



Alamogordo City Commission

NOTICE OF MEETING

Addendum to

Regular Meeting Agenda

Tuesday, September 23, 2014 – 7:00 pm
City Hall, City Commission Chambers
1376 E. Ninth St.

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

- Jim Stahle** City Manager
- Stephen Thies** City Attorney
- Renee Cantin** City Clerk

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

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

Addendum to Regular Meeting Agenda

CONSENT AGENDA

- A-1. Consider and act upon a Memorandum of Understanding between the City and the American Federation of State, County, and Municipal Employees, Local 3818 ("AFSCME").**



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

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

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

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

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CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

- 1. Presentation related to the All Natural Hazards Mitigation Plan including the kick-off discussion for development of a new plan. (Mikel Ward, Fire Chief)**

PUBLIC COMMENT

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

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

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

2. **Approve Minutes of the September 9, 2014 Regular Meeting of the Alamogordo City Commission.** *(Renee Cantin, City Clerk)*
 3. **Approve the Lodger's Tax Expenditures for Tourism & Travel.** *(Jan Wafful, CS Admin. Assistant)*
 4. **Approve a Special Dispenser Permit Application and a Temporary Alcoholic Beverage Dispenser's License for Mister A, Inc. d/b/a Jerry's Lounge/Kwik Stop for the Sunset Run Race on October 4th, 2014 at Granada Center.** *(Renee Cantin, City Clerk)*
 5. **Approve Resolution No. 2014-45 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of September 23, 2014. [Roll call vote required]** *(LeeAnn Nichols, Finance Director)*
 6. **Approve Resolution No. 2014-52 to apply for a grant through the New Mexico Department of Transportation to complete the Master Plan for the Alamogordo White Sands Regional Airport. [Roll call vote required]** *(Matt McNeile, Assistant City Manager)*
 7. **Approve Resolution No. 2014-53 approving a Grant Agreement between the City of Alamogordo and the US Department of Agriculture (USDA), Forest Service Collaborative Forest Restoration Planning Grant in the amount of \$445,629.00 to conduct a National Environmental Policy Act (NEPA) Environmental Impact Study for the Westside Sacramento Mountains Planning Project. [Roll call vote required]** *(Ruben Segura, Grants Coordinator)*
 8. **Approve the final 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)). [Roll call vote required]** *(Renee Cantin, City Clerk)*
 9. **Approve the Agreements with Otero County for Senior Center, related to Transportation, Meals on Wheels/La Luz and RSVP Services.** *(Veronica Ortega, Senior Center Manager)*
 10. **Approve the Intergovernmental Services Agreement between the Alamogordo Public School District and the City of Alamogordo regarding the reciprocal use of lands, facilities and equipment owned by each entity.** *(Matt McNeile, Assistant City Manager)*
 11. **Approve an Application for participation in the Fire Protection Fund Grant FY 2015 for the Alamogordo Fire Department for an amount up to \$100,000.** *(Mikel Ward, Fire Chief)*
 12. **Approve the award of RFP No. 2014-006 for Uniformed, Unarmed Security Guard Services to Alamo Security.** *(Matt McNeile, Assistant City Manager)*
 13. **Approve the Proposed Changes to Roadway Functional Classifications, per NMDOT Manual.** *(Nancy Beshaler, Project Manager)*
- A-1. Consider and act upon a Memorandum of Understanding between the City and the American Federation of State, County, and Municipal Employees, Local 3818 ("AFSCME").**

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARINGS

14. **Hold Public Hearing, consider, and act upon, Application No. A-911555 to grant a Transfer of Location for Retailer Liquor License #4020 Application No. A-911555 for Albertson's LLC d/b/a Albertson's #1053, located at 1300 Tenth St., Alamogordo, NM. (Renee Cantin, City Clerk)**

UNFINISHED BUSINESS

15. **Consider, and act upon, a one (1) year extension of the Agreement between the City of Alamogordo, New Mexico and Zia Therapy Center, Inc. for Public Transportation Services in accordance with Section 3 of the agreement in an amount not to exceed \$99,989.00 for the Fixed Route Services and \$10,000 for the Las Cruces Route Program. (Ruben Segura, Grants Coordinator)**

NEW BUSINESS

16. **Discussion, and possible action, related to the culverts located North of 24th Street in the Dry Canyon Arroyo. (Jim Randall, Requestor)**
17. **Consider, and act upon, a request to release a utility lien filed in 2008 for the property located at 1408 Challenger Avenue. (Stephen Thies, City Attorney)**
18. **Notification of Boards & Committees Vacancies. (Susie Galea, Mayor)**

PUBLIC COMMENT *(Continued if needed)*

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

EXECUTIVE SESSION *(Roll Call Vote Required)*

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

- **Purchase of Real Property (Lot 2B, Industry Center Subdivision, Replat B).**

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: Sept. 23, 2014 **Report Date:** August 25, 2014 **Report No:** 1

Submitted By: Mikel Ward, Fire Chief 
Jim LeClair, Deputy Fire Chief **Approved For Agenda:** 

Subject: Presentation related to the City of Alamogordo's All Natural Hazard Mitigation Plan including the kick-off discussion for development of a new plan.

Background: Deputy Chief Jim LeClair and contractor Ray Lopez will provide a presentation on the City of Alamogordo's All Natural Hazards Mitigation Plan, a grant received through DHSEM to aid in updating this plan, and the steps necessary to update and accept our new/updated plan.

Reviewed By:

City Attorney _____ City Clerk  Assistant City Manager _____ Community Services _____
Finance _____ Housing Authority _____ Planning _____ Police Chief _____ Fire Chief 
Public Works _____ Purchasing _____ City Engineer _____ Human Resources _____

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
7:00 P.M., COMMISSION CHAMBERS
SEPTEMBER 9, 2014**

**SUSIE GALEA, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
AL HERNANDEZ, COMMISSIONER**

**ROBERT RENTSCHLER, MAYOR PRO-TEM
DR. GEORGE STRAFACE, COMMISSIONER
JIM STAHLER, CITY MANAGER
STEPHEN THIES, CITY ATTORNEY
RENEE CANTIN, CITY CLERK**

CALL TO ORDER & ROLL CALL

Mayor Galea called the meeting to order at 7:00 p.m. Roll Call was taken by the City Clerk. Clerk Cantin announced there was a quorum present. Invocation by Reverend James Forney and the Pledge of Allegiance was led by Commissioner Straface.

INVOCATION & PLEDGE OF ALLEGIANCE

Reverend James Forney gave the invocation followed by the Pledge of Allegiance led by Commissioner Straface.

APPROVAL OF AGENDA

Commissioner Straface moved to approve adding the addendum to the agenda. Mayor Pro-Tem Rentschler seconded the motion. Motion carried by a vote of 7-0-0.

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

PRESENTATIONS

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

Mr. Chris Orwoll addressed the commission. (Power Point presentation is in the Agenda Book) He thanked the commission for considering the Museum in the first place, and then gave an overview of work done to the Museum to date and that which is scheduled. The goal with the IMAX theatre upgrade is to see an increase in visitation. In Fall 2012 a Needs Assessment was done by the NMMSH staff and November 20, 2012, they gave a presentation to the City Commission. On January 28, 2013, the City Commission approved \$300,000 in Quality of Life funds for the upgrade of the theatre at NMMSH, and April 5, 2013, Senate Bill 60 was passed by the NM Legislature that granted \$500,000 toward the upgrade of the theatre and facilities. He showed the list of ongoing projects at the Museum. The projected start date for the theatre upgrade is October 2014, and the projected start date for the planetarium upgrade is January 2015. He showed the total cost breakdown of items and materials needed for the theatre/planetarium upgrades. He noted that the paint color being used is call Smithsonian Blue and is the color used at the Smithsonian Museum, with whom this museum is affiliated.

Mayor Pro-Tem Rentschler commented that the Space Hall and Theatre have been one of the jewels of Alamogordo, and he was thankful that the commission was able help with this. He asked which digital

theatre projection equipment would be used in the upgrade. Mr. Orwoll said IMAX was one of the brands available, but they have not even come out with their digital projection system and did not know when it would be available. Also, their cost was higher than other brands. He said they would be installing a digital projection system similar to what many museum theatres throughout the United States are using, especially those with domes. Mr. Orwoll noted this is the smallest IMAX (giant screen) Theatre in the world. With this system, they could host film festivals as well as show the IMAX films.

Mr. Orwoll commented that the Department of Finance, the Legislative Finance Committee and legislators recognized that the City stepped up first.

Commissioner Straface asked Mr. Orwoll if he was doing the leadership of the project management or if it was contracted out. Mr. Orwoll said it fell under his control, but he would be selecting contractors who would come in and do all of their own installation. When they get to the dome portion of the projects, they will have a project manager on site who will be working directly with him.

Commissioner Straface asked if those costs were included in these numbers and Mr. Orwoll affirmed they were.

PUBLIC COMMENT

Mayor Galea noted most of the people who had signed up wished to speak at the time of the agenda item they were concerned with.

A. Sharon McDonald commented on the following:

Sharon McDonald commented regarding improvements on the First Street and Florida Ave. project timeline. She had been told her parents' home is one of those recommended for demolition for this project. Her parents are in their 80's and have been in that house since she was nine years old, so she wanted to be a part of this project and know all the aspects. She would like to know how long it will take and when it will start, so they would be prepared to make other arrangements for her parents to be in a secured area. That neighborhood has been great and they have not had any problems, and she wanted to make sure her parents have a safe environment to live in. She had been in contact with Nancy (Beshaler) concerning this project.

City Manager Stahle responded it had not been decided how the realignment of that intersection would take place, and we will be involved with public information in order to let the community know of ideas. The commission will have to choose the plan they feel most prudent for the City. This will take anywhere from 18 months to two years to complete, so he didn't want Ms. McDonald's parents to be too worried about whether homes will be taken at this stage. He was glad to hear Nancy (Beshaler) had been in touch with her, but he didn't want her to feel it was a done deal that her parents would be moved.

CONSENT AGENDA

2. **Approve Minutes of the August 19 and August 21, 2014 Special Meetings and the August 25, 2014 Meeting of the Alamogordo City Commission.** (*Renee Cantin, City Clerk*)
3. **Approve the Agreement with Alamogordo Public Schools related to School Resource Officers.** (*Robert Duncan, Police Chief*)
4. **Approve Resolution No. 2014-44 approving the submission of an application to the New Mexico Department of Transportation – Aviation Division for maintenance at the Alamogordo – White Sands Regional Airport, in the amount of \$11,110 with a required match of \$1,111. [Roll call vote required]** (*Matt McNeile, Assistant City Manager*)

5. **Approve the award of IFB No. 2014-05 to Basin Air, Inc. related to the HVAC Replacement – Alamogordo Senior Center project, in an amount not to exceed \$38,726.05, including tax.** *(Matt McNeile, Assistant City Manager)*
6. **Approve the award of RFQ No. 2014-03 for Engineering and Design Services to Livingston Associates, P.C. for the Water Service Line Replacement – White Sands Blvd. project.** *(Edward Balderrama, Project Manager)*
8. **Approve the incorporation into the minutes of the Governing Body the final approval by the NM Department of Finance and Administration of the City's final budget for the 2014-2015 Fiscal Year.** *(Renee Cantin, City Clerk)*
- A-2. **Approve Resolution No. 2014-47 approving the New Mexico Department of Tourism Litter Control and Beautification grant in the amount of \$12,000. [Roll call vote required]** *(Matt McNeile, Assistant City Manager)*
- A-3. **Approve Resolution No. 2014-48 approving a Grant Agreement between the City of Alamogordo and the New Mexico Department of Finance and Administration for Special Appropriation Project No. 14-L-1958 in the amount of \$25,000 for the Domestic Violence HVAC System Project. [Roll call vote required]** *(Ruben Segura, Grants Coordinator)*
- A-4. **Approve Resolution No. 2014-49 approving a Grant Agreement between the City of Alamogordo and the New Mexico Department of Finance and Administration for Special Appropriation Project No. 14-L-1959 in the amount of \$100,000 for the Family Recreation Center Restroom Project. [Roll call vote required]** *(Ruben Segura, Grants Coordinator)*
- A-5. **Approve Resolution No. 2014-50 approving a Grant Agreement between the City of Alamogordo and the New Mexico Department of Finance and Administration for Special Appropriation Project No. 14-L-1959 in the amount of \$200,000 for the purchase and equipping of vehicles for the Alamogordo Police Department. [Roll call vote required]** *(Ruben Segura, Grants Coordinator)*
- A-6. **Approve Resolution 2014-51 to apply for an FAA Grant to construct the 2200' runway extension at the White Sands Regional Airport in an amount up to \$6.2 million. [Roll call vote required]** *(Matt McNeile, Assistant City Manager)*

Commissioner Hernandez asked to remove Items 7 and A-1.

Commissioner Hernandez moved to approve items # 2, 3, 4, 5, 6, 8, A-2, A-3, A-4, A-5, A-6 of the consent calendar. Commissioner Straface seconded the motion. Roll call was taken for items #4, A-2, A-3, A-4, A-5, A-6. Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

7. **Approve the award of RFQ No. 2014-06 for Architectural, Engineering, and Design Services to Lee Gamelsky Architects P.C. for the Family Entertainment Center project and approve negotiation of the professional Architectural Services Agreement.** *(Matt McNeile, Assistant City Manager)*

Commissioner Hernandez said he wanted to speak about this and give an update on the project. He had many questions from constituents so asked that the city manager give an overview tonight. Commissioner Hernandez did not have a problem with the RFQ itself, he simply wanted an update on the project.

City Manager Stahle spoke to this and said we have progressed through the bond package for the voters and we are at the stage of awarding the architectural contract. He said it is important to recognize there is a lot to do in order to pre-plan the construction of a building. Specifically, we want to know what the foot print would be of such a facility, what would be in it, etc. First and most important of the architects work would be to meet with the community and commissioners in order to figure out what would make the most sense for this market. We know there will be bowling; how many lanes? A study suggested 24 lanes would be a competition problem for the facility at HAFB. We may still build 24 because we've heard from folks in leagues that is an important number. What other things will be in this? He was confident there would be some sort of an arcade probably targeting the younger kids; miniature golf or some kind of laser tag; some kind of food establishment with restaurant and bar facilities. Then we have to address the outside. There is some interest for recreational activities on the outside, as well, so that is a large part of what the architect will be working on; a layout you can be proud of. After that, they have to put the hard work in to actually design the facility. This, too, will be a long term project, probably longer than the intersection. One of the challenges you all need to help us figure out will be how will it be operated; create an LLC much like the folks in Deming did, our own staff run it, or contract it all out. Another possibility is to have just the restaurant facility contracted out and maybe some of the other concessions, in particular the video games and that sort of thing. Once you all give the blessing as to what you want built, then they have to do the actual architectural work. While the construction is going on, we need to start focusing in on some advertising and some resolutions to various topics like who will run it and how will it be run. He wasn't expecting this facility to be operational for at least 18 months and more realistically, two years. It could be faster depending on how quickly we get through the public discussion. We want to make our community proud of the look of the facility, as well. The actual location is by the movie theatre which you can see from all around, so we want it to be fairly good looking and fit into that particular portion of the city. Again, this will take in the neighborhood of a couple of years.

Commissioner Hernandez moved to approve the award of RFQ No. 2014-06 for Architectural, Engineering, and Design Services to Lee Gamelsky Architects P.C. for the Family Entertainment Center project and approve negotiation of the professional Architectural Services Agreement. Commissioner Turnbull seconded. Motion passed with a vote of 7-0-0.

A-1. Approve a one (1) year extension of the Agreement between the City of Alamogordo, New Mexico and Zia Therapy Center, Inc. for Public Transportation Services in accordance with Section 3 of the agreement in an amount not to exceed \$99,989.00 for the Fixed Route Services and \$10,000 for the Pilot Program. (Ruben Segura, Grants Coordinator)

Commissioner Hernandez remarked he had pulled this one off because he remembered when we first did the pilot program it was a one year thing. He believed this was the third time we had funded this \$10,000, and he didn't see it as a pilot program any longer. He said he could support the \$109,000, but could not support the \$10,000.

Commissioner Sikes appreciated what he said. She asked Grants Coordinator, Ruben Segura, that since it had a large ridership, was successful and accommodated both those with medical situations as well as students, couldn't we change the name from pilot program to simply program.

Grants Coordinator Segura said it becomes an official program when the commission so desires. Commissioner Sikes asked what she needed to do in order to do that. Grants Coordinator Segura said to integrate it into one transportation program. Commissioner Sikes asked if we needed to approve this item and then make a motion to make it a permanent program.

City Manager Stahle recommended that if it were to pass tonight as presented, you could then direct us to incorporate that particular element of the contract into the regular contract for next year.

Mayor Galea said she understood it was a pilot program in 2012, and since it began there are now over 600 riders per month for students, medical and other needs. She found it to be a successful program and didn't understand why there wouldn't be an opportunity to keep our students and those who need additional medical services at home in the City of Alamogordo so they don't have to go to Las Cruces.

Commissioner Straface asked the city manager if it could be incorporated in this motion and not wait a year. The city manager said there would not be a problem with that. Commissioner Straface said to motion \$109,000 plus for this, and move forward.

Commissioner Hernandez said his biggest problem was it was a pilot program and requested for one year. He didn't have a problem helping people out, but he had a problem with not being up front and saying this is what we're doing.

Commissioner Straface felt it could be corrected right now, and Mayor Galea said it could be corrected in a motion.

City Manager Stahle said when you do a pilot program it usually takes several years to decide whether it is worth it. Several of you have indicated you are comfortable with it; it is up to you to handle it any way you want.

Commissioner Straface asked the city manager if an evaluation had been made of the pilot program. City Manager Stahle said we know what the rideship is, and it is mostly students with some folks needing medical. It is open to anyone of course, and it is up to you to judge whether it is successful or not.

Mayor Pro-Tem Rentschler also remembered this being a one year pilot program, and we had suggested the ridership pay for this. Instead of making a motion, he would rather vote on them separately and combine it later; the \$99,989 and then the \$10,000 and see where it lies. He thought there was a plan for the \$10,000 to gradually go away, and he would be much more willing to support it that way.

Commissioner Baldwin said we had been very specific at the time about it being a one time deal, and not come back for any additional money. It was his understanding that the \$10,000 was a portion of funding coming from other communities, as well. Grants Coordinator Segura said part of the contribution comes also from Federal funds from the pilot project, so it is a part of a matching.

Commissioner Baldwin said he was very excited about the program and was eager to vote yes to help it get up and running, and our statements were that if it was successful it should be able to pay for itself. Mayor Pro-Tem Rentschler had mentioned there was a plan put in place to possibly raise the ridership fee and other things to alleviate our \$10,000, but Commissioner Baldwin said he had not seen that plan. He had an issue of this coming back three times in a row as a pilot program when it was originally voted as a one-time deal. He agreed with Mayor Pro-Tem Rentschler to vote on the original \$109,000 and then the \$10,000 in an additional motion.

Commissioner Sikes said we approved it the first year. The second year we discussed raising the ridership rate, and they did; we have not seen a report on whether raising the rate made an impact on the program. The one thing we have to keep in mind is there are very few transportation programs on the planet that pay for themselves; they are all subsidized. This is nice to have for our community and if we don't fund it, how many people will be effected? She would like to see the impact of the raise in ticket prices.

Mayor Galea said the City does subsidize it with the Department of Transportation, but also with the Southeastern Regional Transit District through Las Cruces.

Mayor Pro-Tem Rentschler said we have been talking about what we don't know about this \$10,000 portion of the program to Las Cruces, and he suggested we should table the \$10,000 part until we can get a proper report on how it is being spent and what the impacts are, and if it would eventually go away.

Mayor Galea said we know that at the height of the ridership to Las Cruces they have 600 riders a month. If there is not ridership to Las Cruces then those people would perhaps be forced to move to receive those services.

Mayor Pro-Tem Rentschler said he understood that, but would like to see the numbers and figures. He was certainly in favor of approving the \$100,000 for public transportation right now, but would like to see a separate presentation on this so we could have all the ridership numbers, the total costs provided by us and provided by other entities. This would give us a feel of where it is and help us decide whether to raise it to \$110,000.

Commissioner Hernandez clarified it is \$109,989 total; \$99,000 for the fixed route and the \$10,000 for the pilot program. He noted he didn't have a problem helping people out and funding the ride, but he would like to have a report from Zia in order to see if they still need the \$10,000 now and in the future. We were very specific about only doing this one year and this would be the third time we've funded this. We have two options: we can vote on it or we can table the \$10,000 portion of it.

Grants Coordinator Segura apologized that he didn't have the figures with him. He was of the assumption the commission had already approved the budget.

Mayor Galea appreciated that we should have all the facts and data, but she didn't see this as a way of helping people out; she saw it as a way of improving our economy through an intermodal system. If we don't provide this service, then people cannot live here and receive the same services through the public service system. They would have to move to Las Cruces and we don't want that.

City Manager Stahle pointed out the pilot project was integrated into this contract so if you want a detailed report at the next meeting, he thought it best to table the whole thing and wait for that report. We can ask Zia Therapy to show up and talk to you.

Commissioner Hernandez suggested completely redoing how this was done. If we are sending people out of town, he didn't want to do that. If 99% is medical, there are other ways to pay for it. It is \$10,000 of the taxpayers' dollars and is a lot of money, so we need to be very specific of what it is doing, where it is, and what the cost benefit is to Alamogordo.

Commissioner Hernandez moved to table the item until the next meeting or until they (Zia Therapy) are prepared to do a presentation. Mayor Pro-Tem Rentschler seconded the motion. Motion carried by a vote of 5-2-0. Commissioner Straface and Mayor Galea voted nay.

NEW BUSINESS

- 9. Discussion, consider, and act upon, a policy of repairs to water meter infrastructure related to the Advanced Metering Infrastructure System (Radio Read) Project. (Robert Rentschler, Requestor and LeeAnn Nichols, Finance Director)**

Finance Director Nichols told the commission the Staff had been asked to give an update on the number of breaks and other issues related to the Radio Read system. In addition, Staff was asked to explain about the timeframe that would cover these issues after the installation. The City's records show 57 repairs which is just under 3% of the total 1,961 meters that have been installed to date. Of those, 35 repairs were on the city side of the meter and 22 breaks on the customer side. There were six call-backs for water turn on. For coverage of that in the contract, Zenner will cover for 90 days after

the City has notified them of the installation; the contractor will cover 90 days of that install. If there is a problem, issue, breakage or leak due to the installation of the meter, the contractor will be responsible for that up to 90 days. They are also on call 24/7 for those installations for 90 days.

When we first started this project, the contractor was just installing and then reporting breaks. We've changed that so that the contract calls for the contractor to inspect the meter before installation, to determine if there will be any issues when the installation is made. If they feel there will be a break or a leak by installing that meter, they are to call the utility inspector of the City. That inspector will evaluate the meter and decide if it can be installed; if so, we will give the contractor the authorization to proceed. If that happens and the contractor proceeds and there is a break or leak, then it becomes the City's issue. If the contractor decides after the meter has been evaluated that they can make that exchange without compromising the system, then they will do it. If there is a leak or break, it becomes the responsibility of the contractor.

Mayor Pro-Tem Rentschler said the reason he had asked for this was the fact he had a break on the consumer side and had a water bill for \$1,200. It seemed like we were hearing rumors about the contractors doing this and he was getting phone calls from various people with this same problem. There was a point in the beginning this contractor hired someone who may or may not have been up front about breaking a meter and would leave the area rather than report it. That is the main reason he wanted this in here because he wanted everyone to understand these are the reported breaks. He asked who the prime contractor was on this, and Finance Director Nichols told him it was Zenner USA out of Addison, TX, and they were in attendance. The primary sub-contractor is Lane Plumbing and Darnold Plumbing is sub-contracted through Lane Plumbing.

Mayor Pro-Tem Rentschler said he had heard there had been problems with the ones originally hired to do this, true or false? Finance Director Nichols told him there was an issue and the sub-contractor took care of it right away. They did hire some laborers to do some of these installs who were not qualified and were making mistakes; they got rid of them very quickly. She said both the City of Alamogordo Utility Maintenance Department and Darnold Plumbing are keeping records of breaks; Darnold Plumbing is taking responsibility for the breaks. Ms. Nichols said she worked on taking Darnold's report of breaks and leaks and compared it to the Utility Maintenance Report of breaks and leaks, and she found they did not match. Utility Maintenance had a record of 57 breaks and Darnold had a record of 126 breaks. After she reviewed all again and removed any duplicates, it came to a total of 109. Darnold's report as opposed to the Utility Maintenance report for breaks which are the responsibility of Zenner do match. We are keeping track of what they are responsible for, which includes if they have non-qualified people installing the meters, and they have taken that responsibility.

Mayor Pro-Tem Rentschler said that is what he is trying to get to, to make sure the entire city understands there have been problems with these installations, and we want them to know there is at least a possibility the contractor or the city may take some responsibility for that.

Finance Director Nichols pointed out that Mayor Pro-Tem Rentschler's break/leak occurred on July 14th and the meter was installed on July 31st. She didn't want to misrepresent that every break/leak that happens during this meter installation is necessarily attributable to the installation of the meters. We do have utility inspectors with the city that will be doing inspections and they will be determining if that leak was caused by the installation or because of some other issue.

Mayor Pro-Tem Rentschler said he couldn't prove that had happened at his break, but it was right at the meter. Right after that is when he began to get phone calls from around the neighborhood. He felt his was probably not related to the meter installation, but there were others that would and would not be.

Finance Director Nichols pointed out the Public Works Dept. is aware that along with this installation, knowing there is some older and fragile piping, we expected to have some breaks and it was budgeted for. We want to keep a good record between the contractor, Utility Maintenance, Public Works and

Utility Billing in order to determine the cost of that, whether it is because of the installation or the older, more fragile pipes in the older parts of town.

Commissioner Straface asked the city manager about the agenda wording and what we would be acting upon. Finance Director Nichols said she could answer that. When Mayor Pro-Tem Rentschler asked her to get this information together he asked about policy. She thought he was asking for this item to be discussed so that the commission can understand how this project is working.

Commissioner Straface asked if we were going to be acting on a policy for repair, and the city manager said no.

Finance Director Nichols introduced the contractors in order for them to give a short presentation.

Mr. Mark Green from the Zenner Company explained that to date they had about 3,000 meters in the ground. He displayed on the overhead the readings from the meters already in the ground. To date they are able to read a little over 99% of all meters in the ground, and are getting good feed-back. We can detect issues and he looked at the leak alerts on the customer side; he explained how it works. He next showed some sample reads and how to read the report. Mr. Green explained infrastructure had been placed around town on city facilities (see pictures in agenda book), and then explained how the process works. They are about 99% done with Cycle 1, with the exception of a few repairs that need to be done on the city side, and scheduling issues with larger meters such as at the College and Space Hall Museum. Cycle 2 is about the same; we have had to stop Cycle 3 because we are pursuing a resolution to the inspection issue. This was at the request of the City and Zenner so we could find a good solution. He referred these issues to a representative of Darnold Plumbing.

Abraham Moore of Darnold Plumbing came forward to address any questions.

Mayor Pro-Tem Rentschler asked him about the size of the new meters, and that they were slightly larger than the original meters. Mr. Moore said there were several different manufacturers of meters, and some were slightly bigger than those in the ground. He said the City Water Dept. could tell you more, but what they had run into was that it was very rare they have the Neptune that is a little bigger. So, if we pull a meter that is 7" long and we have a meter 7.5" long, that is giving us some issues.

Mr. Mark Green showed a slide of that. He showed an older census meter and a new Zenner meter that is slightly longer. The Zenner meters are at the current standard so they do comply with all standards set on the meter sizes. Whatever was put in years back, may not have been up to standard at that time.

10. Consider, and act upon, the dispensation of the Atari Cartridges and approve the agreement with the TBHS. (Brian Cesar, Public Works Director)

Public Works Director Cesar told the commission the last time this had come before the commission he had been asked to come up with a plan of action to distribute the games and other materials taken from the old Alamogordo landfill. He pointed out the proposed agreement in the agenda packet between the City, the Tularosa Basin Historical Society (TBHS) and the NMMSH. There was also a proposed certificate of authenticity and a plan of action.

Mayor Pro-Tem Rentschler asked the condition of all these items, whether there were any contamination concerns and if we were testing them. Public Works Director Cesar said the games were just like they had been when removed from the landfill.

Mr. Joe Lewandowski addressed Mayor Pro-Tem Rentschler's question about the cartridges. He didn't see any reason to have them tested, but if the commission felt differently, they could do so. They had spent over \$12,000 in environmental sampling and nothing in this cell was hazardous. If it had been,

they would not have been allowed to go into the cell. It is up to the city if they want to test them, but he had not found any reason to do so.

Mayor Galea reiterated that the vapor testing was done to the cell, as well, so if it were contaminated these games would have been contaminated. Mr. Lewandowski agreed, but said there had not been any testing done to the individual cartridges.

Commissioner Straface read from the plan under September 30th, 'The process procedure for the release will be presented to the city manager or the city commission for approval to proceed.' He interpreted that it may go to City Manager Stahle and we may not be involved in the decision.

Mr. Lewandowski responded the thought was to not have to come back to the commission every time there was movement of the games. He recommended anything major, so the final approval to proceed would come to the commission. All the cartridges are owned by the City of Alamogordo, and we have a request from a museum in Rome, Italy for a donation. He then said he would talk to this commission as the vice-president of TBHS, saying the TBHS would not send anything to Rome, Italy without the commissioners' permission; the agreement says you have to approve something like that.

Commissioner Straface simply wanted the process clarified so someone couldn't contest anything in the future. He remarked he was fine with the city manager approving that, and simply wanted everyone to be aware of that condition.

Mayor Pro-Tem Rentschler asked if the value of the games had been determined. Mr. Lewandowski said no. Part of the problem was that this is a unique situation. They are worth \$9.00 apiece on EBay but those aren't a part of this legend, and there are a limited number. There are 792,000 down there and we got 1,300 out; 100 went to the film company, and this increased the value of the available ones. He knew there had been a \$500 offer for an E.T. cartridge. The primary goal is they go into museums in order to tell the story. The second recommendation is the City keep a certain number in inventory for whatever you decide to do in the future, and the balance will be what you decide to release. He recommended releasing them in three separate auctions, because there isn't a set number on them. He had some recommendations for a minimum bid and see how those 400 sell. The second round would have less than the first round, and by the third round, the last chance to get one, the prices would probably escalate. This gradual release was the recommendation. He said they definitely would not be releasing Pele soccer and some others with historical value; these would stay in the inventory for museums. We would possibly release a few to the museum in Rome and some to NMMSH; you would not be giving any to museums, you would simply be loaning for display.

Mayor Pro-Tem Rentschler asked if there was a problem with the Anti-Donation Clause, and Mr. Lewandowski said there was not, since you are not giving them to TBHS; we are simply holding and taking care of them for you. We will work with the NMMSH staff to catalog, inventory, seal them in bags and then they would be locked up at the Museum. We would submit a request to remove them if a request came to us. When some are sold you will be getting money back for them so it would not be in violation of the Anti-Donation Clause.

Commissioner Hernandez moved to approve the agreement with TBHS. Seconded by Commissioner Baldwin. Motion passed with a vote of 7-0-0.

11. **Consider, and act upon, the approval of Out of State Travel for the Mayor to attend the Association of the United States Army on October 13-15, 2014 in Washington, D.C. (Susie Galea, Requestor)**

Mr. Harv Hamilton addressed the commission on this item. He said that since January of last year he has attended almost all of the commission meetings and has received hardcopy minutes of all the meetings. He felt he had a pretty good idea of how the city commission members should interact

between themselves, the City Staff and the media. He was present when the last commission set limits on what money it's members could get for travel and where they could receive reimbursements. He had a good idea of what could be discussed at Executive Sessions and what they could and could not reveal from those sessions. He has seen at least one staff member ridiculed and insulted here, and if I had been in his place, I would have told the commission where to stick it, but I don't have to worry about putting food on the table. This is not Chicago, it is not New York. The City Commission as a whole makes policy and supervises its only employee, the city manager. If four of you decide to you can fire him tonight then he would be gone. A lot of people out here and the ones I've talked to don't understand that. The city manager is the one who manages the staff day to day and if there are any problems with how he manages it, the commission as a whole needs to get together on it; it can't be just one person, and I don't think I misunderstand that. A couple of weeks ago I read an article in the local newspaper that should not have contained some items and should have contained or pointed out others. Today's commentary by the mayor makes me believe she should resign if she doesn't understand and have commission members understand what her job is. Other commissions here, I would think, are in the position to sue her for some of the things she has done of late. A previous article reminded me of how I began to distrust the media during the 38 months I was receiving combat pay going to Vietnam. I extended twice for a year; they wouldn't let me extend for the third time. I blame the media for extending or prolonging that war, and many of the deaths and destruction that happened because of the media, not just the people who were the war protesters, but they were led by the media. Now, I'm not saying you can compare this article with Vietnam, but it hit this small city just as much like a bomb as Vietnam did, and it has caused a lot of dissention and upset, some of which I saw yesterday at the Fire Chat meeting. It was apparent at that meeting most of the people don't understand how the commission works and how the city works. I wonder why the Mayor ran for office because she knew the rules; she sat on the last commission and it just doesn't make sense to me that given that knowledge she should be pushing people around or making the comments she should. I don't think the media should be asking her questions. The city doesn't have the money to finance whims of commissioners or the mayor. They don't really have an awful lot of money to spare for anything. In those articles, one of the cardinal rules of leaders and management was broken, and that is praise in public/criticize in private. Since the commission includes public officials, that doesn't apply. I base these comments on the following: four years of ROTC, 22.5 years of service in the military, earning a Masters in Human Resources Management, teaching Leadership and Management to military for five years at HAFB to new and mid-grade sergeants, supervising groups of more than 100 and giving intelligence briefings to more than 50 air-crew members and other military units, and they're tough to deal with because they are sharp, being on briefing teams for generals, briefing other chief generals including Secretary of Defense McNamara and running a business and supervising people in other businesses. Having good ideas does not give the Mayor the right to run roughshod over people and the rules. She isn't the only one who can get things done and she seems to think she has to be that. As the city government is presently organized, and I said yesterday the mayor is kind of like a figurehead like the Queen of England, and she can only have the powers the other commissioners grant her, and virtually nothing else. He thanked the commission.

Michael Shyne commented that he had been selling commercial real estate for four decades. He wanted to address the idea some people have that travel is vacation time and that when the mayor goes on a trip to promote Alamogordo it is vacation time. In the forty years I have been selling commercial real estate, many times I would travel somewhere and visit someone face to face, and other times I tried to build that relationship without doing that. Today it's even easier for us to think that we can build these relationships without going somewhere because the internet is used sometimes I think, excessively in place of closer contact. Today it is more important than ever before because of the nation's economy. Ten years ago we were all competing trying to get businesses and jobs to come to Alamogordo, but the competition wasn't great. Today it is tremendous; every single city is doing everything they can to generate jobs to bring money and revenue and programs to their cities. That's why this travel and building face to face relationships, I think and I hope you think, is more important than ever before. I'm asking you to look at the Mayor's requests to travel places, to spend city money as long as objectives are set out and reports are given afterwards. I'm asking you to look at these expenditures as very valuable, because the money that will be spent is insignificant compared to the

benefits the Mayor is going after. Now, it is easy to think we've got the Chamber of Commerce and OCEDC and the Committee of 50, but what separates them from the Mayor is that the mayor is the top elected official from our city. So, when the mayor meets people in other cities they have a completely different perspective on the relationship than they would if somebody is coming from OCEDC or the Chamber of Commerce; it is completely different. It is taken much more seriously and the value and impact and benefit to our town is tremendous. So, I'm simply asking that you look. It's so easy to think we're just financing somebody's vacation; not at all. This is a lot of work and it is a huge benefit to our town. He thanked the commission.

Mayor Galea said she requested that this be added to the agenda for out of state travel for the Association of the United States Army (AUSA) trip. The commission will see in the agenda packet there are a number of items to include the itinerary and a letter from the El Paso Chamber of Commerce signed by their president and their Chamber Board president. It is a formal letter of request and she read the letter (in Agenda Book). The mayor then showed a short slide show to explain what the purpose of the trip is and how it impacts our region, and not just our region, the City of Alamogordo (in Agenda Book).

Commissioner Sikes said in our packet there is a letter dated September 5th, and as you stated it is from the El Paso Greater Chamber of Commerce and she was curious that if the Arms Committee did indeed feel Alamogordo is such an important part of this triad, why wasn't Alamogordo invited. Mayor Galea said Alamogordo was invited, and Commissioner Sikes said no, they were not. They received no invitation to attend the Arms Meeting. I called and asked and we received no letter of invitation because it has nothing to do with us.

Mayor Galea said all commissioners are welcome to join me, are invited. In fact, we have other members of the Arms Committee that are part of the Chamber through the Committee of 50, and that way they have invited the Chamber itself.

Commissioner Sikes said the letter was also dated September 5th. The meeting has been in planning for a number of months; the fact it was dated September 5th indicated to me that it was probably a request made by the mayor to write a letter to invite her. That's all I could surmise; I'm not saying whether that's true or not, but that's what it looked like to me. It's an addendum to our packet and wasn't even an initial addition, so if people from OCEDC and the Chamber are telling me that we weren't invited and that it has nothing to do with us, I don't understand why we need to send you.

Mayor Galea said she understood her questions. She said I wish you could have called me and said that was your question before the meeting; I would have gladly answered it then. The original item is an original agenda item and the letter is an addendum to the agenda packet. I did say there was some discussion amongst the commission that there was a disagreement as to whether or not it was a meeting worth her time and worth the peoples' money, and so I said a formal letter of request would be beneficial.

Commissioner Hernandez moved to deny the travel. Commissioner Sikes seconded the motion. Motion carried by a vote of 6-1-0. Mayor Galea voted nay.

Commissioner Hernandez moved to approve that if she finds funds to go that she does not represent the Commission or the City of Alamogordo.

The Mayor said she is mayor even when she goes to Wal-Mart, and Commissioner Hernandez said that's fine, but we're asking that you not represent us. Mayor Galea said you are asking that I not represent you, that's your motion. Commissioner Hernandez said yes, m'am.

Motion died for lack of a second.

A-7. Consider, and act upon, asking staff to produce a Censure or No Confidence Ordinance to supplement the current pay ordinance. (Robert Rentschler, Mayor Pro-Tem)

Mayor Pro-Tem Rentschler said he brought this item because there has been some discussion among the commission about the ability to censure members no matter who they are. This isn't necessarily directed at any individual on this commission. What this does is give accountability to all of us. This ordinance could be used against myself, against any commissioner, against the mayor, against any commissioner sitting here. All it does is say we should have a way when a publicly elected official has really gone off the reservation, done things to the detriment of Alamogordo, we can say that's enough, you've got to stop. If it is approved at this point, this is to ask the city attorney to produce something like this. It could go as far as eliminating pay, eliminating travel for whatever period or definition that the commission as a whole thinks it should be. Again, this is not necessarily at this point in time directed against any particular member of this commission, but it could be once it is actually a law, if it becomes law; it's only accountability. All we're looking for is a way to hold this commission accountable to ourselves. It does not and cannot remove anybody from office, but what it says is we need to be responsible to each other, we need to be responsible to the citizens and what they are telling us. It is an area that is probably lacking within the City Ordinances. What you find is the pay is based upon for a commissioner and mayor the charter and the pay ordinance. The Charter guarantees us, and cannot be taken away, \$50 per regular meeting. Every commissioner you see sitting here tonight receives \$50 for their presence. That is Charter ordered and would not be removed. The pay, on the other hand, is ordinance directed and we establish ordinance. This is just a way for us to be able to say there's a way for us to correct something that's just gone way wrong that may at some point in time cost the City a lot of money. We need to be able to put an end to it before we actually get to that point.

Commissioner Hernandez said he also agreed with that. The only thing he would do, and he didn't know if it was a good thing or not, there are certain items we have where we have to go to a super majority which would be five votes in order to pass something, versus the normal four votes. He thinks this would probably be one of those items because it is pretty easy to call four people, but to do five or even six is pretty hard. I would say if we do this, it would be by a super majority vote which would be the five. That way the public doesn't think just four people got control; when you get five votes, that's a lot.

Mayor Pro-Tem Rentschler added that for him to be removed as Mayor Pro-Tem, what it takes is two seconds and a super majority of five. He thought that was a very reasonable thing to consider that it should be along that line.

Mayor Galea said she thought this was kind of what she asked for, but not exactly something she thought was positive. If you recall back to the meeting minutes from March 2014, I had asked the commission to help me with something creative, something over and above what our Code of Conduct currently states, something other commissioners aren't doing; to help me create an accountability program from within the commission group. I think that the commission has already decided that we have something that Dr. George Straface has brought to our attention as an opportunity for us to adopt covenants and goals and policies that would help us remain accountable to ourselves. I have a question as to whether or not a pay ordinance is something that the Attorney General would view as a positive ordinance, something that you can enforce in this term. For example, when you passed the ordinance originally it was not effective in the current term it was passed. For example, it was passed under Mayor Griggs' time that the mayor would receive \$750 a month for compensation for their travels, and I don't know this could be enforced under the current term.

