



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

May 26, 2020 - 6:30 PM

The Commission Meeting will be a VIRTUAL MEETING with City Commission and City staff participating through video. The link is:
<https://www.youtube.com/channel/UCTTgU3xsQBqlyRaME7TaYrQ/live>

Richard Boss Mayor
Nadia Sikes Mayor Pro-Tem, District 2
Jason Baldwin District 1
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 a the north entrance of the City Hall, distributed to the appropriate news media, and posted on the City website: <http://ci.alamogordo.nm.us> within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Alamogordo website: <http://ci.alamogordo.nm.us>

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT

Residents must submit comments to the City Clerk prior to 3 p.m. on the day of the Commission meeting. Comments will be distributed to the Commission and the City Manager and will be included in the public record.

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.

1. Approve the minutes for the May 12, 2020 Regular meeting. *(Rachel Hughs, City Clerk)*
2. Consider, and act upon, the COVID-19 Families First Coronavirus Response Act (FFCRA) Federal contract to provide disaster relief activities specifically for congregate and home-bound meals. *(Magdalena Morales, ASC Manager)*.
3. Consider, and act upon, Resolution No. 2020-13 requesting the approval of the Housing Authority Police Officer Occupancy Plan. *(Marissa Ruiz, Housing Authority Manager)* **(Roll Call Vote Required)**
4. Consider, and act upon, Resolution 2020-16 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 May 26, 2020. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**
5. Consider, and act upon, the Direct Purchase of Services Vendor Agreement - Amendment #1 with the New Mexico Non-Metro Economic Development District. *(Magdalena Morales, ASC Manager)*
6. Consider, and act upon, the MOU with Kity City and Best Friends Animal Society to keep the cat life saving program in place. *(Richard Denton, Chief of Police)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

7. Consider, and act upon, approval of a preliminary plat for 2080 Hamilton Rd, the request is to create twelve lots from one existing parcel which are currently seven storage units. *(Stella Rael, City Planner)*
8. Consider, and act upon, first publication of Ordinance 1613 to amend the Food Vendor Ordinance. *(Jim LeClair, Fire Chief and Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**
9. Consider, and act upon, Resolution 2020-12 Cancelling all Existing Gross Receipts Investment Program Contracts. *(Brian Cesar, City Manager Petria Bengoechea, City Attorney)* **(Roll Call Vote Required)**
10. Consider, and act upon, Resolution No. 2020-17 requesting interim approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico, to adopt the Preliminary 2020-2021 Budget as of May 26, 2020. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

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

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 5/26/2020

Report Date: 5/20/2020

Report No: 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the May 12, 2020 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., VIRTUAL MEETING
May 12, 2020**

**RICHARD BOSS, MAYOR
SHARON McDONALD, COMMISSIONER
JOSH RARDIN, COMMISSIONER
DUSTY WRIGHT, COMMISSIONER
SUSAN PAYNE, COMMISSIONER**

**NADIA SIKES, MAYOR PRO-TEM
JASON BALDWIN, COMMISSIONER
BRIAN CESAR, 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. City Attorney Bengoechea was absent. City Clerk Hughs announced there was a quorum present. Invocation was given by City Clerk Hughs and the Pledge of Allegiance was led by Commissioner McDonald.

APPROVAL OF AGENDA

Commissioner Baldwin moved to approve the agenda.

Mayor Pro-Tem Sikes seconded the motion. Motion carried with a vote of 7-0-0.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

City Manager Cesar made the following remarks:

1. He said the Governor will be holding a Press Conference tomorrow at 3:00 pm. Emergency Operations Manager/ Fire Chief LeClair and staff has been working the past few weeks to ensure they have thermometers, masks and all other equipment that is required to be used. He said when they get the word from the Governor, they will probably be allowed percentages of staff and members of the public in various City buildings. There are going to be areas that will be shut down for an extended period of time such as the Recreation Center. He said they have received word from the State on the Senior Center and more than likely for people to go inside the building and use the facility will not be until the end of December, at the earliest.
2. He said Happy Birthday to Mayor Boss.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Boss made the following comments:

He said Mr. Heckert from Gerald Champion Regional Medical Center wanted to make a presentation. He said they tried to work it out, but in this format, it would be too difficult. He has worked with Mr. Heckert on getting some information about what is going on at the hospital, out to the public. He said the hospital has prepared a dedicated Covid emergency room entrance and a dedicated impatient Covid unit. He said right now they can take 15 Covid patients and that could easily be expanded to 32 people if the need arises. Patients are being rapidly tested for the virus before taken to the unit. He said they have performed a little over 900 tests with 94 percent done for Otero County and 8 positives as of today. All admissions to the hospital are required to be tested before they are admitted to the unit. He said they are the most capable hospital for testing and serves as a regional rapid testing facility for Mountain View, La Boyle, Rehab of New Mexico, Las Cruces, Artesia, and Ruidoso Hospitals. As of today, the lab has performed 254 tests. The hospital is well positioned with its PPE equipment. There is also separate patient flow. They have infection control tools; Germ Blast, ultraviolet light and

swipesense. The swipesense can tell if someone has been washing their hands on a regular basis. They are watching very carefully that the Covid virus does not get out in the hospital. They do 100 percent screening through the hospital and ambulatory clinic and they do this by giving the person a mask and taking their temperature. He said the main hospital operating room will resume on Monday May 18, 2020 on a gradual basis. Physician practices will resume over a period of time and construction projects are on schedule, they were uninterrupted by the virus.

Commissioner Payne asked if Mayor Boss said there were 8 cases in Otero County. Mayor Pro-Tem Sikes said that number was what was tested at the hospital. Commissioner Payne asked if they know if or how many of those were hospitalized. Mayor Boss said he does not have that information.

Mayor Boss reminded everyone that the Forest Service has been announcing that the fire danger in the mountains is extreme. He said for everyone to keep in mind when using water, that those mountains are providing us the water. If anyone sees someone with a fire going, please report it.

He talked about the 2020 Census and how people can respond to the questionnaire. He asked for anyone that has not responded to please do so. He mentioned that the last Census was not done completely and accurately.

CONSENT AGENDA

- 1. Approve the minutes for the April 23, 2020 Special meeting.** *(Rachel Hughes, City Clerk)*
- 2. Consider and act, upon, Ordinance 1615 for final publication amending 02-01-040 of Alamogordo Code of Ordinance.** *(Stephanie Hernandez, Assistant City Manager and Evelyn Huff, Finance Director).* **(Roll Call Vote Required)**
- 3. Consider, and act upon, Ordinance 1601 for final publication adopting a municipal gross receipts tax and repealing ordinance 1594.** *(Stephanie Hernandez, Assistant City Manager and Evelyn Huff, Finance Director).* **(Roll Call Vote Required)**
- 4. Consider, and act upon, acceptance of grant agreement from New Mexico Economic Development Department in the amount of \$100,000.** *(Debbie Osborne, Grant Coordinator)*
- 5. Consider, and act upon, acceptance of \$20,000 grant award from Petco Foundation to City of Alamogordo Animal Control.** *(Debbie Osborne, Grant Coordinator)*
- 6. Consider, and act upon, acceptance of \$10,000 grant award from Carroll Petrie Foundation to Alamogordo Animal Control.** *(Debbie Osborne, Grant Coordinator)*
- 7. Consider, and act upon, the amended contract (Amendment #2) with the New Mexico Economic Development District, Non-Metro Area Agency on Aging (NMAAA) for the Direct Purchase of Services.** *(Magdalena Morales, ASC Manager)*
- 8. Consider, and act upon, Resolution No. 2020-25 Authorizing the City Manager to establish utility payment plan program post COVID-19 pandemic.** *(Mark Threadgill, Customer Service Manager)* **(Roll Call Vote Required)**
- 9. Consider, and act upon, Resolution 2020-09 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 May 12, 2020.** *(Evelyn Huff, Budget Analyst)* **(Roll Call Vote Required)**
- 10. Consider, and act upon, the Alamogordo Police Department's application for the Community Driving While Intoxicated Program Funds (CDWI).** *(Richard Denton, Police Chief)*

11. Consider, and act upon, Resolution No. 2020-10 Revising the Fund Balance Policy beginning in Fiscal Year 2021. (Evelyn Huff, Finance Director) (Roll Call Vote Required)

12. Consider, and act upon, acceptance of a \$30,000 CARES Act grant award from the FAA to the Alamogordo Airport. (Jim Talbert, Airport Manager)

Commissioner Rardin asked to remove Item # 3 from the Consent Calendar.

