



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

January 14, 2020 - 6:00 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

Richard Boss Mayor
Jason Baldwin Mayor Pro-Tem, District 1
Nadia Sikes District 2
Susan Payne District 3
Josh Rardin District 4
Sharon McDonald District 5
Dusty Wright District 6

Brian Cesar City Manager
Petria Bengoechea City Attorney
Rachel Hughs City Clerk

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

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

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

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

The Mayor and City Commission request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Commission Chambers to respond to or to conduct a phone conversation. The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4100.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

ADMINISTRATION OF THE OATH OF OFFICE FOR ELECTED OFFICIALS

1. Ceremonial administration of the Oath of Office to the newly elected City Commissioners. (Steven Lee, Municipal Judge)

REORGANIZATION OF THE COMMISSION

2. Selection of the Mayor Pro-Tem. *(Rachel Hughs, City Clerk)*
3. Selection of Seating Order. *(Rachel Hughs, City Clerk)*
4. Determine Order of Business - Rule 6, Rules of Conduct for City Commission Meetings. *(Rachel Hughs, City Clerk)*

PRESENTATIONS

5. Plaque presentation of outgoing Commissioner Al Hernandez. *(Richard Boss, Mayor)*

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

6. Approve the minutes for the December 17, 2019 Regular meeting and the minutes for the January 7, 2020 Workshop. *(Rachel Hughs, City Clerk)*
7. Approve Resolution No. 2020-01 determining reasonable notice of meetings of the Alamogordo City Commission (Open Meetings Act). *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**
8. Consider, and act upon, final publication of Ordinance No. 1605, a map amendment to the official zoning map of the City of Alamogordo to rezone the property located at 501 E. 16th St. from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**
9. Consider, and act upon, final publication of Ordinance No. 1606 Adopting a "Food Vendor" Ordinance. *(Jim LeClair, Fire Chief)* **(Roll Call Vote Required)**
10. Approve the Resident Parking Only, Mobility Disabled Resident Parking Only, and Commercial Mobility Disabled Parking Only sign locations for the purpose of determining continuance of each location. *(Eric Barraza, Deputy City Clerk)*
11. Consider, and act upon, approval of new contract between the City and Southwest Disposal for continued solid waste pickup and new fee schedule. *(Larry Garner, Public Works Director)*
12. Consider, and act upon, approval of Memorandum of Understanding between the New Mexico Library Foundation and the City of Alamogordo Public Library for a STEM program grant in the amount of \$4,018.50. *(Sharon Rowe, Library Manager)*
13. Consider, and act upon, acceptance of a Library Census Equity Fund grant in the amount of \$2,000 from the American Library Association to support 2020 Census work. *(Sharon Rowe, Library Manager)*
14. Consider, and act upon, FAA/State grant agreement application for the replacement of the Airport AWOS (Automated Weather Observation System). *(Jim Talbert, Airport Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARINGS

15. Consider, and act upon, Application No. 1145747 a Winegrower 1st Off-Site Location Liquor License with on Premises Consumption and Package Sales with Patio Service located at 1223 N. New York Ave, Alamogordo, New Mexico to David L. Wickham DBA TV Wine Bar and Tap Room. *(Rachel Hughs, City Clerk)*

NEW BUSINESS

16. Consider, and act upon, approval of Change Order no. 5, Public Works Bid no. 2017-009, to Smithco Construction, Inc. related to the Bonito Lake Restoration project in an amount not to exceed \$2,544,065.03, including NMGR. *(Bob Johnson, Engineering Manager and Rob Richardson, PE, Bohannon Huston, Inc.)*

17. Consider, and act upon, approval of Change Order no. 6, RFQ no. 2014-005, to Bohannon Huston, Inc. related to the engineering and design of the Bonito Lake Restoration project in an amount not to exceed \$56,322.50, including NMGR. *(Bob Johnson, Engineering Manager)*

18. Consider, and act upon, the proposal to build a Futsal Court in Washington Park in an amount not to exceed \$262,000 including NMGR. *(Veronica Ortega, Community Services Director)*

19. Consider, and act upon, the budget process and documents for the FY2020 - FY2021 preliminary budget. *(Evelyn Huff, Budget Analyst)*

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

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/9/2020

Report No: 1.

Submitted By: Rachel Hughs

Subject: Ceremonial administration of the Oath of Office to the newly elected City Commissioners. (*Steven Lee, Municipal Judge*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: As required by law City Commissioners were officially sworn into office by the City Clerk. The swearing-in ceremony at this Commission Meeting is for the benefit of the media and the family members of those elected.

The Honorable Steven Lee, Municipal Judge, will perform the ceremony.

CERTIFICATE OF ELECTION 2019 REGULAR LOCAL ELECTION

I, the Secretary of State of New Mexico, certify that the State Canvassing Board has approved the Report of the State Canvass for the election held on the 5th day of November, 2019, and do hereby find and declare that

Jason R Baldwin

has been duly and lawfully elected to the office of City Commissioner District 1, Alamogordo City District 1.

Given under my hand and the Great Seal of the State of New Mexico,
in Santa Fe, New Mexico, this 26th day of November, 2019.

Maggie Louisa Olin
Secretary of State

CITY OF ALAMOGORDO

OATH OF OFFICE

STATE OF NEW MEXICO }
County of Otero } ss.

I, Jason R. Baldwin

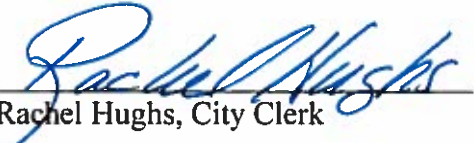
Having been elected to the office of COMMISSIONER, DISTRICT 1

FOR A TERM TO EXPIRE IN DECEMBER 2023.

in the CITY OF ALAMOGORDO, State of New Mexico, do solemnly swear that I will support the Constitution of the United States, the Constitution and laws of the State of New Mexico and faithfully and impartially discharge the duties of said office to the best of my ability, so help me God.


Jason R. Baldwin

Subscribed and sworn to before me this 9 day of January 2020.


Rachel Hughs, City Clerk



CERTIFICATE OF ELECTION 2019 REGULAR LOCAL ELECTION

I, the Secretary of State of New Mexico, certify that the State Canvassing Board has approved the Report of the State Canvass for the election held on the 5th day of November, 2019, and do hereby find and declare that

Susan L Payne

has been duly and lawfully elected to the office of City Commissioner District 3, Alamogordo City District 3.

Given under my hand and the Great Seal of the State of New Mexico,
in Santa Fe, New Mexico, this 26th day of November, 2019.

Maggie Joulouise Olin
Secretary of State

CITY OF ALAMOGORDO

OATH OF OFFICE

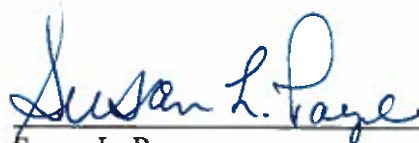
STATE OF NEW MEXICO }
County of Otero } ss.

I, Susan L. Payne

Having been elected to the office of COMMISSIONER, DISTRICT 3

FOR A TERM TO EXPIRE IN DECEMBER 2023.

in the CITY OF ALAMOGORDO, State of New Mexico, do solemnly swear that I will support the Constitution of the United States, the Constitution and laws of the State of New Mexico and faithfully and impartially discharge the duties of said office to the best of my ability, so help me God.


Susan L. Payne

Subscribed and sworn to before me this 31st day of December 2019.


Rachel Hughs, City Clerk



CERTIFICATE OF ELECTION

2019 REGULAR LOCAL ELECTION

I, the Secretary of State of New Mexico, certify that the State Canvassing Board has approved the Report of the State Canvass for the election held on the 5th day of November, 2019, and do hereby find and declare that

Dustin Kyle Wright

has been duly and lawfully elected to the office of City Commissioner District 6, Alamogordo City District 6.

Given under my hand and the Great Seal of the State of New Mexico,
in Santa Fe, New Mexico, this 26th day of November, 2019.

Maggie Toulouse Oliver
Secretary of State

CITY OF ALAMOGORDO

OATH OF OFFICE

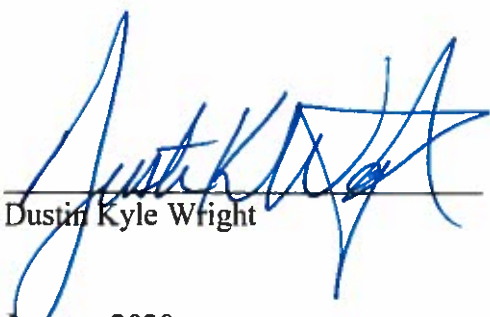
STATE OF NEW MEXICO }
County of Otero } ss.

I, Dustin Kyle Wright

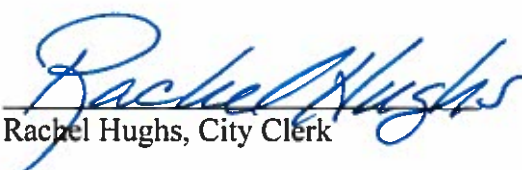
Having been elected to the office of COMMISSIONER, DISTRICT 6

FOR A TERM TO EXPIRE IN DECEMBER 2023.

in the CITY OF ALAMOGORDO, State of New Mexico, do solemnly swear that I will support the Constitution of the United States, the Constitution and laws of the State of New Mexico and faithfully and impartially discharge the duties of said office to the best of my ability, so help me God.


Dustin Kyle Wright

Subscribed and sworn to before me this 3rd day of January 2020.


Rachel Hughs, City Clerk



CERTIFICATE OF ELECTION 2019 REGULAR LOCAL ELECTION

I, the Secretary of State of New Mexico, certify that the State Canvassing Board has approved the Report of the State Canvass for the election held on the 5th day of November, 2019, and do hereby find and declare that

Sharon A McDonald

has been duly and lawfully elected to the office of City Commissioner District 5, Alamogordo City District 5.

Given under my hand and the Great Seal of the State of New Mexico,

in Santa Fe, New Mexico, this 26th day of November, 2019.

Maggie Donhouse Olin
Secretary of State

CITY OF ALAMOGORDO

OATH OF OFFICE

STATE OF NEW MEXICO }
County of Otero } ss.

I, Sharon A. McDonald

Having been elected to the office of COMMISSIONER, DISTRICT 5

FOR A TERM TO EXPIRE IN DECEMBER 2023.

in the CITY OF ALAMOGORDO, State of New Mexico, do solemnly
swear that I will support the Constitution of the United States, the Constitution and laws
of the State of New Mexico and faithfully and impartially discharge the duties of said
office to the best of my ability, so help me God.


Sharon McDonald

Subscribed and sworn to before me this 30 day of December 2019.




Rachel Hughs, City Clerk

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 12/26/2019

Report No: 2.

Submitted By: Rachel Hughs

Subject: Selection of the Mayor Pro-Tem. (*Rachel Hughs, City Clerk*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: In accordance with the City Charter, an organizational meeting must be held after any election in which Commissioners were elected. During this reorganization, the Commissioners will select the Mayor Pro-Tem.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 12/26/2019

Report No: 3.

Submitted By: Rachel Hughs

Subject: Selection of Seating Order. (*Rachel Hughs, City Clerk*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: In accordance with Rule 16 of Rules of Conduct for City Commission Meetings, the Selection of the Seating Order should take place as follows:

RULE 16. SEATING ORDER

After each municipal election, seating order will be determined by seniority. However, the Mayor and Mayor Pro-Tem shall be seated in the center of the dais.

Seniority is as follows:

Jason Baldwin
Josh Rardin
Nadia Sikes
Susan Payne
Dusty Wright
Sharon McDonald

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 12/26/2019

Report No: 4.

Submitted By: Rachel Hughs

Subject: Determine Order of Business - Rule 6, Rules of Conduct for City Commission Meetings. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve order of business.

Background: In accordance with Rule 6, Rules of conduct for City Commission Meetings, the Determination of the Order of Business should take place as follows:

RULE 6. CATEGORIES AND ORDER OF BUSINESS

The business of the City Commission shall be conducted in the order and manner specified. The order of business will be approved at each organizational meeting of the City Commission.

Order of Business will be as follows:

CALL TO ORDER & ROLL CALL

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

PUBLIC COMMENT

CITY MANAGER'S REPORT

REMARKS & INQUIRIES BY THE CITY COMMISSION

CONSENT AGENDA (Roll Call vote required for Ordinance or Resolution)

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARINGS

UNFINISHED BUSINESS

NEW BUSINESS

PUBLIC COMMENT (Continued if needed)

EXECUTIVE SESSION (Roll Call Vote required)

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 12/10/2019

Report No: 5.

Submitted By: Rachel Hughs

Subject: Plaque presentation of outgoing Commissioner Al Hernandez. (*Richard Boss, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Plaque presentation of past Mayor Pro-Tem and Commissioner Al Hernandez and his wife in recognition for his service to the City of Alamogordo.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/9/2020

Report No: 6.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the December 17, 2019 Regular meeting and the minutes for the January 7, 2020 Workshop. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
December 17, 2019**

**RICHARD BOSS, MAYOR
AL HERNANDEZ, COMMISSIONER
NADIA SIKES, COMMISSIONER
JOSH RARDIN, COMMISSIONER
SUSAN PAYNE, COMMISSIONER**

**JASON BALDWIN, MAYOR PRO-TEM
DUSTY WRIGHT, COMMISSIONER
BRIAN CESAR, INTERIM CITY MANAGER
PETRIA BENGOCHEA, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

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

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

APPROVAL OF AGENDA

City Attorney Bengoechea withdrew item #6 from the agenda.

Commissioner Rardin moved to approve the agenda.

Commissioner Payne seconded the motion. Motion carried with a vote of 5-0-0.

PUBLIC COMMENT

Eugene Downer commented on the following:

He recognized some businesswomen from the community. He said Commissioner Sikes did a very nice presentation on a woman that had passed on and he thought it might be nice to do this while they are still alive. He said each of these women have contributed to a high quality of customer service in their business and are excellent examples of goals that women can accomplish here in New Mexico. They are also good examples for little girls. He recognized Theda Harshey, Karen Bourbon, Barbara Watcher Newton, Daisy Macias, Becky Erickson, Annette Aguirre and Kristy Scherrick.

CITY MANAGER'S REPORT

City Attorney Bengoechea gave the report.

1. She announced that tomorrow December 18, 2019, is the Open House of Medlin Ramps. She invited the public to attend from 3:00 to 5:00 p.m. at the Old Walmart building or Square 47.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Boss made the following comments:

He stated the tree lighting event did not go very well for himself and Commissioner Sikes because of the microphone, but there were a lot of people there and it was fantastic. He mentioned two ladies that led Christmas Carols and said they were awesome. He thanked staff for making this a great event for the community.

Commissioner Payne made the following comments:

She said Mayor Boss and she were at the new Sunset Hills Elementary School ribbon cutting. She said it is a beautiful facility. She encouraged everyone to check it out. Commissioner Sikes asked when they were going to open the new school. Commissioner Payne answered the kids will start when they come back from Christmas break in January. Commissioner Payne said they are combining the schools, so they will not have Oregon or Heights Elementary. They will now be combined at Sunset Hills.

CONSENT AGENDA

1. Approve the minutes for the December 3, 2019 Regular meeting. *(Rachel Hughs, City Clerk)*
2. Approve the City Commission Regular Meeting Schedule for Calendar Year 2020. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, Resolution 2019-48 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of December 17, 2019. *(Evelyn Huff, Budget Analyst)* (Roll Call Vote Required)

Commissioner Rardin pulled item 2 from the Consent Agenda.

Commissioner Rardin moved to approve items 1 and 3 of the consent calendar.
Mayor Pro-Tem Baldwin seconded the motion.
Roll Call vote was taken.
Motion carried with a vote of 5-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

2. Approve the City Commission Regular Meeting Schedule for Calendar Year 2020. *(Rachel Hughs, City Clerk)*

Commissioner Rardin wanted to see if the Commission would be in favor of having one meeting in November and December. He said the meetings in November and December tend to be a little lighter.

Mayor Pro-Tem Baldwin agreed with Commissioner Rardin about the agendas getting light because of the holidays. He said having that extra meeting off in December would probably be helpful to staff. He said they meet their minimum requirements for meetings anyway. Mayor Boss asked City Clerk Hughs if there would be a problem, she answered no. Commissioner Sikes suggested having one meeting on December 8th, 2020. The Commission agreed.

Commissioner Rardin moved to approve as amended.
Commissioner Payne seconded the motion.
Motion carried with a vote of 5-0-0.

NEW BUSINESS

4. Consider, and act upon, award of Public Works Bid No. 2019-007 to Triwest Fence, LLC. related to the Chain Link Fencing at Two Sites project in an amount not to exceed \$155,186.28, including NMGRT. *(Bob Johnson, Engineering Manager)*

Engineering Manager Johnson explained the project and scope of work. He said they received 4 bids and the apparent low bidder was Triwest Fence LLC out of Rio Rancho, New Mexico. He said they would be looking at actual construction in the later half of January. It is a 90-day performance period for both sites combined.

Mayor Boss asked if this was going to be 9-foot fencing. Engineering Manager Johnson answered 8-foot with three strand barbed wire on top. Commissioner Sikes said it was interesting to see that the highest bid was almost \$200,000 more than the lowest bid. She asked what kind of fencing they were using and then what might the City be missing with the bid that won. Engineering Manager Johnson said they have to assume that everyone bid their specification as is required, and they did have a fairly detailed specification. He said the only thing they did differently in this one is they went with some slightly sturdier top rail and fence post material. He said it is possible that Sycamore Fabrication may not have had a line on that material and had to pay an extra amount for that material. He said that is an assumption on their part. He

said what they have noticed is that several years ago CID (Construction Industries Division) did away with a lot of specialty licensing classifications and fencing was one. He said this allowed anyone with a GB98 to bid this kind of work. He said Grass Masters LLC, which was the third bidder and they were in the upper range, is a landscaping contractor, which explains why their bid was so high.

Commissioner Rardin asked what the engineer's estimate. Engineering Manager Johnson answered there was no engineering estimate, other than his. He said he estimated between \$150 and \$175. Commissioner Rardin said the 9-gauge material is not used a whole lot, but it is pricey. He said it is a real big spread there from \$15.46 a foot to \$32.00 a foot. Engineering Manager Johnson said he knows. Commissioner Rardin asked him if he was comfortable with that number that they are going to get the job performed and done. He answered yes.

Commissioner Rardin moved to approve.
Commissioner Payne seconded the motion.
Motion carried with a vote of 5-0-0.

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

Mayor Boss read the openings and appointed Robert Hicks to the Airport Advisory Board, Chris Hillard to the Cemetery Board, and Susan Kent to the Mayor's Committee on Aging. No one was opposed.

EXECUTIVE SESSION

6. Adjourn into Executive Closed Session in compliance with 10151(h) (7), NMSA (as amended) to discuss Threatened or Pending Litigation Recent Settlements. (Roll Call Vote Required)

Item was withdrawn by City Attorney Bengoechea before approval of the Agenda.

Mayor Pro-Tem Baldwin thanked City Staff for their dedication and hard work. He told his fellow Commissioners that he appreciated what they do for the community and for him over the past eight years. He wished everyone a Merry Christmas and Happy New Year.

Commissioner Rardin moved to adjourn at 6:57 p.m.
Commissioner Payne seconded the motion.
Motion carried with a vote of 5-0-0

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)
Approved at the Regular Meeting held on January 14, 2020.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION WORKSHOP MEETING MINUTES
5:30 P.M., COMMISSION CHAMBERS
January 7, 2020**

**RICHARD BOSS, MAYOR
SHARON McDONALD, COMMISSIONER
NADIA SIKES, COMMISSIONER
JOSH RARDIN, COMMISSIONER
SUSAN PAYNE, COMMISSIONER**

**JASON BALDWIN, MAYOR PRO-TEM
DUSTY WRIGHT, COMMISSIONER
BRIAN CESAR, INTERIM CITY MANAGER
PETRIA BENGOCHEA, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

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

Mayor Boss called the meeting to order at 5:30 p.m. Roll Call was taken by the City Clerk. Mayor Pro-Tem Baldwin was absent. City Clerk Hughs announced there was a quorum present. Invocation was given by Mayor Boss and the Pledge of Allegiance was led by Commissioner Payne.

WORK SESSION

City Attorney Bengoechea gave a training/refresher on the Inspection of Public Records Act, Open Meetings Act and Robert's Rules of procedures, and also answered questions on the topics. She showed a PowerPoint Presentation. For the Inspection of Public Records Acts, she talked about what records can and cannot be given out, exceptions, email, social media and personal social media pages. For the Open Meetings Act, she talked about posting notices, emergency meetings, quorums, closed meetings or Executive Sessions and public comments. For Robert's Rules of Order, she stated the City uses a modified version, and she also talked about making motions, tie votes, calling the question, and changing votes. Lastly, there was discussion on recusal from voting.

ADJOURNMENT

Mayor Boss adjourned the meeting at 6:30 p.m.

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)
Approved at the Regular Meeting held on January 14, 2020.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/9/2020

Report No: 7.

Submitted By: Rachel Hughs

Subject: Approve Resolution No. 2020-01 determining reasonable notice of meetings of the Alamogordo City Commission (Open Meetings Act). *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Resolution.

Background: The Open Meetings Act requires each public body to establish its notice provisions annually. This Resolution accomplishes that requirement. The final agenda for each regular meeting of the City Commission is to be posted seventy-two (72) hours prior to the meeting.

RESOLUTION NO. 2020-01

**RESOLUTION DETERMINING REASONABLE NOTICE
OF MEETINGS OF THE GOVERNING BODY OF THE CITY OF
ALAMOGORDO, NEW MEXICO (ALAMOGORDO CITY COMMISSION)**

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

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

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

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

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

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

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

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

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

REGULAR MEETINGS: City Commission meetings shall start at 6:30 p.m. during Daylight savings time, March 8, 2020 through October 31, 2020 and shall start at 6:00 p.m. January 1, 2020 through March 7, 2020 and November 1, 2020 through December 31, 2020. Notices of the date, time, and place of such meeting shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least five (5) days prior to the meeting, or by publication [as that term is defined in Section 3-1-2(J) NMSA 1978 (As Amended) of notice of date, time, and place of meeting at least five (5) days prior to the meeting. An agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information about how an agenda may be obtained, shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least seventy-two (72) hours prior to the meeting. Proof of notice shall be accomplished by executing and filing in the official minutes of the Commission, a certificate by the Municipal Clerk attesting to posting in compliance herewith or by the publisher of the publishing newspaper attesting to publication in compliance herewith. Notice shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that submit a written request for such notice.

SPECIAL AND EMERGENCY MEETINGS: Notices of the date, time, and place of the meeting shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least twenty-four (24) hours prior to the meeting for a Special Meeting, and at least three (3) hours prior to the meeting for an Emergency Meeting. Proof of notice shall be accomplished by executing and filing in the official

minutes of the Commission, a certificate by the Municipal Clerk attesting to posting in compliance herewith. Notice shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that submit a written request for such notice.

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

PASSED, APPROVED AND ADOPTED this 14th day of January, 2020.

ALAMOGORDO CITY COMMISSION

By _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/9/2020

Report No: 8.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon, final publication of Ordinance No. 1605, a map amendment to the official zoning map of the City of Alamogordo to rezone the property located at 501 E. 16th St. from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District. (*Stella Rael, City Planner*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance 1605 for final publication.

Background: Commission approved first publication of Ordinance 1605 during the Regular Commission meeting of December 3, 2019.

Information from December 3, 2019

This is a map amendment to the official zoning map of the City of Alamogordo to rezone the property located at 501 E. 16th St. from R-1 Single Family Dwelling District to R-3 Two Family Dwelling District.



City of Alamogordo

City Commission



Z-2019-0004(A)

Stella Rael
City Planner
December 3, 2019

Zoning Request Case: Z-2019-0004(A)

Request:

The applicant is requesting a map amendment to the official zoning map of the City of Alamogordo to rezone the property located at 501 E. 16th St. from R-1 – Single Family Dwelling District to R-3 Two Family Dwelling District.

Applicant:

Myriam Boza Hand

501 E. 16th Street

Alamogordo, NM 88310

Zoning Request Case: Z-2019-0004(A)

3

Section 29-01-020 – Amendments and Changes

Petition for amendment. From time to time, the city, after public notice and hearing, may amend the zoning regulations and established districts. Amendment may be initiated by motion of the city commission; by petition of the owners of the property to be affected; or by petition of one (1) or more agents, designated in an acknowledged power of attorney, or owner or owners of the property affected. Every such proposed amendment shall be considered by the planning and zoning commission before being considered by the city commission.

Z-2019-0004(A) SURROUNDING AREA

4



Z-2019-0004(A) AIRIAL

5



Zoning Request Case: Z-2019-0004(A)

6

Findings of Fact

- ◆1. The property is located at 501 E. 16th Street. within the R-1 Single Family Dwelling District.
- ◆2. The request is for a map amendment to rezone the property from R-1 Single Family Dwelling to R-3 Two Family Dwelling District.. The application was filed on October 7, 2019
- ◆4. The legal notice was published on October 13, 2019
- ◆5 Twenty five (25) letters were mailed by certified/return receipt mail to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property for which the rezoning is sought.
- ◆6. As of November 15, 2019 there have been two (2) letters returned undeliverable. One (1) phone call requesting clarification.
- 7. Planning and Zoning Board recommended approval on 11/7/2019 by a vote of 4-0-0.