City Attorney Thies stated the mayor was correct that you can't reduce the level of compensation during someone's term, but this does not necessarily follow that. You couldn't penalize the person by reduction of compensation even though that compensation would remain the same, and as far as limits, it's \$500 per month for commissioners and \$750 for the mayor if you structure in such a way as a

penalty or a sanction and not a permanent reduction, but a temporary reduction of the level of compensation received by the elected official.

Commissioner Straface asked Mayor Pro-Tem Rentschler if he would be very clear on how he sees this ordinance impacting us and be as specific as you can.

Mayor Pro-Tem Rentschler said what I see this ordinance doing, and again I don't know that it is directable at this point in time, some may think it is but I don't know that it is. This ordinance would be something that would stay with future commissions, for this commission and future commissions from now on. I believe, again, that there comes a point in time when there's that possibility you could say this really is starting to hurt Alamogordo and has the possibility of costing us a lot; commissioner, mayor pro-tem, mayor you need to quit. I think that is where we are at and as far as the specifics and whether it's for a month, whether it's for a year, whether it's for six months, whether it's complete loss of pay, whether it's 50% or a quarter, I think all that would be what we would ask the attorney to come up with; some sort of gradient that would be like that and the commission could actually use.

Commissioner Straface said maybe I'm just ignorant, but I would like you to look at that ordinance with me and tell me where it says that, I don't see it.

Mayor Galea said the ordinance is established as a level of pay of \$500 for each commissioner and \$750 for the mayor, so I choose to take it personally when you are going to remove travel from the only person that does the lion's share of travel.

Commissioner Straface said I don't see it. I understand the pay and all that, but where does it say in this ordinance, given whatever occurred to say as a commission, we are going to prohibit somebody's expense request or reduce their salary. Mayor Galea said it is not in there. Commissioner Straface asked if that was the proposal and Mayor Pro-Tem Rentschler said that was the proposal.

Mayor Pro-Tem Rentschler said that is the proposal, to add that to it. Commissioner Straface asked to add that to it and ask staff to develop it? Mayor Pro-Tem Rentschler said that is right.

Mayor Galea said I think the staff has just said there isn't statutory authority within the term, I do believe that would be financial coercion.

Commissioner Straface said in your position, Madam Mayor, and I do understand that, what you are saying is it would have to happen on the next term. Mayor Galea said yes.

Commissioner Hernandez thinks this is something we can ask staff to research and look at and see what is available, if we can do it currently or have to wait until the next time. With things that have happened and are happening, I think it is something that needs to be in place whether for us or for the next commission.

Commissioner Hernandez moved to approve having staff look into the possibility of writing a supplement to the current pay ordinance or whether it's for the next election.

Commissioner Turnbull asked if this wasn't what a recall election was for. Couldn't that be done to get rid of all this? I'm just asking, otherwise this wouldn't be for this term or any of us. I'm just curious; that is kind of what a recall election would be for. Mayor Galea said that is correct.

Commissioner Hernandez agreed with her; there is a process of the recall election. Currently it is almost impossible to recall even a commissioner, because of the amount of signatures needed, the amount of people who actually vote. It would have to be somebody that went out and worked it. The current situation that we have here, and I'll bring it up since we're being asked, is that we currently have on record eight hostile work environment claims filed against the Mayor of the City of Alamogordo. If you guys want to see those, if you want to know about them come talk to me and I'll show them to you.

That is one of the reasons I support this is because a recall does not cover that. The citizens don't know about everything happening within our community. We have to have some sort of recourse in order to take care of these. If this is true, if this is happening, what do we do? Do we let our mayor run amok, do we let our commissioners run amok and do what they want? No, we don't. There has to be some sort of recourse to take care of those. That is one of the reasons I support this.

Mayor Galea asked him if he could state for the record the whole story, provide the whole overview of why there is a hostile work environment, or would you like me to do that. Commissioner Hernandez said I don't know why there is; I just know there are eight claims of hostile work environment.

Mayor Galea said it is relating to my statement in the newspaper on August 4th. There is a story..... Mayor Pro-Tem Rentschler interrupted to say this is more than..... Mayor Galea said no, you are going to let me finish what I'm saying because he alleged the mayor has created a hostile work environment, so I'm going to Commissioner Sikes interrupted to say to the mayor I would really hope that you don't open up this can of worms. Mayor Galea said ok. Commissioner Sikes said I would really, sincerely hope that you don't. Mayor Pro-Tem Rentschler called the question. Commissioner Sikes said you start talking, we're going to start talking. Mayor Galea said go ahead and start talking. Commissioner Sikes said ok. Mayor Galea said you want to talk about how there's micromanagement of city staff and our engineers have often left, and how we've lost other staff? Commissioner Sikes said have at it. Mayor Galea said it is ok for a blanket statement of hostile work environment to be made but no explanation. Ok, I think you all can read the newspaper from August 4th.

Mayor Galea said there is a motion on the floor. Is there a second?

Motion is to direct staff to look into a supplement current pay ordinance and whether it can be done currently or after the next Commission that sits in 2016, in order to allow the Commission some sort of leeway to hold commissioners or the mayor accountable for actions. Commissioner Sikes seconded the motion. Motion passed by a vote of 5-2-0. Commissioner Turnbull and Mayor Galea voted nay.

Mayor Galea said I am not to tell the whole truth.

A-8. Consider, and act upon, a request for a policy regarding the White Sands Community ditch that has been abandoned by the South Side Diversion projects. (Robert Rentschler, Mayor Pro-Tem)

Mayor Pro-Tem Rentschler said I brought this after more than a year. He showed a map on the overhead of the ditch in question. He pointed out the ditch running down the middle of White Sands Community, which is a mobile home and RV park. For 50 years, the City of Alamogordo has maintained this, since it was incorporated into the City. About a year ago we found out that it may not belong to the City and the County may actually own this. The problem is this ditch is no longer in use at all and has been abandoned by the southern diversion channel flows. There are concrete channels on either side of it, and he pointed to the area on the map. There is a low water crossing and we have been maintaining this ditch for decades. He thought we should continue to maintain the ditch. At this time, the weeds are hip high and mosquitoes are bad, and he felt it was a quality of life issue. He has known the manager for many years and he would like to see an agreement for the city to continue maintaining the ditch or fill it in since it is no longer used because of the newer system of drainage ditches. There is a lot of dirt dumped on another vacant property from work the city has done that could perhaps be used to fill in the ditch. The present problem is negatively impacting the mobile park business.

Pat Stewart is the manager of this park and she addressed the commission. She stated she had been there 16 years and the city has mowed this ditch for those years. She has a lot of snow birds, RVs that come and go to see our town and they like to take walks along the ditch. Right now the ditch has got

skunks, mosquitoes, snakes and more and is about 10 feet tall. This year when she called to have it mowed the city said it was the county's and the county said it was the city's. The elderly, the snow birds and the RVs walk their pets and take their strolls in the evenings and they are scared. It is hurting our business and hurting the town. She requested to have it mowed.

Bill Dennis who lived in this mobile home community came forward. He stated he has lived there for almost 31 years. About 10 years ago he called the city and they sent Code Enforcement out who told him when the flood project was finished this ditch would be filled in and the land would be given to the owners. He would like it to be filled in since it is a breeding ground for mosquitoes.

City Manager Stahle said he wished he could say we are addressing these weeds tonight, but we are down some staff and are trying to keep up with the explosion of weeds throughout the city. When we were dealing with the other part of this easement we found the city does not own this particular part of the easement, it is the county's. He had notified the county manager and they had received all paperwork on this. He felt the goal of the city and county was to get rid of the ditch because it isn't of any value and is clearly creating havoc for the residents. When he discussed this with the county manager, she reiterated she is working with her staff and they want to meet out there to discuss the boundaries. It is his understanding the county has accepted responsibility for the ditch and will send people out to take care of it as soon as they can. He asked everyone to give the county a little bit of time and see if they take care of it, a week to 10 days, and if they don't, we will. He said he would need direction from the commission to do anything. There is a legal process we must go through to abandon the easement, and as you might recall the abandonment of the other portions of this easement were problematic. He explained that process was difficult since the owner was deceased and the surrounding property owners had to go through legal maneuvers to take ownership. We don't own it, we have communicated with the county, the county has agreed to get out there and deal with it as soon as they can, and they have been talking to us about it. City Manager Stahle said he has had conversations with Mayor Pro-Tem Rentschler about finding dirt to fill it in, and we can work with whoever ends up with it, easement of no easement. Our ultimate goal is to get rid of the ditch, it will simply take time.

Mayor Pro-Tem Rentschler said he would like to see two things, to set a hard date of 10 days and if it is not done by then, the city will come and mow it. City Manager Stahle asked him not to say that to the county. Mayor Galea said we are not allowed to interfere with the county, but we are going to give them 10 days.

Mayor Pro-Tem Rentschler said ok, 10 days or we do it because it is in the city and we need to preserve the quality of life for these people. The second thing is as the Corps of Engineers finishes cementing the McKinley channel.....and he noted the city attorney was shaking his head.

City Attorney Thies said the next phase to be worked on is to reshape the curve (he pointed out on the map). He did not believe it would be cemented since the Corps of Engineers opted not to concrete the entire McKinley Ditch in order to maximize the money they had. Instead, they will only concrete the box culverts that run underneath the roads. They will more than likely be lined with rock, similar to what was done on the east side of Florida.

Mayor Pro-Tem Rentschler said there was a large pile of dirt at Fairgrounds and Pecan that could be moved over there. The last time that dirt was available, the city staff told them no according to the superintendent of the company who has been doing all the ditch work up here. He wanted to make sure this doesn't happen again, and if there is any permission to be had we need to get that permission so we can fill this in and make it an area that could be of benefit to the city.

Mayor Galea said to the city attorney she understood why our staff would say no to giving away a product belonging to the city so there wouldn't be an Anti-Donation, and she understood the need for a contract which she hoped would be pursued.

Mayor Pro-Tem Rentschler moved to approve that we mow it in 10 days if the County does not and that we pursue ensuring we can fill that ditch with any excess dirt generated by the Corps of Engineers as they continue this other diversion channel.

Mayor Galea asked what the budget impact would be of doing this work for the county. Mayor Pro-Tem Rentschler said we have done it for years and years and it is in our budget.

City Manager Stahle thought it had been described earlier that one individual with a serious mower could probably knock it out in a few hours. It is an issue to make sure they don't hit anything that would break the mowers, and he didn't know how the county would do it.

Mayor Galea was specifically talking about the dirt work that was part of the motion.

City Manager Stahle said he didn't know if we own the dirt and if it is already called for by someone else, but he got the message if we have extra dirt and can work out a deal with the county who owns the easement we can work out a way to fill it. Mayor Pro-Tem Rentschler said they were looking to get rid of it.

City Attorney Thies said normally as part of a construction project, the general contractor is responsible for hauling off the excess dirt, and they are looking for the cheapest way of disposing of it as possible. That's why during this last phase of the McKinley project they hauled it over to one of these other vacant lots. We can talk to the Corps of Engineers who will be awarding the contract for this phase prior to the end of the Federal fiscal year (end of this month), and this contractor could use that fill in this ditch.

Commissioner Straface said it seems when we start saying we are going to move dirt, mow the ditch, let's do it in 10 days, we are engaged in micro-management. We need to ask the city manager to work with his staff to solve this and report back to us.

Commissioner Hernandez seconded the motion.

Mayor Pro-Tem Rentschler said this has been going on for about a year and a half, quite a while. That is the reason it has finally come to this point to bring it to the commission.

City Manager Stahle said one important part from his perspective is if we are going out to do something now that we know we are not the owners of the property/easement, it is important that you direct us. This motion would be important if we are going to mow it.

Commissioner Straface said we engage so much in micro-management that it bothers him a lot. He understood the history and the city manager's need at this point, and he will support it.

Motion passed by a vote of 7-0-0.

A-9. Consider, and act upon, approval of Lodgers tax in sponsorship of the international event hosted by New Mexico Museum of Space History in Alamogordo for the DCA International Space Hall of Fame Induction. (Susie Galea, Mayor)

Mayor Galea is asking that no action be taken and the item be removed.

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

Mayor Galea stated if there are no objections she would appoint Mary Hammon to the Mayor's Committee on Aging and Ray Vincent to the Parks & Recreation Board. There were no objections.

PUBLIC COMMENT**A) Sharon Hodges commented on the following:**

Sharon Hodges reminded the Commission of the "Gosh, I Wish I Hadn't Said That" presentation at a recent commission special meeting and she had got a lot out of it. She hoped they had the opportunity as a collective body to talk about it. She said the things the commissioners say and write, and the repercussions it has on them and their positions and on her as a resident of the city, have the potential for litigation. Litigation means money out of coffers that we don't need to be spending. She felt the commission needed to be working together and mentoring each other, so before you say something you talk to each other first to decide if it is a good thing to say. You followed that special meeting up with a work session on how you could collectively work together and have common goals. I listened to you and watched your body language. She said she had gone to the school board meetings much as she comes to these meetings and was embarrassed because that was not as we should be acting and representing the people you are voted to represent. Dr. Straface came and in a very short time turned that board around with this same work plan. She understood the barriers because she saw a broken commission, the trust is not there. She wanted them to heed his words and work together, and remember that when you took that oath of office, you took it to represent us. You need to put your egos aside and remember why you are there. When you start holding each other hostage for your own agenda, shame on you. When you go into the public and only use a portion of the information to rally the troops, to come in here on your behalf then shame on you, because they don't have all the information. You put your fellow commissioners in a very difficult place. She was proud of them because they could have said some things that were very hurtful and shameful, but didn't. She addressed the mayor by saying she was the first in a long time that got the confidence to be sitting where she was, and it is up to you to start building fences. You are the public face and no commissioner needs to be cleaning up after you or explaining your behavior. She looked to the mayor to watch her words and begin mending fences. To the commissioners she said she challenged them to work with fellow commissioner, Dr. Straface, and come up with a plan. She had been on a long road trip with her husband and said they could live anywhere they want, but we came back to Alamogordo. She had come here as a child in 1958 from the Jersey Shores, and it took a long time to learn to love this place. She loves Alamogordo and isn't going anywhere, so she expects the best of the commission. You need to duke it out somewhere else and when you come in here to face us, you need to use the dignity of your oath of office. Next time you go to the media you need to watch your words because they hurt. When you leave out information you do a disservice not only to this commission but to the City of Alamogordo and the very people you were elected to serve.

B) Judy Tucker commented on the following:

Judy Tucker said she lived on Sunset Ave. in Alamogordo and was the widow of an Air Force retiree. She was involved as a volunteer in many areas of town and was a pink lady at the hospital. When she read Susie's article today, she was happy that somebody was going to reach out and try to get this community to grow. When they were stationed at HAFB in the 1970's, the big excitement was when McDonald's opened. We came back after her husband retired and thought this town would have grown, but were distressed to note it had shrunk. Having been an Air Force wife for 23 years, she knew the impact a base could have on a town. She felt it was extraordinarily important, and she hoped she would continue trying to do what she has for the town and write the way she has so other people understand what is happening. She felt the rest of the commission should be ashamed of themselves for keeping her from doing that.

C) Robert Clock commented on the following:

Robert Clock, 602 S. Florida, said he watched tonight's meeting. He thought he was at Mayor Galea's first meeting and told his wife, 'Oh my God'. He had served ten years on the Planning and Zoning Committee in Westminster, CO, and lived there for 40 years. He was involved in politics all of those years. What he saw in the mayor we elected by a considerable margin, to him she is maybe a notch above. He found it disheartening to see another commissioner act like a pit bull to our mayor, and he didn't like that and didn't think the voters in the city did either. He said he had only been here five

years, but he saw a town he liked and was a nice place to live. Every egg we have is in HAFB, and if someone doesn't reach out and try to bring something into this town we will die; you grow or you die. He was born and raised in a little town in Minnesota called Austin, MN, the home of Hormel and Spam. At one time Hormel was a prime place to work; they had a 40 hour week before it was thought about anywhere else; you had to give a 52 week notice to lay someone off. Today, Hormel is very poor and has a lot of plants all over. Back then, there was only one plant and it was in Austin. What he was getting at is that Austin, MN went from being the pride of southern Minnesota to losing out to other towns which are much larger. In 1954 when he graduated from high school in Austin and was looking for a job, he went to Hormel who put him on the list with 162 ahead of him and they hadn't hired anyone in nine years. He decided to go into the military instead. He wondered how many young people graduating from Alamogordo High will live here when they are our age; not many because Burger King and Wal-Mart just don't cut it.

D) Eliza Fernandez commented on the following:

Eliza Fernandez said she was a citizen of Alamogordo and had been in New Mexico about 14 years and in Alamogordo about eight years. When she moved here her income dropped about \$22,000; there was nothing here. She had a job where she had more responsibilities of managing three different motels, their receivables and payrolls, and when she got here there was nothing for her. Fortunately, she did have family here and had been a military spouse for 14 years; that's what brought her here. As a military wife she was a family readiness provider and when other spouses deployed she was their point of contact. She went to state meetings from 2002 up until this past year and she had the opportunity to go to a national conference got more resources, information and guidance to share with those military members. She is now also in law enforcement and has been for five years; prior to that she worked at HAFB as a volunteer victim advocate. So, she has dealt with people in all walks of life and culture backgrounds, and she has found the younger generation here and that have been brought to HAFB think there is nothing for them here. Alamogordo is amazing if you have a family, but when she moved here in 2000 there wasn't a Chili's, Applebee's, Buffalo's or Carl's Junior. We have gotten more businesses in the past seven to eight years, and networking is essential. In law enforcement, training locally is great, training throughout the state is great; extending those points of contact and networking is extremely important. She has been with the PD for about five years and has been a detective for over a year, and there are people she reaches out to from other states who have come here to work with the City and our detectives free of charge. She can contact one of them now and have a response in a matter of minutes who is a national expert and an essential tool for us. Without that travel and point of contact she wouldn't have that resource. She is going through training this week and has met people from other agencies that she will continue to remain in contact with. So you have more than five years of experience, combined. Her concern after hearing the things said was that she does her best to be professional at every turn and hold herself and her actions accountable. If something is wrong even though it might get her in trouble, she will speak to the issue; she hoped that as elected officials representing the City they would bring attention to any wrongs since the public might not know about them. There are things she does on a daily basis that people don't want to know about, but she still has the responsibility and accountability to the citizens of Alamogordo. She hoped as they review, a complaint might be made and a valid complaint is a little different. We should dig more and be more open. There have been things she has seen and research she has done through Public Records Requests that make her wonder why things have not come out more in the past, why things have not been addressed. She said if a valid complaint was made against her and her bosses decided she could not travel or go to training, it would be hurting the City of Alamogordo because they would not have a properly trained individual. That really needs to be addressed and keep in mind the state of New Mexico is huge and Alamogordo has been on the map and in the media for positive things. It is a beautiful city and a wonderful place to live, but there are some skeletons that have been brought out to light. There needs to be transparency if there is nothing to hide. Everyone won't be happy with the decisions you make, but that's why you were elected to represent us and make those hard decisions.

E) Pat Galea commented on the following:

Pat Galea said she usually sits quietly to observe. She came to Alamogordo about three weeks before Susie was elected as a commissioner and lived in her home when members of this commission started

calling to say they had two people on the commission who both think it is their turn to be mayor and we don't want contention, so we would like for you to accept the position of mayor. She fully recognized Susie was a young, blonde woman who was a military wife and who hadn't been in the community very long, and someone may have thought they would have someone they could pull puppet strings on. She was sure they were very disappointed because you have a young, blonde woman who is a military wife who is very on-the-ball, willing to reach out and accept the challenge. She has heard people say she hadn't lived here long before becoming mayor, but she did not seek to become mayor. She said I have also witnessed other people on this commission really step into it up to their hips. I was at the Snake Plant when the mayor, the governor and other elected officials were present and the mayor gave a wonderful history of the Snake Plant, information I did not know, but failed to recognize after telling us the Air Force had paid for and installed a pipeline for 30 miles, the mayor didn't acknowledge the presence of the reigning HAFB official, didn't put a shovel in his hand and allow him to participate. That was a pretty big gap. Yes, there were some comments made in the newspaper that gets wide circulation. I'm sure every one of you can look in your background and find things you wish you had not said. I can tell you only that the highest tribute my son has paid to me was to marry the woman who is very much like me. I retired from the military as a civilian, a GS12 workforce panelist. I am one of those people who when you close the door, I am looking for an open window. I am one of those people that has sometimes opened my mouth and put my foot in it up to my knees. My husband will tell you that sometimes I do not know when to shut up. I know that when Jay selected Susie as a wife he didn't choose her because she was going to become a public official, he chose her because she makes a wonderful wife and a good mother. Most of the time when I am with Susie or with Jay, we're not talking about the City or about things that happened among the commission. We are talking about my granddaughters and who needs a ride to soccer and robotics at the same time and how I can help and when do you need help; can I come over and help clean house because Susie's out-of-town for the week. We don't discuss what goes on with you guys very often. She hoped that as an old lady you will listen to me, and when you go into your Executive Session that you guys will consider a group hug, will consider the fact you all started out liking each other and there is no reason you shouldn't continue to like each other. That is just the workings in my mind, and I wouldn't have stood up but I had a nervous feeling that said speak now. I appreciate you listening.

CITY MANAGER'S REPORT

- 1) City Manager Stahle said our construction projects are well under way and we should be wrapping them up in the next couple of months. He thanked everyone for paying attention to all the cones and the relocated road you try to find in the morning after they have changed it five times the week before. It is difficult and there are a lot of roads that need work, but he was proud the commission had the foresight to borrow some money on some GRT to get some of the bigger projects completed. He thanked the community for tolerating this difficult time with all the construction going on.
- 2) He had some good news from the FAA. We have been worried about who will pay for a gas line relocation associated with the extension of the runway at the airport. We learned from the FAA this morning that a grant should be able to cover that, so instead of paying about \$40,000 on our own we will have the Feds pay 90%, the State pay 5% and we pay only 5%. It illustrates we are cooperating and continuing to cooperate with the other agencies.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

A) Mayor Galea commented on the following:

- 1) Mayor Galea remarked that as alluded to earlier, there was a majority of Customer Service staff who asked I make a public apology. Working with our city manager, he asked I make it short and sweet, but I have learned now that would not be enough for our city commission so I will deliver my full address to the City Staff.

"I would like to take this opportunity to sincerely thank you for your heartfelt letter from the majority of your staff. First and foremost, I want to state it is not my intention to create what you feel is a hostile work environment for anyone working in the best interests for our City. I am passionate about the

people who elected me to be Mayor and I really want to do what is in their best interests, and the best interests of the honest and hard-working employees of the City. That would include any City employee that comes to work every day and gives 100% to their duties. With regard to the email you reference in your letter, I write to Mark Citizen, 'I am of the minority group on the commission that believes that this is a criminal act committed not only by Armando, but by other employees he worked with.' This statement was made based on the information provided to me by the forensic accounting report dated July 2, 2014, conducted by the Sweetser Forensic Accounting. On page 2 it states the following: 'Although the first allegation was not substantiated, it is apparent that the employees in the Utility Billing Customer Service Department are not performing their duties in compliance with City ordinance. It should be noted that non-compliance is not limited to the Customer Service Manager.' The next paragraph is a recommendation and in there it states that, 'During an interview, one City employee was asked if they had a copy of the City's ordinance. They stated that they did keep a copy by their desk. If that is correct, giving the employees a copy of the ordinance appears not to be sufficient in order to insure compliance.' I am unaware if a copy of this report was ever provided to you, meaning the City employees. If not, you might request one to help clarify the situation. This was never meant to be a personal attack on any one of you or to any way impede your ability to obtain future employment, but simply a statement to a concerned citizen based on a thorough investigation provided to me. The reason I believe it is criminal is because I believe that our ordinance should be treated as law and by not treating all of our citizens fairly, I truly believe that we violated the law. Please see Section 1-01-020 Rules of Construction – Definitions from City Ordinance. Here are a few examples that have nothing to do with the Water Department to see if I can help you understand my perspective. If our citizens do not follow ordinance by allowing their property to become overgrown by weeds, we give them a ticket. If they do not comply then, we the City place a lien on their property which is enforceable by law. Please see 26-03-030 also 05 – Weeds Unlawful Growth and Removal by the City. The commission directed in the last year that a scheduled inspection route be established so that all public and private properties would be treated equally. If a business owner comes to the city limits and begins to do business without obtaining a business license, they have violated City Ordinance, and that is enforceable by law. You can see that in 17-01-100 – Offences, Nuisances, Procedures of Non-exclusion. Recently, Commissioner Rentschler worked to enact a Pigeon Ordinance, a nuisance ordinance, and the commission voted to pass the measure. Now anyone found deliberately feeding pigeons on public or private property can be found guilty of a petty misdemeanor or even a violation. You can see that at 7-05-030 and 050. Pet owners whose pets become loose and Animal Control catches them, lose the right to choose to spay or neuter those animals. That is a violation of ordinance by having their animals out of their control and therefore enforceable by law – 7-01-050 also 065. Again, it was never my intent to personally attack any of you in the Customer Service Department or any other staff, however, it is my role as the mayor to work with the commission, to direct only the city manager in order to protect the citizens by enforcing the City's Code of Ordinances. I stand by all the City Manager's choices in harmony with our ordinances and I do not interfere with personnel matters where the public's trust is not concerned. I do not necessarily believe that all of you knew of Mr. Ortega's misdeeds, and even if you did know it is understandable if you might have felt intimidated by anyone having more authority preventing any prior reporting of it. However, it is your duty as a City employee to deal lawfully and responsibly with tax payer dollars, and if you see them being handled unlawfully, it is certainly up to you to follow the rules and report the misdeeds to those in your chain of command. I feel confident that under the watchful eye of LeeAnn Nichols, your department will be heeded in a positive direction and no further digressions will occur, but that all citizens will fairly be held accountable for their water usage. I have been made to realize that the word 'stealing' may not have been the appropriate word to use as quoted in the August 4th news article, and that will be my last statement on the matter."

This was dated August 24th and I did not send it on at that time because the city manager preferred a short and sweet one, but that was not satisfactory to the commission.

B) Mayor Pro-Tem Rentschler commented on the following:

1) Mayor Pro-Tem Rentschler asked Public Works Director Cesar about the drain at North Scenic and Florida. Last time it rained we had a big mud puddle there again. Are we going to get that?

City Manager Stahle asked him the location again, and Mayor Pro-Tem Rentschler told him. He said there are other things, too. If you look at where the flood came across there, we had back-hoes and loaders that left these big, deep ruts and mud on the sidewalks, and there is still some clean-up left to be done. Since it has been a month, he was wondering when it would be fixed.

Public Works Director Cesar responded saying we do have that and the list of things we still need to address from the flooding. There have been work orders come in since that time on other issues including weeds. We hoped to have that addressed last week and we were not able to complete it. We are trying to have it done by the end of this week. Mayor Pro-Tem Rentschler thanked him.

EXECUTIVE SESSION

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

A-10. Limited Personnel Matters (City Commission)

Mayor Galea remarked to the commission that she had addressed this with our attorney, Randy Van Vleck, through the NM Municipal League regarding the Limited Personnel Matters for City Commission, and his opinion was that the commission is not considered to be personnel for purposes of the Open Meetings Act. A closed session to talk about a disruptive commissioner, for example, would be improper. There is, however, an exception for the Purchase of Real Property, for example. The mayor said she would not be comfortable going in to Executive Session regarding a Limited Personnel Matters (City Commission).

Commissioner Hernandez said we will then do that in public, right now. Mayor Galea said ok.

Commissioner Hernandez noted as stated earlier we have eight hostile work environment claims against the mayor. He said an apology does not satisfy that as our ordinances in our personnel manual. If someone has a hostile work environment against another employee or the city manager or anyone else, it must be handled through the proper procedures. He said I have looked to find out if this has ever been done; I have only found one. It was in Clovis where a commissioner and the county manager had an issue and they hired an outside person to come in and investigate it and give their opinions of what was done and what's to be done. So that is what I am asking the commission to do, because we do have to address these eight complaints. That is why I have asked for that. I actually have the person I have looked at who did the one in Clovis. The one in Clovis is quite a bit different and I'll give you the breakdown of that one. (All documents passed out by Commissioner Hernandez are in the agenda report) What I am asking the commission is that we direct Staff to look into bringing this person on board, or if not available, somebody like them to investigate this and come up with an opinion of what is to be done. I also have for you guys the actual complaints. I didn't make copies of the actual, the one from Water Billing, the seven, and will get to you guys if you don't have them. I believe as a commission we should address these as they were made. Again, I don't believe an apology, because that's not allowed by our handbook. It has to be investigated and brought forward and something come out of it. So, I'm asking the commission that we handle this in this sense.

Commissioner Sikes said she had a brief comment. Just from listening to the Public Comment this evening, I just want to say that I think that the commissioners are judged unfairly, particularly Commissioner Hernandez. When he brings this type of topic forward he initially wanted to bring it forward in an Executive Session because he doesn't want to embarrass the commission or the mayor. I find it very awkward to be going over this type of thing and a lot of blame will be thrown Commissioner Hernandez's way, and I don't think that is fair, because a lot of the topics we are covering are things that each commissioner on this commission has made a statement about. I don't know how to say it any less awkwardly, but I just want you to know that I would have preferred to step in the back and talk about this rather than embarrass the commission or the mayor. There have been some things happening that I personally don't appreciate, and I don't like for Commissioner Hernandez to take all

the brunt. For example, we had an Oktoberfest last year; a lot of things came out after that Oktoberfest that put us in a very, very awkward position. The mayor took it upon herself on social media to bring up the fact that the reason we're not doing Oktoberfest on city property this year is because the commission, and she kept referring to 'the commission, the commission, the commission', as if she is above the commission. The commission voted not to absolve the German Army of a \$4,600 invoice. That wasn't the only reason we aren't doing Oktoberfest on city property this year. We had a number of citations and I think all that got resolved; we had a lot of property complaints, the corners of Florida and Fairgrounds were left with vomit, urine, puke, glass, you name it that the people who owned the property had to clean up and they didn't truly appreciate that. The reason that we didn't have any police incidents is because Chief Duncan took it upon himself to make sure we didn't have police incidents by making sure there were extra law enforcement people available, which ended up costing us a little bit more than we anticipated originally. As a consequence, the invoice to the Germans was \$4,600 higher than they anticipated; they decided not to pay it and we decided not to absolve it, period. And some things that didn't come out that you may not be aware of is the fact that when they were unloading equipment in the parking lot, maybe the parking lot was a little bit compromised because leading up to Oktoberfest we had some rain and the asphalt was a little bit soft. They pulled an 18 wheeler in and it sunk in the asphalt and rather than leaving it there, they moved it two or three times. I don't know if anyone's noticed when you go to Grigg's Field, but that parking lot hasn't been repaved. It needed to be fixed at the tune of about \$40,000. The German Army wouldn't pay it and we don't have the money to fix it. There are a lot of reasons we did not do Oktoberfest on city property, but for the mayor to throw the commission under the bus saying we were the ones that decided we weren't doing it. It never even came before us this year. I think it was understood by the German Army that we would probably not want to do it. We didn't make any money on it, we got in trouble and we had an extraordinary amount of embarrassment when it was all said and done. That happened on social media, great, we have to deal with that and people questioned me up one side and down the other. And then, understand that over the course of the last few months, we have asked to work together as a team. I want you to know that we all like each other. When people make the accusation that we don't like each other, that is not true; I have a lot of respect for my colleagues. When we try to work together, and time and time again we find we are all working together with one exception, and we've made minimal requests that before anything be printed in the paper or thrown out there on social media, that we at least give our approval, or consent or at least we should know about it. It falls on deaf ears and it gets to us after a while. I think the Op-Ed piece in today's paper could have been handled a little differently. I think the request that was made in the thousands of words could have been handled a little bit differently. That being said, I just want everybody to know, don't focus attention on the individuals who speak up and call us things like bull dogs. We are just trying to be transparent, also, and as I said, I would have preferred in an Executive Session.

Commissioner Hernandez said the way he planned on handling this was through Executive Session, bringing it to the commission, discussing this as we are discussing right here and right now. This was just amongst the commission, no City Staff, ask the City Staff to come in once it was discussed and give them direction the commission chose. At this time, I would ask that the commission support me one of two ways; either answer the questions of the work place harassment that we are not going to do anything, or we ask Staff to engage in hiring an outside investigator to come in and investigate it, find the findings and then go from there. Those are the only two things I see, those are the only two options that I see. We either tell Staff we don't care or we do something, one way or the other. Or, unless there is a different way to address that, I don't know. I'm sorry our policy handbook, an apology does not cover what I believe has happened.

Mayor Galea said I'm sorry you misunderstood me. I wasn't apologizing to make any hostile work environment claims go away. Mr. Hernandez, I was responding to a letter that you've already handed out to the commissioners that was dated August 18th where Staff asked for a public apology.

Commissioner Hernandez said that's fine, but they've also filed a work place harassment and we need to address all eight of them because there are seven signatures on one and then there is a separate one. I believe those need to be addressed in one form or another, whether they are addressed by us

writing them a letter and saying we discussed it in a public meeting and that's all we are going to do, or if you guys have a different idea. I sat here and I waited, I waited for Staff to bring us something, I waited for the attorney to bring us something, and I waited for each of us to say something and nothing was ever done. It was like ok, maybe it will just go away; it's not going away so we need to address it. However the commission feels right to address it, that's up to you guys. I have brought this to you and I recommend this, some type of form to address this so we can move on.

Mayor Galea said you are welcome to go to your Executive Session and discuss it. I'm happy to discuss it in the open. Commissioner Hernandez said we've already discussed it, so what I'm asking the commission now is to support me in directing Staff in a motion form to hire the Holcomb Law Firm to come in and do an investigation on these items.

Mayor Galea said how about the other items, there have been many hostile work environments that have been verbal and not written down. We could point out the fact there are police officers that feel micromanaged by yourself, and we did lose a city engineer because of our Mayor Pro-Tem Rentschler, are we going to talk about all these?

Commissioner Hernandez said they are not written down. If they are written down, let's do it. Mayor Galea said it sounds like a free-for-all. Ok.

Commissioner Turnbull said I received, and I don't have it with me, but I know we all received it. It is opposite of this, the hostile work environment. It's actually people that are..... Commissioner Sikes interrupted to say it wasn't signed. Commissioner Turnbull said it wasn't signed and we all know why it wasn't signed, but this one that was signed does say that they would like to have a public apology from the mayor and you gave them that. So, as far as this one is concerned, that seems answered to me. I take issue with, I don't agree with you going to the paper and we've discussed that, and I know you've just recently went again, and I am against that. But I am also against you receiving the brunt of something you didn't do but you commented on. We discussed that. We don't want you to discuss that any further with the paper. You didn't do the act; you had an opinion about it and you're getting more flack for that opinion than what, I mean, am I going to get sued for saying this? I'm just saying that she didn't do the act and she's getting more heat for it, ok. I don't want it to go to the paper anymore. But on that same thing I'm in agreement that I don't want you going to the paper anymore, and I see that you went to the paper again, I do take issue with that.

Commissioner Baldwin asked Commissioner Turnbull why she didn't want her going to the paper anymore. Commissioner Turnbull said I don't want her going to the paper anymore because like she said, she's the mayor at Wal-Mart, she's the mayor all the time. So, I would like you to come to us and say 'Hey, what do you think about this?' and get a consensus and have most of us agree at least or I say all of us agree before it goes to the paper.

Commissioner Baldwin asked what led her, what led us to that conclusion that we're having this discussion right now; repeated offenses. So, you are defending the mayor in a sense that you're saying she's taking all the flack for just a comment. Commissioner Turnbull said just for the most recent one. Commissioner Baldwin said the fall-out from the comment, the Commissioner has just handed out all the fall-out from those comments.

Commissioner Turnbull said I wish I had the other one, I didn't bring it with me but I know you guys got it. If somebody has it, I would read that. It does say there are a lot of people afraid to say something because they're probably afraid to get sued if they don't agree with what these people say, then they are looked down on. There are two sides and we are really only hearing from the side of the ones that are here; I'm just trying to see both sides.

Commissioner Baldwin asked where did that division come from? Comments made by the mayor. Commissioner Turnbull said yes, comments made by the mayor but opinions on what people did, and I have spoken to a lot of people. I don't want to go down this road, but there are a lot of people in this

town that are upset that things happened the way they happened. Commissioner Baldwin said sure. Commissioner Turnbull said we aren't supposed to comment on that because it's personnel, then I don't think we should be commenting on this for the same reason, it's personnel. We were told to butt out, we were told to not have an opinion about what happened. Well then, how can we have an opinion about this? Commissioner Baldwin said because it is us. It's a big difference.

Commissioner Hernandez asked Police Chief Duncan to come up. He asked him when was the last time you and I had a discussion about your department. Police Chief Duncan said it has been a while, sir. I haven't talked to you in probably, at least maybe five months. When I first got here, we were talking a whole lot. Commissioner Hernandez told him thank you, that's what I needed to know.

Commissioner Hernandez asked City Manager Stahle when was the last time you and I had a discussion about DPS? City Manager Stahle said I've briefed commissioners on the PCAP and that's.... Commissioner Hernandez interrupted and asked when was the last time I came to you about DPS? City Manager Stahle said I have no idea; I wouldn't venture to guess, it has been a while.

Commissioner Hernandez said I got word it was bothersome and if I have an issue I don't have a problem going to Bobby. I don't have a problem going to one of the officers. If I have something that comes up I will go to them and let them know, or the City Manager, depending on where my mind is thinking I need to take it. But I do not interfere with any of the departments, none of them. A couple of months ago I had a meeting with Matt McNeile with the Soccer League. It was directed through Jim Stahle first because he is our point of contact. Jim Stahle sent it down the road and Matt and I met and occasionally I'll ask Matt where we are at with it, how we are doing with it. I do that all the time.

Commissioner Straface said I think we need to step back a moment. I think some cooler heads need to be dealing with this. Mr. Hernandez, I understand why you give us two choices. Commissioner Hernandez said absolutely, I said that. Commissioner Straface continued saying that I think all of us have concerns that we're not operating as a team, that when a decision is made by the commission we all support it, even if we personally don't agree. It's not appropriate to go out and say that was the commission, but not me. We have to own it and that goes with the territory of working as a board. Now we make our best arguments, we make our best points but if we don't influence each other we go with the majority of the board, and we support that publicly. So, we don't write editorials, we don't write Op-Eds, we don't interview people, we don't give our comments. We also have to be really cognizant, each of us, that as representatives of the commission, our words can cause litigation, which are big bucks, big dollars, hundreds of thousands of dollars for a casual remark. And that is something that is our responsibility. So I think, Mr. Hernandez, it would not be appropriate to ask for an investigation and I'll tell you why. I believe all you'll do is re-open wounds, pour salt on wounds and it won't help us reach where we want to be. I do think as a board, and tonight would be appropriate, that we take an action that says for all of us, it is not appropriate for us to act outside the team decisions. And that if you want to call it is a censure, you can say it, I would not put that in the label, but I would make it very clear of the expectations of a board. As a member of the board, I think that's what needs to happen. From this point forward we move forward with it; we don't back up. All that's going to do is serve to continue to cause division and what we need to do is come together.

Commissioner Baldwin thanked Commissioner Straface for his remarks and said I would be willing to make that remark right here in front of everybody, I've no problem with that. But, I've made that remark to this commission at least five times prior to the last two and a half years and I think that's where we are at. I've made the same comment, that same promise to my fellow commissioners, mayors and city managers that I'd stay out of their business, that I'd listen and vote; those are my two primary jobs as a city commissioner and that's basically it. I think that's pretty much what I do, but I don't see the follow-through on that commitment. Maybe doing it here in an open meeting is the answer. We've done it mostly in Executive Session and we've done it recently in some of our meetings at the Golf Course. We had at the Golf Course just recently the kum-bi-ya meetings, basically keep your mouth shut, but it didn't work. So, here we are.