Mayor Pro-Tem Sikes moved to approve item 1,2,4,5,6,7,8,9,10,11,12 of the consent calendar.

Commissioner Rardin seconded the motion.

Roll Call vote was taken.

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

ITEMS REMOVED FROM CONSENT AGENDA

3. Consider, and act upon, Ordinance 1601 for final publication adopting a municipal gross receipts tax and repealing ordinance 1594. (Stephanie Hernandez, Assistant City Manager and Evelyn Huff, Finance Director). (Roll Call Vote Required)

Commissioner Rardin said he pulled it so he could vote no.

Mayor Pro-Tem Sikes moved to approve.

Commissioner Baldwin seconded the motion.

Roll Call vote was taken.

Motion carried with a vote of 6-1-0. Commissioner Rardin voted nay.

PUBLIC HEARINGS

13. Consider, and act upon, Application No. 1153627, a Restaurant Beer and Wine Liquor License with on the Premises Consumption Only, located at 1022 N. White Sands Blvd to Chef Plutoe Off the Wall LLC DBA Off The Wall. (Rachel Hughs, City Clerk)

City Clerk Hughs announced Mr. French is present on the meeting for any questions. She stated the application is for a beer and wine license for on the premise consumption.

Commissioner Baldwin asked if the City Clerk usually gives information about the application, in terms of how many letters were sent out and if there were any replies. City Clerk Hughs said there were no letters sent out and the Planning and Zoning Department did an analysis back in 2019 which stated they were zoned properly for a restaurant and a liquor license.

Commissioner Baldwin moved to approve.

Commissioner Rardin seconded the motion.

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

NEW BUSINESS

14. Consider, and act upon, first publication of Ordinance 1614, Adopting International Fire Code 2015, and amending certain sections of Chapter 12 -"Fire Prevention and Protection. (Jim LeClair, Fire Chief) (Roll Call Vote Required)

Fire Chief LeClair said currently they are in the 2003 edition of the fire code and are about five publications behind the rest of the State, which includes the State Fire Marshall's and the Construction Industries. This will bring the City in line and additionally clean up Chapter 12.

Commissioner Rardin said the term "Fire Marshall" states any fire staff, from the fire department, who has achieved status of inspector through certification. He then asked how many the City has that have achieved that. Fire Chief LeClair said there are about 14 of his staff and they work under his direction. He also said all the staff is required to be inspector level because they run an inspection program to do their staffing levels. Commissioner Rardin said when they do their final inspection for their permits will it be any firefighter coming in. Fire Chief LeClair said when it comes to final inspections the State Fire Marshall is involved in the inspection and all they do is assist them. He then said in regard to the fire inspection it will be either himself, Deputy Chief or a fire department staff member. Commissioner Rardin asked about Section 12-2-030 which has to do with flammables or combustible equipment, what are they going to do with existing companies that have above ground tanks. Fire Chief LeClair said it will be handled the exact same way as it was handled in the past. The only things that changed in the International Fire Code is the Chapters. Commissioner Rardin said the only thing that concerned him is that the ordinance says storage of flammable liquids or above ground tanks are prohibited, except those that are constructed in accordance with. He said he doesn't really know what that is because the ordinance just refers to numbers. Fire Chief LeClair said he would have to research that because he doesn't have the International Fire Code or the Ordinance with him. Commissioner Rardin was concerned when Fire Chief LeClair retires and whoever takes over, goes around shutting down tanks because it is says "prohibited" in the ordinance.

Commissioner Rardin moved to approve.

Commissioner Wright seconded the motion.

Roll Call vote was taken.

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

15. Consider, and act upon, award of Public Works Bid No. 2020-002 to La Luz Dirt & Paving, LLC related to the Griggs Field Detention Basin project in an amount not to exceed \$501,957.00, including NMGRT. (Bob Johnson, Engineering Manager)

Engineering Manager Johnson explained the project. He said they received 8 bids total and 3 were local. He said staff is recommending awarding the bid to La Luz Dirt & Paving LLC.

Commissioner McDonald said it was her first time looking at the bid tabulation sheets. She asked about the amounts on the sheets. Engineering Manager Johnson said the first amount of \$480,000 on the bid sheet is for the base bid work because they were unsure if bids would come in for budget. He said they elected to put all of the chain link fencing work as a bid alternate. He said that allows the City to either accept the award or reject it if it exceeded available funding. In this case the funding was within available funding, so staff is recommending approval of the base bid work and the chain link work as well.

Commissioner Payne was concerned with one contractor's bid coming in way lower than the others. Engineering Manager Johnson said there are multiple answers to the question and staff had the same concern. He said staff reached out to the apparent low bidder in writing and asked them to verify or confirm their bid in writing, not for an opportunity to increase their bid, but to verify that their numbers are correct or give them an opportunity to withdraw their bid if they felt they made an error. They confirmed that their numbers were accurate. In addition, his conversation with a number of contractors the past couple weeks with the current economic downturn due to the Covid-19 pandemic, they are finding that a lot of contractors are trying to keep their doors open and trying to keep their staff employed. There are not a lot of bidding opportunities in the general region to keep construction contractors going. Going out of town is not real attractive for the local contractors because a lot of hotels are restricting movement within those areas, so people are trying to stay as close to home as they can. Most of the contractors are bidding at or close to cost, lowering their overhead just to keep their folks employed. He said La Luz Dirt & Paving owns all of their equipment versus renting or leasing it. He said in combination of all those things the City is not in any danger of this thing being changed ordered to death. The City has awarded several projects to La Luz Dirt & Paving over the past several years and all of those projects have come in on or below budget and on time.

Commissioner Rardin moved to approve.
Commissioner Wright seconded the motion.
Motion carried with a vote of 7-0-0.

16. Consider, and act upon, award of Public Works Bid No. 2020-004 to General Hydronics Concrete, LLC. related to the Alta Vista Compliance Improvements project in an amount not to exceed \$363,074.94, including NMGRT. (Bob Johnson, Engineering Manager)

Engineering Manager Johnson explained the project. He said staff received two bids and is recommending approval to General Hydronics Concrete. This project is funded by a federal allocation through HUD. Pursuant to HUD requirements they had a mandatory pre-bid conference and only attendees were allowed to bid. He also said the work will take place in the Alta Vista housing authority area just west of City Hall near 7th Street.

Commissioner Baldwin moved to approve.
Commissioner Rardin seconded the motion.
Motion carried with a vote of 6-0-1. Commissioner Wright abstained from vote.

17. Consider, and act upon, approval of Amendment 1 to Smith Engineering Company related to the Alta Vista Compliance Improvements project, in an amount not to exceed \$8,279.41, including NMGRT. (Bob Johnson, Engineering Manager)

Engineering Manager Johnson explained the amendment. He said this amendment incorporates additional construction phase services authorized within the existing agreement. He said they do this on a case by case basis, and it is project specific.

Commissioner Rardin asked if this was for the engineering services for the project they approved in item 16. Engineering Manager Johnson answered yes. Commissioner Rardin said this wasn't included in the original, this is for basically handling the paperwork. Engineering Manager Johnson said correct, the original agreement was for the design work itself, it did not go beyond plan and specs. This amendment will allow them to go beyond the award of the project as far as the pre-construction conference, responding RFI's, reviewing the material approval submittals, approving the drawings and such.

Commissioner Rardin asked if they anticipate seeing any other change orders from this engineering firm. Engineering Manager Johnson answered, absolutely not. He said Smith Engineering has been someone they have been working for three years now, and they have gained the respect of the engineering staff as well as the water operation staff. The City has been working with them on a number of projects and they have been on the spot every time, they are not prone for price increases. He said they are one of the more reasonable consulting firms they are working with right now.

