proposed project. These services will include attendance at a pre-bid conference to be held at the project site and/or the City offices, answering contractor (bidder) questions, review and documentation of bids received by the City of Alamogordo, and recommendation of award to the City of Alamogordo. *Please note that the estimated cost does not include the legal advertisement; that cost will be managed directly by the City of Alamogordo.*

**P5T1- CONSTRUCTION ADMINISTRATION**

Upon written authorization from the City of Alamogordo, SMA shall:

1. SMA shall act as the engineer as described in the contract documents for Cell 5 liner construction of the Otero/Greentree Regional Landfill.
2. Consult with the City and act as the City's representative as provided in the agreement. All of the City's instructions to the contractor will be issued through SMA who shall have authority to act on behalf of the City in dealings with the contractor to the extent provided in this workplan of the construction documents.
3. As project representative, participate in a pre-construction conference prior to commencement of work at the site.
4. Make visits to the site at intervals appropriate to the various stages of construction, as SMA deems necessary, but at least monthly, in order to observe the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and observations, SMA shall determine in general if such work is proceeding in accordance with the contract documents and technical specifications and shall keep the City informed of the progress of the work.
5. During such visits SMA shall have authority to recommend to the City that the contractor's work be disapproved and rejected while it is in progress if SMA believes that such work will not produce a completed project that conforms generally to the contract documents and

technical specifications or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents and technical specifications.

6. Issue necessary clarifications and interpretations of the contract documents and technical specifications as appropriate to the orderly completion of the work. SMA may issue field orders authorizing minor variations from the requirements of the contract documents and technical specifications.
7. Recommend change orders and work change directives to the City, as appropriate.
8. Review and approve submittals and other data that the contractor is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole. Such reviews and approvals will be completed within 14 days of receipt of contractor's submittals by SMA and will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. SMA will verify and document contractor submittals are in accordance with the technical specification, material received is per the submittals, material installed, tested and measured per the technical specifications.
9. Based on review of applications for payment and accompanying support documentation recommend the amounts that the contractor be paid. Such recommendations of payment will be in writing and will constitute SMA's representation to the City, based on such observations and review, that, to the best of SMA's knowledge, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract documents, and the conditions precedent to contractors' being entitled to such payment appear to have been fulfilled in as so far as it is SMA's responsibility to observe the work.
10. The construction phase will commence with the execution of the construction agreement for the project or any part thereof and will terminate upon written recommendation by SMA of final payment to the contractor.
11. Following notices from contractor that the entire work is ready for its intended use, in company with the City, review agency, and contractor, conduct an inspection to determine if the work is substantially complete. If, after considering any objections of the City, SMA considers the work substantially complete; SMA shall deliver a certificate of substantial completion to the City, review agency, and contractor.

**P2T2B- COMPLETION SURVEY: QUANTITIES VERIFICATION**

SMA will prepare a topographic survey of the completed base earthwork for Cell 5 at the Otero/Greentree Regional Landfill. The survey will include collection of topographic data sufficient for generation of 1 foot contour intervals and spot elevations at each intersection of an approximate 60 foot square grid. This survey will illustrate the bottom of the compacted subgrade prior to installation of any liner materials and will be used to verify earthwork quantities. All data will be collected in datums and provided in formats consistent with the prior presented survey task.

**P6T6- CONSTRUCTION OBSERVATION**

Upon written authorization from the City of Alamogordo, SMA shall:

1. SMA shall act as the construction observer as described in the contract documents for Cell 5 liner construction of the Otero/Greentree Regional Landfill.
2. As construction observer, participate in a pre-construction conference prior to commencement of work at the site.

3. SMA shall provide the services of a project representative/observer at the construction sites on a full-time basis *except* during earthwork to be completed prior to liner installation, which will instead be provided on a part-time basis.
4. Make site visits in order to observe the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and observations, SMA shall determine in general if such work is proceeding in accordance with the contract documents and technical specifications (including documentation of field quality control requirements) and shall keep the City informed of the progress of the work.
5. As construction observer, SMA will verify the quantities in applications for payment and accompanying support documentation and advise of the amounts that the contractor should be paid. SMA will verify and document contractor submittals are in accordance with the technical specification, material received is per the submittals, material installed, tested and measured per the technical specifications.

The cost as presented is estimated based upon 30 observation days at the facility. These days are not anticipated to be contiguous; site visits will not be daily during the earthwork portion of construction activities.

**P7T1- CERTIFICATION LETTER**

SMA will review the field data and construction documentation for the City. SMA will prepare and furnish to the City the engineer's certification letter that will be submitted to the NMED Solid Waste Bureau. This letter is required prior to disposal of solid waste within the new cell.

**P2T2C- COMPLETION SURVEY: DATA COLLECTION AND TOPOGRAPHIC SURVEY**

SMA will prepare a topographic survey of the completed Cell 5 at the Otero/Greentree Regional Landfill. The survey will include collection of topographic data sufficient for generation of 1 foot contour intervals and spot elevations at each intersection of an approximate 60 foot square grid covering the new cell. This survey will illustrate the bottom of waste relative to the subgrade, actual installed liner and protective cover. All data will be collected in datums and provided in formats consistent with the prior presented survey task.

**P7T7- PROJECT CLOSEOUT DOCUMENTS**

SMA will prepare and furnish to the City closeout documents and record drawings showing appropriate record information based on project documentation received from the contractor. Three sets of record drawings shall be submitted to the owner in printed format and one additional copy shall be submitted in electronic (Adobe Acrobat) format.

**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

---

**Meeting Date:** August 25, 2014      **Report Date:** August 13, 2014      **Report No:** 10

**Submitted By:** Reneé L. Cantin  
City Clerk      **Approved For Agenda:** 

---

**Subject:** Hold Public Hearing, consider, and act upon, Application No. 911558 to grant a transfer of Ownership and Location for Liquor License #0283 from Meridian Investments, LLC to Allsup's Convenience Stores, Inc. d/b/a Allsup's Store No. 95, located at 822 N. Scenic Dr., Alamogordo, NM.

---

**Recommendation:** Approve the Transfer of Ownership and Location of License No. 0283 from Meridian Investments, LLC to Allsup's Convenience Stores, Inc d/b/a Allsup's Store No. 95 and approve a waiver for the 300 feet from a Church regulation.

---

**Background:** The Alcohol and Gaming Division of the NM Regulation and Licensing Department has given this application preliminary approval. In accordance with Section 60-6B-4 NMSA of the Liquor Control Act, the Division must refer the application to the Governing Body for approval or disapproval. This public hearing is for the purpose of considering the application. A Notice of Public Hearing was published in the *Alamogordo Daily News* on Sunday, August 3<sup>rd</sup> and Sunday, August 10<sup>th</sup>, 2014. These publications meet the State regulations of publishing two consecutive weeks prior to the public hearing.

At the August 12<sup>th</sup> meeting this item was tabled to allow the Clerk to get in contact with the Pastor of the church in order to obtain a letter in writing as to whether the church was in favor or against the transfer of this liquor license.

Also attached is an explanation of why the reporting of how many feet from the church was different on each document.

---

**Reviewed By:** \_\_\_\_\_

City Attorney _____	City Clerk <u>RC</u>	Assistant City Manager _____	Community Services _____
Finance _____	Housing Authority _____	Planning _____	Police Chief _____
Public Works _____	Purchasing _____	City Engineer _____	Human Resources _____



New Mexico Regulation and Licensing Department

ALCOHOL AND GAMING DIVISION

Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87503
P.O. Box 25101 ▪ Santa Fe, New Mexico 87505-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us

RECEIVED

JUL 23 2014

July 18, 2014

CITY CLERK

Certified Mail No.: 7009 2250 0000 9386 8331

City of Alamogordo
Attn: Renee' Cantin, Clerk
1376 East Ninth Street
Alamogordo, NM 88310

Re: License / App. No.: License #0283 /Application No. 911558
Applicant Name: Allsup's Convenience Stores, Inc.
Doing Business As: Allsup's Store #95
Proposed Location: 822 N. Scenic Drive
Alamogordo, New Mexico 88310

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted Conditional Preliminary Approval; it is being forwarded to you in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

Within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer. Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing at least once a week for two consecutive weeks in a newspaper of general circulation within the territorial limits of the governing body, which requires that two weeks of publication must be satisfied before a hearing can be conducted. The notice shall include: (A) Name and address of the Applicant/Licensee; (B) The action proposed to be taken by the Alcohol and Gaming Division; and (C) The location of the licensed premises. The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP AND LOCATION OF LIQUOR LICENSE NO. 0283 WITH PACKAGE SALES.

- Susana Martinez GOVERNOR
J. Dee Dennis, Jr. SUPERINTENDENT
Mary Kay Root DEPUTY SUPERINTENDENT
James C. McKay CHIEF GENERAL COUNSEL
Jennifer M. Anderson DIRECTOR

- Alcohol and Gaming Division (505) 476-4875
Boards and Commissions Division (505) 476-4600
Construction Industries Division (505) 476-4700
Financial Institutions Division (505) 476-4885
Manufactured Housing Division (505) 476-4770
Securities Division (505) 476-4580
Administrative Services Division (505) 476-4800

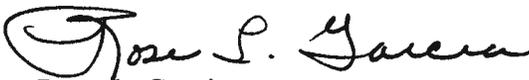
The governing body may disapprove the issuance or transfer of the license if:

- 1) The proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico. **(The governing body may disapprove if the proposed location is within 300 feet of a church or school unless the license has been located at this location prior to 1981 or unless the Applicant/Licensee has obtained a waiver from the Local Option District governing body for the proposed licensed premises).**
- 2) The issuance or transfer would be in violation of a zoning or other ordinance of the governing body. The governing body may disapprove if the proposed location is not properly zoned. Because this office is in receipt of a Zoning Statement from the governing body, this is not a basis for disapproval. Attached is a copy of a Zoning Statement from the local governing body.
- 3) The issuance would be detrimental to the public health, safety, or morals of the residents of the Local Option District. Disapproval by the governing body on public health, safety, or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or location and a copy of the record must be submitted to the Alcohol and Gaming Division.

Within thirty **(30)** days after the Public Hearing, the governing body **shall** notify the Alcohol and Gaming Division as to whether the local governing body has approved or disapproved the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notice of publication(s). **If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director will give Final Approval to the issuance or transfer of the license.**

If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty **(30)** days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the notice of disapproval (Page 1 of the Application page noting disapproval).

Sincerely,



Rose L. Garcia  
Hearing Officer  
NM Regulation & Licensing Dept.  
Alcohol & Gaming Division  
Phone: 505-476-4552  
Fax: 505-476-4595  
Email: [rosel.garcia@state.nm.us](mailto:rosel.garcia@state.nm.us)

Enclosures: Original Page 1 of Application  
Copy of Page 2 of Application

---

New Mexico Regulation and Licensing Department  
ALCOHOL AND GAMING DIVISION

State Liquor License # UZ03

STATE OF NEW MEXICO  
REGULATION AND LICENSING  
DEPARTMENT  
ALCOHOL AND GAMING DIVISION  
P.O. BOX 25101 Santa Fe,  
New Mexico 87504-5101  
505-476-4570

Record Owner of License Meridian Investments, LLC

Application Number 911558

Current D/B/A Name \_\_\_\_\_

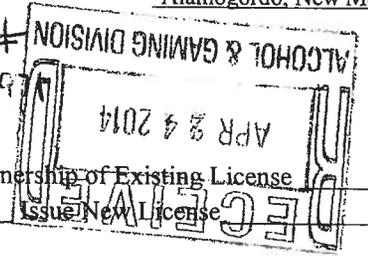
Local Option (AGD use) \_\_\_\_\_

Current Premise Address 2722 Scenic Drive

Alamogordo, New Mexico

Liquor License Application  
Non Refundable Application Fee- \$200.00

R#1589702  
**PAID**  
\$ 200.00 CK# 9209



Application is for: (check one) Change of Stock \_\_\_\_\_ Change of Officers/Directors \_\_\_\_\_ Transfer of Ownership of Existing License \_\_\_\_\_  
Transfer of Ownership and Location  Transfer Location \_\_\_\_\_ Other \_\_\_\_\_

Applicant is: Individual \_\_\_\_\_ Corporation  Partnership (General or Limited) \_\_\_\_\_ Limited Liability Company \_\_\_\_\_

NAME OF APPLICANT (company or individual): Allsup's Convenience Stores, Inc. ADDRESS (INCLUDING CITY, STATE, ZIP) PO Box 1907, Clovis, New Mexico 88102-1907 TELEPHONE NUMBER 575-769-2311  
Notice also to: Linda L. Aikin, Esq., 530B Harkle Road, Santa Fe, NM 87505 PH: 505-982-6224 FAX: 505-992-8378

D/B/A Name to be used: Allsup's #95 Phone Number for licensed premises 575-434-3499

Physical Address Where License is to be used: 822 N Scenic Drive, Alamogordo, New Mexico 88310  
(Street No./Highway No./State Road/City/County)

Mailing Address: PO Box 1907, Clovis, New Mexico 88102-1907  
(Street No./P.O. Box/City/State/Zip)

Are alcoholic beverages currently being dispensed at the proposed location?  No  If yes, give license number \_\_\_\_\_

I, Lonnie D. Allsup, as (title) president being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents thereof and that all statements therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue said license or may cause such license to be revoked at any time.

Signature of Applicant(s) [Signature] Date 4-17-14

OFFICIAL SEAL

Notary Public Use Only

Shirley Corbell

SUBSCRIBED AND SWORN TO before me this 17 day of April, 2014 by Lonnie D. Allsup (Name of Person(s) Signing Above)  
NOTARY PUBLIC: [Signature] My Commission Expires: 8-31-16

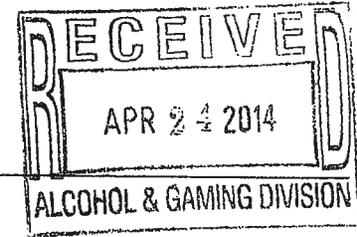
Local Governing Body of: \_\_\_\_\_ (CITY OR COUNTY) Hearing Held on: \_\_\_\_\_  
PLEASE CHECK ONE:  APPROVED  DISAPPROVED CITY/COUNTY OFFICIAL (Signature and Title): \_\_\_\_\_

AGD Use Only

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ DIRECTOR APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_



**PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION**  
SS-60-6B-10



1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant Yes Leased by Applicant (attach copy of deed or lease) \_\_\_\_\_ Other (provide details) \_\_\_\_\_

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s) \_\_\_\_\_

B. Date and term of lease \_\_\_\_\_

3. Premises location is zoned (example C-1) C-3

If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

4. Distance from nearest church \*(Property line of church to licensed premises—shortest distance).  
Nazarene

*De* Miles/feet 300 Ft. ~~253 Ft.~~ Name of church New Beginning Church of Nazarene Address/location of church 817 N. Scenic Dr., Alamogordo NM

5. Distance from nearest school \*(Property line of school to licensed premises—shortest distance).

Miles/feet 3 tenths mile Name of school Heights Elementary Address/location of school 2410 Tenth St., Alamogordo, NM

6. Distance from military installation \*(Property line of military installation to licensed premises-shortest distance.)

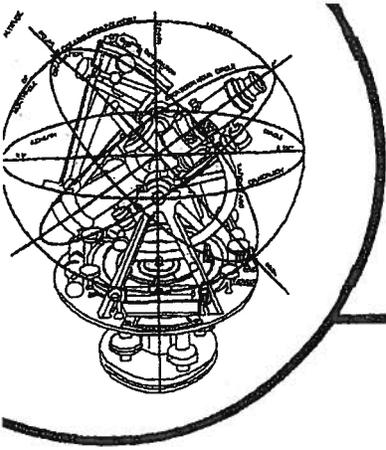
Miles 10.5 Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis).

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 ½ x 11 inches, and must include the total square footage of premises.

\*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.

8. Type of Operation:

Lounge \_\_\_\_\_ Restaurant \_\_\_\_\_ Package Grocery X Racetrack \_\_\_\_\_ Hotel \_\_\_\_\_ Other (specify) \_\_\_\_\_



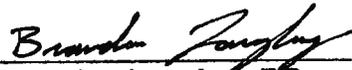
ALAMOTERO  
LAND  
SURVEYS, P.C.

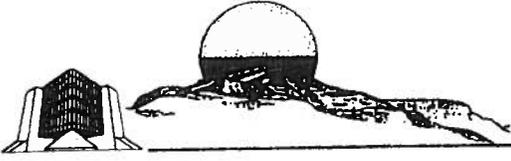
PROFESSIONAL LAND SURVEYORS  
1101 NORTH FLORIDA AVENUE  
ALAMOGORDO, NEW MEXICO  
PHONE 575-437-7074 FAX 575-437-7075

April 30, 2014

To whom it may concern,

The Northeast corner of the Church of the Nazarene property (Lot 1C, Replat C, Dale Bellamah Addition, Unit No. 4-C, Alamogordo, Otero County, New Mexico) located at 817 Scenic Drive is closer than 300' to the Allsup's Convenience Store located at 822 Scenic Drive (Lot 1A, Replat A, Block 25, Dale Bellamah Addition, Unit No. 4C, Alamogordo, Otero County, New Mexico).

  
\_\_\_\_\_  
Branden Langley, PS



# City of Alamogordo

Planning & Zoning 1376 E. Ninth Street Alamogordo, New Mexico 88310 Ph (575)439-4220 FAX (575)439-4343  
Srael@ci.alamogordo.nm.us

CD-010-2014

April 18, 2014

Allsup's Convenience Stores Inc.  
ATTN: Rogene Chaddick  
P.O. Box 1907  
Clovis, NM 88102-1907

RE: Zoning of **822 North Scenic Dr. Legal Description: DALE BELLAMAH #4C, REPLAT A, BLK 25, LT 1A, Otero County, New Mexico Map Code 01N-4-057-094-166-240 & PC 01-03207**

To Whom It May Concern,

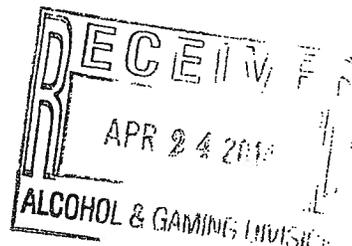
This is written, in accordance with the provisions of Section 2-01-030(j) and Section 29-01-010 of the Code of Ordinances of the City of Alamogordo, New Mexico, to provide a Certificate of Zoning Classification regarding the Property.