Mayor Pro-Tem Rentschler said this commission has certainly got some problems, there's no doubt about it, but what I'll tell all of you is this, that we all work together. Whether you believe it or not we do good for the City of Alamogordo. There's a lot going on in the city. The union can sit there and shake their head all they want to, that's fine. They had that opportunity, but we do a lot of good for the City of Alamogordo as a commission. We don't always agree, we will never always agree. The cardinal rule has always been once the commission makes a decision you don't publicly beat your fellow commissioners for the decision that was made. We have to stand unified to the public when it comes to this stuff, even a 4-3 vote. Like it or not, and I've been on the wrong side of that a lot more than once, but at the same time if the commission makes that position, you back up and get away from it. That's what you have to do, you have to stay unified. I guess that's what I'd like to see us continue to do here. I guess I'm more concerned about what we're going to see as far as litigation is going to be concerned. We are here today, because right now there's a real possibility, every commissioner up here believes that we may be on, the citizens, you guys, that future pay raises may be on tap for what could be hundreds of thousands of dollars. Does anybody like to see tax payer money given away like that? No, but it's brought us to this point. I promise you we would not be here except for that, the potential to lose tax payers money for no good reason. We've got to be smarter as public officials and not say things to members of the media and in other public forums that will get us sued, particularly when there may not be any basis for it and even if there is basis for it. All we've got to do is insure that the tax payer money is spent wisely and whether you like it or not, it's not being spent wisely; that's the opposite. Again, there's a reason we've come to this, and I can appreciate each and every one of you that stood up and talked to us about what you think about us. The bottom line, the truth is the vast majority of us here, the super majority certainly understand and work together to insure that good things happen to Alamogordo. What I will say, too, about Mayor Galea is she is an excellent face of the community, people remember her, people understand her. She is endearing and people recognize her from across the room, but that's what she is – the face of the community. Other than that, she has the same power as any other commissioner here, period. The City Charter insured that's what is going to happen. If we wanted a strong mayor when we put this all together, the commission at the time and at this point we're talking two to three commissions ago, decided the best thing to do was to have a weak mayor and have a mayor equal in power to the rest of the commissioners. That is why we have the division of powers we have. If the City wants a strong mayor, change the Charter. We can certainly have an Albuquerque mayor here if we want one. I was never in favor of it either way, and mostly because of what we have had for a long, long time – accountability. You had a mayor that was accountable to the rest of the commission and therefore accountable to the rest of the city, to all the residents of the city. I thought it worked well. We've gotten away from that and we've had some problems, there's no doubt about it. I can assure you one thing about all this though, this commission will overcome this. It may cost us a lot of money, but we will overcome this. We'll continue to work together and continue to do the best we can for the city; we'll continue to make sure city employees are treated fairly; we'll continue to see that the citizens are treated fairly. That's really the bottom line for all of this; we're here, I'm not here to whatever you think I'm here for. All I can tell you is that I'm here for one reason, and that is I've been in Alamogordo for 56 years. I was raised here and I like it here, and I'm here for one reason – to do the best I can for my city. If you think I'm here for whatever reason for the giant salary, well, no. The truth is if you run for one of these offices up here, if you run for one of these, just to run is going to hurt you. Try to be in business and actually sit here; it's painful and has cost me a lot. One of the things I'm really grateful for, right here and right now, is that I didn't get elected mayor. I ran because other people wanted me to, and it would have cost me a lot more if I'd gotten elected. I'm just as glad I didn't and can do without it. It's a tough job, no doubt about it. It takes a lot of perseverance, a lot of political savvy and understanding to be able to do that job. Right now, what I will promise to Alamogordo is that we can work together and we will. It's not a broken commission, just look at what's going on; we've got a great city manager right now and there's a lot of things happening for the betterment of Alamogordo. Alamogordo will continue to thrive. When you talked about Alamogordo not growing in the 1970's, I remember the 1970's because I was here. I promise you it is growing. Some will come up and talk about the restaurants and stuff that are here. There is a bunch more here now, and there's a new Albertson's going in. We fight for that stuff and we have community advocates in the form of OCEDC who look to bring people in here. It's not like we're aren't fighting to grow Alamogordo. There may have been a time in Alamogordo it did not want to grow,

but it's not here on this commission. Anybody sitting here wants Alamogordo to grow. I do believe face to face is a good thing, you bet, but there are times when you have to weigh what it costs the tax payers versus what the potential is. There are times you have to think is there more to the situation than meets the eye, and many times there is. I can assure you, this is one of those times. The bottom line is this, and I would hope to get a little bit of understanding from all the citizens, from all the department heads and from everybody sitting here tonight, that this is a good commission and will be a great commission; we are going to continue and we're not broken. We'll continue to do what's right for Alamogordo, I promise you that.

Commissioner Straface said I really appreciate your statements and many of the attempts to do that. My response would be to make a motion and follow up on what Mr. Hernandez said and see where we sit. That's all you have to do, make that motion and if there is a second you can get there if we're not willing to come together and work.

Mayor Galea asked Commissioner Straface what the motion was he was suggesting. Commissioner Straface said Mr. Hernandez said there were two possibilities.

Mayor Pro-Tem Rentschler asked the city attorney if he would talk about whether we could make it a motion and do anything that has not been advertised in advance.

City Attorney Thies said the particular action advertised was Limited Personnel Matters (City Commission). We were recessing, not adjourning into Executive Session. We did have item #13 where you consider and act upon any action that had been needed as a result of Executive Session. Whether if you make a motion, second and approve it, whether that violates the Open Meeting Act, I would have to make that assessment once I hear your motion. Having said that, if it does potentially violate the Open Meetings Act, you always have the option to cure that violation by properly noticing your intended action at the next meeting and you take that action.

Commissioner Hernandez said I will show this commission and this staff that's here and the public how serious I am about what Dr. Straface brought to us. I've actually made it my bible. These are the two copies given to us and I carry them with me all the time because this is what we have to go by. This is something brought to us and I really truly believe in this. It's not happening and several times I've called Dr. Straface and told him I cannot support this, because there's one person I felt would not follow this, and that was yourself, Mayor. Dr. Straface told me, well then there are two. And my comment to him was, you are right. Ever since then I have carried these with me because I am not going to be that person who does not follow this.

Mayor Galea said we have not adopted any..... Commissioner Hernandez interrupted to say it doesn't matter. You don't have to adopt something to follow it.

Mayor Galea said how about answer an email, answer a phone call, answer a text message. Conversations go two ways and they're often, I will say 95% of the time, one way conversations. How do we build relationships with the commission if the mayor is constantly emailing, calling, texting without return? Commissioner Hernandez asked her when she had not gotten a return from him? She asked him when was the last time you sent me an email? He said something about emails and she said I know. Commissioner Hernandez said I don't trust you. She said ok, that's your opinion. He said it's not an opinion, Madam Mayor, it's a fact; I do not trust you, I'm telling you. She said ok.

Mayor Galea said there is an item on the floor – Limited Personnel Matters (City Commission). If no action is taken then there will be no action taken.

Commissioner Hernandez said I have made a motion. I have asked the commission to look into hiring this person to come in and do the investigation and we will go off of their recommendation. Mayor Galea asked who seconded and he said there was no second.

Commissioner Hernandez asked for discussion. He said Commissioner Straface said we wait until we get cool heads, discuss this, come back with some kind of fix because we do have to answer this one way or another; whether it's we don't care or whether it's this is what we are going to do or this is what we've done. Somehow we have to answer it. He is correct. I think a different time would be appropriate.

Mayor Galea asked City Manager Stahle what action he had taken as city manager to answer the personnel matters. City Manager Stahle said it depends on which one you are describing. Mayor Galea said describe the hostile work environment ones, and he said there are several. City Manager Stahle said that one made by an individual, we've had conversation with the individual. Another put in writing by the Customer Services Department, I did send a notice, actually I sent a copy of the minutes of the last meeting at which you did make the statement, and I sent them a note saying that because commission is not an employee of the city manager, I'm in no position to take any action on commissioners. He tried to remember about another individual one and said there were a few other items in the individual one that we discussed, but he couldn't remember off the top of his head what they are. He remarked he had some notes in his office.

Mayor Galea said if there are no other questions or comments, Commissioner Hernandez has suggested we come back to this at another time. Some commissioners said they supported that.

Commissioner Hernandez moved to approve tabling this item to have them come up with ideas on how to address this and we deal with it at a future time. Mayor Pro-Tem Rentschler seconded the motion. Motion carried by a vote of 7-0-0.

Mayor Pro-Tem Rentschler moved to approve to recess into Executive Session to discuss Sale, Acquisition, or Disposal of Real Property (Housing Authority Properties) at 10:20 p.m. Commissioner Hernandez seconded the motion.

Mayor Galea asked the city attorney if they needed to recess or adjourn. City Attorney Thies told her depending on your direction, it would be appropriate to recess. We'll discuss the possible disposition of real estate and will be asking for some direction, and based on that direction this actually will come back at a future date for more formal action.

Roll call vote was taken by the City Clerk. Motion carried by a vote of 7-0-0.

RECONVENE INTO OPEN SESSION

Mayor Galea reconvened the meeting at 10:41 p.m.

Mayor Galea stated no items were discussed in executive session accept the Sale, Acquisition, or Disposal of Real Property (Housing Authority Properties) and no action will be taken.

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

No action was taken.

ADJOURNMENT

Mayor Pro-Tem Rentschler moved to adjourn at 10:42 p.m. Commissioner Hernandez seconded the motion. Motion carried by a vote of 7-0-0.

Mayor Susie Galea

ATTEST:

City Clerk Reneé L. Cantin

(Prepared by Nancy Jacobs, Deputy Clerk)

Approved at the Regular Meeting held on September 23, 2014.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 23, 2014 **Report Date:** September 10, 2014 **Report No:** 3

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: \$6,065.24
Amount Budgeted: \$143,403.66
Fund: 0160001-49.56-55

Recommendation: Approve the recommended expenditures for Tourism & Advertising Promotions

Background: The following are a list of the expenditures in need of approval. The invoices are available in the City Clerk's office for review.

Certified Folder Display Serv., Inc.	Aug 2014 Billing	INV#487047	\$732.24
Flickinger Center - Premier Series	Funded Events Ads Contract	FY13-14	\$2,500.00
Flickinger Center - Tailgate Series	Funded Events Ads Contract	FY13-14	\$1,000.00
NM Museum of Space History Foundation	Funded Events Contract	FY13-14	\$1,833.00

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: Sept. 23, 2014

Report Date: Sept. 10, 2014

Report No: 4

Submitted By: Reneé Cantin
City Clerk

Approved For Agenda: 

Subject: Approve a Special Dispenser Permit Application and a Temporary Alcoholic Beverage Dispenser's License for Mister A, Inc. d/b/a Jerry's Lounge/Kwik Stop for the Sunset Run Race on October 4th, 2014 at Granada Center.

Fiscal Impact:

Amount Budgeted:

Fund:

Recommendation: Approve the Special permit and temporary license.

Background: According to Ordinance No. 1303, Section 5-01-035(a) states: The governing body of the city has deemed it advisable to allow and license limited public sale of alcoholic beverages at retail and consumption on the sale premises of alcoholic beverages approved by the city commission in specific areas of the public parks of said city, and, during community-wide celebrations, on certain other public places. Such sale shall be by responsible persons duly licensed under the *Code of Ordinances*, and shall be allowed for limited periods of time, as hereinafter specifically provided.

Mister A. Inc does hold a current liquor license with the City and is asking for approval for this temporary license for the Sunset Run Race on October 4th, 2014 at Granada Center.

The fee of \$50.00 per temporary location has been paid for this license. The attached application has been sent for investigation to the P & Z Coordinator, Assistant City Manager, Police Chief, and Fire Chief.

Reviewed By:

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

TAB DL / mister A

RECEIPT NO. 23858
DATE PAID: SEP 09 2014

City of Alamogordo

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

APPLICATION FOR TEMPORARY ALCOHOLIC BEVERAGE DISPENSER'S LICENSE

FEE: \$50.00 PER TEMPORARY LOCATION

LIQUOR LICENSE HOLDER INFORMATION:

NAME OF LICENSEE: Mister A Inc.
BUSINESS NAME: Jerrys Lounge/Kwik Stop
BUSINESS ADDRESS: 119 S. White Sands Blvd TELEPHONE NO.: 575 434-1187
STATE LIQUOR LICENSE NO.: 29 CITY BUSINESS LICENSE NO.: _____
SOCIAL SECURITY NO.: on file DATE OF BIRTH: on file

EVENT INFORMATION:

NAME OF EVENT UTILIZING TEMPORARY LICENSE: Sunset Run Race
SPONSOR(S) OF EVENT: Alamo Shape
PHYSICAL LOCATION OF EVENT: @ 700 E. 1st St.

AREA WHERE ALCOHOLIC BEVERAGES WILL BE DISPENSED; IF AVAILABLE, ATTACH MAP (SPECIFY AREA TO BE USED FOR THE PURPOSES OF THIS LICENSE. DESIGNATE SPECIFICALLY THE AREA IN A CITY PARK, OR ALTERNATIVELY, OTHER PUBLIC GROUNDS IN THE CITY): _____

DATE(S) OF EVENT: October 4, 2014

TIME TEMPORARY LICENSE WILL BE OPERATIONAL: 4 A.M. P.M. THROUGH 10 A.M./P.M.

I hereby certify that I have read and understand the following statements and will comply will all applicable laws and Ordinances:

-No alcoholic beverages may be sold at retail or consumed in any City park of the City, or on any other public grounds of said City, whether in the central business district or otherwise, except that a Temporary Alcoholic Beverage Dispenser's Licensee may use the area designated on the License for purposes of retail sale, and consumption by adult consumers of alcoholic beverages on the premises of the designated area.

-Any sale and consumption of alcoholic beverages shall be limited to the designated area.

DATE: 1 Sept 14 LIQUOR LICENSEE'S SIGNATURE: [Signature]

ALL TEMPORARY LICENSES SHALL NOT EXCEED THREE DAYS. NO PERSON SHALL BE ISSUED MORE THAN THREE TEMPORARY ALCOHOLIC BEVERAGE DISPENSER'S LICENSES DURING ANY CALENDAR MONTH. THESE LICENSES ARE NON-TRANSFERABLE.

FOR CITY CLERK'S USE ONLY

DATE TEMPORARY LICENSE APPROVED BY THE CITY COMMISSION:

9/23/14

ALCOHOLIC BEVERAGES APPROVED BY THE CITY COMMISSION: Beer Wine Distilled Spirits

Other TABDL

TEMPORARY LICENSE NO. 2014-05 **DATE FEE PAID:** 9/9/14

CALENDAR MONTH: OCT FIRST SECOND THIRD

DATE SPECIAL DISPENSER'S PERMIT or PUBLIC CELEBRATION PERMT APPROVAL VERIFIED WITH ALCOHOL & GAMING: _____

[01/2008]

ALCOHOL & GAMING DIVISION
PUBLIC CELEBRATION PERMIT APPLICATION WINEGROWER, SMALL BREWER & CRAFT DISTILLER LICENSE HOLDERS

(60-6A-11 / 60-6A-26.1 NMSA)

FEES ARE \$10 PER DAY – Fees are Non-Refundable

LICENSE HOLDER INFORMATION:

Business Name (DBA) Jerry's Lounge / Kwik Stop Owner Name Mister A Inc Liquor License # 29
Mailing Address 119 S. White Sands Blvd. City, State & Zip Alamogordo NM 88310
Contact Telephone # 575 434 1187 Fax # 575 434 3662 Email Address Kwik-Stop@live.com

EVENT INFORMATION: Celebration type: State Fair County Fair Community Fiesta Cultural/Artistic Performance Athletic

Circle those that apply – All Age Event Wrist Bands and/or Stamps Beer Garden Indoor / Outdoor Event Begin Time 4pm End Time 10pm

Description and Name of Event Sunset Run Race Date(s) of Event Oct 4 Alcohol Service Begin Time 4pm End Time 10pm

Physical Address of Event & Name of Building or Business 700 First St. Suite 705 (AlamoStage) Alamogordo NM 88310 Number of Persons expected to Drink 50

Description of Security Jerry's Security Number of Security 2 Security Contact Name Juli Estrada Contact Telephone # 575 434 1187

SPONSOR INFORMATION

Sponsor of Event AlamoStage Contact Name Rosemarie Ferrara Contact Telephone # 575 921 4898

BUILDING/PROPERTY OWNER APPROVAL

Name (print) Rosemarie Ferrara Signature Rosemarie Ferrara Telephone # 575 921 4898 Date 8-12-14

LICENSE HOLDER & SERVER CERTIFICATION: I, Juli A Estrada (Licensee) hereby certify that this event is not within 300 Ft. of a church or school unless alcoholic beverages were sold there prior to July 1, 1981 or a waiver is obtained from the local governing body. I further certify that all persons providing the service of alcoholic beverages are server certified and that they are my employees and that ALL the information in this application is true and correct.

NOTE: List of servers including name, server permit # and server expiration date must be attached to permit application.
Licensee agrees that if any statements or representations herein are found to be false, the director may refuse to issue additional permits.

Licensee Name (print) Juli A Estrada Signature [Signature] Date 8 Sept 14
All profits from the event go only to the licensee. Only the owner or authorized person under this license may sign the permit.



JUDITH L. PETREE

NOTARY INFORMATION

Subscribed and Sworn before me this 8 day of September, 20 14 Notary Public Judith L. Petree Exp. 12-30-17
My Commission Expires 12-30-17

LOCAL GOVERNING BODY APPROVAL

Print Name _____ Title _____ Date _____ Signature _____ Phone _____ Fax _____

ALCOHOL & GAMING DIVISION USE ONLY

Approved by: _____ Date _____ Permit Number _____

- Attachments:** 1) Floor plan – (Pictures) 2) Fees per day (listed on top of page) 3) Server information list

AlamoShape Sunset Run for Animal Rescue

Event Info

Registration

Competitor List

Forum

Tips

Manage

DATE October 4, 2014 (Saturday)

RACES Half Marathon, 10 K, 5 K

LOCATION 700 E. 1st St. Suite 765
Alamogordo, New Mexico

CLICK TO VISIT THE
EVENT'S WEB SITE

Are you doing this event?

YES, I'M DOING IT!

CLICK IF YOU ARE

On-line Registration

CLICK TO
REGISTER NOW!



DETAILS Join us for the 5th Annual AlamoShape Sunset Run with proceeds to benefit nonprofit animal rescue organizations in Otero County. Approximately 1/2 of your registration fee will go to these agencies, 1/2 towards the cost of the race. AlamoShape takes no profits from their races. An independent accounting firm will confirm all donations. Pets are welcome and encouraged at this evening race with plentiful water stations along the route. The race provides a variety of scenic gems as you run east towards the mountains. There are snacks and water at the abundant water stations along the route. For just \$40 get a t-shirt, picnic fare and a lot of great goodies! Prices go up after September 1 so register early! T-shirts are available for the first 150 participants. Stay afterwards for great entertainment as Jerry's Lounge sets up a beer garden during the awards ceremony.

Bring the kids and spend your weekend here at various tourist spots and several national and state parks. The Oliver Lee Memorial State Park is about 10 miles south on U.S. Route 54, offers camping, hiking, and picnicking. The White Sands National Monument is located about 15 miles SW of Alamogordo along US Route 70 and is a beautiful field of white sand dunes composed of gypsum crystals. They usually have informative presentations on their popular full-moon nights when the park is open late into the evening. The Lincoln National Forest offers hiking, fishing, and camping. The Sidney Paul Gordon Shooting Range, located about 3 miles north of town at 19 Rock Cliff Road in La Luz, is a supervised range with rifle, pistol, and archery ranges. Several competitions are held at the range each month.

Event Start Location

AlamoShape 700 E. 1st St. Suite 765, Alamogordo, NM 88310

Course Description

Route Description:

All races start and end in the AlamoShape parking lot, 700 E. First St, in the Granada Shopping Center

The race enters the road on to First Street and continues up to Scenic Drive where you will then head north towards Lowe's Home Improvement for the 1/2 Marathon turnaround. All routes return to AlamoShape through the same route.

Awards

Prizes for overall male and female winners and top three finishers in age categories. \$1300

Take your training and racing to ...

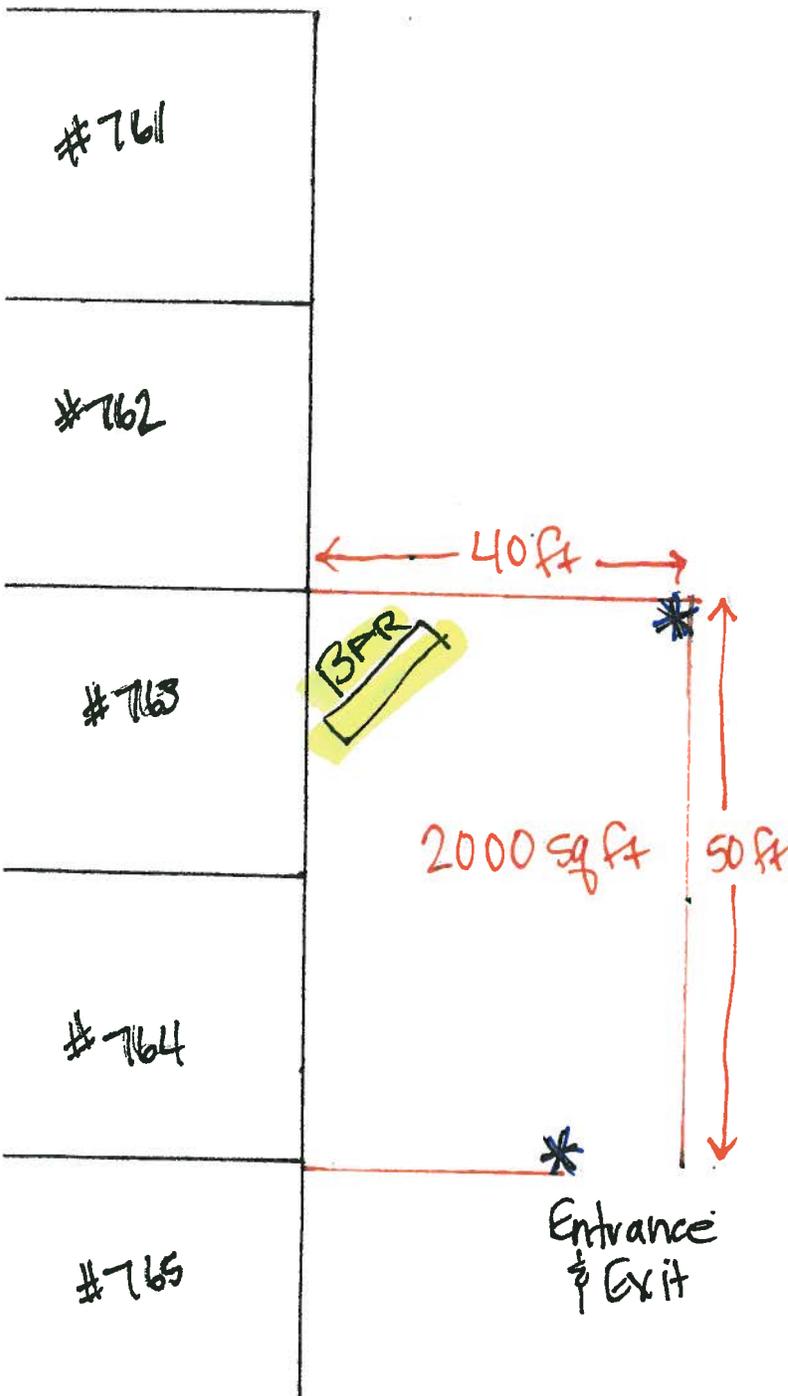
The Power of **e**

Click for Full View

CARDENAS

Maxima Calidad,
Frescura
y El Mejor Precio!

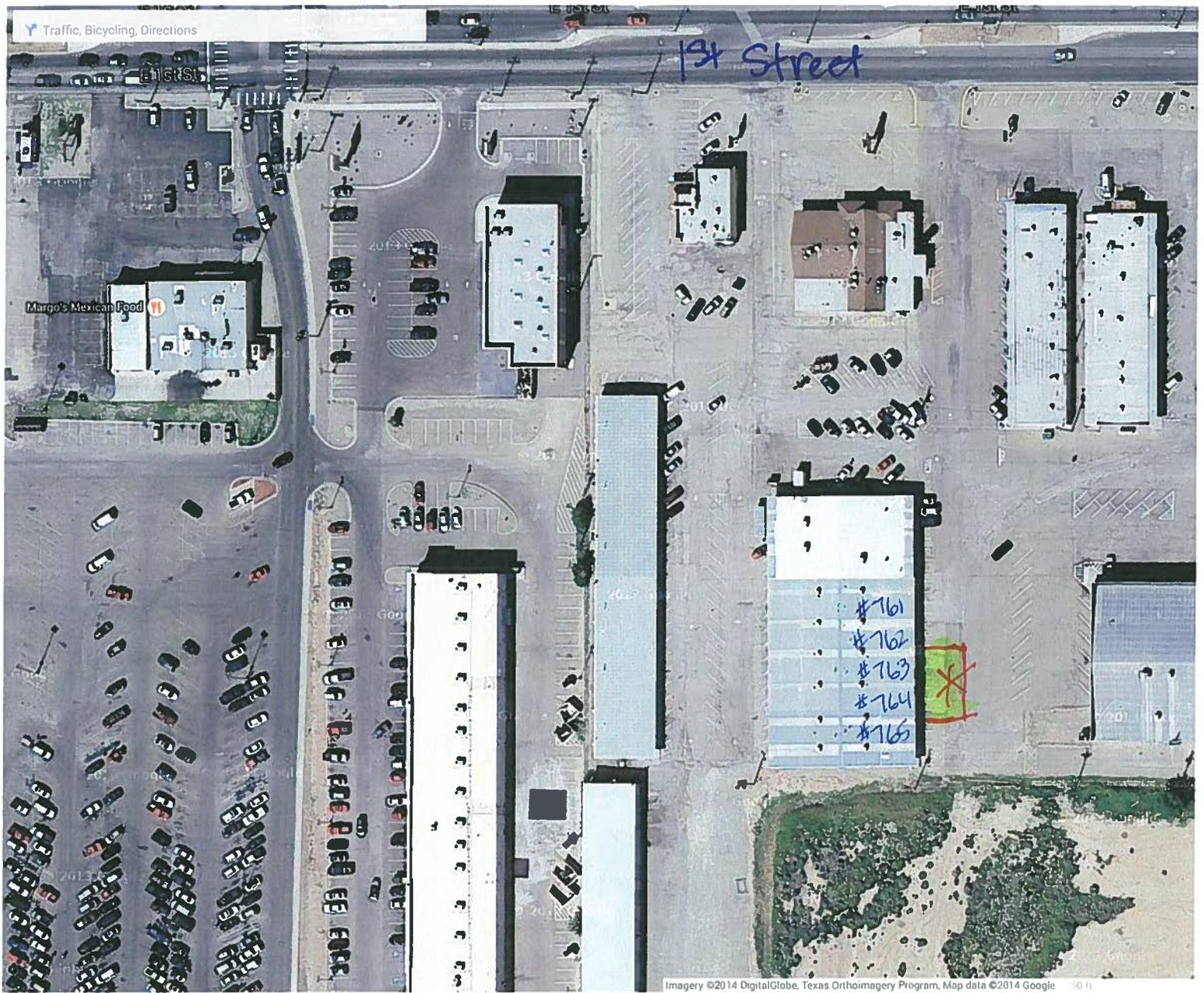
1st Street



Alamo Shape
700 E. 1st St.
Alamogordo, NM 88310
Suites 762-765

Faint, illegible text, possibly a stamp or watermark.

*Security



Imagery ©2014 DigitalGlobe, Texas Orthoimagery Program, Map data ©2014 Google 60 ft



Alamo Shape
700 E 1st St
Alamogordo, NM 88310
Suites 762-765

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 23, 2014 **Report Date:** September 15, 2014 **Report No:** 5

Submitted By: LeeAnn Nichols
Finance Director

Approved For Agenda: 

Subject: Resolution 2014-45 amending the Preliminary FY2014-2015 Budget, with a total appropriation budget of \$110,669,666 which includes \$13,279,712 for the General Fund.

Fiscal Impact:

Beginning Cash Balances \$0
Amount Budgeted: Revenues \$6,025,893 Increase
Fund: Expenditures \$6,979,803 Increase
Transfers In/Out \$0
Net Impact (\$953,910) Decrease

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

Background: The City Commission adopted the Fiscal Year budget on May 13, 2014. The Department of Finance & Administration granted interim approval of the City of Alamogordo's Fiscal Year 2014-2015 interim Budget on June 25, 2014. Resolution 2014-45 amends the Budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of revisions are attached for your review.

Reviewed By:

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

RESOLUTION NO. 2014-45

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2014-2015.

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

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written interim approval to the City of Alamogordo, New Mexico's annual budget on June 25, 2014, for fiscal year 2014-2015; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2014-2015 be and hereby is revised as of September 23, 2014 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2014-2015 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on September 23, 2014 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2014-2015.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 23rd day of September 2014.

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

By: _____
Susie Galea, Mayor

ATTEST:

Renee Cantin, City Clerk

APPROVED AS TO FORM:

Stephen Thies, City Attorney

ALL FUNDS SUMMARY
PRELIMINARY 2014-2015

1/12TH REQ RSRV
1,106,643
Fund Reserve Policy
283,730

Bal. Remaining

1,387,413

FY15 RESOLUTION 2014-45

FUND NO.	FY 2014-2015 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	6,788,917	15,992,059	0	6,514,996	(6,514,996)	13,262,028	3,003,952	1,387,413	1,390,372
	Revision #1	0	(11,683)	0	0	0	0	(11,683)		
	Revision #2	0	0	0	0	0	1,150	(1,150)		
	Revision #3	0	0	0	0	0	6,904	(6,904)		
	Revision #8	0	0	0	50,000	(50,000)	0	(50,000)		
	Revision #14	0	0	0	146,800	(146,800)	0	(146,800)		
	Revision #15						9,630	(9,630)		
	Total Revised Fund 11	6,788,917	16,980,376	0	6,711,796	(6,711,796)	13,279,712	2,777,786	1,387,413	\$1,390,372
12	INTERNAL SERVICE FUND	420,687	306,840	3,452,877	0	3,452,877	4,163,771	16,633	16,633	(\$0)
	Revision #14	0	123,185	97,670	0	97,670	0	220,855		
	Total Revised Fund 12	420,687	430,025	3,550,547	0	3,550,547	4,163,771	237,488	16,633	\$220,856
15	CORRECTIONS-JAIL	34,479	136,216	45,515	2,675	42,840	171,550	41,985		
	Revision #14				(46)	46	0	46		
	Total Revised Fund 15	34,479	136,216	45,515	2,629	42,886	171,550	42,031		
16	LODGER'S TAX-PROMOTIONAL FUND	105,535	266,424	0	5,735	(5,735)	359,310	6,914		
	Revision #14				(32)					
	Total Revised Fund 16	105,535	266,424	0	5,703	(5,703)	359,310	6,946		
17	POLICE COURT BOND	16,293	0	0	0	0	0	16,293		
19	COURT AUTOMATION FUND	62,387	85,396	0	18,821	(18,821)	82,266	46,696		
	Revision #14				5,430					
	Total Revised Fund 19	62,387	85,396	0	24,251	(24,251)	82,266	41,266		
20	LODGER'S TAX-CITY	175,079	468,260	0	35,609	(35,609)	512,617	95,113		
	Revision #4	0	(8,500)	0	0	0	(50,000)	41,500		
	Revision #14	0	0	0	2,155	(2,155)	0	(2,155)		
	Total Revised Fund 20	175,079	459,760	0	37,764	(37,764)	462,617	134,458		
21	D.A.R.E. DONATIONS FUND	13,463	5,080	0	0	0	8,191	10,332		
22	DESIGNATED GIFT FUND	35,870	1,641	0	0	0	35,770	1,741		
24	GRANT CAPITAL IMPROVEMENT	52,870	377,000	0	0	0	377,500	52,370		
27	MUNICIPAL COURT OPERATIONS	86,377	4,500	409,127	5,903	403,224	406,579	87,522	66,647	\$20,875
	Revision #14	0	0	0	370	(370)	0	(370)		
	Total Revised Fund 27	86,377	4,500	409,127	6,273	402,854	406,579	87,152	66,647	20,606
28	POLICE CONTINGENCY	44,752	8,252	0	0	0	13,455	39,549		
31	CEMETERY-PERPETUAL CARE	736,614	14,829	0	0	0	0	751,443		
32	COMMUNITY SERVICES	491,724	682,453	3,218,058	448,481	2,769,577	3,713,576	230,178	107,179	\$122,999
	Revision #14	0	0	0	42,094	(42,094)	0	(42,094)		
	Total Revised Fund 32	491,724	682,453	3,218,058	490,575	2,727,483	3,713,576	188,084	107,179	80,905
33	FIRE PROTECTION	310,346	501,434	0	0	0	738,851	72,929	49,721	\$23,208
36	LAW ENFORCEMENT FUND	(11,620)	127,763	0	0	0	116,121	22		
37	STATE HIGHWAY FUND	73,073	44,856	0	1,510	(1,510)	25,225	91,194		
	Revision #14	0	0	0	69	(69)	0	(69)		
	Total Revised Fund 37	73,073	44,856	0	1,579	(1,579)	25,225	91,125	49,721	41,404
38	TRAFFIC SAFETY FUND	53,629	30,248	0	0	0	38,000	45,877		
39	STATE JUDICIAL	3,691	75,500	0	0	0	75,500	3,691		
40	AIRPORT IMPROVEMENT PROJECTS	(28,096)	48,237	55,380	0	55,380	67,492	8,029		
	Revision #5	0	0	0	0	0	2,016	(2,016)		
	Revision #16	0	5,913,191	340,208	0	340,208	6,259,412	(6,013)		
	Total Revised Fund 40	(28,096)	5,961,428	395,588	0	395,588	6,328,920	0		
42	1984 GROSS RECEIPTS TAX	2,766,849	1,480,965	0	2,345,715	(2,345,715)	0	1,902,099		
44	TRANSPORTATION FUND	991,810	1,176,794	601,028	236,325	364,703	2,386,374	146,933	146,933	\$0

FY15 RESOLUTION 2014-45

FUND NO.	FY 2014-2015 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
	Revision #14	0	0	0	(7,513)	7,513	0	7,513		
	Total Revised Fund 44	991,810	1,176,794	601,028	228,812	372,216	2,386,374	154,446	146,933	7,513
48	NEW MEXICO C.D.B.G.	107,625	607,625	0	0	0	607,625	107,625		
49	1986 GROSS RECEIPTS TAX	7,367,641	1,972,664	0	1,872,988	(1,872,988)	1,213,582	6,253,735	334,414	\$5,919,321
50	PROPERTY ACQUISITION	134,580	14,874	224,572	0	224,572	299,612	74,414		
53	GENERAL OBLIGATION	633,216	714,092	0	0	0	738,285	609,023		
54	REVERSE OSMOSIS PROJECT RSV	436,869	6,208,682	0	0	0	6,614,419	31,132		
56	99 GRT FLOOD CONTROL BOND PROJ	894,935	6,007	1,201,863	0	1,201,863	2,100,240	2,565		
59	REVENUE BOND P & I FUND	7,697	0	2,788,424	0	2,788,424	2,788,424	7,697		
61	MUNICIPAL INFRASTRUCTURE .0625%	353,182	368,077	0	134,101	(134,101)	0	587,158		
	Revision #16	0	0	0	340,208	(340,208)	0	(340,208)		
	Total Revised Fund 61	353,182	368,077	0	474,309	(474,309)	0	246,950		
63	COMMUNITY DEVELOPMENT	244,829	141,000	128,721	41,880	86,861	369,718	102,972	61,620	\$41,352
	Revision #14	0	0	0	2,298	(2,298)	0	(2,298)		
	Total Revised Fund 63	244,829	141,000	128,721	44,168	84,563	369,718	100,674	61,620	39,064
65	BUILDING CODES	24,735	33,200	103,107	11,277	91,830	133,932	15,833		
	Revision #14	0	0	0	1,058	(1,058)	0	(1,058)		
	Total Revised Fund 65	24,735	33,200	103,107	12,335	90,772	133,932	14,775		
69	1994 GROSS RECEIPTS	1,173,823	1,474,597	0	1,344,748	(1,344,748)	0	1,303,472	672,375	\$631,097
71	ALAMO SENIOR CENTER	253,443	1,112,948	361,080	95,457	265,623	1,511,198	120,816	120,816	
	Revision #7	0	7,200	0	0	0	7,200	0		
	Revision #8	0	0	50,000	0	50,000	50,000	0		
	Revision #14	0	0	21,608	(95,457)	117,065	116,873	192		
	Total Revised Fund 71	253,443	1,120,148	432,688	0	432,688	1,685,271	121,008	120,816	192
74	ALAMO SENIOR CENTER GIFT	97,353	21,923	0	645	(645)	70,485	48,146		\$48,146
	Revision #14	0	0	0	(11)	11	0	11		
	Total Revised Fund 74	97,353	21,923	0	634	(634)	70,485	48,157		
75	RETIRED & SENIOR VOL PROGRAM	(3,458)	213,703	48,265	13,844	34,421	236,284	8,382		
	Revision #9	0	2,500	0	0	0	2,500	0		
	Revision #14	0	0	2,294	2,294	0	0	0		
	Total Revised Fund 75	(3,458)	216,203	50,559	16,138	34,421	238,784	8,382	8,382	0
81	WATER/SEWER OPERATING	11,936,526	9,673,538	98,413	4,028,145	(3,929,732)	13,132,986	4,547,346		
	Revision #10	0	0	0	0	0	40,000	0		
	Revision #14	0	0	0	14,381	(14,381)	0	(14,381)		
	Total Revised Fund 81	11,936,526	9,673,538	98,413	4,042,526	(3,944,113)	13,172,986	4,492,965	1,748,697	\$2,744,268
82	98 JT WATER/SEWER BOND P&I	1,577,990	10,497	1,941,986	0	1,941,986	1,941,986	1,588,487		\$1,588,487
86	SOLID WASTE COLLECTION SYS.	239,945	2,027,562	188,408	131,511	56,897	1,879,955	444,449	313,326	\$131,123
	Revision #11	0	0	0	0	0	16,000	(16,000)		
	Revision #14	0	0	0	1,792	(1,792)	0	(1,792)		
	Total Revised Fund 86	239,945	2,027,562	188,408	133,303	55,105	1,895,955	426,657	313,326	\$113,331
88	BONITO CAMPGROUND	90,234	7,308,353	1,416,768	0	1,416,768	8,544,594	270,761		\$270,761
89	ESGRT .0625%	1,779,290	1,020,495	0	988,408	(988,408)	631,159	1,180,218		\$1,180,218
90	GOLF COURSE	125,810	1,579,191	234,052	53,579	180,473	1,534,697	350,777	255,783	\$94,994
	Revision #12	0	0	0	0	0	209,782	(209,782)	(219,242)	\$9,460
	Revision #14	0	0	0	3,864	(3,864)	0	(3,864)		
	Total Revised Fund 90	125,810	1,579,191	234,052	57,443	176,609	1,744,479	137,131	36,541	\$100,590
91	AIRPORT	273,237	160,696	25,000	84,501	(59,501)	276,902	97,530	41,984	\$55,546
	Revision #14	0	0	0	2,026	(2,026)	0	(2,026)	(219,242)	\$217,216
	Total Revised Fund 91	273,237	160,696	25,000	86,527	(61,527)	276,902	95,504	(177,258)	272,762
94	OTERO GREENTREE REG LANDFILL	3,179,055	983,009	0	1,720	(1,720)	1,290,535	2,869,809	872,559	\$1,997,250
96	SELF-INSURED FUND	689,581	53,395	0	0	0	25,000	717,976		\$717,976
98	PAYROLL CLEARING	193,667	0	0	0	0	0	193,667		\$193,667
103	FIRE SERVICES BOND	7,589	0	0	0	0	0	7,589		\$7,589
104	UTILITY DEPOSITS	661,636	0	0	0	0	0	661,636		\$661,636
105	ECONOMIC DEVELOPMENT	5,034,445	762,102	0	0	0	1,606,035	4,190,512	267,673	\$3,922,839
	Revision #18	0	0	0	0	0	300,000	(300,000)		

FY15 RESOLUTION 2014-45

FUND NO.	FY 2014-2016 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
	Total Revised Fund 105	5,034,446	762,102	0	0	0	1,906,035	3,890,512	267,673	\$3,622,839
107	SELF INSURED/LIABILITY	408,815	2,023	172,000	0	172,000	227,000	355,838		\$355,838
109	2004 GRT CAPITAL OUTLAY	6,759,806	3,429,915	0	1,116,653	(1,116,653)	5,797,287	3,275,781	558,327	\$2,717,454
	Revision #13	0	0	0	0	0	(37,478)	37,478		
	Revision #17	0	0	0	0	0	39,500	(39,500)		
	Total Revised Fund 109	6,759,806	3,429,915	0	1,116,653	(1,116,653)	5,799,309	3,273,759	558,327	\$2,715,432
113	2009 G.O. BOND ACQ FUND	802,366	0	2,578,370	0	2,578,370	3,366,575	14,161		\$14,161
114	SIDEWALKS REVOLVING LOANS	129,932	863	0	0	0	0	130,795		\$130,795
115	CORP ESCROW ACCOUNT RESV	0	0	0	0	0	0	0		\$0
116	REG WATER SUPPLY TRANS LN	(312,256)	1,628,556	242,193	0	242,193	1,558,493	0		\$0
117	2011 JT W/S REF/IMP REVBD	711,699	0	0	0	0	704,530	7,169		\$7,169
118	2011 NMFA ST GRT STREET #15	3,506,077	44,062	0	0	0	3,440,935	109,204		\$109,204
119	2012 GRT REF/IMP REVBD	2,156,533	15,951	0	0	0	2,082,758	89,726		\$89,726
121	2015 GO BONDS-FUN CENTER	0	6,000,000	0	0	0	6,000,000	0		\$0
122	2015 GO BONDS-STREETS	0	4,500,000	0	0	0	4,500,000	0		\$0
901	HOUSING LOW RENT OPERATING	1,140,302	882,962	0	0	0	1,321,263	702,001		\$702,001
	Revision #14	0	0	0	0	0	5,889	(5,889)		
	Total Revised Fund 901	1,140,302	882,962	0	0	0	1,327,152	696,112		
903	HOUSING HOMEOWNERSHIP OPER	691,484	3,170	0	0	0	28,266	666,388		\$666,388
	Revision #14	0	0	0	0	0	425	(425)		
	Total Revised Fund 903	691,484	3,170	0	0	0	28,691	665,963		
904	HOUSING CAPITAL FUND PROJECTS	(0)	560,927	0	0	0	560,927	(0)		(0)
TOTALS FY2015		66,734,761	81,397,279	20,046,987	20,046,987	0	110,669,666	37,462,374	9,547,569	35,408,886

Prior Resolution

66,734,761 75,371,386 19,535,207 19,535,207 0 103,689,863 38,416,284 7,031,948

3 Adjustments Resolution 2014-45

0 6,025,893 511,780 511,780 0 6,979,803 (953,910) 2,515,621

Resolution 2014-45 September 23, 2014

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
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REVISION #1

This budget revision is to decrease revenues for the reimbursement from APS (Alamogordo Public Schools) for the School Resource program for FY15. The cost for internal services has been removed from their costs.