Commissioner Rardin asked if they take a long time to get answers. Engineering Manager Johnson answered no. He said in their experience it is either next day or within 48 hours. He also said this project is mostly sidewalks and ADA work, so there should be a lot of questions with it.

Mayor Pro-Tem Sikes asked when they anticipate starting the project and how long do they think it will take. Engineering Manager Johnson said he does not have the performance period with him, but he believes it is about 5 months. He said with the Commission's approval of the project he expects the project to start within three weeks depending on Housing Authority staff.

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

18. Consider, and act upon, first publication of Ordinance 1616, an ordinance amending 02-03-440 through 02-03-560 of the Alamogordo Code of Ordinances regarding labor relations. (Katie Josselyn, Human Resources Director) (Roll Call Vote Required)

Human Resources Director Josselyn said this is removing their labor relations ordinance. She said during the legislative session House Bill 364 was passed. The legislation makes changes to the way the City bargains with its employees and validates the City's labor relations board, changes to union eligibility, and also makes changes to policies regarding employee information and how that is shared, timelines for notices and bargaining. In the past the City would have been grandfathered into its old ordinances, but this legislation strikes the City's ability to do so. She said the City Attorney conferred with outside Counsel and Union specialists, and with everyone's agreement they thought they should strike the City's ordinance. The compliance deadline for this legislation is July 1, 2020.

**Mayor Pro-Tem Sikes moved to approve.
Commissioner Rardin seconded the motion.
Roll Call vote was taken.
Motion carried with a vote of 7-0-0.**

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

Mayor Boss read the openings and appointed Beth Crabbe to the Planning and Zoning Commission. No one was opposed.

**Commissioner Rardin moved to adjourn at 7:21 p.m.
Commissioner McDonald seconded the motion.
Motion carried with a vote of 7-0-0**

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)
Approved at the Regular Meeting held on May 26, 2020.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 5/26/2020

Report Date: 5/12/2020

Report No: 2.

Submitted By: Britney Courtier

Subject: Consider, and act upon, the COVID-19 Families First Coronavirus Response Act (FFCRA) Federal contract to provide disaster relief activities specifically for congregate and home-bound meals. *(Magdalena Morales, ASC Manager)*.

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Total Amount Budgeted: \$25,756.75

Amount budgeted for Congregate Meals Program: \$8,585.30

Amount budgeted for Home-bound Meals Program: \$17,171.45

Recommendation: Approve the emergency funding.

Background: This award is made and entered into by and between the North-Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA) and the City of Alamogordo, Alamo Senior Center. This emergency funding will provide assistance for the Senior Center's Congregate and Home-bound Meal programs.



North Central New Mexico
Economic Development District
Non Metro Area Agency on Aging
3900 Paseo Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com



MEMORANDUM 2020-02

Date: May 1, 2020

Constant Contact Correspondence

To: Non-Metro Area Agency on Aging Vendors/Providers

From: Marcia A. Medina, Community Services Director
Monica Abeita, NCNMEDD Executive Director

Re: FFRAC COVID-19 Contract Guidance

New Mexico has received the Major Disaster Declaration (MDD) which allows maximum flexibility for use of federal OAA funding **for any disaster relief activities** for older individuals or family caregivers served under the OAA. Non-Metro Area Agency on Aging (Non-Metro AAA) as part of North Central New Mexico Economic Development District (NCNMEDD) is providing guidance for the utilization of Families First Coronavirus Relief Act (FFRCRA) disaster relief funds as of March 2020 through September 30, 2021.

Attached you will find the following:

1. FFCRA COVID-19 Contract effective March 1, 2020 – September 30, 2021
2. Notice of Grant Award
3. Excel Budget Expense Report to be submitted monthly.

Guidance:

1. As of March 1, 2020, the MDD allows all expenditures to be tied to actual expenditures and not be tied to a unit or unit cost. This applies to the FFCRA award and your FY 19-20 Title III DPS Funds (federal and state). The attached Budget Expense Report document allows you to expense out all operations of your organization and be reimbursed based on actual expenses for disaster relief activities.
2. Use all of the FY19-20 Title III DPS contracted funds first. The MDD allows for flexibility for use of all funds to be directed to any disaster relief activities.
3. The extended end date of the FFCRA allows you to utilize funds if needed immediately, however, waiting to tap into FFCRA funds allows you to plan for supply and food purchases as we enter the FY 2020-2021 program period.
4. On the Budget Expense Report Document please complete the Contact Name, Telephone number and Email address of the person completing the form. Remember to keep all receipts and invoices.

5. You are to continue to report units utilizing the SAMS COVID Rosters developed in collaboration with ALTSD and the Non-Metro AAA Tucumcari Data Center staff. Contact Joe Rey jrey@ncnmedd.com if you need assistance or have questions regarding the COVID Rosters.
6. Follow the staff salary guidance letter from ALTSD sent on May 1, 2020 via Non-Metro constant contact communication.

It has been announced that a second COVID-19 Coronavirus Aid, Relief, and Economic Response Act (CARES) will be awarded to Non-Metro AAA by ALTSD. At the time of release of the FFCRA contracts, Non-Metro AAA has not yet received that award. Be advised that it is forthcoming and will also have an end date for utilization of September 30, 2021.

Please have the authorized individual *sign and date* both the FFCRA Contract and the NGA then scan and return to the attention of your point of contact and:

Rosa Lira, rosal@ncnmedd.com
cc to Marcia Medina, marciam@ncnmedd.com

Call 505-395-2668, your point of contact or 505-356-9379 if you have any questions.

Thank you for your commitment and dedication to serve New Mexico's precious older and most vulnerable adults and children.

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

COVID-19 FFCRA FEDERAL SUB-AWARD

This Award is made and entered into by and between North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as "Agency", and **City of Alamogordo**, Senior Center, hereinafter referred to as "Subrecipient", and is effective as of the date set forth below upon which it is executed by the Agency and collectively as the "Parties". This emergency award is specifically for: Program (CM-C2 and HD-C2) pursuant to the Families First Coronavirus Response Act (FFCRA), Older Americans Act Title III - Congregate Meals and Home-Delivered Meals awarded to New Mexico on March 20, 2020.

IT IS IN AGREEMENT BETWEEN THE PARTIES:

1. Scope of Services.

- A. The Subrecipient shall perform the work outlined in Attachment 1, Scope of Work.

2. Compensation.

- A. The Agency shall pay to the Subrecipient, in full, payment for services satisfactorily performed based upon deliverables as outlined in Attachment 1, Scope of Work. The amount payable to the Subrecipient under this Award, including gross receipts tax, shall not exceed \$25,756.75. The Subrecipient shall ensure that the COVID-19 Emergency funds are to be used exclusively as outlined in Attachment 1, Scope of Work. The Subrecipient is responsible for notifying the Agency when the services provided under this Award reach the total compensation amount. In no event will the Subrecipient be paid for services provided in excess of the total compensation amount without this Award being amended in writing prior to those services in excess of the total compensation amount being provided.
- B. Payment for services shall be consistent with all applicable federal and state laws and regulations.
- C. Payments to the Subrecipient will be made subsequent to receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient's own risk, and the Agency shall not be liable for such expenditures.
- D. Payments to the Subrecipient may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Award or for expenditures which are not properly documented or substantiated by the Subrecipient. The Subrecipient agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient's

violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient's non-compliance.

- E. The total payments for services rendered by the Agency under the terms and conditions of this Award shall not exceed those listed in this Award.
- F. Payments to the Subrecipient will be made electronically through the Automated Clearing House (ACH) Network.

3. Terms of the Award

This Award shall become effective March 1, 2020 and shall terminate on September 30, 2021, unless terminated pursuant to the Families First Coronavirus Response Act (FFCRA), Older Americans Act Title III - Congregate Meals and Home-Delivered Meals awarded to New Mexico Aging and Long-Term Services Department on March 20, 2020.