The property at **822 North Scenic Dr.** is within the **C3, Business District** as per the City of Alamogordo Zoning Map, which does not prohibit the sale of alcoholic beverages. Alamogordo Municipal Code Chapter 29, Zoning, allows convenience stores, bars and commercial business within this district.

Please contact me if you need more information. Note that for a full understanding of what is permitted or prohibited by the Alamogordo Code of Ordinances please refer to the Code in its entirety. The City's website at <http://ci.alamogordo.nm.us> provides access to the entire Municipal Code. On the City's Home page click on GOVERNMENT – COA Code of Ordinances – Chapter 29 Zoning.

Sincerely,

Ms. Stella Rael, Planning & Zoning Administrator  
Community Development Department,  
City of Alamogordo  
1376 E Ninth St.  
Alamogordo, NM 88310-5938  
(575) 439-4208; Fax: (575)439-4343  
[srael@ci.alamogordo.nm.us](mailto:srael@ci.alamogordo.nm.us)







# City of Alamogordo



## OFFICE OF THE CITY CLERK

1376 E. NINTH STREET • ALAMOGORDO, NEW MEXICO 88310-5838 • (575) 439-4205 FAX (575) 439-4396  
July 25, 2014

### VIA CERTIFIED MAIL

Allsup's Convenience Stores, Inc.  
d/b/a Allsup's Store No. 95  
PO Box 1907  
Clovis, NM 88102-1907

Re: Application No. 911558 to grant a transfer of Ownership and Location for Liquor License #0283 from Meridian Investments, LLC to Allsup's Convenience Stores, Inc. d/b/a Allsup's Store No. 95, located at 822 N. Scenic Dr., Alamogordo, NM.

Dear Sir/Madam:

The Alcohol and Gaming Division of the State of New Mexico has given your application preliminary approval. The application has been referred to our Governing Body for approval or disapproval.

A Public Hearing on the question of whether or not the proposed License should be granted will be held by the Alamogordo City Commission at its Regular Meeting of Tuesday, August 12, 2014, at 7:00 p.m. in the Commission Chambers of the Alamogordo City Hall located at 1376 E. Ninth Street. A "Notice of Public Hearing" will be published in the Alamogordo Daily News on Sunday, August 3<sup>rd</sup>, and Sunday, August 10<sup>th</sup>, 2014.

Under separate cover, you will be receiving our billing for \$50, which covers the processing and investigation fees for the City.

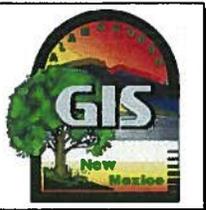
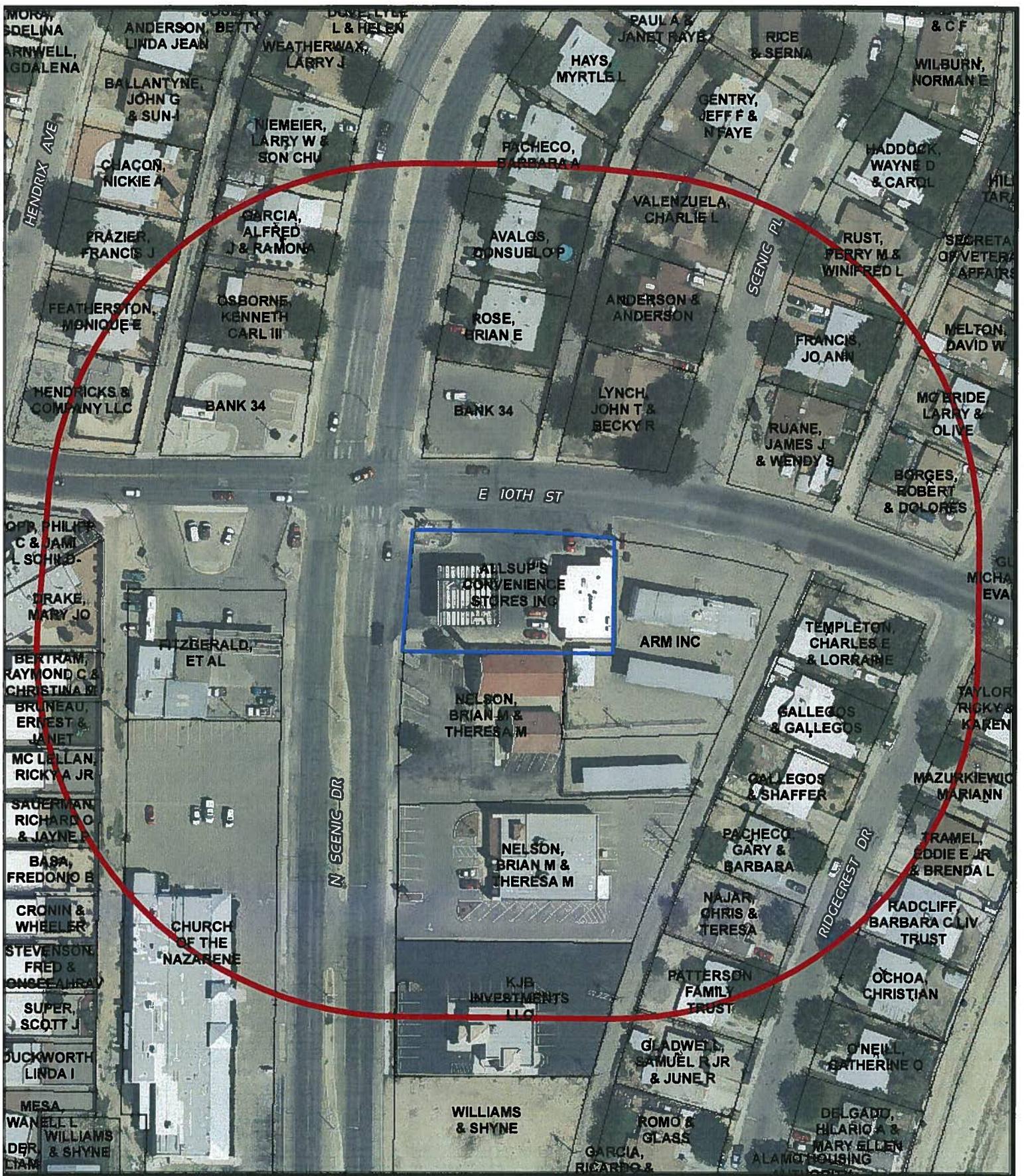
Attached is the city application that you will also need to complete for the city license to the City Clerk's office at the address listed above. The \$250 fee will need to be included with the application to the City of Alamogordo.

If you have any questions, please contact my office at (575) 439-4205.

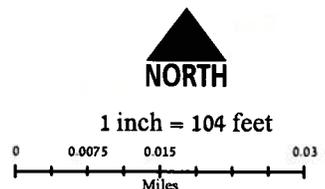
Sincerely,

Renee L. Cantin, CMC  
City Clerk

CC: Linda L. Aikin, Esq., 530B Harkle Rd, Santa Fe, NM 87505  
xc: on file



*Allsup's  
300' Radius*



*The City of Alamogordo makes no representation as to the validity or accuracy of the information given herein and the user is responsible for making such further investigation and inquiries as necessary in order to properly consider such permanent and temporary encroachments.*

---

**Fwd: Allsup's liquor license application**

---

**From :** Cheryl Winrow <winrowc64@gmail.com>

Wed, Aug 13, 2014 01:24 PM

**Subject :** Fwd: Allsup's liquor license application**To :** rcantin@ci.alamogordo.nm.us

----- Forwarded message -----

From: "Cheryl Winrow" &lt;winrowc64@gmail.com&gt;

Date: Aug 13, 2014 7:17 AM

Subject: Allsup's liquor license application

To: &lt;jbaldwin@ci.alamogordo.nm.us&gt;

Cc:

Hello Jason,

My name is Cheryl Winrow and I am the area supervisor for Allsup's stores in Alamogordo. After attending the commission meeting last night, I felt I should explain the discrepancy between the feet listed on the original application and actual feet from the church.

This was not in any way an attempt by Allsup's to deceive the commission. I take full responsibility for the discrepancy due to my inexperience in such matters. Originally, I was asked to measure from the closest corner of our store to the closest corner of the church. This is what I measured and sent this information to my boss. That is where the original figure came from. They trusted me to do this and I failed to do it accurately. It is totally my mistake.

It was not until Mr. Ashburn came yesterday that I was informed of my mistake, that it should have been end of property to beginning of the church's property. This figure is 110 feet. Although it is across the street, it is not as close as the 25 or 50 feet mentioned during the meeting.

I apologize for my mistake. I would ask that you forward this email on to the other commissioners and the mayor. I realize the issue tabled pending receiving written verification from the church but I did want to clarify the doubt mentioned during the meeting.

Thank you for your time and consideration.

Sincerely,

Cheryl Winrow  
Area Supervisor  
Allsup's Convenience Stores



# City of Alamogordo



## OFFICE OF THE CITY CLERK

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

August 15, 2014

Pastor Chris Nikkel  
New Beginnings Church of the Nazarene  
817 Scenic Dr.  
Alamogordo, NM 88310

Sent by mail and via email to: [office@alamonaz.com](mailto:office@alamonaz.com)

Re: Application No. 911558 to grant a transfer of Ownership and Location for Liquor License #0283 from Meridian Investments, LLC to Allsup's Convenience Stores, Inc. d/b/a Allsup's Store No. 95, located at 822 N. Scenic Dr., Alamogordo, NM.

Dear Pastor Nikkel:

As per the conversation we had last week, related to the application for a License to sell packaged liquor at the Allsup's at 822 N. Scenic Dr. I relayed your response of not being opposed to the application to the City Commission at Tuesday night's meeting

They have directed me to request a letter in writing from you related to this license. I would appreciate it if you could please get a letter to me stating your approval or opposition to this license by next Wednesday, August 20<sup>th</sup> so I can include it in the agenda book for the Monday, August 25<sup>th</sup> meeting. You can either mail it or send it to me by email to: [rcantin@ci.alamogordo.nm.us](mailto:rcantin@ci.alamogordo.nm.us)

In addition to the letter if your schedule permits it, I invite you to attend the Commission Meeting on Monday, August 25<sup>th</sup> which starts at 7:00 p.m.

I appreciate your time and consideration in this matter, Please feel free to contact me if you have any questions or concerns.

Respectfully,

Renee L. Cantin, CMC  
City Clerk

cc: file

**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

**Meeting Date:** August 25, 2014 **Report Date:** August 11, 2014 **Report No:** 11

**Submitted By:** Marc A South *[Signature]* **Approved For Agenda:** *[Signature]*

**Subject:** Consider, and act upon, Resolution No 2014-41 in support of MainStreet Alamogordo's application to the New Mexico Department of Economic Development for inclusion in the New Mexico Main Street program.

**Fiscal Impact:** \$0  
**Amount Budgeted:** \$ 0  
**Fund:** NONE

**Recommendation:** Approve the resolution. **[ROLL CALL VOTE REQUIRED]**

**Background:** The MainStreet Alamogordo committee is ready to submit its application to the New Mexico Department of Economic Development for inclusion as an Emerging Community in this year's MainStreet program. To reach this point, the committee has been working for over 18 months to determine a MainStreet area, to build a base of support for the MainStreet idea and finally to develop an application to the state for inclusion in the program.

If accepted into the program, the current committee will re-organize itself into a 501(c)(3) not-for-profit corporation to move forward. The state Economic Development Department will provide technical support to this corporation in the areas of marketing, economic analysis, architectural and landscape architectural support, and organization and fund-raising components.

The objective of the MainStreet program is to revitalize historic areas, with the objective of making them economically viable and desirable again. If the program is successful, the community should see new businesses developing in the MainStreet area, with increased competition for retail space, and ultimately increases in the value of buildings and bare real estate parcels in the downtown area.

Community Development/Planning & Zoning staff has worked with the organizing committee from the beginning of this effort and supports the approval of this resolution by the Commission.

**Reviewed By:**

City Attorney *SPI* City Clerk *RC* Community Development \_\_\_\_\_ Community Services \_\_\_\_\_  
Finance \_\_\_\_\_ Housing Authority \_\_\_\_\_ Planning *[Signature]* Personnel \_\_\_\_\_ Public Safety \_\_\_\_\_  
Public Works \_\_\_\_\_ Purchasing \_\_\_\_\_ Assistant City Manager \_\_\_\_\_

**RESOLUTION NO. 2014-41**

**A RESOLUTION OF THE COMMISSION OF THE CITY OF ALAMOGORDO,  
NEW MEXICO, AUTHORIZING AND SUPPORTING THE SUBMISSION OF A  
NEW MEXICO MAINSTREET PROGRAM APPLICATION TO THE  
DEPARTMENT OF ECONOMIC DEVELOPMENT**

**WHEREAS**, the need exists within the City of Alamogordo for improvement of the historic downtown area in order to both help current businesses grow and attract new businesses to the area; and,

**WHEREAS**, an informal group of interested volunteers and stakeholders in this area have been meeting since December 2012 in order to determine the most effective way to provide assistance to the historic downtown area to improve its appearance and efficacy; and,

**WHEREAS**, the City Commission of the City of Alamogordo finds that there is a significant need to improve the area within the proposed MainStreet project to improve the overall quality of life within the community; and,

**WHEREAS**, the City Commission of the City of Alamogordo determines that the New Mexico Main Street program will be of assistance to both the City and the organizing committee of the MainStreet Alamogordo program.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that:**

Section 1. The City of Alamogordo is supportive of the application of the organizing committee of the Main Street Alamogordo program being submitted to the New Mexico Main Street program of the New Mexico Department of Economic Development.

Section 2 . The City of Alamogordo officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 25<sup>th</sup> day of August 2014.

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

New Mexico



Main Street

**Emerging, Start-Up, Partnership, Sustaining and  
State Certified MainStreet Communities  
Eligibility, Performance Standards  
Technical Assistance, Resources, Services  
Calendar Years 2014-2016**

**EXECUTIVE SUMMARY**

To be an affiliate local MainStreet Program your community must be willing to make a long-term sustained investment into your historic commercial district to support economic revitalization. There are no self-sustaining programs in MainStreet; instead public and private funds and resources are partnered to support economic development, place-based strategies within the MainStreet District.

New Mexico MainStreet (NMMS) is a designated "State Coordinating Program" of the National Main Street Center, Inc. (NMSC). The New Mexico Economic Development Department (EDD) is annually licensed and accredited by NMSC to administer and manage the Main Street Center's registered trademark revitalization program in New Mexico providing services resources and technical assistance to help implement the *Main Street Four-Point Approach*® to local affiliates. NMMS fosters community economic development by supporting local MainStreet districts and neighborhood business district revitalization programs, projects and activities. NMMS provides community economic development support to local New Mexico MainStreet non-profit organizations, municipalities, counties and tribal governments, to enhance economic vitality through local assets, businesses, culture and heritage. NMMS support is provided to village plazas, courthouse squares, and to traditional and historic town centers, neighborhood commercial districts, historic commercial corridors and downtowns of the participating community.

Organizations not maintaining the *MainStreet Four-Point Approach*® as their core principles and strategy for commercial district revitalization are not eligible to be a MainStreet Project. Local organizations are affiliated to the National Main Street Center, Inc. through NMMS as an official MainStreet project. A biennial Memorandum of Understanding (MOU) is required of each local MainStreet affiliate, by the New Mexico Economic Development Department. Main Street is an economic development partnership program between the local MainStreet organization, the municipality, county or tribal government and the New Mexico MainStreet program of the Economic Development Department. The services below will not be provided until all parties execute the MOU and a local government resolution of support is received.

The first stage of entering the MainStreet Program is being designated an “Emerging Community.” The Application to become an Emerging Community clearly delineates the benchmarks and expectations of the community to be able to graduate into a “Start-Up” MainStreet Program.

The Emerging Community Application and accompanying municipal resolution of support serves as a Letter of Agreement (LOA) until the community is designated a Start-Up MainStreet Program. At that time a Biennial MOU is executed with the Economic Development Department, the MainStreet organization and the partnering governmental entity along with resolutions of financial support and agreements to continue the MainStreet revitalization program. Every two years thereafter a new biennial MOU with resolutions of support will be executed to continue the community economic development partnership.

New Mexico MainStreet is delegated by state statute (-3-60B-1 to 3-60B-4 NMSA 1978 as amended in 2013) and through the Economic Development Department to assist communities in building capacity in community economic development. NMMS creates jobs, supports commercial property owners, grows businesses, and encourages entrepreneur support and development, all of which benefits the local economy and raises the quality of life for residents. The New Mexico MainStreet Program was launched and accepted its first affiliates in 1984. New Mexico MainStreet is responsible for coordinating and orchestrating resources, services, and professional technical assistance to its affiliates through the following programs and initiatives. More specific details of those services and resources, including documents and support materials may be found on the NMMS web site: [www.nmmainstreet.org](http://www.nmmainstreet.org).

#### **NEW MEXICO MAINSTREET MISSION STATEMENT**

*The New Mexico MainStreet Program fosters economic development in the state by supporting local MainStreet revitalization organizations and their work in downtowns and the adjacent neighborhoods. The Program provides resources, education, training and services that preserve and enhance the built environment, local historic culture and heritage and stimulate the economic vitality of each participating community.*

*Adopted March 10, 2006*

## CONTENTS

Introduction	3
1. Application and Selection Process	3
2. Building A Case For Emerging Community Designation	5
3. Overview of the Main Street Four-Point Approach®	6
4. Background of the New Mexico MainStreet Program	8
5. Three Phases of Local Partnership With NMMS	10
6. Requirements, Participation & Financing Expectations	13
7. Services for MainStreet Communities	17

## INTRODUCTION

During an announced period of enrollment, the Economic Development Department's MainStreet Program will accept applications from community stakeholders that wish to develop a local Emerging Community Program. This requires forming a local organization to implement the *MainStreet Four-Point Approach*®. Communities successfully completing the application and review process, and that are awarded the designation as an Emerging Community, will be eligible for New Mexico MainStreet services, professional/technical assistance and resources as outlined below.