Zoning Request Case: Z-2019-0004(A)

7

Staff Recommends:

To accept the finding of facts as presented and approve Zone Request Case: Z-2019-0004(A).

ORDINANCE No. 1605

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS 501 E. SIXTEENTH STREET FROM THEIR PRESENT DESIGNATION AND ZONING DISTRICT OF R-1 SINGLE FAMILY DWELLING DISTRICT TO R-3 TWO FAMILY DWELLING, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, Myriam Boza Hand (hereinafter referred to as "the Owners") is the owner of certain real property commonly known as 501 E. 16th Street 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-2019-0004(A)** to change the zoning of the Property, and

WHEREAS, the Planning and Zoning Commission, after notice and hearing did recommend to the City Commission adoption of an ordinance amending the zoning map by removing the Property from the present designation and zoning district of R-1, Single Family Dwelling District to R-3, Two Family 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:

Alamo Blocks Replat Blk 203 LOT 44 Less E 60'

Is hereby changed from R-1 Single Family Dwelling District to R-3, Two Family Dwelling 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 _____, 2019

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

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/9/2020

Report No: 9.

Submitted By: Jim LeClair

Subject: Consider, and act upon, final publication of Ordinance No. 1606 Adopting a "Food Vendor" Ordinance. (*Jim LeClair, Fire Chief*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: None

Recommendation: Staff Recommends the Adoption of this Ordinance.

Background: Commission approved first publication of Ordinance 1606 during the Regular Commission meeting of December 3, 2019.

Information from December 3, 2019

With the Adoption of Ordinance 1606, anything to do with food vending will fall under this Ordinance. In addition; it will require Section 3-01-070, paragraph 4 to be repealed, Section 17-01A-050 titled "License fees for certain businesses" to be amended, Section 29-01-086 titled "Farmers Market" to be repealed, Section 29-01-087 titled "Days of Operation" to be repealed, and Section 29-01-088 titled "Prohibited acts" to be repealed.

ORDINANCE NO 1606

AMENDING AND ADDING SECTIONS REGARDING FOOD VENDORS

WHEREAS,

WHEREAS,

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo that the following sections of the Code of Ordinances be amended to read as follows:

3-01-070. - Permitted activities.

Commercial activities of sale or display of merchandise, and advertising signs, are prohibited on streets, sidewalks, and adjoining rights-of-way with the following exceptions:

- (1) Any sign advertising an adjoining residential property for sale, when located in an unimproved portion of a right-of-way.
- (2) Any advertising sign within a motor vehicle, or attached to a motor vehicle so as not to project beyond the normal contours of the vehicle.
- (3) Display of wares by a merchant or merchants in a sidewalk, other right-of-way or street where authorized by the city manager. Sales in the sidewalk or other right-of-way shall be outside the roadway, adjacent to the merchant's place of business, and shall allow sufficient area for safe and efficient pedestrian travel outside the roadway, and the display shall not create any hazard to traffic. Sales in the roadway shall involve closure of sufficient roadway for traffic safety.
- ~~(4) Sales of food and beverage from vehicles (including trailers or carts) which travel along fixed or variable routes within the city, and which stop no longer than is necessary to complete the sale for which the stop is made, or which are stopped for a specified period of time at a city park. Any business operating such a vehicle must be licensed by the city, with routes and park sales approved by the city manager, and must be approved by the state environment department.~~

~~(§ 4)~~ Advertising signs, benches or similar structures erected and maintained pursuant to a lease with the city.
(Ord. No. 1332, § 5, 4-22-08)

17-01A-050. - License fees for certain businesses.

All persons, firms, corporations or associations engaged in any of the following pursuits, businesses and occupations shall, before commencing business, and on or before the 16th day of March of each year thereafter, secure a license from the city clerk and pay the listed fee instead of the business registration required by article I of this chapter:

Amusement halls, per year \$ 35.00

Boxing, sparring, wrestling or martial arts contest, per day 35.00

Carnivals and circuses, per day 35.00

Commercial solicitors (in addition to other license and business registration fees), per year 35.00

Drive-in restaurants, per year 35.00

Outdoor concerts, exhibitions and amusements for profit, per day 35.00

Outdoor displays and sales, per year 35.00

Pawnbrokers, per year 35.00

Public dances, per day 35.00

Route Food vendors (see section 21-01-020(d)), per year 35.00

Vehicles for hire regulated by Chapter 27 35.00

Drivers of vehicles for hire if required by section 27-01-040, per year 15.00

(Ord. No. 652, § 3, 2-22-83; Ord. No. 680, § 3, 7-10-84; Ord. No. 702, § 2, 10-22-85; Ord. No. 784, § 4, 2-13-90)

29-01-086. — Farmer's market.

~~A farmer's market is hereby allowed in the city due to its benefits to the city and the health and welfare of its citizens.~~

~~The city manager is authorized and charged with the responsibility for:~~

~~(1) — Establishing the location of the farmer's market in the city parks.~~

~~(2) — Establishing the location of display and sales areas.~~

- ~~a. The city manager or designated representative is authorized and directed to establish space limitations for the farmer's market and rules for display facilities, set up, signs, sales and cleanup, which will be incorporated in, and attached to each permit.~~

~~(3) — Classifying such areas with relation to the kinds of produce, commodities and crafts displayed:~~

- ~~a. Display and sales shall be restricted to locally grown agricultural products, including fruits, vegetables, nuts, plants, eggs, honey, and home food preparations limited to baked goods produced or prepared by the seller, including cream or "soft" pies sealed to prevent contamination and approved for sale by the state environmental protection agency.~~

~~The fee for a farmer's market permit shall be seventy dollars (\$70.00) per year, which said permit shall be obtained from the city clerk's office prior to display and sale. All other parks policies shall apply.~~

~~(Ord. No. 1531, § 2, 12-6-16)~~

29-01-087. -- Days of Operation.

The market shall be available for not more than three (3) days per week from April 15 through November 30 of each calendar year.

(Ord. No. ~~1531~~, § 3, 12-6-16)

29-01-088. -- Prohibited acts.

- (a) ~~Food and drink concessions and sales for on-premises consumption.~~
- (b) ~~Amplified speakers and yelling.~~
- (c) ~~Blockage of ingress and egress to market areas.~~

The following new Article 17-011 is hereby added to the *Alamogordo Code of Ordinances* to read as follows:

ARTICLE 17-11. – FOOD VENDORS.**17-11-010. – Purpose.**

The purpose of this ordinance is to regulate food vendors, whether mobile and/or temporary food vending activities in order to protect public health, safety, and welfare, while accommodating commercial uses that generally promote an active and social pedestrian environment within the appropriate areas of the City of Alamogordo. This ordinance is also written with specific consideration given to the continued successful operation of existing brick and mortar restaurant establishments in recognition of the investments they make, and tax revenue they generate within the City of Alamogordo. The overall goal of this ordinance is to provide a business climate that offers fair opportunities for all food vendor operations and permanent restaurants in order to provide residents and visitors with a variety of food options that promote a vibrant food selection within our community.

17-11-020. – Scope.

This Ordinance shall apply to all food vendor establishments operating within the City of Alamogordo, regardless of type.

17-11-030. – Definitions.

- (a) The term “Ice cream truck” means a mobile food establishment that sells either frozen dessert servings that are prepackaged/enclosed in a wrapper or container having been manufactured, prepared or wrapped in a licensed food establishment or ice cream that is not pre-packaged.
- (b) The term “Licensee” means a food vendor that holds a City of Alamogordo food vendor license.
- (c) The term “food vendor” means a restaurant or retail food establishment where food is served or sold from a mobile food truck, mobile food trailer, mobile sidewalk cart, temporary food booth, tent and/or stand.

- (d) The term “Mobile food truck” means a vehicle specifically designed and used for cooking, keeping, storing or warming food or beverage which are for sale by a vendor, which may move under its own power.
- (e) The term “Mobile food trailer” means a trailer specifically designed and used for cooking, keeping, storing or warming food or beverage which are for sale by a vendor, which does not move under its own power, but may be towed by a vehicle.
- (f) The term “Mobile food vendor” means a vendor selling from a mobile food establishment.
- (g) The term “Mobile sidewalk cart” means a bicycle cart or a wheeled pushcart, specifically designed and used for keeping, storing, or warming food or beverage which are for sale by a vendor, which may be moved by one person without the assistance of a motor. Each sidewalk cart shall be non-motorized and capable of being moved and kept under control by one person.
- (h) The term “Temporary farm stand” means a booth, tent, or stand which exclusively sells non-processed raw agricultural products.
- (i) The term “Temporary food booth, tent, or stand” means a booth, tent, or stand vending type unit which sells food or beverages.
- (j) City Official- City manager, City Attorney, Fire Department Command Staff, Police Department Command Staff, Code Enforcement Supervisor and Officers.

17-11-040. – Licensing Requirements for Food Vendors

It shall be unlawful for any Food Vendor to engage in sales activities in the City of Alamogordo without first obtaining a business license from the city.

- A. License Application. Each food vendor owner that wishes to operate within the City of Alamogordo shall file annually for an application for a City of Alamogordo food vendor operator’s license with the city clerk or his/her designee on forms provided by the city. Each applicant shall pay an established license fee before a license is issued, and be subject to an annual fire inspection that will be conducted by the Alamogordo Fire Department. All food vendors will be inspected according to the International Fire Code adopted, and according to the standards outlined in the National Fire Code (NFC). The application form provided shall require the following information from the applicant:
 - 1. The name, address and telephone number of the person, firm, association or corporation that owns the unit.
 - 2. The length of time for which the right to conduct business is desired.
 - 3. The make, model and license number of any vehicle or trailer to be used in the food vendor operation.
 - 4. The location or locations from which the applicant desires to operate the unit.
 - 5. A copy of the applicant’s valid food and beverage license issued by the State of New Mexico Health Department or other agency within the jurisdiction.

6. A copy of the vendor's proof of insurance.
7. A letter of written permission to operate on private property if applicable, and
8. At the time of filing the application, the food vendor owner shall present a valid driver's license or other acceptable picture proof identification to the City Clerk for examination.

B. License Approval Process. Upon receipt of proper documentation and payment of an application for a license, the City Clerk will start the license approval process, and will refer the application to Planning and Zoning, the Fire Chief, or his/her designee, the Police Chief, or his/her designee, and the City Manager or his/her designee in order to complete the application process. All applications will be processed within ten (10) business days. Upon completion, the permit will be issued unless the City Clerk determines any of the following:

1. The applicant made a false statement on the application.
2. The applicant is under eighteen (18) years old. This is only applicable to operators of mobile food establishments which requires a CDL License.
3. The application is incomplete, or
4. The application and/or its contents do not meet the criteria of any city ordinance, and/or policy adopted by the City of Alamogordo.

C. Appeal Process for Licensed Vendors. Any decision of the City Clerk or his/her designee in respect to the issuance or refusal to issue a permit or the revocation of a permit may be appealed to the City Manager by written notice. The decision of the City Manager shall be made in writing and shall be final.

D. License Revocation or Suspension for Licensed Vendors. A license may be suspended or revoked by the City Clerk, the Fire Chief, the Chief of Police and/or the City Manager, or their designee if it is found at any time that the license holder made any material omission or inaccurate statements in the license application, or if the license holder is found to be in violation of any ordinance or statutory violation directly related to the licensed activity. A "Notice of Suspension or Revocation" will be served on the applicant and will include a statement of violations. The appeal process is addressed in Section 17-11-040.

E. Operational Requirements. Operational requirements for all food vendors shall be consistent with Section 17-11-080 of this ordinance.

17-11-050. – Food Vendors Operating at Special Events and Block Parties

All food vendors operating at special events and/or block parties are required to be fully permitted through the New Mexico Health Department, the City of Alamogordo, and be subject to a fire inspection conducted by the Alamogordo Fire Department as stated above. The City of Alamogordo will require all special event and block party organizers submit a list of vendor operator names 10 (ten) business days prior to the event for the purpose of verifying that all vendors have meet the criteria set forth by the City of Alamogordo. Note: Additional fees may be required by the organizer of such events that are not part of the annual license fee.

17-11-060. – Non-Profit Operators

All Non-profit temporary food vendors covered by this article operating at special events and/or block parties are required to be fully permitted through the New Mexico Health Department, the City of Alamogordo, and be subject to a fire inspection conducted by the Alamogordo Fire Department, with the exception of minor's under the age of eighteen (18) who participate in food vendor activities are exempt from the licensing requirements of this article except when they are acting as agents of adults. Please refer to section 17-08-030 titled "Exemptions". Non-profit groups may operate on private property if granted permission, provided that public health, safety and welfare is not compromised. Non-profit groups may vend in public places designated by the City of Alamogordo adhering to all conditions required by the City, which such conditions may address compensation for use of City property as well as limitations on hours of operation and specific places of operation. As stated above, Non-profits groups may also operate in conjunction with special events.

17-11-070. – Farm Stand Operators

Temporary farm stands food vendors operating at special events and/or block parties are required to be fully permitted through the New Mexico Health Department, the City of Alamogordo, and be subject to a fire inspection conducted by the Alamogordo Fire Department. Farm Stand operators may operate on private property if granted permission, provided that public health, safety and welfare is not compromised. Temporary farm stands may vend in public places designated by the City of Alamogordo adhering to all conditions required by the City, which such conditions may address compensation for use of City property as well as limitations on hours of operation and specific places of operation. Temporary farm stands may also operate in conjunction in with special events.

17-11-080. – General Operating Requirements

A. Operations

1. The licensee or the licensee's employee or agent shall be present within the vending site during all times in which items are sold.
2. Food vendor display of license and proper documentation:
 - (a) Each license issued or required under this ordinance shall be displayed in a conspicuous location which is visible to the public.
 - (b) Each licensee shall display the copy of the applicant's valid food and beverage license issued by the State of New Mexico Health Department in a conspicuous location which is visible to the public.
 - (c) If operating on private property, the vendor must keep written permission from the property owner within the vending unit at all times.
 - (d) If operating on a route, the vendor must keep the outlined route map that was provided to the City Clerk within the vending unit at all times.
3. Temporary free-standing signs associated with mobile food vendors shall be prohibited unless allowed by the sign ordinance. Please refer to 3-01-015 titled "Temporary signs".
4. No mobile food vendors shall use bells or lights, noise-makers, including music, to attract customers. "Ice cream/dessert vendors" are exempt from this restriction. Any noise originating from a mobile food vendor operation shall comply with the City of Alamogordo noise ordinance.

5. Mobile food vendors are prohibited from using city water, electricity or other utilities in the course of its operations unless explicitly provided permission from the City of Alamogordo with an arrangement made for compensation.

B. Required Insurance

Food vendors licensed by the City of Alamogordo shall provide proof of liability insurance for any single accident and for any property damage in the amount required by the “State of New Mexico Tort Claims Act”. Such liability insurance shall be in effect at all times the vendor is licensed in accordance with this section. A certificate of insurance for such coverage shall be delivered to the city clerk or his/her designee prior to issuance of a license. If such insurance coverage is cancelled, not renewed, or changed, the insurer and licensee shall immediately provide notice to the city clerk or his/her designee. Failure to maintain such insurance may result in the suspension or revocation of the license.

C. Vehicle Regulations

1. Each food vendor platform or vehicle shall be designed and constructed specifically for the purpose of vending the product or products to be sold.
2. Each food vendor platform or vehicle shall have valid license plates and registration as required by the State of New Mexico Department of Motor Vehicles Division.
3. Each food vendor platform or vehicle shall be in compliance with all Federal, State and local laws or regulations which govern motor vehicles, including, but not limited to, vehicle size requirements.
4. Each food vendor platform or vehicle shall be kept in a safe, operable condition with no visible signs of rust or other deterioration or unsightly condition.

D. Garbage Requirements

1. The licensee and his/her employee(s) shall be responsible at all times for the removal of all refuse resulting from his/her business or customers use of his/her business. Such refuse shall be placed solely in the mobile food establishment’s waste bins. All such containers shall be kept covered with a tight fitting lid. No food vendor establishments shall discharge any material onto the street, sidewalk, gutters, storm drain or the property of another, including, but not limited to, public property. All operators are responsible for ensuring that all waste is disposed of in accordance with city ordinances and/or maintaining all areas used for food vending and customer activity in a safe and clean condition.
2. All food vendors shall deploy at least two (2) leak-proof, thirty (30) gallon trash containers accessible to the public.
3. All mobile sidewalk carts shall be equipped with at least one (1) appropriately sized leak-proof garbage container.

E. Specified Locations of Operation

1. No food vendor may conduct businesses located on City-owned or controlled location unless permitted by the City of Alamogordo.
2. All food vendors shall be located on a paved surface at all times, unless expressly allowed by the City of Alamogordo.

3. All food vendor business activity taking place in the public right-of-way shall be conducted from the curbside of the vehicle at all times, unless expressly approved by the City.
4. No food vendor shall operate in a way that impedes pedestrian or vehicle circulation.
5. Food vendor parking on designated City owned or controlled property will be allowed to operate on a “first come first served” basis within designated vending locations identified by the City of Alamogordo. Parking spaces may be occupied by non-vendors. Designated vending locations will be in effect at all times unless otherwise expressly approved by the City of Alamogordo and/or permitted in conjunction with a special event.

F. Distance Restriction from Restaurants Generally

Food vendors are prohibited from conducting business within two hundred (200) feet of a public entrance of any business which is a licensed or permitted restaurant by the New Mexico Health Department, and the City of Alamogordo during the hours the subject business is open to the public. If a food vendor wishes to operate within the (200) foot threshold, written permission must be granted by the business owner, all food vendors shall keep the written permission on site for review purposes.

G. Distance Restriction from Restaurants during Special Events

During permitted special events, food vendors may not operate within one hundred (100) feet of any business selling the same or similar type products unless written permission is granted by the business.

H. Distance Restriction from Permitted Special Events

Food vendors shall not conduct business within five hundred (500) feet of any City of Alamogordo permitted special event unless the vendor has obtained written permission from the event organizer or permittee.

I. Operating on Private Property

Food vendors shall be prohibited from conducting business on any private property without written permission from the property owner. A copy of the written permission shall be kept in the food vendor unit at all times. The food vendor shall comply if asked to leave the private property by the property owner or a city official.

J. Operating in Residential Zones

Food vendors are prohibited from operating in residentially zoned districts or residential property uses. “Mobile ice cream/dessert vendors” may conduct business within R-1, R-2, and R-3 residential zoned districts from the public right-of-way, while adhering to all other operational regulations of this ordinance.

K. Designated Hours of Operation

1. Sunday through Saturday: 6 a.m. to 10 p.m.
2. Food vendors may operate in designated locations/areas for the duration of designated times of operation and are not required to move during those times.

3. Day and time of operation restrictions shall be in effect for food vendors in all designated vending locations, unless operating in conjunction with special events.
4. In addition to those times listed in (1) of this section, licensed ice cream/dessert vendors may operate from the public right-of-way within the R-1, R-2, and R-3 residential districts Sunday through Saturday, 11 a.m. to a half hour before sunset but no later than 8 p.m. Ice cream/dessert vendors may not conduct business at a location longer than fifteen (15) continuous minutes in residential zoned districts, meaning the vendor must move not less than two hundred fifty (250) feet every fifteen (15) minutes.
5. Food vendors may operate at a special events during approved hours of the event.

DONE this _____ day of _____, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

The background of the slide features a serene sunset scene over a body of water. A vibrant rainbow arches across the sky, transitioning from yellow and orange on the left to deep blue on the right. The water below is dark blue with gentle ripples. The text is centered and rendered in a white, bold, serif font with a subtle drop shadow.

FOOD VENDOR ORDINANCE No. 1606

DECEMBER 3, 2019

FOOD VENDOR ORDINANCE 17-11 *cont.*

I am before you tonight asking you to vote “YES” on a new publication of Ordinance No. 1606 titled “Food Vendor”.

Months Back I was tasked with putting together an Ordinance that would encompass everything to do with food vendors. As I researched other communities, had countless meeting with the City Clerk, and our Legal Department, this “Food Vendor Ordinance” is what we found to be a good fit for the City of Alamogordo.

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

- ☐ Why this Food Vendor Ordinance is needed,
- ☐ How this one ordinance cleans up other ordinances,
- ☐ How this one ordinance makes food vending less confusing for city staff and our businesses community, and
- ☐ Have a good understanding of this ordinance and what is in it.

FOOD VENDOR ORDINANCE 17-11 *cont.*

Why is this “Food Vendor Ordinance” needed?

Currently the City of Alamogordo does not have a Food Vendor Ordinance that covers everything to do with food vending whether it be;

- ☐ *Ice Cream Trucks*
- ☐ *Mobile Food Trucks*
- ☐ *Mobile Food Trailers*
- ☐ *Mobile Sidewalk Carts*
- ☐ *Temporary Farm Stands*
- ☐ *Temporary Food Booths, etc.*

With the adoption of this ordinance, the city will have a one stop shop when it comes to “Food Vending” making things less confusing for city staff and our business community.

FOOD VENDOR ORDINANCE 17-11 *cont.*

So the big question... how this one ordinance cleans up other ordinances?

- 1. If you would refer to 3-01-070 titled “Permitted Activities of your attachment, you will see that paragraph 4 regarding the sale of food and beverages will be struck from that ordinance.**
- 2. Referring to 17-01A-050 titled “License fees for certain businesses, route food vendors will be changed to Food Vendors, and**
- 3. Again referring to 29-01-086 titled “Farmers Market”, this entire ordinance will be appealed due to it being covered in the newly drafted ordinance in greater detail. In addition, the \$70.00 per year permit fee will be changed to \$35.00 standardizing the fees across the board promoting a business friendly environment.**

FOOD VENDOR ORDINANCE 17-11 *cont.*

How does this new ordinance make things less confusing for city staff and our business community?

If this ordinance is adopted, city staff along with the business community can refer to one ordinance, one location regarding anything to do with food vending. This ordinance goes into great detail explaining the following:

- 1. The purpose of the ordinance,**
- 2. The scope,**
- 3. Gives definitions,**
- 4. Talks about licensing requirements,**
- 5. Talks about special events,**
- 6. Non profits,**
- 7. Farm stand operators, and**
- 8. Goes into detail about the general operating requirements.**

FOOD VENDOR ORDINANCE 17-11 *cont.*

In closing; as we went over the newly drafted Food Vendor Ordinance, I hope that you found it to be informative, giving whom ever reads it detailed information needed to be a food vendor within our City.

Questions?

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 12/30/2019

Report No: 10.

Submitted By: Eric Barraza

Subject: Approve the Resident Parking Only, Mobility Disabled Resident Parking Only, and Commercial Mobility Disabled Parking Only sign locations for the purpose of determining continuance of each location. *(Eric Barraza, Deputy City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Authorize all locations on Exhibit "A" and Exhibit "B" to continue as is. Authorize removal of signs at locations listed on Exhibit "C".

Background:

Sections 24-13-010(e) and (f) of the Alamogordo Code of Ordinances provides for the City Manager to prepare a list of the locations of all Resident Parking Only, Mobility Disabled Resident Parking Only, and Commercial Mobility Disabled Parking only signs in the City and to recommend continuance or discontinuance of each location.

This is compiled annually by the City Clerk's Office and reviewed by the City Manager.

We mailed a letter to every sign holder advising them of our annual review and asking them to respond if they still require the sign. We followed up with a second notice. When we did not receive a response from some of the residents, phone calls were made to each individual who had not responded and went to each residence and attached door hangars to their doors. Every effort was made to contact all addresses.

Every sign listed on Exhibit "A" and Exhibit "B" is still warranted based on the reason the sign was originally granted.

The signs listed on Exhibit "C" are to be removed.

REPORT TO THE CITY COMMISSION
JANUARY 14, 2020

- **November 15, 2019** Mailed first notification letter to each individual. Each letter was addressed to the name on the application as well as 'Current Resident'.
- **December 6, 2019** Mailed second notification letter to each individual who had yet to respond. Each letter was addressed to the name on application as well as 'Current Resident'.
- **December 12, 2019** Phone calls were made to each individual who had yet to respond.
- **December 20, 2019** Deputy City Clerk Eric Barraza drove to each residence that had not responded to give another notice. Door Hangers were placed at each residence stating sign(s) would be removed if no response.