4. TERMINATION.

- A. This Award may be terminated by the Agency without cause upon written notice delivered to the Subrecipient at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Award may be terminated immediately, upon written notice to the Subrecipient, if the Subrecipient becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Award, the Subrecipient or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient fails to comply with any of the terms contained herein or is in breach of this Award as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient's default or breach of this Award. This Award may also be terminated by the Subrecipient upon thirty (30) days written notice to the Agency.
- B. Termination Management. Immediately upon receipt of notice of termination of this Award by either the Agency or the Subrecipient, the Subrecipient shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Award without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Award; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Award and any non-expendable personal property or equipment purchased by the Subrecipient with award funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient under the paragraph of this Award regarding financial records.

5. **Status of Subrecipient.**

The Subrecipients, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Award. The Subrecipient acknowledges that all sums received hereunder are reportable for income tax purposes.

6. **Assignment.**

The Subrecipient shall not assign or transfer any interest in this Award or assign any claims for money due or to become due under this Award without the prior written approval of the Agency.

7. **Subcontracting.**

The Subrecipient shall not subcontract any portion of the services to be performed under this Award without the prior written approval of the Agency. No such subcontract shall relieve the primary Subrecipient from its obligations and liabilities under this Award, nor shall any subcontract obligate direct payment from the Agency.

8. **Release.**

The Subrecipient acceptance of final payment of the amount due under this Award shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Award. The Subrecipient agrees not to purport to bind the Agency unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

9. **Confidentiality.**

Any information provided to or developed by the Subrecipient in the performance of this Award shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Award. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Award.

10. **Product of Service – Copyright.**

All materials developed or acquired, by the Subrecipient, under this Award, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Award. Nothing produced, in whole or in part, by the Subrecipient, under this Award, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient.

11. Conflict of Interest.

The Subrecipient warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Award. The Subrecipient certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

12. Amendment.

This Award shall not be altered, changed or amended, except by instrument in writing, executed by the parties hereto.

13. Merger.

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

14. Penalties.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

15. Applicable Law.

The laws of the State of New Mexico shall govern this agreement.

16. Workers Compensation.

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

17. Records and Financial Audit.

The Subrecipient shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Award's term and effect and retain them for a period of three (3) years from the date of final payment under this Award. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Award shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant

to this Award, the Subrecipient receives federal funds subject to the Single Audit Act, the Subrecipient shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

18. Indemnification.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Award. Any liability incurred in connection with this Award is subject to the immunities and limitation of the New Mexico Tort Claims Act.

19. Internal Dispute Mediation.

The Subrecipient shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient and the Subrecipient hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of this Award.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

20. Participant Grievance.

The Subrecipient will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Award. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

21. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient will maintain full-time Key Personnel throughout the term of this agreement.

22. Invalid Term Or Condition.

If any term or condition of this Award agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

23. Enforcement Of Award.

A party's failure to require strict performance of any provision of this Award shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Award shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Award shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD

Attn: Marcia A. Medina

3900 Paseo Del Sol

Santa Fe, NM 87507

SUBRECIPIENT:

25. Insurance.

The Subrecipient shall secure and maintain, during the term of this Award, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient shall secure and maintain, during the term of this Award, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient's employees. All policies of liability insurance that Subrecipient is obligated to maintain, according to this Award, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Award and by reference made a part hereof.

26. Authority.

The individual(s) signing this Award on behalf of Subrecipient represents and warrants that he or she has the power and authority to bind Subrecipient, and that no further action, resolution, or approval from Subrecipient is necessary to enter into a binding contract.

27. Signatures.

For the faithful performance of the terms of this Award, the parties affix their signatures and bind themselves **retroactive to March 1, 2020.**

Legal Name of Subrecipient

Signature

Printed/Typed Name of Signatory

Date

*NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging*

Monica Abeita

Signature

*Monica Abeita, Executive Director
Printed/Typed Name of Signatory*

04/30/2020

Date

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging
COVID-19 FFCRA FEDERAL SUB-AWARD**

ATTACHMENT 1 –SCOPE OF WORK

A. Purpose.

The purpose of this Scope of Work is to assure the delivery of home delivered and congregate meal services pursuant to and in accordance with the Family First Coronavirus Response Act, (FFCRA), Title III of the Older Americans Act of 1965 and all relevant amendments and state and federal enabling regulations, within the Service Area. The services provided shall support older adults in maintaining independent and healthy lifestyles, address food insecurity and nutrition.

B. Target Population.

1. Target populations include persons age 60 or older and their spouses of any age, younger disabled persons who reside with persons age 60 or older, caregivers of any age who care for persons age 60 or older, caregivers age 60 or older who care for children or younger disabled persons, and the recipients of their care.
2. Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

C. Guidelines for FFCRA funds.

1. This Award acknowledges New Mexico's Major Disaster Declaration (MDD) (<https://www.fema.gov/disaster/4529>) which allows flexibility for use of the Families First Coronavirus Relief Act (FFRCRA) by subrecipients.
2. The MDD allows for maximum flexibility in FFCRA and does not need a separate application, transfer request, or request for a waiver --to use existing Title C-1 and C-2 for disaster relief. This means subrecipient contractors may use Title C-1 and C-2 funds **for any disaster relief activities** for older individuals or family caregivers served under the OAA.
3. The flexibility applies to funding awarded in current FY20 contracts, and any future contracts issued for FFCRA funding. **As of March 2020, all expenditures should be based upon actual expenditures and should not be tied to a unit or unit cost.** Please

note the reporting requirement below to use the COVID-19 SAMS roster to capture units of service.

4. Meals funded through FFCRA following a declaration of a major disaster, are not required to meet the DGAs and the DRIs, *however*, ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.
5. When meals that meet the DRIs/DRAAs are unavailable, subrecipients should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

D. Responsibilities of the Subrecipient.

1. Allowable Activities
 - a. Increase the number of congregate and home delivered meals provided.
 - b. Restore or reinstate staff positions that have been eliminated or reduced.
 - c. Create jobs that will support the increase in number of meals provided.
2. Funding Requirements
 - a. FFCRA funding was originally granted specifically for C-1 and C-2 services. The MDD means this funding can be used for any disaster relief activities for older individuals or family caregivers served under the OAA.
 - b. FFCRA funds are transferable between Title III -C1 and Title III-C2
 - c. Subrecipients have flexibility on allocating funds.
3. Reporting Requirements
 - a. FFCRA funding will be tracked separately from the Older Americans Act program funds.
 - b. Subrecipients are required to submit separate reports specifically related to the Award.
 - c. Subrecipients shall utilize the COVID-19 SAMS roster to capture units of service – regardless of what they are.
 - d. Subrecipients must maintain a separate accounting fund for FFCRA dollars.
 - e. C-1 and C-2 reporting must be separate for both program and fiscal reports.
 - f. Subrecipients shall only be compensated for expenses itemized in their approved FFCRA budget form which is to be completed and returned each month per the reporting requirements.