11	GENERAL FUND				
	<i>Revenues</i>				
	011-0000-314.13-57	APS Reimbursement	151,552	(11,683)	139,869

REVISION #2

This budget revision is to increase expenditures for required hearing device for those who request it. We have two citizens that regularly request the use of the equipment for the City Commission Meetings. At this time we are borrowing the equipment from the Advanced Hearing Center here in the city, but it only has the ability for one person to use it. We are required to have this equipment in order to meet the ADA Regulations for the hearing impaired.

11	GENERAL FUND				
	<i>Expenditures</i>				
	011-2001-411.30-40	Supplies	1,800	1,150	2,950

REVISION #3

This budgeted revision is requested to increase expenditures for the maintenance agreement for the 911 equipment hat has increased from last year due to the age of the system. The manufacturer no longer provides support for the system. Funds are requested from Fund Balance.

11	GENERAL FUND				
	<i>Expenditures</i>				
	011-4004-420.44-50	Equipment Maintenance	34,452	6,904	41,356

REVISION #4

This budget revision is to accommodate removing the funds that were budgeted for the 2014 German Oktoberfest that will not be sponsored by the City.

20	LODGER'S TAX - CITY 'S SHARE				
	<i>Revenues</i>				
	020-0000-316.15-28	Misc. Reve. Special Events	58,500	(8,500)	50,000
	<i>Expenditures</i>				
CSOCTF	020-0006-454.57-93	Special Events	50,000	(50,000)	0

REVISION #5

This budget revision is to increase expenditures for the additional funds, to pay an invoice, needed for the bidding process phase services of the Airport Runway Extension Project, as well as, adjust \$36 from a transposition error correction.

40	AIRPORT IMPROVEMENT PROJECTS				
	<i>Expenditures</i>				
AP1401	040-0099-990.68-99	Capital Outlay/ICIP	17,237	2,016	19,253

Resolution 2014-45 September 23, 2014

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #6 - Purposely Blank					

REVISION #7

This budget revision is to increase revenue and expenditures for the additional Grant funds awarded in FY15 from the AAA HB2 State Grant.

71	ALAMO SENIOR CENTER				
	<i>Revenues</i>				
	071-0000-317.16-32	Revenue HB2 Grant	220,618	7,200	227,818
	<i>Expenditures</i>				
	071-8030-445.20-03	S&B Temp/Part Time	6,602	5,878	12,480
	071-8030-445.20-15	S&B Temp/Social Security	505	450	955
	071-8030-445.20-30	S&B Worker's Comp	53	45	98
	071-8030-445.32-75	Program Supplies	635	827	1,462
		Total Expenditures	<u>7,795</u>	<u>7,200</u>	<u>14,995</u>

REVISION #8

Budget Revision is to budget the carry-over expense of the budget from FY14 for the Generator for the Senior Center. The request to have this carried over was overlooked. The Generator is needed for back up of the Senior Center.

11	General Fund				
	<i>Transfers Out</i>				
	011-0000-491.18-71	Transfer to Sen Ctr (071)	361,080	50,000	411,080
71	ALAMO SENIOR CENTER				
	<i>Transfers In</i>				
	071-0000-391.19-11	Transfer From General (011)	361,080	50,000	411,080
	<i>Expenditures</i>				
	071-8116-445.63-91	Capital Building Improve	503,816	50,000	553,816

REVISION #9

This budget revision is to increase revenue and expenditures for the additional Grant funds awarded in FY15 from the RSVP Federal Grant.

75	RETIRED SENIOR VOLUNTEER PROGRAM				
	<i>Revenues</i>				
	075-0000-317.16-39	Federal Grant RSVP	42,914	2,500	45,414
	<i>Expenditures</i>				
	075-8201-445.56-05	Training & Travel	2,093	1,425	3,518
	075-8201-445.60-23	Computer Software	0	1,075	1,075
		Total Expenditures	<u>2,093</u>	<u>2,500</u>	<u>4,593</u>

Resolution 2014-45 September 23, 2014

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #10					
This budget revision is to increase expenditures to replace the center section of the original liner torn due to age. Repairs are necessary to keep the effluent pumping system in full operation, otherwise, effluent levels will fall below pumping levels and burn up the pumps.					
81	WATER/SEWER OPERATING <i>Expenditures</i>				
PW1512	081-9399-990.68-99	ICIP/RPR WWTP Floating Cover	0	40,000	40,000

REVISION #11

This budget revision is to increase expenditures in order to pay for repairs to the Convenience Center Backhoe which is at Wagner Cat with major repairs and safety issues needing to be resolved. The estimated repairs are \$14,000 which does not include tax. This machine is necessary for Convenience Center Operations of compacting trash in containers and moving containers. At present, a loaner backhoe has been borrowed from Utility Maintenance.

86	SOLID WASTE COLLECTION SYSTEM <i>Expenditures</i>				
	086-1003-434.44-21	Fleet Commercial Parts	7,500	16,000	23,500

REVISION #12

This budget revision is to correct the revision for the Golf Course Storage Pond on Resolution 2014-30 7-23-14. The entry on the resolution was incorrect and did not include the legislative grant as it should have. Also note correction to Fund Balance Reserve which should be 1/7th of 2 months operating. The Fund Balance Reserve is also corrected on the ReCap sheet.

90	GOLF COURSE <i>Expenditures</i>				
PW1509	090-0101-456.60-01	Capital Outlay	90,218	209,782	300,000

REVISION #13

This budget revision is to reduce expenditures to close project PW1402 (Washington Drainage Imp). Funds are being returned to Fund Balance.

109	STREET CAPITAL GRT <i>Expenditures</i>				
PW1402	109-9003-430.65-01	Street Program-Prep Work	50,002	(37,478)	12,524

REVISION #14

This budget revision is to increase revenues, expenditures and transfers to update the Internal Services for the first of the fiscal year.

11	GENERAL FUND <i>Transfers Out</i>				
	011-0000-491.18-12	Fleet Maintenance	\$182,884	\$7,911	190,795
	011-0000-491.18-12	Facility Maintenance	\$249,420	\$1,403	250,823
	011-0000-491.18-12	MIS Services	\$461,411	\$103,475	564,886
	011-0000-491.18-12	Personnel Services	\$139,579	\$10,997	150,576
	011-0000-491.18-12	Purchasing Services	\$37,979	(\$888)	37,091
	011-0000-491.18-71	Senior Center (F71)	\$361,080	\$21,608	382,688
	011-0000-491.18-75	RSVP (75)	\$48,265	\$2,294	50,559
		Total Transfers Out	1,480,618	146,800	1,627,418

Resolution 2014-45 September 23, 2014

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
12	INTERNAL SERVICES				
	<i>Revenues</i>				
	012-3503-316.15-32	Fleet Maintenance Fees	\$9,630	\$14,278	23,908
	012-3303-316.15-39	Facility Maintenance Fees	\$10,987	\$37,845	48,832
	012-3402-316.15-38	MIS Fees	\$23,946	\$46,918	70,864
	012-1701-316.15-43	Personnel Service Fees	\$18,005	\$17,275	35,280
	012-1602-316.15-37	Purchasing Fees	\$23,540	\$6,869	30,409
		Total Revenues	86,108	123,185	209,293
	<i>Transfers In</i>				
	012-0000-391.19-11	Transfer fr Fund 11	\$2,111,979	\$122,756	2,234,735
	012-0000-391.19-15	Transfer fr Fund 15	\$2,675	(\$46)	2,629
	012-0000-391.19-16	Transfer fr Fund 16	\$5,735	(\$82)	5,653
	012-0000-391.19-19	Transfer fr Fund 19	\$18,821	\$5,430	24,251
	012-0000-391.19-20	Transfer fr Fund 20	\$33,889	\$2,155	36,044
	012-0000-391.19-27	Transfer fr Fund 27	\$5,903	\$370	6,273
	012-0000-391.19-32	Transfer fr Fund 32	\$433,001	\$42,094	475,095
	012-0000-391.19-37	Transfer fr Fund 37	\$1,510	\$69	1,579
	012-0000-391.19-44	Transfer fr Fund 44	\$167,572	(\$7,513)	160,059
	012-0000-391.19-63	Transfer fr Fund 63	\$41,860	\$2,298	44,158
	012-0000-391.19-65	Transfer fr Fund 65	\$11,287	\$1,058	12,345
	012-0000-391.19-71	Transfer fr Fund 71	\$95,457	(\$95,457)	0
	012-0000-391.19-74	Transfer fr Fund 74	\$645	(\$11)	634
	012-0000-391.19-75	Transfer fr Fund 75	\$13,844	\$2,294	16,138
	012-0000-391.19-81	Transfer fr Fund 81	\$276,890	\$14,381	291,271
	012-0000-391.19-86	Transfer fr Fund 86	\$29,658	\$1,792	31,450
	012-0000-391.19-90	Transfer fr Fund 90	\$61,859	\$4,056	65,915
	012-0000-391.19-91	Transfer fr Fund 91	\$34,501	\$2,026	36,527
		Total Transfers In	3,347,086	97,670	3,444,756
15	CORRECTIONS-JAIL				
	<i>Transfers Out</i>				
	015-0000-491.18-12	Purchasing Services	\$2,675	(\$46)	2,629
16	LODGER'S TAX-PROMOTIONAL FUND				
	<i>Transfers Out</i>				
	016-0000-491.18-12	Purchasing Services	\$2,675	(\$46)	2,629
	016-0000-491.18-12	Personnel Services	\$188	\$14	202
		Total Transfers Out	2,863	(32)	2,831
19	COURT AUTOMATION FUND				
	<i>Transfers Out</i>				
	019-0000-491.18-12	MIS Services	\$17,919	\$5,445	23,364
	019-0000-491.18-12	Purchasing Services	\$902	(\$15)	887
		Total Transfers Out	18,821	5,430	24,251
20	LODGER'S TAX-CITY'S SHARE				
	<i>Transfers Out</i>				
	020-0000-491.18-12	Fleet Maintenance	\$1,045	\$45	1,090
	020-0000-491.18-12	Facility Maintenance	\$20,389	\$330	20,719
	020-0000-491.18-12	MIS Services	\$6,068	\$1,676	7,744
	020-0000-491.18-12	Personnel Services	\$2,346	\$173	2,519
	020-0000-491.18-12	Purchasing Services	\$4,041	(\$69)	3,972
		Total Transfers Out	33,889	2,155	36,044
27	MUNICIPAL COURT				
	<i>Transfers Out</i>				
	027-0000-491.18-12	Personnel Services	\$5,170	\$382	5,552
	027-0000-491.18-12	Purchasing Services	\$733	(\$12)	721
		Total Transfers Out.	5,903	370	6,273

Resolution 2014-45 September 23, 2014

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
32	COMMUNITY SERVICES				
	<i>Transfers Out</i>				
	032-0000-491.18-12	Fleet Maintenance	\$70,317	\$3,042	73,359
	032-0000-491.18-12	Facility Maintenance	\$154,300	\$2,495	156,795
	032-0000-491.18-12	MIS Services	\$131,863	\$32,676	164,539
	032-0000-491.18-12	Personnel Services	\$57,145	\$4,215	61,360
	032-0000-491.18-12	Purchasing Services	\$19,376	(\$334)	19,042
		Total Transfers Out	433,001	42,094	475,095
37	STATE HIGHWAY FUND				
	<i>Transfers Out</i>				
	037-0000-491.18-12	Personnel Services	\$1,027	\$77	1,104
	037-0000-491.18-12	Purchasing Services	\$483	(\$8)	475
		Total Transfers Out	1,510	69	1,579
44	TRANSPORTATION FUND				
	<i>Transfers Out</i>				
	044-0000-491.18-12	Fleet Maintenance	\$43,743	\$1,892	45,635
	044-0000-491.18-12	Facility Maintenance	\$91,292	(\$10,809)	80,483
	044-0000-491.18-12	MIS Services	\$1,702	\$419	2,121
	044-0000-491.18-12	Personnel Services	\$16,666	\$1,229	17,895
	044-0000-491.18-12	Purchasing Services	\$14,169	(\$244)	13,925
		Total Transfers Out	167,572	(7,513)	160,059
63	COMMUNITY DEVELOPMENT				
	<i>Transfers Out</i>				
	063-0000-491.18-12	Facility Maintenance	\$540	\$9	549
	063-0000-491.18-12	MIS Services	\$38,413	\$2,095	40,508
	063-0000-491.18-12	Personnel Services	\$2,674	\$198	2,872
	063-0000-491.18-12	Purchasing Services	\$233	(\$4)	229
		Total Transfers Out	41,860	2,298	44,158
65	BUILDING CODES				
	<i>Transfers Out</i>				
	065-0000-491.18-12	Fleet Maintenance	\$2,090	\$91	2,181
	065-0000-491.18-12	Facility Maintenance	\$1,081	\$17	1,098
	065-0000-491.18-12	MIS Services	\$6,295	\$837	7,132
	065-0000-491.18-12	Personnel Services	\$1,588	\$117	1,705
	065-0000-491.18-12	Purchasing Services	\$223	(\$4)	219
		Total Transfers Out	11,277	1,058	12,335
71	Alamo Senior Center				
	<i>Transfers Out</i>				
	071-0000-491.18-12	Transfer to (12) Internal Serv	\$95,457	(\$95,457)	0
	<i>Transfers In</i>				
	071-0000-391.19-11	Transfer from (11) General Fund	\$361,080	\$21,608	382,688
	<i>Expenditures</i>				
	071-8023-445.44-24	Facility Maintenance	\$0	\$11,354	11,354
	071-8023-445.57-21	MIS Services	\$0	\$12,442	12,442
	071-8023-445.57-23	Personnel Services	\$0	\$4,995	4,995
	071-8023-445.57-41	Purchasing Services	\$0	\$2,112	2,112
	071-8024-445.44-20	Fleet Maintenance	\$0	\$2,772	2,772
	071-8024-445.44-24	Facility Maintenance	\$0	\$11,354	11,354
	071-8024-445.57-21	MIS Services	\$0	\$12,442	12,442
	071-8024-445.57-23	Personnel Services	\$0	\$3,330	3,330
	071-8024-445.57-41	Purchasing Services	\$0	\$2,112	2,112
	071-8025-445.44-20	Fleet Maintenance	\$0	\$9,703	9,703
	071-8025-445.44-24	Facility Maintenance	\$0	\$3,785	3,785

Resolution 2014-45 September 23, 2014

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	071-8025-445.57-21	MIS Services	\$0	\$4,147	4,147
	071-8025-445.57-23	Personnel Services	\$0	\$4,163	4,163
	071-8025-445.57-41	Purchasing Services	\$0	\$1,056	1,056
	071-8026-445.44-20	Fleet Maintenance	\$0	\$1,386	1,386
	071-8026-445.57-21	MIS Services	\$0	\$2,074	2,074
	071-8026-445.57-23	Personnel Services	\$0	\$833	833
	071-8026-445.57-41	Purchasing Services	\$0	\$352	352
	071-8030-445.44-24	Facility Maintenance	\$0	\$3,785	3,785
	071-8030-445.57-21	MIS Services	\$0	\$2,074	2,074
	071-8030-445.57-23	Personnel Services	\$0	\$833	833
	071-8030-445.57-41	Purchasing Services	\$0	\$352	352
	071-8115-445.44-24	Facility Maintenance	\$0	\$7,569	7,569
	071-8115-445.57-21	MIS Services	\$0	\$8,294	8,294
	071-8115-445.57-23	Personnel Services	\$0	\$2,498	2,498
	071-8115-445.57-41	Purchasing Services	\$0	\$1,056	1,056
		Total Expenditures	-	116,873	116,873
74	SENIOR CENTER GIFT FUND				
	<i>Transfers Out</i>				
	074-0000-491.18-12	Purchasing Services	\$645	(\$11)	634
75	RETIRED SENIOR VOL PROGRAM				
	<i>Transfers Out</i>				
	075-0000-491.18-12	Fleet Maintenance	\$1,792	\$77	1,869
	075-0000-491.18-12	MIS Services	\$7,222	\$2,095	9,317
	075-0000-491.18-12	Personnel Services	\$2,256	\$167	2,423
	075-0000-491.18-12	Purchasing Services	\$2,574	(\$45)	2,529
		Total Transfers Out	13,844	2,294	16,138
81	WATER/SEWER OPERATING				
	<i>Transfers Out</i>				
	081-0000-491.18-12	Fleet Maintenance	\$43,444	\$1,880	45,324
	081-0000-491.18-12	Facility Maintenance	\$66,046	\$489	66,535
	081-0000-491.18-12	MIS Services	\$55,939	\$10,055	65,994
	081-0000-491.18-12	Personnel Services	\$42,598	\$3,143	45,741
	081-0000-491.18-12	Purchasing Services	\$68,863	(\$1,186)	67,677
		Total Transfers Out	276,890	14,381	291,271
86	SOLID WASTE COLLECTION SYS				
	<i>Transfers Out</i>				
	086-0000-491.18-12	Fleet Maintenance	\$14,407	\$623	15,030
	086-0000-491.18-12	Facility Maintenance	\$2,288	\$37	2,325
	086-0000-491.18-12	MIS Services	\$4,351	\$838	5,189
	086-0000-491.18-12	Personnel Services	\$4,866	\$359	5,225
	086-0000-491.18-12	Purchasing Services	\$3,746	(\$65)	3,681
		Total Transfers Out	29,658	1,792	31,450
90	GOLF COURSE				
	<i>Transfers Out</i>				
	090-0000-491.18-12	Facility Maintenance	\$28,739	\$465	29,204
	090-0000-491.18-12	MIS Services	\$9,863	\$2,931	12,794
	090-0000-491.18-12	Personnel Services	\$7,648	\$564	8,212
	090-0000-491.18-12	Purchasing Services	\$5,609	(\$96)	5,513
		Total Transfers Out	51,859	3,864	55,723
91	AIRPORT				
	<i>Transfers Out</i>				
	091-0000-491.18-12	Fleet Maintenance	\$12,018	\$520	12,538
	091-0000-491.18-12	Facility Maintenance	\$12,483	\$202	12,685
	091-0000-491.18-12	MIS Services	\$4,145	\$1,257	5,402
	091-0000-491.18-12	Personnel Services	\$1,630	\$120	1,750

Resolution 2014-45 September 23, 2014

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	091-0000-491.18-12	Purchasing Services	\$4,225	(\$73)	4,152
		Total Transfers Out	34,501	2,026	36,527
901	HOUSING LOW RENT OPERATING				
	<i>Expenditures</i>				
	901-0007-463.57-21	MIS Services	\$16,906	\$5,064	21,970
	901-0007-463.57-23	Personnel Services	\$8,762	\$647	9,409
	901-0007-463.57-41	Purchasing Services	\$9,253	(\$160)	9,093
	901-0107-463.44-20	Fleet Maintenance	\$7,838	\$338	8,176
		Total Expenditures	42,759	5,889	48,648
903	HOUSING HOMEOWNERSHIP OPERATING				
	<i>Expenditures</i>				
	903-0007-463.44-20	Fleet Maintenance	\$1,792	\$77	1,869
	903-0007-463.57-21	MIS Services	\$1,272	\$382	1,654
	903-0007-463.57-23	Personnel Services	\$660	(\$22)	638
	903-0007-463.57-41	Purchasing Services	\$696	(\$12)	684
		Total Expenditures	4,420	425	4,845

REVISION #15

This budget revision is requested to decrease reimbursement from APS for the School Resource program. The cost for internal services has been removed from their costs.

11	CITY CLERK				
	<i>Expenditures</i>				
	011-2001-411.57-43	Professional Services	10,000	9,630	19,630

REVISION #16

This budget revision is to accommodate the anticipated funding required for the runway extension construction project at the Alamogordo White Sands Regional Airport. The City will be reimbursed 95% of the eligible project costs by the FAA and State Dot Aviation Division. The project amount also includes 30k to fund the relocation of the runway lighting and relocation of an existing gas line. Both expense are eligible for reimbursement.

40	AIRPORT IMPROVEMENT PROJ				
	<i>Transfers In</i>				
AP1502	040-0000-391.19-61	Transfer From Infrs GRT (061)	0	340,208	340,208
	<i>Revenues</i>				
AP1502	040-0000-317.16-73	Airport - Federal Grant	0	5,601,970	5,601,970
AP1502	040-0000-317.16-81	Airport - State Grant	0	311,221	311,221
			-	5,913,191	5,913,191
	<i>Expenditures</i>				
AP1502	040-0099-990.68-99	Capital Outlay - ICIP	0	6,224,412	6,224,412
AP1502	040-0099-990.57-34	Contract Services	0	15,000	15,000
AP1502	040-0099-990.57-35	In-House Eng Fees	0	20,000	20,000
		Total Expenditures	0	6,259,412	6,259,412
61	INFRASTRUCTURE GRT FUND				
	<i>Transfers Out</i>				
	061-0000-391.19-40	Transfer Out to Airport Imp (40)	0	340,208	340,208

Resolution 2014-45 September 23, 2014

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #17					
This budget revision is to request additional budget from fund balance to cover In-house Engineering fees for projects and consultant fees required for the FY 14-15 project.					
109	STREET CAPITAL GRT				
	<i>Expenditures</i>				
EN1209	109-8903-430.57-35	Pecan/Indian Wells Alignment	0	5,000	5,000
En1219	109-9003-430.57-35	10th & White Sands NE	2,000	2,000	4,000
EN1402	109-9003-430.62-35	SMP FY14-15/Consultant	0	32,500	32,500
			2,000	39,500	41,500

REVISION #18

This budget revision is to replacing the damaged concrete apron and asphalt pavement in front of the Neptune hanger. This project is being paid from the Economic Development GRT because the improvement will allow Neptune to bring in more planes for maintenance and create more jobs.

105	ECONOMIC DEVELOPMENT				
	<i>Expenditures</i>				
	105-0407-450.57-34	Contract Services	0	10,000	10,000
	105-0407-405.57-35	In-House Engineering Fees		5,000	
	105-0407-450.62-10	Neptune Apron Reconstruction	0	285,000	285,000
			-	300,000	295,000

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

ENTITY NAME: City of Alamogordo
FISCAL YEAR: 2014/2015
DFA Resolution Number: _____

For Local Government Division use only:

(A) ENTITY RESOLUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
2014-45 #1	101	REVENUE	\$15,992,059	(\$11,683)	15,980,376	Decrease reimbursement
2014-45 #2	"	EXPENDITURE	\$13,262,028	\$1,150	13,263,178	Hearing Devices Commission Chambers
2014-45 #3	"	EXPENDITURE	\$13,263,178	\$6,904	13,270,082	Maintenance Agreement
2014-45 #8	"	TRANSFER TO	(\$6,514,996)	(\$50,000)	(6,564,996)	HVAC
2014-45 #14	"	TRANSFER TO	(\$6,564,996)	(\$146,800)	(6,711,796)	internal Services
2014-45 #15	"	EXPENDITURE	\$13,270,082	\$9,630	13,279,712	Professional Services
2014-45 #14	201	TRANSFER TO	(\$27,399)	(\$5,754)	(33,153)	internal Services
2014-45 #4	214	REVENUE	\$734,684	(\$8,500)	726,184	Remove Event
2014-45 #4	"	EXPENDITURE	\$871,927	(\$50,000)	821,927	Remove Event
2014-45 #14	"	TRANSFER TO	(\$41,344)	(\$2,123)	(43,467)	internal Services
2014-45 #14	216	TRANSFER TO	(\$2,583,550)	\$7,444	(2,576,106)	internal Services
2014-45 #14	217	TRANSFER TO	(\$448,481)	(\$42,094)	(490,575)	internal Services
2014-45 #7	219	REVENUE	\$1,326,651	\$7,200	1,333,851	Additional Grant Funds
2014-45 #7	"	EXPENDITURE	\$1,747,482	\$7,200	1,754,682	Additional Grant Funds
2014-45 #8	"	TRANSFER FROM	\$409,345	\$50,000	459,345	HVAC
2014-45 #8	"	EXPENDITURE	\$1,754,682	\$50,000	1,804,682	HVAC
2014-45 #9	"	REVENUE	\$1,333,851	\$2,500	1,336,351	Additional Grant Funds
2014-45 #9	"	EXPENDITURE	\$1,804,682	\$2,500	1,807,182	Additional Grant Funds
2014-45 #14	"	TRANSFERS FROM	\$459,345	\$23,902	483,247	internal Services
2014-45 #14	"	TRANSFERS TO	(\$109,301)	\$93,163	(16,138)	internal Services
2014-45 #14	"	EXPENDITURE	\$1,807,182	\$116,873	1,924,055	internal Services
2014-45 #14	299	TRANSFER TO	(\$1,397,885)	(\$3,356)	(1,401,241)	internal Services
2014-45 #5	300	EXPENDITURE	\$40,337,083	\$2,016	40,339,099	Correct error
2014-45 #13	"	EXPENDITURE	\$40,339,099	(\$37,478)	40,301,621	Close Project
2014-45 #16	"	REVENUE	\$25,984,615	\$5,913,191	31,897,806	Federal & State Grant for Runway Extension
2014-45 #16	"	TRANSFER FROM	\$4,302,378	\$340,208	4,642,586	Runway Extension
2014-45 #16	"	TRANSFER TO	(\$3,123,742)	(\$340,208)	(3,463,950)	Runway Extension
2014-45 #16	"	EXPENDITURE	\$40,301,621	\$6,259,412	46,561,033	Federal & State Grant for Runway Extension
2014-45 #17	"	EXPENDITURE	\$46,561,033	\$39,500	46,600,533	In-House Engineering
2014-45 #18	"	EXPENDITURE	\$46,600,533	\$300,000	46,900,533	Close Project
2014-45 #10	500 - Water	EXPENDITURE	\$13,132,986	\$40,000	13,172,986	Repair WW Liner
2014-45 #14	"	TRANSFER TO	(\$4,028,145)	(\$14,381)	(4,042,526)	internal Services
2014-45 #11	500-Solid Waste	EXPENDITURE	\$1,879,955	\$16,000	1,895,955	Repair Backhoe
2014-45 #14	"	TRANSFER TO	(\$131,511)	(\$1,792)	(133,303)	internal Services
2014-45 #14	500-Airport	TRANSFER TO	(\$84,501)	(\$2,026)	(86,527)	internal Services
2014-45 #12	500-Golf Course	EXPENDITURE	\$1,534,697	\$209,782	1,744,479	Correct error
2014-45 #14	"	TRANSFER TO	(\$53,579)	(\$3,864)	(57,443)	internal Services
2014-45 #14	600	REVENUE	\$306,840	\$123,185	430,025	internal Services
2014-45 #14	"	TRANSFER FROM	\$3,452,877	\$97,670	3,550,547	internal Services
2014-45 #14	700	TRANSFER TO	(\$2,365)	\$11	(2,354)	internal Services
2014-45 #14	"	EXPENDITURE	\$3,382,746	\$6,314	3,389,060	internal Services
Total Adjustments				\$13,005,696		

ATTEST: _____
Title (Date) Mayor/Board Chairman (Date)

Revised 2014-45 Revised 9/23/14

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/23/2014

Report Date: 09/04/2014

Report No: 6

Submitted By: Matt McNeile
Assistant City Manager

Approved For Agenda: _____

Subject: Consider and act upon, approving Resolution 2014 to apply for a grant through the New Mexico Department of Transportation to complete the Master Plan for the Alamogordo White Sands Regional Airport.

Fiscal Impact: \$4,718 City Match
Amount Budgeted: \$94,353.00
Fund: 091-0006-459.57-57 - Project AP1202

Recommendation: Approve Resolution. (Roll Call Vote Required)

Background: The Airport Master Plan for the Alamogordo White Sands Regional Airport is in the final draft form. The contractor for the City of Alamogordo is URS Corporation. The original grant expired in March of 2013. The Master Plan was not complete at that time. City Commission directed staff to work with URS to complete the Master Plan. The grant application will provide the funding to complete all of the required studies and incorporate public comment to finalize the Master Plan.

Reviewed By:

City Attorney SPT City Clerk KC Community Development _____ Community Services _____
Finance HW Housing Authority _____ Planning _____ Personnel _____ Public Safety _____
Public Works _____ Purchasing _____ Assistant City Manager AM

RESOLUTION NO. 2014-52

**APPROVING A GRANT APPLICATION THROUGH
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO,
CONTINUE AND COMPLETE THE MASTER PLAN UPDATE FOR THE
ALAMOGORDO-WHITE SANDS REGIONAL AIRPORT AND DESIGNATING THE CITY
MANAGER AS THE SIGNATORY AUTHORITY**

WHEREAS, the City of Alamogordo is the owner and operator of the Alamogordo/ White Sands Regional Airport; and,

WHEREAS, the New Mexico Department of Transportation has offered a grant application for the completion of the Master Plan for the Alamogordo White Sands Regional Airport; and,

WHEREAS, the City Commission of the City of Alamogordo deems it to be in the best interest of the City to approve the grant application to make the improvements at the Airport.

BE IT THEREFORE RESOLVED that James Stahle, City Manager is authorized to sign any agreement related to this project.

BE IT FURTHER RESOLVED by the City Commission of the City of Alamogordo, New Mexico that the New Mexico Department of Transportation grant application for the completion of the Master Plan for the Alamogordo-White Sands Regional Airport is hereby accepted.

DONE this 23rd day of September, 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

DATE

09/23/2014

STATE GRANT AGREEMENT FOR AIRPORT PROJECTS



New Mexico DEPARTMENT OF
TRANSPORTATION

AVIATION DIVISION

Sponsor

City of Alamogordo

Respond to:
NMDOT - AVIATION DIVISION
PO Box 9830
Albuquerque, NM 87119
505-244-1788 phone
505-244-1790 fax

Contract No. _____

Project No. _____

Vendor No. _____

Expiration Date _____

Purchase Order No: _____

PROJECT AGREEMENT

This Project Agreement / Application is between City of Alamogordo, New Mexico (Sponsor) and The State of New Mexico, acting through the New Mexico Department of Transportation, Aviation Division (Division) for the purpose of carrying out the provisions of Section 64-1-13, NMSA 1978 of the Aviation Act (Act) and Sections 3-39-1 et. seq., NMSA 1978 of the Municipal Airport Law

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

SECTION ONE - PURPOSE

The purpose of this Agreement / Application is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an airport or aviation project at White Sands Regional Airport

Based on the Sponsor's request, the Division has granted state funding to pay 95 % of the Sponsor's share of all allowable costs for the project.

Project Description:

Completion of the Airport Master Plan for the White Sands Regional Airport. The previous grant expired on June 30, 2014. NMAD Project # ALM - 12 -2. URS Corporation will be retained to complete the Master Plan as originally tasked.

The site of development is more particularly described on the property map, attached as "Exhibit A"

Items of work, cost and source of funds as stated in "Exhibit B", of this Agreement.

FUNDING

	STATE	SPONSOR	OTHER	TOTAL
\$	89,635	\$ 4,718	\$ 0	\$

ROUND TO THE NEAREST DOLLAR

SECTION TWO - PROJECT FUNDING

1. The funding for this project is set forth in EXHIBIT B.
2. The maximum obligation of the State payable by the Division under this Agreement is set forth in EXHIBIT B.
3. Funding approved under this Agreement / Application shall be paid subject to the availability of funds from the the State Aviation Fund. Any unexpended portion of funds subject to this agreement shall revert to the State Aviation Fund.

SECTION THREE - SPONSOR SHALL

1. Pay all costs, perform all labor, and supply all material, except as described in EXHIBIT B of this Agreement, for the purpose as described in SECTION ONE.
2. Provide a representative from its organization who shall serve as the single point of contact for the Division.
3. Maintain in force a **Maintenance Resolution** by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for its effectuation.
4. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
5. Be responsible for all design and pre-construction activities.
6. Initiate and cause to be prepared all necessary documents including plans, specifications, and estimates (PS&E), and reports for this Project.
7. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
8. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. The work will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).
9. Notify the Division when the plans and specifications are sufficiently complete for review.
10. Make no changes in design or scope of work without documented approval of the Aviation Division.
11. Advertise for and contract for the construction of the Project.
12. Require the Engineer to prepare a final detail estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Division in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.

13. The Sponsor shall submit to the Division one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
14. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this Agreement, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this Agreement. The Sponsor shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such State share shall be approved in advance by the Division.
15. The Sponsor shall, upon reasonable notice, allow the Division the right to inspect the project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being satisfactorily complied with. If such inspection discloses a failure to substantially meet such requirements and standards as, agreed to by the Division, the Division may terminate payment or payments until a mutually satisfactory remedy is agreed upon.

SECTION FOUR - DIVISION SHALL

1. Assign a contact person for this project.
2. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
3. The Division shall not provide an extensive check of any plans submitted by the Sponsor. Acceptance of plans by the Division does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

SECTION FIVE - BOTH PARTIES AGREE

1. If upon termination of this Agreement there remain any properties, materials or equipment belonging to the Division, the Sponsor shall account for the same and dispose of them as directed by the Division.
2. The allowable costs of the Project shall not include costs determined by the Division to be ineligible for consideration under the Act.
3. The expenditure of any State money is subject to approval by the Division.

4. The Local Governments Road Fund, established pursuant to Section 67-3-28.2, NMSA 1978, shall not be used to administer this project.
5. A Sponsor that has received a distribution pursuant to Section 67-3-28.2, NMSA 1978, may not use this distribution to meet its match required for this project.

SECTION SIX - DISPOSITION OF PROPERTY

1. **Disposition of Property** - Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes and must be stored at the airport.

SECTION SEVEN - REPRESENTATIONS

The Sponsor hereby represents and certifies the following by signing this Agreement:

1. **Legal Authority** - The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) to accept, receive and disburse grants of funds from the State of New Mexico in aid of the Project; and (3) to carry out all provisions stated in this "Grant Agreement for Airport Projects."
2. **Defaults** - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
3. **Possible Disabilities** - The Sponsor states, by execution of this Agreement, there are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
4. **Land** - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

SECTION EIGHT - ASSURANCES

The Sponsor hereby covenants and agrees with the Division the following by signing this Agreement

1. The Sponsor agrees that it will operate the airport receiving aid under this application for the use and benefit of the public on fair and reasonable terms, and without unjust discrimination.
2. The Sponsor specifically agrees that it will keep said airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes: **provided**, that the Sponsor establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport;

3. The Sponsor agrees that in its operation of the airport and all facilities. Neither it nor any person or organization occupying space on facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility provided for the public on the airport; and further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis to all users thereof.
4. The Sponsor will operate and maintain in a safe and serviceable condition the airport and all facilities connected therewith which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
5. The Sponsor will, by acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
6. The Sponsor agrees that no landing fee shall be charged any owner or operator of aircraft using said airport; which would be in violation of Section 64-1-16, NMSA 1978, as amended.
7. If said airport is on private land, the Sponsor shall attach a duly executed agreement permitting public use of this land for airport purposes without limit as to time, titled "Exhibit C".
8. The Sponsor agrees to comply with the New Mexico Aviation Act and the rules and regulations promulgated there under.
9. The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the New Mexico Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

SECTION NINE - COMPLIANCE WITH LAW

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the project.

SECTION TEN - THIRD PARTY BENEFICIARY CLAUSE

This Agreement is not intended by any of the provisions of any of its parts to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit for wrongful death, bodily and or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION ELEVEN - COMPLIANCE WITH EMPLOYMENT LAW AND COOPERATION WITH DEPARTMENT INVESTIGATIONS

The Sponsor shall comply with all applicable Federal, State, and Department laws, regulations and policies, including, but not limited to laws governing, civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Sponsor shall furnish all information and reports required by, or pursuant to, the rules, regulations, and policies of the Department, and will permit access to, and the interview of, its employees, and the, except for legally privileged material, examination and copying of its employee records by investigators for the Department's Equal Opportunity Programs Bureau, Office of Inspector General, and Risk Management Bureau, the New Mexico Attorney General's Office, the New Mexico Department of Labor, and all branches of the United States Department of Transportation; and will otherwise fully cooperate with all such investigations.

SECTION TWELVE - NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Sponsor and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION THIRTEEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

SECTION FOURTEEN - REIMBURSEMENTS

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed to the Sponsor. The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the Agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Claims for reimbursement requests shall be completed on a (State) form A-1159, Request for Reimbursement.

Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Division reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

SECTION FIFTEEN - AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

SECTION SIXTEEN - TERM

The Agreement shall not take effect until executed by all of the parties hereto. This Agreement shall not exceed two (2) years. This agreement shall expire two (2) years from complete execution.

SECTION SEVENTEEN - TERMINATION

If the Sponsor fails to comply with any provision of this Agreement, the Division has the option to terminate this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of this Agreement.

SECTION EIGHTEEN - 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 understandings, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

SECTION NINETEEN - SEVERABILITY

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION TWENTY - AMENDMENT

This Agreement shall not be altered, modified, or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

SECTION TWENTYONE - RATIFICATION AND ADOPTION

The Sponsor's execution of this Agreement is evidence of acceptance of the offer of state funding from the Division and ratification and adoption of the terms and conditions of this Agreement, including but not limited to all assurances, statements, representations, warranties and covenants herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND YEAR WRITTEN BELOW

Recommended by AVIATION DIVISION

New Mexico Department of Transportation

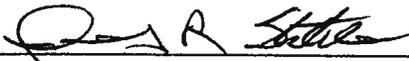
By: _____
Aviation Division Director or
Designee

By: _____
Cabinet Secretary or
Designee

Date: _____

Date: _____

SPONSOR:



City of Alamogordo

PRINT NAME

By: JAMES R Stahl, City Manager

Date: 7/17/14

Approved as to form and legal sufficiency by the NMDOT Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

EXHIBIT B PROJECT COSTS

GRANTEE City of Alamogordo

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
1	Master Plan for the White Sands Regional Airport (ALM)	\$ 89,635	\$ 4,718	\$ 0	\$ 94,953

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	\$	\$

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TOTALS	\$ 89,635	\$ 4,718	\$ 0	\$ 94,953
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AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/23/2014

Report Date: 09/04/2014

Report No: 6

Submitted By: Matt McNeile
Assistant City Manager

Approved For Agenda: _____

Subject: Consider and act upon, approving Resolution 2014-52 to apply for a grant through the New Mexico Department of Transportation to complete the Master Plan for the Alamogordo White Sands Regional Airport.

Fiscal Impact: \$4,718 City Match
Amount Budgeted: \$94,353.00
Fund: 091-0006-459.57-57 - Project AP1202

Recommendation: Approve Resolution. (Roll Call Vote Required)

Background: The Airport Master Plan for the Alamogordo White Sands Regional Airport is in the final draft form. The contractor for the City of Alamogordo is URS Corporation. The original grant expired in March of 2013. The Master Plan was not complete at that time. City Commission directed staff to work with URS to complete the Master Plan. The grant application will provide the funding to complete all of the required studies and incorporate public comment to finalize the Master Plan.