This 2014 application serves as an initial self-assessment by the community stakeholders of their proposed downtown revitalization district. The application will be reviewed and ranked based on the answers to the questions for the community's "readiness" to invest in a local MainStreet program. The self-assessment will assist reviewers in assessing the community's roles and responsibilities in implementing the *MainStreet Four-Point Approach*® for downtown revitalization. Finally, the assessment is intended to serve as the initial road map for the first stage of developing the Emerging Community.

## 1. APPLICATION AND SELECTION PROCESS

There are only two openings for new communities this year, 2014. If the legislature appropriates additional operational funds to the Department for MainStreet, a new round of applications will occur in the following year.

### **Pre-Application Workshops:**

Three publicly announced workshops will be held in Tularosa July 22, Aztec July 24, and Santa Fe July 31, to introduce interested community stakeholders to the Main Street Four-Point Approach,® and to the application process. Those attending one of these workshops will receive *bonus points in the ranking* of community readiness by the review team.

### **Request for Application:**

The Application will be released in July 2014 and posted on the NMMS and Department's web site (<http://www.gonm.biz>).

**MainStreet Summer Network Leadership Meeting:**

The MainStreet Executive Directors and other leaders from the 27 existing MainStreet communities gather four times a year for training, capacity building, peer networking and skill development. Attendance is required of all MainStreet communities. If you have not yet attended a recent quarterly MainStreet Network Leadership meeting it is highly recommended that stakeholders from the applicant community attend the upcoming

**Summer Network Leadership Meeting in T or C, August 6-8**, to learn more about the work of MainStreet in local program affiliates and to begin building important relationships with the other leaders statewide. *Bonus points will be added in the ranking process of applicant communities in attendance.*

**Submission of Applications:**

**The Application is due to the Economic Development Department on September 29, 2014 no later than 2pm.** *It is highly recommended to either hand deliver or send by registered post to ensure delivery. The Department will not take responsibility for lost or late applications.*

**Application Review and Assessment:**

A review committee of MainStreet professional staff representing each of the MainStreet Four-Points will select semi-finalist candidates.

The semi-finalists will be contacted by NMMS staff to arrange a “readiness,” on site, one-day visit to the candidate community in October.

The readiness team will:

- Evaluate support by the community, property and business owners within the proposed district, support from partnering organizations (chambers, civic and religious organizations, schools and other stakeholders) elected leadership, other city officials.
- Explore the physical attributes, character and assets of the proposed district.
- Meet with the group, which drafted the application to hear an oral presentation and review their intent and commitment to the MainStreet Four-Point Approach.

*The candidate community is responsible for setting up meetings and tours for the review team.*

**Selection of Emerging Communities**

After visiting all of the finalist communities, the MainStreet review team will make its recommendations to the Cabinet Secretary for designation of two Emerging Communities. **The Department will make an official announcement of selections in November of 2014.**

## **2. BUILDING A CASE FOR EMERGING COMMUNITY DESIGNATION**

You need to **develop a stakeholder group for your proposed district** to fill out the application. A group of 5 to 7 representatives from your downtown commercial district is sufficient. A stakeholder would be property and/or business owners from within the proposed district, civic and community leaders, or public officials. Members of this stakeholder group often become the initial steering committee if the applicant is selected to be designated an Emerging Community.

Members of the stakeholder group should **attend one of the Four-Point Orientation Sessions**: July 22 – Tularosa, July 24 – Aztec, July 31 – Santa Fe. (More information and registration is posted on the MainStreet website, <http://www.nmmainstreet.org>).

**MainStreet professional staff members are available to your stakeholder group** throughout the process to answer questions and provide guidance with your application

After the Pre-Application workshops in July, **meet with business and property owners and discuss the benefits** of becoming a designated Emerging Community and working together to revitalize the district economy.

**Educate your elected officials on the benefits of MainStreet, and their role in this public/private economic development partnership.** They will need to be a party to the application and adopt a municipal resolution supporting the application for designation as an Emerging Community.

The MainStreet organization must be staffed with a full-time paid Executive Director in order to be Nationally Accredited. The Executive Director is ideally a skilled professional in community economic development. They support the work of the board and its volunteers.

Local government must support downtown revitalization and the Main Street Approach both philosophically and financially. The private sector must also embrace the Main Street Approach and give ideas, time, expertise, and resources to make a downtown revitalization program successful. MainStreet is a public-private economic development partnership program engaging the municipality, the local downtown stakeholder group organized as a non-profit board, downtown businesses, and the New Mexico MainStreet Program (NMMS) of the Economic Development Department (EDD).

The municipality contracts with the local MainStreet organization to do economic development work within the Main Street District. By initially utilizing the **Local Economic Development Act (LEDA)** through its Metropolitan Development section, the municipality is able to annually assist in the finance of the operations of the local MainStreet organization through a services contract.

Additionally, some MainStreet organizations receive financial assistance through a portion of funding from **Lodgers Taxes** dedicated to community events in the MainStreet District. The MainStreet district benefits from the adoption of a **Metropolitan Redevelopment Area (MRA)** and its companion finance vehicle a **Tax Increment Finance District (TIF)** or a **Tax Increment Development District (TIDD)**, which assists the municipality in coordination with the MainStreet organization in the implementation of re-development, infrastructure and capital improvement projects within the district. For substantially economically healthy districts a **Business Improvement District (BID)** may also be considered by property owners.

Main Street revitalization is a long-term, ongoing activity. In order to return the commercial district to a thriving state and to keep it healthy and vital, communities must continue to address the changing needs and issues of the commercial district through and active Main Street organization. Many New Mexico MainStreet programs have been active for ten years or more.

The National Main Street Center, Inc. (NMSC), a subsidiary of the National Trust for Historic Preservation, oversees all state and local Main Street organizations in the country. The NMSC establishes guidelines, standards, and principles for operations and provides a variety of revitalization resources for state and local revitalization efforts. "Main Street," utilized in the context of downtown revitalization, is a registered trademark name of the National Trust for Historic Preservation. Only those communities

affiliated through the New Mexico MainStreet Program, as the licensed and accredited state program by the National Main Street Center, may use the name.

#### **4. BACKGROUND OF THE NEW MEXICO MAINSTREET PROGRAM**

New Mexico MainStreet Program is a National Main Street Center licensed and accredited community economic development program of the State of New Mexico's Economic Development Department. The mission of NMMS is to foster economic development in the state by supporting local MainStreet revitalization organizations and their work in downtowns and connectivity to adjacent neighborhoods.

New Mexico MainStreet provides resources, education, training and services that preserve and enhance the built environment, improve the quality of the business environment, preserve the local culture and heritage as a unique asset of the community, and stimulate the economic vitality of each participating community. Each MainStreet community is dedicated to sustaining and creating jobs and new businesses within the MainStreet District.

As funding is available from the state legislature, the Economic Development Department's MainStreet Program works with local organizations that wish to implement the Main Street Four-Point Approach® locally and to receive the benefits and assistance provided by New Mexico MainStreet. New Mexico MainStreet provides only technical assistance, training, and advice to local revitalization organizations through its team of state staff and contracted professionals. No operational funding is associated with this program. *Local organizations must raise their own funds for operation of their MainStreet revitalization organization and for downtown projects and improvements.*

To be considered an official, authorized Main Street organization by the National Main Street Center, communities must be designated by the New Mexico MainStreet Program. Communities and organizations that are not formally affiliated as an Emerging, Start-Up, Partnership, Sustaining or State Certified New Mexico MainStreet organization may not use the title of "Main Street" or claim to be a Main Street organization at any time. The National Main Street Center vigorously defends its trademark and will pursue unauthorized use of the Main Street trademark through legal means.

The New Mexico MainStreet Program currently administers four different community economic development partnership programs. There are various ways in which a community may participate each program having its own eligibility criteria and performance expectations.

1. New Mexico MainStreet
2. The New Mexico Arts and Cultural District Program (Legislation adopted 2007)  
*administered through Department of Cultural Affairs*
3. The Frontier Communities Initiative (Legislation adopted 2013)
  - o For community development projects in communities with less than 7,500 in population
  - o Develops one catalytic economic development project over a year period
4. The Historic Movie House Theatres Initiative (Adopted by NMMS as a Cabinet Secretary Initiative in 2013)

For more information on New Mexico MainStreet visit:

The MainStreet home page at the Economic Development Department: [www.goNM.biz](http://www.goNM.biz)

The New Mexico MainStreet Inter-Organizational website: [www.nmmainstreet.org](http://www.nmmainstreet.org)

The National Trust Main Street Center website at: [www.mainstreet.org](http://www.mainstreet.org)

### **PARTNERSHIP VISION 2013**

New Mexico MainStreet works closely with three other statewide partnering organizations as “the MainStreet Partnership” sharing a common vision; The Friends of New Mexico MainStreet, Inc., The New Mexico Resiliency Alliance, and the New Mexico Coalition of MainStreet Communities.

The New Mexico MainStreet Partnership, remains strongly committed to the Main Street Four-Point Approach® as its guiding framework. Together, our Partnership works in a strong, inclusive, proactive, and collaborative manner to achieve the goals of preserving, empowering, investing in, and revitalizing New Mexico’s MainStreet Districts, Arts and Cultural districts and Frontier Community Initiatives.

*MainStreet in New Mexico is a highly visible, respected, credible grassroots community economic development program that is recognized for its ability to support local initiatives to restore economic vitality and growth to the state’s town centers while preserving local cultural and historic resources. The program is recognized for its ability to foster a sense of community pride, improve quality of life, encourage the growth of small businesses and local employment, and preserve the communities’ heritage. Working together, the Partnership will continue to successfully advocate for and secure funding from public and private sources, thereby ensuring sustainability of our state and local MainStreet programs. The MainStreet Partnership is the driving force of a premier movement that brings renewed life to New Mexico’s communities.*

## **5. THREE PHASES OF LOCAL PARTNERSHIP WITH NMMS**

In New Mexico, local MainStreet organizations participate in the New Mexico MainStreet program at three different levels or phases: the Emerging Community Phase, the MainStreet Start-Up Phase, and the State Certified MainStreet Program. The phases are based on organizational capacity-building benchmarks to be completed in sequence. NMMS provides different types of services and benefits to local MainStreet organizations according to their specific phase of participation within the state MainStreet network. The services and benefits that are provided by NMMS to local organizations during each phase are described below.

All of these services are provided with the goal of incrementally building a local MainStreet organization that will to continue to operate and sustain an organizationally healthy local MainStreet program.

### **A. Phase One - Emerging Community Organization**

The “Emerging” level is a local organization’s gateway to accessing New Mexico MainStreet’s technical assistance and training. During the Emerging phase, New Mexico MainStreet works with designated Emerging local organizations to begin the local revitalization effort and to build a solid organizational foundation for a long-term MainStreet revitalization effort. All Emerging MainStreet services are provided within a 12-18 month period. During the Emerging phase, NMMS works with participating local organizations to:

- Create a MainStreet non-profit corporation and operating bylaws;
- Work with the Steering Committee to structure a board of directors and Four-Point task groups;
- Develop an overall vision for the future of downtown;
- Train local volunteers in the Main Street Four-Point Approach® and how to implement projects, activities and events;
- Create goals and objectives for the organization;
- Identify and develop implementation plans for 2 to 3 small projects in each of MainStreet’s Four Points;
- Participate in the state and national network of trainings, resources and workshops for Main Street leaders; and
- Facilitate downtown economic analyses conducted by New Mexico MainStreet professional staff.

At the end of the Emerging phase, New Mexico MainStreet evaluates the local organization to review progress and determine if the local organization is ready to advance to the “Start-Up MainStreet” Phase. In order to advance, the local organization must meet a series of 15 organizational benchmarks (see Appendix) – including maintaining enough operational money to hire a paid MainStreet Executive Director.

If the organization does not meet the benchmarks within 12-18 months, NMMS may, at its discretion, give the local organization additional time to meet those benchmarks. The goal is to have every Emerging Organization advance to the Start-Up MainStreet Phase. However, if the organization fails to meet all 15 benchmarks by the end of 24 months, New Mexico MainStreet may choose to end the Emerging community affiliation.

## **B. Phase Two - Start-Up MainStreet Community Program**

The MainStreet Start-Up phase is an approximate two-year period in which the local MainStreet organization continues to grow and to build its base of support, and to take on increasingly complex revitalization projects. It also employs a full-time paid Executive Director to help manage and implement MainStreet locally.

During the Start-Up MainStreet Community Phase, New Mexico MainStreet continues to support the local MainStreet organization, but the type of technical assistance it provides evolves from organization to project implementation. NMMS services to Start-Up organizations shift from focusing on building the organization to advising the organization on specific revitalization projects, longer-term planning, and continuing to build the skills of local staff and volunteers through training services. Local Four-Point task groups must be established to access the NMMS services and resources listed below.

- Development of a downtown master plan to identify priority infrastructure and capital improvement projects, economic, financial and regulatory support for the MainStreet district, utilizing a comprehensive design *charrette* planning exercise to identify potential physical changes to the Main Street district
- Entrepreneurial development;
- Strategic marketing and promotion assistance;
- Additional organizational guidance, including fund-raising and grant-writing;
- Annual evaluation; and
- Statewide and local NMMS intermediate and advanced training sessions and workshops.

Additionally, local Start-Up MainStreet organizations become eligible to apply for MainStreet Capital Outlay funds, as funds are made available by the state legislature and other sources of state and foundation economic development funding. During the Start-Up MainStreet phase those funds are usually dedicated to a downtown Master Plan.

Because of the “anti-donation clause” of the state constitution, which restricts state grants to private enterprise, the local MainStreet organization applies in partnership with the municipality to receive capital outlay funds for a specific project. Applications are competitive. The community must adopt a downtown master plan that establishes priority economic revitalization projects for the MainStreet district, in order to be eligible to apply for “bricks & mortar” capital outlay and infrastructure project funding.

### **C. Phase Three – State Certified, Sustaining, and Partnership Local MainStreet Programs**

Once a community “graduates” from the Start-Up MainStreet Community phase and demonstrates that it has the ability to operate as a long-term sustainable organization, it is designated as a **“State Certified MainStreet Program”** by New Mexico MainStreet. During this time, the organization typically requires much less assistance from New Mexico MainStreet, but the state program continues to provide advice and guidance to the local organization. In the State Certified MainStreet phase, New Mexico MainStreet provides:

- On-site consulting and training services as requested;
- Specialized resources and services tailored to mature programs including several design initiatives
- Advice and technical assistance on specific projects as needed;
- Consultation on operational issues as needed;
- Organizational planning;
- Annual program evaluation; and
- Continued statewide and local training for local staff and volunteers.

Certified MainStreet organizations in “good standing” continue to be eligible to apply for MainStreet Capital Outlay in partnership with their municipality.

In addition to these consulting services, as funds are available, New Mexico MainStreet provides all local affiliate organizations with membership in the National Main Street Network (currently priced at \$325). National network membership provides the local organization with a variety of informational resources from the National Main Street Center. NMMS also provides a scholarship to cover “basic” registration (\$355) for each organization’s Executive Director to attend the annual National Main Street Conference. Programs achieving National Accreditation in the immediate year prior to a National Main Street Conference will receive a second base registration for a board member or elected official of that community.

A local **“Sustaining MainStreet Program”** is one housed in either local government or within a Chamber or local Community Development Corporation or Economic Development Organization. That organization or governmental body is responsible for the full operations of the local Main Street program. The host organization must fund a MainStreet Executive Director at a paid minimum of 30 hours per week dedicated exclusively to MainStreet work. A Sustaining MainStreet Program qualifies for “National Accreditation only if its Executive Director is dedicating 40 hours of paid work weekly to MainStreet work. A MainStreet Coordinating Council shall be created representing downtown stakeholders to oversee the MainStreet work of the Executive Director and establish Four-Point committees or task groups.

A ***“MainStreet Partnership Program”*** is a local organization unable to; a.) sustain an adequate annual operating budget, b.) sustain an Executive Director at a minimum of 30 paid hours per week, c.) sustain economic revitalization projects annually in all Four-Points of the MainStreet Approach. However, having graduated out of the “Start-Up MainStreet Program designation, the organization wishes to participate in the MainStreet network, participate in all of the trainings and workshops and benefit from the NMMS communications network and professional technical assistance. Staff of NMMS will set an annual course of action and a reasonable work plan with the board based on its current limited organizational capacity. NMMS will also tailor its resources accordingly. Partnership Programs are expected to meet annual standards of economic development performance, compliance and reporting.

## **6. REQUIREMENTS, PARTICIPATION & FINANCING EXPECTATIONS**

New Mexico MainStreet ***charges no fees to its affiliate programs*** for services, and technical assistance. Programs not designated MainStreet may be assessed a fee for attendance at trainings, workshops and conferences produced by NMMS. The New Mexico State Legislature funds the costs for technical assistance, services, and trainings. This is a substantial investment by the Economic Development Department and the State of New Mexico. As affiliate communities, the municipality and the local Main Street board is expected to financially match these investments for the operations of the local MainStreet economic development program.

From time-to-time an affiliate or group of affiliates may wish to develop a specialized module of trainings and may be required to share in the costs of those specialized services with NMMS.

New Mexico MainStreet’s estimated annual fair market value of these services and professional technical assistance in the Four-Points, if purchased directly by the community during the Emerging and Start-Up phases, is \$50,000 a year.