EXHIBIT A – 2020 RESIDENT PARKING ONLY SIGNS

APPROVAL DATE	NAME	LOCATION OF SIGN	WITHIN 500 FT.	NUMBER OF SIGNS	CONTACTED THIS YEAR
2-27-1990	Emil E. Ashe	1303 Mountain View Ave.	AHS	1	✓
2-27-1990	Daniel Ortega	400 Cuba Ave.	AHS	1	✓
2-27-1990	Frank Schaefer & Lauren Wakefield	402 Cuba Ave.	AHS	1	✓
2-27-1990	Roy King	404 Cuba Ave.	AHS	1	✓
2-27-1990	Nathaniel Cates	1310 Mountain View Ave.	AHS	1	✓
2-27-1990	Luis Herrera, Jr.	404 Utah Ave.	AHS	1	✓
2-27-1990	Dorothy Miller	401 Utah Ave.	AHS	1	✓
2-27-1990	Alice Sisneros	400 Utah Ave.	AHS	1	✓
9-27-1991	Alberto Valdez	618 Delaware Ave.	ICC Church	1	✓
2-23-1993	Lawrence Craine	403 Oregon Ave.	Oregon Park & AHS FB Stadium	1	✓
12-8-1998 & 2-9-1999 & 2-12-2013	Jacqueline LaBarre	211 13 th St. 1301 New York Ave. one sign around corner on 13 th 1304 New York Ave. 1308 New York Ave. <u>Mailing Address:</u> <u>1315 New York Ave., Alamogordo</u>	Memories Restaurant	4	✓
1-26-1999	Jeff Rhodes	1407 Oregon Ave.	Oregon School	2	✓
2-23-1999	Teresa Maynez	713 Virginia Ave.	DPS	1	✓
10-12-1999	Dora Bristow	1302 9 th St.	Dr. Taylor's office	1	✓
11-12-2002	Roberto Valdez	610 7 th St.	DPS	1	✓
2-12-2002	Larry & Avelina Monroy	808 Delaware Ave. (Sign placed by City in 1978 because City widened street & took out driveway)	Property has no driveway – located near various businesses & ICC Church	1	✓

APPROVAL DATE	NAME	LOCATION OF SIGN	WITHIN 500 FT.	NUMBER OF SIGNS	CONTACTED THIS YEAR
5-11-2004	Norma Miller	403 Utah Ave. & Mail to: PO Box 1111 Holloman AFB, NM 88330	AHS	1	✓
8-10-2004	Mark Thompson	1005 8 th St.	Father Hay School	1	✓
9-28-2004	Carolyn Louis-Garcia	708 Delaware Ave. <u>Mailing Address:</u> <u>PO Box 695, Alamogordo</u>	ICC Church	1	✓
12-15-2009	Bertha Solis	1307 Charlotte Lane	AHS	1	✓
10-26-2010	Frank Chavez	708 New York Ave.	ICC Church	1	✓
5-17-2011	Joyce Carter	<u>816 4th St.</u>	Sacramento School	1	✓
2-14-2012	Veronica McNeilly	1304 Charlotte Ln.	AHS	1	✓
6-11-1996	Roberta Cull	511 Oregon Ave.	Oregon Park; AHS Football Stadium; City Hall	1	✓
6-28-2005	Alice Jones – Daughter in charge of property.	808 Virginia Ave. <u>Mailing address:</u> <u>5980 US Hwy 54S</u> <u>Unit 3484</u> <u>Alamogordo, NM 88311</u>	Western Bank	1	✓
2-12-2013	Christopher J. Preston	1305 Mountain View (One sign on Utah & one on Mountain View)	AHS	2	✓
6-11-2013	Bruce/Patricia Knee	535 Linda Vista Dr.	NMSBVH	1	✓
11-11-2013	Thomas Lubenau	1503 Wilson Ave.	Washington Park	1	✓
10-10-2014	Corine Rule	1315 Jackson Ave.	Washington Park	1	✓

APPROVAL DATE	NAME	LOCATION OF SIGN	WITHIN 500 FT.	NUMBER OF SIGNS	CONTACTED THIS YEAR
10-17-2014	Charles Thompson	223 Texas St.	C.H.I.N.S.	1	✓
11-18-2014	Josefina Mejia	800 Second Ave.	C.H.I.N.S.	1	✓
11-18-2014	Michael Pate	311 Burnage Lane	Church	2	✓
9/22/2015	Alicia Carabajal	413 Oregon Ave.	Washington Park	1	✓
10/28/2015	Selina Peterson	2310 15 th Street	Westminster Presbyterian Church	1	✓
3-9-1999	Carmen Mainz	1200 Michigan *Sign on 12 th St. – to be removed (12/12/2019) *Sign on Michigan to remain	Memories Restaurant & Chiro. office	2	✓
4/1/2016	Nicole Borsello	804 15 th Street	Westminster Presbyterian Church	1	✓
3/13/2019	Brian Resh	1017 16 th Street	Multiple Churches	1	✓

EXHIBIT B – 2020 COMMERCIAL/MOBILITY PARKING ONLY SIGNS

APPROVAL DATE	NAME	LOCATION OF SIGN	WITHIN 500 FT.	NUMBER OF SIGNS	CONTACTED THIS YEAR
11-4-1996	John Mangum	2409 Yale Ave.	Disabled	1	✓
11-23-1998	Suzanne P. Durko	2327 Union Ave.	Disabled	1	✓
2-10-2004	Dixie Bredy	1109 Ohio Ave.	Disabled	1	✓
9-2-2004	Hortencia Rodriguez	1905 Bellamah Dr.	Disabled	1	✓
5-7-2010	Carol Smith	1604 Bellamah Ave.	Disabled	1	✓
4-1-2013	Edith Armstrong	2500 Tulane Ave.	Disabled	1	✓
1-13-2009	Otero County Administration	1101 New York Ave. Rm. 224 Attn: Eric Arrellano Building & Grounds Super. 575 439-2641	Commercial	2	✓
5-10-2018	Phyllis Michelle Ferris	1804 Pontiac Dr.	Disabled	1	✓

EXHIBIT C – 2020 RESIDENT/MOBILITY/COMMERCIAL SIGNS
TO BE REMOVED

APPROVAL DATE	NAME	LOCATION OF SIGN	WITHIN 500 FT.	NUMBER OF SIGNS	CONTACTED THIS YEAR
6-11-1994	Teresa Weber	323 Maryland Ave. (Does not need anymore)	Corinth Baptist Church	1	✓
8-22-2000	Charlie Price	1212 Michigan Ave. (No Response)	COPE & Chiropractor's Office	1	✓
3-9-1999	Carmen Mainz	1200 Michigan *Sign on 12 th St. – to be removed *Sign on Michigan to remain	Memories Restaurant & Chiro. Office	1	✓

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/2/2020

Report No: 11.

Submitted By: Larry Garner

Subject: Consider, and act upon, approval of new contract between the City and Southwest Disposal for continued solid waste pickup and new fee schedule. *(Larry Garner, Public Works Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Recommend approval of contract with South West Disposal for pickup of Solid Waste for the City of Alamogordo

Background: The Commission approved moving forward on negotiations with South West Disposal at the September 10th meeting. Attached is the negotiated contract for approval.

The City of Alamogordo, New Mexico Agreement for Collection of Solid Waste

This Contract (the "Agreement" or "Contract") is made and entered into this 1st day of February, 2020, by and between the CITY OF ALAMOGORDO, a New Mexico municipal corporation, with its principal offices located at 1376 E. Ninth Street, Alamogordo, Otero County, New Mexico 88310 (the "City") and Waste Connections of New Mexico, Inc., d/b/a SOUTHWEST DISPOSAL, a New Mexico Corporation with its principal offices located at 1350 LaVelle Road, Alamogordo, Otero County, New Mexico 88310 (the "Contractor").

RECITALS:

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and acceptability of which are acknowledged, the parties agree as follows:

1.00 Grant. The City hereby grants to the Contractor the sole and exclusive franchise, license and privilege to engage in the business of collecting from Residential Accounts within the corporate limits of the City. The City does further grant to the Contractor permission to use the public streets, alleys, and easements within the limits of the City for the purpose of collection and disposal of Refuse, subject to the limitations, terms and conditions hereinafter specified and contained in this Contract.

2.00 Definitions:

Bulky Waste: Used and discarded mattresses, furniture and other waste materials other than construction debris, dead animals, white goods or hazardous waste.

City: City of Alamogordo, New Mexico

Commercial Account: Any account not included in the definition of Residential Account

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Container: Receptacle approved by City and provided by Contractor for use in collection of refuse for both residential and commercial units.

Contract Documents: The Agreement for Collection of Solid Waste, the General Specifications and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

Contractor: The person, corporation or partnership performing refuse collection and disposal under contract with the City.

Curbside collection refers to collection from a location within three (3) feet of the curb, pavement, or edge of the nearest street.

Dead Animals: Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site: The Otero/Lincoln Regional Landfill located on Highway 54 approximately 24 miles south of Alamogordo for residential and commercial hauling, or the City of Alamogordo Convenience Center at 200 South Lavelle Road for Bulky Waste and White Goods disposal,

Garbage: Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not limited to, used tin cans and other food containers and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except any matter included in the definition of bulky waste, construction debris, dead animals, white goods, hazardous waste or rubbish.

Household waste means any solid waste including garbage and trash, derived from households including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds and day use recreation areas.

Hazardous waste: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or New Mexico Environmental Improvement Division to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

In Ground Containers: Inground containers are containers where the producer disposes of the residential waste in a container that maintains the waste underground below a tight sealed lid until such time as it is collected by the contractor and where such waste can only be picked up by manual labor removing the container or waste contained within the container and placing the waste into the contractor's vehicle intended for the transportation of said waste to the waste disposal facility.

Non-occupant Producer: Is a producer of refuse due to commercial activity conducted on residential/commercial premises through the conduct of such commercial activity, including, but not limited to lawn maintenance, building maintenance and repair and similar activities. All refuse created by a non-occupant producer performing work at a

residential Account shall be considered as having been produced by a commercial producer and require a commercial account.

Overflow or overflowing solid waste means solid waste of residential customers that is deposited on the ground outside of a solid waste container or excess solid waste that has been piled onto a solid waste container that is already full. All containers must have a lid that closes flush with the body of the container, and any container on which the lid will not close due to excess trash will be considered an overflow container.

Producer: An occupant of a residential/commercial unit who generates refuse.

Refuse: This term shall refer to residential or commercial rubbish, garbage, dead animals, bulky waste and construction debris generated at a residential or commercial unit unless the context otherwise requires.

Residential Refuse: All garbage and rubbish generated by a producer at a residential Account or account.

Residential Account: An account for a dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A residence shall be deemed occupied when water services are being supplied thereto. A condominium dwelling, whether of single or multilevel construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential account, except that each single-family dwelling within any such residential unit shall be billed separately as a residential account. If a condominium or apartment unit consisting of four or less family units have contracted for collection of refuse through a licensed commercial hauler said units shall be exempt from this definition.

Residence or Residential means any house, dwelling, multiunit residence, apartment house, trailer court, assisted living residence or any building put to residential use.

Residential Structure means all structures put to residential use, including Mixed Use Buildings, and City buildings that the City bills for Garbage collection services.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, tree plants, weeds, leaves, dead trees or branches, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, constructions debris, dead animals, garbage and hazardous waste, infectious waste, medical waste, liquid waste, household hazardous waste and toxic waste.

Service Area means the present municipal boundaries of the City of Alamogordo, New Mexico, and shall include any additions thereto by annexation or other legal means.

Special Waste: Those wastes that either cannot or are not usually handled by a packer truck including, but not limited to, hot loads, hazardous waste, asbestos waste, septage/sludge, petroleum waste, construction debris, and demolition waste.

White Goods: Stoves, ranges, refrigerators, water heaters, water tanks, washing machines and similar products, provided that any freon has been removed previously.

Unacceptable Waste means any solid waste that cannot be legally disposed of at a "category 5 landfill" under the New Mexico Solid Waste Act, NMSA 1978, Sections 74- 9- 1, et seq. Unacceptable Waste includes: a) prohibited waste such as hazardous waste, asbestos, biomedical waste, mercury-containing devices, radioactive waste, sludge and liquid waste as defined in Rule part 20.9.2.7, NMAC, b) special waste such as yard trash, and c) bulky waste such as furniture from residential sources with a weight or volume greater than allowed through normal curbside collection methods.

3.00 COLLECTION SERVICES.

3.1 The Contractor shall provide the following collection services to the City:

3.1.1 Residential Collection. Contractor shall provide alley or curbside collection services of Household Waste from each Residential Account biweekly with at least a three (3) day period between each collection. The City retains an option for weekly collection of Household Waste from Residential Account by giving the Contractor notice of such change by sixty (60) days written notice of such election to Contractor on or before January 1, 2020, in which case upon the effective date of the change, the type and size containers for service shall remain the same for customers; and the initial service rates (subject to adjustments per the Agreement) as set forth in Section 7.1 shall be reduced to 87.57% of the Residential Account amount and shall be reduced to 94.22% of the Underground Residential Account amount as set forth in the section respectively. Contractor shall transport all of the Household Waste it collects pursuant to this agreement to the Otero/Lincoln County Regional Landfill.

3.1.2 Bulky Waste, White Goods, and Rubbish. The Contractor shall provide, at no additional charge, separate collection of Bulky Waste, White Goods, and Rubbish on a call-in basis. Contractor may designate locations, either curbside or alley, for the placement by residents of Bulky Waste, White Goods and Rubbish. The Contractor shall be responsible for picking up any Rubbish placed in plastic bags designed for such use with a capacity not in excess 30 gallons and with a weight limitation of 35 pounds, and uncontainerized Bulky Waste securely tied in bundles that does not exceed four (4) feet in length and 35 pounds in weight. The Contractor and the City may by mutual agreement establish other reasonable specifications regulating the size, quality, configuration and placement of Bulky Waste, White Goods and Rubbish eligible for collection. Contractor shall provide a telephone

number during collection hours to accommodate requests for collection of Bulky Waste, White Goods, and Rubbish. A Residential Account may request pickup of such items no more than once every two (2) weeks. If a Residential Account makes such a request more than once during a two (2) week period, removal will be at the requesting party's own cost. The Contractor shall provide the collection of Bulky Waste, White Goods, and Rubbish within fourteen (14) calendar days of such a request. All Bulky Waste, White Goods, and Rubbish shall be delivered to the City Convenience Center for disposal.

3.1.3 Special Collection. Contractor may offer collection services of dead animals, demolition and construction debris, and household hazardous waste from Residential Accounts on a fee-for-service basis. Cost estimates for such collection services shall be provided to the requesting resident at no charge. Disposal of all such waste shall be in accordance with all applicable federal, state or local codes and regulations. The Contractor shall be responsible for billing and collection of payment for all such services.

3.1.4 City-Sponsored Community Events. Contractor shall provide, at no additional charge, two-40 cubic yard roll-off dumpsters for six (6) City-sponsored community events. The waste receptacles shall be delivered and placed at pre-determined locations agreed to by the City and Contractor. If necessary, Contractor shall be responsible for emptying the waste receptacles during the event. Contractor shall transport all of the Municipal Solid Waste it collects pursuant to this Section 3.1.4 of this agreement to the Otero/Lincoln County Regional Landfill and the disposal cost at the landfill shall be paid by the City.

3.1.5 Service to City Facilities. Contractor agrees to collect and dispose of all Municipal Solid Waste at all buildings, parks and other facilities owned by City listed in Exhibit "A", attached hereto and made a part hereof. This service shall not apply to the collection or disposal of any form of solid waste that requires special handling or equipment, or solid waste resulting from natural disasters. The Contractor will be paid for these services in accordance with section 7.00 of this Agreement. Contractor shall transport all of the Municipal Solid Waste it collects pursuant to this Section 3.1.5 of this agreement to the Otero/Lincoln County Regional Landfill and the disposal costs at the landfill shall be paid by the Contractor.

3.1.6 Service to Disabled Customers. The Contractor shall provide curbside or special collection services to Residential Accounts who the City qualifies to receive curbside or special collection service due to a disability. Collection of waste for people with disabilities shall be provided by the Contractor at no extra charge to the customer or to the City. Such service shall be provided to the front door, side yard or back yard, if necessary, depending upon the need and request of the customer. The City will identify Residential Accounts that will receive curbside or special

collection services due to customer's disability or handicap and shall so notify the Contractor. The City shall verify the list with the Contractor annually. For purposes of determining who qualifies for this special service the parties agree that proof of a physical disability shall be by means of a notarized medical certification and further certification that such household does not have any other able-bodied adults in occupancy.

3.1.7 Commercial Collection. Contractor may provide for regular and special collection from commercial accounts within the City. Contractor shall be responsible for collecting all charges associated with commercial collection services.

3.2 Location of Collection Containers. Where alleys are available and accessible, Collection Containers shall be placed within the alley right-of-way and situated to allow for normal and unimpeded travel through the alley. Where alleys do not exist, are un-accessible, or the City and the Contractor have mutually determined that alley collection is not feasible, moveable Polycart containers shall be provided for Curbside Collection. For Curbside Collection, residents shall be required to place the container a minimum of six (6) feet from any mailbox, parked vehicle or any other obstacles, including other waste containers, with the opening facing the street or the center of the alley. Contractor may decline to collect any container not so placed. Any disagreements over correct placement of containers for collection will be determined by the City in accordance with the requirements of this Agreement. The City's decision shall be final and binding. If construction work is being performed in the street or alley, Collection Containers shall be placed at a location that allows for access by the collection vehicle. Contractor may decline to collect any container not so placed. Contractor will use reasonable efforts to leave the Collection Container in an upright position with the lids closed. The Collection Containers shall at all times remain the property of Contractor. Any Collection Container damaged by the Contractor will be replaced by the Contractor within five (5) Business Days at no cost to the Residential Account, provided however it shall be the responsibility of the Residential Account to properly use and safeguard the Contractor's Collection Containers.

4.00 GENERAL PERFORMANCE REQUIREMENTS FOR COLLECTION SERVICES AND SERVICE EXPECTATIONS.

4.1 Notification of Improper Set-Outs. The Contractor will be responsible for clearly communicating to a Residential Account, through tagging or other means approved by the City, any legitimate ground for refusal to provide Collection Services for any Household Waste placed by the Residential Account for Collection. Such legitimate grounds are not limited to the failure of the Residential Account to (i) timely place for Collection any Household Waste at the Designated Collection Location in accordance with this Contract, (ii) the placement of Unacceptable Waste in the Collection Container, (iii) improper placement for Curbside Collection, or (iv) placement of Household Waste outside of a Collection Container.

4.2 Spillage. The Contractor shall pick up any material scattered or spilled during collection and clean up the area affected within twenty-four (24) hours of notification of the incident. The Contractor shall immediately, or within one (1) hour of notification, commence cleanup of any hydraulic, transmission, or other oil spill, or commence cleanup of any spillage which creates a hazardous condition (such as a spillage involving glass).

4.3 Missed and Make-up Collections. Should the Contractor fail to make collections on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection within twenty-four (24) hours of notification of the missed required collection by either the Customer or the City.

4.4 Unacceptable Waste. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Account or Customer. Title to Unacceptable Waste shall at all times remain with the generator of such Unacceptable Waste regardless of whether the Unacceptable Waste is loaded or unloaded. Contractor shall, however, notify the Residential Account or Customer of the reasons for rejection of the Waste. Further, the Contractor shall not be required to collect or accept any: a) liquid wastes; b) hazardous or toxic wastes as defined by any statutes, rules or regulations of the New Mexico Environment Department or the Environmental Protection Agency of the United States; c) household wastes, which are defined as wastes, which due to their quantity or concentration, physical, chemical or other characteristics pose a substantial or potential hazard to human health or the environment when improperly stored, treated, disposed or otherwise managed; or d) infectious or medical wastes which are defined as wastes which contain pathogens which can cause disease in humans or animals.

4.5 Overloads or overflows. The 300 - 450-gallon containers shall not be filled with more than 500 pounds of waste. The 90 - 110 gallon polycarts shall not be filled with more than 200 pounds of waste. If either size of container exceeds the specified weight, it shall be deemed to be an overload. Contractor shall collect all overloads or overflows. Charges for collecting any overloads or overflows shall be billed to the City monthly with its normal monthly billing together with a list of the locations of the overloads or overflows. Any waste spilled while emptying an overfilled or overflowed container shall be completely and immediately cleaned up by the Contractor.

4.6 Due Care. The Contractor shall exercise due care and caution in providing the Collection Services so that the City's public and private property, including streets and parking areas, will be protected and preserved. Subject to 4.8 below, Contractor shall be required to repair and/or correct any damage to private or City property occasioned by its operations or equipment. Prompt repair normally shall be deemed to be accomplished within three (3) working days after the damage is brought to the attention of the Contractor or its representatives. In cases where such damage creates a safety or security hazard, Contractor shall make temporary repairs immediately.

4.7 Hauling. The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all Household Waste, Rubbish, Bulky Waste, or White Goods, shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. If any Household Waste, Rubbish, Bulky Waste, or White Goods are spilled during Collection, or any spillage or leakage occurs, including but not limited to, spillage or leakage of hydraulic and other fluids from the Collection Vehicle or materials, the Contractor shall promptly cleanup all spilled materials. Each Collection Vehicle shall carry all necessary equipment at all times for this purpose.

4.8 Non-Liability for Surface and Subterranean Damage. The Contractor shall not be liable for any surface or subterranean damage done by its trucks including but not limited to damage to sidewalks, septic tanks, sewer lines, other underground utilities, unless the Contractor's truck is operated in other than the City streets and alleyways or the route required service to specially placed containers. During the term of this Agreement, the City shall maintain the alleyways in a reasonable graded condition. The Contractor is not exempted from liability that results from the lack of maintenance to vehicles or other equipment operated by the contractor or for environmental damage caused by the same.

5.00 TITLE TO WASTE. The Contractor shall hold title and ownership of Household Waste once placed in the designated Collection Container by the Residential Account. Notwithstanding the above, title to Unacceptable Waste shall not pass to the Contractor.

6.00 COLLECTION OPERATIONS

6.1. Contractor Representations and Warranties. The Contractor represents and warrants to the City as follows:

6.1.1 Organization and Qualification. The Contractor is duly incorporated, validly existing and in good standing under the laws of the state of New Mexico and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.

6.1.2 Authority: (i) The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it and to perform the obligations of Contractor under this Contract in accordance with its terms; and (ii) this Contract has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.

6.1.3 Government Authorizations and Consents. The Contractor has or will obtain prior to the commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Contract.

6.1.4 Compliance With Laws. The Contractor is not in violation of any

applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the state of New Mexico, or its ability to perform its obligations under this Contract.

6.1.5 Accuracy of Information. None of the representations or warranties in this Contract, and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

6.1.6 Independent Examination. In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions, facilities and properties affecting the performance of this Contract and of the quantity and expense of labor, equipment, material needed, and of applicable taxes, permits, and laws. The Contractor affirms that within the Collection Area it is aware of the present placement of collection Containers for Garbage. The Contractor represents and warrants that it is capable of continuing to collect these Containers from their present locations.

6.2 Customer List. On the effective date of this Agreement, the City shall prepare a Customer List based on the City's list of Residential Accounts paying for water service which identifies each Residential Account entitled to receive Residential Collection Service from the Contractor (the "Customer List"). Thereafter, the City shall provide an electronic list containing the addresses of any Residential Account where Collection Services need to be discontinued, commenced or recommenced. The Contractor shall work with the City to ensure that the Customer List is accurate at all times. The parties shall promptly notify each other if they identify any Residential Customer that should be added or deleted from the Customer List. The City shall revise its Customer List in January of each year.

6.2.1 Schedule of Collection. Hours of Operation. Collection of Household Waste shall not start before 7 a.m. or continue after 7 p.m. on the same day. Exceptions to collection hours may be permitted by mutual agreement of the City and Contractor, or when unusual or unforeseen circumstances requires collection services to extend beyond 7 p.m. Contractor may request that the City grant a variance to these normal hours of operations when special or unforeseen incidents occur. The City may allow or deny, in whole or in part, such a request.

6.2.2 Holidays. The Contractor shall not be required to perform Collection Services or maintain office hours on Holidays. Should the Contractor decide to observe any Holiday, the decision to do so will not relieve the Contractor of its obligation to provide Collection Services twice per week. It shall be the responsibility of the Contractor to provide all affected Customers with a written notice of the change. The

notice shall be delivered at least (2) weeks prior to such change. Running a timely announcement in the local paper shall suffice as one means of written notice hereunder.

6.2.3 Collection Routes. Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. Contractor shall publish in the Alamogordo Daily News at its own expense at least once annually a map of its collection routes and schedules. The published map shall be of such size to clearly show all pertinent information. The Contractor may, from time to time, propose changes to routes or days of collection, subject to approval by the City, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Contractor promptly shall give written or published notice to the affected residents. Notice can be sent directly to the residents or included in the resident's monthly billing statement. If requested, the Contractor shall provide an electronic version of its route map and collection schedule to the City for posting on City's website.

6.3 Contractor's Office. Contractor shall maintain an office within in the City an office with local telephone service and such staff as needed to take care of complaints, requests for missed collections, and other coordination with City staff. The office shall be open and available for calls, at minimum, at any time when the Contractor is performing services under the agreement in the City. The office shall contain at least two telephone lines listed to a local or toll-free number listed under the Contractor's name in the City's local telephone directory. The Contractor shall always provide at least one trained customer service representative to be on duty in the office that the office is required to be open, to handle complaints and calls for service. The office shall have the ability to communicate with personnel in the field. Any voice mail messages left during normal business hours shall be returned by the Contractor's office staff, management and/or supervisors within sixty (60) minutes falling within normal business hours.