Reviewed By:

City Attorney SP1 City Clerk RL Community Development _____ Community Services _____
Finance cur Housing Authority _____ Planning _____ Personnel _____ Public Safety _____
Public Works _____ Purchasing _____ Assistant City Manager SM

RESOLUTION NO. 2014-52

**APPROVING A GRANT APPLICATION THROUGH
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO,
CONTINUE AND COMPLETE THE MASTER PLAN UPDATE FOR THE
ALAMOGORDO-WHITE SANDS REGIONAL AIRPORT AND DESIGNATING THE CITY
MANAGER AS THE SIGNATORY AUTHORITY**

WHEREAS, the City of Alamogordo is the owner and operator of the Alamogordo/ White Sands Regional Airport; and,

WHEREAS, the New Mexico Department of Transportation has offered a grant application for the completion of the Master Plan for the Alamogordo White Sands Regional Airport; and,

WHEREAS, the City Commission of the City of Alamogordo deems it to be in the best interest of the City to approve the grant application to make the improvements at the Airport.

BE IT THEREFORE RESOLVED that James Stahle, City Manager is authorized to sign any agreement related to this project.

BE IT FURTHER RESOLVED by the City Commission of the City of Alamogordo, New Mexico that the New Mexico Department of Transportation grant application for the completion of the Master Plan for the Alamogordo-White Sands Regional Airport is hereby accepted.

DONE this 23rd day of September, 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

DATE

09/23/2014

STATE GRANT AGREEMENT FOR AIRPORT PROJECTS



New Mexico DEPARTMENT OF
TRANSPORTATION

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Contract No. _____

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The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the project.

SECTION TEN - THIRD PARTY BENEFICIARY CLAUSE

This Agreement is not intended by any of the provisions of any of its parts to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit for wrongful death, bodily and or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION ELEVEN - COMPLIANCE WITH EMPLOYMENT LAW AND COOPERATION WITH DEPARTMENT INVESTIGATIONS

The Sponsor shall comply with all applicable Federal, State, and Department laws, regulations and policies, including, but not limited to laws governing, civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Sponsor shall furnish all information and reports required by, or pursuant to, the rules, regulations, and policies of the Department, and will permit access to, and the interview of, its employees, and the, except for legally privileged material, examination and copying of its employee records by investigators for the Department's Equal Opportunity Programs Bureau, Office of Inspector General, and Risk Management Bureau, the New Mexico Attorney General's Office, the New Mexico Department of Labor, and all branches of the United States Department of Transportation; and will otherwise fully cooperate with all such investigations.

SECTION TWELVE - NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Sponsor and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION THIRTEEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

SECTION FOURTEEN - REIMBURSEMENTS

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed to the Sponsor. The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the Agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Claims for reimbursement requests shall be completed on a (State) form A-1159, Request for Reimbursement.

Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Division reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

SECTION FIFTEEN - AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

SECTION SIXTEEN - TERM

The Agreement shall not take effect until executed by all of the parties hereto. This Agreement shall not exceed two (2) years. This agreement shall expire two (2) years from complete execution.

SECTION SEVENTEEN - TERMINATION

If the Sponsor fails to comply with any provision of this Agreement, the Division has the option to terminate this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of this Agreement.

SECTION EIGHTEEN - 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 understandings, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

SECTION NINETEEN - SEVERABILITY

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION TWENTY - AMENDMENT

This Agreement shall not be altered, modified, or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

SECTION TWENTYONE - RATIFICATION AND ADOPTION

The Sponsor's execution of this Agreement is evidence of acceptance of the offer of state funding from the Division and ratification and adoption of the terms and conditions of this Agreement, including but not limited to all assurances, statements, representations, warranties and covenants herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND YEAR WRITTEN BELOW

Recommended by AVIATION DIVISION

New Mexico Department of Transportation

By: _____
Aviation Division Director or
Designee

By: _____
Cabinet Secretary or
Designee

Date: _____

Date: _____

SPONSOR:



City of Alamogordo

PRINT NAME

By: JAMES R Stahle, City Manager

Date: 7/17/14

Approved as to form and legal sufficiency by the NMDOT Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 23, 2014 **Report Date:** September 10, 2014 **Report No:** 7

Submitted By: Ruben Segura **Approved For Agenda:**  _____
Grants Coordinator

Subject: Approve Resolution No. 2014-53 approving a Grant Agreement between the City of Alamogordo and the US Department of Agriculture (USDA), Forest Service Collaborative Forest Restoration Planning Grant in the amount of \$445,629.00 conduct a National Environmental Policy Act (NEPA) Environmental Impact Study in the Westside Sacramento Mountains Planning Project.

Fiscal Impact: \$45,666 City Match (Administrative In-kind)
Amount Budgeted: N/A
Fund: Fund 11-1501, 11-2102, 81-1803, 81-5703, 24-0000 Project (GC1501)

Recommendation: Approve Resolution No. 2014-53. [Roll call vote required]

Background: On January 14, 2014 the City Commission approved the submission of a Collaborative Forest Restoration Program (planning) grant application to the United States Department of Agriculture – US Forest Service. Subsequently, on September 5, 2014 the City was formally notified that it had been awarded the Collaborative Forest Restoration Program (planning) grant.

The purpose of the grant is to conduct an environmental (NEPA) impact study in the west section of the Lincoln National Forest, or better known as the Marushi/Springer area. This study is a precursor to allow the City of Alamogordo to apply for a future CRFP implementation grant project. The CRFP implementation project would allow the City to remove small diameter trees on easements and City owned property in the area to protect its watersheds and the US National Forest through a watershed restoration and fuels reduction plan, in a collaborative effort with other local, county, state, and federal entities.

Along with the City of Alamogordo (\$45,666), two other collaborators, SWCA Environmental Consultants (\$28,772), and ECO Servants (\$14,688) will be contributing in the match requirement for a total in-kind project match of \$89,126.

Reviewed By:

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

RESOLUTION NO. 2014-53

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALAMOGORDO, NEW MEXICO ACCEPTING COLLABORATIVE FOREST RESTORATION PROGRAM PLANNING GRANT (CRFP) FROM US DEPARTMENT OF AGRICULTURE (USDA), FOREST SERVICE IN THE AMOUNT OF \$445,629.00, INCLUDING A LOCAL MATCH OF \$89,126.00.

WHEREAS, the Board of Commissioners of the City of Alamogordo, of Otero County of the State of New Mexico seeks to accept the federal assistance being offered to the City by US Department of Agriculture (USDA), Forest Service under the Collaborative Forest Restoration Program; and,

WHEREAS, the purpose of the Forest Service under the Collaborative Forest Restoration Program is to conduct a National Environmental Policy Act (NEPA) Environmental Impact Study in the Westside Sacramento Mountains to obtain environmental clearance for the implementation of a future watershed restoration and fuels reduction plan project; and,

WHEREAS, the Collaborative Forest Restoration Planning Grant Program funds totals \$445,629.00, of which the federal share is 80 percent or \$356,503.00 of the approved amount and the local administrative services required match is 20 percent or \$89,126.00.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, THAT

Section 1. The City of Alamogordo hereby accepts the Collaborative Forest Restoration Program Planning Grant from the US Department of Agriculture (USDA), Forest Service; and,

Section 2 . The City Commission acknowledges that by accepting the Collaborative Forest Restoration Program Planning Grant it also accepts the terms and conditions described in the Federal Financial Assistance Award of Domestic Grant 14-DG-11030800-019 Between the City of Alamogordo and the USDA, Forest Service Regional 3, Lincoln National Forest agreement.

Section 3 . The City Commission directs and designates the City Manager, or his/her successors and designees as official representatives authorized to sign the grant agreement, request reimbursements, and act as a single point of contact concerning all matters related to the grant project; and,

Section 4 . 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 _____ of _____ 2014.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

Susie Galea, Mayor

ATTEST:

Renee L. Cantin, City Clerk

APPROVED AS TO FORM;

Stephen P. Thies, City Attorney

		80%	20%	
Services		Actual Cost	In-Kind Match	Total Project Cost
SWCA Environmental Consultants	NEPA Compliance	\$ 232,011	\$ 28,772	\$ 260,783
Four Corners Research, Inc.	Cultural Resource Surveys	\$ 109,804	\$ -	\$ 109,804
ECOServants	FS Stand Exams	\$ 14,688	\$ 14,688	\$ 29,376
City of Alamogordo	Project Management	\$ -	\$ 45,666	\$ 45,666
		\$ 356,503	\$ 89,126	\$ 445,629

\$ 445,629	* 20%	\$ 89,126
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Alamogordo Employee In-Kind Services Rate Schedule						
Employee Title	Hourly Rate W/ Fringe Benefits	Hours	TOTAL	Average Hrs per Month		Per Year
				36 Month	P/Week	
Public Works Director	\$ 63.19	255	\$ 16,113	7.08	1.77	\$ 5,371
Legal	\$ 66.29	90	\$ 5,966	2.50	0.63	\$ 1,989
Water Utility Manager	\$ 41.59	363	\$ 15,097	10.08	2.52	\$ 5,032
Grants Coordinator	\$ 23.47	362	\$ 8,489	10.06	2.51	\$ 2,830
			\$ 45,666.00			\$ 15,222

\$ 45,666.00

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 14-DG-11030800-019
Between The
CITY OF ALAMOGORDO
And The
USDA, FOREST SERVICE
REGION 3, LINCOLN NATIONAL FOREST**

Project Title: Westside Sacramento Mountains Watershed REstoration and Fuels Reduction Plan

Upon execution of this document, an award to City of Alamogordo, hereinafter referred to as "The City," in the amount of \$356,504, is made under Secure Rural Schools and Community Self-Determination Act of 2000, Community Forest Restoration Act, Pub. L. No. 106-393. The City of Alamogordo accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated January 31, 2014, and the attached U.S. Forest Service provisions, 'U.S. Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This is an award of Federal financial assistance and is subject to USDA regulations 7CFR 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (A-102), Uniform Administrative Requirements, 2 CFR 225, Cost Principles for State, Local and Indian Tribal Government (A-87), Cost Principles, and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. All Federal and Recipient matching/cost-share contributions are subject to all relevant OMB Circulars and Code of Federal Regulations.

The OMB Circulars are available on the internet at http://www.whitehouse.gov/omb/grants_default/. Electronic copies of the CFRs can be obtained at the following internet site: <http://www.gpoaccess.gov/cfr/index.html>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 575/388-8370.

Effective October 1, 2010, recipients are required to report information on subaward and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, hereinafter referred to as "the Transparency Act." See the award terms in Attachment B: 2 CFR Part 170.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** The City shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

<u>CONTACTS - Principal Cooperator</u>	<u>Cooperator Administrative Contact</u>
Name: Dave Dinnelley Address: 42 Valley View Dr. City, State, Zip: La Grange, NM 88357 Telephone: 773/437-5921 FAX: Email: dnnellev@ci.alamogordo.nm.us	Name: Ruben Segura Address: 1370 E. Ninth Street City, State, Zip: Alamogordo, NM 88310 Telephone: 773/437-4243 FAX: 773/437-4133 Email: rsegura@ci.alamogordo.nm.us

Principal U.S. Forest Service Contacts:

<u>U.S. Forest Service Program Manager Contact</u>	<u>U.S. Forest Service Administrative Contact</u>
Name: Tony McWilliams Address: 4 Loop Lodge Road City, State, Zip: Dendron, NM 88317 Telephone: 505/347-7321 FAX: 505/347-7324 Email: timewilliams@fs.fed.us	Name: Andrea Sepulveda Address: 2009 B Camino del Bosque City, State, Zip: Silver City, NM 88061 Telephone: 505/347-7321 FAX: 505/347-7322 Email: asepulveda@fs.fed.us

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** The City shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- D. **ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.** See provision K in the attachment, ‘U.S. Forest Service Award Provisions.’
- E. **PROGRAMMATIC CHANGES.** The City shall obtain prior approval for any change to the scope or objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.
- F. **MODIFICATIONS.** Modifications within the scope of this award/agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior

to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

- G. COMMENCEMENT/EXPIRATION DATE. This award is executed as of the date of the last signature and is effective through **October 30, 2017** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- H. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award/agreement. In witness whereof the parties hereto have executed this agreement as of the last date written below.

JAMES R. STAHLE, City Manager
City of Alamogordo, New Mexico

Date

TRAVIS MOSELEY, Forest Supervisor
U.S. Forest Service, Lincoln National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.


ANDREA G. SEPULVEDA

9/5/14
Date

U.S. Forest Service Grants Management Specialist

ATTACHMENT A: U.S. FOREST SERVICE AWARD PROVISIONS

- A. **COLLABORATIVE ARRANGEMENTS.** Where permitted by terms of the award and Federal law, The City a may enter into collaborative arrangements with other organizations to jointly carry out activities with U.S. Forest Service funds available under this award.
- B. **FOREST SERVICE LIABILITY TO THE RECIPIENT.** The United States shall not be liable to The City for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by The City or any third party.
- C. **NOTICES.** Any notice given by the U.S. Forest Service or the City will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the grant.

To the City, at the address shown in the grant/agreement or such other address designated within the grant/agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. **SUBRECIPIENT NOTIFICATION** The City shall notify Subrecipients under this award that they are subject to the terms and conditions herein, except with respect to The City’s OMB Uniform Administrative Requirements and Cost Principles. In the case of Subrecipient Uniform Administrative Requirements and Cost Principles, Subrecipients shall be notified that they are subject to the following:

SUBRECIPIENT TYPE	APPLICABLE ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES	
	Administrative Requirements	Cost Principles
Non-profits	2 CFR 215	2 CFR 230
Local and Tribal governments (when Recipient is a State)	State & Federal laws, regulations	2 CFR 225
Local and Tribal governments (when Recipient is a non-State)	7 CFR 3016	2 CFR 225
State agencies	State & Federal laws, regulations	2 CFR 225
Universities	2 CFR 215	2 CFR 220
Profit-makers	2 CFR 215	48 CFR 31.2

- E. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for The City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by U.S. Forest Service **REGION 3, LINCOLN NATIONAL FOREST** to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service **REGION 3, LINCOLN NATIONAL FOREST** will notify The City when permission is granted.
- F. **MEMBERS OF CONGRESS.** Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- G. **TRAFFICKING IN PERSONS.**
1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

(Nonprocurement),”.

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to,

a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

- b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

H. DRUG-FREE WORKPLACE.

- 1. The City agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions the City will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify The City in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. The City agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. The City agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after The City learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, the City must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- I. **ELIGIBLE WORKERS.** The City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The City shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- J. **FINANCIAL STATUS REPORTING.** A Federal Financial Report, form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or

no later than 90 days from the expiration date of the award. These forms may be found at www.whitehouse.gov/omb/grants_forms.

K. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advance and Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement or 271 (SF-271), Request for Reimbursement Construction, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.



L. AWARD CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to The City must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR 3016.21/ 2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by The City.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any

recommended disallowances resulting from an audit which may be conducted later.

- M. **PROGRAM PERFORMANCE REPORTS.** The parties to this agreement shall monitor the performance of the grant activities to ensure that performance goals are being achieved.

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable,
- Reason(s) for delay if established goals were not met.
- Additional pertinent information ,

The City shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31.

The final performance report shall be submitted either with the City's final payment request, or separately, but not later than 90 days from the expiration date of the grant.

- N. **NOTIFICATION.** The City shall immediately notify the U.S. Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- O. **CHANGES IN KEY POSITIONS AND PERSONNEL.** Any revision to key positions and personnel identified in the application for this award require prior, written approval from the Forest Service Program Manager. All technical positions are considered Key Personnel by the Forest Service. Failure on the part of The City to obtain prior, written approval when required may result in the disallowance of costs.
- P. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.
- Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
- Q. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all

text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- R. **PUBLIC NOTICES.** It is U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The City is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"Collaborative Forest Restoration Program of the U.S. Forest Service, Department of Agriculture"

The City may call on Forest Service's Office of Communication for advice regarding public notices. The City is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- S. **FUNDING EQUIPMENT.** Federal funding under this award is not available for reimbursement of the City's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

- T. **TERMINATION BY MUTUAL AGREEMENT.** This award may be terminated, in whole or part, as follows:

- When the U.S. Forest Service and the City agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- By 30 days written notification by the City to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the U.S. Forest Service may terminate the award in its entirety.

Upon termination of an award, the City shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to

the City for the United States Federal share of the non-cancelable obligations properly incurred by the City up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

U. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish the City a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the City appeal(s) the decision to the U.S. Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, AQM, the City shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, AQM is final
5. The final decision by the Director, AQM does not preclude The City from pursuing remedies available under the law.

V. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the City or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

W. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

1. *Requirement for System for Award Management Registration (SAM – formerly Central Contractor Registration or CCR):*
The City shall maintain the currency of information in the SAM until submission of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that a review and update of the information at least annually after the initial registration, and more frequently if required by changes in information or another award term.
2. *Requirement for Data Universal Numbering System (DUNS) Numbers:*

If authorized to make subawards under this award:

- a. The City must notify potential Subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward unless the entity has provided its DUNS number to you.
- b. The City may not make a subaward to an entity unless the entity has provided its DUNS number.

3. Definitions:

For purposes of this award term:

- a. *System for Award Management Registration (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a Recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- b. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program covered by this award and that are subsequently awarded to an eligible Subrecipient.
- b. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that may be considered a contract.

5. Subrecipient:

- a. Receives a subaward under this award;
- b. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

[END OF PROVISION]

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. **Where and when to report.** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. **Exemptions** If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

e. **Definitions.** For purposes of this award term:

1. **Entity** means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. **Executive** means officers, managing partners, or any other employees in management positions.

3. **Subaward:**

- i. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ll .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified.* vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

END OF ATTACHMENT B: 2 CFR PART 170

Project : GC1501 CRFP - NEPA Planning
Position to . . . : _____ - _____ - _____ . _____ - _____ Starting character(s)

Type options, press Enter.
1=Select

Opt	Account number	Budget	Actual	Balance
-	11-1501-415.20-01	5,371	.00	5,371.00
-	11-2102-415.20-02	2,830	.00	2,830.00
-	24-0000-317.16-73	352,000-	.00	352,000.00-
-	24-0000-419.57-34	352,000	.00	352,000.00
-	81-1803-461.20-01	1,989	.00	1,989.00
-	81-5703-461.20-01	5,032	.00	5,032.00

Pre-encumb: .00 Encumb: .00
 2015 YTD: .00 Pending: .00
 Budg: 15,222.00 PTD: .00 Balance: 15,222.00
 F3=Exit F5=Refresh F9=Misc. info F11=Proj-to-dt F12=Cancel F17=Subset
 F18=Encumbrance detail F19=Project activity list

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: Sept. 23, 2014

Report Date: Sept. 11, 2014

Report No: 8

Submitted By: Renee Cantin
City Clerk

Approved For Agenda: 

Subject: Consider, and act upon, the final 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)).

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

Recommendation: Approve the ordinance for final publication. **[Roll call vote required]**

Background: At the Regular Meeting of August 25th, 2014, the City Commission approved the Ordinance for first publication. A summary of the Ordinance was published in the *Alamogordo Daily News* on Sunday, August 31st, 2014. If approved for final adoption, the summary will be published a second time on Sunday, September 28th, 2014 and will be effective October 3rd, 2014.

The following information was provided by Marc South, City Planner at the time it was brought for first publication: 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.

Reviewed By:

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

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.

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

First Publication Approval: 08/25/2014
First Publication: 08/31/2014
Final Publication Approval: 09/23/2014
Final Publication: 09/28/2014
Effective Date: 10/03/2014

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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/23/14 **Report Date:** 09/05/14 **Report No:** 9

Submitted By: Veronica Ortega *VO* **Approved For Agenda:** *[Signature]*

Subject: Consider, and act upon, three agreements with Otero County for Transportation, Meals on Wheels/La Luz and RSVP Services for County Residents

Fiscal Impact:

Amount Budgeted:	**\$ 51,000	071-0000-317-16.31
Contract Amount:	\$ 51,000	\$ 25,000 for Transportation \$ 26,000 for Meals on Wheels/La Luz
Amount Budgeted:	\$ 6,000	075-0000-316-15.62
Contract Amount:	\$ 6,000	

Recommendation: Approve the Agreements.

Background:

Otero County provides the City with funding for transportation services which are provided by the Senior Center to clients who reside outside of the city limits over the age of 60. Funding is also made available by the County for home delivered meals for seniors over 60 who live in the La Luz area and are unable to prepare their own meals. The County has also allocated funds for our Retired Senior Volunteer Programs (RSVP) to assist with expenses and mileage reimbursement for our volunteers who are placed in worksites outside of city limits.

** This is one of two contracts where the revenue is placed together in one line item. The total of both contracts are \$51,000. A proposal was submitted to Otero County requesting \$29,000 for the Meals on Wheels Program of which \$26,000 was awarded.

A request of \$26,800 was made for the Transportation Program, of which \$26,000 was awarded. Funding requested is based on the number of clients utilizing these services within a 10% variance. The amount of funding to RSVP remained the same.

Reviewed By:

City Attorney *SPT* City Clerk *PC* Community Development _____ Community Services _____
Finance *[Signature]* Housing Authority _____ Planning _____ Personnel _____ Public Safety _____
Public Works _____ Purchasing _____ Assistant City Manager *[Signature]*



Office of The:
COUNTY MANAGER
(575) 437-7427
FAX (575) 443-2928
866-986-8376

1101 NEW YORK AVE.
ALAMOGORDO, NM 88310

State of New Mexico
County of Otero

Commissioner, Dist. 1
Tommie Herrell

Commissioner, Dist. 2
Susan Flores

Commissioner, Dist. 3
Ronny Rardin

County Manager
Pamela Heltner

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

THIS AGREEMENT is made and entered into this 1st day of July 2014, by and between the Board of County Commissioners of Otero County, State of New Mexico, hereinafter referred to as "COUNTY," and the City of Alamogordo, New Mexico, hereinafter referred to as "CITY," to witness the following:

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

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

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

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

I. TERMS OF AGREEMENT:

The term of the Agreement begins on the 1st day of July 2014, and shall terminate no later than the 30th day of June 2015, or upon thirty (30) day written notice by either party to the other.

II STATUS:

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

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

III SCOPE OF WORK:

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

IV. COMPLIANCE WITH APPLICABLE LAW:

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

V. COMPENSATION AND BENEFITS:

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

B. The County agrees to contribute the amount of **\$25,000.00** to assist with the transportation services for senior citizens who reside in the County.

C. Payments will be made quarterly; on October 1st, January 1st, April 1st, and June 30th. All payments shall be for services rendered to the date of payment and no advance payment may be made hereunder. On or before the date of the payment, the City shall furnish to the County a request for payment pursuant to this Agreement.

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

VI. GENERAL PROVISIONS:

A. This agreement expresses the entire agreement of the parties, all prior discussions, negotiations, and correspondence shall deem to be merged herein and shall be offered to vary or contradict the terms hereof.

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

successors and assigns.

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

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

IN WITNESS WHEREOF the parties hereto have set their hand this 1st day of July 2014 as first written above.

OTERO COUNTY, NEW MEXICO



Pamela Heltner, County Manager

ATTEST:



Denise Guerra, Otero County Clerk

(SEAL)

CITY OF ALAMOGORDO
a municipal corporation

Susie A. Galea, Mayor

ATTEST:

RENEE CANTIN
City Clerk

(SEAL)



Office of The:
COUNTY MANAGER
(575) 437-7427
FAX (575) 443-2928
866-986-8376

1101 NEW YORK AVE.
ALAMOGORDO, NM 88310

State of New Mexico
County of Otero

Commissioner, Dist. 1

Commissioner, Dist. 2

Commissioner, Dist. 3

County Manager

Tommie Herrell

Susan Flores

Ronny Rardin

Pamela Heltner

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

THIS AGREEMENT regarding the Retired Senior Volunteer Program hereinafter referred to as "AGREEMENT", and is made and entered into this **1st day of July 2014**, by and between the Board of County Commissioners of Otero County, State of New Mexico hereinafter referred to as "COUNTY"), and the City of Alamogordo, New Mexico (hereinafter referred to as "CITY").

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

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

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

I. TERM OF AGREEMENT:

The term of the Agreement shall be from the **1st day of July 2014**, and the last day of the Agreement shall be not later than the **30th day of June 2015**, unless this Agreement is terminated earlier by either of the parties.

II. STATUS:

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

III. SCOPE OF WORK:

The City agrees to coordinate the provision of the Retired Senior Volunteer Program services to the residents of Otero County.

IV. COMPLIANCE WITH APPLICABLE LAW:

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

V. COMPENSATION AND BENEFITS:

1. For the services rendered, County agrees to pay the City a certain budgeted amount each fiscal year. The parties acknowledge and agree that the County intends to fund this Agreement with monies received through the Payment In Lieu Of Tax Program of the United States Government, and that failure by the County to receive PILT Funds, or a reduction in the funding level for PILT will result in the County canceling this Agreement.
2. The County agrees to contribute the amount of **\$6,000.00** to the City for funding the Retired Senior Volunteer Program.
3. Payments will be made quarterly; on October 1st, January 1st, April 1st and June 30th. All payments shall be for services rendered to the date of request and no advance payment shall be made. On or before the date of payment, the City shall furnish to the County a request for payment pursuant to this Agreement.
4. The City agrees to use the sums received from the County toward the payment of program and operating services.

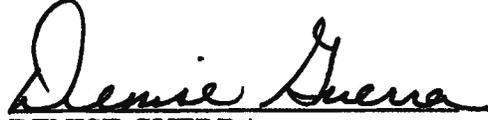
VI. GENERAL PROVISIONS:

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

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

OTERO COUNTY, NEW MEXICO

ATTEST:



DENISE GUERRA
Otero County Clerk

(SEAL)



PAMELA S. HELTNER
County Manager

**CITY OF ALAMOGORDO, NEW MEXICO
a Municipal Corporation**

ATTEST:

RENEE CANTIN
City Clerk

(SEAL)

SUSIE A. GALEA
Mayor



Office of The:
COUNTY MANAGER
(575) 437-7427
FAX (575) 443-2928
866-986-8376

1101 NEW YORK AVE.
ALAMOGORDO, NM 88310

State of New Mexico
County of Otero

Commissioner, Dist. 1

Tommie Herrell

Commissioner, Dist. 2

Susan Flores

Commissioner, Dist. 3

Ronny Rardin

County Manager

Pamela Heltner

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

THIS AGREEMENT is made and entered into this **1st day of July, 2014**, by and between the Board of County Commissioners of Otero County, State of New Mexico, hereinafter referred to as "**COUNTY**", and the City of Alamogordo, New Mexico, hereinafter referred to as "**CITY**", to witness the following:

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

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

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

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

I. TERMS OF AGREEMENT:

The term of the Agreement begins on the **1st day of July 2014**, and shall terminate no later than the **30th day of June 2015**, or upon thirty (30) day written notice by either party to the other.

II. STATUS:

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

III. SCOPE OF WORK:

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

IV. COMPLIANCE WITH APPLICABLE LAW:

The City shall do all that is necessary to insure that all services are performed in a manner consistent with the laws of the United States, the Laws of the State of New Mexico, and the resolutions and ordinances of the County of Otero.

V. COMPENSATION AND BENEFITS:

1. For the services rendered, County agrees to pay the City a certain budgeted amount each fiscal year. The parties acknowledge and agree that the County intends to fund this Agreement with funds through the Payment in Lieu of Taxes program of the United States Government, and that failure by the County to receive PILT funds, or a reduction in the funding level for PILT will result in the nullification of this Agreement.
2. The County agrees to contribute the amount of **\$26,000.00** to the City to perform the services of furnishing meal services to the home bound citizens in the La Luz area of the County, utilizing City employees and City equipment, such services to be provided in accordance with and under the supervision of the City Senior Programs Director.
3. Payments will be made quarterly; on October 1st, January 1st, April 1st, and on June 30th. All payments shall be for services rendered to the date of payment and no advance payment may be made hereunder.
4. The City agrees to use the sums received from the County towards the payment of program and operating expenses and for no other purpose.
5. As an Independent Contractor, City shall not be entitled to incur or receive compensatory or overtime pay.
6. This Agreement will terminate for any year the County cannot fund City, or the City

ceases to provide the services as stated herein. Termination of this Agreement will be in writing by either party by certified mail, return receipt requested. If the City ceases to provide services during any year after the County has paid its budgeted amount, the City will reimburse the County for that percentage of the fiscal year which is left after the City discontinues its services.

7. City agrees to use the sums received from the County toward payment of its operational expenses, including but not limited to, the purchase of office supplies and for the payment of salaries for employees. However, City agrees that none of the funds provided to City by the County shall be used for the purchase of "capital" items.

VI. GENERAL PROVISIONS:

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

IN WITNESS WHEREOF the parties hereto have set their hand the day and year first written above.

ATTEST:



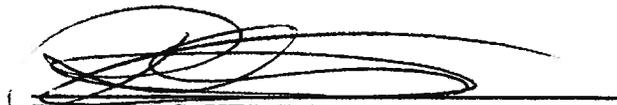
DENISE GUERRA
Otero County Clerk

(SEAL)

ATTEST:

RENEE CANTIN
City Clerk

OTERO COUNTY, NEW MEXICO



PAMELA S. HELTNER
County Manager

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

SUSIE A. GALEA
Mayor

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09/23/2014

Report Date: 09/04/2014

Report No: 10

Submitted By: Matt McNeile
Assistant City Manager

Approved For Agenda: _____



Subject: Intergovernmental Services Agreement between the Alamogordo Municipal School District and the City of Alamogordo regarding the reciprocal use of lands, facilities and equipment owned by each entity.

Fiscal Impact:

Amount Budgeted: N/A

Fund: _____

Recommendation: Approve the Intergovernmental Services Agreement between the Alamogordo Municipal School District No. 1 and the City of Alamogordo regarding the reciprocal use of lands, facilities and equipment owned by each entity.

Background: Annual agreement with the Alamogordo Municipal School District No. 1 and the City of Alamogordo regarding the reciprocal use of lands, facilities and equipment owned by each entity.

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 AM

**AGREEMENT BETWEEN THE ALMOGORDO PUBLIC SCHOOL DISTRICT
AND THE CITY OF ALAMOGORDO**

THIS AGREEMENT ("Agreement") is made on this 1st day of July, 2014 by and between the Alamogordo Public School District ("District") and the City of Alamogordo ("City").

The purpose of this agreement is to authorize the reciprocal use of lands, facilities and equipment in accordance with the terms and conditions of this agreement. This Agreement is exempt from competitive procurement under Section 13-1-98 (A) NMSA 1978.

1. The City and the District agree that an addendum is attached to this Agreement as Exhibit "A", which specifies the land, facilities, equipment, points of contact, dates, times, schedule of fees for use ("Use Fees"), and any other terms and conditions for such use. The City and the District may elect, from time to time, to change the details of Exhibit "A" by mutual consent. Any and all amendments to this Agreement or Exhibit "A" shall be made in writing, agreed to and executed by the parties before becoming effective.
2. The City and the District agree that the use of lands, facilities and equipment under this Agreement, save and except the District's use of the City Recreation Center swimming pool and the Desert Lakes Golf Course, will be exchanged in consideration of each party's use of the other party's land, facilities and equipment.
3. At the conclusion of a party's use of the other party's land, facilities or equipment, the using party shall leave the land, facilities or equipment in as good a condition, state of repair and cleanliness as existed upon the using of the party's entry on land and facilities or receipt of equipment. The using party shall provide prompt and thorough clean-up of the other party's land or facilities within 48 hours after the use. In the event the using party's use results in damage to land, facilities or equipment, the other party the other party may repair such damage caused by the using party and/or its individual invitees, visitors, guests or event attendees and invoice the using party for the actual repair costs.
4. The City must ensure that the District's lands and facilities remain free of alcoholic beverages, illegal drugs, tobacco, firearms, hazardous materials and disorderly conduct.
5. The District in no way warrants the suitability of the District's lands, facilities, or equipment or the contents thereof for the uses intended by the City. The City shall inspect the land, facilities, or equipment and hereby agrees to accept the use of such in their "as is" condition, with all faults and shortcomings, and without warrant, express or implied. The City shall assume and be responsible for all property damage and personal injuries or public liability resulting from its use of the District lands, facilities and equipment.
6. A designated representative of the City sponsored youth organization must open and be present for, and close up at City-sponsored activities involving the City's use of the District lands or facilities. The designated City representative shall verify that all the areas utilized by the City were properly checked and secured upon departure.
7. The District assumes no liability or responsibility whatsoever for any personal property of the City or its employees, agents, representatives, guests, volunteers, visitors or invitees brought onto the District's premises under the terms of this agreement.
8. The City shall determine at its sole discretion whether the City's use requires additional parking arrangements or security staff. If such a determination is made by the City, the City must arrange for and be responsible for payment of the personnel or the other arrangements necessary to provide those additional requirements. During the City's use, all motor vehicles of participants must be parked in accordance with all posted and/ or painted restrictions. There will be absolutely no vehicles allowed on the District's grass or landscaped areas.
9. The City assumes full responsibility for supervising the conduct of all persons attending or participating in events or activities during the City's use of the District's land, facilities or equipment. The City must assure

that activity participants and or guests and spectators access only those site areas designated in Exhibit "A" or designated in advance for the particular activity.

10. Each party shall be solely responsible for fiscal or other sanctions caused by or resulting from its own violation or alleged violation of requirements and law applicable to the performance of the Agreement. Neither of the parties shall be considered liable for the acts or omissions of the other party, nor for those of the other party's employees. Neither party shall be responsible for any liability whatsoever incurred as a result of the other party's negligence, acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978.
11. Nothing in this Agreement waives or alters any immunities, defenses or protections provided to the District or the City, and their respective employees, agents, board members, commissioners, council members or officers, under local, state or federal law.
12. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability applicable to the District and/or the City and their respective employees, agents, board members, commissioners, council members or officers, at common law or under the New Mexico Tort Claims Act.
13. The District and the City are the only parties to this Agreement. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third parties. This Agreement was not intended to and does not create any rights in any persons or entities not a party to this Agreement. The parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, right, protection, release or other consideration under this Agreement.
14. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other.
15. Neither party shall 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 consent of the other party.
16. Disputes on any matter relating to this Agreement shall be discussed and resolved by authorized representatives of each party who have the authority to bind the party whom they represent. The parties shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute within a reasonable time as determined by the representatives, the parties shall pursue mediation before a mutually agreed mediator. If the dispute is not resolved at mediation, the parties may pursue any other legal means for resolving the dispute.
17. The following are responsible for performance, coordination and implementation of this Agreement: For the City, the City Manager or designated representative; for the District, the Superintendent or designated representative. Notices required under this Agreement shall be mailed to the parties at the following addresses:

Alamogordo Public Schools	City of Alamogordo
Superintendent of Schools	City Manager
1211 Hawaii Avenue	1376 E. Ninth Street
Alamogordo, NM 88310	Alamogordo, NM 88310
18. Either party may terminate this Agreement by delivered written notice to the other party thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement will take effect July 1, 2014 and expire June 30, 2018, unless otherwise terminated as provided herein.

19. The District and City shall assure compliance with all applicable state and federal statutes and regulations in the performance of this Agreement.
20. If any term or condition of this Agreement shall be held void, invalid or unenforceable, such provision shall be severed from the remainder of the Agreement and the remainder shall not be affected and shall be valid and enforceable.
21. Neither party shall be liable for any delay in the performance of this Agreement, nor for any other breach, loss or damage arising from uncontrollable forces such as fire, theft, storm, war or any other force majeure.
22. This Agreement contains the entire agreement between the Parties, and supersedes any, and all, of their other agreements, or understandings, oral or written, whether made contemporaneously with, or in advance of, the execution of this Agreement.
23. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Mexico and the ordinances and regulations of the City of Alamogordo.

IN WITNESS WHEREOF, the undersigned and duly authorized representatives of the City of Alamogordo and the Alamogordo Public School District have caused this Agreement to be executed, said Agreement to become effective upon signature by both parties.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: _____
James Stahle, City Manager

Date: _____

ATTEST:

Renee L. Cantin, City Clerk

ALAMOGORDO PUBLIC SCHOOL DISTRICT

By: Adrienne Salas
Adrienne Salas, Superintendent

Date: 7-1-14

EXHIBIT "A"

ADDENDUM TO AGREEMENT

JULY 2014

1. WATER:

The City will provide effluent water at the rate of _____ per 100 cubic feet to the District. Such rate may be subject to increase during the City's annual rate review. The watering schedule will be 8:00 a.m. to 8:00 p.m. daily. Except for Sacramento Elementary School, schools will not water after 8:00 pm.

2. PRACTICE FIELDS:

The District's Director of Athletics and the City's Community Services Director will coordinate the mutual use by the City of any APS practice fields; i.e., high school, junior high and elementary school fields, and APS softball and baseball complex. No Use Fee will be charged to the City.

3. RUNNING TRACK:

- A. Coordination of track facility use will be mutually agreed during the spring, prior to the start of track programs. The City may request to use any District track for summer recreation programs. No Use Fees will be charged to the City.
- B. Special track events will be scheduled at a mutually agreeable time. No Use Fees will be charged to the City.

4. POOL:

- A. The District shall have the use of the City Recreation Center Pool, as scheduled, during the fall and/or spring of the school year, for swim team practices, swim meets, and track team conditioning.
- B. Use Fees for APS's use of the City Recreation Center Pool as specified in Paragraph A above are as follows:
 - For the school fiscal year 2014-2015, Use Fees will be \$47.30 per hour of pool usage, plus lifeguard costs of \$15.75 per hour per lifeguard for actual usage of the pool.
 - For the school fiscal year 2015-2016, Use Fees will be \$48.45 per hour, plus lifeguard costs of \$16.90 per hour. The Use Fees include fifteen minutes before and after practice for shower time.
 - Use Fees for the 2016-2017 and 2017-2018 school fiscal years shall be mutually agreed by the parties at a later date and shall be added to the Agreement through an addendum signed by both parties.
- C. For school-sponsored activities, other than those listed under Paragraph A above and as coordinated by the District with the City's Community Services Director, Use Fees will be at the hourly rate of \$2.00 per participating student or person.
- D. The City agrees to invoice the District quarterly for City Recreation Center Pool Use Fees.
- E. The City will maintain water chemistry during all times that APS uses the pool.
- F. The APS coaches will help to ensure that the City's Pool Rules and Regulations are followed.

5. TENNIS COURTS:

- A. The District shall be allowed to use the City's Oregon Tennis Courts for team practice during January through May, 4:00 p.m. to 6:00 p.m., Monday through Friday. The District will leave Courts 1 and 2 (lighted) open for public use until all eight courts are lit. The APS Coach will schedule through the Alamogordo Family Recreation Center prior to start of practice.
- B. Any Tournament times and matches will be jointly scheduled.
- C. No Use Fees will be charged to the District.

6. GOLF COURSE:

- A. The District shall be allowed use of the Desert Lakes Golf Course and its practice range for its golf team practices and matches. No Use Fees will be charged to the District.
- B. Any Tournament times and matches will be jointly scheduled. No Use Fees will be charged to the District.
- C. In consideration for the use of the course, APS agrees that the Desert Lakes Golf Course Golf Pro Shop will be included on any bid proposals for equipment and clothing for the APS High School golf team.
- D. No Use Fees will be charged to the District.

7. BIDDY BASKETBALL:

- A. The City shall be allowed use of the Academy Del Sol Gym Monday through Friday, 6:00 p.m. to 9:00 p.m., January through March and the Hawaii Complex Gym upon completion of high school basketball season.
- B. The District and the City agree to the City's use of the gymnasiums at the Oregon, Sierra, Heights, Academy Del Sol, Sacramento, and Yucca schools for basketball practice. This agreement includes access to restroom facilities.
- C. The City's basketball season will be scheduled in coordination with the principal for the specific school. The season is anticipated to be January through March, Monday through Thursday at 5:00 p.m. to 8:00 p.m.
- D. The APS Director of Athletics and the City Recreation Facility Manager will coordinate the use of the gymnasiums and times.

8. USE OF CITY EQUIPMENT

The District shall be allowed to use the City's equipment for turf renovation only. Such use requests will be honored by the City at the time made by the District if equipment is available or reasonably can be made available. If the equipment is not available when the District request is made, the equipment will be made available at another mutually agreeable time. No Use Fees will be charged to the District.

9. USE OF CITY PROPERTY

The District shall be allowed the use of the City's parks and facilities, including but not limited to Alameda Park Pavilion and the Public Library for the duration of the Summer Lunch Program during the hours of 11:30 a.m. to 1:00 p.m., Monday through Friday. No Use Fees will be charged to the District.

10. REQUEST SUBMITTAL

The District and the City shall each submit a request to the other party to use lands, facilities or equipment at least 24 hours in advance of the requested use if not previously scheduled.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

Date: _____

By: _____
James Stahle, City Manager

ALAMOGORDO PUBLIC SCHOOLS

Date: 7-1-14

By: Adrienne Salas
Adrienne Salas, Superintendent

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 23, 2014 **Report Date:** September 9, 2014 **Report No:** 11

Submitted By: Mikel Ward
Fire Chief **Approved For Agenda:** 

Subject: Consider, and act upon, approval of an Application for participation in the Fire Protection Fund Grant FY 2015 for the Alamogordo Fire Department.