### **A. Letters of Agreement and Memorandum of Understanding**

**The Economic Development Department requires its local affiliates to execute a partnership agreement of the municipality and the organization with the Agency.** This can take the form of either an annual Letter of Agreement (LOA), or a biennial Memorandum of Understanding (MOU) defining mutual roles and responsibilities for this economic development partnership program. The LOA or MOU will include the following:

- Annual expectations of the municipality and the board at the affiliate's phase of participation (Emerging, Start-Up, Partnership, Sustaining, or State Certified).
- Guidelines and Requirements by the National Main Street Center for local affiliates.
- Good Standing standards.
- Minimum local funding levels.
- Minimum standards of participation by the organization, its leadership and staff.
- Mutually agreed upon specialized services tailored to the affiliate during the period of the LOA or MOU.
- Quarterly and Annual reporting requirements.

## **B. Annual Funding of Local Affiliate**

New Mexico MainStreet estimates that it will take affiliate non-profit organizations, depending on the size of the district to be served and the scope of revitalization and redevelopment activities, *between \$50,000 - \$90,000 in operational funds annually*. This is operational funding for the organization, not project funding.

To reach that level, NMMS expects the municipality (if it has not already done so) to adopt the Local Economic Development Act (LEDA), specifically the "metropolitan" development section to allow for an annual "services" contract with the local MainStreet organization to cover not less than half of the needed operational budget.

NMMS expects the local MainStreet board to assume fiduciary and financial responsibilities and match the contract dollars of the municipality to sustain an office, pay the salary of the Executive Director, and cover any reimbursable travel expenses of staff in the performance of their expected roles and training by NMMS or NTMSC. NMMS provides to its affiliates organizational capacity building and fund raising training as well as grant writing training to support activities and projects of the organization.

An **Emerging Community Organization** is expected within the first year of operations to secure at *minimum a \$15,000 services contract annually with the municipality* to establish the organization and assist in the first incremental projects within the Four-Points.

An Emerging Community will not graduate to the next phase of **Start-Up MainStreet Program** until it has secured from the municipality at minimum an annual services contract of not less than \$30,000 annually. The board will have to demonstrate it has raised sufficient matching funds to cover the full costs of operation of the organization including a full-time Executive Director, an operating office and travel for staff training as required by NMMS and NMSC.

Depending on the size of the District and the population of the community a **State Certified MainStreet program** should anticipate at minimum a **\$35,000 services contract** annually which the board will match in its fundraising efforts dollar for dollar.

Programs in **larger urban centers** (with community populations of more than 50,000), should establish the goal of an annual services contract with the municipality of, at minimum, \$60,000 per, year matched by the board through fund raising.

In the late Start-Up phase, and in conjunction with the development of your district Master Plan, *other project financing vehicles* should be explored and implemented such as an MRA/TIF, or TIDD district.

### **C. Participation in Required Workshops and Trainings**

The affiliate organization needs to include in their annual fundraising and budget funds set aside for travel, food and lodging for the Executive Director. Many MainStreet organizations raise funds to ensure the President and other volunteers can attend trainings and workshops as well. NMMS requires that the Executive Director complete a series of trainings as orientation to their leadership role and responsibilities in a Main Street program and staffing a non-profit organization. All Executive Directors are expected to attend the statewide MainStreet Quarterly workshops. The Fourth Quarterly is the annual (out of state) National Main Street Conference.

New Presidents of local MainStreet organizations will need to attend a MainStreet Four-Point orientation and MainStreet non-profit leadership workshop. Presidents are required to attend one of the four MainStreet Leadership Network workshops annually.

To enhance the skills, knowledge and community economic development careers of Executive Directors of local MainStreet affiliates, New Mexico MainStreet offers a "State Certified Executive Directors" track. Qualifications and eligibility for these programs may be found on the New Mexico MainStreet web site (<http://www.nmmainstreet.org>).

### **D. Completion of Required Reports - "Good Standing"**

The Economic Development Department's MainStreet program is required to report annually to the National Main Street Center and Quarterly to the Legislature and Administration on the performance of the program. Local affiliates are required to collect, maintain and report on performance in key areas of economic development within their district. These measures demonstrate the positive economic impact and effectiveness of public sector reinvestment into the district. Many of the local affiliates utilize the data in grant applications and in their reports to the municipality, funders and members.

The MainStreet organization agrees to submit Quarterly Reports to NMMS as established by the state legislature, tracking performance measures of each affiliated MainStreet organization. Reports will be submitted according to the following schedule:

- The *First Quarter* Report covering July 1<sup>st</sup> through September 30<sup>th</sup> is due **October 10<sup>th</sup>**;
- The *Second Quarter* Report covering October 1<sup>st</sup> through December 31<sup>st</sup> is due **December 10<sup>th</sup>**;
- The *Third Quarter* Report covering January 1<sup>st</sup> through March 31 is due **April 10<sup>th</sup>**; and
- The *Fourth Quarter* covering April 1<sup>st</sup> through June 30<sup>th</sup> and the Annual Report is due **June 10<sup>th</sup>**.

\*(Due dates prior to the actual end of each period are necessary to meet NMMS processing and publishing timeframe requirements.)

Local affiliates are required to report annually to New Mexico MainStreet on their corporate standing with the Secretary of the State's office, State Attorney General's Office and the Internal Revenue Service. A digital dashboard is maintained by NMMS for easy reporting and tracking of local compliance requirements. An annual survey of salaries and budgets is conducted by NMMS that all affiliates participate in.

### **New Mexico MainStreet Good Standing Standards**

A local MainStreet organization in "good standing" with the New Mexico MainStreet Program (NMMS) of the Economic Development Department demonstrates the following organizational practices:

1. Has a fully executed Memorandum of Understanding with the Economic Development Department;
2. Is in good standing with the New Mexico Secretary of State's office as a state corporation and current on its registration and reporting to the New Mexico Attorney General's Office, and its reporting to the United States Internal Revenue Service if the organization is a non-profit corporation (annual documents load on the digital dashboard);
3. Has Conflict of Interest, Records and Retention and Destruction, Whistle blower protection, Fiscal Controls/ Financial Management, Recusal Policies that has been signed by each member of the organization's Board of Directors;
4. Has a written annual action plan (or "work plan") adopted by the board of directors and reflecting projects and activities implemented by MainStreet's committees or task groups in each of the Four-Points of the *Main Street Four-Point Approach*®;
5. Has working committees or task groups in all Four-Points to implement the work plan.
6. Has an annual operating budget that reflects the funding needs of the organization's staff and office and an annual program budget for projects and activities;
7. Has, at minimum, professional managerial staff paid for not less than 30 hours per week and at a wage comparable to other community economic development professionals in the region (30 hours paid minimum to qualify annually as a "State Certified" community. Less than 30 hours per week and the organization is designated a "Partnership" community;
8. Has a MainStreet Executive Director who has attended *all three* locally produced NMMS Network Meetings (Winter and Summer and the annual Building Creative Communities Conference, in the past calendar year and is reimbursed for such training by the board;
9. Has a MainStreet Executive Director who has attended NMMS New Executive Director Orientation;
10. Has a Board President (or Chairperson) attends, at minimum, one NMMS Network Meeting per year, preferably the annual meeting;
11. Files in a timely manner the required quarterly NMMS progress reports with the Economic Development Department.

Local New Mexico MainStreet organizations not in “good standing” with NMMS for more than a year will be evaluated for their commitment to doing downtown revitalization through the *Main Street Four-Point Approach*® and may be assigned probationary status to address deficiencies in the local organization (See the biennial NMMS Memorandum of Understanding regarding the designation of probationary status). Additionally, local organizations not in good standing with NMMS for more than one year may be requested by the National Main Street Center, Inc. to cease using the trademarked “Main Street” name in their operations.

*If the NMMS Director determines that the local Project either does not meet its participation responsibilities as affiliated organizations, or does not follow the Main Street Four-Point Approach*®, NMMS may suspend services to the local Project. NMMS will work in good faith with the local Project to help it regain compliance within ninety (90) days of notification of suspension. *If the issues related to either participation responsibilities or adherence to the Main Street Four-Point Approach*® cannot be resolved within the 90-day period, the MOU will be canceled by the Economic Development Department through a letter of notification, among all parties. Upon cancellation of this MOU, NMMS will no longer provide services to the Project or the municipality. The disqualified municipality will no longer be eligible for MainStreet Capital Outlay funds or other sources of funding through NMMS/EDD.

## **7. SERVICES FOR MAINSTREET COMMUNITIES**

NMMS provides the following information, networking, education, professional technical assistance and services to designated New Mexico MainStreet Communities in good standing.

### **A. MainStreet Trainings, Institutes, Workshops, and Conferences**

**Leadership Orientation:** NMMS will provide leadership orientation for MainStreet Executive Directors, Presidents and board members and volunteers on coordinating, managing, guiding and building capacity, resiliency and sustainability of the MainStreet non-profit organization.

**Organization Orientation:** NMMS provides basic orientation to the Main Street Four-Point Approach® for new board and committee members, MainStreet leaders, staff and other interested members of the community.

**Board Development:** At the request of the local organization, NMMS provides the board with facilitation services and/or training in roles and responsibilities, fund raising, membership development, an annual retreat or a strategic planning session, or a visioning session or work plan development.

**Committee and Task Force Development:** At the request of the chair, NMMS provides an orientation session for committees and task forces, including roles and responsibilities and work plan development.

**Network Meetings:** Three times per year, NMMS will provide Leadership Network Meetings with educational sessions and networking events. The Executive Director is required to attend the Network meetings on behalf of the board. The board is expected to budget adequately for travel, food, and lodging for the Executive Director's expenses. Of the three Leadership Network Meetings, one is the annual fall inter-agency, statewide conference: *Building Creative Communities*.

**National Main Streets Conference:** Annually, NMMS provides the cost of one (1) base registration fee (\$355.00) to help each local New Mexico MainStreet Executive Director to attend the National Main Streets Conference sponsored by the National Main Street Center, Inc.

**Capacity Building Institutes:** Annually, NMMS will provide intermediate level workshops in several of the areas of Main Street's Four-Points (Organization, Promotion, Economic Positioning and Design), Workshops will be provided for Presidents, Board members, Committee Chairs, committee members, Executive Directors and other organization leaders. In addition, New Mexico MainStreet provides training in Grant Writing and Non-Profit Fundraising for local MainStreet leaders.

**Workshops and Conferences:** Annually, NMMS will identify opportunities for advanced trainings in a particular area of the Four-Point Approach® to strengthen and build skills for organizational and municipal leaders and partnering organizations. The NM inter-agency *Building Creative Communities Conference* or the National Main Streets Conference are two very good examples of advanced training.

## **B. Technical Assistance Services**

**Technical Assistance Services:** Through its staff or contractors, NMMS will provide technical assistance in a variety of subject areas relevant to the *Main Street Four-Point Approach®* and other commercial district revitalization and management topics. Each local Project may request on-site, email, and telephone consultation(s) from NMMS. Consultation includes, but is not limited to, the following topic areas:

- a) **Organization** – Organizational development consultants provide facilitation in strategic planning, visioning and mission statements, work plan development, fundraising, leadership and volunteer development, succession planning, non-profit management, committee training, staff training, and program continuous quality improvement.
- b) **Marketing and Promotion** – Graphic design and marketing specialists offer assistance with image development and branding, marketing strategies, logo

design, promotional and collateral materials development, events planning, visual merchandising, media relationships, and publicity and advertising.

- c) **Economic Positioning** – Economists and business development specialists provide technical assistance and training in market analysis, business strengthening and business recruitment; real estate development; economic development incentives, revitalization financing tools, and financing; and monitoring program progress and impacts.
- d) **Building Design** – Architects and Planners provide conceptual design services for façade improvements, floor plans, parking, landscape, place-making, signage and interior improvements. Each local program is eligible to receive architecture services for two design projects per year.
- e) **Specialized, local volunteer-driven, on site design intensives** are offered by the NMMS Design Team to an affiliate organization on a one time basis and through application in the following areas; MainStreet Interiors, MainStreet Facade Squad, MainStreet *Placemaking* (see the NMMS web site for further information on these initiatives).
- f) **Planning and Historic Preservation** – Planners and design professionals provide assistance in identifying personality of place “*placemaking*,” historic preservation, community-based planning processes, streetscape design, vehicular and pedestrian circulation enhancements, parks, way-finding design, district master planning, revitalization plans, cultural plans, metropolitan redevelopment plans, strategic planning, and zoning.
- g) **Information and Networking**: Through regular email, list serves, mailings, web sites and meetings, NMMS provides timely notice on grant and partnership opportunities, guidance on innovative revitalization tools and techniques, and help with addressing the multiple challenges that arise during the day-to-day course of each local organization’s MainStreet efforts.

**Service Requests:** To receive the above State Program services, a designated community must file a *Service Request Form* with the NMMS Director. Upon receiving the request, the Director will assign the appropriate NMMS Program Associate(s) to contact the local Project Executive Director and Committee Chair for clarifying the design of the service and following through with a site visit and/or other communications per year. Up to two on-site consultations in each of the Four-Point areas is available to local affiliates in good standing.

## C. Resources

1. **Orientation and Training Materials:** NMMS provides local programs with a variety of downloadable materials to help train boards of directors and committees in the comprehensive Main Street Four-Point Approach® to revitalization. (See [www.nmmainstreet.com](http://www.nmmainstreet.com))

2. **National Main Street Network Membership:** The state program pays each local organization's annual network fee (\$250.00 annually for programs in "good standing" with NMMS) to the National Main Street Center. Membership benefits include the monthly *Main Street News*, discounted conference and workshop registration fees, access to members-only informational resources on the NMSC website, and member rates on publications.
3. **Special Group Services:** By application, the Friends of New Mexico MainStreet and the MainStreet Resiliency Alliance provide support to organizations in "Good Standing" (see below for criteria) for local MainStreet managers' training needs and assistance to local programs' fundraising efforts.
4. **Marketing:** New Mexico MainStreet Program through the Economic Development Department provides marketing of the State Program and its services through its website [www.goNM.biz](http://www.goNM.biz). New Mexico MainStreet also markets local initiatives through its website, on its facebook page, e-newsletter and through other social media.
5. **Certification Program for Executive Directors:** For Executive Directors seeking to develop a professional career path within MainStreet may apply to enter a state certification program. Upon successful completion of the basic Leadership Orientation (Executive Director Orientation), Four-Point basic training in each Point, grant writing training, and fundraising training, Executive Directors may apply for state certification.
6. **Annual Accreditation as a National Main Street Program by the National Main Street Center, Inc:** The local Project organization, in partnership with the municipality, must be in good standing with NMMS and meet the Ten Standards of Accreditation of the National Main Street Center. Eligibility of the local organization for the National recognition is through an assessment survey tool and reviewed and approved by NMMS. The National Main Street Center describes local Projects' expected standards of performance in detail (see the NMSC website, [www.mainstreet.org](http://www.mainstreet.org)).

### **National Main Street Center Accreditation Standards**

- Has broad-based community support for the commercial district revitalization process, with strong support from both the public and private sectors.
- Has developed vision and mission statements relevant to community conditions and to the local Main Street program's organizational stage.
- Has a comprehensive Main Street work plan with goals and activities addressing four program areas – organization, promotion, design and economic positioning.
- Possesses and demonstrates an historic preservation ethic.
- Has an active board of directors and committees reflecting the Four-Points.
- Has an adequate operating budget.
- Has a paid professional Executive Director.
- Conducts a program of ongoing training for staff and volunteers.

- Reports key statistics to the state program.
- Maintains current membership in the National Trust Main Street Center.

**7. MainStreet Capital Outlay Program:** NMMS Start-up, Sustaining, Partnership and State Certified Communities in good standing with NMMS are eligible to apply for physical infrastructure and planning grant funds from the MainStreet Capital Outlay fund, as funds are available through the State Legislature or other sources of funding made available through the Economic Development Department or partnering foundations. The Economic Development Department works with the State Legislature and Governor to appropriate Capital Outlay for other MainStreet Programs including the Arts and Cultural Districts, Frontier Communities Initiative, and the Historic Movie Theatres of New Mexico Initiative.

*Rvsd. June 2014*



## Attachment

A TRACT OF LAND IN THE N1/2 SW1/4 NW1/4 NW1/4 OF SECTION 17, T16S, R10E, NMPM, DESCRIBED BY METES AND BOUNDS A FOLLOWS:

STARTING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 17 AND GOING N00°06'26"E ALONG THE WEST LINE OF SAID SECTION 17 A DISTANCE OF 331.03 FEET; THENCE N89°59'39"E A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE N00°06'26"E A DISTANCE OF 331.03 FEET; THENCE N89°59'53"E A DISTANCE OF 634.05 FEET; THENCE S00°02'43"W A DISTANCE OF 330.98 FEET; THENCE S89°59'38"W A DISTANCE OF 634.41 FEET TO THE SAID PLACE OF BEGINNING, AND CONTAINING 4.819 ACRES, MORE OR LESS.



# City of Alamogordo

Community Development • 1376 E. Ninth Street • Alamogordo, New Mexico 88310-5938 • (575)439-4220 FAX (575)439-4343  
srael@ci.alamogordo.nm.us msouth@ci.alamogordo.nm.us

PF-011-3705-312.11-06

CASE: S-2014-0007 (A)  
Fee: \$ 150.00 + (2x10.00) = \$160.00

DATE: JUN 05 2014  
Receipt No. 117499

## SUBDIVISION - SUMMARY PROCEDURE - APPLICATION (PLEASE TYPE OR PRINT)

1. Subdivision Name (NOTE IF REPLAT) RIDGE VIEW, ALAMOGORDO, OTERO COUNTY, NEW MEXICO
2. For Consideration of the (CHECK ONE):  Preliminary Plat  Final Plat  Combined Approval
3. Subject subdivision is located within the (CHECK ONE):  In City  Extra-Territorial
4. Platted Area of Subdivision:
 

Gross Acres	<u>4.819</u>
Residential Acres	<u>0</u>
School Acres	<u>0</u>
Commercial Acres	<u>4.819</u>
Streets & Alleys	<u>0</u>
Public Land Acres	<u>0</u>
Number of Lots	<u>2</u>
5. Request and/or explanation of special circumstances or variances: N/A, simple two lot summary subdivision. The owner is dividing their 4.819 acre tract into a 0.500 acre lot and a 4.319 acre lot. The owner is concurrently applying for the 4.319 acre lot to be rezoned from C-3 to MH-2.
6. The requirement for Public Hearing [Section 3-20-7(D), NMSA 1978 (1985 Repl.)] on subject subdivision is hereby waived per the request of the applicant:  Yes  No
7. The time requirement for action [Section 3-20-7(E), NMSA 1978 (1985 Repl.)] by the City Commission is hereby waived per the request of the applicant:  Yes  No
8. The legal description of the total area in subject plat is as shown on Deed Book \_\_\_\_\_, Page(s) \_\_\_\_\_, filed on the \_\_\_ day of \_\_\_\_\_, ATTACH COPY OF METES AND BOUNDS DESCRIPTION.