6.4 Personnel Requirements

6.4.1 Qualified Personnel. There shall be no limitation on the size of the Contractor's collection crew so long as they are sufficient to fulfill the requirements of this Agreement. Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the Collection Services in a safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of Collection Vehicles and must have in effect a valid Commercial Driver's License, of the appropriate class, issued by the State of New Mexico. The Contractor's employees shall be attired in a manner that is professional and as neat and clean as circumstances permit.

6.4.2 Employee Decorum. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measures. If Contractor has received directly or the City has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

6.4.3 Safety. The Contractor shall provide and maintain all sanitary and safety accommodations for the use and protection of its employees as may be necessary to provide for their health and welfare and comply with federal, state, and local codes and regulations, as well as those of other bodies and tribunals having jurisdiction.

6.5 Equipment and Containers.

6.5.1 Collection Equipment. The Contractor, at its sole cost and expense, shall provide an adequate number of vehicles, equipment, machines, and labor (the "Equipment"), which are reasonably necessary to collect, and transport Household Waste from Residential Accounts serviced by the Contractor in accordance with this Contract. Contractor shall further, at its sole cost and expense, have standby equipment available to regularly complete the daily routes in the event of equipment failure or excessive volumes of collection, which it is obligated to collect and transport in connection with this Agreement. All vehicles and other equipment shall be kept in good repair, free of oil leaks, free from leaking solid waste compartments, clean appearance and in sanitary condition acceptable to the City. Each vehicle operated by Contractor shall have clearly visible on each side the identity and locally listed telephone number of the Contractor. Collection vehicles shall not be parked on City streets overnight except in the case of an emergency. In the event of equipment breakdown, it shall be repaired promptly. If the equipment cannot be repaired promptly, sufficient backup equipment shall be obtained to maintain continuous service. All solid waste collection vehicles, including, substitute vehicles, shall comply with the regulations and licensing of the New Mexico Department of Transportation and New Mexico Environmental Department, and with applicable local ordinances governing weight and size for the street that must be traveled.

6.5.2 Collection Containers. The Contractor, at its sole cost and expense, shall provide suitable, durable containers for collection of refuse at their cost. Where alleys are available, containers normally shall be of the fixed type with a capacity of 300 to 450 gallons. Contractor shall be responsible for keeping all 300 - 450-gallon containers in a reasonably clean and sanitary condition and shall wash or exchange the container as often as necessary to maintain reasonably good appearance, sanitary

condition and adequate fly control. Where alleys do not exist, or where such containers are not practicable, Contractor, at its sole cost and expense, shall provide 90-110 gallon polycarts for Curbside Collection. Contractor shall not be required to clean the 90-110 gallon polycarts. Instead, it will be the responsibility of Residential Accounts utilizing the 90-110 gallon polycarts to clean the container. Contractor shall notify the City if a Residential Account fails to keep the container in a clean, neat, and sanitary condition. Contractor shall not be responsible for any loss, fire damage, or other damage or destruction caused by a Residential Account's negligence or negligent use of any such container.

6.5.3 Container Repair and Replacement. The Contractor shall be responsible for picking up any Containers in need of repair (for whatever reason) and delivering replacement Containers within five (5) business days of notification by the City. The Contractor and the City shall attempt to jointly determine the cause of any container damage. The City will charge any customer for any repair or replacement of any 90-110 gallon polycarts due to damage beyond ordinary wear and tear attributable to the customer. In the event the Contractor is required to replace more than three (3%) percent of the 300 - 450 gallon containers during any Contract Year, such cost will be considered under Section 7.5.4 as a basis for an additional rate adjustment.

6.5.4 Ownership of Equipment. All vehicles, facilities, equipment, and property used in the performance of this Contract shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

6.5.5 Use of Equipment: At the end of the contract term if it is not renewed with this Contractor, or if this Contract is terminated by either party for breach, pursuant to Section 18.1 of the agreement, City shall have the right to use Contractor's four automated sideload residential collection trucks and 96 and 300 gallon residential containers in place for a period not to exceed one hundred eighty (180) days to permit the City time to purchase equipment or locate a new contractor to provide solid municipal waste collection within the City. In such event, the City shall insure the equipment for its reasonable fair market value; shall carry General Liability coverage in the amount shown in Section 14 specifically naming Contractor as either primarily covered or as an additional insured; shall compensate the Contractor with payments to be made no less than monthly in advance for the use of such equipment with a return on the fair market value of the equipment calculated based on the return on equity for Contractor's parent company, Waste Connections, Inc. as published in its last public Annual Report; shall during any such period of use of the Contractor's trucks timely perform (and provide proof of same) of all of Contractor's (Waste Connections, Inc.'s) required preventative maintenance (PMs) as scheduled; and shall return all such equipment to Contractor's facility in Alamogordo in the condition in which it took the equipment less reasonable wear and

tear.

6.6 Point of Contact. All dealings and contacts between the Contractor and the City shall be directed by the Contractor to the City Manager or his designee and by the City Manager or his designee to the Contractor.

6.7 Complaints. All complaints shall be handled directly by the Contractor. Each complaint shall be given prompt and courteous attention and shall be resolved within twenty-four (24) hours of receiving the complaint when received during normal business hours. The City will refer to the Contractor any service complaints of which the City becomes aware that are not reported directly to the Contractor. Contractor will be responsible for maintaining a log of all complaints received and will provide the City with a copy of the log on a monthly basis. Logs shall be submitted to the City by the 10th calendar day of each month. Failure to submit or the untimely submittal of the log will delay the payment of monthly invoices until receipt and will subject the Contractor to the imposition of a penalty. The log will contain at least the following information:

- Customer name and service address; Date and time of initial call;
- Date and time of any follow up call(s);
- Type of service complaint; and
- Action taken to satisfy request or resolve complaint.

Failure to remedy the cause of valid complaint shall subject the Contractor to a penalty and may be considered a breach of the contract.

6.8 Service Disputes. The Contractor will designate a representative to adjudicate customer service disputes. At the City's request, the representative will join the City Manager in meeting with an aggrieved customer within twenty-four (24) hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, container placement, and/or any other issue related to collection services. The City will attempt to mediate and, if necessary, decide the issue, taking into consideration safety of the customer and the Contractor as well as the convenience of the customer and the efficient operation of the Contractor. The decision of the City shall be final and binding.

7.00 PAYMENT AND ADJUSTMENTS TO RATES

7.1 Service Fees. The initial service rate per Residential Account to be paid as a Service Fee to Contractor by the City for the Collection Services shall be \$10.54 per Residential Account per month. For collection and disposal services required for in ground containers to be performed by Contractor the charges shall be \$22.23 per Underground Residential Account. The initial service rate per overload or overflow to be paid as a Service Fee to Contractor by the City shall be \$51.9308 per overload or overflow. If a Residential Account receives Additional Collection Service whether on a one time or on a regular basis, the Customer shall be charged an additional fee for the additional service. In

such cases, the fees for such Additional Service to be paid to the Contractor shall be in accordance with the Rates to be mutually agreed between the parties prior to the commencement of the Additional Collection Service and the billing shall be directly between the Contractor and such Residential customer. All Residential Account Service Fees shall include all Contractor costs required to meet the obligations of this Contract, excluding tipping fees. Fees for other types of special service as described in Section 3.1.3 shall be as negotiated between the Contractor and the Producer. Service Fees to the City will be invoiced and calculated as provided in section 7.3 below.

7.2 City Facilities. The service rate for collection services required to be performed pursuant to Section 3.1.5 (Service to City Facilities) shall be the rates set forth in Exhibit "B", attached hereto and made a part hereof, and shall be subject to adjustment in accordance with Section 7.5 (Adjustments to Service Fee).

7.3 Invoicing. Prior to the effective date of this Contract, the City will provide the Contractor with an electronic list containing the total number of Residential Accounts receiving Collection Services within the Service Area ("Initial Unit Count"). Without additional fees or payments, the Contractor shall cooperate with the City in completing the Initial Unit Count and shall provide that electronic stored information in the Contractor's possession or control that is or may be helpful to City in compiling the Initial Unit Count. Thereafter, each month, no later than the fifth (5th) day of each calendar month, the City shall provide an electronic list containing any changes to the Initial Unit Count. No later than the tenth (10th) day of each calendar month, the Contractor shall submit to the City a statement of the Service Fees and Service Fee Adjustments the Contractor believes to be due and owing to Contractor for Collection Services rendered by the Contractor during the previous calendar month (the "Statement of Service Fees").

7.4 Payment/Disputed Fees. Within ten (10) days of receipt of the Statement of Service Fees issued by the Contractor, the City shall notify the Contractor of any dispute it may have with respect to the Contractor's Statement of Service Fees. Subject to any withholdings permitted by this contract, the City shall pay the Contractor any amounts due under the terms of this Agreement within thirty (30) days following the receipt of the Statement of Service Fees. Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the customer for such service.

7.5 Adjustments to Service Fee. The Service Fee shall be adjusted for increases in the CPI-U (as provided in section 7.5.2 below), and increases due to Other Service Fee Adjustments (as provided in section 7.5.4 below) (collectively "Service Fee Adjustments").

7.5.1. Payment of Adjustments to Service Fees. The Service Fee Adjustments shall be calculated annually by the Contractor and submitted to the City on or before January 1 of each Contract Year commencing January 1, 2020 ("Service Fee Adjustment Notice"). The Service Fee Adjustment for consumer price index under 7.5.2 below, shall be based on the 12-month period from October 1 – September 30 of each year during the Term ("Base Year"). The Service Fee Adjustments (except for those under 7.5.4 which will be effective as of the date approved) will be

included in all payments of the Service Fee commencing January 1 of the year following the year in which the Adjustment Notice is submitted to the City, commencing January 1, 2013 ("Service Fee Adjustment Date"). Service Fee Adjustments for any Renewal Term will be made in the same way.

7.5.2 Service Fee CPI-U Adjustment. Compensation payable to the Contractor for collection services shall be adjusted upward annually to reflect 100% of the change in the consumer price index for All Urban Consumers-All Items Index, 1982-1984 equals 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics (CPI-U). Beginning on January 1, 2021 and on each January 1st thereafter, the rates shall be adjusted to reflect the increase, if any, in the CPI-U for the twelve (12) month period of October through September, but such CPI adjustment shall not be greater than three and a half percent (3.5%) per annum without a specific showing that Contractor's costs have exceeded three and a half percent (3.5%).

7.5.3 Other Service Fee Adjustments for Extraordinary Circumstances. At the same time the Contractor submits its Service Fee Adjustment pursuant to Section 7.5.1. or anytime during the term of the Agreement (provided, however, that Contractor may not request more than two (2) adjustments due to extraordinary circumstances per Operating Year), the Contractor may petition the City for any additional rate adjustments on the basis of the following extraordinary circumstances: (i) any changes in existing, or adoption of new, federal, state, local or administrative laws, rules or regulations that result in an increase in Contractor's costs, including but not limited to the imposition or application of new or the increase to existing governmental, regulatory or administrative taxes or fees; (ii) a significant (greater than ten (10) percent) decrease in the number of units (in either Residential collection or service to City Facilities) serviced; (iii) an adjustment allowed under Paragraph 6.6.3 of this Agreement; and (iv) a change in location of the Disposal Site or an increase of Disposal Site fees. Contractor's application for an extraordinary rate adjustment shall include a statement of the amount of the requested rate adjustment, the basis therefore, and all financial and other records on which Contractor relies for its claim that Contractor's costs have increased. The City shall have the right, as a condition for its approval, to demand inspections by itself or through an independent auditor, of pertinent records that demonstrate the need for such rate adjustment. The City shall promptly consider such petition and the City Council may grant Contractor's requested rate adjustment or, based on the information presented, increase Contractor's rates in amounts differing from Contractor's request. The City shall not be obligated to approve any such increase or to increase it out of the normal sequence of the annual rate adjustment provided in paragraph 7.5.1 above. In the event of either a refusal to grant such extraordinary Service Fee Adjustment allowable hereunder as requested, or the delay of the implementation of such approval until the Service Fee Adjustment Date, the Contractor shall have the option of giving the City one hundred eighty (180) days' notice of cancellation of this

Agreement.

7.6 Billing Services. The City shall submit statements to and collect from all Residential Accounts for Collection Services provided by the Contractor plus all applicable fees and taxes. Contractor shall provide the City with all necessary information with which to accurately bill customers for services provided. The Contractor shall submit statements to and collect from all residential accounts for any Special Services provided pursuant to Section 3.1.3. The Contractor shall submit statements to and collect from all Commercial Accounts.

7.7 Penalties. The City shall have the right to assess the penalties listed below in this section against the Contractor for various violations of the Contract provisions. The City may deduct the following penalties from the monthly payment for the service delivery omissions or acts as described below. Performance Fees will be reasonably applied and may be appealed using the procedures outlined below. The individual deductions for Performance Fees will be documented and will be applied with consideration of the specific circumstances and related events as well as the Contractor's overall performance, including the Contractor's efforts to mitigate impacts of the omission or act.

The City has the right, but not obligation, to assess following penalties:

- Failure to collect waste from a residential within 24 hours after notification by resident or City of a missed collection day.
Penalty: \$200.00/day per residential Account to a maximum penalty equal to 5% of Contractor's monthly charges.
- Failure to respond to a complaint received during normal business hours within 24 hours of receipt (verbal or written).
Penalty: \$200.00/occurrence.
- Failure to supply the City with a written report of complaint resolutions.
Penalty: \$200.00/occurrence.
- Failure to provide a replacement container or container for an added residential Account within five (5) days from notification by the resident or City.
Penalty: \$200.00/day per residential Account
- Repetition of complaints on a route after notification by the City or the customer of spilling, non-collection, crossing planted area, thrown containers, containers blocking driveway, containers in street, leaving trash in container or similar violations.
Penalty: \$200.00/occurrence
- Failure to collect White Goods, Bulky Waste or Rubbish within 24 hours following notification of missed pickup from resident or City.
Penalty: \$200.00/occurrence.
- Collection of solid waste before 7:00 a.m. or after 7:00 p.m. when permission to do so was not granted by the City.
Penalty: \$200.00/occurrence.

- Failure to secure and prevent any leakage of fluids or littering of materials from any collection equipment or vehicle.
Penalty: \$200.00/occurrence.

7.7.1 Appeal. Contractor, within ten days of receiving a notice of an assessment of a penalty, shall have the right to request an informal hearing with the City Manager. Upon receipt of a timely request, the City Manager shall arrange an informal conference with the Contractor to afford it an opportunity to present any evidence or argument it may have regarding the penalty. The City Manager shall have the authority to waive the penalty if he concludes the penalty is not owed. Within seven (7) days after the conference, the City Manager shall give written notice to the Contractor of his final decision. In cases in which no waiver is granted, the Contractor shall have fifteen (15) calendar days from the date the notice is mailed to appeal the City Manager's decision to the Alamogordo City Commission for a final decision. The decision of the City Commission shall be final and binding. If, pursuant to said appeal, payment of the penalty is ordered, the City may deduct the penalty from the next monthly payment due Contractor.

7.8 Audit of Service Records. Contractor shall maintain appropriate Service records in accordance with industry standards and shall make such Service records available to the City during reasonable business hours after not less than two (2) business days' (i.e., Monday through Friday) notice from the City or its designee requesting access to same. . City shall have the right, at reasonable times and in a reasonable manner, to inspect Contractor's books, documents and records for adequate accounting methods and contract compliance. City also may require that an independent, certified audit of Contractor's operations be performed from time to time. Any such audits required by City shall be at City's expense if the last prior audit was less than one year earlier; otherwise, the audit costs shall be borne by Contractor

8.00 CONTRACT PERIOD AND RENEWAL. The Contract shall be for a seven (7) year period beginning on the effective date of the Contract and ending seven (7) years thereafter. The initial seven (7) year term of this Contract automatically shall be extended for one successive additional one (1) year term, unless the City notifies the other party in writing, at least sixty (60) days prior to the expiration of the initial seven (7) year term, of its intention not to extend this Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

9.00 COMPLIANCE WITH LAWS. The Contractor shall conduct operations under this contract in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including traffic laws, whether now in effect or adopted or amended hereafter. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. Failure to comply with applicable federal, state and local laws, ordinances, rules and regulations,

including traffic laws, including the provisions of the ADA, shall be a material breach of, and grounds for the termination of, this Contract.

10.00 EFFECTIVE DATE. This Contract shall be effective upon execution of the Contract and performance of such Contract shall begin on the first day of January 1, 2020.

11.00 NON-DISCRIMINATION. The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, disability or national origin.

12.00 INDEMNITY. The Contractor shall indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees incident to any work done in the performance of this Contract arising out of a willful misconduct or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that the Contractor shall not be liable for any suits, proceedings, claims, demands, damage expenses and attorney's fees arising out of willful or negligent act or omission of the City, its officers, agents, servants and employees.

13.00 LICENSES AND TAXES. The Contractor shall obtain and maintain all applicable licenses and permits required by federal, state or local agencies (other than the license and permit granted by this Contract) and shall promptly pay all federal, state and local taxes when due.

14.00 INSURANCE.

14.1 *Limits of Liability.* For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Worker's Compensation	Statutory, and in accordance with the Worker's Compensation Act of the State of New Mexico.
Employer's Liability	\$1,000,000 each accident \$1,000,000 each employee \$1,000,000 disease-aggregate
General Liability	\$2,000,000 general aggregate \$2,000,000 products-comp/or aggregate \$1,000,000 personal & adv. injury \$1,000,000 each occurrence \$1,000,000 fire damage
Automobile Liability	\$1,000,000 combined single limit (any auto) or in amounts as required by the New Mexico Tort Claims Act as it may be amended from time to time.

14.2 Coverage following Termination of Agreement: Except for Worker's Compensation insurance, Contractor shall maintain the above coverage for claims arising during the existence of this Contract and any extensions but not made until the twelve-month period following the termination or expiration of the Contract. Nothing contained in this provision shall relieve Contractor of its financial security obligation under any applicable federal, state and local laws and regulations.

15.00 PERFORMANCE AND PAYMENT BOND/LETTER OF CREDIT.

15.1 Prior to the commencement of work under this Agreement the Contractor will furnish and thereafter maintain during the term of this Agreement either a *Letter of Credit* or a corporate *Surety Bond* as security for the performance of this Contract and for the benefit of Contractor's creditors pursuant to this Agreement. Said surety bond or letter of credit must be in the amount of one hundred thousand dollars (\$100,000) and must remain in effect for the first two (2) years of the term of this Contract.

15.2 Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

15.3 If a surety bond is used the surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of New Mexico and acceptable to the City. If a letter of credit is used the bank issuing the letter of credit shall be a bank authorized to do business in the State of New Mexico and acceptable to the City.

15.4 The attorney-in-fact who signs the bond or letter of credit must file a certificate and effectively dated copy of their power of attorney.

16.00 TRANSFERABILITY OF CONTRACT. No assignment or subcontract of this contract shall be made in whole or in part by the Contractor without the express written consent of the City. In the event of any assignment, the assignee shall assume the liability of the Contractor. The City expressly consents to a transfer of the stock of the Contractor to a holding company owned by one or more of the current shareholders of the Contractor and the City expressly consents to the assignment of the right to receive proceeds under this Contract to a financial institution which finances Contractor's equipment or furnishes working capital to the Contractor.

17.00 EXCLUSIVE CONTRACT FOR RESIDENTIAL SERVICE. The Contractor shall have the sole and exclusive franchise, license and privilege to provide Household Waste collection services, and Rubbish, Bulky Waste, and White Goods collection services within the corporate limits of the City of Alamogordo and as specified by the City at the designated Disposal Site.

18.00 BREACH AND TERMINATION FOR CAUSE

18.1. Breach. Either party may terminate this Contract for cause when the other party has breached any provision and fails to cure the breach within a ten-day period following written notice and demand to cure. Breach includes, but is not limited to, failure to make required payments and remittances; failure to provide required service, equipment and facilities; failure to maintain required insurance and bonds; failure to enforce Ordinances and failure to comply with applicable laws, regulatory requirements and operating procedures.

18.2 Pecuniary Offset Permitted. Notwithstanding any other rights or actions, the breaching party may have, which rights or actions are reserved to the parties, the non-breaching party may withhold otherwise required remittances and may cover the costs incurred as a result of such breach from the amounts so withheld. In that event, a strict accounting shall be rendered in writing to the other party within thirty (30) days.

18.3 Right of Self Help. In the event of any breach of a provision of this Agreement, which has not been cured within fifteen days after notice of such breach, the non-defaulting party may cure such breach and shall have the right to collect or offset any costs incurred in effecting such cure.

19.00 PUBLIC NOTIFICATIONS. The City shall, within the constraints of the City's billing system, include with its billing statements such "Notices" as Contractor, at its expense, shall furnish to the City on a timely basis to give information concerning Holiday collection schedules, recycling information, and/or other items relevant to Contractor's scope of operation.

20.00 NON-WAIVER OF POWERS. Nothing in this Agreement shall be taken or held to imply the relinquishment or waiver by the City of its powers to regulate the collection, removal or disposal of municipal solid waste nor delegate its authority to provide for the safety, health and welfare of the public. Further, nothing contained in this Agreement shall constitute, or be construed as constituting, any waiver of any rule, regulation or ordinance heretofore adopted by the City, nor its right to make such charges and amendments of all such rules, regulations or ordinances which the City may, from time to time, deem advisable and necessary for the protection of the public health and general welfare of its citizens.

21.00 MISCELLANEOUS PROVISIONS.

21.1 Integration and Amendments. This Agreement constitutes the full and entire understanding of the parties in relation to the subject matter herein and shall not be amended except by a written instrument executed by both parties hereto.

21.2 Applicable Law. The law of the State of New Mexico and the ordinances of the City of Alamogordo, New Mexico shall govern this agreement and the Contractor agrees, in the conduct of providing service under this Agreement, to comply with all applicable Federal and State and City regulations, ordinances and laws.

21.3 Force Majeure. Neither Party shall be liable for failure to perform their duties nor for any resultant damage or loss if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the party who fails to perform.

21.4 Partial Invalidity. In the event any provision or portion of this Agreement shall be found invalid or unenforceable, this Agreement shall be reformed in accordance with applicable law excluding such invalid or unenforceable provision(s), but any such partial invalidity shall not affect the validity and enforceability of any such provision or portion of the Agreement unless the purpose of the Agreement is rendered impossible.

21.5 Venue. Venue for any action brought under this Agreement shall be Otero County, New Mexico.

21.6 Notices. Any notices required to be given under this Agreement shall be given to:

The City of Alamogordo
c/o City Clerk
1376 East Ninth Street
Alamogordo, New Mexico 88310

If to the Contractor:

Waste Connections of New Mexico, Inc.
d/b/a Southwest Disposal Corporation
1350 LaVelle Road
Alamogordo, New Mexico 88310
Attention: District Manager

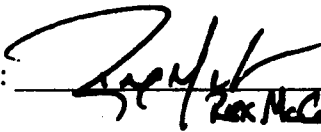
With copy to:

Divisional Vice President
Southwestern Division
5539 El Paso Drive
El Paso, TX 79905

or to such other addresses as the parties may designate to each other in writing from time to time.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives on the day and year first above written.