Fiscal Impact:

Amount Budgeted: COA matching budget funds \$25,000. (20% of Approved Grant)

Grant Amount: \$100,000.00

Fund: 011-4204-421.61-85 Project no: FDEQ14

Recommendation: Approve Grant Application

Background: This application is for submission to the Fire Protection Grant Fund which allows all certified New Mexico Fire Departments to apply for up to \$100,000 per year with at least 20% matching contribution.

This grant award amount would provide needed funding for the Fire Department to use toward the purchase a new firefighting apparatus.

Total Grant Amount is \$100,000.00 with at least 20% contribution of \$25,000.00. This funding will come from approved FY 2014 Capital Equipment Replacement funds, budgeted for the purchase/replacement of fire department apparatus.

The attachments will be added to the final agenda book.

Reviewed By:

City Attorney _____ City Clerk RC Assistant City Manager _____ Community Services _____
Finance lvw Housing Authority _____ Planning _____ Police Chief _____ Fire Chief _____
Public Works _____ Purchasing _____ City Engineer _____ Human Resources _____

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 23, 2014 **Report Date:** September 10, 2014 **Report No:** 13

Submitted By: Nancy Beshaler
Project Manager

Approved For Agenda: 

Subject: Discussion, and act upon, the Proposed Changes to Roadway Functional Classifications, per NMDOT Manual

Fiscal Impact: n/a
Amount Budgeted:
Fund:

Recommendation: Approve Proposed Changes to Roadway Functional Classifications, per NMDOT Manual

Background: In February 2014 the city submitted 7 roadways for functional reclassification to SERTPO/NMDOT. The NMDOT Functional Classification Manual was updated in February 2014 eliminating the "Collector Urban" classification and requiring those roadways to be classified as either "Major Collector Urban" or "Minor Collector Urban". An additional 10 roadways need to be reclassified to follow NMDOT's requirements. These roadway reclassifications were presented to Commission June 24th, 2014 for consideration of future action by Commission.

The Southeast Regional Transportation Planning Organization (SERTPO) will review functional classification requests at their October 15, 2014 meeting and, if approved, will forward the applications to NMDOT. NMDOT makes the final approvals of all reclassification requests.

The 10 roadways are recommended to Commission for reclassification, per the attached table and map, are: Airport Road, Cornell Avenue, Florida Avenue, Hamilton Road, Mercury Avenue, 25th Street, Walker Avenue, Wright Avenue, Panorama Boulevard / Ocotillo Drive, and Desert Lakes Road.

Reviewed By:

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

2014 NMDOT ROADWAY FUNCTIONAL CLASSIFICATION

September 23, 2014

Roads Submitted in Feb 2014

NMDOT FUNCTIONAL CLASSIFICATION GUIDANCE MANUAL (February 2014)					
ARTERIAL TRAFFIC COUNTS = 3,000 TO 14,000; COLLECTOR TRAFFIC COUNTS = 1,100 TO 6,300					
STREET	SEGMENT	PROPOSED FUNCTIONAL CLASSIFICATION	CURRENT FUNCTIONAL CLASSIFICATION	TRAFFIC COUNTS	SOURCE
Dr. Martin Luther King Jr Drive	Hamilton Rd to US Hwy 54 (0.388 miles)	Major Collector	Local Urban	1505	1
First Street	White Sands Blvd to LaVelle Rd (0.943 miles)	Minor Arterial	Local Urban	3083	1
LaVelle Road	US Hwy 70 to First St (1.262 miles)	Minor Collector	Local Urban	1168	1
Tenth Street	White Sands Blvd to Charlie T. Lee Memorial Relief Route (0.575 miles)	Minor Arterial	Local Urban	5575	1
College Avenue	Tenth St to Indian Wells Road (1.055 miles)	Major Collector	Local Urban	1612	1
Fairgrounds Road	White Sands Blvd to North Scenic Dr (1.474 miles)	Major Collector	Local Urban	2104	2
Cuba Avenue	First St to Indian Wells Rd (2.000 miles)	Major Collector	Local Urban	3973 (north) & 3385 (south)	1

Source Code for Traffic Counts:

- (1) City of Alamogordo 7-day, 24-hour Traffic Counts - February 2014 (Numerics Traffic Analyzer Study)
- (2) N. Florida / Fairgrounds Warrant Analysis (SMA - 2013 12-hour traffic counts)

- Classification Criteria is defined in the NMDOT Guidance Manual
- Manual updated in Feb 2014 requiring reclassification of Collector Roadways as either MINOR or MAJOR Collector
- There are 7 Roadway Functional Classifications
 1. Interstate
 2. Primary Arterial – Freeways
 3. Primary Arterial – Other
 4. Minor Arterial
 5. Major Collector- *new classification*
 6. Minor Collector- *new classification*
 7. Local

Roads Identified as Urban Collectors, Requiring Reclassification to Minor or Major Collector

- Airport Road
- Cornell Avenue
- N Florida Avenue-1st to Indian Wells
- S Florida Avenue-Desert Lakes Rd to Mercury Ave
- Hamilton Road
- Mercury Avenue
- 25th Street
- Walker Avenue
- Wright Avenue
- Panorama Blvd/Ocotillo Dr (*need traffic counts*)
- Desert Lakes Road (*need traffic counts*)

Functional Classifications

- Principal Arterial – Freeways, Expressways, Other
 - Rural: 4,000 – 8,500 AADT (Annual Avg Daily Trips) – (Rural Not Used for City's Re-classifications)
 - Urban: 7,000 – 55,000 AADT
 - 11-12 ft lanes
 - Outside Shoulder Width 8 – 12 ft
 - Divided or Undivided
 - Access: Partially or Fully Controlled
 - Qualitative (Urban): Serve major activity centers, highest traffic volume corridors, and longest trip demands. Carry high proportion of total urban travel on minimum of mileage. Interconnect major rural corridors for trips entering and leaving urban area and movements through area. Serve demand for intra-area travel between the central business district and outlying residential areas.
 - Highway 70, Highway 54, Relief Route, White Sands Blvd, Scenic Drive

Functional Classifications

- Minor Arterial
 - Rural: 1,500 – 6,000 AADT (Annual Avg Daily Trips) – Not Used
 - Urban: 3,000 – 14,000 AADT
 - 10-12 ft lanes
 - Outside Shoulder Width 4 – 8 ft
 - Undivided
 - Access: Uncontrolled
 - Qualitative (Urban): Interconnect with and augment the principal arterials. Serve trips of moderate length at a lower level of travel mobility than principal arterials. Distribute traffic to smaller geographic areas than principal arterials. Provide more land access than principal arterials without penetrating neighborhoods. Provide urban connections for rural collectors.
 - Florida Ave (Desert Lakes to 10th and Indian Wells to N. Scenic), Indian Wells Road, 10th Street, 1st Street, Fairgrounds Road, Washington Avenue

Functional Classifications

- Major Collector
 - Rural: 300 – 2,600 AADT (Annual Avg Daily Trips) – Not Used
 - Urban: 1,100 – 6,300 AADT
 - 10-12 ft lanes
 - Outside Shoulder Width 1 – 6 ft
 - Undivided
 - Access: Uncontrolled
 - Qualitative (Urban): Serve both land access and traffic circulation in higher density residential, and commercial/industrial areas. Penetrate neighborhoods, often for significant distances. Distribute and channel trips between local streets and arterials, usually over a distance of greater than $\frac{3}{4}$ of a mile.
 - N Florida Ave (10th to Indian Wells), Cuba Ave, College Ave, Desert Lakes Rd, Hamilton Rd, Panorama/Ocotillo, MLK Drive, S. Walker Ave

Functional Classifications

- Minor Collector
 - Rural: 150 – 1,110 AADT – Not Used
 - Urban: 1,100 – 6,300 AADT
 - 10-11 ft lanes
 - Outside Shoulder Width 1 – 4 ft
 - Undivided
 - Access: Uncontrolled
 - Qualitative (Urban): Serve both land access and traffic circulation in lower density residential, and commercial/industrial areas. Penetrate neighborhoods, often only for a short distance. Distribute and channel trips between local streets and arterials, usually over a distance of less than $\frac{3}{4}$ of a mile.
 - LaVelle Road, 25th Street, Mercury Ave, Wright Ave, Airport Rd, Cornell Ave

Roadway Functional Classifications for Consideration to Submit to NMDOT

NMDOT FUNCTIONAL CLASSIFICATION GUIDANCE MANUAL (February 2014)					
ARTERIAL TRAFFIC COUNTS = 3,000 TO 14,000; COLLECTOR TRAFFIC COUNTS = 1,100 TO 6,300					
STREET	SEGMENT	PROPOSED FUNCTIONAL CLASSIFICATION	CURRENT FUNCTIONAL CLASSIFICATION	TRAFFIC COUNTS	SOURCE
Airport Road	US Hwy 70 to White Sands Regional Airport	Minor Collector Urban	Collector Urban	1551	1
Cornell Avenue	Indian Wells Road to Twenty Fifth Street	Minor Collector Urban	Collector Urban	1388	1
North Florida Avenue	First Street to Tenth Street	Minor Arterial Urban	Collector Urban	4020	1
North Florida Avenue	Tenth Street to Indian Wells Road	Major Collector Urban	Collector Urban	3461	2
South Florida Avenue	Desert Lakes Road to Mercury Avenue	Minor Arterial Urban	Collector Urban	3061	1
Hamilton Road	City Limit to Panorama Blvd	Major Collector Urban	Collector Urban	2745	1
Mercury Avenue	Florida Avenue to US Hwy 54/70	Minor Collector Urban	Collector Urban	1159	1
Twenty Fifth Street	Cornell Avenue to Florida Avenue	Minor Collector Urban	Collector Urban	1410	1
Walker Avenue	US Hwy 70 to Wright Street	Major Collector Urban	Collector Urban	3925	1
Wright Avenue	US Hwy 54 to Walker Avenue	Minor Collector Urban	Collector Urban	1051	1
Panorama Blvd / Ocotillo Dr	Hwy 54 to Scenic Drive	Major Collector Urban	Collector Urban	Pending	
Desert Lakes Road	Hamilton Road to S Florida Avenue	Major Collector Urban	Collector Urban	Pending	

Source Code for Traffic Counts:

- (1) City of Alamogordo 7-day, 24-hour Traffic Counts - March thru June 2014 (Numetrics Traffic Analyzer Study)
- (2) City of Alamogordo 7-day, 24-hour Traffic Counts - June 17-24, 2013 (Numetrics Traffic Analyzer Study)



0 0.25 0.5 1
Miles

February 14, 2014

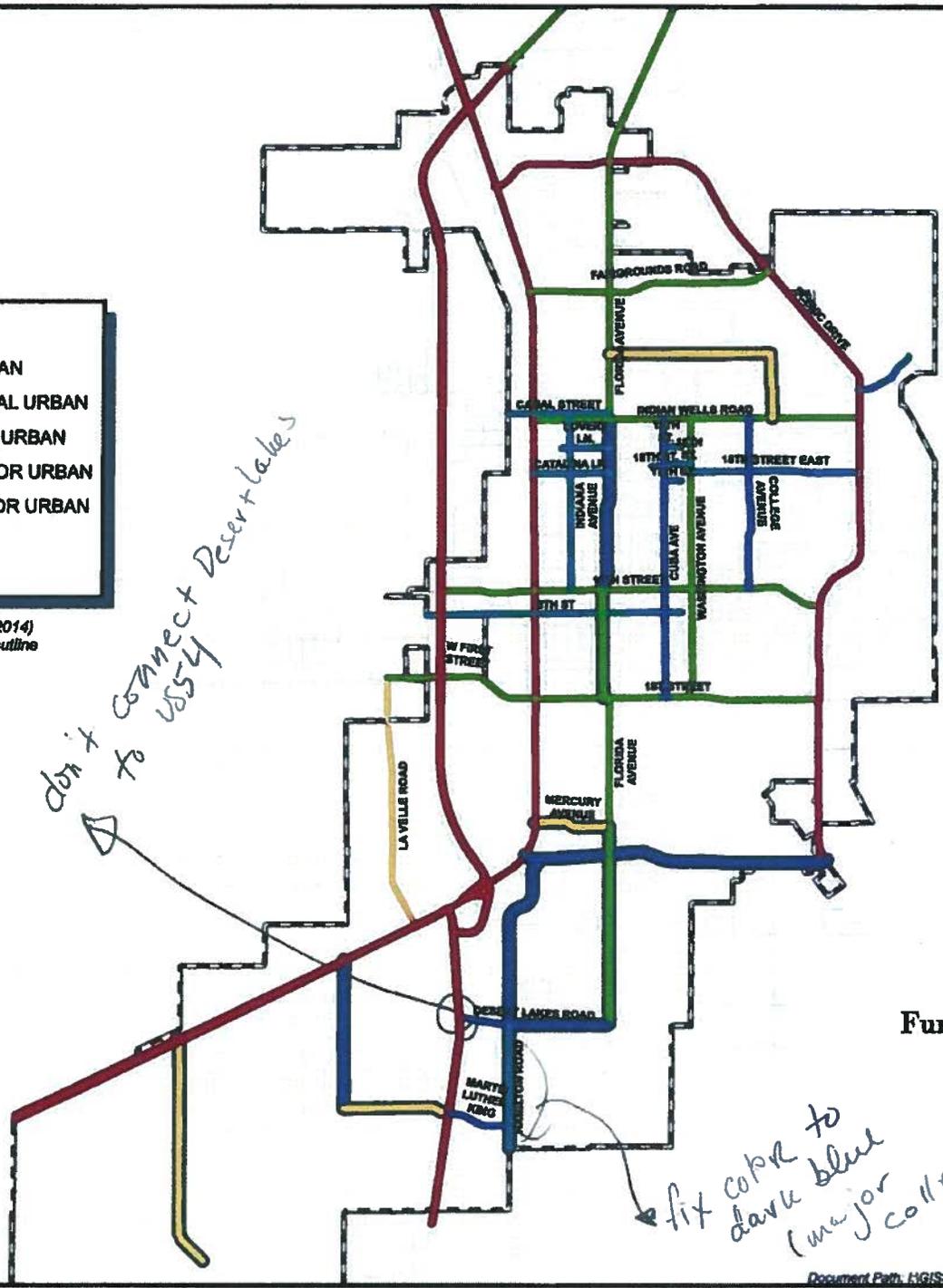
Legend

- INTERSTATE URBAN
- PRIMARY ARTERIAL URBAN
- MINOR ARTERIAL URBAN
- MAJOR COLLECTOR URBAN
- MINOR COLLECTOR URBAN
- LOCAL
- City Limits

* COA changes (Oct 2014)
indicated by a dark outline

*dot + connect Desert Lakes
to 4854*

*fix color to
dark blue
(major collector)*



2014
City of Alamogordo
Functional Reclassification
Map (Proposed)



AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 23, 2014 **Report Date:** September 18, 2014 **Report No:** A-1

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

Subject: Consider and act upon a Memorandum of Understanding between the City and the American Federation of State, County, and Municipal Employees, Local 3818 ("AFSCME").

Fiscal Impact: \$98,000
Amount Budgeted: NA
Fund: Various Funds

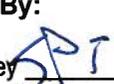
Recommendation: Approve the Memorandum of Understanding

Background: The existing collective bargaining agreement with the American Federation of State, County, and Municipal Employees, Local 3818 ("AFSCME") expired on June 30, 2014. Negotiating teams representing both the City and AFSCME have held numerous negotiating sessions starting in early spring of 2014. When the parties were unable to reach an agreement, an impasse was declared. In late August, 2014, the parties participated in mediation conducted by a representative from the Federal Mediation & Conciliation Service. The parties were able to reach an agreement on several issues as a result of the mediation. The tentative agreement was presented to the members of AFSCME for their consideration. Attached is a Memorandum of Understanding between the City and the American Federation of State, County, and Municipal Employees, Local 3818 which represents the terms ratified by the members.

Similar to the other groups of employees, the attached MOU provides that the members will receive a lump-sum payment of \$750, provided the employee was employed prior to July 1, 2013. The agreement is only a one-year agreement.

Staff recommends approval of the MOU.

Reviewed By:

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ALAMOGORDO, NEW MEXICO
AND
THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 3818**

This Memorandum of Understanding (the "Agreement") memorializes the agreement between the City of Alamogordo ("City") and the American Federation of State, County, and Municipal Employees, Local 3818 ("AFSCME"). The purpose of this Agreement is to memorialize the agreement between the City and AFSCME regarding the extension of the Collective Bargaining Agreement which expired on June 30, 2014.

1. The parties agree that **Section 7. Union Membership Dues Deductions**, is amended to read as follows:

A. Upon receipt of a voluntary authorization dues deduction card executed by an employee who is covered by this bargaining unit, the employee may have membership dues deducted by the City in accordance with the dues levied by the Union in accordance with its constitution and its by-laws. Employees may cancel their dues deduction authorization at any time subject to a fifteen (15) working day written notice to the personnel office, which will then notify the union.

B. The City agrees to forward to the Union all dues withheld pursuant to valid authorization cards. Dues withheld will be forwarded to the Union each pay period.

C. Should an issue arise as to the amount deducted, the City's only obligation is to present factual material as to the amount actually deducted. Any adjustment shall be handled strictly between the employee and the Union.

D. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or any other forms of liability that shall arise out of or as a result of any conduct taken by the City for the purpose of complying with this section.

E. Upon an employee's separation of employment, union dues will not be withheld from an employee's last paycheck unless specifically authorized in writing by the employee.

F. In the event that 75% of the bargaining unit signs up for membership in the union, within 30 days of providing proof of reaching the necessary membership threshold, bargaining unit employees who are not members of the Union shall be required to pay a fee in lieu of dues, provided said fair share fee shall not exceed 85% of the regular dues attributable to being a member in the Union. The fair share fee shall be transmitted to the Union in the same manner as are the payroll deducted dues for Union members.

Exceptions. An employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which historically has held conscientious objections to joining or financially supporting a labor organization, may meet this obligation by paying the equivalent of the fees to one of the organizations on the approved list.

The Union shall indemnify and hold the City harmless from all actions taken by the City in compliance with this provision.

2. The parties agree that **Section 27. Paid Time-Off (PTO)**, is amended to read as follows:

Paid Time-Off (PTO) is available to cover employees' needs for time away from work including: Vacation, Illness, or other leaves.

Full Time Regular employees earn PTO hours based on the multiplier used times the hours paid each pay period, excluding overtime hours. The longer an employee remains with the City of Alamogordo, the larger the multiplier will be, based on the table below. Years of service are based on the date the employee was hired as a full-time regular to the anniversary date. For example, from the hire date to the five year anniversary an employee receives 21.5 days per year; from the fifth anniversary until the six year anniversary, 22.5 days per year, etc.

<u>Years of Service</u>	<u>PTO Days Accumulated Each Year</u>	<u>Multiplier</u>
0-5 Years	21.5	0.082692308
6 Years	22.5	0.086538462
7 Years	23.5	0.090384615
8 Years	24.5	0.094230769
9 Years	25.5	0.098076923
10-15 Years	26.5	0.101923077
16 Years	27.5	0.105769231
17 Years	28.5	0.109615385
18 Years	29.5	0.113461538
19 Years	30.5	0.117307692
20 Years & Up	31.5	0.121153846

1. PTO hours are calculated and updated each biweekly pay period through the payroll system.
2. Employees may not borrow against future PTO accruals or carry a negative PTO balance.
3. PTO hours may be taken in increments as required and/or approved.
4. Employees may only earn PTO hours up to the maximum per year listed in the calculation table above.
5. Employees will not earn PTO hours for hours worked in excess of 2080 per calendar year.
6. The maximum amount of earned PTO hours employees can roll over at any fiscal year end is 480 hours. The exception is that on July 1, 2003 any employee having a balance in excess of 480 hours. In this case the July 1, 2003 current PTO balance will serve as their maximum PTO roll over balance until the employee either separates service or their balance falls below 480 hours. At such time their balance falls below 480 hours their maximum limit then becomes 480 hours. Employees must plan ahead for

any unexpected illness by reserving a portion of their annual PTO hours each year.

7. While employees will begin earning PTO hours upon hire, they are not eligible to use PTO until they have completed their first 6 months of Full Time employment. An exception will be granted and current hours made available if the employee provides documentation of illness signed by a licensed medical professional.
8. Employees are expected to use PTO for all requested time off, with the exception of the specific guidelines regarding designated holidays.
9. The PTO policy and procedures apply to both non-exempt-and exempt employees.
10. Department Directors or designees, on a case-by-case basis, can only grant time off without pay. Any time taken with out pay will decrease PTO accrual for the year.
11. It is important that you plan PTO use carefully so that appropriate replacements can be scheduled. Employees are responsible for requesting PTO in writing and submitting it to their supervisor for approval at least one (1) week in advance for all time off, except in those cases where advance notice is not possible i.e. hospitalization, family emergency. In the instance of an unplanned absence, the employee is responsible for making every effort to notify their supervisor at least one (1) hour before the beginning of their scheduled work period.
 - A. Employees may be subject to corrective action if they fail to give appropriate notice.
 - B. If an employee calls in to report that they cannot work their scheduled hours because of illness or an emergency, they will be paid from their PTO balance.
 - C. An absence shall be considered unauthorized whenever the employee's supervisor, or their designee, has not been properly notified before the employee's shift begins. Responsibility for excusing an unauthorized absence shall rest with the immediate supervisor. An unauthorized absence may be paid if PTO accruals are available and the supervisor has approved the unauthorized absence. Unauthorized leave may also be recorded as leave without pay at the discretion of the supervisor.
12. Employees may utilize up to 280 hours of PTO immediately prior to their retirement effective date. PTO in excess of 280 hours will be forfeited.
13. Employees may be paid for up to 240 hours of their accrued PTO balance upon separation after they have completed their introductory period.

14. Employees may convert PTO hours for a cash payment at a rate of ~~two (2)~~ ~~three (3) hours for two (2)~~ ~~three (3)~~ ~~hours for two (2)~~ ~~three (3)~~ hours for PTO balances over 240 hours.
 - A. Employees may convert a maximum of 80 PTO hours per fiscal year for a cash payment at a rate of 2 hours pay for 3 hours of leave. This conversion is only possible for PTO balances over 240 hours. The minimum amount of hours employees may convert is 8 hours. The maximum number of times an employee may convert leave during the fiscal year is four (4). Request to convert leave must be submitted to Personnel at least seven (7) calendar days before the pay date the employee wishes to receive the payment.
15. Department Directors or designee may request a doctor's excuse when three (3) or more consecutive unscheduled absences have occurred.
16. PTO will not be paid out to employees who leave before they are eligible to begin utilizing PTO during their first six 6 months of Full Time employment.
17. If an employee is injured on the job during their introductory period they will have access to their available PTO leave balance to cover non-work time before workmen's compensation payments begin. Should the leave balance not be sufficient to cover the time, Leave-without-pay will be authorized.
18. If an employee becomes ill while at work and leaves the work site before the end of their shift, accrued leave will be paid for the scheduled hours they were unable to complete before going on leave without pay.

3. The parties agree that **Section 36. Wages and Recreational Facilities Benefits**, is amended to read as follows:

Section 36. Wages and Recreational Facilities Benefits.

A. Within 30 days of ratified of this agreement by both parties, a longevity payment of \$750.00 will be paid to all employees who are covered by this bargaining unit who were employed by the City prior to July 1, 2013.

B. Employees shall be permitted to use the City's recreational facilities and equipment, including the swimming pool, that are located at its Recreational Center at no cost to the Employee. Family members and guests will be required to pay the normal charges. Employees will be given a twenty percent (20%) discount on any recreational activity or other programs offered or sponsored by the City's Community Services Department. The discount applies only to the participation of the employee, the employee's spouse or the employee's minor dependent(s). Participation at the discounted rate will only be available in the event the program has available space. Employees shall given the "junior golf green fee rate" at the City's golf course, the Desert Lakes Golf Course. Family members and guests will be required to pay the normal charges. Rental charges for golf carts and other charges or fees will be at the normal rate.

4. **Section 47. Terms of and Entire Agreement**, is amended to read as follows:
- A. This Agreement constitutes the sole and entire existing agreement between the parties hereto and supersedes all prior agreement, oral or written between the Union and the City, and expresses all obligations of, and restrictions imposed on the City during the term of the Agreement.
- B. This agreement will become effective when both parties have signed it. The date this agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement. *If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement.* This Agreement expires at 12:00 Midnight, June 30, 2015. Should neither party to this Agreement request the opening of negotiations as provided for in the City's Labor Management Relations Ordinance, this Agreement and the conditions herein shall continue in effect from year to year. Provided, however, no lump sum or other payments shall be made after June 30, 2015.
8. Each party has had a reasonable opportunity to read this entire Agreement, to discuss its contents and meaning with a representative of their choosing, and that the terms of this Agreement are understood and voluntarily accepted.
9. This Agreement becomes effective on the date of the final signature of the parties and/or their authorized representatives.

CITY OF ALAMOGORDO

AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES

James R. Stahle
City Manager

J.J. Lyons
President, Local 3818

Dated: _____

Dated: _____

AFSCME Council 18 Representative

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Reneé L. Cantin, City Clerk

Stephen P. Thies, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: Sept. 23, 2014 **Report Date:** Sept. 11, 2014 **Report No:** 14

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

Subject: Hold Public Hearing, consider, and act upon, Application No. A-911555 to grant a Transfer of Location for Retailer Liquor License #4020 Application No. A-911555 for Albertson's LLC d/b/a Albertson's #1053, located at 1300 Tenth St., Alamogordo, NM.

Recommendation: Approve the Transfer of Location for Retailer Liquor License #4020 Application No. A-911555 for Albertson's LLC d/b/a Albertson's #1053, located at 1300 Tenth St

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, September 14th and Sunday, September 21st, 2014. These publications meet the State regulations of publishing two consecutive weeks prior to the public hearing.

Reviewed By:

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



**New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION**

Toney Anaya Building • PO Box 25101 • Santa Fe, New Mexico 87505-5101
(505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/alcoholandgaming

September 10, 2014

Susana Martinez
GOVERNOR

Certified Mail No: 7013 2630 0000 9074 9621

Robert "Mike" Unthank
SUPERINTENDENT

James C. McKay
GENERAL COUNSEL

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

Mary Kay Root
DIRECTOR

Re: License / App. No. License 4020/ A-911555
Applicant Name: Albertson's LLC
Doing Business As: Albertson's #1053
Proposed Location: 1300 Tenth Street Alamogordo, NM

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses. ***(Please review the revised instructions for approval or disapproval below.)**

Greetings:

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

Within forty-five days after receipt of a notice of preliminary approval from the Alcohol and Gaming Division, the governing body shall hold a public hearing on 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; (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 requesting a Transfer of Location for a Retailer Liquor License:

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

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

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

**Construction Industries &
Manufactured Housing Division**
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

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.)

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.

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 *in writing* as to whether the local governing body has approved or disapproved the issuance of transfer of the license *and* by signing the enclosed original Page 1 of the application. *The letter of approval/disapproval and the Page 1 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 may 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,



Pamela Brommer
Hearing Officer

ENCLOSURES: Original page 1
Copy of page 2
Copy of Posting Certificate
Copy of Zoning Statement

Handwritten initials/signature in the top left corner.

R# 1589693
PAID
\$200.00
CL# 01707722



LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable.

State Liquor License # 4020 - Retailer
Application Number 91555
Local option (AGD use) _____
Record Owner of Existing License Albertson's LLC
Current D/B/A Name Albertson's #924
Current Premises Address 8100 Ventura Street NE Albuquerque NM 87122

Application is for: Change of Stock _____ Change of Officers/Directors _____ Transfer Ownership of Existing License _____ Transfer Ownership and Location _____ Transfer Location Other _____
Issue New License _____ Type of License being applied for _____

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

NAME OF APPLICANT (company or individual) Albertson's LLC
ADDRESS (including city, state, zip) PO Box 20, Boise Idaho 83726
TELEPHONE NUMBER 714-300-6307 208-395-6200 **PB**

D/B/A name to be used: Albertson's #1063 Phone number for licensed premises: TBD

Physical location where license is to be used: 1300 Tenth Street, Alamogordo, New Mexico, 88310
(Include street number / highway number / state road, city and county, state, and zip code)

Mailing address: PO Box 20, Boise Idaho 83726

Are alcoholic beverages currently being dispensed at the proposed location? Yes _____ No If yes, give license number and type _____

I, (print name) Richard Navarro, as (title) Chief Administrative Officer 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 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 or renew the license or may cause the license to be revoked at any time.

You must sign and date this form in the presence of a notary public.

Signature of Applicant [Signature] Date 3/17/14

SUBSCRIBED AND SWORN TO before me this 17th day of MARCH, 2013 by RICK NAVARRO

Notary Public J. McKenny My Commission Expires 12/6/2016

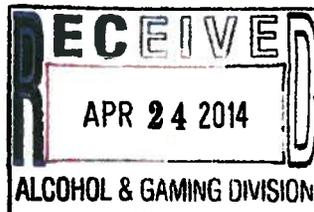


Local Governing Body of: _____ (City or County). Hearing held on _____ 20____

Check one: Approved _____ Disapproved _____ City/County Official _____ (Signature & Title)

For Alcohol and Gaming Division Use Only

Approved _____ Disapproved _____ Director Approval _____ Date _____





PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION
 59-60-60-10

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

Owned by Applicant 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) Not Applicable _____

B. Date and term of lease Not Applicable _____

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).

Miles/feet 677 ft Name of church Christian Joy Center Address/location of church 1502 10th St, Alamogordo, NM 88310

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

Miles/feet 845 ft Name of school Alamogordo High School Address/location of school 103 Cuba Ave, Alamogordo, NM 88310

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

Miles 9.10 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 1/2 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 Racetrack _____ Hotel _____ Other (specify) _____

Return this form to the Alcohol and Gaming Division, 2550 Cerrillos Road, Santa Fe, New Mexico 87505.





City of Alamogordo
Planning and Zoning Division
1376 E. 9th St.
Alamogordo, NM 88310

Phone: 575.439.4208

Fax: 575.439.4343

24 January 2014

Ms Susan McMillan, VP
Albertson's LLC.
250 Park Center Blvd.
Boise, ID 83706

RE: Zoning of 1300 10th Street, Alamogordo, NM 88310

Dear Ms McMillan:

At your request, we have researched our records and determined the zoning classification of the real property referenced above. That property is within the corporate boundaries of the City of Alamogordo, New Mexico. This letter is being written, in accordance with the provisions of Section 2-01-030(i) 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 this property.

The property at 1300 10th Street and 1310 10th Street is within the C-3 Business District. The Alamogordo Municipal Code, Chapter 29, Zoning allows general commercial business within this district and specifically allows for a grocery store with Package Liquor sales to be placed on the site. In addition, we have reviewed the attached site plan and have found that the plan is in general conformance with all zoning, setback and site requirements.

On 20 November 2012, the City Commission reviewed the last remaining entitlement issue to allow for a 55,000 square foot retail store for this location, and once approved, project construction plans and specifications can be submitted for review and approval. The construction document phase of the project will require the resolution of left turning movements into and out of the existing site at the ingress/egress point on to Cuba Avenue, and engineering analysis will be required to support this request. Other issues that arise in the normal course of development may also need to be resolved.

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 City of Alamogordo - Code of Ordinances.



ALCOHOL & GAMING DIVISION
 2550 CERRILLOS ROAD
 SANTA FE, NEW MEXICO 87505
POSTING CERTIFICATE

DISPENSER (FULL SERVICE)
 RESTAURANT (BEER/WINE ONLY)
 CANOPY (DISPENSER-C)
 OTHER:

RETAILER (PACKAGE ONLY)
 DISPENSER (ON PREMISE ONLY)
 INTER-LOCAL DISPENSER
 LOTTERY

LICENSE NUMBER / APPLICATION NUMBER:

LICENSE NO. 4928 / APPL. NO. A-911555

TRANSFER OF OWNERSHIP & LOCATION
 TRANSFER OF OWNERSHIP ONLY

TRANSFER OF LOCATION ONLY
 NEW LICENSE

TRANSFERRED FROM: Alberston's LLC / Alberston's #924

CURRENT LOCATION: 8100 Vanhook Street NE, Albuquerque, NM 87122

TRANSFERRED TO / APPLICANT: Alberston's LLC / Alberston's #1053

PROPOSED LOCATION: 1300 Tenth Street, Albuquerque, NM 87110

PROPOSED BUSINESS NAME: Alberston's #1053

I CERTIFY THAT I HAVE POSTED THE REQUIRED NOTICE OF LIQUOR LICENSE PURSUANT TO SECTION 40-4B-2, NMSA, AND FURTHER CERTIFY AS FOLLOWS:

1. LOCATION POSTED IS WITHIN CORPORATE LIMITS OF: City of Albuquerque
2. LOCATION POSTED IS IN UNINCORPORATED LIMITS OF: N/A
3. DISTANCE FROM NEAREST CHURCH IS: Approx. 15 miles
4. NAME OF CHURCH IS: Calvary Church
5. DISTANCE FROM NEAREST SCHOOL IS: Approx. 12 miles
6. NAME OF SCHOOL IS: North Florida
7. DISTANCE FROM NEAREST MILITARY INSTALLATION IS: Approx. 11 miles
8. NAME OF INSTALLATION IS: Holloman AFB
9. IF RURAL, DISTANCE FROM NEAREST EXISTING LIQUOR LICENSE IS:
 BY PASSABLE ROAD: N/A BY STRAIGHT AIRLINE: N/A

7. NOTICE POSTED ON:
 BUILDING
 BUILDING UNDER CONSTRUCTION
 BUILDING BEING REMODELED

BILLBOARD
 NO BILLBOARD

DATE POSTED: 5/15/2014

EXPIRATION DATE: 06/04/2014 (midnight)

APPLICANT'S SIGNATURE

S.T.D. SPECIAL AGENT SIGNATURE

Jason Potts
 PRINTED

Douglas Slavens
 PRINTED



City of Alamogordo



OFFICE OF THE CITY CLERK

1376 E. NINTH STREET • ALAMOGORDO, NEW MEXICO 88310-5838 • (575) 439-4205 FAX (575) 439-4396
September 11, 2014

VIA CERTIFIED MAIL

Albertson's LLC
Attn: Richard Navarro
PO Box 20
Boise, Idaho 83726

Re: Application No. A-911555 to grant a Transfer of Location for Retailer Liquor License #4020 Application No. A-911555 for Albertson's LLC d/b/a Albertson's #1053, located at 1300 Tenth St., 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, September 23, 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, September 14th, and Sunday, September 21st, 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

**Please Publish in the Alamogordo Daily News on:
Sunday, September 14th, & Sunday, September 21st, 2014.**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Alamogordo City Commission will hold a **PUBLIC HEARING** on **Tuesday, September 23rd, 2014**, at 7:00 p.m. in the Commission Chambers of the Alamogordo City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico, on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant a **Transfer of Location for Retailer Liquor License #4020 Application No. A-911555 for Albertson's LLC d/b/a Albertson's #1053, located at 1300 Tenth St., Alamogordo, NM.**

Inquiries regarding this Public Hearing should be directed to the City Clerk's Office at City Hall.

Date: 09/11/2014
City of Alamogordo, New Mexico
By: Reneé L. Cantin, CMC, City Clerk

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 23, 2014 **Report Date:** September 10, 2014 **Report No:** 15

Submitted By: Ruben Segura, **Approved For Agenda:** 
Grants Coordinator

Subject: Consider and act upon, a one (1) year extension of the Agreement between the City of Alamogordo, New Mexico and Zia Therapy Center, Inc. for Public Transportation Services in accordance with Section 3 of the agreement in an amount not to exceed \$99,989.00 for the Fixed Route Services and \$10,000 for the Las Cruces Route Program.

Fiscal Impact: \$ 109,989
Amount Budgeted: \$ 201,124
Fund: 11-2400-419.57-34 (GC1502)

Recommendation: Approve one (1) year extension. **[Roll call vote required]**

Background: The City of Alamogordo on January 14, 2014 approved the award of RFP 2013-11 for the provision of public transportation services with Zia Transportation Center, Inc. The agreement is to terminate on September 30, 2014. A provision under Section 3 of the agreement allows the City of Alamogordo the option to extend the term of the agreement for an additional one (1) year period, not to exceed eight (8) years as set forth in Section 2-13-200 of the City Purchasing Ordinance. In addition, on May 13, 2014 the City Commission approved the 2015 Fiscal Year Budget, allocating a total of \$109,989 specifically for public transportation services.

Staff recommends approval for a one (1) extension of the agreement between the City of Alamogordo and Zia Therapy Center, Inc.

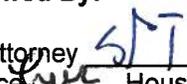
Tabled from September 9, 2014 Commission meeting.

Zia Therapy Center, Inc.

(Presenters)

- Margaret S.(Peggy) O'Neal, Chief Executive Officer
- Joe E. Hardin, Transportation Director

Reviewed By:

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

CONTRACT FOR PUBLIC TRANSPORTATION

THIS AGREEMENT is entered into by the CITY OF ALAMOGORDO, NEW MEXICO, a New Mexico municipal corporation (City), having offices at 1376 East Ninth Street, Alamogordo, NM 88310 and ZIA THERAPY CENTER, INC. (Contractor) having offices at 900 First Street, Alamogordo, NM 88310.

In consideration of the promises and agreements set forth, the City and contractor agree:

1. Scope and Description of Services: Contractor will perform in a timely fashion for the benefit of the City the following public transportation service as described in Exhibit A on the days and hours identified except listed holidays and weekends. The equipment to be provided by the Contractor will be sufficient to provide the required service.

Contractor shall at all times maintain vehicles in good mechanical condition in conformity with all applicable safety regulations, and will keep all vehicles in clean condition, subject to inspection by City at all times. The Contractor warrants that it now has and will continue to have during the term of this agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state, or local, which authorize or empower the operation of subject service.

Contractor will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used, and have received appropriate safety training. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance.

Contractor shall display appropriate signs designating route and/or service area.

2. Terms of payment for services: The City shall pay to Contractor, as full payment for all services to be performed by Contractor pursuant to this agreement, a maximum compensation of \$99,989.00 per year. Contractor shall invoice the City of Alamogordo monthly for an amount equal to fifty percent (50%) of operating expenses for the month, plus twenty percent (20%) of administrative costs. Terms are net 30 days.

City shall have the option of renewing this agreement for a maximum of three (3) years beyond termination date. Compensation for this extended service shall be at a rate as mutually agreed by the parties, provided the State continues to provide adequate funds for the program.

3. Time for Completion of Services: Term of this Agreement shall be one (1) year, commencing on the 1st day of October, 2012, and terminating after the last scheduled run on the 30th day of September, 2013.

4. Contract Documents. Each of the following described Contract Documents, copies of which are attached or incorporated by reference, form a part of this Agreement:

Exhibit A – Current Route Schedule

Exhibit B – Certificate of Insurance

5. Amendments: Both City and Contractor shall have the option to implement minor route changes upon thirty (30) days written notice to the other party. Service changes, requiring additional compensation will be implemented following written agreement by both parties as to proper compensation to be paid to Contractor. Similarly, both parties shall have the option to reduce service after written agreement by both parties.

With the exception of the above, this Agreement constitutes the entire agreement between the parties. Any proposed change in this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6. Reports: Contractor shall submit quarterly reports to the city showing the vehicles used, the passengers carried, the vehicle days and hours of service and miles traveled, total vehicle mileage, revenue collected, maintenance costs, operating and Administrative costs as well as costs and operating costs per passenger trip, per vehicle hour and per vehicle mile, as well as passengers per vehicle mile and administrative costs as a percentage of total costs. Reports similar to those currently provided to Contractors grantee will be acceptable. Contractor shall supply the City with a copy of it's annual audit, within thirty (30) days of acceptance of said audit by the Contractor's Board of Directors. In addition, the City of Alamogordo shall have the right, on thirty (30) days notice to inspect and/or audit the books and records of the Contractor regarding this contract.

7. Agreement: This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of the City and Contractor. Any successor to Contractor's rights under this Agreement must be approved by the City. Any successor will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to succession. Assignment of any portion of the work by subcontract must be approved in advance by the City, in writing.

8. Insurance: Contractor shall carry and keep in force business auto liability insurance covering the use, maintenance and operation of its vehicles in amounts not less than the following:

\$1,000,000 combined single limit of liability each occurrence for Bodily Injury Liability and Property Damage Liability.

Upon execution of this agreement Contractor shall present certificates of insurance coverage. Contractor shall have City named as an additional insured on its policies.