Owner(s) The Estate of Aubrey Lee Daugherty, deceased by Christine A. Hobson, Successor Personal of Record Representative and The Estate of Thomas E. Marable, Sr., deceased by Christine A. Hobson, Personal Representative

Name

7 JJ Court, La Luz, NM 88337

575-921-1731

Address

Phone

Contract

Option By

Name

Address

Phone

Owner's Alamotero Land Surveys, P.C. 1101 N. Florida Avenue, Alamogordo, NM 88310 575-437-7074

Engineer/Surveyor

Name

Address

Phone

Owner(s) *Christine A. Hobson* 7 JJ COURT LA LUZ, NM 88337 921-1731 (575)

SIGNATURE

GENERAL INFORMATION FORM

CITY OF ALAMOGORDO  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 GENERAL INFORMATION FOR LAND USE REVIEW  
 1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310  
 575/439-4220 FAX: 575/439-4343  
[MSOUTH@CI.ALAMOGORDO.NM.US](mailto:MSOUTH@CI.ALAMOGORDO.NM.US)  
[SRAEL@CI.ALAMOGORDO.NM.US](mailto:SRAEL@CI.ALAMOGORDO.NM.US)



Case #: 5-2014-0007 (A) Date Received: 6-5-14  
 Property address (or location if no address): 2118 N. Florida Avenue, Alamogordo,  
Otero County, New Mexico

Legal description of property: See Attached

Property ID or Property Code from real estate tax bill: 01-00172  
 Map Code or Universal Property Code from real estate tax bill: 01N-4-056-093-034-082

**APPLICANT/PROFESSIONAL REPRESENTATIVE INFORMATION:**

Applicant's Name /Organization: Branden Langley of Alamotero Land Surveys, P.C.  
 Applicant's Address: 1101 N. Florida Avenue  
 Applicant's City, State, Zip: Alamogordo, NM 88310  
 Applicant's phone: Work 575-437-7074 ; Home/Cell: \_\_\_\_\_ ; Fax: 575-437-7075  
 Applicant's E-mail: blangley@tularosa.net

What is the relationship of the applicant for zoning relief to the property owner?

<input type="checkbox"/> same	<input type="checkbox"/> beneficiary of trust	<input type="checkbox"/> lessee	<input type="checkbox"/> architect, engineer or surveyor of property owner
<input type="checkbox"/> co-owner	<input type="checkbox"/> officer of corporation	<input type="checkbox"/> potential lessee	<input type="checkbox"/> real estate agent of property owner
<input type="checkbox"/> trust officer	<input type="checkbox"/> contract purchaser	<input type="checkbox"/> attorney of property owner	<input type="checkbox"/> other: _____

**PROPERTY OWNER INFORMATION:**

Owner's Name/Organization: Christine A. Hobson, Successor Personal Representative of  
the Estate of Aubrey Lee Daugherty, deceased and Christine A. Hobson, Personal  
Representative of the Estate of Thomas E. Marable, Sr., deceased  
 Owner's Address: 7 JJ Court  
 Owner's City, State, Zip: La Luz, NM 88337  
 Owner's phone: Work \_\_\_\_\_ ; Home/Cell: 575-921-1731 ; Fax: \_\_\_\_\_  
 Owner's E-mail: \_\_\_\_\_

- You will need to provide proof of ownership and standing, such as a title insurance policy or deed or lease, linking the applicant to the owner and the owner to the property.
- If the applicant is not the property owner, we require a consent statement from the property owner.



PROPERTY OWNERSHIP DATA/ AFFIDAVIT

CITY OF ALAMOGORDO  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 PROPERTY OWNERSHIP DATA  
 1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310  
 575/439-4220 Fax: 575/439-4343  
MSOUTH@CI.ALAMOGORDO.NM.US  
SRAEL@CI.ALAMOGORDO.NM.US



Case #: 5-2014-0007 (A)

Date Received: 6-5-14

The Alamogordo Municipal Code allows real property owners or their agents to apply for authorization for certain activities that require an extraordinary approval. This form is a self-certification that the applicant has standing to apply for the following specific applications. Please, reference the Municipal Code section numbers indicated for further information regarding the type of extraordinary approval.

1. Zoning Amendment (§29-01-020) - The owners of a tract of land or the agent of the owners may petition for an amendment to the zoning map or text.
2. Variances (§29-01-070) - The owners of a majority of a tract of land or the agent of these owners may petition for a variance to the requirements of Municipal Code, Chapter 29, Zoning.
3. Special event permit (§29-01-090) - All owners of a subject property must sign an application for the temporary location of a land use at a location otherwise prohibited by Municipal Code, Chapter 29, Zoning.
4. Special land use permit (§29-05-040) - The owners of a tract of land or the agent of the owners may petition for authorization to locate any of the buildings or uses listed in §29-05-040 in a district from which they are otherwise prohibited.
5. Annexation (§2-07-010) - The owners of the majority of an area considered for annexation must sign an annexation petition.
6. Special permit for temporary structures (§8-01-170) - The owners of a tract of land or the agent of the owners may petition for a special permit for certain temporary structures.

Please, check the boxes that apply.

<input type="checkbox"/> Title is held in one person's name.	<input type="checkbox"/> Title is held by one or more persons.	<input type="checkbox"/> Title is held by a married person as a separate property.	<input type="checkbox"/> Title is held by married persons in common or jointly.
<input checked="" type="checkbox"/> Title is held by two Estates.	<input type="checkbox"/> Title is held by a partnership.	<input type="checkbox"/> Title is held by some other type of business entity, described as follows _____ _____ _____	
<input type="checkbox"/> Title is held by another party. I am the agent of that party. I have provided an acknowledged power of attorney from the owner.			

Property address (or location if no address): 2118 N. Florida Avenue, Alamogordo, New Mexico

Property ID or Property Code from real estate tax bill: 01-00172

Map Code or Universal Property Code from real estate tax bill: 01N-4-056-093-034-082

PROPERTY OWNERSHIP DATA/ AFFIDAVIT

CERTIFICATION

Legal description of property: (Use an attached sheet if needed and check, **X See Attachment.**)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I certify that I am the owner of the above legally described property.

Owner's Signature:	<i>Christine A. Hobson</i>	<i>Christine A. Hobson</i>	
Owner's Name (print):	The Estate of Aubrey Lee Daugherty, deceased	The Estate of Thomas E. Marable, Sr., deceased	
Date:	6/5/14	6/5/14	

**OWNERSHIP BY INDIVIDUAL(S)**

State of New Mexico )  
 ) ss.  
 County of Otero )

The foregoing document was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by (Owner/s) \_\_\_\_\_,

who stated that the information contained therein is true and correct to the best of the Owner's knowledge.

My commission Expires:

Notary Public:

*Estate*

**OWNERSHIP BY CORPORATION**

State of New Mexico )  
 ) ss.  
 County of Otero )

The foregoing document was subscribed and sworn to before me this 5 day of June 2014, by

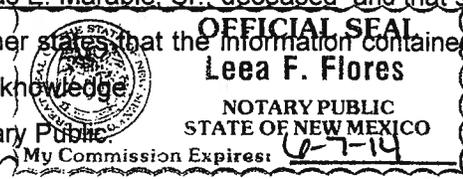
Christine A. Hobson, Successor Personal Representative of the Estate of Aubrey Lee Daugherty, deceased and

Christine A. Hobson, Personal Representative of the Estate of Thomas E. Marable, Sr., deceased and that s/he

is authorized to sign this document on Owner's behalf and who further states that the information contained in

My commission Expires:

Notary Public:

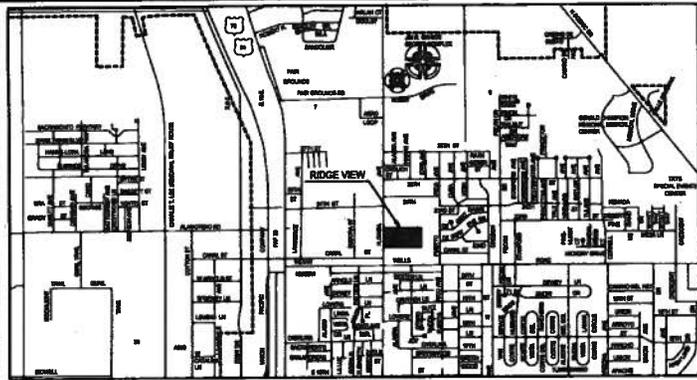


June 7, 2014

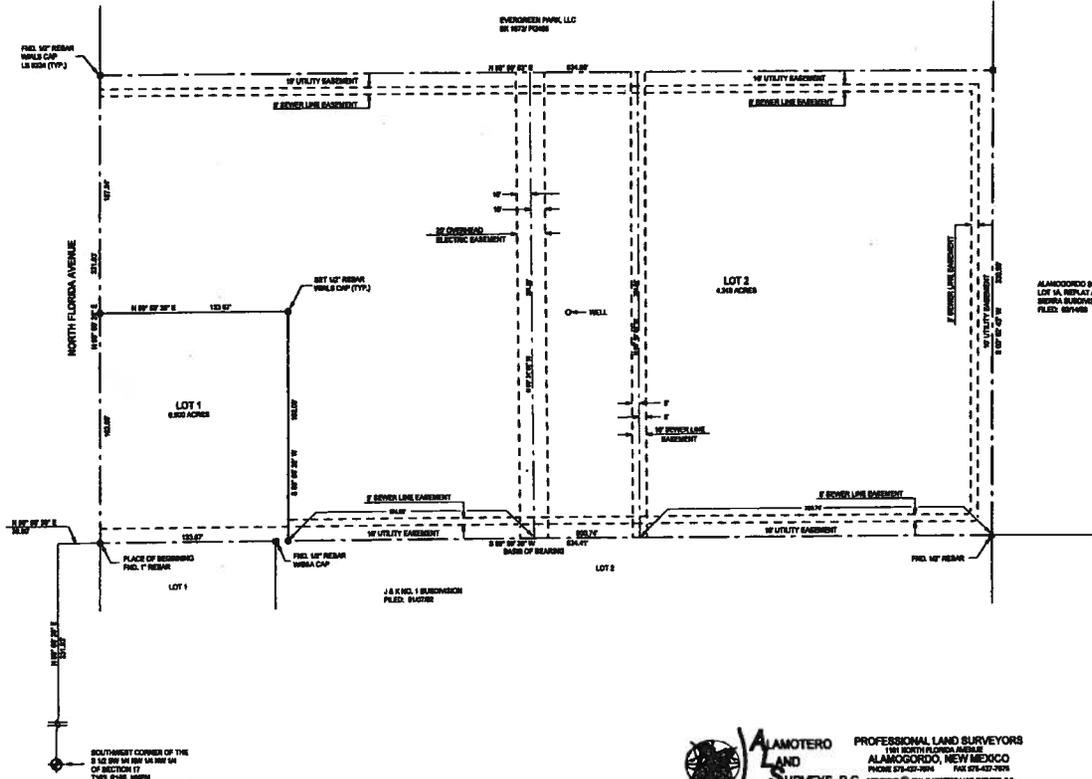
*Leea F. Flores*

- ☞ You will need to provide proof of ownership and standing, such as a title insurance policy or deed or lease, linking the applicant to the owner and the owner to the property.
- ☞ If the applicant is not the property owner, we require a consent statement from the property owner.

# RIDGE VIEW ALAMOGORDO OTERO COUNTY, NEW MEXICO



LOCATION MAP  
NOT TO SCALE



DEDICATION  
STATE OF NEW MEXICO  
COUNTY OF OTERO

KNOW ALL MEN BY THESE PRESENTS THAT THE ESTATE OF ALMEREY LEE CHAMBERLY, DECEASED AND THE ESTATE OF THOMAS E. SPARABLE, JR., DECEASED ARE THE OWNERS AND PROPRIETORS OF A TRACT OF LAND IN THE 1416 BLOCK NORTH NINTH OF SECTION 17, T14N, R10E, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

STARTING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 17 AND GOING NORTHERLY ALONG THE WEST LINE OF SAID SECTION 17 A DISTANCE OF 20.18 FEET, THENCE SOUTHWEST A DISTANCE OF 84.91 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, THENCE NORTHERLY A DISTANCE OF 29.10 FEET, THENCE WESTERLY A DISTANCE OF 68.81 FEET, THENCE SOUTHWEST A DISTANCE OF 68.81 FEET, THENCE SOUTHWEST A DISTANCE OF 68.81 FEET TO THE SAND PLACE OF BEGINNING, AND CONTAINING 4.30 ACRES, MORE OR LESS.

SAID OWNERS DO HEREBY CHUSE SAID TRACT TO BE SUBDIVIDED, AS SHOWN HEREON, ON THIS PLAT AND DO HEREBY CHUSE A REDEVELOPMENT OF ALL STREETS, ALLEYS AND EASEMENTS WITHIN AND ADJACENT TO THE DESCRIBED SUBDIVISION IN ALL RESPECTS, AS SHOWN HEREON.

IN WITNESS WHEREOF THE OWNERS PERSONAL REPRESENTATIVE HAS SET HER HAND AND SEAL ON THE 5 DAY OF JUNE, 2014.

THE ESTATE OF ALMEREY LEE CHAMBERLY, DECEASED  
*Christine Chamberly*  
OF OTERO COUNTY, NEW MEXICO, PERSONAL REPRESENTATIVE

THE ESTATE OF THOMAS E. SPARABLE, JR., DECEASED  
*Christine Chamberly*  
OF OTERO COUNTY, NEW MEXICO, PERSONAL REPRESENTATIVE

ACKNOWLEDGMENT  
STATE OF NEW MEXICO  
COUNTY OF OTERO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 5 DAY OF JUNE, 2014 BY CHRISTINE A. CHAMBERLY, SUCCESSION PERSONAL REPRESENTATIVE OF THE ESTATE OF ALMEREY LEE CHAMBERLY, DECEASED AND CHRISTINE A. SPARABLE, JR., SUCCESSION PERSONAL REPRESENTATIVE OF THE ESTATE OF THOMAS E. SPARABLE, JR., DECEASED.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE.  
BY COMMISSIONER OF PUBLIC AFFAIRS *Christine Chamberly*  
ACCEPTANCE OF THE CITY OF ALAMOGORDO  
THIS INSTRUMENT PLAT OF "RIDGE VIEW", ALAMOGORDO, OTERO COUNTY, NEW MEXICO IS ON THE 5 DAY OF JUNE, 2014, SUBMITTED AND APPROVED.



ALAMOGORDO SCHOOL DISTRICT  
LOT 1A, REPLAT A, LOT 1  
SERRA BLOCKHOUSE  
FILES: 657488

\_\_\_\_\_  
CITY MANAGER

ATTEST:  
\_\_\_\_\_  
CITY CLERK

I, BRANDEE LANELEY, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY PLAT MEETS THE MINIMUM STANDARDS FOR SURVEYS IN NEW MEXICO.

*Brandee Laneley*  
NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR

STATE OF NEW MEXICO  
COUNTY OF OTERO

RECORDED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO RECORDER OF OTERO COUNTY,  
NEW MEXICO, AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
COUNTY CLERK BY \_\_\_\_\_

INSTRUMENT NO. \_\_\_\_\_

**ALAMOTERO AND SURVEYS, P.C.**  
PROFESSIONAL LAND SURVEYORS  
1701 NORTH FLORIDA AVENUE  
ALAMOGORDO, NEW MEXICO  
PHONE 575-437-7874 FAX 575-437-7875  
COPYRIGHT © 2014 ALAMOTERO AND SURVEYS, P.C.

NOTE:  
SCALE AND PAGE NUMBERS REFERRED TO ARE OF THE RECORDS OF OTERO COUNTY, NEW MEXICO, OBTAINED FROM THE FILES OF THE OTERO COUNTY ASSESSOR'S OFFICE.

**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

**Meeting Date:** August 25, 2014      **Report Date:** August 13, 2014      **Report No:**            13

**Submitted By:** Marc A South *MS*      **Approved For Agenda:** *[Signature]*

**Subject:** Consider, and act upon, the first publication of Ordinance No. 1473 amending the official zoning map of the City of Alamogordo, changing the classification of a certain area consisting of Ridge View Subdivision Lot 2 (commonly known as 2118 North Florida Avenue) from its present designation and zoning district of C-3, Business District to MH-2, Manufactured Housing/Recreational Vehicle Park District. (Case # Z-2014-0003)(A) (Marc South, City Planner)

**Fiscal Impact:**            \$0  
**Amount Budgeted:**    \$ 0  
**Fund:**                        NONE

**Recommendation:** Approve the ordinance for publication. The Planning & Zoning Commission voted 3-0 to recommend approval.

**Background:** Discussion: Property owner requests to rezone the property listed above from C-3 Business District to MH-2 Manufactured Housing/Recreational Vehicle Park District.

The Alamogordo Daily News published notice of the hearing before the Planning and Zoning Commission. Staff mailed notices to surrounding property owners. As of this writing, staff has received no letters returned as undeliverable, no mailed responses, and no emailed responses to this notice. We also have not received any phone calls relating to this rezoning.