{end}

**NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NOTIFICATION OF GRANT AWARD
(NGA)**

GRANTEE: Alamogordo, City of ADDRESS: PHONE:				APPROVED BUDGET PERIOD FROM: 4/1/2020 TO: 9/30/2021		Grant/Action New/Cont: ☐		NGA DATE 4/30/2020	
						Revision: ☐ BAR: ☐ Other: ☐			
DESCRIPTION				FEDERAL	STATE	LOCAL	IN-KIND	PROJ. INC.	TOTAL
AAA Administration									
Title IIIB				0	0	0	0	0	0
Title IIIC1				8585.3	0	0	0	0	8585.3
Title IIIC2				17171.45	0	0	0	0	17171.45
Title IIID				0	0	0	0	0	0
Title IIIE				0	0	0	0	0	0
Subtotal				\$ 25,756.75	\$ -	\$ -	\$ -	\$ -	\$ 25,756.75
Title IIIB Access				\$ -			\$ -		\$ -
In-Home							\$ -		\$ -
Community All Other				\$ -		\$ -	\$ -		\$ -
Subtotal				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIC1 Meal Costs				\$ 8,585.30					\$ 8,585.30
Subtotal				\$ 8,585.30	\$ -	\$ -	\$ -	\$ -	\$ 8,585.30
Title IIIC2 Meal Costs				\$ 17,171.45					\$ 17,171.45
SubTotal				\$ 17,171.45	\$ -	\$ -	\$ -	\$ -	\$ 17,171.45
Title IIID Health Promotion				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIE Alzheimer				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Care Giver Support				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEMONSTRATON DEMO GRANT									
ALZHEIMER Respite Care				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ALL STATE OTHER				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB TOTALS									
Title IIIB				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIC1				\$ 8,585.30	\$ -	\$ -	\$ -	\$ -	\$ 8,585.30
Title IIIC2				\$ 17,171.45	\$ -	\$ -	\$ -	\$ -	\$ 17,171.45
Title IIID				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIE				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alzheimer Respite Care				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All State Other				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL				\$ 25,756.75	\$ -	\$ -	\$ -	\$ -	\$ 25,756.75
COMPUTATION OF GRANT				8. Federal/State Shares will be comprised of: a. Federal/State FY 20 ____ Federal 0 grant unearned State 0 in previous project year(s) 0 b. Carry Over FY 20 ____ Federal 0 State 0 c. New Obligational FY-2020 Federal 0 \$ 25,756.75 Authority Herein Awarded State 0 \$ -					
1. Estimated Total Cost..... \$ 25,756.75									
2. LESS Anticipated Proj. Inc. \$ -									
3. Estimated Net Cost..... \$ 25,756.75									
4. Non-federal and Non-state Share of Net Cost.....									
5. Proj. Inc. (Used as Match)..... \$ -									
6. Federal Share of Net Cost..... \$ 25,756.75									
7. State Share of Net Cost.... \$ -									

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

- Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
- If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
- In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
- Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
- The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
- Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
- All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- Inventory of project equipment will be maintained and submitted as requested.
- Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of Area Agency on Aging Authorizing Official: Monica Abeita, Executive Director <i>Monica Abeita</i> 04-30-20	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award. Date: _____ Date: _____
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AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 5/26/2020

Report Date: 5/13/2020

Report No: 3.

Submitted By: Marissa Ruiz

Subject: Consider, and act upon, Resolution No. 2020-13 requesting the approval of the Housing Authority Police Officer Occupancy Plan. (*Marissa Ruiz, Housing Authority Manager*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Resolution.

Background: The Department of Housing and Urban Development allows housing authorities to designate one unit per development as a law enforcement unit. Beginning in 2006, the Housing Authority began to participate in this program by offering a unit to a licensed, professional law enforcement officer from the Alamogordo Police Department. The police officer pays a reduced amount of rent in exchange for their presence in the neighborhood and their assistance with issues that arise. This has been a very successful program for the Housing Authority and has helped improve the overall environment of the developments.

HUD requires a review and a recertification of the program every three years. The Housing Authority Board has recommended the continuation of the program.

LEASE AGREEMENT

STATE OF NEW MEXICO COUNTY OF OTERO

This lease agreement is made and entered into by and between the Housing Authority of the City of Alamogordo, Otero County, New Mexico and Officer _____, in consideration of the mutual covenants hereinafter set forth and agrees as follows:

1. The Police Officer and his/her immediate family (Tenant) hereby leases the following described premises located in Alamogordo, NM: _____.

The lease shall be for a period of one year beginning on the ____ day of _____, and ending _____ unless terminated by mutual agreement of the parties hereto or by the terms of the Contract.

The lease agreement shall be automatically renewed for a successive term of one year at the end of its term unless either party provided thirty (30) days written notice to the contrary.

The Officer and family shall comply with all the rules and regulations which are signed, attached and become a part of this lease agreement.

2. The Officer hereby agrees to pay to the Housing Authority rent of fifty dollars (\$50.00) per month.

The amount of rent established above shall be paid until such time that it is determined that rent is unreasonable in relation to upkeep of the Unit, at which time a new amount of rent could be re-negotiated with the Tenant.

3. The Tenant will be responsible for payment of water, natural gas and electricity.
4. A Security Deposit of three hundred dollars (\$300.00) will be held by the Housing Authority toward reimbursement of the cost of cleaning and repairing any damages beyond normal Wear and Tear to the Unit and/or premises caused by the family or guests. Payment of the Security Deposit is to be made upon occupancy and any refund of the Deposit due the occupant will be refunded within thirty (30) days after the Occupant yields possession of the keys to the Unit to the Housing Authority.
5. The Housing Authority would expect the visibility and interaction of the Officer with the residents of the Housing Authority to be part of this agreement.
6. The Officer's right of occupancy of the Unit is dependent on continued employment with the Alamogordo Police Department. Should the Officer terminate employment, the

Officer and family will be expected to vacate the Unit within thirty (30) days of Notice of Termination of employment.

The Housing Authority agrees to maintain the premises and the project in a decent, safe and sanitary condition. Maintenance and repair work (beyond normal wear and tear), will be billed to the Tenant. Payment for such charges shall become due and payable two (2) weeks after the Housing Authority gives written notice of the charge.

The Housing Authority will not be responsible for any loss, liability or expenses (including attorney's fees) due to fire, theft, or accident or any other events occurring on the premises or site. It is the occupant's responsibility to provide for their own "Renter's Insurance."

In Witness Hereof, the parties have executed this Lease Agreement on this ____ day of _____

Officer's Signature

Spouse's Signature

HA Manager

Housing Authority of the City of Alamogordo
2020 Police Officer Occupancy Plan

History – In 2006, for the purpose of increasing security at Plaza Hacienda and Alta Vista complexes, the Housing Authority of the City of Alamogordo designated one apartment per development to be occupied by a licensed, professional Police Officer and family.

Changes – Since the renewal of the plan in 2017 the HA has observed several positive changes in both communities.

Alta Vista – Alta Vista has seen steady occupancy with more units occupied for longer periods of time. In the past two years there has been no evidence of gang activity. The law enforcement officer on site reports potential problems to the HA office on a regular basis. Additionally, the officer and her family have helped foster an increased sense of community and neighborhood.

Plaza Hacienda – The unit has been housed with an officer for over a year. The Officer maintains communication with the Housing Office and reports any potential problems. The officer has a visible presence in the neighborhood which the tenants have responded well to.

Cost – The police officers each pay \$50.00 in rent a month plus a deposit appropriate to the unit size. They are responsible for all their utilities. Market rent for both units totals approximately \$1,077.00 monthly.

Plan – The right of occupancy is dependent on continued employment in law enforcement specifically with the Alamogordo Department of Public Safety. The HA expects the officer will report any suspicious activity to the appropriate law enforcement agency when off duty and inform the HA of any incident reported to on-duty law enforcement. The officer will visit the office staff regularly to informally report potential problems on the property.

Recommendation – Maintaining police presence has had a constructive impact on both sites. Many potential problems are being averted and issues are resolved quickly. The loss of revenues is offset by the sense of safety that has been introduced to the HA, the information received about activity beyond the normal work day, and the sense of neighborhood that has been fostered.

RESOLUTION NO. 2020-13

A RESOLUTION REQUESTING APPROVAL OF THE POLICE OFFICER OCCUPANCY PLAN

WHEREAS, The Housing Authority has housed Police Officers for the past fourteen years and has increased security for the residents of Plaza Hacienda and Alta Vista; and

WHEREAS, the Housing Authority may select to designate housing units to be occupied by duly licensed, police officers employed by a local, state or federal entity; and

WHEREAS, a special lease agreement will be instituted for Police Officers which will outline the parameters of their residency; and

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Police Officer Occupancy Plan is approved.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 26th day of May 2020.

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 5/26/2020

Report Date: 5/19/2020

Report No: 4.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2020-16 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 May 26, 2020. (*Evelyn Huff, Finance Director*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Beginning Cash Balances \$0

Revenues (218,306) (Decrease)

Expenditures 85,403 (Increase)

Transfers In 0

Transfers Out

Net Impact (303,709)

Recommendation: Approve the Resolution

Background: The City Commission adopted the FY 2019-2020 budget on May 14, 2019. The Department of Finance & Administration granted approval of the City of Alamogordo's Fiscal Year FY 2019-2020 Final Budget on August 2, 2019. Resolution 2020-XX amends the Budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of revisions are attached for your review.