Contractor shall assume liability for, and hold harmless the city and City's successors, assigns, officers, directors, employees and agents from any liabilities, obligations, losses, damages, claims, or costs, incurred by or asserted against City, resulting from any of the following: the failure of Contractor to operate service in conformance with law; the violation by the Contractor of any of the provisions of this Agreement; any act or failure to act by any officer, director, employee or agent of the Contractor; any injury to any person, loss of life, or loss or destruction of property arising out of or relating to operation of the bus services. This does not apply if the loss claimed is caused by the negligence or other act or failure to act of the City or its employees, or agents. The City will promptly notify Contractor in writing of any claim or liability which the City believes to be covered under this paragraph. The City shall tender and Contractor shall promptly accept tender of defense in connection with any claim or liability which Contractor has agreed in writing that, based on the face of the claim or liability, City is entitled to indemnification under this paragraph; provided, however, that City shall be kept informed of the status of the proceeding, shall be promptly furnished with copies of all documents filed or served by plaintiffs, and shall be furnished in advance with copies of all documents proposed to be filed or served on its behalf by defense counsel. In the event that Contractor, within thirty (30) days after receipt of notice from City of a claim or liability which City believes to be covered under this paragraph, fails to advise City in writing that the Contractor agrees that City is entitled to indemnification under this paragraph, based on the face of such claim, City may retain its own counsel and present its own defense in connection with such claim or liability. The City, without first obtaining approval of the contractor, shall not settle or compromise any claim, suit, action or proceeding in respect to which the Contractor has agreed in writing that City is entitled to indemnification under this paragraph. Notwithstanding anything in this Agreement to the contrary, the indemnities contained in this paragraph shall survive termination of this Agreement.

10. Non-collusion: Contractor warrants and represents that it has not paid nor agreed to pay any bonus, commission, fee or gratuity to any employee or official of the City or to any other Contractor for the purpose of obtaining this Agreement.

11. Prohibited Interests: No member, officer or employee of the City or local public body with financial interest or control in this Agreement, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds of it.

12. Appropriations: Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Commission of the City of Alamogordo making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Commission, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not

constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

13. Notices: All notices required pursuant to this Agreement shall be in writing and shall be served upon the parties at the address listed in this Agreement. Delivery to an officer authorized to receive notices or the mailing of the notice by registered mail, return receipt requested, shall be sufficient service.

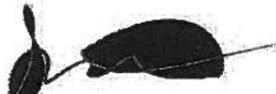
14. Governing Laws: This Agreement shall be interpreted under and governed by the laws of the State of New Mexico.

15. Compliance with Laws: Contractor agrees to comply with all applicable statutes, ordinances and regulations of the United States, the State of New Mexico and the City of Alamogordo. Any contract executed in violation of the terms and condition of the purchasing regulations of the City shall be null and void as to the City.

16. Headings: The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Date: 12/4/12

By: 
Susie Galea, Mayor




Renee L. Cantin, City Clerk

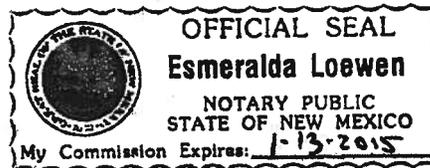
ZIA THERAPY CENTER, INC.

Date: 11/21/2012


Margaret Denson
Chief Executive Officer

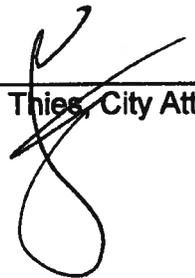
ATTEST:


Pansy F. Ellis, Secretary
Zia Therapy Center, Inc.



State of New Mexico
County of •tero

APPROVED AS TO FORM:


Stephen P. Thies, City Attorney

FARE STRUCTURE TARIFA ESTRUCTURA

Fares and Transfers

Please be ready with your cash fare, Ztrans Punch Pass, or Ztrans Monthly Pass when boarding. Cash Fares must be exact change, as drivers do not carry money. Any overpayment placed in cash box is non-refundable.

TARIFAS Y TRANSFERENCIAS

Por favor esta listo con su tarifa en efectivo, tarjeta ztrans golpe, o un pase mensual ztrans al subir. Tarifas en efectivo debe ser el cambio exacto, ya que los conductores no llevan dinero. Cualquier pago en exceso colocado en la caja de efectivo no es reembolsable.

TRANSFERS

Transfers are only valid at Wal-Mart and White Sands Mall. A transfer may only be completed within 30 min or is no longer valid. Transfers may not be used for the Las Cruces Route.

TRANSFERENCIAS

Las transferencias son validas solo en WalMart y el centro comercial White Sands. Una transferencia solo puede ser completada dentro de 30 minutos o ya no es valida. Las transferencias no pueden ser utilizados para la ruta Las Cruces.

Cash Fares

Full Fares/Tarifa Completa
Adult / Adulto (19-59 de 19 a 59 años) \$1.00

REDUCED FARES / Tarifas Reducidas
Students / Estudiantes
(6 - 18 / de 6 a 18 años) 50¢

Seniors / Personas Mayores
(60+ years / de 60 años o mas) 50¢

Child / Niño
(5 and Under / 5 y en virtud) Free / Gratis

Las Cruces Only
Las Cruces solo \$2.00

OTHER FARE MEDIA / OTROS PRECIOS

PASS FARES / Tarifas con Pases
Regular Pass (Paso normal)
5 Rides (5 Viajes) \$5.00

10 Rides (10 Viajes) \$10.00

25 Rides (25 Viajes) \$20.00

Monthly Pass(Pase mensual) \$30.00

Monthly Pass(Las Cruces only) \$50.00
Passe Mensual(solo Las Cruces)



ALAMOGORDO/ TULAROSA BASIN AREA

TRANSIT GUIDE

Route Schedules and Service Information 439-4971

Alamogordo/Tularosa cuenca zona de transito guia

ruta calendario y la informacion de servicio



November / Noviembre

Important Telephone Numbers

numeros de telefono importantes

Main Office: 439-4971

oficina central

Ops Supervisor 439-4936

supervisor de operaciones

Paratransit: 439-4971

paratransit

Tularosa Basin Transit Provider

Tularosa cuenca transito proveedor

Zia Therapy Center, Inc.

100+ years of
Serving the Community

Zia Therapy Center, Inc. does not discriminate on the basis of race, color, or national origin. To find out more about our nondiscrimination obligations or to file a complaint, please contact Joe Hardin at (575) 439-4972.

Zia Therapy Center, Inc. no discrimina en base a raza, color, u origen nacional, para saber mas acerca de nuestras obligaciones de no discriminacion o para presentar una queja, por favor comuniquese con Joe Hardin al (575) 439-4972.

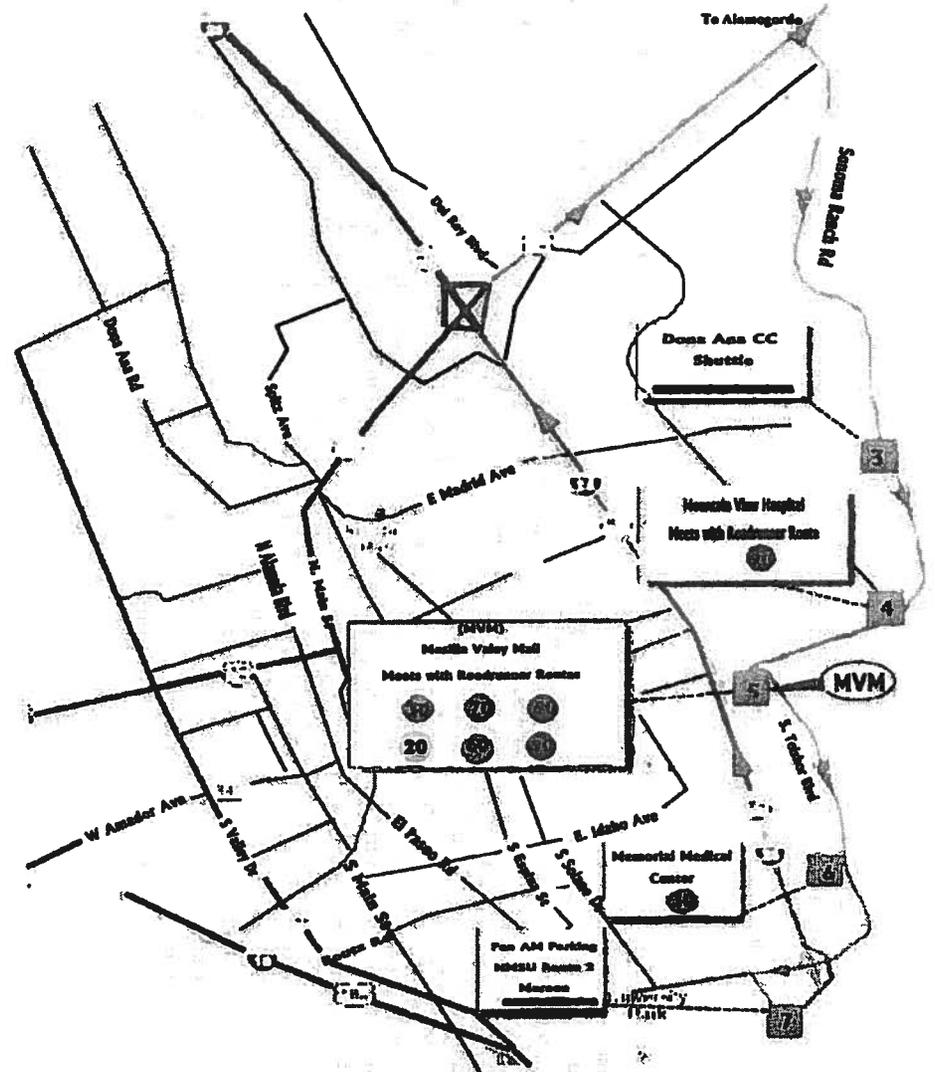


Time Schedule / Horario Fijado

Service Hours/ Horas de Servicio 7:00am - 1:00pm 3:00pm - 6:00pm

- CTP- Central Transfer Point/Punto central de transferencia
- ⊗ Wheelchair Accessible/ Accesible para sillas de ruedas
- Bus Shelter/ paradas de autobus

Time Point	Stop #	Stop Location	CTP	Wheelchair	Bus Shelter
00	1	Wal Mart	●	⊗	
	2	1st/Zia Therapy	●	⊗	
	3	1st/Headstart	●	⊗	
	4	1st/ Las Ventanas	●	⊗	
	5	1st/ Azotea	●	⊗	●
	6	Scenic/Abbott	●	⊗	
	7	10th/ Hendrix	●	⊗	
10	8	10th/ Cedar	●	⊗	
	9	10th/ Goodwill	●	⊗	●
	10	10th/ Jefferson	●	⊗	
	11	10th/ Subway	●	⊗	
	12	10th/Lowes Grocery	●	⊗	●
	13	12th/ White Sands (Tia Lupe's)	●	⊗	
	14	16th/ White Sands	●	⊗	
20	15	Indian Wells/NMSBVI	●	⊗	
	16	Indian Wells/ Cuba	●	⊗	●
	17	Indian Wells/Pecan(Dance Shop)	●	⊗	●
	18	Indian Wells/ Arizona	●	⊗	
	19	Indian Wells/Juniper	●	⊗	●
30	20	NMSU-A	●	⊗	●
	21	GCRMC (hospital)	●	⊗	
	22	N Scenic/ Plateau Espresso	●	⊗	
	23	N Scenic/ Rosewood	●	⊗	
40	24	White Sands Mall	●	⊗	●
	25	Fairgrounds Rd/ Aero Lp	●	⊗	
	26	N Florida/ ACS	●	⊗	
	27	Indian Wells/Across From NMSBVI	●	⊗	
50	28	White Sands/ 14th	●	⊗	
	29	White Sands/ Hastings	●	⊗	
	30	Wal Mart	●	⊗	



Service Hours/ Horas de Servicio 6:00am - 7:30pm Mon - Fri

- ⊙ CTP- Central Transfer Point/Punto central de transferencia
- ⊙ Wheelchair Accessible/ Accesible para sillas de ruedas
- Bus Shelter/ paradas de autobus

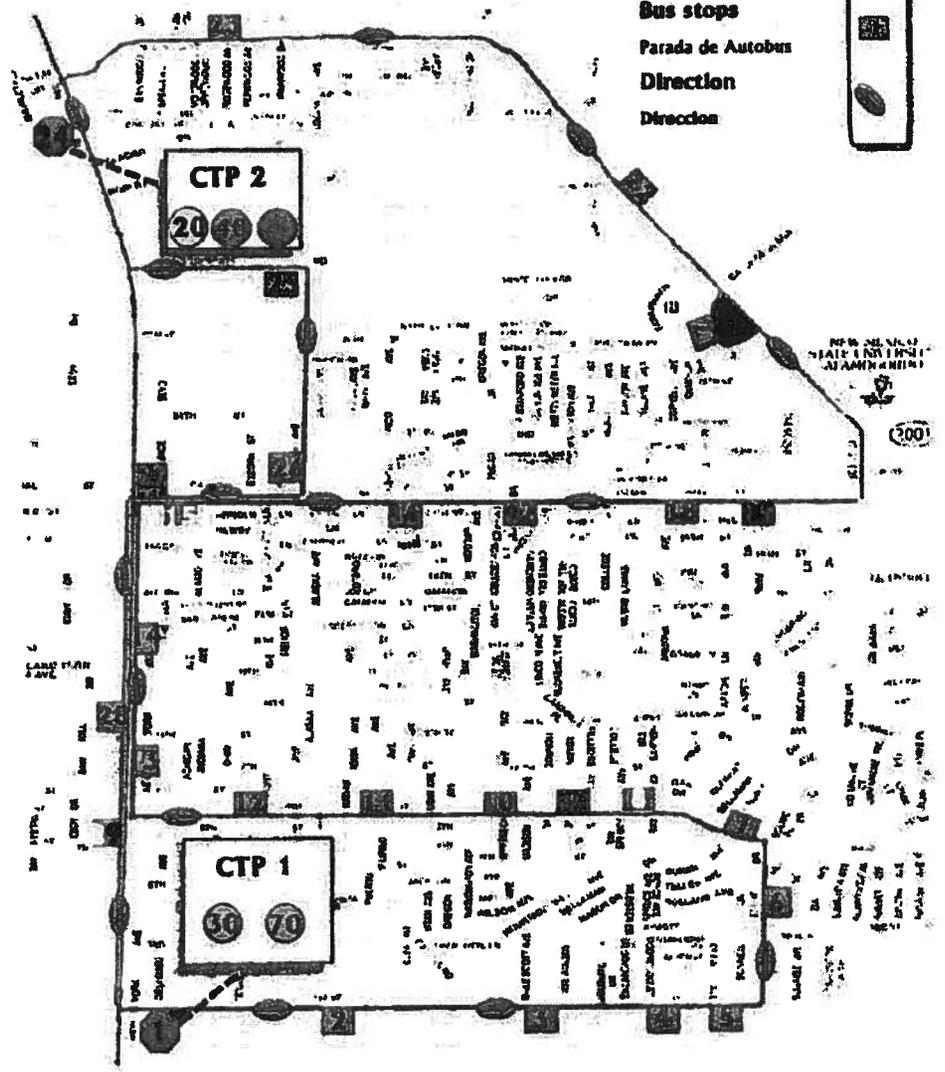


Time Point	Stop #	Stop Location	Accessibility
6:00am	1*	Wal Mart in Alamogordo	⊙
	2*	Holloman AFB Welcome Center	⊙
7:00am	3*	Dona Ana Community College	⊙
	4*	Mt. View Medical Center	⊙
	5*	Mesilla Valley Mall	⊙
	6*	Memorial Medical Center	⊙
8:00am	7*	NMSU(Pan Am Center)	⊙
	8*	Wal Mart in Alamogordo	●
11:00am	1*	Wal Mart in Alamogordo	⊙
	2*	Holloman AFB Welcome Center	⊙
12:00pm	3*	Dona Ana Community College	⊙
	4*	Mt. View Medical Center	⊙
	5*	Mesilla Valley Mall	⊙
	6*	Memorial Medical Center	⊙
1:00pm	7*	NMSU(Pan Am Center)	⊙
	8*	Wal Mart in Alamogordo	●
4:00pm	1*	Wal Mart in Alamogordo	⊙
	2*	Holloman AFB Welcome Center	⊙
5:00pm	3*	Dona an Community College	⊙
	4*	Mt. View Medical Center	⊙
	5*	Mesilla Valley Mall	⊙
	6*	Memorial Medical Center	⊙
6:00pm	7*	NMSU(Pan Am Center)	⊙
	8*	Wal Mart in Alamogordo	●



CTP 1 = Wal-Mart
CTP 2 = White Sands Mall

- Transfer Points
Puntos de Transferencia
- Time Points
Puntos de Tiempo
- Bus stops
Parada de Autobus
- Direction
Direccion



20

Route Map 20 / 20 Mapa De Rutas

Time Schedule / Horario Fijado

Service Hours/ Horas de Servicio 7:00am - 1:00pm 3:00pm - 6:00pm

- ⊙ CTP- Central Transfer Point/Punto central de transferencia
- ⊙ Wheelchair Accessible/Accessible para sillas de ruedas
- Bus Shelter/ paradas de autobus

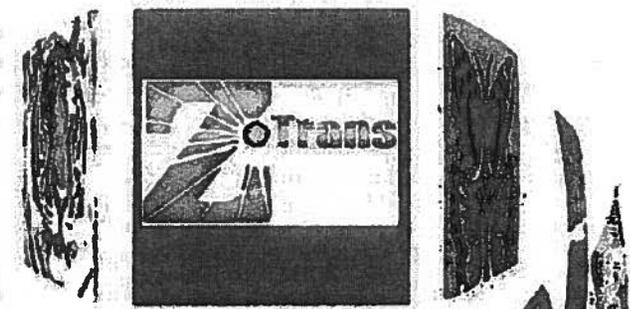
me | Stop # | Stop Location
stop

- ⊙ 1 * NMSU-A
- 2 * Indian Wells/ Wellness Center
- 3 * Indian Wells/ W/C Rental
- 4 * Indian Wells/ Hawaii
- 5 * NW Indian Wells/NMSBVI
- 6 * White Sands/ 14th St
- ⊙ 7 * 10th / Marla's
- 8 * 10th/ Puerto Rico
- 9 * 10th/ Dave's Guns
- 10 * 10th /Filmore
- 11 * 10th/Cedar
- 12 * Scenic/ Abbott
- ⊙ 13 * 1st/ Crews Dr
- 14 * 1st/ Avenida Amigos
- 15 * 1st/ Sertoma
- ⊙ 16 * Wal-Mart
- 17 * White Sands/ 4th
- 18 * White Sands/ La Hacienda
- 19 * White Sands/ Tia Lupe's
- 20 * White Sands/ 16th
- ⊙ 21 * Indian Wells/ NMSBVI
- ⊙ 22 * N. Florida/ Canal
- 23 * Aero Lp/ Fairgrounds
- 24 * White Sands Mall
- ⊙ 25 * N. Scenic/ Rosewood
- 26 * N Scenic/ Medical Building
- 27 * GRCMC
- ⊙ 28 * NMSU-A



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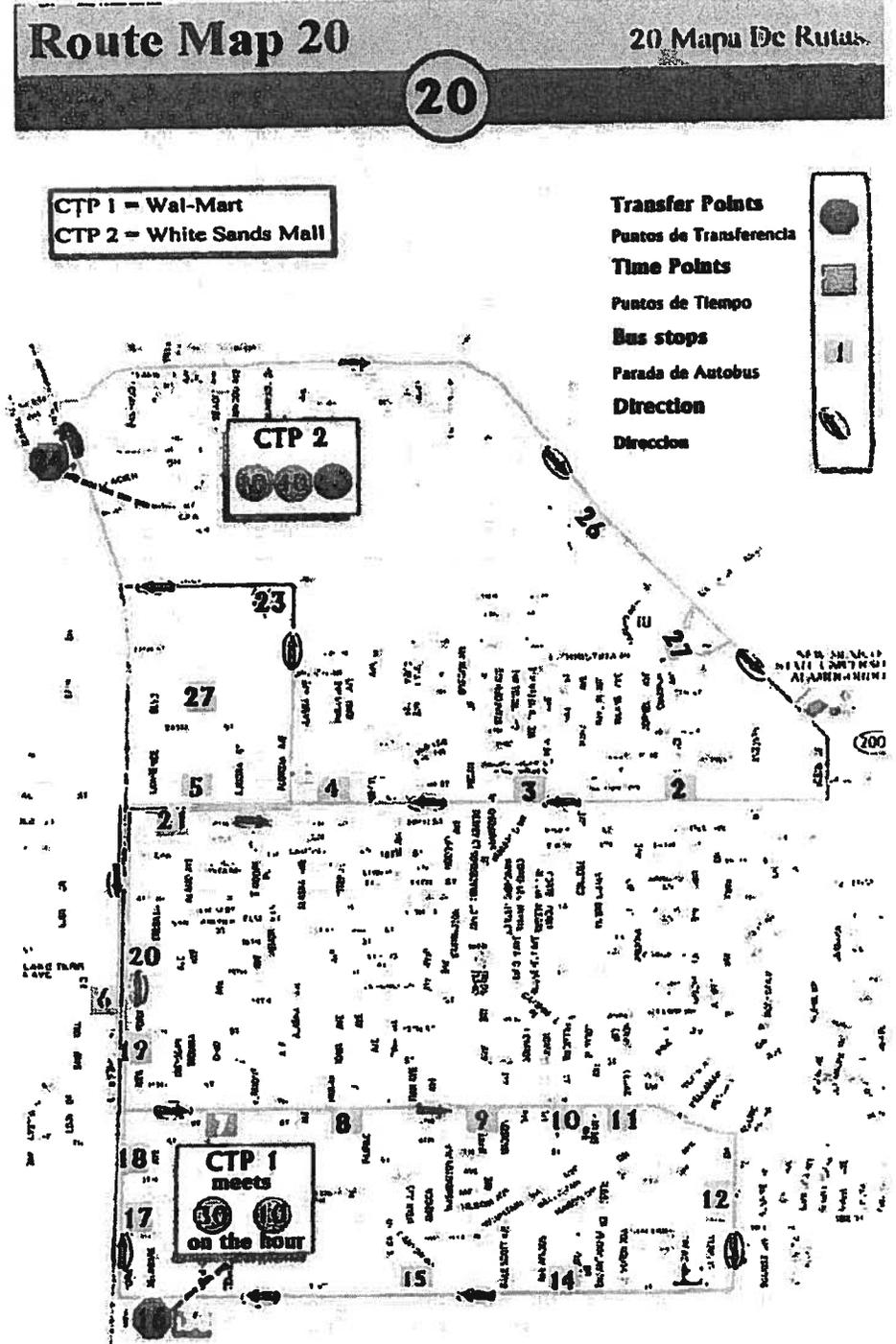
715 N. White Sands Blvd. • (575) 434-3535

Rules Continued

9. **The use of Audio devices without earphones, or other disruptive behavior is prohibited.**
El uso de dispositivos de audio sin auriculares, o comportamiento disruptivo otras circunstancias.
10. **Firearms and hazardous materials(e.g. batteries, gasoline) are prohibited on bus.**
Las armas de fuego y materiales peligrosos (por ejemplo, baterias, gasolina) estan prohibidos en el autobus.
11. **Service animals are allowed on the bus. Small animals are allowed, but only in a secure small carrier that can be carried without danger or offense to other passengers.**
Los animals de servicio son permitidos en autobus. Pequenos animales estan permitidos, pero solo en una jaula pequena que se pueda llevar sin peligro ni ofender a otros pasajeros.
12. **Please help to keep our buses clean. Do not litter on bus.**
Por favor, ayudenos a mantener nuestros autobuses limpios. No tire basura en el autobus.
13. **Only two brown bags, or 4 plastic bags may be carried on bus.**
Solos dos bolsas de papel, bolsas de plastico o 4 se puede llevar en el autobus.



ZIA THERAPY
816 E. Vin Street
437-0144
Monday - Thursday, 9-5
Specializing for the White Family
Services at Zia Therapy



30

Route Map 30 / 30 Mapa De Rutas

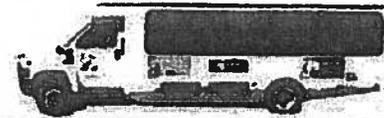
Time Schedule / Horario Fijado

Service Hours/ Horas de Servicio 6:00am - 1:00pm 3:00pm - 6:00pm Mon-Sat

-  CTP- Central Transfer Point/Punto central de transferencia
-  Wheelchair Accessible/ Accesible para sillas de ruedas
-  Bus Shelter/ paradas de autobus

Time	Stop #	Stop Location
0	1	Wal Mart
	2	Cosmic Ink/White Sands
	3	VFW/Hwy 70 W
0	4	Walker/Wright Ave
	5	Walker/ Lindberg
	6	Walker/ Mescalero
	7	Amber Skies/Hwy 70W
0	8	HAFB Visitor Center
	9	1st St/ Dental Clinic
	10	Shoppette
	11	2nd/ Idaho
	12	BX
	13	Billing Office
0	14	Arizona/ Arnold
0	15	Sierra Vista/Hwy 70E
	16	Walker/Wright
	17	Walker/Lindberg
	18	Walker/Mescalero
	19	Town & Country/Hwy 70E
0	20	Ben Archer/Hwy 54S
	21	3 Flowers/Hwy 54N
	22	Best Western Motel/WS Blvd
	23	Wal Mart

0	1	Wal Mart	 
	2	Cosmic Ink/White Sands	
	3	VFW/Hwy 70 W	
0	4	Walker/Wright Ave	
	5	Walker/ Lindberg	
	6	Walker/ Mescalero	
	7	Amber Skies/Hwy 70W	
0	8	HAFB Visitor Center	
	9	1st St/ Dental Clinic	
	10	Shoppette	
	11	2nd/ Idaho	
	12	BX	
	13	Billing Office	
0	14	Arizona/ Arnold	
0	15	Sierra Vista/Hwy 70E	
	16	Walker/Wright	
	17	Walker/Lindberg	
	18	Walker/Mescalero	
	19	Town & Country/Hwy 70E	
0	20	Ben Archer/Hwy 54S	 
	21	3 Flowers/Hwy 54N	
	22	Best Western Motel/WS Blvd	 
	23	Wal Mart	 



RULES TO BE FOLLOWED ON THE BUS

1. **Bus drivers have the right to refuse service to anyone.**
Los Conductores de autobus tienen el derecho de rechazar prestar el servicio a cualquier persona.
2. **Do not interfere with bus driver while the bus is in motion.**
No Interfieren con el conductor del autobus mientras el autobus esta en movimiento.
3. **Seat belts must be worn at all times.**
Los Cinturones de seguridad deben ser usados en todo momento
4. **Bus drivers only drop off at bus stops.**
Los conductores de autobus solo dejan en las paradas de autobus
5. **No open containers of alcoholic beverages allowed on bus.**
Violators will be arrested.
No utilice envases abiertos de bebidas alcoholicas permitidos en el autobus. Los infractores seran arrestados.
6. **You must pay when getting on the bus.**
Usted debe pagar al subir al autobus.
7. **Pay with correct change or punch passes only. Drivers do not carry money.**
Pat el cambio correcto o punzon pasa solamente. Los conductores no llevan dinero.
8. **No food or drink will be consumed on bus.**
Ningun alimento o bebida se consume en el autobus.

CTP1 = White Sands Mall

Transfer Point
Punto de Transferencia

29 Bus Stops
Parada de Autobus

Direction of Travel Outbound
Direccion del viaje de ida

Direction of Travel Inbound
Direccion de desplazamiento de entrada

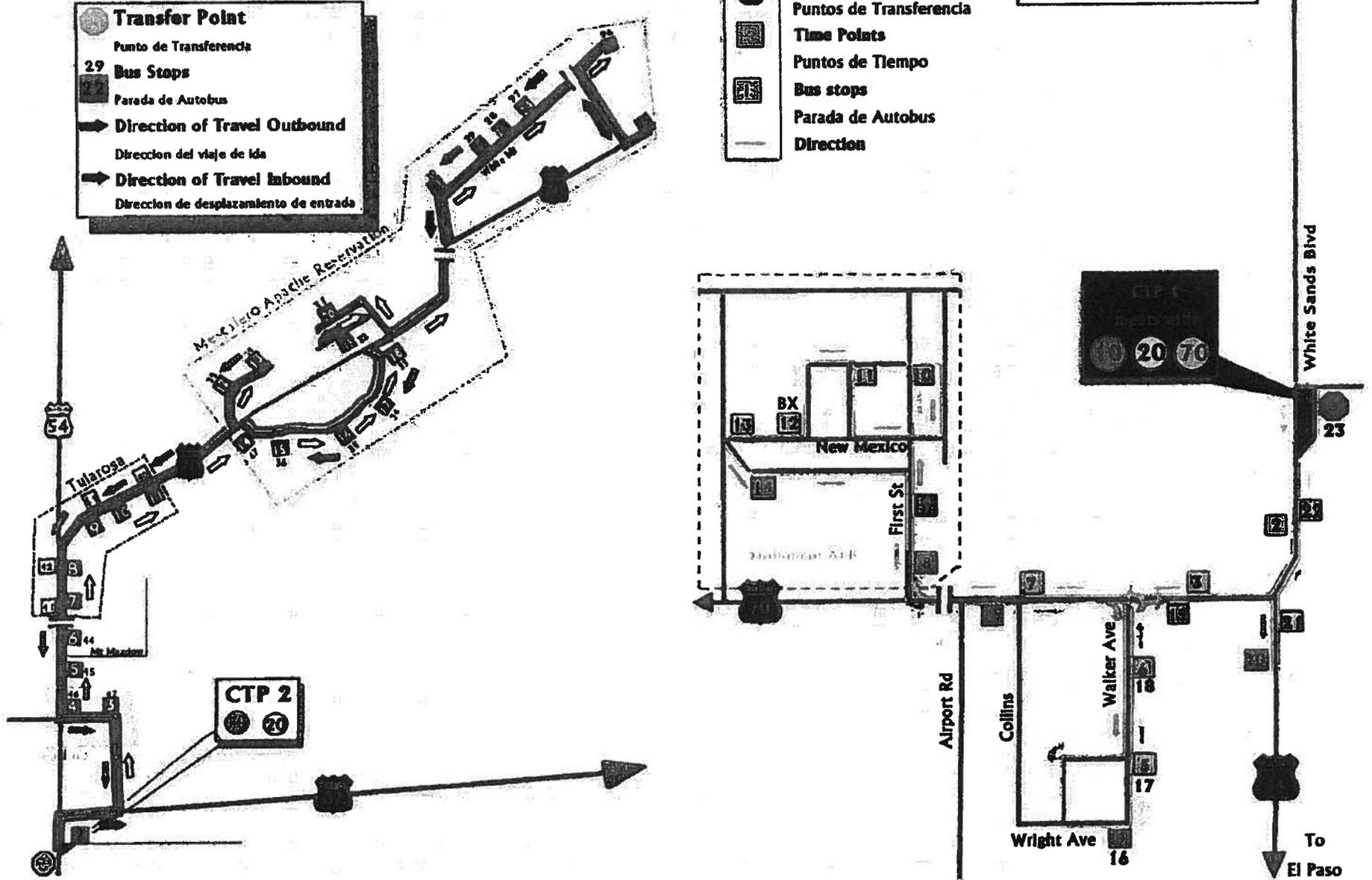
Transfer Points
Puntos de Transferencia

Time Points
Puntos de Tiempo

Bus stops
Parada de Autobus

Direction

CTP 1: Central Transfer Point



Service Hours/Horas de Servicio 6:00am - 7:30pm Mon thru Fri
6:00am -6:00pm Saturday

- CTP-Central Transfer Point / Punto Central de Transferencia
- WheelChair Accessible / Accessible para sillas de ruedas

Stops 1-26
Alamogordo to Mescalero
R= Red(40) BL = Blue(60)

STOP	60 BL					
1 * White Sands Mall ●	6:00	7:30	9:00	10:30	12:00	1:30 3:00 4:30
2 * Texaco ○						
3 * La Luz market ○						
4 * Eileen Acres ○						
5 * Alamosa/Hwy 70 N ○	6:15	7:45	9:15	10:45	12:15	1:45 3:15 4:45
6 * Hughes Feed Store ○						
7 * Higuera St(Tularosa) ○						
8 * Giant Station(Tularosa) ○						
9 * Subway(Tularosa) ○						
0 * 1st Natl Bank(Tularosa) ○						
1 * Lowes Groc(Tularosa) ●	6:25	7:55	9:25	10:55	12:25	1:55 3:25 4:55
2 * Old Road/"B" St ○						
3 * Old Road/Mesquite ○						
4 * Yucca Dr/Mescalero	6:45	8:15	9:45	11:15	12:45	2:15 3:45 5:15
5 * Maple/Mescalero ○						
6 * Gallerita/Mescalero ○						
7 * Lower Gallerita/Mesc ○						
8 * Tribal Store ○						
9 * Senior Center ○						
0 * Hospital ○	7:00	8:30	10:00	11:30	1:00	2:30 4:00 5:30
1 * White Mt Housing ○						
2 * Penn Scott/White Mt	7:15	8:45	10:15	11:45	1:15	2:45 4:15 5:45
3 * Carlizzo Tr/White Mt ○						
4 * Palmer Lp/White Mt ○						
6 * Travel Center(○	7:20					5:50

Both Routes have the same stops. The route map for both routes can be found on the Blue route page immediately following this page.
Ambas Rutas tienen las mismas paradas. El mapa de ruta para ambas rutas se pueden encontrar en la pagina de ruta azul inmediatamente despues de esta pagina.

Stops 27 - 49
Mescalero to Alamogordo
R= Red(40) BL = Blue(60)

STOP	60 BL					
27 * Inn of Mt Gods ○	7:30	9:00	10:30	12:00	1:30	3:00 4:30 6:00
28 * Palmer Lp/White Mt ○						
29 * Carlizzo Tr/White Mt ○						
30 * Penn Scott/White Mt ○						
31 * White Mt Housing ○	7:45	9:15	10:45	12:15	1:45	3:15 4:45 6:15
32 * Hospital ○						
33 * Senior Living Center ○						
34 * Tribal Store ○	8:00	9:30	11:00	12:30	2:00	3:30 5:00 6:30
35 * Lower Gallerita/Mesc ○						
36 * Gallerita/ Mescalero ○						
37 * Maple/Mescalero ○						
38 * Yucca Dr/Mescalero ○						
39 * Old Road/"B" St ○	8:10	9:40	11:10	12:40	2:10	3:40 5:10 6:40
40 * Old Road/Mesquite ○						
41 * Family Dollar(Tularosa) ○						
42 * Med Center(Tularosa) ○						
43 * Cedro St(Tularosa) ○						
44 * Tulle Freeze(Tularosa) ○	8:30	10:00	11:30	1:00	2:30	4:00 5:30 7:00
45 * Hughes Feed Store ○						
46 * Alamosa/Hwy 70 N ○						
47 * Eileen Acres ○						
48 * La Luz Market ○	8:40	10:10	11:40	1:10	2:40	4:10 5:40
49 * White Sands Mall ●						



ZIATH-2 OP ID: PP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/17/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Charles Garland & Harris 3310 North White Sands Blvd. Alamogordo, NM 88310 John S. Suekino	575-437-6910 575-437-8187	CONTACT NAME: Patti Parks PHONE (A/C No. Ext): 575-437-6910 FAX (A/C No.): 575-437-8187 EMAIL ADDRESS: patti@cgh-insurance.com
INSURED Zia Therapy Center Inc. 900 First Street Alamogordo, NM 88310		INSURERS AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: New Mexico Mutual Casualty INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AJDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		NCPKG0155300	01/26/12	01/26/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		NCAUT0155301	01/26/12	01/26/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000		NCUMB0155300	01/26/12	01/26/13	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	64841103	02/01/12	02/01/13	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	D&O Liability		NFP008629801	01/26/12	01/26/13	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Holder is Additional Insured to the buisness auto but only with respects to operations of the Named Insured

CERTIFICATE HOLDER

CANCELLATION

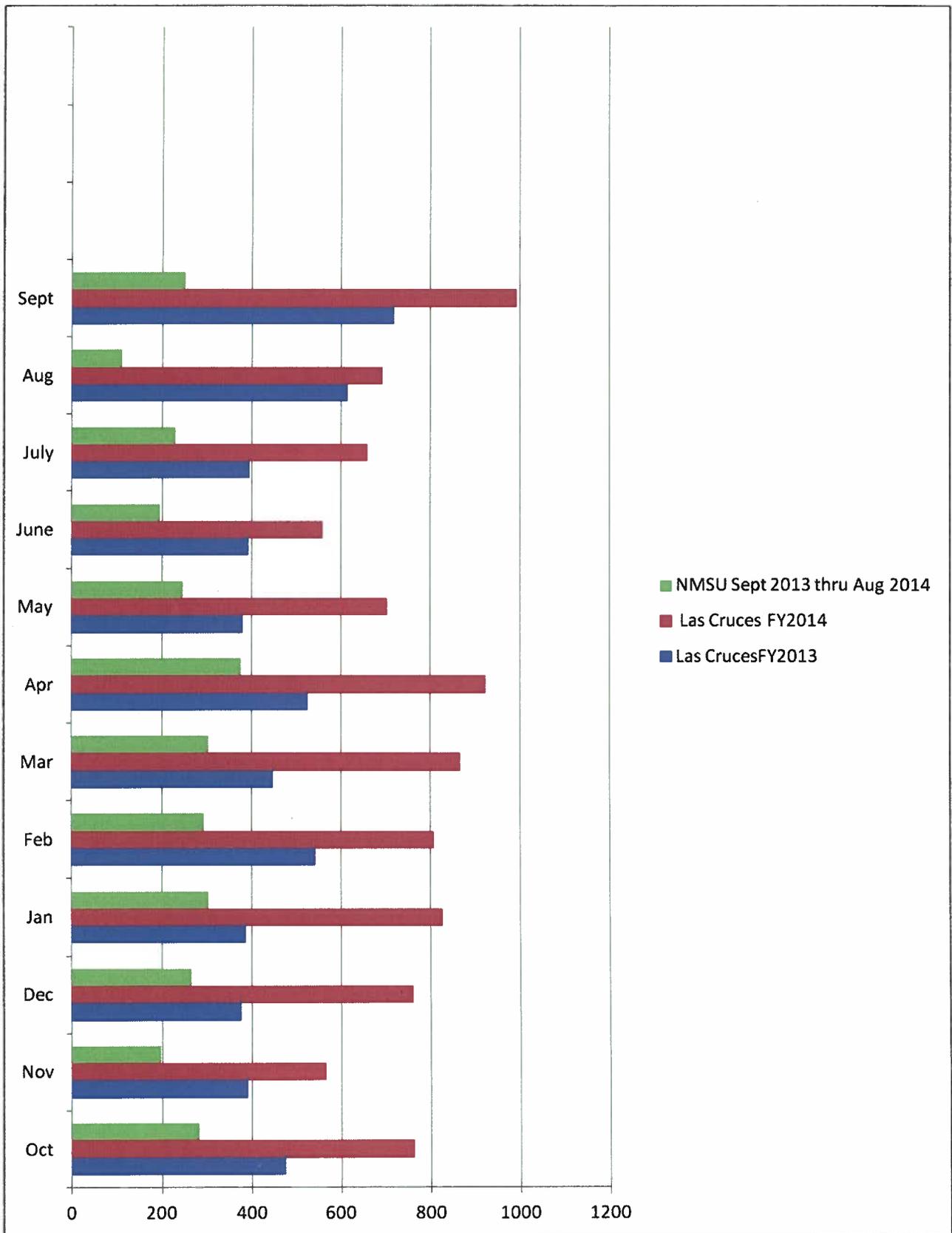
City of Alamogordo 1376 E Ninth Street Alamogordo, NM 88310	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John Suekino</i>

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Ridership Figures for Las Cruces

	Total Ridership	* NMSU
Oct 2012	475	
Nov 2012	390	
Dec 2012	374	
Jan 2012	385	
Feb 2012	541	
March 2012	447	
April 2012	526	
May 2012	380	
June 2012	392	
July 2012	394	
Aug 2012	614	
Sept 2013	718	251
Oct 2013	763	281
Nov 2013	566	198
Dec 2013	759	265
Jan 2014	825	304
Feb 2014	806	293
March 2014	865	302
April 2014	923	375
May 2014	702	245
June 2014	558	195
July 2014	658	230
Aug 2014	692	108
Sept 2014	on course for 993	

* The figures above represent only the students dropped off at NMSU. It does not take into account the number returning back to Alamogordo. It also includes students picked up at East Mesa stops in Dona Ana county since March



Ztrans
5311 Transportation
September 2014

5311 Pilot Project Ridership

Fy2013		FY2014	
Oct 12	475	Oct 13	763
Nov 12	390	Nov 13	566
Dec 12	374	Dec 13	759
Jan 13	385	Jan 14	825
Feb 13	541	Feb 14	806
Mar 13	447	Mar 14	865
Apr 13	526	Apr 14	923
May 13	380	May 14	702
June 13	392	June 14	558
July 13	394	July 14	658
Aug 13	614	Aug 14	692
Sept 13	718	Sept 14	>900 Month not yet reported

What effect did \$1.00 Fare Increase have on Ridership?