**STAFF RECOMMENDATION:** Staff recommends approval of this application.

The purpose of the rezoning is to allow for the development of an "affordable housing" manufactured housing park with access onto North Florida Avenue.

This lot had previously been home to a manufactured housing park at a point in the relatively distant past. It has been vacant for an extended period of time. Since there were manufactured housing units on the property in spite of the C-3 zoning, it must be assumed that they were grandfathered in at the time this area was annexed into the city.

**Reviewed By:**

City Attorney *AI*      City Clerk *RC*      Community Development \_\_\_\_\_      Community Services \_\_\_\_\_  
Finance \_\_\_\_\_      Housing Authority \_\_\_\_\_      Planning *[Signature]*      Personnel \_\_\_\_\_      Public Safety \_\_\_\_\_  
Public Works \_\_\_\_\_      Purchasing \_\_\_\_\_      Assistant City Manager \_\_\_\_\_

The current owner has requested to split the lot (S-2014-0007) in order to maintain the commercial nature of the frontage along North Florida Avenue (consistent with its designation in the most recent Comprehensive Plan), while allow for most of the lot to be used as it was previously, as a manufactured housing park.

Staff has been working with this owner for over a year to bring this project to fruition. It should help to provide more affordable housing which the city needs.

**ORDINANCE No. 1473**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS 2118 NORTH FLORIDA AVENUE FROM THEIR PRESENT DESIGNATION AND ZONING DISTRICT OF C-3 BUSINESS DISTRICT TO MH-2 MANUFACTURED HOUSING/RECREATIONAL VEHICLE PARK DISTRICT, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.**

**WHEREAS**, Christine A Hobson (hereinafter referred to as "the Owner") is the owner of certain real property commonly known as 2118 North Florida Avenue and legally described below (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

**WHEREAS**, an application has been filed in the Owner's names under Case No. **Z-2014-0003(A)** to change the zoning of the Property, and

**WHEREAS**, the Planning and Zoning Commission, after notice and hearing did recommend to the City Commission adoption of an ordinance amending the zoning map by removing the Property from the present designation and zoning district of C-3, Business District to MH-2, Manufactured Townhouse Dwelling District; and

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

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

Ridge View Subdivision, Lot 2

is hereby changed from C-3 Business District to MH-2, Manufactured Housing/Recreational

Vehicle Park District, and the official zoning map and comprehensive plan of the City are hereby amended to reflect this change.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_,  
2014

**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

Record of Decision  
City of Alamogordo  
A New Mexico Municipal Corporation

Case#: Z-2014-0003(A)

For the Subject Property as follows:

Commonly Known As: 2118 North Florida Avenue

Legal Description: RIDGE VIEW SUBDIVISION, LOT 2

The Alamogordo Planning & Zoning Commission considered this item on July 10, 2014, and recommended the following action to the Alamogordo City Commission by a vote of 3-0-0.

Approve the rezoning of the property detailed above for Case #Z-2014-0003(A).

.....  
The Alamogordo City Commission issued the following decision on August 25, 2014, by a vote of \_\_\_\_\_

**Approve as recommended for first publication Ordinance # 1473.**

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

**Approve as recommended for final publication Ordinance # 1473.**

Attest:

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

\_\_\_\_\_  
Reneé L. Cantin, City Clerk

\_\_\_\_\_  
Susie Galea, Mayor

APPLICATION FOR A MAP AMENDMENT

12

CITY OF ALAMOGORDO  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 APPLICATION FOR MAP AMENDMENT  
 1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310  
 575/439-4220 FAX: 575/439-4343  
 SRAEL@CI.ALAMOGORDO.NM.US  
 MSOUTH@CI.ALAMOGORDO.NM.US



PF-011-3705-312.11-06

Case #: Z - 2014-0003 (A)

Date Received: 10 03 2014

Fee: \$ 475.00

Receipt #: 117499

A. Property address (or location if no address): 2118 N. Florida Avenue, Alamogordo, NM 88310

B. Applicant's name: Christine A. Hobson, Successor Personal Representative of the Estate of Aubrey Lee Daugherty, deceased and Christine A. Hobson, Personal Representative of the Estate of Thomas E. Marable, Sr., deceased

C. Area of property to be rezoned: 4.319 acres

D. Complete the following table indicating the property location, the current zoning district in which the property is located, and the proposed zoning district.

Location (if different from "A"). Please, provide legal description of property for which you request rezoning. Use addition sheets if needed.	Current district	Proposed district:
<b>Lot 2, Ridge View, Alamogordo, Otero County, NM</b>	<b>C-3</b>	<b>MH-2</b>
(The Ridge View Subdivision is concurrently going through the Summary Subdivision procedure)		

D. New Mexico State Statute and the Alamogordo Municipal Code require the City Commission to consider an amendment request relative to certain objectives and standards. Please, discuss the bearing your request may have on the following. Be as brief as you feel sufficient, or supply a statement on an additional sheet.

1. What effect does your proposal have on lessening congestion? Providing new housing to include up to 24 new mobile home spaces which will conform to zoning regulations

2. What effect does your proposal have on securing the community's safety from fire, flood waters, panic and other dangers? Rezoning and development will add an additional fire hydrant in the area and a new drainage study of the property is in the process of being completed

3. What effect does your proposal have on promoting health and the general welfare? 24 additional mobile home spaces will be added, following the current pattern in the area

4. What effect does your proposal have on providing adequate light and air? N/A

5. What effect does your proposal have on avoiding undue concentration of population? N/A

APPLICATION FOR A MAP AMENDMENT

6. What effect does your proposal have on providing for adequate transportation, water, sewerage, schools, parks and other public requirements? N/A

7. What effect does your proposal have on controlling and abating the unsightly use of buildings or land? See #1

8. What effect does your proposal have on the character of the zoning district considering adjacent and adjoining properties within the subject property's current zoning district and the proposed zoning district? Will follow the general pattern to the South with C-3 along North Florida Avenue and MH-2 to the East.

9. What effect does your proposal have on the character of the properties throughout the City that are in the property's current zoning district and the proposed zoning district? N/A

10. What effect does your proposal have on the value of buildings and land on adjacent and adjoining properties to the subject property and within the community as a whole? No effect – Mobile Home Parks adjoin this property to the North and to the South

11. What effect does your proposal have on encouraging the most appropriate use of land on adjacent and adjoining properties to the subject property and within the community as a whole? Adjoining properties to the North and the South are Mobile Home Parks making this property most suitable to be MH-2

12. What effect does the subject property's suitability for particular uses have on the appropriateness of granting your request? Rezoning to MH-2 will bring this property into compliance with its previous use and proposed future use.

13. What effect does conserving the value of buildings and land on the subject property have on the appropriateness of granting your request? N/A, currently vacant

14. What effect does encouraging the most appropriate use of the subject property have on the appropriateness of granting your request? Will provide continuity of current uses in the area.

I certify that all of the above statements and all statements, information, and exhibits that I am submitting in conjunction with this application for a zoning map amendment are true to the best of my knowledge.

  
Applicant's signature

5 June 2014  
Date

PROPERTY OWNERSHIP DATA/ AFFIDAVIT

CITY OF ALAMOGORDO  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 PROPERTY OWNERSHIP DATA  
 1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310  
 575/439-4220 Fax: 575/439-4343  
MSOUTH@CI.ALAMOGORDO.NM.US  
SRAEL@CI.ALAMOGORDO.NM.US



Case #: Z-2014-0003(A)

Date Received: 6.5.2014

The Alamogordo Municipal Code allows real property owners or their agents to apply for authorization for certain activities that require an extraordinary approval. This form is a self-certification that the applicant has standing to apply for the following specific applications. Please, reference the Municipal Code section numbers indicated for further information regarding the type of extraordinary approval.

1. Zoning Amendment (§29-01-020) - The owners of a tract of land or the agent of the owners may petition for an amendment to the zoning map or text.
2. Variances (§29-01-070) - The owners of a majority of a tract of land or the agent of these owners may petition for a variance to the requirements of Municipal Code, Chapter 29, Zoning.
3. Special event permit (§29-01-090) - All owners of a subject property must sign an application for the temporary location of a land use at a location otherwise prohibited by Municipal Code, Chapter 29, Zoning.
4. Special land use permit (§29-05-040) - The owners of a tract of land or the agent of the owners may petition for authorization to locate any of the buildings or uses listed in §29-05-040 in a district from which they are otherwise prohibited.
5. Annexation (§2-07-010) - The owners of the majority of an area considered for annexation must sign an annexation petition.
6. Special permit for temporary structures (§8-01-170) - The owners of a tract of land or the agent of the owners may petition for a special permit for certain temporary structures.

Please, check the boxes that apply.

<input type="checkbox"/> Title is held in one person's name.	<input type="checkbox"/> Title is held by one or more persons.	<input type="checkbox"/> Title is held by a married person as a separate property.	<input type="checkbox"/> Title is held by married persons in common or jointly.
<input checked="" type="checkbox"/> Title is held by two Estates.	<input type="checkbox"/> Title is held by a partnership.	<input type="checkbox"/> Title is held by some other type of business entity, described as follows _____ _____ _____	
<input type="checkbox"/> Title is held by another party. I am the agent of that party. I have provided an acknowledged power of attorney from the owner.			

Property address (or location if no address): 2118 N. Florida Avenue, Alamogordo, New Mexico

Property ID or Property Code from real estate tax bill: 01-00172

Map Code or Universal Property Code from real estate tax bill: 01N-4-056-093-034-082

PROPERTY OWNERSHIP DATA/ AFFIDAVIT

**CERTIFICATION**

Legal description of property: (Use an attached sheet if needed and check, **X See Attachment.**)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I certify that I am the owner of the above legally described property.

Owner's Signature:			
Owner's Name (print):	The Estate of Aubrey Lee Daugherty, deceased	The Estate of Thomas E. Marable, Sr., deceased	
Date:	6/5/14	6/5/14	

**OWNERSHIP BY INDIVIDUAL(S)**

State of New Mexico )  
 ) ss.  
 County of Otero )

The foregoing document was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by (Owner/s) \_\_\_\_\_,

who stated that the information contained therein is true and correct to the best of the Owner's knowledge.

My commission Expires:

Notary Public:

\_\_\_\_\_ Estate

**OWNERSHIP BY CORPORATION**

State of New Mexico )  
 ) ss.  
 County of Otero )

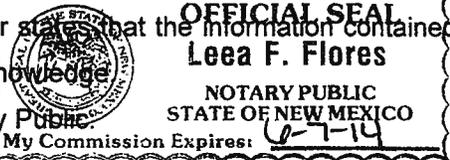
The foregoing document was subscribed and sworn to before me this 5 day of June 2014, by

Christine A. Hobson, Successor Personal Representative of the Estate of Aubrey Lee Daugherty, deceased and Christine A. Hobson, Personal Representative of the Estate of Thomas E. Marable, Sr., deceased and that s/he

is authorized to sign this document on Owner's behalf and who further states that the information contained in the foregoing document is true and correct to the best of the Owner's knowledge

My commission Expires:

Notary Public:





June 7, 2014

- ☞ You will need to provide proof of ownership and standing, such as a title insurance policy or deed or lease, linking the applicant to the owner and the owner to the property.
- ☞ If the applicant is not the property owner, we require a consent statement from the property owner.

GENERAL INFORMATION FORM

CITY OF ALAMOGORDO
COMMUNITY DEVELOPMENT DEPARTMENT
GENERAL INFORMATION FOR LAND USE REVIEW
1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310
575/439-4220 FAX: 575/439-4343
MSOUTH@CI.ALAMOGORDO.NM.US
SRAEL@CI.ALAMOGORDO.NM.US



Case #: Z-2014-0003(A)

Date Received: 6-5-2014

Property address (or location if no address): 2118 N. Florida Avenue, Alamogordo, Otero County, New Mexico

Legal description of property: See Attached

Property ID or Property Code from real estate tax bill: 01-00172

Map Code or Universal Property Code from real estate tax bill: 01N-4-056-093-034-082

APPLICANT/PROFESSIONAL REPRESENTATIVE INFORMATION:

Applicant's Name /Organization: Branden Langley of Alamotero Land Surveys, P.C.

Applicant's Address: 1101 N. Florida Avenue

Applicant's City, State, Zip: Alamogordo, NM 88310

Applicant's phone: Work 575-437-7074; Home/Cell: ; Fax: 575-437-7075

Applicant's E-mail: blangley@tularosa.net

What is the relationship of the applicant for zoning relief to the property owner?

Table with 4 columns and 3 rows of checkboxes for relationship types: same, beneficiary of trust, lessee, architect, engineer or surveyor of property owner, co-owner, officer of corporation, potential lessee, real estate agent of property owner, trust officer, contract purchaser, attorney of property owner, other.

PROPERTY OWNER INFORMATION:

Owner's Name/Organization: Christine A. Hobson, Successor Personal Representative of the Estate of Aubrey Lee Daugherty, deceased and Christine A. Hobson, Personal Representative of the Estate of Thomas E. Marable, Sr., deceased

Owner's Address: 7 JJ Court

Owner's City, State, Zip: La Luz, NM 88337

Owner's phone: Work ; Home/Cell: 575-921-1731; Fax:

Owner's E-mail:

- You will need to provide proof of ownership and standing, such as a title insurance policy or deed or lease, linking the applicant to the owner and the owner to the property.
If the applicant is not the property owner, we require a consent statement from the property owner.



## Attachment

A TRACT OF LAND IN THE N1/2 SW1/4 NW1/4 OF SECTION 17, T16S, R10E, NMPM, DESCRIBED BY METES AND BOUNDS A FOLLOWS:

STARTING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 17 AND GOING N00°06'26"E ALONG THE WEST LINE OF SAID SECTION 17 A DISTANCE OF 331.03 FEET; THENCE N89°59'39"E A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE N00°06'26"E A DISTANCE OF 331.03 FEET; THENCE N89°59'53"E A DISTANCE OF 634.05 FEET; THENCE S00°02'43"W A DISTANCE OF 330.98 FEET; THENCE S89°59'38"W A DISTANCE OF 634.41 FEET TO THE SAID PLACE OF BEGINNING, AND CONTAINING 4.819 ACRES, MORE OR LESS.

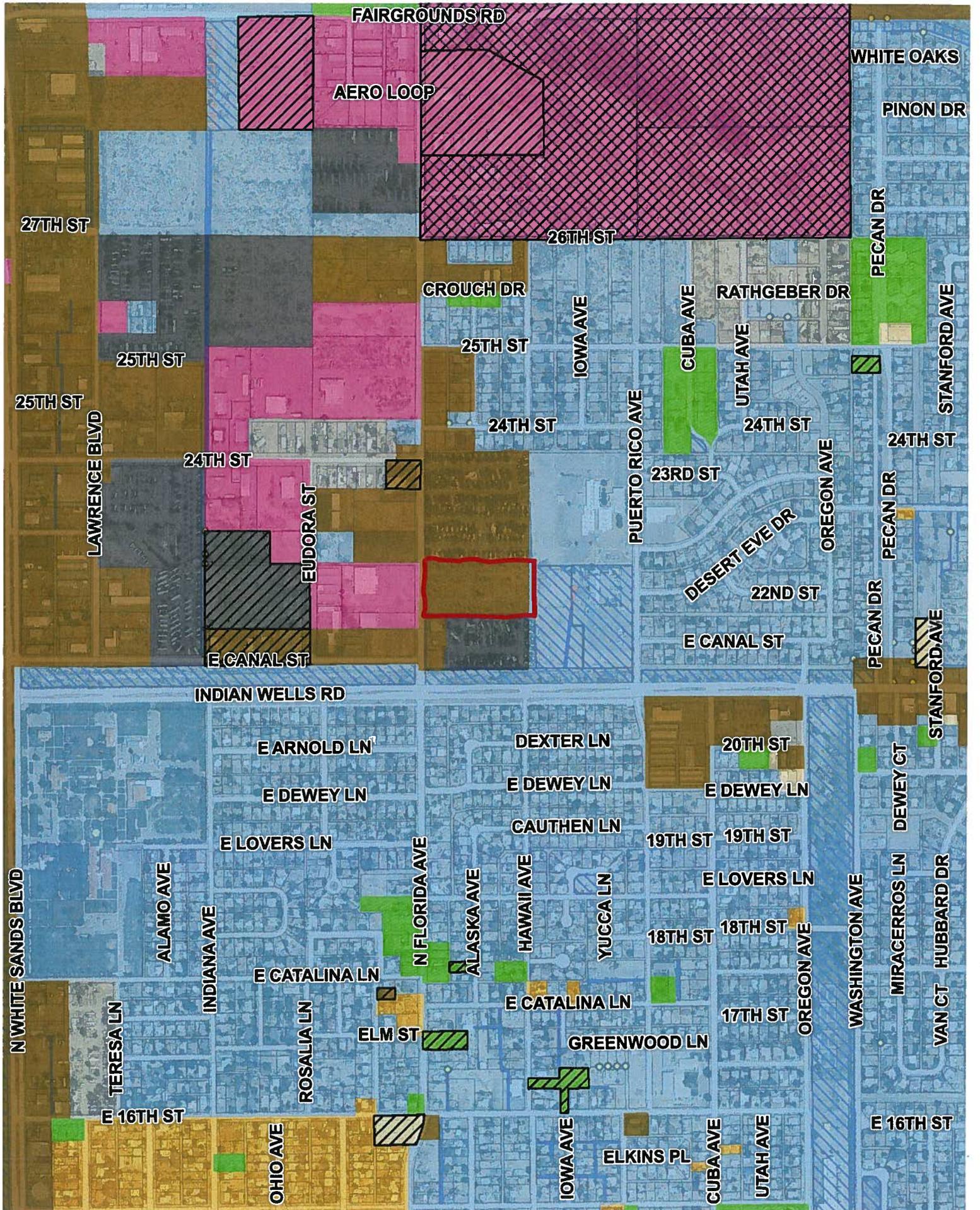
## City Of Alamogordo Public Hearing Notice