WASTE CONNECTIONS OF NEW MEXICO, INC.
d/b/a SOUTHWEST DISPOSAL

By: 
Rex McCarty, District Manager

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: 
Brian Cesar, City Manager



Rachel Hughs, City Clerk

APPROVED AS TO FORM:


Petria Bengoechea, City Attorney

EXHIBIT "A"

PRICE PROPOSAL

Residential Services

Description	Estimated Quantity	Number of Pickups Per Week DESCRIPTION	Unit Cost	Extended Monthly Charge
Municipal Residential (Includes Service to Handicapped)	10,984	2	\$ 10.54	\$ 115,771.36
In-Ground Cans (65-Gallon)	44	2	\$ 22.23	\$ 978.12
Municipal Commercial Roll-Off Container - Delivery	1	1	\$ 50.00	\$ 50.00
Municipal Commercial Roll-Off Container - Pull	1	1	\$ 217.78	\$ 217.78
TOTAL ESTIMATED PRICE:				\$ 117,017.26

Point of Service Listing of City-Owned Facilities

Location No.	Facility Location	Number of Units	Size	Number of Pickups Per Week DESCRIPTION	Unit Cost	Extended Monthly Charge
1	Cemetery - 1590 First St.	1	3 YD	1	\$ 24.33	\$ 105.36
2	Airport - 3500 Airport Rd.	1	6 YD	1	\$ 30.86	\$ 133.64

3	City Hall – 9th St. & Oregon Ave.	1	4 YD	3	\$ 63.81	\$ 276.33
4	Maint. Yard - 2600 N. Florida Ave.	1	2 YD	2	\$ 30.59	\$ 132.47
5	Maint. Yard - 2600 N. Florida Ave.	1	3YD	2	\$ 37.84	\$ 163.86
6	Maint. Yard - 2600 N. Florida Ave.	1	4 YD	2	\$ 43.82	\$ 189.75
6	Maint. Yard - 2600 N. Florida Ave.	1	6 YD	2	\$ 56.49	\$ 244.61
7	Zoo - 1021 White Sands Blvd.	1	2 YD	1	\$ 16.99	\$ 73.56
8	Zoo - 1021 White Sands Blvd.	2	6 YD	2	\$ 112.98	\$ 489.21
9	Civic Center - 800 First St.	1	8 YD	1	\$ 38.60	\$ 167.12
10	Golf Course - 2351 Hamilton Rd.	1	6 YD	2	\$ 56.49	\$ 244.61
11	Fire Station #7 - Indian Wells at Oregon	1	3 YD	1	\$ 20.66	\$ 89.47
12	Tennis Courts - Oregon Ave.	1	3 YD	1	\$ 20.66	\$ 89.47
13	Recreation Center - 1200 Oregon Ave.	1	2 YD	2	\$ 30.59	\$ 132.47
14	Senior Center - 2201 Puerto Rico Ave.	1	6 YD	3	\$ 81.77	\$ 354.08
15	Walker Ball Field - Walker Rd.	2	4 YD	3	\$ 127.64	\$ 552.68
16	Fire Station #2, Walker Rd. at Hwy. 70	1	CART	2	\$ 4.26	\$ 18.45
17	Animal Shelter - 2910 N. Florida Ave.	1	4 YD W/ LOCKS	1	\$ 26.58	\$ 115.08
17	Animal Shelter - 2910 N. Florida Ave.	1	6 YD	1	\$ 38.78	\$ 167.93
18	DPS Central Station - 700 Virginia Ave.	1	6 YD	2	\$ 81.77	\$ 354.08
19	Hobby Park – N. Florida Ave.	3	4 YD	1	\$ 72.96	\$ 315.90
20	Kids Kingdom - Oregon Ave.	2	2 YD	1	\$ 39.62	\$ 171.57
21	Fire Station #4 – 3310 10th St.	1	CART	2	\$ 4.26	\$ 18.45
22	Washington Park - First St. & Washington Ave.	1	2 YD	1	\$ 16.99	\$ 73.56

22	Washington Park - First St. & Washington Ave.	1	6 YD W/ LOCKS	1	\$ 33.69	\$ 145.86
23	City Library – 920 Oregon Ave.	1	3 YD	2	\$ 37.84	\$ 163.86
24	Desert Foothills Park - First St.	1	3 YD	1	\$ 20.66	\$ 89.48
25	Alta Vista Housing	4	6 YD	2	\$ 244.62	\$ 1,059.20
26	Avenida Amigos Housing	10	2 YD	2	\$ 305.94	\$ 1,324.71
27	Avenida Amigos Housing	6	6 YD	2	\$ 388.94	\$ 1,467.63
28	Alameda Park - 1021 White Sands Blvd.	10	200 GL	2	\$ 244.62	\$ 1,059.80
29	Fireman's Park - Oregon Ave.	1	6 YD	1	\$ 30.86	\$ 133.64
30	Fire Station #5 - 1492 S. Florida Ave.	1	3 YD	1	\$ 20.66	\$ 89.47
31	Fire Station #6 - 3100 N. Florida Ave.	1	CART	2	\$ 4.26	\$ 18.45
	Convenience Center & City Shops	Varies	Roll-Off	N/A		
32	Price per Pull	N/A	N/A	N/A	\$ 217.78	\$
33	Charge per swap out	N/A	N/A	N/A	\$ 72.88	\$
	TOTAL BID PRICE:					\$ 10,225.80

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
WASTE CONNECTIONS OF NEW MEXICO, INC.**

The undersigned, being the sole director of Waste Connections of New Mexico, Inc. a Delaware corporation hereby consents to the following actions and adopts the following resolutions:

WHEREAS, the Company's sole director wishes to authorize the Company's employee listed below to perform certain administrative tasks on behalf of the company.

BE IT RESOLVED, that Rex McCourt District General Manager of the Company, be and he hereby is, authorized to execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the City of Alamogordo, New Mexico agreement for collection of Solid Waste by and between the City of Alamogordo, New Mexico and the Company, and that any such action taken to date involving the above is hereby ratified and approved.

IN WITNESS OF, the undersigned sole director of Waste Connections of New Mexico Inc. has duly executed this Written Consent in The Woodlands, Texas on the date set forth opposite his name.

Dated: December 16, 2019



Worthing F. Jackman, Director

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/2/2020

Report No: 12.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, approval of Memorandum of Understanding between the New Mexico Library Foundation and the City of Alamogordo Public Library for a STEM program grant in the amount of \$4,018.50. (*Sharon Rowe, Library Manager*)

Fiscal Impact: \$4,018.50

Amount Budgeted: \$0.00

Fund: 024

Additional Fiscal Impact: Grant funding awarded in the amount of \$4,018.50.

Recommendation: Approval Memorandum of Understanding.

Background: The Alamogordo Public Library applied for and received a STEM Innovation Grant from the New Mexico Library Foundation in the amount of \$4,018.50. The library is to use the funds to purchase materials for the STEM Outreach project kits, along with related instructional items. The library will conduct STEM programs with area schools, at after school organizations such as the Boys and Girls Club, Alamogordo Family Rec Center, and the library. Additionally, project kits will be available for circulation.

MEMORANDUM OF UNDERSTANDING

Between the New Mexico Library Foundation (“the Foundation”) and the City of Alamogordo Public Library (“the Grantee”)

1. Introduction. The Foundation received a grant proposal from the **City of Alamogordo Public Library** and has approved a grant of **\$4018.50**. This Memorandum of Understanding (MOU) reflects the Foundation’s “Guidelines” and the Grantee’s proposal and is intended to clarify the duties and responsibilities of the parties. The MOU assures the Foundation’s contributors and trustees, the IRS, and the NM Attorney General that the funds are used for the grant’s purposes.
2. Identification of project and contact persons. The title of the project is STEM Outreach, as described in the grant application received on **November 27, 2019**. The Grantee’s contact person is **Ami Jones**. The Foundation’s contact person is the current Grants Administrator, **Alyssa Russo**. The STEM Innovation Grant’s principal goal is to support librarian visits to four classes/organizations to present a series of STEM lessons and provide students with take-home activity kits, along with 3-4 circulating library activity kits.
3. Foundation oversight committee. NMLF Grants Administrator, **Alyssa Russo**, will ensure a smooth relationship between the Foundation and the Grantee and in addition will manage routine administrative functions for the grant.
4. Disbursement schedule. Upon agreement to the MOU by both parties, the Foundation will disburse a check for **\$4018.50** to the Grantee or alternative fiscal agent acting on behalf of the Grantee.
5. Record keeping. The Foundation may request a review of receipts and/or invoices for purchases made with grant funds. If grant funds are not used as described and outlined in the grant application, the Foundation may require a refund of grant funds.
6. Reporting criteria. The Grantee may provide a brief description of proposed purchases. Records of purchases will be collected, collated and provided as requested by the Foundation board. A Final Report is required as described in section 7 below.
7. Final Report criteria. The Grantee will provide an outcomes evaluation report on the effectiveness of the grant in fulfilling the objectives of the Grantee’s project. This report will aid the Foundation in determining the effectiveness of its grantmaking procedures. **The final report is due on 1/31/2021**. A download link for the Final Report is available at the bottom of this page link, <http://www.nm-lf.org/grants/stem-innovation-grant>. The following are some of the key issues that might be considered by the Grantee’s contact person in preparing the Final Report:
 - Describe in detail how the project’s objectives were met
 - Submit pictures of the project (pictures can include images of patrons using the items, displays, and/or events)
 - Submit samples of documents you used and promotional materials.
8. Acknowledgment of Foundation grant. The Grantee is expected to acknowledge Foundation support of the project in all publicity and program materials.
9. Limitations. The Grantee is advised that certain limitations apply to Foundation grants as stated in the Grant Guidelines at <http://www.nm-lf.org/grants/stem-innovation-grant>. The Grantee accepted these limitations in submitting the grant proposal and agrees to these limitations that relate to non-discrimination, funding of ongoing operations, and restrictions on use of funds for political purposes.
10. Resolution of disputes. In the event that there is a dispute associated with this grant, the matter shall be resolved by joint discussions. Failing resolution, the two parties will each appoint a disinterested representative who will meet to resolve the dispute. Each party will bear its own costs associated with this process.

On behalf of the City of Alamogordo Public Library, I agree to the above conditions.

Print name of grant requestor

Signature_____

Date:_____

Print name of person with financial authority

Signature_____

Date:_____

The check for this grant should be issued to:

Institution Name _____

Full Mailing Address

On behalf of the New Mexico Library Foundation, I, the New Mexico Library Foundation Board Chair, agree to the above conditions.

Norice Lee, New Mexico Library Foundation Board Chair

Signature _____ Date: _____

From: [NM Library Foundation Grants](#)
To: [Deborah Osborne](#); [Ami Jones](#)
Subject: Re: STEM grant application - City of Alamogordo
Date: Monday, December 16, 2019 10:42:57 AM
Attachments: [MOU_Alamogordo_STEM2019.docx](#)
[Grant Final Report template.docx](#)

Hello Debbie and Ami,

Congratulations, the New Mexico Library Foundation board of trustees is pleased to inform you that the STEM Innovation Grant application you submitted on November 27, 2019 has been accepted for funding at the level of \$4,018.50. The grant has been given to the City of Alamogordo Public Library to purchase materials for the STEM Outreach project kits, along with related instructional items.

As per the Foundation's guidelines, receiving the grant funding is contingent upon receiving a signed Memorandum of Understanding (MOU) that is acceptable to both parties. Attached you will find an MOU outlining the specific funding allocation based on your grant request.

The MOU includes a description of the project and the amount of funds allocated to your project. If the project changes significantly and/or if funds need to be allocated for different uses, please contact the Foundation board immediately at: grants@nm-lf.org.

Please read and review the attached MOU. If the MOU is acceptable to you, follow the instructions below.

1. On page 2 sign the MOU in the first signature block and have an administrator with financial authority sign in the second signature block. Complete the address block on page 2.
2. **Make note that page 3 is reserved for the NMLF Board Chair.**
3. When you have the two signature blocks and the address block for your library completed on page 2, scan the MOU and send the signed MOU as a pdf email attachment to grants@nm-lf.org by January 31, 2020. Upon receiving the signed MOU, the Foundation will issue a check for the grant amount (however, I will not be checking email Dec. 19 - Jan. 6 so we may be a little delayed if you return the MOU quickly -- thanks for your patience!).

Notice in the MOU that your final report due date is **January 31, 2021**. Also attached below is an NMLF Final Report Form. Please keep this file with your NMLF grant records. On or before the final report due date complete the form send it as an email attachment to grants@nm-lf.org by January 31, 2021.

Please contact me if you have any questions. We look forward to your response and wish you all the best with your library project.

Sincerely,
Alyssa Russo,
NMLF Grants Administrator

On Wed, Nov 27, 2019 at 3:11 PM Deborah Osborne <dosborne@ci.alamogordo.nm.us> wrote:

Hello Alyssa,

Thank you very much for letting me know.

Debbie

From: NM Library Foundation Grants <grants@nm-lf.org>

Sent: Wednesday, November 27, 2019 2:40:48 PM

To: Deborah Osborne <dosborne@ci.alamogordo.nm.us>

Subject: Re: STEM grant application - City of Alamogordo

Hello Deborah,

I received your completed NMLF STEM Innovation grant application. The board of trustees will meet on Friday, December 13th to review applications and I will be in touch with all applicants to communicate the board's decision the following week.

Happy Thanksgiving!
Alyssa
NMLF, Grants Administrator

On Wed, Nov 27, 2019 at 2:10 PM Deborah Osborne <dosborne@ci.alamogordo.nm.us> wrote:

Good afternoon,

The City of Alamogordo Public Library is respectfully submitting the attached grant application and supporting documents in response to the New Mexico Library Foundation STEM Innovation Grant solicitation. Thank you for this opportunity to apply for funding to further STEM education.

We appreciate your consideration of our application. Please contact me if you have any questions or need further information.

Happy Thanksgiving!

Debbie

Debbie Osborne

Grant Coordinator

City of Alamogordo

1376 E. Ninth Street

Alamogordo, NM 88310

Phone: (575) 439-4257

dosborne@ci.alamogordo.nm.us

"I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel." - Maya Angelou

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AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/3/2020

Report No: 13.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, acceptance of a Library Census Equity Fund grant in the amount of \$2,000 from the American Library Association to support 2020 Census work. (*Sharon Rowe, Library Manager*)

Fiscal Impact: \$2,000.00

Amount Budgeted: \$0.00

Fund: 024

Additional Fiscal Impact: Grant funding received in the amount of \$2,000.00.

Recommendation: Accept grant award from American Library Association.

Background: The Alamogordo Public Library applied for and received a grant from the American Library Association to support 2020 Census work in the amount of \$2,000. The library will use the funds to purchase electronics such as cell phones and/or tablets to secure hot spots or access internet services in remote areas. Historically, these areas have a poor census response and a potential to be undercounted. There is both a lack of internet service and an inability to use the internet. Events will be held in these areas where residents could meet to learn about the census and have access to complete it on-line. We expect that these methods could dramatically improve the 2020 Census results.

From: [Sharon Rowe](#)
To: [Deborah Osborne](#)
Subject: FW: Congratulations! Library Census Equity Fund
Date: Wednesday, December 18, 2019 3:03:08 PM
Attachments: [ACH ENROLLMENT FORM.pdf](#)

Thank you! I will let you know when the announcement is released tomorrow.

Sharon

From: Gavin Baker [mailto:gbaker@alawash.org]
Sent: Wednesday, December 18, 2019 2:57 PM
To: Gavin Baker <gbaker@alawash.org>
Cc: Sara Kamal <tkamal@alawash.org>
Subject: Congratulations! Library Census Equity Fund

Hello,

Congratulations! The Library Census Equity Fund selection committee has selected your library's application for a \$2,000 mini-grant to support the activities described in your proposal.

Announcement

Tomorrow, the American Library Association will announce the libraries selected. Please **do not** share this information publicly prior to ALA's announcement.

We will send you a link to the announcement tomorrow. *After* ALA's announcement has been made, you are encouraged to publicize that you were selected for the grant. We will share draft materials that you can use in your own publicity.

Documents

So we can process payment, please send these documents to alawash@alawash.org:

- A completed [IRS Form W-9](#) for your library
 - *Tip:* For Line 3, most grantees will check "Other" and write in the appropriate description, e.g. "municipality," "501(c)(3) nonprofit organization," etc., as the case may be. Check with your tax or legal advisor.
- A completed ACH form (attached) if you want the funds sent electronically

Again, send those documents to alawash@alawash.org (you don't need to copy me on that email!).

Allow a few weeks for processing after you have sent the documents. I would expect grantees to receive the funds by late January if the documents are provided promptly.

Conditions

As a reminder, you agreed to the conditions below when submitting your application:

- Undertake the described activities or other eligible activities, beginning no later than April 1, 2020, and activities will be completed no later than April 30, 2020.
- NOT use any of the funds for lobbying activities (as described in 26 U.S.C. § 501), to intervene in any election, to support or oppose any political party or candidate for public office, or to carry on a voter registration drive.
- Offer the supported activities free of cost to the user/audience.
- Submit a short report of activity no later than May 15, 2020. (*We will provide details about this in the new year.*)
- Permit the American Library Association to share information from the application or report of activity, including in publicity.
- Promptly notify Gavin Baker at gbaker@alawash.org if the library becomes unable to complete the described activities or other eligible activities.

We will follow up with additional information. Congratulations again!

Gavin Baker, MSLIS
Deputy Director, Public Policy & Government Relations
American Library Association
gbaker@alawash.org
(202) 628-8410

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 12/12/2019

Report No: 14.

Submitted By: Jim Talbert

Subject: Consider, and act upon, FAA/State grant agreement application for the replacement of the Airport AWOS (Automated Weather Observation System). *(Jim Talbert, Airport Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Maximum total \$150,000 in the airport budget, FAA amount \$135,000, State \$15,000 and City \$15,000. City amount is in the airport budget.

Recommendation: Approve the request to apply for the grant.

Background: The Airport AWOS has exceeded its usefulness. Over the past few years parts have been cannibalized from other AWOS to keep ours operational. To keep costs at a minimum my plan is to replace each component, essentially resulting in a completely new system. The City's share of this cost has already been budgeted and I will be applying for a Grant from the FAA and State at a ratio of 90% FAA, 5% State and 5% City. The city match will be a maximum of \$7,500.

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date

Jan 3, 2020

Project Location

ALM - ALAMOGORDO MUNICIPAL AIRPORT

Sponsor

ALAMOGORDO, CITY OF

Address

1376 EAST 9TH ST

City

ALAMOGORDO

NM

Zip Code

88310

The Sponsor must print and mail (3) three copies all with original signatures to:

**NMDOT - AVIATION DIVISION
3501 ACCESS RD. C
ALBUQUERQUE, NM 87106**

Participation

FAA

Funding Breakdown

90-5-5

Contract No. _____

Project No.

ALM-20-01

Vendor No.

0000054303-5

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

INSTALL WEATHER REPORTING EQUIPMENT - REHAB AWOS - DESIGN AND CONSTRUCT

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 7,390	\$ 7,390	\$ 133,012	\$ 147,792

2. The Sponsor Shall:

- Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- Provide a representative from its organization who shall serve as the single point of contact for the Department.
- Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- Be responsible for all design and pre-construction activities.
- Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed 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 Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department 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.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's 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 funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department 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 complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on 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 Department 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.

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

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. 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 Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

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

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) 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) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. 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.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (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.
- d. 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.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish 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.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility 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.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. 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.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, 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, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties 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.

14. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. 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.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name: Daniel R. Moran
Title: Finance & Administrative Manager

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
Office: (505) 244-1788 ext. 9112
Fax: (505) 244-1790
E-mail: dan.moran@state.nm.us

Name	JAMES TALBERT		
Title	AIRPORT MANAGER		
Sponsor	ALAMOGORDO, CITY OF		
Address	1376 EAST 9TH ST		
City	ALAMOGORDO	NM	Zip Code 88310
Office Phone	+1 (575) 439-4110	Fax	
E-Mail	jtairportmanager@ci.alamogordo.nm.us		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

SPONSOR

Print Name: Brian Cesar

By: [Signature]

Date: 1/7/2020

Title: City Manager

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/3/2020

Report No: 15.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, Application No. 1145747 a Winegrower 1st Off-Site Location Liquor License with on Premises Consumption and Package Sales with Patio Service located at 1223 N. New York Ave, Alamogordo, New Mexico to David L. Wickham DBA TV Wine Bar and Tap Room. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Application No. 1145747.

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, December 8, 2019 and Sunday, December 29, 2019. These publications meet the State regulations of publishing a notice twice prior to the hearing.

On November 26, 2019, the state granted the City a waiver of hearing to be outside the required 45 days due to next Commission meeting date following the 30 day publication. Please see the attached email from the State.

The applicant, David L. Wickham of 23 Coyote Canyon Rd, Tularosa, NM 88352 DBA TV Wine Bar and Tap Room, Application No. 1145747/Master License 6035 is seeking a Winegrower 1st Off-Site Location Liquor License with on Premises Consumption and Package Sales with Patio Service located at 1223 N. New York Ave, Alamogordo, NM 88310.

On December 11, 2019, the City Clerk's office received one comment from the public, when the Public Hearing was sent out:

"Will be unable to attend. Would like to in put my personal feeling. We are getting too many alcohol ventures. We need businesses that are not focused on alcohol. I see many each day driving after drinking. Can we please focus on some more non alcoholic vebtures, please." See attached email.



**New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL**

PO Box 25101 • Santa Fe, New Mexico 87504-5101
Phone (505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/abc

November 19, 2019

Certified Mail No.: 9171 9690 0935 0155 2451 48

Michelle Lujan Grisham
Governor

Marguerite Salazar
Superintendent

Andrew Vallejos
Director

City of Alamogordo
Rachel Hughs
1376 East Ninth Street
Alamogordo, NM 88310

RECEIVED

NOV 22 2019

CITY CLERK

RE: Lic. No. /Appl. No.: Application No. 1145747 | Master License 6035
Name of Applicant: David L. Wickham
Doing Business As: TV Wine Bar and Tap Room
Proposed Location: 1223 N. New York Avenue, Alamogordo, NM 88310

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

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 **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur 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 & Gaming Division;
- (C)** The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

THE APPLICANT IS SEEKING A WINEGROWER 1ST OFF-SITE LOCATION LIQUOR LICENSE WITH ON PREMISES CONSUMPTION AND PACKAGE SALES WITH PAIO SERVICE.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. 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 issue 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, noting disapproval*).

Respectfully,



Charmaine Martinez, Hearing Officer
New Mexico Regulation & Licensing Dept.
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: charmaine.martinez2@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement



New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1 Revised 10/16
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

AGD USE ONLY: Payment | Application Fee \$ 700.00 Received on: 9/17/2019 Receipt No. 2225116
License Fee \$ _____ Received on: _____ Receipt No. _____
Application # 1145747 Local Option District: Alamogordo

WINEGROWER LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

Check appropriate boxes:

Application is for: ☐ New License ☒ Off-Site Location – 1st, 2nd, 3rd Master License No. 6035

Applicant is: ☒ Individual ☐ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT: (Company or Individual)

TELEPHONE NUMBER

David L. Wickham dba Tularosa Vineyards

575-585-2260

EMAIL ADDRESS (required): wine@nmex.com

MAILING ADDRESS: 23 Coyote Canyon Road, Tularosa, NM 88352

D/B/A Name to be used: TV Wine Bar and Tap room Business Phone #: 575-585-2260

Physical location where license is to be used: (Include street number / highway number / state road, city, county, state, and zip code)
1223 N. New York Avenue, Alamogordo, NM 88310

Are alcoholic beverages currently being dispensed at the proposed location? ☒ Yes ☒ No If Yes, License # /Type: _____

Agent/Contact Person: David L. Wickham Phone#: 575-430-6016 Email: wine@nmex.com

I, (print name) David L. Wickham, as (title) Owner

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 before a Notary Public.

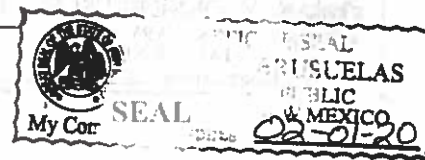
Signature of Applicant: [Signature] Date: 09/06/2019

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Otero)

SUBSCRIBED AND SWORN TO before me this 6th day of September, 2019

By: David Wickham Notary Public: Yvonne Kusuelas

My Commission Expires: 02-01-20



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Town, Village

Public Hearing held on _____, 20____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

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

- ☐ Owned by Applicant, copy of deed/document attached ☒ Leased by Applicant, copy of lease/document attached
☐ Other (provide details): _____

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

A. Owner(s): **Alondra Properties LLC Crossbow Trail, Alamogordo, NM 88310**

B. Date and Term of Lease: **August 9, 2019**

3. Premises location is Zoned (example C-1, see Zoning Statement): C-3

☒ **Zoning Statement attached**, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: 1st Baptist Church Miles/feet: .3 miles

Address/location of Church: 1100 michigan Street, Alamogordo, NM 88310

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

Name of School: Del Sol School Miles/feet: .6 miles

Address/location of School: 1200 N. Florida Avenue, Alamogordo, NM 88310

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

Name of Military Installation, ^{circle one:} Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),
Miles: 9.3 miles Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☐ Restaurant ☐ Racetrack

☐ Small Brewer ☐ Craft Distiller ☐ Winery ☐ Wholesaler

☒ Other (specify): Winegrower 1st Off. Site Location

*NOTE: 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.



City of Alamogordo



CD-025-2019

August 23, 2019

Tularosa Vineyards
23 Coyote Road
Tularosa, NM 88352

Attn: David L. Wickham

RE: Zoning: **1223 New York Ave.**
Legal Description: ALAMO BLOCKS BLK 52 LT 11, LT 12 N 1/2,
Alamogordo, Otero, New Mexico
Map Code 01N4055094113052 & Account # R011106

To Whom It May Concern,

At your request, we have researched our records and determined the zoning classification of that certain real property, which has the street address **1223 New York Ave.** within the corporate boundaries of the City of Alamogordo, New Mexico. This is written, in accordance with the provisions of Section 2-01-030(j) and Section 29-01-010 of the Code of Ordinances of the City of Alamogordo, New Mexico, to provide a Certificate of Zoning Classification regarding the Property.

The property at **1223 New York Ave.** is within the **C-3 Business District** per the City of Alamogordo Zoning Map, which does not prohibit the sale of alcoholic beverages. Alamogordo Municipal Code Chapter 29, Zoning, allows wineries and commercial businesses within this district.