Ridership has continued to increase due to rider familiarity with route, word of mouth, and marketing.

However, would it have increased more if not enacted? There is no way to determine.

What needs to be done to incorporate into Regular Fixed Route system?

We completed the Federal Transit Administration 5311 Grant Application process for FY2015 in Nov of 2013. Funding was awarded in March of this year.

Beginning in October there is only one 5311 program. All routes are under the same funding stream. The pilot project is complete and is successful.

Who are the individuals using the pilot program?

We are seeing all walks of life ride this route.

The biggest category is college students at approximately 35%.

Next is Medical

General ridership

Shopping

This year we added stops on Hwy 70 in Dona Ana County and stopped using the Pan American center in order to add stops along University.

We also added the new Multimodal Center which has increased our ridership to and from Alamogordo

The early route (6 am) now regularly has 15 to 20 riders (11 to 16 for college)

Who is contributing to pay the pilot program and how does it compare to the other fixed route public transportation services?

Funding Sources:

	Pilot	Regular
City of Alamogordo	X	X
Otero County	X	X
Mescalero Tribe		X
City of Las Cruces	X	
NMSU	X	
United Way	X	
Zia Endowment	X	X
FTA	X	X
NMDOT		

Z-trans Public Transportation Statement of Revenues and Expenses for the period of 10-1-13 – 8-31-2014

Alamogordo Local/Federal match
Entire 5311 Alamo to Las Cruces
Entire 5311 Public/JARC

Please note, the Federal Fiscal Year crosses two of
Zia's fiscal years

Description Alamogordo Only: 5311 Alamo to Las Cruces 10-1-13 - 6-30-14	70 - City of Alamogordo	75 - NMDOT	Total
4200 - Public Transportation-Fed Share	\$ -	\$ 34,111.49	\$ 34,111.49
4290 - LC Pilot Transportation	\$ 7,499.97	\$ -	\$ 7,499.97
Total Revenue	\$ 7,499.97	\$ 34,111.49	\$ 41,611.46
1350 - Transportation Dispatcher	\$ 279.18	\$ 1,529.28	\$ 1,808.46
1375 - Bus Drivers	\$ 2,170.71	\$ 10,345.35	\$ 12,516.06
1420 - Chief Financial Officer	\$ 83.35	\$ 457.56	\$ 540.91
1430 - Business Office staff	\$ 355.00	\$ 2,212.01	\$ 2,567.01
2100 - Workmen's Compensation	\$ 162.64	\$ 817.94	\$ 980.58
2200 - FICA	\$ 174.01	\$ 858.28	\$ 1,032.29
2220 - Medicare	\$ 40.81	\$ 200.88	\$ 241.69
2300 - Major Medical/Vision Plan	\$ 4.87	\$ 26.68	\$ 31.55
2350 - Employee/Board Liability Ins.	\$ 48.91	\$ 290.05	\$ 338.96
2400 - NM State Unemployment Tax	\$ 26.61	\$ 129.30	\$ 155.91
2450 - NM W.C. Personal Assessment	\$ 1.42	\$ 6.99	\$ 8.41
5600 - Telephone	\$ 27.57	\$ 166.30	\$ 193.87
6040 - Professional Tuition/Conference Fees/Training	\$ 2.49	\$ 12.90	\$ 15.39
6070 - Audit Fees	\$ 13.06	\$ 71.52	\$ 84.58
6100 - Vehicle Tires	\$ 50.99	\$ 249.45	\$ 300.44
6200 - Vehicle Gas & Oil	\$ 3,004.89	\$ 16,693.52	\$ 19,698.41
6250 - Shop Supplies	\$ 3.02	\$ 16.55	\$ 19.57
6300 - Vehicle Repairs	\$ 630.75	\$ 3,504.22	\$ 4,134.97
6400 - Vehicle Insurance	\$ 317.79	\$ 1,307.13	\$ 1,624.92
6450 - Vehicle Registration/ License Fees	\$ 6.69	\$ 12.51	\$ 19.20
Total Expenditure	\$ 7,404.76	\$ 38,908.42	\$ 46,313.18
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -
Excess (deficiency) of revenues and other financing sources over expenditures and other financing uses	\$ 95.21	\$ (4,796.93)	\$ (4,701.72)
Fund Balance, Beginning of year	\$ 10,473.95	\$ 44,380.80	\$ 54,854.75
Fund Balance, End of year	\$ 10,569.16	\$ 39,583.87	\$ 50,153.03

This reflects Alamogordo's contribution to the 5311 Alamo to Las Cruces route, formally known as "the Pilot". In addition, fund-75 are the federal dollars generated from the local matches.

This income statement comes directly from our accounting software.

This is for the period 10-1-13 through 6-30-14. Nine months of operation. The next slide shows the next two months.

Transportation is a cost reimbursement, which means only actual costs are reimbursed, no more. There is no profit for Zia.

Only operational costs are charged to the Alamo to Las Cruces service.

Most importantly, the majority of funds are expended in Alamogordo.

Description Alamogordo Only: 5311 Alamo to Las Cruces 7/1/14 - 8/31/14	70 - City of Alamogordo	75 - NMDOT	Total
4200 - Public Transportation-Fed Share	\$ -	\$ 7,427.72	\$ 7,427.72
4290 - LC Pilot Transportation	\$ 1,666.66	\$ -	\$ 1,666.66
Total Revenue	\$ 1,666.66	\$ 7,427.72	\$ 9,094.38
1350 - Transportation Dispatcher	\$ 56.32	\$ 310.49	\$ 366.81
1370 - Vehicle Servicer	\$ 13.08	\$ 217.30	\$ 230.38
1375 - Bus Drivers	\$ 398.31	\$ 2,182.85	\$ 2,581.16
1420 - Chief Financial Officer	\$ 18.56	\$ 101.68	\$ 120.24
1430 - Business Office staff	\$ 77.88	\$ 429.72	\$ 507.60
2100 - Workmen's Compensation	\$ 30.61	\$ 174.62	\$ 205.23
2200 - FICA	\$ 33.11	\$ 190.49	\$ 223.60
2220 - Medicare	\$ 7.68	\$ 44.57	\$ 52.25
2350 - Employee/Board Liability Ins.	\$ 2.32	\$ 13.58	\$ 15.90
2400 - NM State Unemployment Tax	\$ 4.54	\$ 25.92	\$ 30.46
2450 - NM W.C. Personal Assessment	\$ 0.52	\$ 2.85	\$ 3.37
5200 - ZTC Maintenance/Building Repairs	\$ 9.10	\$ 48.88	\$ 57.98
5600 - Telephone	\$ 4.58	\$ 24.22	\$ 28.80
6040 - Professional Tuition/Conference Fees/Training	\$ 9.00	\$ 49.41	\$ 58.41
6200 - Vehicle Gas & Oil	\$ 719.92	\$ 3,999.53	\$ 4,719.45
6300 - Vehicle Repairs	\$ 302.36	\$ 422.34	\$ 724.70
6400 - Vehicle Insurance	\$ 40.02	\$ 159.38	\$ 199.40
Total Expenditure	\$ 1,727.91	\$ 8,397.83	\$ 10,125.74
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -
Excess (deficiency) of revenues and other financing sources over expenditures and other financing uses	\$ (61.25)	\$ (970.11)	\$ (1,031.36)
Fund Balance, Beginning of year	\$ (10,487.82)	\$ (15,800.03)	\$ (26,287.85)
Fund Balance, End of year	\$ (10,549.07)	\$ (16,770.14)	\$ (27,319.21)

The amounts listed here are still in the Federal Fiscal Year but reflected in our new fiscal year.

The period reflected is 7-1-14 through 8-31-14.

It is also important to note that the City is sharing the 50% local match with Otero County, City of Las Cruces, NMSU, United Way and Zia Endowment.

In looking at the entire year for the Alamo to Las Cruces route; 10-1-13 through 8-31-14: The City of Las Cruces and NMSU pre paid there share, \$10,000 each. This is why the total Excess/(deficiency) of revenues shows a profit of \$4,365.54 as of 8-31-14.
 $\$6,881.41 + (\$2,515.87) = 4,365.54.$

By the end of September it will zero out.

The last two slides below show all Public and JARC 5311 transportation.

Description 5311 Alamo to Las Cruces 10/1/13 - 6/30/14	10 - GENERAL	70 - City of Alamogordo	75 - NMDOT	80 - Otero County	82 - NMSU	90 - City of Las Cruces	Total
4000 - United Way	\$ 4,845.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,845.89
4040 - Zia Endowment-Donation	\$ 1,620.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,620.69
4200 - Public Transportation-Fed Share	\$ -	\$ -	\$ 34,111.49	\$ -	\$ -	\$ -	\$ 34,111.49
4210 - Fares Public Trans.	\$ 13,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,800.00
4290 - LC Pilot Transportation	\$ (498.26)	\$ 7,499.97	\$ -	\$ 7,499.99	\$ 10,000.00	\$ 10,000.00	\$ 34,501.70
Total Revenue	\$ 19,768.32	\$ 7,499.97	\$ 34,111.49	\$ 7,499.99	\$ 10,000.00	\$ 10,000.00	\$ 88,879.77
1350 - Transportation Dispatcher	\$ 412.92	\$ 279.18	\$ 1,529.28	\$ 279.01	\$ 279.17	\$ 279.01	\$ 3,058.57
1375 - Bus Drivers	\$ 3,775.68	\$ 2,170.71	\$ 10,345.35	\$ 2,695.54	\$ 2,695.46	\$ 2,695.46	\$ 24,378.20
1420 - Chief Financial Officer	\$ 123.65	\$ 83.35	\$ 457.56	\$ 83.51	\$ 83.52	\$ 83.52	\$ 915.11
1430 - Business Office staff	\$ 579.87	\$ 355.00	\$ 2,212.01	\$ 355.10	\$ 301.07	\$ 462.55	\$ 4,265.60
2100 - Workmen's Compensation	\$ 316.51	\$ 162.64	\$ 817.94	\$ 218.60	\$ 218.25	\$ 219.30	\$ 1,953.24
2200 - FICA	\$ 289.22	\$ 174.01	\$ 858.28	\$ 203.51	\$ 200.06	\$ 210.18	\$ 1,935.26
2220 - Medicare	\$ 67.47	\$ 40.81	\$ 200.88	\$ 47.39	\$ 46.89	\$ 49.07	\$ 452.51
2300 - Major Medical/Vision Plan	\$ 7.09	\$ 4.87	\$ 26.68	\$ 4.69	\$ 4.65	\$ 4.98	\$ 52.96
2350 - Employee/Board Liability Ins.	\$ 77.37	\$ 48.91	\$ 290.05	\$ 48.91	\$ 48.06	\$ 48.51	\$ 561.81
2400 - NM State Unemployment Tax	\$ 43.91	\$ 26.61	\$ 129.30	\$ 31.04	\$ 30.43	\$ 31.70	\$ 292.99
2450 - NM W.C. Personal Assessment	\$ 2.27	\$ 1.42	\$ 6.99	\$ 1.70	\$ 1.67	\$ 1.74	\$ 15.79
5600 - Telephone	\$ 38.54	\$ 27.57	\$ 166.30	\$ 27.75	\$ 94.37	\$ 27.54	\$ 382.07
6040 - Professional Tuition/Conference Fees/Training	\$ 3.58	\$ 2.49	\$ 12.90	\$ 2.19	\$ 2.48	\$ 2.49	\$ 26.13
6070 - Audit Fees	\$ 19.31	\$ 13.06	\$ 71.52	\$ 13.06	\$ 13.06	\$ 13.06	\$ 143.07
6100 - Vehicle Tires	\$ 58.72	\$ 50.99	\$ 249.45	\$ 37.75	\$ 50.99	\$ 50.99	\$ 498.89
6200 - Vehicle Gas & Oil	\$ 4,674.18	\$ 3,004.89	\$ 16,693.52	\$ 3,004.88	\$ 3,004.75	\$ 3,004.71	\$ 33,386.93
6250 - Shop Supplies	\$ 4.47	\$ 3.02	\$ 16.55	\$ 3.02	\$ 6.06	\$ -	\$ 33.12
6300 - Vehicle Repairs	\$ 981.17	\$ 630.75	\$ 3,504.22	\$ 630.76	\$ 630.75	\$ 630.70	\$ 7,008.35
6400 - Vehicle Insurance	\$ 41.05	\$ 317.79	\$ 1,307.13	\$ 317.79	\$ 312.66	\$ 312.71	\$ 2,609.13
6450 - Vehicle Registration/ License Fees	\$ 0.25	\$ 6.69	\$ 12.51	\$ 3.06	\$ 3.06	\$ 3.06	\$ 28.63
Total Expenditure	\$ 11,517.23	\$ 7,404.76	\$ 38,908.42	\$ 8,009.26	\$ 8,027.41	\$ 8,131.28	\$ 81,998.36
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess (deficiency) of revenues and other financing sources over expenditures and other financing uses	\$ 8,251.09	\$ 95.21	\$ (4,796.93)	\$ (509.27)	\$ 1,972.59	\$ 1,868.72	\$ 6,881.41
Fund Balance, Beginning of year	\$ 1,293,495.25	\$ 10,473.95	\$ 44,380.80	\$ -	\$ -	\$ -	\$ 1,348,350.00
Fund Balance, End of year	\$ 1,301,746.34	\$ 10,569.16	\$ 39,583.87	\$ (509.27)	\$ 1,972.59	\$ 1,868.72	\$ 1,355,231.41

Description 5311 Alamo to Las Cruces 7/1-14-8/31/14	10 - GENERAL	70 - City of Alamogordo	75 - NMDOT	80 - Otero County	82 - NMSU	90 - City of Las Cruces	Total
4000 - United Way	\$ 693.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 693.22
4040 - Zia Endowment-Donation	\$ 176.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176.97
4200 - Public Transportation-Fed Share	\$ -	\$ -	\$ 7,427.72	\$ -	\$ -	\$ -	\$ 7,427.72
4210 - Fares Public Trans.	\$ 3,395.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,395.00
4290 - LC Pilot Transportation	\$ -	\$ 1,666.66	\$ -	\$ 2,375.00	\$ -	\$ -	\$ 4,041.66
Total Revenue	\$ 4,265.19	\$ 1,666.66	\$ 7,427.72	\$ 2,375.00	\$ -	\$ -	\$ 15,734.57
1350 - Transportation Dispatcher	\$ 245.56	\$ 56.32	\$ 310.49	\$ 80.58	\$ 56.26	\$ 56.34	\$ 805.55
1370 - Vehicle Servicer	\$ 52.33	\$ 13.08	\$ 217.30	\$ 18.68	\$ 66.60	\$ 66.61	\$ 434.60
1375 - Bus Drivers	\$ 420.22	\$ 398.31	\$ 2,182.85	\$ 567.64	\$ 398.33	\$ 398.35	\$ 4,365.70
1420 - Chief Financial Officer	\$ 19.56	\$ 18.56	\$ 101.68	\$ 26.44	\$ 18.56	\$ 18.56	\$ 203.36
1430 - Business Office staff	\$ 81.52	\$ 77.88	\$ 429.72	\$ 111.96	\$ 77.88	\$ 77.88	\$ 856.84
2100 - Workmen's Compensation	\$ 34.98	\$ 30.61	\$ 174.62	\$ 43.62	\$ 33.13	\$ 33.19	\$ 350.15
2200 - FICA	\$ 48.12	\$ 33.11	\$ 190.49	\$ 47.17	\$ 36.38	\$ 36.42	\$ 391.69
2220 - Medicare	\$ 11.28	\$ 7.68	\$ 44.57	\$ 11.09	\$ 8.48	\$ 8.56	\$ 91.66
2350 - Employee/Board Liability Ins.	\$ 2.72	\$ 2.32	\$ 13.58	\$ 3.50	\$ 2.32	\$ 2.32	\$ 26.76
2400 - NM State Unemployment Tax	\$ 6.56	\$ 4.54	\$ 25.92	\$ 6.38	\$ 4.94	\$ 4.96	\$ 53.30
2450 - NM W.C. Personal Assessment	\$ 0.78	\$ 0.52	\$ 2.85	\$ 0.72	\$ 0.54	\$ 0.53	\$ 5.94
5200 - ZTC Maintenance/Building Repairs	\$ 9.49	\$ 9.10	\$ 48.88	\$ 12.90	\$ 9.09	\$ 8.40	\$ 97.86
5600 - Telephone	\$ 4.82	\$ 4.58	\$ 24.22	\$ 6.43	\$ 4.58	\$ 4.30	\$ 48.93
6040 - Professional Tuition/Conference Fees/Training	\$ 11.52	\$ 9.00	\$ 49.41	\$ 10.98	\$ 9.00	\$ 8.97	\$ 98.88
6200 - Vehicle Gas & Oil	\$ 802.07	\$ 719.92	\$ 3,999.53	\$ 1,037.70	\$ 719.92	\$ 719.93	\$ 7,999.07
6300 - Vehicle Repairs	\$ 363.94	\$ 302.36	\$ 422.34	\$ 408.74	\$ 302.36	\$ 302.35	\$ 2,102.09
6400 - Vehicle Insurance	\$ -	\$ 40.02	\$ 159.38	\$ 40.02	\$ 39.32	\$ 39.32	\$ 318.06
Total Expenditure	\$ 2,115.47	\$ 1,727.91	\$ 8,397.83	\$ 2,434.55	\$ 1,787.69	\$ 1,786.99	\$ 18,250.44
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess (deficiency) of revenues and other financing sources over expenditures and other financing uses	\$ 2,149.72	\$ (61.25)	\$ (970.11)	\$ (59.55)	\$ (1,787.69)	\$ (1,786.99)	\$ (2,515.87)
Fund Balance, Beginning of year	\$ 1,296,115.62	\$ (10,487.82)	\$ (15,800.03)	\$ (1,134.59)	\$ (417.52)	\$ (680.87)	\$ 1,267,594.79
Fund Balance, End of year	\$1,298,265.34	\$ (10,549.07)	\$ (16,770.14)	\$ (1,194.14)	\$ (2,205.21)	\$ (2,467.86)	\$1,265,078.92

Description 5311 Public/JARC 10/1/2013 - 06/30/14	10 - GENERAL	35 - MEDICAID	70 - City of Alamogordo	75 - NMDOT	80 - Otero County	85 - Mescalero Apache Tribe	Total
4040 - Zia Endowment - Donation	\$ 5,265.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,265.94
4190 - Public Transportation - Local Share	\$ -	\$ -	\$ 69,851.76	\$ -	\$ 8,582.71	\$ 134,360.17	\$ 212,794.64
4200 - Public Transportation - Fed Share	\$ -	\$ -	\$ -	\$ 300,762.27	\$ -	\$ -	\$ 300,762.27
4210 - Fares Public Trans.	\$ 57,490.50	\$ 330.00	\$ -	\$ -	\$ -	\$ -	\$ 57,820.50
4220 - J.A.R.C. Transportation	\$ -	\$ -	\$ -	\$ 10,550.44	\$ 6,224.22	\$ -	\$ 16,774.66
4380 - NMDOT - Capital 5311/5310 (80%)	\$ -	\$ -	\$ -	\$ 1,117.12	\$ -	\$ -	\$ 1,117.12
Total Revenue	\$ 62,756.44	\$ 330.00	\$ 69,851.76	\$ 312,429.83	\$ 14,806.93	\$ 134,360.17	\$ 594,535.13
1100 - Chief Executive Officer	\$ 244.72	\$ -	\$ 1,186.92	\$ 13,887.96	\$ 1,442.69	\$ 1,863.20	\$ 18,625.49
1300 - Transportation Director	\$ -	\$ -	\$ 1,866.06	\$ 22,911.66	\$ -	\$ 3,861.72	\$ 28,639.44
1325 - Trans. Operations Supervisor	\$ -	\$ -	\$ -	\$ 9,119.01	\$ -	\$ 9,118.85	\$ 18,237.86
1350 - Transportation Dispatcher	\$ -	\$ -	\$ 3,942.41	\$ 16,136.19	\$ -	\$ 12,193.89	\$ 32,272.49
1375 - Bus Drivers	\$ 1,418.64	\$ -	\$ 39,775.05	\$ 80,074.38	\$ 3,349.00	\$ 36,374.21	\$ 160,991.28
1420 - Chief Financial Officer	\$ 152.83	\$ -	\$ 1,099.62	\$ 13,290.99	\$ 901.62	\$ 1,959.48	\$ 17,404.54
1955 - Maintenance/ Janitorial	\$ -	\$ -	\$ 598.20	\$ 1,410.24	\$ -	\$ 812.09	\$ 2,820.53
2100 - Workmen's Compensation	\$ 58.80	\$ -	\$ 2,726.13	\$ 5,780.48	\$ 165.52	\$ 2,652.27	\$ 11,383.20
2200 - FICA	\$ 111.62	\$ -	\$ 2,950.26	\$ 9,452.93	\$ 347.95	\$ 3,915.54	\$ 16,778.30
2220 - Medicare	\$ 26.20	\$ -	\$ 690.11	\$ 2,210.74	\$ 81.45	\$ 915.70	\$ 3,924.20
2300 - Major Medical/ Vision Plan	\$ 3.01	\$ -	\$ 48.32	\$ 306.89	\$ 12.54	\$ 95.56	\$ 466.32
2350 - Employee/ Board Liability Ins.	\$ 358.80	\$ -	\$ 426.45	\$ 5,388.31	\$ 299.13	\$ 519.57	\$ 6,992.26
2400 - NM State Unemployment Tax	\$ 16.19	\$ -	\$ 428.56	\$ 1,399.15	\$ 50.80	\$ 591.66	\$ 2,486.36
2450 - NM W.C. Personal Assessment	\$ 1.13	\$ -	\$ 27.28	\$ 72.47	\$ 2.35	\$ 35.64	\$ 138.69
5150 - Rent Expense	\$ 694.44	\$ -	\$ -	\$ 2,778.00	\$ -	\$ -	\$ 3,472.44
5200 - ZTC Maintenance/ Building Repairs	\$ -	\$ -	\$ 100.63	\$ 688.73	\$ -	\$ 576.04	\$ 1,365.40
5320 - Electricity Utility	\$ 20.51	\$ -	\$ 1,175.42	\$ 2,580.84	\$ 220.51	\$ 1,175.48	\$ 5,172.76
5340 - Water Utility	\$ 1.69	\$ -	\$ 224.09	\$ 474.29	\$ 24.71	\$ 224.00	\$ 948.78
5360 - Gas Co. Utility	\$ 2.57	\$ -	\$ 160.92	\$ 342.84	\$ 18.50	\$ 160.90	\$ 685.73
5380 - Waste/ Trash Pickup Utility	\$ 11.07	\$ -	\$ 335.50	\$ 724.04	\$ 43.09	\$ 334.94	\$ 1,448.64
5600 - Telephone	\$ 12.85	\$ -	\$ 198.08	\$ 2,475.03	\$ 78.41	\$ 399.69	\$ 3,164.06
6010 - Meals & Lodging	\$ -	\$ -	\$ 221.11	\$ 717.58	\$ -	\$ 502.47	\$ 1,441.16
6040 - Professional Tuition/ Conference Fees/ Training	\$ -	\$ -	\$ 280.69	\$ 872.67	\$ 5.04	\$ 520.46	\$ 1,678.86
6050 - Dues/ License/ Fees/ Manuals	\$ 0.48	\$ -	\$ 93.87	\$ 420.41	\$ -	\$ 145.11	\$ 659.87
6070 - Audit Fees	\$ 178.00	\$ -	\$ 150.00	\$ 1,940.00	\$ 42.00	\$ 190.00	\$ 2,500.00
6090 - Staff Travel/ Mileage Reimb.	\$ 0.09	\$ -	\$ 355.09	\$ 1,219.59	\$ 7.17	\$ 429.80	\$ 2,011.74
6100 - Vehicle Tires	\$ -	\$ -	\$ 1,253.45	\$ 2,996.28	\$ -	\$ 1,742.88	\$ 5,992.61
6150 - Vehicle Painting	\$ -	\$ -	\$ 300.00	\$ 362.50	\$ -	\$ 62.50	\$ 725.00
6200 - Vehicle Gas & Oil	\$ 1,028.89	\$ -	\$ 15,377.48	\$ 69,835.32	\$ 7,495.02	\$ 12,941.66	\$ 106,678.37
6250 - Shop Supplies	\$ 0.85	\$ -	\$ 549.85	\$ 2,002.05	\$ 19.97	\$ 1,326.90	\$ 3,899.62
6300 - Vehicle Repairs	\$ 243.70	\$ -	\$ 5,003.67	\$ 34,361.84	\$ 526.45	\$ 24,890.86	\$ 65,026.52
6225 - Replacement Parts	\$ -	\$ -	\$ -	\$ 406.22	\$ -	\$ 282.90	\$ 689.12
6350 - Vehicle Radio Repeater Costs	\$ -	\$ -	\$ 609.74	\$ 1,219.21	\$ -	\$ 609.83	\$ 2,438.78
6400 - Vehicle Insurance	\$ -	\$ -	\$ 3,374.46	\$ 40,192.51	\$ 2,254.27	\$ 4,597.50	\$ 50,418.74
6450 - Vehicle Registration/ License Fees	\$ 3.63	\$ -	\$ 174.75	\$ 331.13	\$ 19.74	\$ 133.00	\$ 662.25
6615 - Small Equipment/ Computer repair	\$ -	\$ -	\$ -	\$ 68.23	\$ -	\$ 27.76	\$ 95.99
6620 - Office Supplies	\$ 102.57	\$ -	\$ 515.72	\$ 3,439.14	\$ -	\$ 607.03	\$ 4,664.46
6625 - Uniforms	\$ -	\$ -	\$ 229.74	\$ 605.02	\$ -	\$ 602.38	\$ 1,437.14
6630 - Postage & Shipping	\$ -	\$ -	\$ 50.99	\$ 433.38	\$ -	\$ 57.37	\$ 541.74
6635 - Print & Photocopying	\$ -	\$ -	\$ 238.54	\$ 1,732.46	\$ -	\$ 448.07	\$ 2,419.07
6655 - Drug & Alcohol Testing	\$ -	\$ -	\$ 8.05	\$ 85.37	\$ -	\$ 12.50	\$ 105.92
6665 - Promotional & Advertising	\$ 28.87	\$ -	\$ 136.52	\$ 1,578.17	\$ -	\$ 237.61	\$ 1,981.17
7240 - Equipment Purchases	\$ -	\$ -	\$ -	\$ 1,117.12	\$ -	\$ -	\$ 1,117.12
Total Expenditure	\$ 4,722.15	\$ -	\$ 86,883.73	\$ 357,441.37	\$ 17,407.93	\$ 128,148.84	\$ 594,604.02
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess (deficiency) of revenues and other financing sources over expenditures and other financing	\$ 58,034.29	\$ 330.00	\$ (17,031.97)	\$ (45,011.54)	\$ (2,601.00)	\$ 6,211.33	\$ (68.89)
Fund Balance, Beginning of year	\$ 1,293,495.25	\$ 121,802.46	\$ 10,473.95	\$ 44,380.80	\$ -	\$ 39,555.08	\$ 1,509,707.54
Fund Balance, End of year	\$ 1,351,529.54	\$ 122,132.46	\$ (6,558.02)	\$ (630.74)	\$ (2,601.00)	\$ 45,766.41	\$ 1,509,638.65

Description 5311 Public/JARC 7/1/14 - 8/31/14	10 - GENERAL	35 - MEDICAID	70 - City of Alamogordo	75 - NMDOT	80 - Otero County	85 - Mescalero Apache Tribe	Total
4040 - Zia Endowment-Donation	\$ 1,170.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,170.60
4190 - Public Transportation - Local Share	\$ -	\$ -	\$ 19,230.75	\$ -	\$ 3,249.99	\$ 29,340.57	\$ 51,821.31
4200 - Public Transportation-Fed Share	\$ -	\$ -	\$ -	\$ 72,568.18	\$ -	\$ -	\$ 72,568.18
4210 - Fares Public Trans.	\$ 13,741.50	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ 13,861.50
4220 - J.A.R.C. Transportation	\$ -	\$ -	\$ -	\$ 2,104.32	\$ -	\$ -	\$ 2,104.32
Total Revenue	\$ 14,912.10	\$ 120.00	\$ 19,230.75	\$ 74,672.50	\$ 3,249.99	\$ 29,340.57	\$ 141,525.91
1100 - Chief Executive Officer	\$ -	\$ -	\$ 266.72	\$ 3,348.36	\$ -	\$ 570.36	\$ 4,185.44
1300 - Transportation Director	\$ -	\$ -	\$ 414.84	\$ 5,266.64	\$ -	\$ 901.84	\$ 6,583.32
1325 - Trans. Operations Supervisor	\$ 50.66	\$ -	\$ -	\$ 2,127.76	\$ -	\$ 2,077.10	\$ 4,255.52
1350 - Transportation Dispatcher	\$ 62.70	\$ -	\$ 861.87	\$ 3,531.85	\$ -	\$ 2,558.93	\$ 7,015.35
1370 - Vehicle Servicer	\$ -	\$ -	\$ -	\$ 106.58	\$ -	\$ 53.52	\$ 160.10
1375 - Bus Drivers	\$ 810.04	\$ -	\$ 8,685.38	\$ 16,932.98	\$ 260.35	\$ 7,177.07	\$ 33,865.82
1420 - Chief Financial Officer	\$ -	\$ -	\$ 244.36	\$ 3,094.12	\$ -	\$ 529.16	\$ 3,867.64
1955 - Maintenance/Janitorial	\$ -	\$ -	\$ 130.96	\$ 400.16	\$ -	\$ 269.19	\$ 800.31
2100 - Workmen's Compensation	\$ 35.13	\$ -	\$ 398.17	\$ 2,030.04	\$ 11.41	\$ 1,528.03	\$ 4,002.78
2200 - FICA	\$ 62.99	\$ -	\$ 646.61	\$ 2,092.48	\$ 15.95	\$ 820.88	\$ 3,638.91
2220 - Medicare	\$ 14.74	\$ -	\$ 151.22	\$ 489.29	\$ 3.74	\$ 191.94	\$ 850.93
2350 - Employee/Board Liability Ins.	\$ 72.14	\$ -	\$ 51.20	\$ 1,307.80	\$ -	\$ 490.62	\$ 1,921.76
2400 - NM State Unemployment Tax	\$ 8.36	\$ -	\$ 84.74	\$ 278.30	\$ 2.07	\$ 111.92	\$ 485.39
2450 - NM W.C. Personal Assessment	\$ 121	\$ -	\$ 10.52	\$ 27.70	\$ 0.19	\$ 13.22	\$ 52.84
5150 - Rent Expense	\$ 158.40	\$ -	\$ -	\$ 635.80	\$ -	\$ -	\$ 794.20
5200 - ZTC Maintenance/Building Repairs	\$ -	\$ -	\$ 47.48	\$ 392.38	\$ -	\$ 344.87	\$ 784.73
5320 - Electricity Utility	\$ -	\$ -	\$ 465.82	\$ 1,021.56	\$ 89.99	\$ 465.96	\$ 2,043.33
5340 - Water Utility	\$ -	\$ -	\$ 60.11	\$ 131.84	\$ 11.67	\$ 60.01	\$ 263.63
5360 - Gas Co. Utility	\$ -	\$ -	\$ 12.73	\$ 27.93	\$ 2.48	\$ 12.75	\$ 55.89
5380 - Waste/Trash Pickup Utility	\$ -	\$ -	\$ 80.21	\$ 175.95	\$ 15.53	\$ 80.13	\$ 351.82
5600 - Telephone	\$ 23.94	\$ -	\$ 31.69	\$ 400.03	\$ -	\$ 57.07	\$ 512.73
6010 - Meals & Lodging	\$ -	\$ -	\$ -	\$ 125.22	\$ 0.64	\$ 124.59	\$ 250.45
6040 - Professional Tuition/Conference Fees/Training	\$ -	\$ -	\$ 67.68	\$ 267.49	\$ 19.02	\$ 66.60	\$ 420.79
6090 - Staff Travel/Mileage Reimb.	\$ -	\$ -	\$ -	\$ 3.15	\$ 3.15	\$ -	\$ 6.30
6100 - Vehicle Tires	\$ -	\$ -	\$ 104.04	\$ 695.80	\$ -	\$ 591.72	\$ 1,391.56
6200 - Vehicle Gas & Oil	\$ 452.39	\$ -	\$ 4,848.21	\$ 15,207.14	\$ 1,952.39	\$ 8,858.88	\$ 31,319.01
6250 - Shop Supplies	\$ -	\$ -	\$ -	\$ 142.96	\$ -	\$ 142.83	\$ 285.79
6300 - Vehicle Repairs	\$ 43.85	\$ -	\$ 4,039.81	\$ 7,701.84	\$ 102.31	\$ 2,258.41	\$ 14,146.22
6225 - Replacement Parts	\$ -	\$ -	\$ 150.00	\$ 527.43	\$ -	\$ 377.28	\$ 1,054.71
6350 - Vehicle Radio Repeater Costs	\$ -	\$ -	\$ 129.16	\$ 258.32	\$ -	\$ 129.12	\$ 516.60
6400 - Vehicle Insurance	\$ -	\$ -	\$ 935.39	\$ 10,316.82	\$ 499.88	\$ 1,144.29	\$ 12,896.38
6615 - Small Equipment/Computer repair	\$ -	\$ -	\$ -	\$ 34.71	\$ -	\$ 18.26	\$ 52.97
6620 - Office Supplies	\$ 20.47	\$ -	\$ 28.11	\$ 523.39	\$ -	\$ 126.90	\$ 698.87
6630 - Postage & Shipping	\$ -	\$ -	\$ 21.32	\$ 181.94	\$ -	\$ 24.45	\$ 227.71
6635 - Print & Photocopying	\$ -	\$ -	\$ 36.08	\$ 422.02	\$ -	\$ 69.42	\$ 527.52
6665 - Promotional & Advertising	\$ -	\$ -	\$ 72.40	\$ 875.04	\$ -	\$ 146.35	\$ 1,093.79
6699 - Prior Year Expense	\$ 23.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23.82
Total Expenditure	\$ 1,840.84	\$ -	\$ 23,076.83	\$ 81,102.82	\$ 2,990.77	\$ 32,393.67	\$ 141,404.93
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess (deficiency) of revenues and other financing sources over expenditures and other financing uses	\$ 13,071.26	\$ 120.00	\$ (3,846.08)	\$ (6,430.32)	\$ 259.22	\$ (3,053.10)	\$ 120.98
Fund Balance, Beginning of year	\$ 1,296,115.62	\$ 104,549.82	\$ (10,487.82)	\$ (15,800.03)	\$ (1,134.59)	\$ 45,501.83	\$ 1,418,744.83
Fund Balance, End of year	\$ 1,309,186.88	\$ 104,669.82	\$ (14,333.90)	\$ (22,230.35)	\$ (875.37)	\$ 42,448.73	\$ 1,418,865.81

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: Sept. 23, 2014

Report Date: Sept. 11, 2014

Report No: 16

Submitted By: Reneé Cantin
City Clerk

Approved For Agenda: 

Subject: Discussion, and possible action, related to the culverts located North of 24th Street in the Dry Canyon Arroyo.

Recommendation: None.

Background: Jim Randall requested to address the Commission on this item related to the culverts at the Oasis Trailer Park.

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: September 23, 2014 **Report Date:** September 11, 2014 **Report No:** 17

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

Subject: Consider, and act upon, a request to release a utility lien filed in 2008 for the property located at 1408 Challenger Avenue.

Fiscal Impact: \$310.08
Amount Budgeted:
Fund:

Recommendation: Approve the release of the lien

Background: On December 12, 2008 a lien was placed on the property located at 1408 Challenger Avenue for unpaid water and sewer services in the amount of 206.29. The unpaid water and sewer services were \$56.29, plus \$150 Administrative Fee.

The owner of the property, Mr. Terry Harriman claims he never received notice of the past due amount and the city's intent to file a lien if the past due amount was not paid. Mr. Harriman has paid the past due amount of \$56.29 by check from the property manager, Alamogordo Realty, Inc. He is requesting the city waive the interest, filing fees and the administrative fee. The interest on the lien is \$126.08. The filing fees for the Otero County Clerk's office would be \$34.00 (\$9 to file the lien and \$25 to release the lien), and \$150.00 Administrative Fee.

A relatively recent court ruling held that the four year statute of limitations found in Section 37-1-4, NMSA 1978, applies to the ability of a municipality to foreclose its utility lien. Since four years have elapsed since the filing of the lien, it would be my recommendation that the commission approve the release of the lien.

Reviewed By:

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

UTILITY LIEN PAYOFF

Prepared By: DMURPHY
 Address: 1408 Challenger
 Lien#: 919
 Acct#: 77377-12366

Date: 8/19/2014
 Lien filed: 12/12/2008
 Name: Harriman

Interest: 12% 0.000328767 per day

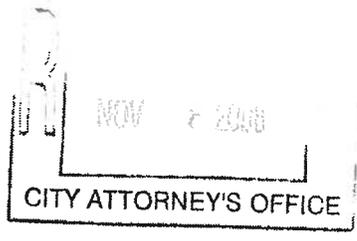
12/12/2008	\$	206.29	\$126.08	1859
8/15/2014	\$	(56.29)		
	\$	<u>150.00</u>		

\$	150.00	Lien amt (Admin Fee)
\$	34.00	filing fees
\$	126.08	interest
\$	310.08	total due

PAYOFF GOOD THROUGH: 8/15/2014

919

To: Stephen Thies, City Attorney
 From: Nichole Sierra, Utility Billing Collections Clerk *NS*
 Date: November 18, 2008
 Thru: Armando Ortega, Customer Service Manager *A.O.*
 Re: Delinquent account; 1408 Challenger Av



 I REQUEST A LIEN BE PLACED AGAINST THE PROPERTY FOR THE ACCOUNT LISTED BELOW:

PROPERTY OWNER INFORMATION

Terry W Harriman
 49 Spruce St Ste 1000
 Langley AFB, VA 23665-2811

LEGAL DESCRIPTION

1408 Challenger Avenue
 Desert Villa Estates #1 Blk 2 Lt 19

TENANT OCCUPIED HOME WHEN DEBT WAS INCURRED

Sean Ritchie
 Account No. 77377-12366
 Start Date: 02/01/07 Term Date: 05/05/08

TIME PERIOD

Bill:	02/11/08	Service: 12/20/07 to 01/18/08	= \$44.89
Bill:	03/10/08	Service: 01/19/08 to 02/20/08	= \$43.55
Late Charge:	03/11/08		= \$ 7.00
Payment:	03/18/08		= (\$51.89)
Late Charge:	04/08/08		= \$ 7.00
Bill:	04/14/08	Service: 02/21/08 to 03/20/08	= \$43.33
Deposit Refund:	05/06/08		= (\$130.00)
Final Bill:	05/06/08	Service: 03/21/08 to 05/05/08	= \$92.41

Subtotal	= \$ 56.29
Administrative Fee	= \$150.00
Total	= \$206.29

CITY OF ALAMOGORDO, NEW MEXICO
 Account History - Combined Inquiry

Customer ID: 77377 Name: RITCHIE, SEAN
 Location ID: 12366 Addr: 1408 CHALLENGER AVE
 Cycle/route : 01 50 Amount due : 150.00
 Initiation date . . . : 2/01/07 Pending : .00
 Termination date . . : 5/05/08 Customer/location status . . : C

Type options, press Enter.

5=Display

Opt	Trn Type	Trn/Due Date	Description Cancel Comment	Trn/Prv Amount	Reference Date/Num	Running Balance
-	OC PMT	8/15/14	ABBOTTS 08151401	56.29-		150.00 ✓
-	AD ADJ	11/18/08	ADMINISTRATIVE FEE	150.00	11/14/08	206.29
-	FB BILL	5/06/08	FINAL BILL	92.41	5/07/08	56.29
-	DR PMT	5/06/08	DEP RFD : FIBILL	130.00-		36.12-
-	BL BILL	4/14/08	CYCLE BILL	43.33	4/15/08	93.88
-	LC ADJ	4/08/08	LATE CHARGES	7.00	3/11/08	50.55
-	OC PMT	3/18/08	PARKISOND 03180801	51.89-		43.55
-	LC ADJ	3/11/08	LATE CHARGES	7.00	2/12/08	95.44

More...

F3=Exit F5=Adjustments F7=Pending F8=Charges F9=Print history
 F10=Change view F11=Payments F12=Cancel F24=More keys

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 10, 2014 **Report Date:** September 10, 2014 **Report No:** 18

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

Subject: Notification of Boards and Committees Vacancies.

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 3rd has not returned his acceptance letter, therefore another person needs to be appointed.
No nominations received.

Senior Volunteer Programs Advisory Council. Three (3) vacancies. Staff Liaison – Karen Groves
(Opening due to the expiring term of Blaza Madrid, Stephen Butler, and the resignation of Thomas Rich V.)
No nominations received.

Reviewed By:

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