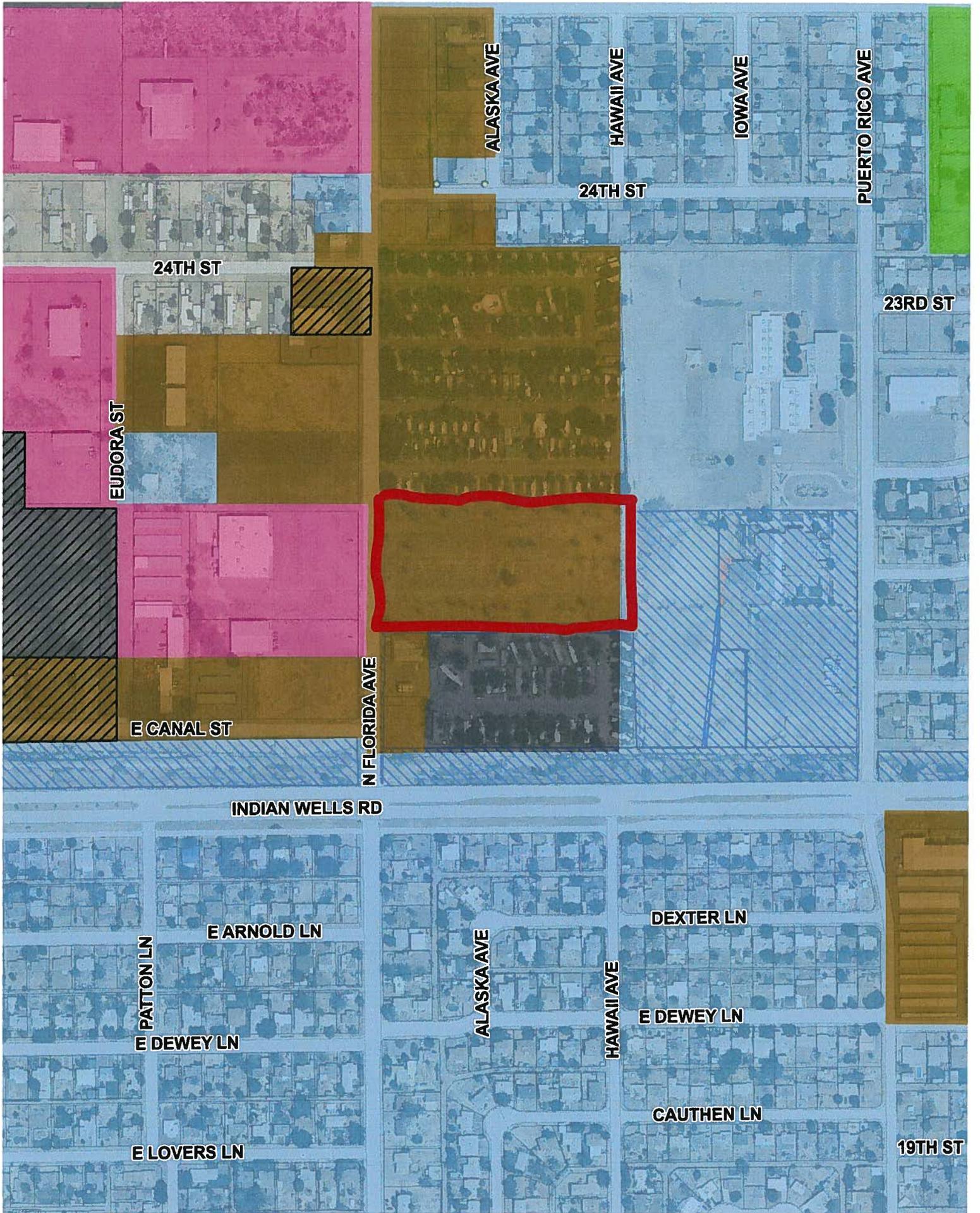
The Alamogordo Planning and Zoning Commission will hear this rezoning request at their public meeting, beginning at 6:00 PM, Thursday, July 10, 2014 in City Commission Chambers, City Hall, 1376 E. Ninth Street, Alamogordo, New Mexico.

Case #:	Z-2014-0003(A)
Owner:	Christine A. Hobson, Personal Representative of Estate
Property Legal Description	LOT 2, RIDGE VIEW, ALAMOGORDO, OTERO COUNTY, NEW MEXICO
Current Zoning	C3- Business District
Proposed Zone	MH2- Manufactured Housing Park
Request:	Property owner is requesting that the City amend the zoning map to change the zoning of property mention above from C3 to MH2.

Comments including objections must be submitted in writing to be a part of the case record. Please be specific about the reasons underlying your position. Submit comments to: Alamogordo Community Development Department, 1376 E. 9<sup>th</sup> Street, Alamogordo, New Mexico and must be received no later than noon on the day before the public hearing (July 9, 2014) held by the Planning and Zoning Commission.

Further info, contact Ms. Stella Rael, Planning and Zoning Administrator, 575/439-4208, or by email at [srael@ci.alamogordo.nm.us](mailto:srael@ci.alamogordo.nm.us)





ALASKA AVE

HAWAII AVE

IOWA AVE

PUERTO RICO AVE

24TH ST

24TH ST

23RD ST

EUDORA ST

E CANAL ST

N FLORIDA AVE

INDIAN WELLS RD

PATTON LN

E ARNOLD LN

E DEWEY LN

E LOVERS LN

ALASKA AVE

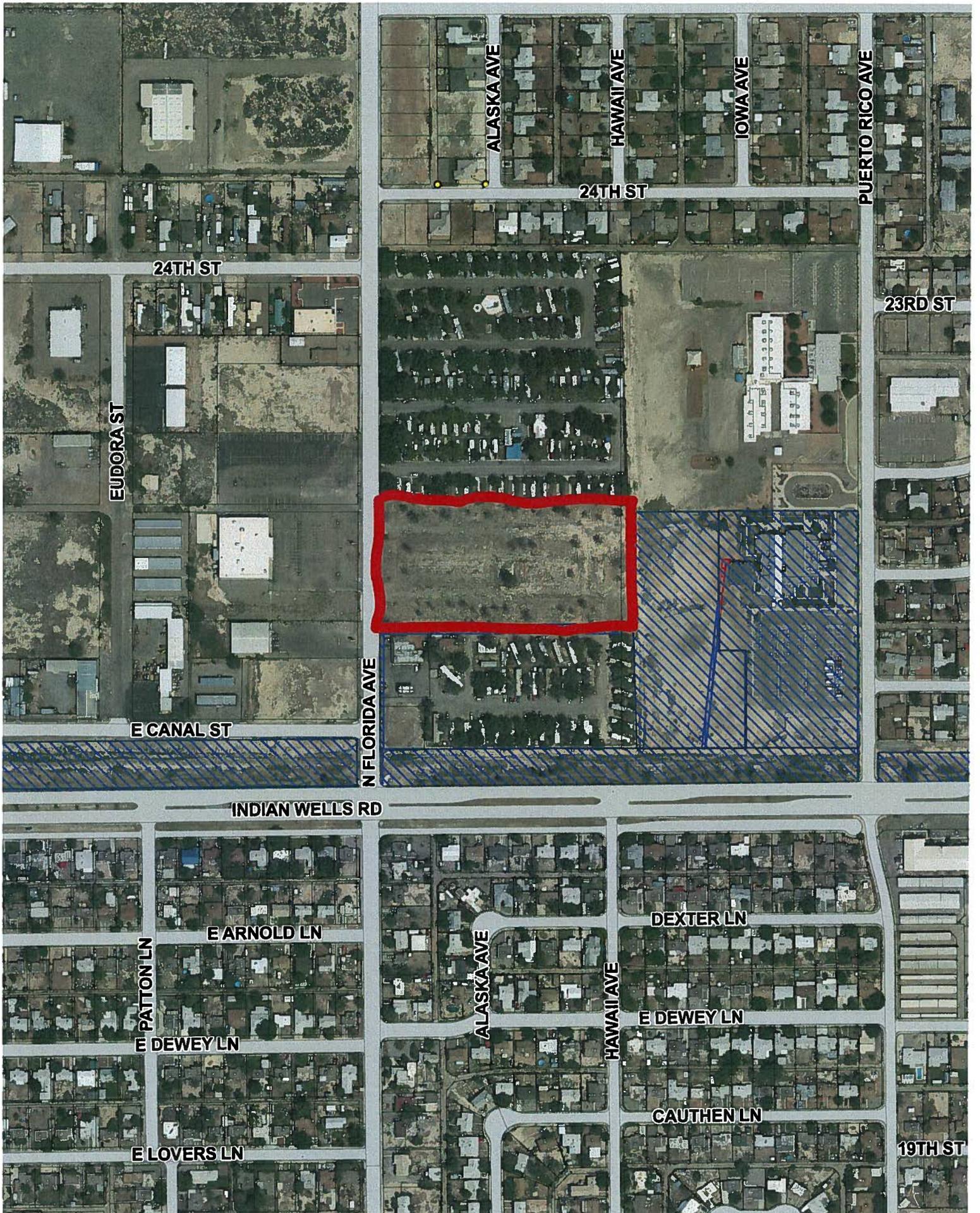
HAWAII AVE

DEXTER LN

E DEWEY LN

CAUTHEN LN

19TH ST



24TH ST

24TH ST

23RD ST

EUDORA ST

E CANAL ST

N FLORIDA AVE

INDIAN WELLS RD

PATTON LN

E ARNOLD LN

E DEWEY LN

E LOVERS LN

ALASKA AVE

HAWAII AVE

DEXTER LN

E DEWEY LN

CAUTHEN LN

19TH ST

ALASKA AVE

HAWAII AVE

IOWA AVE

PUERTO RICO AVE

**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

**Meeting Date:** August 25, 2014 **Report Date:** August 14, 2014 **Report No:** 14

**Submitted By:** Stephen P. Thies  
City Attorney

**Approved For Agenda:** 

**Subject:** Consider, and act upon, the sale of certain city owned property located at 1513 Black Street in Alamogordo, NM 88310

**Fiscal Impact:** \$3,788.88  
**Amount Budgeted:** \$ 0  
**Fund:** N/A

**Recommendation:** Approve the sale

**Background:** The City has received an offer to purchase 1513 Black Street, Lot 23, Block 4, McMath #3 for \$3,788.88 from Mr. Glenn Mainz.

The Notice of Public Sale of Property for this property was published in the Alamogordo Daily News on August 2, 2014 and August 10, 2014.

When the City seeks to sell real property, in addition to other requirements, state statute requires the City to obtain an appraisal if the property has a value in excess of \$25,000. If the property has a value of less than \$25,000, city code is then applicable to the transaction. If the property has a value of more than \$10,000 but less than \$25,000, city code requires a market analysis. City Code does not require an appraisal or market analysis if the property has a value of less than \$10,000.

The Otero County tax assessor's office did a market value analysis in 2005. The estimated price range for property tax purposes for the lots was determined to be between \$2,000 and \$4,500. A local real estate broker prepared a probable market value analysis in 2008. The price range for the lots varied between \$3,000 and \$4,000.

**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

JUN 03 2014

OFFICE OF THE  
CITY MANAGER

City of Alamogordo

From Glenn Mainz

I would like to make an offer for a piece of property located at 1513 Black Street.  
Defined as lot 23, block 4 Alamogordo NM 88310.

I am offering \$3788.88

Thank you for your consideration.

Glenn Mainz  
1421 Discovery Ave  
Alamogordo NM 88310

A handwritten signature in black ink, appearing to read "Glenn Mainz", written in a cursive style.

**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

---

**Meeting Date:** August 25, 2014      **Report Date:** August 14, 2014      **Report No:** 15

**Submitted By:** Nancy Jacobs  
Deputy Clerk      **Approved For Agenda:** 

---

**Subject:** Consider, and act upon, the placement of a new Resident Parking Only sign for home located at 1315 Jackson Ave.

---

**Fiscal Impact:** None.

---

**Recommendation:** Approve the placement of a sign at the above-listed property upon the applicants payment of \$100.00 for each sign.

---

**Background:** Pursuant to Section 24-01-080 of the *Alamogordo Code of Ordinances*, no residence may be posted which is not within five hundred (500) feet of the property line of a public meeting place.

Ms. Corine Rule is requesting a Resident Parking Only sign for her home at 1315 Jackson Ave. This property is within 500' of Washington Park and City Hall. Their application and a location map are attached, as well as some information from the Otero County Youth Football League.

---

**Reviewed By:**

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

8/4/14  
\* Please have Nancy call when date is set. NJ

RECEIVED  
AUG 04 2014  
CITY CLERK

APPLICATION FOR "RESIDENT PARKING ONLY" SIGN

Name: CORINE RULE

Phone: 575-434-4154

Address Where Sign is Requested: 1315 JACKSON AVE.  
Alamogordo, NM 88310

Pursuant to Section 24-01-080 of the *Alamogordo Code of Ordinances*, no residence may be posted which is not within five hundred (500) feet of the property line of a public meeting place.

List the reason(s) for your request (please *PRINT* and be as detailed as possible):

- ① PARKING IN FRONT OF MY RESIDENT WHILE PLENTY OF SPACE ACROSS STREET
- ② PARENTS ALLOWING KIDS TO URINATE IN FRONT OF MY YARD, WHEN MY FRONT DOOR IS OPEN OR NOT.
- ③ PEOPLE PARKING AND LEAVING THEIR CARS WHILE THEY GO WITH OTHER PERSONS, WHERE I DON'T KNOW?
- ④ CLIMBING UP MY FENCE AND LOOSING THE POSTS.

I understand that if approved, I will have to pay a \$100 fee (per sign) to cover the cost of the sign and installation.

Corine Rule  
Applicant's Signature

8-4-14  
Date

\*\*\*\*\*

For Office Use Only:

City Commission Meeting Date: \_\_\_\_\_

Action: \_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED

Vote: \_\_\_\_\_

Date Applicant Notified: \_\_\_\_\_

Payment Date & Receipt No.: \_\_\_\_\_

Date Work Order Requested: \_\_\_\_\_

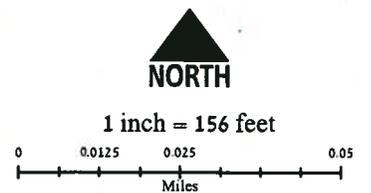
## **24-01-080. - Residential parking restricted.**

- (a) Except when necessary to avoid conflict with other traffic, or in compliance with this section or the directions of a police officer or official traffic-control device, no person shall stop, stand or park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise or passengers, at any place where an official sign reads "Residential Parking Only," and along the curb within ten feet of either side of such sign, unless given permission by the resident living directly behind the sign. Except upon the conditions listed in this section, it shall be unlawful to place a vehicle, occupied or not, along the curb within ten feet of a "Designated Mobility Disabled Resident Parking Only" sign unless the vehicle has the requisite handicapped placard and the resident living directly behind the sign has given permission for the vehicle to occupy the space. A citation for violation of this section shall be written only upon complaint of such resident.
- (b) The determination to post a residence with "Residential Parking Only" signs shall be made by the city commission, after good cause is shown by the applicant. Good cause must include the reasons why the applicant's residence contains inadequate parking to meet the needs of the applicant. No residence may be posted which is not within five hundred (500) feet of the property line of a public meeting place.
- (c) A fee of one hundred dollars (\$100.00) shall be paid to the city treasurer upon approval of each application.
- (d) The determination to post a residence with "Designated Mobility Disabled Resident Parking Only" signs shall be made administratively by a designee of the city manager, after good cause is shown by the applicant. Good cause must include the reasons why the applicant's residence contains inadequate parking to meet the needs of the applicant.
- (e) At the first meeting in January each year, city manager shall prepare a list of the locations of all "Residential Parking Only" signs and all "Designated Mobility Disability Resident Parking Only" signs in the city. The city manager shall recommend continuance or discontinuance of each location; if discontinuance is recommended, the resident(s) shall be notified by first class mail not less than seven (7) days before the meeting. The commission shall direct the discontinuance and removal of signs at any location deemed advisable.
- (f) The city manager shall have the authority to direct the removal of "Residential Parking Only" or "Designated Mobility Disabled Resident Parking Only" signs at any location not identified on the list of such signs approved by the city commission.
- (g) Existing signs with wording approved under previous versions of this section remain effective and enforceable, but shall not be replaced except with signs containing the currently approved wording.

*(Ord. No. 668, § 2, 11-22-83; Ord. No. 823, 7-9-91; Ord. No. 922, 9-12-94; Ord. No. 1119, 6-12-01; Ord. No. 1211, 3-22-05; Ord. No. 1326, § 1, 4-22-08)*



*1315 Jackson Avenue  
500' Radius*



**Zimbra****njacobs@ci.alamogordo.nm.us**

---

**Fwd: Concern**

---

**From :** Matt McNeile <mmcneile@ci.alamogordo.nm.us>      Wed, Aug 13, 2014 10:41 AM  
**Subject :** Fwd: Concern  
**To :** Nancy Jacobs <njacobs@ci.alamogordo.nm.us>

f.y.i.