**ALL FUNDS SUMMARY
BUDGET 2019-2020**

1/12TH REQ RSRV
1,090,086
1/12TH REQ RSRV
1,090,086
Fund Reserve Policy
487,127
Bal. Remaining
3,350,067

FY20 BUDGET - RESOLUTION 2020-16 (#11) MAY 26, 2020

FUND NO.	FY 2019-2020 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	6,853,189	18,971,383	293,708	7,019,880	(6,726,172)	13,081,034	6,017,366	2,667,299	3,350,067
12	INTERNAL SERVICE FUND	82,565	412,447	2,770,207	40,826	2,729,381	3,211,241	13,152		\$13,152
15	CORRECTIONS-JAIL	10,663	81,827	39,000	259	38,741	121,000	10,231		\$10,231
16	LODGER'S TAX-PROMOTIONAL FUND	181,723	209,795	6,695	1,749	4,946	268,128	128,336		\$128,336
17	POLICE COURT BOND	10,438	0	0	0	0	0	10,438		\$10,438
19	COURT AUTOMATION FUND	5,867	52,566	17,220	19,734	(2,514)	55,919	0		\$0
20	LODGER'S TAX-CITY	98,458	358,596	0	57,702	(57,702)	399,350	2		\$2
21	D.A.R.E. DONATIONS FUND	23,639	6,224	0	0	0	12,258	17,605		\$17,605
24	GRANT CAPITAL IMPROVEMENT	0	1,405,501	20,000	0	20,000	1,312,148	113,353		\$113,353
27	MUNICIPAL COURT OPERATIONS	8,775	11,000	431,141	14,058	417,083	436,527	331		\$331
28	POLICE CONTINGENCY	62,595	4,184	0	0	0	10,000	56,779		\$56,779
31	CEMETERY-PERPETUAL CARE	770,756	25,843	0	0	0	0	796,599		\$796,599
32	COMMUNITY SERVICES	124,369	390,449	4,010,000	623,914	3,386,086	3,898,880	2,024		\$2,024
33	FIRE PROTECTION	400,617	747,739	0	0	0	937,605	210,751	23,204	\$187,547
35	HIDTA GRANT FUND	(0)	28,239	0	0	0	28,239	(0)		(\$0)
36	LAW ENFORCEMENT FUND	(0)	63,000	0	0	0	63,000	(0)		(\$0)
37	STATE HIGHWAY FUND	127,401	36,289	0	0	0	26,823	136,867		\$136,867
38	TRAFFIC SAFETY FUND	69,142	23,684	0	0	0	44,146	48,680		\$48,680
39	STATE JUDICIAL	3,416	75,500	0	0	0	75,500	3,416		\$3,416
42	1984 GROSS RECEIPTS TAX	245,032	1,870,673	0	1,546,149	(1,546,149)	24,244	545,312	262,110	\$283,202
44	TRANSPORTATION FUND	0	2,121,394	1,370,159	153,157	1,217,002	3,042,304	296,092		\$296,092
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		\$0
49	1986 GROSS RECEIPTS TAX	4,373,647	1,931,212	0	2,777,234	(2,777,234)	1,031,511	2,496,114	269,728	\$2,226,386
50	PROPERTY ACQUISITION	84,410	0	0	0	0	0	84,410		\$84,410
53	GENERAL OBLIGATION	872,135	1,049,847	0	0	0	1,021,018	900,964	510,509	\$390,455
54	REVERSE OSMOSIS PROJECT RSV	21,967	0	174,046	0	174,046	174,046	21,967		\$21,967
56	99 GRT FLOOD CONTROL BOND PROJ	1,650,690	30,981	3,971,608	176	3,971,432	3,916,221	1,736,882		\$1,736,882
59	REVENUE BOND P & I FUND	149,984	7,250	2,678,368	0	2,678,368	2,678,368	157,234		\$157,234
61	MUNICIPAL INFRASTRUCTURE .0625%	818,034	467,742	0	820,164	(820,164)	6,061	459,551		\$459,551
63	COMMUNITY DEVELOPMENT	33,500	0	444,242	42,663	401,579	432,756	2,323		\$2,323
69	1994 GROSS RECEIPTS	2,219,834	1,867,194	0	2,598,874	(2,598,874)	24,244	1,463,910	553,279	\$910,631
71	ALAMO SENIOR CENTER	21,630	844,711	588,400	2,379	586,021	1,446,211	6,151		\$6,151
74	ALAMO SENIOR CENTER GIFT	141,812	21,642	0	0	0	81,474	81,980		\$81,980
75	RETIRED & SENIOR VOL. PROGRAM	100	232,414	57,000	17,068	39,932	272,166	280		\$280
81	WATER/SEWER OPERATING	10,264,053	20,633,112	2,744,578	2,071,120	673,458	29,347,262	2,223,361	946,315	\$1,277,046
82	98 JT WATER/SEWER BOND P&I	1,253,517	3,226,821	1,933,872	0	1,933,872	5,132,296	1,281,914		\$1,281,914
86	SOLID WASTE COLLECTION SYS.	458,723	2,291,579	0	136,255	(136,255)	2,147,788	466,259	158,023	\$308,236
88	BONITO CAMPGROUND	385,257	5,518	0	0	0	0	390,775		\$390,775
89	ESGRT .0625%	2,537,187	487,564	0	1,048,475	(1,048,475)	306,595	1,669,681		\$1,669,681
90	GOLF COURSE	11,600	1,270,625	274,450	82,406	192,044	1,474,244	25		\$25

**ALL FUNDS SUMMARY
BUDGET 2019-2020**

1/12TH REQ RSRV
1,090,086
1/12TH REQ RSRV
1,090,086
Fund Reserve Policy
487,127
Bal. Remaining
3,350,067

FY20 BUDGET - RESOLUTION 2020-16 (#11) MAY 26, 2020

FUND NO.	FY 2019-2020 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
91	AIRPORT	12,569	337,366	200,000	47,933	152,067	389,328	112,674		\$112,674
94	OTERO GREENTREE REG LANDFILL	4,698,915	1,629,124	0	2,972	(2,972)	3,700,061	2,625,006		\$2,625,006
96	SELF-INSURED FUND	494,406	68,939	0	8,000	(8,000)	50,239	505,106		\$505,106
98	PAYROLL CLEARING	210,809	0	0	0	0	0	210,809		\$210,809
104	UTILITY DEPOSITS	660,682	0	0	0	0	0	660,682		\$660,682
105	ECONOMIC DEVELOPMENT	3,184,151	1,036,662	0	0	0	849,341	3,371,472		\$3,371,472
107	SELF INSURED/LIABILITY	682,061	11,694	330,000	0	330,000	422,169	601,586		\$601,586
109	2004 GRT CAPITAL OUTLAY	11,931,219	3,873,463	0	3,221,438	(3,221,438)	8,049,041	4,534,203	534,720	\$3,999,483
114	SIDEWALKS REVOLVING LOANS	138,887	2,095	0	0	0	32,360	108,622		\$108,622
115	CORP ESCROW ACCOUNT RESERVE	0	0	0	0	0	0	0		\$0
119	2012 GRT REF/IMP REVBD	1,202,310	24,232	0	0	0	903,817	322,725		\$322,725
121	2015 GO BONDS-FUN CENTER	87,476	1,441	0	0	0	0	88,917		\$88,917
122	2015 GO BONDS-STREETS	169,501	3,003	0	0	0	0	172,504		\$172,504
901	HOUSING LOW RENT OPERATING	897,099	823,291	0	109	(109)	1,012,397	707,884	78,002	\$629,882
903	HOUSING HOMEOWNERSHIP OPER	746,039	1,705	0	0	0	27,740	720,004		\$720,004
904	HOUSING CAPITAL FUND PROJECTS	0	1,392,083	0	0	0	1,392,083	0		\$0
TOTALS FY2020		59,492,852	70,469,643	22,354,694	22,354,694	0	93,369,183	36,593,312	6,003,189	30,590,122

ALL FUNDS SUMMARY

BUDGET 2019-2020

1/12TH REQ RSRV
1,090,086
1/12TH REQ RSRV
1,090,086
Fund Reserve Policy
487,127
Bal. Remaining