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

Sincerely,

Stella Rael, CZO
City Planner
Community Development Department,
City of Alamogordo
1376 E Ninth St.
Alamogordo, NM 88310-5938
(575) 439-4220 ext. 4208; Fax: (575) 439-4343
srael@ci.alamogordo.nm.us

RECEIVE

SEP 17 2019

ALCOHOLIC BEVERAGE CON



City of Alamogordo

OFFICE OF THE CITY CLERK
1376 E. Ninth Street • Alamogordo, New Mexico 88310 •
(575) 439-4100 Fax (575) 439-4396

December 10, 2019

VIA CERTIFIED MAIL

David L. Wickham
TV Wine Bar and Tap Room
23 Coyote Canyon Rd
Tularosa, NM 88352

Re: Application No. 1145747/Master License 6035

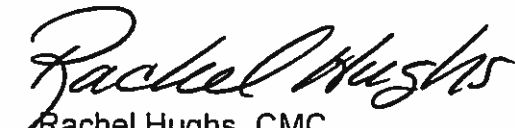
Mr. Wickham,

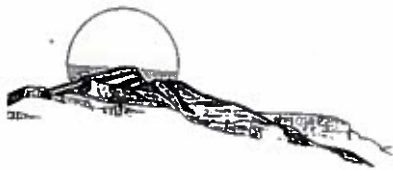
The City of Alamogordo will hold a Public Hearing on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant TV Wine Bar and Tap Room Application No. 1145747/Master License 6035 a Winegrower 1st Off-Site Location Liquor License with on Premises Consumption and Package Sales with Patio Service located at 1223 N. New York Ave, Alamogordo, NM 88310 to David L. Wickham of 23 Coyote Canyon Rd, Tularosa, NM 88352.

The Public Hearing will be during the Commission meeting on January 14, 2020 at 6:00 pm at the Commission Chambers located at City Hall, 1376 E. Ninth Street in Alamogordo, New Mexico, 88310.

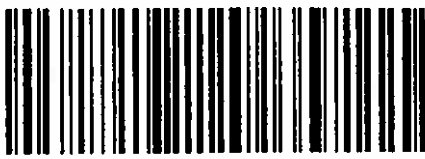
If you have any questions, you may contact me at (575) 439-4100 or by email rhughs@ci.alamogordo.nm.us

Sincerely,


Rachel Hughs, CMC,
City Clerk



City of Alamogordo
1376 E. NINTH STREET
GORDO, NEW MEXICO 88310-5938



7006 3450 0001 8876 9305

Hasler

FIRST CLASS MAIL

12/10/2019

US POSTAGE

\$004.00



ZIP 88310
01E11672725

David L. Wickham
TV Wine Bar and Tap Room
23 Coyote Canyon Rd
Tularosa, NM 88352

7006 3450 0001 8876 9305

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.00

Postmark
Here

David L. Wickham
TV Wine Bar and Tap Room
23 Coyote Canyon Rd
Tularosa, NM 88352

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David L. Wickham
TV Wine Bar and Tap Room
23 Coyote Canyon Rd
Tularosa, NM 88352

COMPLETE THIS SECTION ON DELIVERY

A. Signature [Signature] ☐ Agent ☒ Addressee
B. Received by (Printed Name) DAVID WICKHAM C. Date of Delivery 12/12/09
D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. A 7006 3450 0001 8876 9305

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Alamogordo City Commission will hold a PUBLIC HEARING on Tuesday, January 14, 2020 at 6:00 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 TV Wine Bar and Tap Room Application No. 1145747/ Master License 6035 a Winegrower 1st Off-Site Location Liquor License with on Premises Consumption and Package Sales with Patio Service located at 1223 N. New York Ave, Alamogordo, NM 88310 to David L. Wickham of 23 Coyote Canyon Rd, Tularosa, NM 88352.

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

Date: 12/4/2019
City of Alamogordo, New Mexico
By: Rachel Hughs, City Clerk
#3933949, Daily News, Dec. 8 & 29, 2019

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Alamogordo City Commission will hold a PUBLIC HEARING on Tuesday, January 14, 2020 at 6:00 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 TV Wine Bar and Tap Room Application No. 1145747/ Master License 6035 a Winegrower 1st Off-Site Location Liquor License with on Premises Consumption and Package Sales with Patio Service located at 1223 N. New York Ave, Alamogordo, NM 88310 to David L. Wickham of 23 Coyote Canyon Rd, Tularosa, NM 88352.

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

Date: 12/4/2019
City of Alamogordo, New Mexico
By: Rachel Hughs, City Clerk
#3933949, Daily News, Dec. 8 & 29, 2019



NOTICE OF PUBLIC HEARING

The Alamogordo City Commission
will hold a PUBLIC HEARING on:

**TUESDAY, January 14, 2020 at 6:00 pm
during their regular Commission Meeting at
City Hall in the
Commission Chambers
1376 E. Ninth St.
Alamogordo, New Mexico**

The purpose of this Hearing is on the question of whether or not the Alcohol and Gaming Division of the State of New Mexico should grant **TV Wine Bar and Tap Room Application No. 1145747/Master License 6035 a Winegrower 1st Off-Site Location Liquor License with on Premises Consumption and Package Sales with Patio Service located at 1223 N. New York Ave, Alamogordo, NM 88310** to David L. Wickham of 23 Coyote Canyon Rd, Tularosa, NM 88352.

The public may speak and submit comments during said Public Hearing. Inquiries regarding this Public Hearing should be directed to the City Clerk's office at City Hall.

Date: December 10, 2019
City of Alamogordo, New Mexico
By: Rachel Hughs, City Clerk

From: [Lopez, Debra, RLD](#)
To: [Koroneos-Martinez, Charmaine, RLD](#); [Vallejos, Andrew, RLD](#); [Rachel Hughs](#)
Subject: RE: TV Wine Bar and Tap Room
Date: Tuesday, November 26, 2019 10:49:22 AM

Ms. Hughs,

Your request for waiver, as outlined below, is hereby granted. Please let me know if I can be of further assistance.

*Debra A. Lopez
PO Box 25101
2550 Cerrillos Road
Santa Fe, NM 87504-5101
(505) 476-4551*

From: Koroneos-Martinez, Charmaine, RLD <Charmaine.Martinez2@state.nm.us>
Sent: Tuesday, November 26, 2019 9:43 AM
To: Vallejos, Andrew, RLD <Andrew.Vallejos@state.nm.us>; Lopez, Debra, RLD <Debra.Lopez@state.nm.us>
Subject: FW: TV Wine Bar and Tap Room
Importance: High

Please see request below. Thank you.

From: Rachel Hughs [<mailto:rhughs@ci.alamogordo.nm.us>]
Sent: Friday, November 22, 2019 3:21 PM
To: Koroneos-Martinez, Charmaine, RLD <Charmaine.Martinez2@state.nm.us>
Cc: Eric Barraza <ebarraza@ci.alamogordo.nm.us>
Subject: [EXT] RE: TV Wine Bar and Tap Room
Importance: High

Also, we would have to put it in the newspaper after December 3, 2019 because the Commission will be taking action on changing the time of Commission meetings for 2020, therefore we have to wait for publication. We would still be able to bring the application on Janury14, 2020.

*Rachel Hughs, CMC
City Clerk
1376 E Ninth St
Alamogordo NM
(575) 439-4100*

From: Rachel Hughs

Sent: Friday, November 22, 2019 2:56 PM

To: Charmaine.Martinez2@state.nm.us

Subject: TV Wine Bar and Tap Room

Importance: High

Good afternoon Charmain,

I just received the attached application for TV Wine Bar and Tap Room. The 45 required days will land on January 7th and the 30 days will be December 30th, therefore the Commission meeting following will be January 14, 2020, making our dates be out of compliance. Please advise if the day of January 14th to bring this before the Commission is acceptable.

Thank you,

Rachel Hughes, CMC

City Clerk

1376 E Ninth St

Alamogordo NM

(575) 439-4100

From: [Elise Haley](#)
To: [Rachel Hughs](#)
Subject: Re: Notice of Public Hearing for TV Wine Bar and Tap Room
Date: Wednesday, December 11, 2019 10:13:04 AM

Will be unable to attend. Would like to in put my personal feeling. We are getting too many alcohol ventures. We need businesses that are not focused on alcohol. I see many each day driving after drinking. Can we please focus on some more non alcoholic vebtures, please.
Elise Haley

On Tue, Dec 10, 2019, 3:19 PM Rachel Hughs <rhughs@ci.alamogordo.nm.us> wrote:

Good afternoon,

Attached is a notice of Public Hearing at be held during the Commission Meeting of January 14, 2020 at 6 pm, for a Liquor License.

Have a great evening,

Rachel Hughs, CMC

City Clerk

1376 E Ninth St

Alamogordo NM

(575) 439-4100

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/6/2020

Report No: 16.

Submitted By: Bob Johnson

Subject: Consider, and act upon, approval of Change Order no. 5, Public Works Bid no. 2017-009, to Smithco Construction, Inc. related to the Bonito Lake Restoration project in an amount not to exceed \$2,544,065.03, including NMGR. *(Bob Johnson, Engineering Manager and Rob Richardson, PE, Bohannon Huston, Inc.)*

Fiscal Impact: \$2,544,065.03
Amount Budgeted: \$14,681,996.00
Fund: 081-0008-461.60-79 PW1501

Additional Fiscal Impact: Unencumbered budget balance remaining - \$10,748,276.70.

Funds received to date plus COA match less expenses to date - \$2,630,953.70.

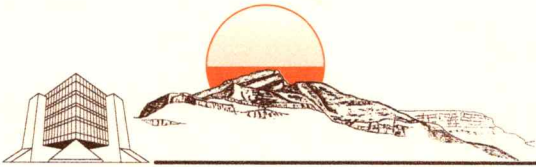
Recommendation: Approve the Change Order.

Background: Recently, FEMA denied funding of the contractor's request for a change order that would have increased the unit price of both the base bid and bid alternate debris removal bid items of 247,000 cubic yards and 334,000 cubic yards, respectively to a unit price that reflects actual costs. The City is appealing FEMA's decision; however, that process will take approximately four months.

This Change Order incorporates (1) the removal of an additional 78,000 cubic yards of material from the lake-bed at a revised unit price of \$29.33 per cubic yard, (2) extended traffic control mandated by NMDOT for an additional four months at a previously established rate of \$1,188.18 per month, and (3) budgets for the current force account balance. This interim measure will allow the contractor to continue current work efforts while the FEMA appeal is in process without having to demobilize, resulting in undue costs for remobilization.

Funding of the Change Order is limited to the disbursements already received from both FEMA and DHSEM plus the City's required 12.5% match, less the funds that have been expended to date.

Regardless of the outcome of the City's appeal, staff will bring the remainder of the bid alternate debris removal (approximately 256,000 cubic yards) back to Commission for further consideration.



City of Alamogordo



Engineering Dept. • 1376 East Ninth St. • Alamogordo, NM 88310 • (575) 439-4235, X3 • FAX (575) 439-4343

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 5

BONITO LAKE RESTORATION

PUBLIC WORKS PROJECT NO. 2017-009

DATE: JANUARY 2, 2020

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

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

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Bid Item 6 – Force Account Work Allowance current balance of \$118,943.33 to remain (funding allocation).

Partial award and increase Bid Alternate A-1, Additional Excavation and Debris Removal, Quantity of 78,000 CY at \$25.00 per CY, to \$29.33 per CY; net increase of \$2,287,740.00.

Increase Additional Traffic Control from 18 months to 22 months at \$1,188.18 per month; net increase of \$4,752.72.

REVISED CONTRACT AMOUNT

- | | |
|--|------------------|
| 1. Original Contract Amount | \$ 8,197,500.00* |
| 2. Total Contract Amount Including Previously
Approved Change Orders..... | \$ 8,498,673.90* |
| 3. Amount of this Change Order (increase) | \$ 2,411,436.05* |
| 4. Total Revised Contract Amount to Date..... | \$10,910,109.95* |

* excludes New Mexico Gross Receipts Tax.

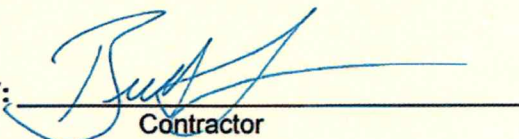
The contract performance period is hereby increased by one hundred twenty (120) calendar days.

The work covered by this order shall be performed under the same terms and conditions as that included in the original contract.

CHANGE ORDER RECOMMENDATION FOR APPROVAL:

BY:  1-6-2020
Engineer Date

CHANGE ORDER ACCEPTED AND APPROVED:

BY:  1/6/20
Contractor Date

CHANGE ORDER APPROVED BY CITY MANAGER/CITY COMMISSION:

BY: _____
City Manager Date

BY: _____
City Attorney Date



December 18, 2019

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

Mr. Bob Johnson
Project Manager
City of Alamogordo
2600 N. Florida Ave.
Alamogordo, NM 88310

Re: Bonito Lake Restoration – Continuation of Debris Removal Beyond Base Bid Amount

Dear Mr. Johnson:

As you are aware the change order request submittal to FEMA in September 2019 has been denied based on a contractual technicality. We are waiting for the written response from them in order to understand the exact nature of the denial and to prepare an appeal of that decision. We believe the appeal will be successful, but this will take some time to accomplish.

In order to have SmithCo continue working on debris removal in the interim, we completed an analysis of the current project funding situation based on cash on hand to determine how much of the bid alternate quantity could be authorized while we are working with DHSEM and FEMA to resolve the additional funding issue. Please see the attached summary.

Based on this analysis I recommend a change order be issued to SmithCo to include the following:

Bid item A-1 : Authorize up to 78,000 cubic yards to be removed at the negotiated increased price of \$29.33 per cubic yard = \$2,287,740.00.

Bid Item CO3.8: Extend Traffic Control an additional 4 months at the contracted rate of \$1,188.18 per month = \$4,752.72

In addition, our engineering services need to be extended for the same time period for us to continue to support the project. Also attached is Amendment # 6 to our agreement with the City.

Please let me know if you need anything else.

Sincerely,

Rob Richardson, P.E.
Project Manager

RPR/dg

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

EXHIBIT A

Bonito Lake Restoration
Debris Removal Bid Alternate Interim Funding Analysis

18-Dec-19

	<u>DESCRIPTION</u>		<u>AMOUNT</u>
1	Cash in hand from DHSEM	\$	7,436,783.59
2	Interim payment for DHSEM expected this week	\$	3,718,391.81
3	Total from DHSEM	\$	11,155,175.40
4	City obligation for funds received (3 * 12.5%)	\$	1,394,396.93
5	Total funds available (cash basis)	\$	12,549,572.33
6	Total expenditures to date (thru app 23)	\$	9,918,618.63
7	Cash available (5-6)	\$	2,630,953.70

Work to Complete

8	Additional traffic control (4 months)	\$	4,752.72
9	Force acct current budget to remain	\$	118,943.33
10	Additional Construction Admin incl tax	\$	56,322.50
11	Construction NMGRT allowance (7 * 5.5%)	\$	144,702.45
12	Amount available for additional Debris Removal Quantity (7-8-9-10-11)	\$	2,306,232.69
13	Bid Alternate Quantity to be removed (12 / \$29.33 per yard)		78,631

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/6/2020

Report No: 17.

Submitted By: Bob Johnson

Subject: Consider, and act upon, approval of Change Order no. 6, RFQ no. 2014-005, to Bohannon Huston, Inc. related to the engineering and design of the Bonito Lake Restoration project in an amount not to exceed \$56,322.50, including NMGRT. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: \$56,322.50

Amount Budgeted: \$14,681,996.00

Fund: 081-0008-461.60-79 PW1501

Additional Fiscal Impact: Unencumbered budget balance remaining - \$10,748,276.70.

Funds received to date plus COA match less expenses to date - \$2,630,953.70.

Recommendation: Approve the Change Order.

Background: Increase the engineering and design services (funding agency coordination, construction administration, and construction observation) commensurate with a 4-month performance period extension to allow for additional debris removal by the contractor.



City of Alamogordo



Engineering Dept. • 1376 East Ninth St. • Alamogordo, NM 88310 • (575) 439-4337 • FAX (575) 439-4343

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 6

BONITO LAKE RESTORATION

RFQ NO. 2014-05

DATE: JANUARY 2, 2020

ENGINEER: BOHANNAN HUSTON, INC.
7500 JEFFERSON NE, COURTYARD 1
ALBUQUERQUE, NM 87107

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

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Increase engineering and design services (funding agency coordination, construction administration, and construction observation) commensurate with a 4-month performance period extension to allow for additional debris removal by the contractor.

REVISED CONTRACT AMOUNT

1. Original Contract Amount	\$1,298,811.94*
2. Total Contract Amount Including Previously Approved Change Orders.....	\$1,596,020.58*
3. Amount of this Change Order (Increase)	\$ 56,322.50*
4. Total Revised Contract Amount to Date.....	\$1,652,343.08*

* includes New Mexico Gross Receipts Tax.

The work covered by this order shall be performed under the same terms and conditions as that included in the original contract.

CHANGE ORDER ACCEPTED AND APPROVED:

BY: 
Engineer

1-6-2020
Date

CHANGE ORDER APPROVED BY CITY COMMISSION / CITY MANAGER:

BY: _____
City Manager

Date

BY: _____
City Attorney

Date

Bohannon Huston

ENGINEERING SERVICES AGREEMENT AMENDMENT

Project: Alamogordo Bonito Lake Restoration Design Project No.: 20160031
Permitting and Construction Contract Date: 5/7/2015

Engineer: Bohannon-Huston, Inc. Amendment No.: 6
425 S. Telshor Blvd., Suite C-103 Date: December 18, 2019
Las Cruces, NM 88011-8237

Reason and Justification for Amendment: (use additional sheets, if necessary)

Adjust ongoing work efforts based on Construction contract extension to complete bid alternate quantity.

Requested or initiated by: ☐ User Agency ☐ Owner ☒ Engineer ☐ Other

The Engineer is authorized to provide the following described services (scope of services and compensation).

Increase DHSEM and Fema Coordination, Construction Administration and Inspection budgets for interim to bid alternate construction schedule of 4 months (thru March 2020).

FEE SCHEDULE

Description	Current Contract Amount	Amend #6	Revised Contract Amount
1B1 - Project Management	\$161,586		\$161,586
1B2 - Surveying and Mapping	\$56,300		\$56,300
1B3 - Environmental Clearances	\$86,267		\$86,267
1B4 - Funding Agency Coordination	\$78,200	\$14,000	\$92,200
1B5 - Geotechnical Invest and Eval	\$62,100		\$62,100
2B1 - Cofferdam/Flow Diversion Design	\$109,886		\$109,886
2B2 - Erosion Control Measures Design	\$17,000		\$17,000
2B3 - Dewatering & Debris Removal	\$156,700		\$156,700
2B4 - Dewatering/Debris Removal Permit	\$70,000		\$70,000
2B5 - Haul Route Traffic Control	\$6,700		\$6,700
2B6 - Disposal Site Grading/Access/SWPPP	\$27,800		\$27,800
3B1 - Intake Tower Damage Ass. and Design	\$79,890		\$79,890
3B21 - Catwalk to Intake Tower Evaluation	\$24,500		\$24,500
3B22 - Catwalk to Intake Tower Design	\$83,700		\$83,700
3B3 - Upstream Dam Face Repair	\$26,600		\$26,600
3B4 - Drain System Improvements Design	\$30,964		\$30,964

Description	Current Contract Amount	Amend #6	Revised Contract Amount
4B1 - Engineering Design Report	\$21,200		\$21,200
4B2 - Contract Documents	\$5,800		\$5,800
4B3 - OSE Permitting	\$46,417		\$46,417
5B1 - Bid Phase Administration	\$23,800		\$23,800
6B1 - Construction Administration	\$117,757	\$22,000	\$139,757
6B2 - Construction Observation	\$170,400	\$16,000	\$186,400
6B3 - Final Project Documentation	\$14,163		\$14,163
TOTAL	\$1,477,730	\$52,000	\$1,529,730

AGREED AND RECOMMENDED:

Engineer: Bohannon-Huston Inc.
 By: 
 Title: Sr. Vice President

APPROVED:

Owner: City of Alamogordo
 By: _____
 Date: _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 12/24/2019

Report No: 18.

Submitted By: Veronica Ortega

Subject: Consider, and act upon, the proposal to build a Futsal Court in Washington Park in an amount not to exceed \$262,000 including NMGRT. *(Veronica Ortega, Community Services Director)*

Fiscal Impact: \$262,000.00

Amount Budgeted: \$262,000.00

Fund: 119-6199-990-6391/\$262,000

Additional Fiscal Impact:

Recommendation: Approve the requested proposal to fund and construct a Futsal Court in Washington Park.

Background:

The scope of work is to construct a 145' x 95' asphalt Futsal Court which includes, but is not limited to, perimeter concrete ribbon curb, 2-inch asphalt pad, 16-foot and 10-foot high fencing with 4-man gates and one vehicle gate. Two goals, Plexipave (Acrylic Resurfacer) and court striping. The proposed Futsal Court location is in Washington Park west of the Roller Hockey Rink/Basketball Courts.

The project would be procured through CES with Lone Mountain Contracting being the contractor.

The city's Parks Division will provide and install bleachers and extend the concrete sidewalks for accessibility (ADA) compliance.

The project's account balance could allow for the installation of LED lighting with the city's Facilities Division providing in-kind services for the installation. The LED lighting approximate cost is \$38,000.00.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/6/2020

Report No: 19.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, the budget process and documents for the FY2020 - FY2021 preliminary budget. *(Evelyn Huff, Budget Analyst)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to Staff.

Background: On November 20th and 21st, city staff attended budget workshops to begin the process for the FY2020 - FY2021 preliminary budget. At these workshops they received the budget procedures manual and a power point presentation. Part of the power point presentation was a "Budgeting Finance 101" component for new employees and employees that wanted a refresher. This gave employees an opportunity to look at each part of the budget and they interacted as a whole. The budget procedures manual outlined the schedule and process for preparing the budget this year. Both documents are attached here for your review.

The budget planning calendar is also included for your review. Please notice the budget public hearings with the commission are scheduled for May 5 - May 7.

Over the years, the commission has been provided with several different items at the budget public hearings. These have included summary budget books, detail budget books and other presentations. Staff is looking for direction on what format the commission would like the budget presented in this year.

FY2020 - FY2021



Budget Procedure Manual

MISSION STATEMENT

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.

Adopted by the City Commission on March 24, 1995

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1

INTRODUCTION

Welcome to the City of Alamogordo budget process! Whether you are a new employee or a seasoned budget veteran, this manual will provide you with instructions and documents to help prepare your FY20, FY21, FY22 and FY23 budgets. I will be here to help you every step of the way, so please make sure to ask me questions. We will be learning this process together.

Please take a moment to review this document as it is different from last year. You will find the following resources in this manual:

- Explanation of the budget process
- Schedule for this year's process
- Guidelines for FY20, FY21, FY22 and FY23 Entry
- A List of Lines that Departments do not enter
- What Capital Outlay Lines to use and when
- Do's and Don't's of Budgeting
- Chart of Budget Forms and their uses
- Sample Budget Forms
- Set by step entry instructions for the software
- Helpful calendars

It is very important that you look through all the sections of this manual. The guidelines listed here are going to be used to review your budget. You will be expected to know them and follow them! Also please refer to the manual as you are preparing your budget; it may answer your questions and save valuable time.

The whole Finance staff is looking forward to a rewarding budget season. Please feel free to call me, email me or stop by and I will help you with your budget preparation.

Evelyn Huff
Budget Analyst
Ext. 4167
ehuff@ci.alamogordo.nm.us

2

BUDGET PROCESS

Do you ever wonder what meeting you are at? Or what you should have prepared for the meeting? The budget process and the terms associated with it can be confusing. Here is a quick explanation of how the budget will flow from start to finish and who is involved in each step.

Step 1 – Department Budget Workshops/Department Entry Starts

The Department Budget Workshops are held on November 19th and November 20th, 2019. At these workshops you receive your Budget Procedure Manual. Directors and Managers have already received the budget worksheets. The Budget Analyst uses these workshops to go over the manual, forms, entry guidelines and any other information that impacts the departments' entry. This also gives the departments the opportunity to ask questions. **Departments are not required to present anything here.**

Step 2 – Department Entry Starts

The Budget Analyst opens up the budget levels so the departments can begin entering their budget. Departments are required to enter certain lines and asked not to enter other lines. Each department is responsible for using their specialized knowledge to develop budget estimates. **Make sure to refer to each year's guidelines to verify that you are following all the guidance issued about budget amounts (i.e. no increases, % increases, % cuts). It is also important to include notes in any line where the guidance indicates.** Individuals in charge of entering the budget should review the list of lines departments do not enter and the chart of budget forms to make sure all bases are covered. **This step is completed solely by the departments.**

Step 3 – Department Entry Ends

Once the allotted entry time is complete, the Budget Analyst will close the budget levels so the departments will no longer be able to access them. Departments need to make sure all required forms are turned in by the correct deadlines and to the correct people.