---

**From:** "Shannon Petsche" <spetsche@ci.alamogordo.nm.us>  
**To:** "Matt McNeile" <mmcneile@ci.alamogordo.nm.us>  
**Sent:** Wednesday, August 13, 2014 10:38:06 AM  
**Subject:** Fwd: Concern

Response from OCYFL

---

**From:** "Gilbert Saldana" <ocyfl@live.com>  
**To:** "Shannon Petsche" <spetsche@ci.alamogordo.nm.us>  
**Sent:** Wednesday, August 13, 2014 10:36:00 AM  
**Subject:** RE: Concern

Shannon ,  
I just spoke to my coaches about this issue and each of them have stated that they have not used the outdoors (Ditch, or Alley ) as a form of a restroom. In fact one of our coaches who lives across the street from the park area has an open door for any child to use his restrooms. I can have him call you or Matt to clarify this. I just don't want the COA thinking were allowing thee types of behaviors. We have the utmost respect for the COA as does our coaching staff. Thank you.  
Yvonne

---



## **RESOLUTION NO. 2014-42**

### **A RESOLUTION IN SUPPORT OF INTEREST FEE CAPS ON SMALL LOAN COMPANIES IN NEW MEXICO**

**WHEREAS**, the City of Alamogordo (“the City”) has several licensed small loan companies, some of which routinely charge 300% to 600% interest on loans which last from five months to an unlimited duration; and,

**WHEREAS**, according to statistics from the New Mexico Regulation and Licensing Department, during 2012 small loan companies in the City issued approximately 24,000 loans with interest rates over 175%; and,

**WHEREAS**, studies completed by the Consumer Financial Protection Bureau, the Center for Responsible Lending, and the Pew Charitable Trusts have all shown that high interest lending on small loans trap borrowers and their families in crippling cycles of debt; and,

**WHEREAS**, studies conducted by the Consumer Financial Protection Bureau and other organizations show that high interest loans take money out of consumer’s pockets, thus damaging local businesses and reducing jobs in local economies; and,

**WHEREAS**, the victims of high interest loans are seldom adequately evaluated for their ability to repay a loan, and further, are primarily the poor, single mothers, military veterans and the elderly; and,

**WHEREAS**, The United States Department of Defense is in the process of expanding its 36% rate cap on short term loans to cover all categories of loans, because it has determined that high interest lending places dangerous stressors on the families of active military personnel and harms military readiness; and,

**WHEREAS**, eighteen (18) states have implemented interest rate caps ranging from 17% to 36% and have not reported any decreases in available credit; and,

**WHEREAS**, the Pew Charitable Trusts surveys indicate that borrowers who lose access to expensive credit as a result of interest rate caps are more than able to compensate through reduced debt costs, and cutting back on expenses; and,

**WHEREAS**, other measures, such as across-the-board interest rate caps, have proven ineffective at limiting lending abuses because lenders may modify their products to evade the law; and,

**WHEREAS**, two recent polls show that 86% of New Mexicans support interest rate caps of 36% or less; and,

**WHEREAS**, statistics from the New Mexico Regulation and Licensing Department show that in 2012 consumers were charged \$99 million in interest and fees on small loans with an annual percentage rate of 175% and higher, and that the amount of additional fees charged for small loans with an annual percentage rate between 40% and 175% is unknown; and,

**WHEREAS**, the number of high interest small loan licensees in New Mexico has grown from 582 at the end of 2011 to 656 at the end of 2013; and,

**WHEREAS**, the Consumer Financial Protection Bureau has no authority to regulate interest rates; and,

**WHEREAS**, the New Mexico Legislature has the authority to control high interest rate loans made by small loan companies in New Mexico.

**NOW THEREFORE, BE IT RESOLVED** by the City Commission of the City of Alamogordo:

**I.**

**THAT** the City Commission of the City of Alamogordo urges the New Mexico Legislature and the Governor of New Mexico to cease the high cost lending epidemic by enacting statutes with inflation indexed interest and fee caps of 36% or less across all loan products offered by small loan companies and non-chartered lenders in New Mexico.

**II.**

**THAT** the Alamogordo City Commission further urges the New Mexico Attorney General and the Director of the New Mexico Regulation and Licensing Department to exercise their full rule making powers under the Unfair Trade Practices Act and the Small Loan Act to end high cost lending abuses.

**III.**

**THAT** a copy of this resolution will be forwarded to the Governor of the State of New Mexico, the New Mexico Attorney General, the Otero County legislators, and other entities or persons as designated by the City Manager and the City Commission.

**IV.**

**THAT** City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

**DONE** on this 25<sup>th</sup> day of August, 2014.

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

# Store Front Lending

## 2012 New Mexico Stats: Loans over 175%

### APR

Total dollars lent :	\$216 Million
Total Interest and fees:	\$99 Million
Average APR:	350%
Total Loans	396,000
Total Stores (2013)	656 (13 in Alamagordo)
Out of state Ownership	80% + Nat'l Chains

# Typical Storefront Loan Consumer

- Low Income and Poor
- Single Moms
- Veterans
- Renters
- People of Color

# **Average Payday Loan 2012**

(Less than 15% of NM Small loan volume)

- \$360 Borrowed
- 2-4 week term
- 6.6 renewals – 140 Days of credit
- Total repayment cost \$800
- Average APR 330%

# Popular New Mexico Products

## **20 Week Installment Loan (example)**

Borrow	\$300
10 Bi-weekly Payments	\$ 60
Total cost to pay off	\$600

## **Interest Only Car Title Loan (example)**

Borrow	\$1,000
Monthly Interest payment	\$ 250 (continues indefinitely)

Pay principal as cash is available

***Govt. support payments such as disability , social security, & TANF are treated as income to pay off these loans. Lots of Govt. assistance money goes to paying interest & fees on these loans.***

# How Big Is the Issue?

- Raising the Minimum Wage from \$7.50 to \$9.50 would put **\$100 million** in New Mexico's low income pockets annually.
- Capping Loan Interest and Fees at 36% would keep at least **\$89 million** in New Mexico's low income pockets annually.

# What Can Government Do?

- **Enact interest and fee caps.** This has been the most effective form of regulation. **Speed limits protect drivers, catch limits protect fisheries, we need interest limits to protect borrowers.**

18 States and the US Military have interest and fee caps.

Arkansas 17%

New York 25%

Arizona 25-36%

Montana 36%

US Armed Forces 36%

- **Support lower cost credit alternatives including CDFI's.** A few million dollars from the state investment fund could help get significant statewide pilot efforts off the ground. (NC, NY, CT)
- **Enact local ordinances that discourage abusive practices.** (Dallas, El Paso, San Antonio)

# Where Does the Public Stand?

- Unaware of the size of the Problem
- 86% Support Interest & Fee Caps of 36%
- Organizational Support from
  - Catholic Bishops
  - Catholic Charities
  - AARP
  - AFSME / Unions
  - Navajo Human Rights Commission
  - Every major legal service, social service, and credit counseling non-profit in New Mexico.

# **Why Hasn't this been fixed?**

- Powerful Industry lobby/ lots of money
- Legislature has failed to act on reform bills for 6 consecutive years.
- Attorney General has failed to exercise regulatory authority under the unfair trade practices act.
- Department of Regulation and Licensing has failed to exercise regulatory authority under the small loan act.

# Myths About Storefront Loans

## Myth:

Storefront loans provide useful “emergency” money for low income folks.

## Fact:

*-Independent studies show 70% of these loans are used for discretionary purchases or regular living expenses.*

*-Independent studies show high cost storefront debt creates otherwise avoidable financial emergencies*

# Myths About Storefront Loans

## Myth:

-Expensive storefront loans are the best and only viable way to finance low income borrowers.

## Fact:

*-Many surveys show over 80% of borrowers would cut back on expenses or borrow from family or friends if high cost loans were not available.*

*-Interest rate cap states such as New York, North Carolina and Connecticut have all developed alternative small loan products with APR's under 20%.*

*-There is no evidence of decreased credit availability in states with interest & fee caps.*

# Myths About Storefront Loans

## Myth:

Storefront loans are affordable. People repay on time.

## Fact:

*-Loan payments often range from 25-40% of the borrower's income.*

*-Most borrowers do repay on time. By refinancing with another high cost loan.*

# Myths About Storefront Loans

## Myth:

Payday and installment loans help consumers avoid expensive bank overdrafts.

## Fact:

*-28% of payday borrowers nationally face overdraft charges created by automatic bank account withdrawals by lenders.*

*-Independent surveys show many other borrowers wind up paying both loan and overdraft fees.*

# Myths About Storefront Loans

## Myth:

High interest storefront lenders create jobs.

## Fact:

*-Independent studies show the economy loses more than 20 cents for every dollar of interest and fees charged on payday loans.*

*-Losses are greater in New Mexico since most loan profits go to out of state operators.*

*-Money that goes to interest and fees would create more jobs if spent with local merchants.*

# Myths About Storefront Loans

## Myth:

APR is a misleading cost measure for small short term loans.

## Fact:

*-Less than 15% of storefront loans in New Mexico are short term 2-4 week loans. The vast majority are 20 weeks and more.*

*-Since borrowers repeatedly use these products, small loan debt is similar to revolving credit card debt. APR is an appropriate measure for any form of revolving debt.*

# What Can the City and County Do?

- Pass a resolution that:
  - Asks the legislature and the Governor to enact interest rate caps.
  - Asks the Attorney General and Department of Regulation to exercise their regulatory authority to stop loan abuses.
- Partner with other cities and counties to ask the governor, the SIC, and the legislature to seed fund affordable loan businesses.
- Develop local ordinances that limit Loan Abuses  
UNM Law school is designing permissible ordinances under the NM Small Loan Act.

**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

**Meeting Date:** August 25, 2014

**Report Date:** August 14, 2014

**Report No:** 17

**Submitted By:** Susie Galea  
Mayor

**Approved For Agenda:** 

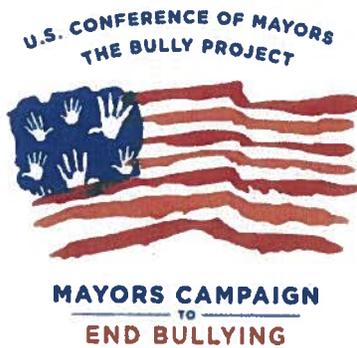
**Subject:** Consider, and act upon, approving the involvement to the U.S. Mayor's Campaign to End Bullying.

**Recommendation:** Approve the Mayor to be involved with the U.S. Mayor's Campaign to End Bullying.

**Background:** Attached you will find the Letter from the U.S. Mayor's Campaign to End Bullying and the Resolution to Eliminate Bullying which was passed on April 10<sup>th</sup>, 2012.

**Reviewed By:**

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



August 6, 2014

Dear Mayor,

Bullying impacts far too many of our nation's youth – about 1 in 4 children in the United States are bullied on a regular basis; with some tragically driven as far as suicide. Approximately 30 percent of students in America are involved in bullying, either as a victim, bully or both. The U.S. Conference of Mayors and the BULLY Project have partnered to raise awareness about this vital issue and formed the Mayors Campaign to End Bullying. Through the Campaign, mayors can help foster a school climate in their city that ensures every student is provided with a safe school environment, and I am honored to lead this effort as Chair of the Campaign.

As community leaders, mayors have an opportunity to be the voice for their city and speak up against the bullying epidemic that is rampant in our nation's schools and communities. During National Bullying Prevention month this October, you have the opportunity to make real change happen by gathering together city and school leaders, students, parents and other adults in the community and have a real conversation on bully prevention. It is necessary for mayors to be at the forefront of this issue, and the responsibility of building a safe school environment falls on our shoulders.

There are over 180 mayors registered for the Campaign in 39 states, with more signing up each week. Together we can lead the nation in a local and national civic call to action to end bullying and make schools a safe place for our children to learn. I strongly urge you to join us by signing up for the Campaign through the Conference of Mayors website <http://usmayors.org/bullyproject>

Sincerely,

Annise D. Parker  
Mayor of Houston  
Chair, Mayors Campaign to End Bullying

**RESOLUTION NO. 2012-16**

**RESOLUTION PLEDGING CITY OF ALAMOGORDO'S SUPPORT FOR A COMMUNITY WIDE EFFORT WITH THE ALAMOGORDO PUBLIC SCHOOLS TO ELIMINATE BULLYING AND CYBER-BULLYING WHERE MINORS AND ADULTS MAY BE SUBJECT TO RIDICULE AND HARASSMENT**

The City Commission is informed that:

**WHEREAS**, the governing body of the City of Alamogordo, New Mexico, a municipal corporation is tasked to represent and address the needs of its residents; and

**WHEREAS**, bullying consists of a pattern of intentional conduct, including physical, verbal, written or electronic communication, that creates a hostile environment and substantially interferes with another person's physical or psychological well-being and that is: motivated by an actual or perceived personal characteristic, including race, national origin, marital status, sex, sexual orientation, gender identity, religion, ancestry, physical attribute, socioeconomic status, familial status or a physical or mental ability or disability; or threatening or seriously intimidating; and

**WHEREAS**, bullying continues to be a concern within schools on playgrounds at bus stops and even on the internet and personal communication devices thereby placing children at risk in our communities; and

**WHEREAS**, combating bullying at its source requires involvement by community leaders committed to bringing a positive message of cooperation community tolerance diversity and steadfast civility to every home school dinner table classroom parent relative and bystander who has an opportunity to become an ambassador for character based behavior that values all individuals; and

**WHEREAS**, in the wake of youth suicides related to bullying across the United States of America an informal local coalition has formed to look at this serious social issue and identify programs and partnerships that will facilitate meaningful social change for the residents of and visitors to the City of Alamogordo; and

**WHEREAS**, this loose knit coalition of community leaders wishes to come together in a recognized and endorsed fashion to begin the work that will bring change to our communities; and

**WHEREAS**, the Alamogordo City Commission shares the philosophy and operational goals of the group that is seeking official endorsement thereby putting its stamp of approval on this important work and putting the full weight of the City of Alamogordo behind a bold new initiative for positive growth of character based behavior throughout our many diverse communities school districts and private sector partners.

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

**THAT** the City Commission hereby supports and endorses the formation of the Community Unity Coalition whose membership and mission shall be brought back before the City Commission along with a presentation on its goals and timelines. The City Commission also encourages similar resolutions and commitments to be adopted and passed by every governmental entity and school district within Otero County and for the concept to be embraced and enjoined by the private sector and all organizations dedicated to good works and community-building.

**THAT** City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

**DONE** this 10<sup>th</sup> day of April, 2012.

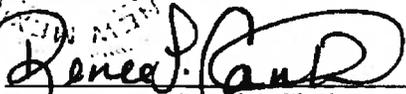
CITY OF ALAMOGORDO, NEW MEXICO  
A New Mexico Municipal Corporation

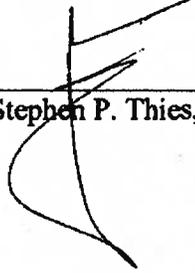
By: \_\_\_\_\_

Susie Galea, Mayor



ATTEST:

  
Renee L. Cantin, City Clerk

  
Stephen P. Thies, City Attorney

**AGENDA REPORT**  
**CITY OF ALAMOGORDO**  
**CITY COMMISSION**

---

**Meeting Date:** August 25, 2014      **Report Date:** August 14, 2014      **Report No:** 18

**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.** Three (3) 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 expiring term of Larry T. Rachel)*  
No nominations received.

**Community Development Advisory Committee.** Three (3) vacancies. Staff Liaison - Ruben Segura  
*(Opening due to the expiring term of 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  
*(This is a new board and anyone appointed will be new to this board)*  
*One of the members appointed on December 3<sup>rd</sup> has not returned his acceptance letter, therefore another person needs to be appointed.*  
No nominations received.

**Mayor's Committee on Aging.** Two (2) vacancies. Staff Liaison – Britney Coutier  
*(Opening due to the expiring terms of Mary Hammon, and Rodger Carmichael)*  
The following individual is interested in being appointed:  
Blaza Madrid – if appointed this will be her first term.

**Parks and Recreation Board.**  
*(Opening due to the expiring term of Ray Vincent)*  
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 \_\_\_\_\_

**Public Library Advisory Board.** One (1) vacancy. Staff Liaison – Melissa Garcia  
*(Opening due to the expiring term of Karen Hutchison)*

The following existing board member is interested in being reappointed:  
Karen Hutchison - if appointed this will be her second term.

**Senior Volunteer Programs Advisory Council.** Four (4) vacancies. Staff Liaison – Karen Groves  
*(Opening due to the expiring term of Iris Lester, Blaza Madrid, Stephen Butler,  
and the resignation of Thomas Rich V.)*

The following individual is interested in being appointed:  
Nina Walker-Saenz – if appointed this will be her first term.

---

**Reviewed By:**

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

**MAYOR'S COMMITTEE ON  
AGING**

Took  
Back  
form  
to see  
which Board  
8-5-14

RECEIVED

AUG 05 2014

CITY CLERK

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

Name: Blaza Madrid

Home Phone: 575 224 1564 Work Phone: \_\_\_\_\_

Cell Phone: 575 224 1564 Fax No: \_\_\_\_\_

e-mail address: blazamadrid

Physical Address: 1825 Crescent

Is the above address within City limits? Yes  No

Mailing Address: 1825 Crescent

Present Employer: NA Job Title: \_\_\_\_\_

Board/Committee you wish to serve on:

First choice: City BOARD/ COMMITTEE Mayors'

Second choice: \_\_\_\_\_

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

Yes  No  If so, what is their relation to you? \_\_\_\_\_

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

Yes  No  If so, what is their relation to you? \_\_\_\_\_

Experience and education relating to the Board/Committee:

Served on the Senior Advisory Council  
we meet on Wednesday once a month

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

My interest in serving and been an activator  
for Senior

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

**ALAMOGORDO LIBRARY  
ADVISORY BOARD**



SENIOR VOLUNTEER  
PROGRAMS ADVISORY  
COUNCIL

RECEIVED  
AUG 12 2014  
CITY CLERK

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

Name: Nina Walker-Saenz  
Home Phone: N/A Work Phone: N/A  
Cell Phone: 575-921-5677 Fax No: N/A  
e-mail address: \_\_\_\_\_  
Physical Address: 1006 15<sup>th</sup> ST.  
Is the above address within City limits? Yes  No \_\_\_\_\_  
Mailing Address: SAA  
Present Employer: N/A Job Title: \_\_\_\_\_

Board/Committee you wish to serve on:

First choice: Sr. ADV. Committee  
Second choice: \_\_\_\_\_

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

Yes \_\_\_\_\_ No  If so, what is their relation to you? \_\_\_\_\_

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

Yes \_\_\_\_\_ No  If so, what is their relation to you? \_\_\_\_\_

Experience and education relating to the Board/Committee: \_\_\_\_\_

I have been a Foster Grandparent in The NISD  
for 7 yrs - Through The Sr. CTR.

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

I believe  
I can be of help to the community by serving on  
this committee since I have experience in the  
school s, with parents, teachers and children.

Please return completed application to:

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