3,350,067

FY20 BUDGET - RESOLUTION 2020-16 (#11) MAY 26, 2020

FUND NO.	FY 2019-2020 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	6,853,189	18,971,383	293,708	7,019,880	(6,726,172)	13,072,534	6,025,866	2,939,190	3,086,676
	Revision #2					0	8,500	(8,500)		(8,500)
	Total Revised Fund 11	6,853,189	18,971,383	293,708	7,019,880	(6,726,172)	13,081,034	6,017,366	2,667,299	3,350,067
12	INTERNAL SERVICE FUND	82,565	412,447	2,770,207	40,826	2,729,381	3,211,241	13,152		\$13,152
	Total Revised Fund 12	82,565	412,447	2,770,207	40,826	2,729,381	3,211,241	13,152		13,152
15	CORRECTIONS-JAIL	10,663	81,827	39,000	259	38,741	121,000	10,231		\$10,231
	Total Revised Fund 15	10,663	81,827	39,000	259	38,741	121,000	10,231		10,231
16	LODGER'S TAX-PROMOTIONAL FUND	181,723	209,795	6,695	1,749	4,946	268,128	128,336		\$128,336
	Total Revised Fund 16	181,723	209,795	6,695	1,749	4,946	268,128	128,336		128,336
17	POLICE COURT BOND	10,438	0	0	0	0	0	10,438		\$10,438
	Total Revised Fund 17	10,438	0	0	0	0	0	10,438		10,438
19	COURT AUTOMATION FUND	5,867	52,566	17,220	19,734	(2,514)	55,919	0		\$0
	Total Revised Fund 19	5,867	52,566	17,220	19,734	(2,514)	55,919	0		0
20	LODGER'S TAX-CITY	98,458	358,596	0	57,702	(57,702)	399,350	2		\$2
	Total Revised Fund 20	98,458	358,596	0	57,702	(57,702)	399,350	2		2
21	D.A.R.E. DONATIONS FUND	23,639	6,224	0	0	0	12,258	17,605		\$17,605
	Total Revised Fund 21	23,639	6,224	0	0	0	12,258	17,605		17,605
24	GRANT CAPITAL IMPROVEMENT	0	1,405,501	20,000	0	20,000	1,312,148	113,353		\$113,353
	Total Revised Fund 24	0	1,405,501	20,000	0	20,000	1,312,148	113,353		113,353
27	MUNICIPAL COURT OPERATIONS	8,775	11,000	431,141	14,058	417,083	436,527	331		\$331
	Total Revised Fund 27	8,775	11,000	431,141	14,058	417,083	436,527	331		331
28	POLICE CONTINGENCY	62,595	4,184	0	0	0	10,000	56,779		\$56,779
	Total Revised Fund 28	62,595	4,184	0	0	0	10,000	56,779		56,779
31	CEMETERY-PERPETUAL CARE	770,756	25,843	0	0	0	0	796,599		\$796,599
	Total Revised Fund 31	770,756	25,843	0	0	0	0	796,599		796,599
32	COMMUNITY SERVICES	124,369	390,449	4,010,000	623,914	3,386,086	3,893,467	7,437		\$7,437
	Revision #2					0	5,413	(5,413)		(\$5,413)
	Total Revised Fund 32	124,369	390,449	4,010,000	623,914	3,386,086	3,898,880	2,024		2,024
33	FIRE PROTECTION	400,617	747,739	0	0	0	937,237	211,119	23,204	\$187,915
	Revision #2					0	368	(368)		(\$368)
	Total Revised Fund 33	400,617	747,739	0	0	0	937,605	210,751	23,204	187,547
35	HIDTA GRANT FUND	0	28,239	0	0	0	28,239	0		\$0
	Total Revised Fund 35	(0)	28,239	0	0	0	28,239	(0)		(0)
36	LAW ENFORCEMENT FUND	(0)	63,000	0	0	0	63,000	(0)		(\$0)
	Total Revised Fund 36	(0)	63,000	0	0	0	63,000	(0)		(0)
37	STATE HIGHWAY FUND	127,401	36,289	0	0	0	26,823	136,867		\$136,867
	Total Revised Fund 37	127,401	36,289	0	0	0	26,823	136,867		136,867
38	TRAFFIC SAFETY FUND	69,142	23,684	0	0	0	44,146	48,680		\$48,680

	Total Revised Fund 38	69,142	23,684	0	0	0	44,146	48,680		48,680
39	STATE JUDICIAL	3,416	75,500	0	0	0	75,500	3,416		\$3,416
	Total Revised Fund 39	3,416	75,500	0	0	0	75,500	3,416		3,416
42	1984 GROSS RECEIPTS TAX	245,032	1,870,673	0	1,546,149	(1,546,149)	24,244	545,312	262,110	\$283,202
	Total Revised Fund 42	245,032	1,870,673	0	1,546,149	(1,546,149)	24,244	545,312	262,110	283,202
44	TRANSPORTATION FUND	0	2,402,912	1,370,159	153,157	1,217,002	3,042,304	577,610		\$577,610
	Revision #2		(281,518)			0		(281,518)		(\$281,518)
	Total Revised Fund 44	0	2,121,394	1,370,159	153,157	1,217,002	3,042,304	296,092		296,092
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		\$0
	Total Revised Fund 48	0	0	0	0	0	0	0		0
49	1986 GROSS RECEIPTS TAX	4,373,647	1,931,212	0	2,777,234	(2,777,234)	1,031,511	2,496,114	269,728	\$2,226,386
	Total Revised Fund 49	4,373,647	1,931,212	0	2,777,234	(2,777,234)	1,031,511	2,496,114	269,728	2,226,386
50	PROPERTY ACQUISITION	84,410	0	0	0	0	0	84,410		\$84,410
	Total Revised Fund 50	84,410	0	0	0	0	0	84,410		84,410
53	GENERAL OBLIGATION	872,135	1,049,847	0	0	0	1,021,018	900,964	510,509	\$390,455
	Total Revised Fund 53	872,135	1,049,847	0	0	0	1,021,018	900,964	510,509	390,455
54	REVERSE OSMOSIS PROJECT RSV	21,967	0	174,046	0	174,046	174,046	21,967		\$21,967
	Total Revised Fund 54	21,967	0	174,046	0	174,046	174,046	21,967		21,967
56	99 GRT FLOOD CONTROL BOND PROJ	1,650,690	30,981	3,971,608	176	3,971,432	3,916,221	1,736,882		\$1,736,882
	Total Revised Fund 56	1,650,690	30,981	3,971,608	176	3,971,432	3,916,221	1,736,882		1,736,882
59	REVENUE BOND P & I FUND	149,984	7,250	2,678,368	0	2,678,368	2,678,368	157,234		\$157,234
	Total Revised Fund 59	149,984	7,250	2,678,368	0	2,678,368	2,678,368	157,234		157,234
61	MUNICIPAL INFRASTRUCTURE .0625%	818,034	467,742	0	820,164	(820,164)	6,061	459,551		\$459,551
	Total Revised Fund 61	818,034	467,742	0	820,164	(820,164)	6,061	459,551		459,551
63	COMMUNITY DEVELOPMENT	33,500	0	444,242	42,663	401,579	432,756	2,323		\$2,323
	Total Revised Fund 63	33,500	0	444,242	42,663	401,579	432,756	2,323		2,323
69	1994 GROSS RECEIPTS	2,219,834	1,867,194	0	2,598,874	(2,598,874)	24,244	1,463,910	553,279	\$910,631
	Total Revised Fund 69	2,219,834	1,867,194	0	2,598,874	(2,598,874)	24,244	1,463,910	553,279	910,631
71	ALAMO SENIOR CENTER	21,630	781,499	588,400	2,379	586,021	1,382,349	6,801		\$6,801
	Revision #1		63,212			0	63,212	0		\$0
	Revision #2					0	650	(650)		(\$650)
	Total Revised Fund 71	21,630	844,711	588,400	2,379	586,021	1,446,211	6,151		6,151
74	ALAMO SENIOR CENTER GIFT	141,812	21,642	0	0	0	81,474	81,980		\$81,980
	Total Revised Fund 74	141,812	21,642	0	0	0	81,474	81,980		81,980
75	RETIRED & SENIOR VOL. PROGRAM	100	232,414	57,000	17,068	39,932	272,166	280		\$280
	Total Revised Fund 75	100	232,414	57,000	17,068	39,932	272,166	280		280
81	WATER/SEWER OPERATING	10,264,053	20,633,112	2,744,578	2,071,120	673,458	29,340,002	2,230,621	946,315	\$1,284,306
	Revision #2					0	7,260	(7,260)		(\$7,260)
	Total Revised Fund 81	10,264,053	20,633,112	2,744,578	2,071,120	673,458	29,347,262	2,223,361	946,315	1,277,046
82	98 JT WATER/SEWER BOND P&I	1,253,517	3,226,821	1,933,872	0	1,933,872	5,132,296	1,281,914	0	\$1,281,914
	Total Revised Fund 82	1,253,517	3,226,821	1,933,872	0	1,933,872	5,132,296	1,281,914	0	1,281,914
86	SOLID WASTE COLLECTION SYS.	458,723	2,291,579	0	136,255	(136,255)	2,147,788	466,259	158,023	\$308,236
	Total Revised Fund 86	458,723	2,291,579	0	136,255	(136,255)	2,147,788	466,259	158,023	308,236
88	BONITO CAMPGROUND	385,257	5,518	0	0	0	0	390,775		\$390,775
	Total Revised Fund 88	385,257	5,518	0	0	0	0	390,775		390,775
89	ESGRT .0625%	2,537,187	487,564	0	1,048,475	(1,048,475)	306,595	1,669,681		\$1,669,681
	Total Revised Fund 89	2,537,187	487,564	0	1,048,475	(1,048,475)	306,595	1,669,681	0	1,669,681
90	GOLF COURSE	11,600	1,270,625	274,450	82,406	192,044	1,474,244	25		\$25
	Total Revised Fund 90	11,600	1,270,625	274,450	82,406	192,044	1,474,244	25	0	25
91	AIRPORT	12,569	337,366	200,000	47,933	152,067	389,328	112,674		\$112,674
	Total Revised Fund 91	12,569	337,366	200,000	47,933	152,067	389,328	112,674	0	112,674