Step 4 – Budget Compilation Begins

Once the budget is closed, the Finance and Human Resources departments will start compiling the budget. This process includes rolling over the payroll budget and calculating the internal allocations. **Departments may be asked for further information at this time, but will not be able to enter anything into the system.**

Step 5 – Distribution of the Preliminary Packets

After the initial compilation phase is completed, Finance will distribute preliminary packets to the Department Directors. These packets will contain the budget worksheets which have all the budgets and notes that were entered during the department entry phase plus any entries and notes from Finance. **Departments should review these worksheets closely and identify any discrepancies or items that they want to change.**

Step 6 – City Manager/Directors Meeting

Now that the budget has been distributed to the departments, each department's Director will meet with the City Manager to review the budget. Directors will determine which managers and support staff they would like

to have attend these meetings as well. Departments will have the opportunity to discuss their budget and any requested changes directly with the City Manager and his staff. Any changes made in these meetings will be entered into the budget by Finance. **Departments should be prepared to answer questions about their budget estimates and provide backup. It is important to bring any relevant backup documentation to these meetings. Departments may be split over more than one day depending on the available schedule.**

Step 7 – Budget Compilation and Review Continues

After the City Manager/Director meetings, Finance will enter all of the changes discussed at the meetings. There will continue to be further discussions and reviews completed by the City Manager, Finance and Human Resources. This includes capital allocations, personnel decisions and other changes. The City Manager will complete the final review of the budget before Finance prepares the items for the City Commission. **Departments may be asked for asked for further information at this time, and further meetings could be arranged to discuss items.**

Step 8 – City Commission Public Budget Hearings

Once all the reviews are completed, a preliminary budget summary is distributed to the Commissioners, the City Manager and the Department Directors. Public budget hearings are held for the Commissioners and the public to review the proposed budget. Department Directors are asked to present information about their department's roles along with their proposed budget. Power Point presentations are used to convey information about each department's requests. **Departments should be prepared to present their budgets and answer questions related to all aspects of their budget.**

Step 9 – Final Approval and Submission

Finance makes any final changes from the public hearings and submits the budget for approval at a regular City Commission meeting. Once the Commission has approved the budget, it is submitted to the State of New Mexico Department of Finance and Administration. The budget is revised in July to correct the beginning cash balances and to carry over prior year budget amounts.

Then the process starts all over again!!!

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CURRENT YEAR BUDGET PLANNING CALENDAR

Date	Description
11/19/19 - 11/20/19	DEPARTMENTAL BUDGET WORKSHOPS Department Entry Begins
1/7/2020	DEADLINE FOR OVERTIME & MISC ENTRY FORMS TO PAYROLL
1/14/2020	DEADLINE FOR * DEPARTMENT BUDGET ENTRY * MIS REQUEST FORMS TO MIS * CAPITAL REQUEST FORMS TO BUDGET ANALYST
1/21/2020	Payroll Budget Roll
1/14/20 - 2/18/20	Budget Compilation
2/18/2020	Distribute Preliminary Packets to City Manager and Department Directors
2/24/20 - 2/28/20	CITY MANAGER/DIRECTOR MEETINGS
2/28/20 - 3/11/20	Finance Compilation
3/11/20 - 3/12/20	Review meetings on personnel, capital, any additional changes.
3/20/2020	Final Personnel changes entered- Final Payroll Projection Roll on 3/20/20
3/13/20 - 3/30/20	Finance Compilation
3/31/2020	Final Budget Review/Changes by City Manager
4/1/20 - 4/20/20	Finance Compiles and Produces Summary Budget Books
4/21/2020	Distribute Preliminary Budget Summary to Commission, City Manager and Department Directors
<i>Week of May 5-7</i>	BUDGET PUBLIC HEARINGS
5/12/2020 or 5/26/2020	Resolution Adoption of Preliminary FY21 Budget
5/31/2020	Submit Annual Budget to State of New Mexico DFA by June 1st
7/31/2020	Resolution for Final Budget Approval Adjusting FY2021 Budget with Actual Beginning Cast Balances - Due July 31st

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GUIDELINES AND INSTRUCTIONS

FY20 Re-Projection Guidelines

Current Year (July 1, 2019 to June 30, 2020)

- Level 150 – FY20 Year-End Projection. The current amounts entered are the adjusted FY20 budget.
- **FLAT BUDGET – Do not increase your bottom line. You may move money from line to line, but they must offset. Do not increase a line without decreasing another line. You must be able to justify any revenue increase used to offset an expense increase.**
- Any changes must have a note explaining the reason for the change. See the instructions later in this manual on how to enter budget notes.
- Use the YTD column on the budget worksheet and the information in the system to re-project your FY20 numbers. Keep a look out for anomalies (i.e. large one time payments, decreased/increased fees). Make sure to keep all the backup for your numbers to help when you are asked questions.
- DO NOT re-project your salaries and benefit numbers. The Finance Department will be handling that this year.
- Look at all of your project budgets and make sure to re-project those as well. Talk to the Grants Coordinator about any grant issues you might have. Remember every grant must have a project budget.
- **Be realistic! Review every line even if you do not need to make a change! Know your budget!**

FY21 Preliminary Budget Guidelines

Next Fiscal Year (July 1, 2020 to June 30, 2021)

- Level 250 – FY20 Prelim Budget. The current amounts entered are the **adjusted FY20 budget**.
- **FLAT BUDGET – Do not increase your bottom line. You may move money from line to line, but they must offset. Do not increase a line without decreasing another line. You must be able to justify any revenue increase used to offset an expense increase.**
- **PERSONNEL CHANGE REQUESTS – Make sure to submit Personnel Change Request forms to Human Resources by January 14, 2020. If your request will increase your budget, you must be prepared to show where the funding will come from every year.**
- **CAPITAL REQUESTS – Make sure to submit capital request forms to the Budget Analyst by January 14, 2020. SUBMITTING A FORM DOES NOT MEAN THE REQUEST IS AUTOMATICALLY APPROVED. Departments will be notified of what requests are approved. Please make sure to use the new Capital Outlay Request form.**
- **MIS CAPITAL REQUESTS – Make sure to submit MIS capital request forms to the Budget Analyst by January 14, 2020. SUBMITTING A FORM DOES NOT MEAN THE REQUEST IS AUTOMATICALLY APPROVED.**
- Remember every grant must have a project budget. Talk to the Grants Coordinator about grant issues you might have.
- Notes are required on **every line**. Include as much detail as possible to help in management review
- **Be realistic! Know your budget! Be ready to explain your decisions and provide backup!**

FY22 and FY23 Preliminary Budget Guidelines

Fiscal Year 2022 (July 1, 2021 to June 30, 2022)

Fiscal Year 2023 (July 1, 2022 to June 30, 2023)

- Level 350 – FY22 Prelim Budget. The current amounts entered are the **FY22 budget entered las year.**
- Level 450 – FY23 Prelim Budget. The current amounts entered are the **FY22 budget entered las year.**
- In these years, you are allowed to show increases in your numbers.
- Any changes must have a note explaining the reason for the change. See the instructions later in this manual on how to enter budget notes.
- Remember every grant must have a project budget. Talk to the Grants Coordinator about any grant issues you might have.
- Include notes to help you and staff review your budget.
- **Be realistic! Know your budget! Be ready to explain your decisions and provide backup!**

5

RESTRICTED LINES

There are several specialty expenses that are entered by the departments that handle their contracts, maintenance or allocations. If you are a department that enters into these lines, please make sure that you provide notes and have backup for your calculations.

Departments will have to review these lines after they are entered to determine their overall effect on their flat budget. For example, an increase in property insurance cost may have to be offset by a decrease elsewhere in the budget. These discussions will be held at the City Manager/Director meetings.

Do Not Enter Amounts Into:

- Finance Enters:
 - Administration Fees (57-15)
 - Fleet Maintenance Allocations (44-20)
 - Facility Maintenance Allocations (44-24)
 - MIS Allocations (57-21)
 - Safety/Personnel Allocations (57-23)
 - Purchasing Allocations (57-41)
 - Audit Services (57-15)
- MIS Enters:
 - Basic Telephone (47-40)
 - Computer Hardware (50-22)
 - Computer Software (50-23)
 - Capital Outlay – Computer Hardware (60-22)
 - Capital Outlay – Computer Software (60-23)
- Purchasing Enters:
 - General Liability Insurance (58-01)
 - Commercial Property Insurance (58-07)
 - Flood Insurance (Fund 20 56-45)
 - Airport Liability Insurance (56-79)
 - Volunteer Firefighter Insurance (Fund 33 56-78)
 - Law Enforcement Liability Insurance (Fund 11-4104 56-77)
 - Underground Storage Tanks Insurance (Fund 11--2400 & Fund 81 58-20)
 - Civil Rights – Errors & Omissions Insurance (Fund 11--2400 & Fund 81 58-03)
- Fleet Enters:
 - Fleet Insurance (58-02)
- Facility Maintenance Enters:
 - Heating and Cooling (44-25)
 - Buildings and Structures (44-45)
 - Communications Maintenance (44-52)
- Human Resources Enters:
 - All Salary and Benefit Lines except for FY19 Re-projection
- Payroll Enters:
 - Overtime, Standby, Certification Pay, Incentives

6

CAPITAL OUTLAY LINES

Each department has several capital outlay lines at their disposal. These lines are used for major purchases that will eventually become fixed assets for the department. It is very important that only capital outlay items are budgeted in these lines. Items that are not going to become fixed assets need to be budgeted in regular equipment and service lines. Below are some guidelines to help you decide where to budget your items.

Capital line numbers are designated with a series of “60” in the element.

For example, 20-0006-454 6022 is a capital outlay account because the boxed number is “60”

Equipment

Capital Equipment is defined as non-consumable items with an anticipated useful life greater than two years with a cost of more than \$5,000 (except computer equipment and software). These items will be entered as assets on your department inventory listings.

ALL CAPITAL REQUESTS ARE SUBJECT TO CITY MANAGER APPROVAL. YOU ARE REQUIRED TO SUBMIT A CAPITAL OUTLAY REQUEST FORM FOR THESE ITEMS. FINANCE WILL ENTER THEM IF THEY ARE APPROVED.

Budget for these items will be in the department’s Capital Outlay/Capital Equipment, Capital Outlay/CER Equipment Replacement or similar lines. Make sure to include any taxes or shipping that will be associated with the item in these lines as well.

Controlled Property are items that must be secured and tracked and whose value is below the capitalization threshold with a cost of \$250 – \$4,999 EACH. Some of these items are:

- Computer equipment and software
- Cameras-Portable-Digital
- Shop Equipment
- Power Tools
- Measuring & Metering Devices
- Small but expensive tools
- Radios
- Weapons
- Scientific equipment

Budget for these items in the Other Expense/Equipment (50-50) line. Make sure you include notes that detail what the items are in this line.

Other Equipment are items that are \$250 or less. All items under the threshold should be budgeted in the Operational lines.

Improvements

ALL CAPITAL REQUESTS ARE SUBJECT TO CITY MANAGER APPROVAL. YOU ARE REQUIRED TO SUBMIT A CAPITAL OUTLAY REQUEST FORM FOR THESE ITEMS. FINANCE WILL ENTER THEM IF THEY ARE APPROVED.

NO CAPITAL OUTLAY REQUESTS WILL BE CONSIDERED UNTIL AFTER THE CITY MANAGER/DIRECTOR MEETINGS. SUBMITTING A FORM DOES NOT MEAN YOU HAVE BEEN APPROVED.

All facility improvements, new construction and other projects that are greater than \$5,000 are considered capital improvements that will eventually be listed on the departments fixed asset listing. These improvements may be completed in a fiscal year or they might stretch over several years. These items are recorded in capital outlay lines. Examples of these capital outlay lines are:

Facility Improvements (62-35)

Building Improvements (63-91)

Construction (61-13)

There may also be specific lines set up for certain activities. Examples of these capital outlay lines are:

Bike/Walking Path (020-0006-454-65-50)

Library Building (032-7101-455-62-05)

Bonito Lake Restoration (081-0008-461-60-79)

When filling out your Capital Outlay Request Form, make sure to look through all your lines and choose the correct one for your project. If you do not have the right Capital Outlay line, please submit a line item request form to Finance.

Please, please do not budget non-capital outlay expenses in these lines. If you currently need funds from these lines to for non-capital expenditures, please complete a budget adjustment request form to move these funds to an operating account. This will make the Fixed Assets employee's life a lot easier.

DEPARTMENTS WILL BE INFORMED IF THEIR CAPITAL OUTLAY HAS BEEN APPROVED. CAPITAL OUTLAY FUNDS WILL THEN BE RELEASED NO SOONER THAN JULY 31.

7

BUDGET DO'S AND DON'T'S

- **DO** keep all your backup documentation for your re-projections and estimates. This will help you answer any questions in the meetings
- **DON'T** use a one time savings to budget a recurring expense. One time savings (i.e. savings from position vacancies) and any increased expenditures can only be included in the year the one-time event happened. For example, your department receives a large one settlement payment and you want to use that money for a new position. You cannot do this because that position will incur expenditures in future years, whereas the settlement only happens once
- **DO** know your grant rules and regulations. Be sure to know about allowed expenditures, deadlines and amounts. Talk to Debbie if you are unsure about anything
- **DON'T** budget for a grant unless you have a signed award agreement in place. This makes sure that only verified revenues and expenditures are included in the budget
- **DO** make sure you have a project set up for every item that requires one. Projects must be set up before a budget can be entered in them
- **DON'T** include numbers just because they have always been there. Each department really needs to look at their actual expenditures and needs. If you do a lot of budget adjustments throughout the year, take a close look at the lines you are changing. These may need to be budgeted differently
- **DO** talk to your regular vendors about possible rate increases. This can affect everything from supplies to membership dues. This is especially important if you have not seen a rate increase in several years
- **DO** start thinking about your carry over requests. These have major effect on the budget. We will have a separate training for carry over requests in June.
- **DO** make sure to ask for any help and questions that you need. I am here to assist you in making the best budget possible

8

CHART OF BUDGET FORMS AND SAMPLES

FORM	WHAT'S IT FOR?	WHEN IS IT DUE?	WHO GETS IT?
Budget Worksheet	Used to review your FY19 actuals, FY20 original budget, YTD actuals, FY20 adjusted budget, FY21, FY22 and FY3 prelim budget	Keep for your records	Keep for your records
Payroll Projection Form	Used to project your FY20 Salary and benefits lines	NOT USED THIS YEAR	NOT USED THIS YEAR
Capital Outlay Request Form	Used to provide spending estimates for construction and other capital projects across all years -OR- To provide a description and justification for capital purchases not included in the Capital Improvement Plan or Grants.	1/14/2020	Budget Analyst
MIS Capital Outlay Request Form	Used to request new computer hardware or new computer software. Also used to request replacement of hardware and software	1/14/2020	MIS Manager
Budget Personnel Status Request Form	Used to request additional full-time, part-time, seasonal, temporary staff or an increase in current staff hours or overtime.	1/14/2020	Human Resources
Budget Overtime-Misc Entry Request Form	Used to request overtime, standby, incentive/certification, etc.	1/7/2020	Payroll
Request for Budget Adjustments	Used to request revisions and adjustments to your current year budget	Ongoing	Budget Analyst
Line Item Request Form	Used to request new line item numbers	1/14/2020	Budget Analyst

CITY OF ALAMOGORDO
CAPITAL OUTLAY REQUEST FORM

Fiscal Year	ICIP Request (Y/N)	Date

Instructions
Enter Fiscal Year above and then complete all fields and answer all questions below. Please submit a request for each capital item, i.e. do not combine multiple requests into a single submission, unless they cannot be procured individually. When complete, submit the request to the Budget Analyst along with any necessary documents. To justify the costs, please provide documentation such as written estimates, state contract copies, online research, architect or engineer's statement of reasonable costs or any other documentation. Management may require further information during the decision process. Failure to complete the form may result in the request not being considered.

Project Name	
---------------------	--

Department	
-------------------	--

Requester(s)	
---------------------	--

Director Signature	
---------------------------	--

Project Description: (What are you requesting to build, repair or purchase? Where will the project be located? Provide an overview of the expenditure and the department(s) you expect will use it.)

Expected useful life (years)		End of life replacement expected?	☐ Yes	☐ No
-------------------------------------	--	--	------------------------------	-----------------------------

Project Capital Costs									
FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030

Project Operation and Maintenance Costs (Any future costs associated with this request?)									
FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030

Project Justification and Purpose

The following questions must be answered completely prior to submitting for consideration.

Define the Need

Would the project, if not approved, impact the **health and safety** of the City or its citizens? If yes, provide explanation.

Is the expenditure required under **Local, State or Federal Laws** or regulations? If yes, provide explanation of which laws, regulations, or mandates and how non-compliance impacts the City.

Is the project/expenditure **critical to the function** of the requesting department and its mission? If yes, provide explanation.

What are the **functional requirements** of this project? Does the proposed solution meet or exceed all requirements? Are there gaps in capability that prevent this solution from scaling to meet future needs?

Explain the Benefit

Does the expenditure provide a meaningful **improvement to the City's infrastructure**? Describe in detail infrastructure improvement and how it will improve the delivery of town services.

Will the expenditure **improve productivity and potentially reduce costs**? Describe the process improvements that lead to increased productivity and how it will improve delivery of city services. Describe the expected cost reductions and provide estimates of the budget impact.

Will the expenditure **alleviate an overtaxed/overburdened situation** and allow the Town to make better use of its assets. If yes, provide explanation of the current situation and how this expenditure will help.

If the request is funded now, will it **avoid a more costly expenditure** in the future? If yes, provide explanation.



Describe the Costs and Procurement

How will this expenditure be **procured**? Is it a competitive bid, state contract, etc.? Provide an explanation of the procurement process.

Can the project be **self-funding** through the collection of user fees and/or the reduction of current expenditures? If yes, provide a detailed forecast of expected revenues or cost reductions.

Is the project/expenditure a candidate for a private/public partnership? Who is private partner and what is their commitment?

Have all potential **grant** opportunities been pursued? If yes, who is responsible for applying for the grant(s)?

Does the project or expenditure take advantage of **economies of scale** by coordinating a group purchase of the asset across City departments? Describe economies and departments affected and how it effects each department.



Explain the Implementation

Does this expenditure require **implementation**? If yes, please provide a detailed implementation plan.

What are the costs of **implementation**? Provide estimates for training, additional personnel, project management, etc.

Does the successful implementation of this project have **external dependencies**? If yes, provide explanation of the dependencies and describe the coordination that has occurred.

Supplemental Information

Are there **alternatives** to the proposed product that have been considered? If yes, provide an explanation of the available alternatives and why they were not selected. If no, provide an explanation why no alternatives were considered.

Supplemental Information

Please provide any **additional details or documentation** that could help management better understand the proposed expenditure.



City of Alamogordo
MIS Capital Outlay Requests Form

Date: 11/7/2019

Department/Division:

[Example: Finance/MIS]

Fund Line Item:

[Example: 011-3402-419.50.2x]

--

[illegible][illegible]

MIS Use Only

City of Alamogordo
Budget Personnel Status Request Form
Fiscal Year 2020-2021

Department: _____ Date: _____

TYPE OF REQUEST: ☐ Leave Vacant ☐ Change In Annual Work Hours ☐ New Position
☐ Position Elimination ☐ Reclassification

POSITION DESCRIPTION: *(Position As Is Currently)* **Position Title:** _____
☐ Full-Time ☐ Part-Time ☐ Regular ☐ Seasonal ☐ Temp Budgeted Amount: _____

Hours Worked Per Week: _____ Hours Worked Per Year: _____ Pay Grade: _____ Hourly Rate: _____

CHANGE IN ANNUAL WORK HOURS: Requested work hours: _____
Reason for changes in annual work hours:

Consequences if request not approved:

Where will the additional funds come from, if applicable?

RECLASSIFICATION: Reason for reclassification: *(I.E. New Fed/State Mandates, Customer Demands, etc.)*

Consequences if request not approved:

Where will the additional funds come from, if applicable?

Requested Change- ☐ Seasonal ☐ Temp

☐ Full-Time Regular (2,080 hours per year, 40 hours per week)

☐ Part-Time Regular (1,508 maximum hours per year, 29 maximum hours per week)

Hours Worked Per Week: _____ Number Of Weeks: _____

NOTE: Requests for a new proposed Pay Grade **must** have a job description attached.

NEW POSITION: Reason for new position: *(I.E. New Fed/State Mandates, Customer Demands, etc.)*

Consequences if request not approved:

Where will the additional funds come from?

Position Title: _____ Work Location: _____

☐ Full-Time Regular (2,080 hours per year, 40 hours per week)

☐ Part-Time Regular (1,664 maximum hours per year, 32 maximum hours per week)

☐ Seasonal ☐ Temp

Hours Worked Per Week: _____ Hours Worked Per Year: _____

NOTE: Request for new personnel **must** have a job description attached.

PERSONNEL USE ONLY

LEAVE VACANT: Reason for leaving position vacant:

Consequences if request not approved:

POSITION ELIMINATION: Reason for eliminating this position:

Consequences if request not approved:

Other:

Explain your request here:

Personnel Use Only:

Will the budget request require an increase from you previous year's funds?

☐ Yes

☐ No

List the line items that will be affected by the above request.

Department/Division Line Item Number	Percentage or Amount

Supervisor: _____

Date: _____

Department Director: _____

Date: _____

Human Resources Director: _____

Date: _____

TO BE COMPLETED BY HUMAN RESOURCES

Payroll Entry Date:

() Job Description Completed

() FLSA Test

() Market/Internal Analysis

Budget Entry Date:

Total Compensation Value

Denied By/Date:

City Manager Approval/Date:

CITY PAYROLL DEPARTMENT BUDGET OVERTIME-MISC ENTRY REQUEST FORM

DEPARTMENT	FISCAL YEAR	2021
DATE REQUESTED		11/7/2019
DEPARTMENT/FUND		
REQUESTED BY		
DIRECTOR		
SIGNATURE		

I am requesting the following expenses be budgeted for my department. Attach additional sheets if necessary.

Field		
Training/Specialty/Incentive		
Pay	20-02	0.00
Overtime	20-04	0.00
Holiday Overtime	20-05	0.00
Training Overtime	20-06	0.00
Standby Pay	20-07	0.00
New Hire Certification	20-17	0.00
Volunteer Fire Pay	20-18	0.00
Volunteer Fire		
Calls/Training	20-19	0.00
Education Incentive	20-38	0.00

Failure to submit this sheet will result in the funds not being budgeted.

Budget Entry: _____

Budget Entered BY: _____

*****PLEASE NOTE - REQUEST DEADLINE IS JANUARY 7, 2020.*****

City of Alamogordo
Request for Budget Adjustments

Fund _____

Department _____

Item included in department's original budget

Yes

Director _____

Type of Expenditure: **Non-Recurring**

Fiscal Year _____

LINE ITEM NO.	Project No.	LINE ITEM DESCRIPTION	CURRENT BUDGET AMOUNT	REQUESTED BUDGET AMOUNT	INCREASE/ (DECREASE)	Un-Encumbered Balance
				\$0		
				\$0		
				\$0		
				\$0		
				\$0		
				\$0		
TOTAL REVENUES			\$0	\$0	\$0	\$0
				\$0		
				\$0		
				\$0		
				\$0		
				\$0		
				\$0		
TOTAL EXPENDITURES			\$0	\$0	\$0	\$0

Reasons for Adjustment Request: Set forth reasons the adjustment is required, the factors involved in arriving at costs, and the status of the account from which transfer is made. -----

Requested By: _____

Date: _____

Department Director/Manager Approval: _____

Date: _____

Portion below is for Finance Use Only

_____ Within Division/Category - Requires Finance Approval.

_____ Transfer Budget from one Category to another - Requires Finance and Management Approval.

_____ Any amount effecting the Fund Balance - Requires Finance, Management and Commission Approval.

Approvals

Budget Analyst _____

Date _____

Finance Director _____

Date _____

City Manager _____

Date _____

DOC # _____ BATCH # _____

DATE ADJUSTED HTE: _____

REVISION # _____ RESOLUTION # _____

Revised 6/4/19

Line Item Request Form

Finance and Accounting

Request new line numbers for the new fiscal year.

Complete applicable sections and submit to Budget Analyst.

Fund / Department _____

Fiscal Year _____

REVENUES

Revenue source (I.E. State, Federal)	Line-Item Number (To be assigned by Accounting)	Requested Budget Amount	Date Finance Entered
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EXPENDITURES

Expenditure & Purpose	Line-Item Number (To be assigned by Accounting)	Requested Budget Amount	Date Finance Entered
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Prepared by: _____

Manager/Director Approval _____

Date: _____

9

STEP BY STEP ENTRY INSTRUCTIONS

Budgeting Application Guidelines

The following directions are to serve as a “**quick reference**” for the HTE Budgeting Application. IF you are having trouble with entry, please call me and I will help you through the process.

Budget Entry

Sign On: User: Type in user name **Press Field Exit** Password: Type in password **Press Enter**

Select Option 7 GMBA (Accounting) **Press Enter**

Select Option 9 Budgeting Menu **Press Enter**

Select Option 4 Budget Estimate Entry **Press Enter**

Select Budget Level - Departmental Entry

Budget Level 150 FY19 Yearend Projection
Budget Level 250 Prelim FY20 Budget Entry
Budget Level 350 Prelim FY20 Budget Entry
Budget Level 450 Prelim FY21 Budget Entry

Press Enter

To enter the budget for a single line item for one account: Select the line number by using “1”. In the budget/estimate amount field, type the budget estimate for the line items that is displayed. Press the field enter and then enter.

To enter budgets for multiple accounts with account information displaying use the “All accounts from this point” option, select the line number by using “2”. In the budget/estimate amount field, type the budget estimate for the line item that displays, press enter. Repeat until all estimates are entered.

To enter for multiple accounts without displaying account information: Use the **Multi entry** function by using “F6”. Click the line next to an account you want to enter an estimate for and type the estimate for the account. Press the field enter key to go to the next line. If you do not want to enter the line you are on, press the tab key to move to the next account you want to enter an estimate for. Repeat until all estimates are entered. Page down to display more accounts. Press enter twice to exit. **Do not use this option if you want to view account details or budget history, enter miscellaneous information or enter project account estimates.**

Enter the dollar amount **without** dollar signs, commas, or decimal points. Do not include cents.

Attaching justification to account –

The Misc Info Entry option (F8) should be used to provide explanations for significant changes in line item budgets from one year to the next and is mandatory for any budget amounts that reflect a \$5,000 +/- change. It is recommended that you utilize this option to make any notes regarding your line items to assist you in discussions with the City Manager, Commission and Finance. You are strongly encouraged to provide notes for each line item so that the City Manager can understand the details of those line items. No notes may result in the budgets being lowered.

1. On the GMBA Main Menu, select Budgeting Menu (9). Then select Budget/estimate entry (4).
2. Select the level you want to work with.
3. Select the account line you want to add justification/miscellaneous information to.
4. Use the F8 Misc. Info Entry function.
5. Tab to the first empty Freeform Information line.

NOTE: If you use the Field Exit key to move the cursor past sequence numbers, it deletes the numbers. All lines must have sequence numbers before you can leave the screen.

6. Type the text you want to add. Then press the tab key.
7. Do you want to attach an amount to the line of text?
 - If yes: In the Amount field, type the amount. Then press the tab key.
 - If no: Press the tab key.
8. Do you want GMBA to use the total of the justification amounts as the estimate for the account?
 - If yes: Use the F7 Update function **twice**.

Result: If no estimate exists for the account, GMBA uses the total of the justification amounts as the estimate. If an estimate exists for the account, GMBA replaces that estimate with the total of the combined amounts.

→ If no: Proceed to step 9.

9. Press Enter twice.

Result: GMBA saves the justification information, but does not change the budget estimate to match the amount totals. If you set up amounts that do not equal a previous total, GMBA displays the message: **Total of misc. info amounts is not equal to the budget amount entered.**

Project Budgeting – FY19, FY20, FY21 Project Budget Proposals

Capital appropriations of the current fiscal year shall be purchased by May 1, 2019, if not purchased by this date, the capital item(s) will have to go through as a new request in FY20.

***Mandatory – Any Grant must have a “Project Budget”, unless otherwise approved by the Finance Director.**

Project numbers for the new fiscal year (FY20) must first be established before attempting to enter FY20 information. Through the project budgeting option, you will be prompted to select the appropriate project for budget entry. Line item budgets must correspond to project budgets. If changes are necessary, those changes must be reflected in both the line item entry as well as the project budget entry.

Project Budgeting

Projects for the new fiscal year must be set up prior to starting Project Budget Entry.

Project Budget Entry

Sign On: User: Type in user name **Press Field Exit** Password: Type in password **Press Enter**

Select Option 7 GMBA (Accounting) **Press Enter**

Select Option 9 Budgeting Menu **Press Enter**

Select Option 12 Project Budget Maintenance **Press Enter**

Select Budget Level - Departmental Entry

- Budget Level 150 FY19 Yearend Projection
- Budget Level 250 Prelim FY20 Budget Entry
- Budget Level 350 Prelim FY20 Budget Entry
- Budget Level 450 Prelim FY21 Budget Entry

Press Enter

To enter the budget for a single line item for one account: **Select** the line number. In the budget/estimate amount field, type the budget estimate for the line items that displays.

To enter budgets for multiple accounts with account information displaying use the **All accounts from this point** option, **Select** the line number. In the budget/estimate amount field, type the budget estimate for the line item that displays, Click OK or press enter. Repeat until all estimates are entered.

To enter for multiple accounts without displaying account information: Use the **Multi entry** function. Click the amount column next to an account you want to enter an estimate for and type the estimate for the account. Press the tab key to move to the next account you want to enter an estimate for. Repeat until all estimates are entered. Scroll or page down to display more accounts. Click OK or press enter. Do not use this option if you want to view account details or budget history, enter miscellaneous information or enter project account estimates.

Enter the dollar amount without dollar signs, commas, or decimal points. Do not include cents.

Budget Worksheets

The following information comprises the budget worksheet:

- Column 1: Account Number
- Column 2: Account Description
- Column 3: FY2018 Actual
- Column 4: FY2019 Adjusted Budget
- Column 5: FY2019 YTD Actual
- Column 6: FY2019 Yearend Projection – budget level 150

Column 7: Preliminary FY2020 Budget – budget level 250

Column 8: Preliminary FY2021 Budget – budget level 350

Column 9: Preliminary FY2022 Budget – budget level 450

To print budget worksheets:

Select Option 9 Budgeting Menu **Press Enter**

Select Option 10 Print Worksheets **Press Enter**

Select the worksheet you want to print with a 1 **Press Enter**

Select/enter the printer you want to print on (**default printer you will see is Pfinx which prints at City Hall**).

Enter department's line-item range **Press Enter**

Note: Worksheet spool file will hold and you will need to release.

FY2020 COA Budget Workshops

November 19-20, 2019

Evelyn Huff, Budget Analyst

Extension 4167, ehuff@ci.alamogordo.nm.us

What We Are Talking About Today

- Budget Process
- Schedule
- Guidelines and Instructions
- Restricted and Capital Outlay Lines
- Budget Do's and Don't's
- Budget Forms
- Help!!!!

Budget Process

- Page 2 in your budget manual has a breakdown of the entire budget process
- Department entry starts today and continues thru January 14, 2020
- Once the budget is closed, departments will not be able to make changes to anything they have entered
- Any time worksheets are handed out they should be reviewed carefully for changes or discrepancies
- After the City Manager/Director meetings, Finance will enter all the items that need to be changed per these meetings
- Make sure to keep all your documentation for your re-projections, changes, calculations etc. Be ready to answer questions about it

Schedule

- Page 4 in your budget manual has the current year budget planning calendar
- January 14 is the last day for department entry for FY20, 21, 22 and 23
 - MIS request forms, personnel status forms and capital request forms are all due 1/14
 - Overtime request forms are due 1/7
- February 24 – 28 will be the City Manager and Director Meetings
- March 11 – March 12 will be the City Manager, Finance and HR review meetings
- May 5 – May 7 Budget public hearings with the City Commission
- May 12 (May 26) Adoption of the Preliminary FY21 Budget

Guidelines and Instructions

- Page 5 starts the guidelines and instructions for FY20, 21, 22 and 23
- Level 150. Currently populated with FY20's adjusted budget as of November 18, 2019
- Any budget adjustment requests submitted in between now and the close date of January 14, need to be updated by the **USER** on Level 150. Any submitted after the close date will be entered by the Budget Analyst.
- Re-projections for current year FY20
 - **FLAT BUDGET – Do not increase your bottom line. You may move money from line to line, but they must offset. Do not increase a line without decreasing another line.**
Example: You want to increase Office Supplies by \$100, you will need to decrease another expense line by \$100.
 - **Revenue can only be used to offset increased expenditures if that revenue has already been received and is over what originally budgeted in that revenue line. Each individual request to do this will be reviewed by the Finance Director and the City Manager and will require their approval.**
 - Any changes must have a note explaining the reason for the change and if applicable, where the funds were moved
 - Review all of your lines and adjust them according to your realistic projections based on your YTD information. **THESE WILL BE YOUR NEW FY20 BUDGET!**

- Look at all your project budgets. Make sure you drill down to the 2020 budget and do not just look at the summary front page

```

Position to . . .   ____ - ____ - ____ . ____ - ____   Starting character(s)

Type options, press Enter.
  1=Select

Opt Account number      Budget      Actual      Balance
_  11-2400-419.57-34    450,000    121,061.22    328,938.78

                                Pre-encumb:      .00      Encumb:      328,938.78
                                2020 YTD:      52,793.38    Pending:      .00
Budg:      450,000.00    PTD:      121,061.22    Balance:      328,938.78
F3=Exit   F5=Refresh   F9=Misc. info   F11=Proj-to-dt   F12=Cancel   F17=Subset
F18=Encumbrance detail F19=Project activity list
  
```

GM183I01

CITY OF ALAMOGORDO, NEW MEXICO

11/05/19

Project Account Inquiry

16:21:25

Project : GCBA19 BRANDING ALLIANCE

Account number . . . : 11-2400-419.57-34

Account description . : OTHER SERVICES / CONTRACT SERVICES

Position to : ____ Fiscal year

Type options, press Enter.

1=Select

Opt	Fiscal yr	Budget	Ytd (Exclud encumb)	Balance
-	2020	381,732.00	52,793.38	328,938.62
-	2019	68,268.00	68,267.84	.16

F11=Include encumbrances F12=Cancel

Guidelines and Instructions

- New this year, departments will **NOT** be responsible for re-projecting the salaries and benefits for the rest of FY2020.
 - In the past departments have been responsible for this during the re-projection process
 - Due to several factors, the Finance Department will handle this for FY2020

Guidelines and Instructions

- Preliminary FY21 Budget
- Level 250. Currently populated with FY20's adjusted budget as of November 18, 2019
 - **FLAT BUDGET** – Do not increase your bottom line. You may move money from line to line, but they must offset. Do not increase a line without decreasing another line.

Example: You want to increase Office Supplies by \$100, you will need to decrease another expense line by \$100.
 - **PERSONNEL CHANGE REQUESTS MUST BE SUBMITTED TO HUMAN RESOURCES BY 1/14/2019** – If you are requesting changes to current positions or new positions, you must fill out a Personnel Change Request form. If your request will increase your budget, you must be prepared to show where the funding will come from for every year. **FUNDING MUST COME FROM A CONTINUING SOURCE.**
 - **CAPITAL REQUESTS FORMS MUST BE SUBMITTED TO THE BUDGET ANALYST BY 1/14/2019** – These forms will be reviewed separate from regular operating expenses. **SUBMITTING A FORM DOES NOT MEAN THAT IT IS AUTOMATICALLY APPROVED.** Departments will be notified towards the end of the process if their capital requests have been approved

Guidelines and Instructions

- **MIS CAPITAL OUTLAY REQUEST FORMS MUST BE SUBMITTED TO MIS BY 1/14/2019** – These forms will be reviewed separate from regular operating expenses. **SUBMITTING A FORM DOES NOT MEAN THAT IT IS AUTOMATICALLY APPROVED.** Departments will be notified towards the end of the process if their capital requests have been approved. Also if you are planning to purchase any technology or software that is under the capital threshold, please communicate with Mark Graham to see what is needed.
- Notes are necessary for every line. Make sure to be as specific as possible. Keep all back up and be ready to present that back up at the City Manager/Director meetings.
- **Do not include any amounts that are currently in FY2020 and will be carried over to FY2021**

Guidelines and Instructions

- Preliminary FY2022 and FY2023 Budget
- Level 350 for FY2022 and 450 for FY2023
- Both are currently populated with the numbers that you entered last year for FY2022
 - In these years you are allowed to show increases in your numbers
 - Any changes +/- \$5,000 must have a note explaining the reason for the change
 - Include notes whenever possible to help you and staff review you budget

Restricted Lines

- There are several specialty expenditure lines that departments do not enter
- Refer to page 8 for a full list of these lines
- Departments will review these lines during the City Manager/Director meetings and may have to adjust other lines based on the information entered here
- **Departments do not enter Salaries and Benefits lines for any years**
- **Make sure to complete your Overtime/Misc. Budget Entry form for overtime, standby and incentives and submit that to Payroll by January 7, 2020**

Capital Outlay Lines

- Refer to pages 9 and 10 of the budget manual for more information on capital outlay lines
- Pay close attention to what items should be included in capital equipment lines versus controlled property lines
 - Capital equipment lines are for items valued at \$5,000 or greater for each item
 - Controlled property are items that need to be tracked and are valued at \$250 to \$4,999 each
- Make sure to use a Capital Outlay Request Form for capital equipment requests. Forms are due to the Budget Analyst by January 14, 2020
- **Capital Requests are not automatically approved. Departments will be notified of what items are approved.**

Capital Outlay Lines

- Capital improvement lines are for improvements and new construction that are greater than \$5,000 and will become part of the department's fixed asset listing
- Do not budget non-capital outlay expenses in these lines. Budget regular operational items in contract services or a maintenance line
- Make sure to use a Capital Outlay Request Form for capital improvement and outlay requests. Forms are due to the Budget Analyst by January 14

Budget Do's and Don't's

Page 11 in the budget manual

Note: Carryovers from operating lines will not be allowed from
FY20 into FY21

Budget Forms

- Budget form chart is on page 12 of the budget manual
- There is a new Capital Outlay Request Form
- There is an example of each form in the manual
- I will send an email with electronic versions of each form to everyone signed into the workshops
- If you have any questions on any of the forms, please don't hesitate to ask me
- A Payroll Projections form has not been included since these forms will not be needed

Help???

I've started my budget and I'm stuck!

- Entry into the Superion issue? Check out page 19 in the budget manual for a basic step by step guide
- This does not have every situation that could occur. If you are still having issues, call me and we will discuss it or set up a time to meet to look at it in person
- Difficulty with a form? Call me and we can discuss what needs to be entered to make it work
- Bottom line? Do not struggle along until the last day for entry and then call me. Call me, email me or stop by and see me with questions during the whole process

Review of Important Dates

- November 19-20 – Budget Workshops
- November 21 – January 14 – Departmental Budget entry
- January 7 – Overtime and Misc Entry Forms are due to Payroll
- January 14 – Personnel Status Forms are due to Human Resources
- January 14 – MIS Capital Outlay Forms are due to MIS
- January 14 – Capital Outlay Request Forms are due to Budget Analyst



Questions?

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 1/14/2020

Report Date: 1/9/2020

Report No: 20.

Submitted By: April Jones

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Airport Advisory Board, the Airport Zoning Board, the Parks and Recreation Board, and the Senior Volunteer Program Advisory Council.

Background: Airport Advisory Board. One (1) vacancy. Vacancy due to expiring term of Lance Grace Staff Liaison - Cheryl Otero-Baker.

The following individual is interested in being reappointed:

Lance Grace - if reappointed, this will be his 7th term.

Airport Zoning Board. One (1) city vacancy. Staff Liaison - Cheryl Otero-Baker

The following individual is interested in being appointed:

Lee Scholes - If appointed, this will be his 1st term.

Randel Y Wilson - If appointed, this will be his 1st term.

Alamogordo Library Board. One (1) city vacancy. Vacancy due to expiring term of Roque Rosales. Staff Liaison - Melissa Garcia.

No applications received.

Housing Authority Advisory Board. One (1) two year vacancy, and one (1) three year vacancy. Staff Liaison - Marissa Ruiz. The three year vacancy is due to the expiring term of Leroy Copeland.

No applications received.

Parks and Recreation Board. One (1) vacancy. Staff Liaison - Tony Gonzales. This vacancy is due to the expiring term of Colleen Moon.

The following individual is interested in being reappointed:

Colleen Moon - If reappointed, this will be her 2nd term.

Planning and Zoning Commission. One (1) vacancy. Staff Liaison - Stella Rael. This vacancy is due to the expiring term of Pamela Lee.

No applications received.

Senior Volunteer Programs Advisory Council. Two (2) city vacancies. Staff Liaison - Neil McFarland.
The following individual is interested in being appointed:
Chris Ward - If appointed this will be his 1st term.

If anyone is interested in serving on a board or committee you may apply with the City Clerk's office.

RECEIVED
DEC 12 2019
CITY CLERK

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

Name: Lance Grace
Home Phone: (575) 491-4260 Work Phone: _____
Cell Phone: _____ Fax No: _____
E-mail address: Lance C Grace@gmail.com
Physical Address: 44 Marble Canyon Dr, Alamogordo, NM 88310
Is the above address within City limits? Yes _____ No X
Mailing Address: Same
Present Employer: Self Job Title: Owner

Board/Committee you wish to serve on:

First choice: Airport Advisory Board (AAB)
Second choice: _____

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

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

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

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

Experience and education relating to the Board/Committee:

- 45 yrs of flight experience - FAA certifications up to ATP + CFI
- 2 Engineering Degrees related to aeronautics - USAF Test Pilot School grad
- USAF Test Pilot - Former Exec Dir of Spaceport America - AAB Chairman
- President of White Sands Soaring Foundation - Aircraft owner
Please indicate your interest in serving on a City Board/ Committee: _____

- Bring Regional Jet service to Alamogordo
- Upgrade airport to induce economic development projects
- Maintain airport to service vibrant local General Aviation (GA) community

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575) 439-4100
FAX: (575) 439-4396

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

RECEIVED
JAN 03 2020
CITY CLERK

Name: CHRIS WARD
Home Phone: - Work Phone: -
Cell Phone: 404-934-9160 Fax No: -
e-mail address: CHRISWARD12.2016@gmail.com
Physical Address: 1101 JEFFERSON AVE ALAMOGORDO NM 88510
Is the above address within City limits? Yes X No -
Mailing Address: 1101 JEFFERSON AVE., ALAMOGORDO NM 88310
Present Employer: RETIRED Job Title: -

Board/Committee you wish to serve on:

First choice: MAYOR'S COMMITTEE ON AGING
Second choice: SENIOR VOLUNTEER PROGRAM ADVISORY COUNCIL

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

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

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

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

Experience and education relating to the Board/Committee: ARTIST, AGED (67)
B.A. HISTORY/POLITICAL SCIENCE, FORMER JOURNALIST,
U.S. NAVY VETERAN.

Please indicate your interest in serving on a City Board/ Committee: Yes, I'd like
to serve on the Mayor's Committee on Aging. Our
community is getting older and I want to make
certain the City understands the needs of the elderly.

Please return completed application to:

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

RECEIVED

JAN 02 2020

CITY CLERK

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

Name: RANDEL Y. WILSON
Home Phone: cell Work Phone: cell
Cell Phone: 575-442-3891 Fax No: _____
e-mail address: RYW3@YAHOO.COM
Physical Address: 2451 WYATT WAY
Is the above address within City limits? Yes ☒ No ☐
Mailing Address: Same as Residence
Present Employer: Retired USAF Job Title: _____

Board/Committee you wish to serve on:

First choice: ZONING
Second choice: Advisory

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

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

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

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

Experience and education relating to the Board/Committee: _____

Former appointee to Advisory Board 2008 - had later
moved back to Texas; now back to Alamogordo in New Home -
BBA - Marketing - Southern Methodist Univ (SMU) Dallas
Vet - USMC - also background in finance, banking
while at USAF - SAN ANTONIO, TX

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

Hold PVT Pilot License - SEL
To help Airport grow and modernize into next decade
Flown throughout 5 state area in my own plane

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205 4100
FAX: (575)439-4396

RECEIVED

DEC 20 2019

CITY CLERK

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

Name: LEE SCHOLES
Home Phone: SAME Work Phone: 575-838-7498
Cell Phone: SAME Fax No: NONE
E-mail address: LEESCHOLES1@GMAIL.COM
Physical Address: 2336 UNION AVE ALAMOGORDO, NM
Is the above address within City limits? Yes X No 88310
Mailing Address: SAME
Present Employer: OWNER/BROKER Job Title: BROKER
NEW MEXICO OUTDOOR PROPERTIES
Board/Committee you wish to serve on:
First choice: AIRPORT ZONING BOARD
Second choice: NONE

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

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

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

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

Experience and education relating to the Board/Committee:

GA PILOT FOR 48 YEARS, P.F.S.E. ME, INST, FORMER COMM ME, MANAGED
MAGDALENA AP (N29), OWNER RANCHO MAGDALENA (NMCI)
BA, USF, MBA, USC, FORMER MAJOR US ARMY, INF AND AVIATION

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

I HAVE SERVED: 10 YEARS, PRESIDENT MAGDALENA CHAMBER C.
15 YEARS PRES+DIRECT MAGDALENA DEVELOPMENT CORP
LOBI, MY WIFE AND I HAVE ALWAYS GIVEN TO OUR
COMMUNITY. THANK YOU.

Please return completed application to: City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4100
FAX: (575)439-4396

A. Lee Scholes

Owner and Broker of a New Mexico Outdoor Properties – Over 15 year record of identifying opportunities, analyzing compatibility, and overcoming obstacles to create maximum value for both Ranch Buyers and Sellers of Quality Real Estate properties.

Summary of Skills

Leadership and Market Knowledge– A native New Mexican, 28 year resident of Central New Mexico, and owner of a Cattle and Recreation Ranch together with active community involvement in community and industry affairs. Leading, an Area Chamber of Commerce, A Non-profit involved in growing Western New Mexico, and just being a good neighbor. Combines Business knowledge, staff leadership, program design, and technical knowledge, to expand participation, involvement, and results while building "Quality of Life" in the region.

Strategic Analysis and Development – Determine essential issues, design operational options, and implement solutions to establish long-term facility improvements and recommend everyday operational improvements while documenting holding safety and fiscal control on top of mind.

Contact Information

Lee Scholes Phone: 575-575-838-7498
2336 Union Avenue
Alamogordo, NM 88310 E-Mail: LeeScholes1@gmail.com

Objective

Secure a seat on the Alamogordo Airport Zoning Board.

Personal Information

Nationality: USA (Native New Mexican)
Resident of: New Mexico, USA
Birth date: January 25, 1950
Marital Status: Married

Professional Experience

Owner, Qualifying Broker **2006 – Present**
New Mexico Outdoor Properties *Magdalena, NM*
A multi Broker New Mexico Real Estate Company.

President **1990 - 2010**
Foothill Associates *Magdalena, NM*
Conceived, designed, and implemented a consulting firm that worked with Venture Capital companies and individuals to industrialize their dreams.

Vice President, General Manager **1984 - 1990**
MJB Rice, Nestle', USA *Solon, OH*

1. Lead the creation and growth of the MJB Rice Company (A Subsidiary of Nestle' USA).
2. Directed a staff of over 200 in all functions of this same company.
3. Directed the financial, research, manufacturing, distribution, and sales departments for two divisions of The Nestle' Company.

National Sales Manager **1980 - 1984**
Ogden Food Products Corporation *Rochelle Park, NJ*

1. Managed and administrated the activities of 15 Sales Managers and two International Sales Managers who sold Hain, Progresso, and Tillie Lewis products

worldwide.

2. Facilitated the design of the new manufacturing facility in Stockton, CA

Buyer And Merchandising Manager

1970 - 1980

Safeway Stores, Inc.

Fremont, CA

Traditional purchasing function, store design supervision, warehouse management, transportation, ad program design, and vendor relations. Safeway's Division Volume \$2.5 billion with a HQ and warehouse staff of 1,200.

Professional
Experience

Major, Infantry (Active and Reserve)

1970-1986

United States Army

USA and Overseas

Command of Platoon, Company, and as Battalion Executive Officer. Cross trained in aviation, armor, and intelligence.

Masters Studies - Business Administration

Education

University of Southern California 1986 Los Angeles, CA

Bachelor of Science - Business Administration

University of San Francisco 1977 San Francisco CA

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

RECEIVED
JAN 08 2020
CITY CLERK

Name: Colleen Moon
Home Phone: N/A Work Phone: N/A
Cell Phone: 575-551-0193 Fax No: _____
E-mail address: colleenbrittonmoon@gmail.com
Physical Address: 3002 Los Robles
Is the above address within City limits? Yes ☒ No _____
Mailing Address: 3002 Los Robles, Alamogordo NM 88310
Present Employer: Alamogordo Public Schools Job Title: Head Swim Coach

Board/Committee you wish to serve on:

First choice: Parks and Recreations

Second choice: ?

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

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

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

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

Experience and education relating to the Board/Committee:

Experience:

1 Term on the COA parks and recreation board

Over the past two summers I have run a summer swim program for the city that acts as a bridge between the red cross lessons offered by the city and the high school swim team.

USMS Top 10 national time holder in 200 fly and 400 IM for the 2019 long course summer season

Former NCAA Division 3 Varsity Swimmer (Wheaton College 1998-2001)

Head Swim Coach Alamogordo High School 2014-2018, 2019-current

Head Coach Quail Hollow Swim Team (Summer 1998, 1999)

Head Coach of Ben Lippen High School Swim Team (Fall 1998)

Assistant Coach Saint Andrews Fitness Center Swim Team (Summer 1996)

Education:

BA Ancient Languages (Wheaton College, '03),
currently pursuing BSN from NMSU (anticipated graduation Dec 2020).

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

As a long-term resident of Alamogordo (since February 2012), I am passionate about the benefits of an active lifestyle for all our city residents. I spend hours every week running the trails around town and swimming laps in the rec pool when I am not coaching our high school team of 30+ student-athletes and teaching Algebra 1 at Imago Dei Academy. Additionally, my husband and I enjoy taking our children to the various parks around town and are eager for other families to benefit from all that Alamogordo has to offer.

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4100
FAX: (575)439-4396