94	OTERO GREENTREE REG LANDFILL	4,698,915	1,629,124	0	2,972	(2,972)	3,700,061	2,625,006		\$2,625,006
	Total Revised Fund 94	4,698,915	1,629,124	0	2,972	(2,972)	3,700,061	2,625,006	0	2,625,006
96	SELF-INSURED FUND	494,406	68,939	0	8,000	(8,000)	50,239	505,106		\$505,106
	Total Revised Fund 96	494,406	68,939	0	8,000	(8,000)	50,239	505,106	0	505,106
98	PAYROLL CLEARING	210,809	0	0	0	0	0	210,809		\$210,809
	Total Revised Fund 98	210,809	0	0	0	0	0	210,809	0	210,809
104	UTILITY DEPOSITS	660,682	0	0	0	0	0	660,682		\$660,682
	Total Revised Fund 104	660,682	0	0	0	0	0	660,682	0	660,682
105	ECONOMIC DEVELOPMENT	3,184,151	1,036,662	0	0	0	849,341	3,371,472		\$3,371,472
	Total Revised Fund 105	3,184,151	1,036,662	0	0	0	849,341	3,371,472		3,371,472
107	SELF INSURED/LIABILITY	682,061	11,694	330,000	0	330,000	422,169	601,586		\$601,586
	Total Revised Fund 107	682,061	11,694	330,000	0	330,000	422,169	601,586	0	601,586
109	2004 GRT CAPITAL OUTLAY	11,931,219	3,873,463	0	3,221,438	(3,221,438)	8,049,041	4,534,203	534,720	\$3,999,483
	Total Revised Fund 109	11,931,219	3,873,463	0	3,221,438	(3,221,438)	8,049,041	4,534,203	534,720	3,999,483
114	SIDEWALKS REVOLVING LOANS	138,887	2,095	0	0	0	32,360	108,622		\$108,622
	Total Revised Fund 114	138,887	2,095	0	0	0	32,360	108,622	0	108,622
115	CORP ESCROW ACCOUNT RESERVE	0	0	0	0	0	0	0		\$0
	Total Revised Fund 114	0	0	0	0	0	0	0	0	0
119	2012 GRT REF/IMP REVBD	1,202,310	24,232	0	0	0	903,817	322,725		\$322,725
	Total Revised Fund 119	1,202,310	24,232	0	0	0	903,817	322,725		322,725
121	2015 GO BONDS-FUN CENTER	87,476	1,441	0	0	0	0	88,917		\$88,917
	Total Revised Fund 121	87,476	1,441	0	0	0	0	88,917		88,917
122	2015 GO BONDS-STREETS	169,501	3,003	0	0	0	0	172,504		\$172,504
	Total Revised Fund 122	169,501	3,003	0	0	0	0	172,504		172,504
901	HOUSING LOW RENT OPERATING	897,099	823,291	0	109	(109)	1,012,397	707,884	78,002	\$629,882
	Total Revised Fund 901	897,099	823,291	0	109	(109)	1,012,397	707,884	78,002	629,882
903	HOUSING HOMEOWNERSHIP OPER	746,039	1,705	0	0	0	27,740	720,004		\$720,004
	Total Revised Fund 903	746,039	1,705	0	0	0	27,740	720,004	0	720,004
904	HOUSING CAPITAL FUND PROJECTS	0	1,392,083	0	0	0	1,392,083	0		\$0
	Total Revised Fund 904	0	1,392,083	0	0	0	1,392,083	0		0
TOTALS FY2020		59,492,852	70,469,643	22,354,694	22,354,694	0	93,369,183	36,593,312	6,003,189	30,590,122

Resolution # 2020-16 May 26, 2020

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #1						
This budget revision is to add additional revenue that has been awarded to the Senior Center due to Covid-19. This funding will be used to purchase food and supplies to continue to provide meals to the senior community.						
	71	SENIOR CENTER				
		<i>Revenues</i>				
		071-8023-317.16-30	AAA Federal Grants	49,885	8,585	58,470
		071-8023-317.16-30	AAA Federal Grants	49,885	9,000	58,885
		071-8024-317.16-30	AAA Federal Grants	15,929	17,171	33,100
		071-8024-317.16-30	AAA Federal Grants	15,929	3,000	18,929
		071-8024-317.16-32	State Grants	111,851	16,167	128,018
		071-8025-317.16-30	AAA Federal Grants	27,376	6,499	33,875
		071-8031-317.16-30	AAA Federal Grants	20,776	2,790	23,566
		Total Revenues		291,631	63,212	354,843
		<i>Expenditures</i>				
		071-8023-445.32-60	Food Purchases	77,710	8,585	86,295
		071-8023-445.32-60	Food Purchases	77,710	15,000	92,710
		071-8023-445.32-75	Program Supplies	17,896	6,289	24,185
		071-8024-445.32-60	Food Purchases	80,403	17,171	97,574
		071-8024-445.32-60	Food Purchases	80,403	16,167	96,570
		Total Expenditures		334,122	63,212	397,334
REVISION #2						
This budget revision is to correct issues from Resolution 2020-09. These were errors that were included in the FY2020 re-projections.						
	11	GENERAL FUND				
		<i>Expenditures</i>				
		011-1301-413.20-25	Salaries & Benefits/Group Health	23,884	8,500	32,384
		Total Expenditures		23,884	8,500	32,384
	32	COMMUNITY SERVICES				
		<i>Expenditures</i>				
		032-7101-455.47-40	Phone Service	0	5,413	5,413
		Total Expenditures		0	5,413	5,413
	33	FIRE PROTECTION				
		<i>Expenditures</i>				
		033-0000-421.31-71	Fire Equipment Supplies	10,831	368	11,199
		Total Expenditures		10,831	368	11,199
	44	TRANSPORTATION				
		<i>Revenues</i>				
		044-0000-317.16-73	Federal Grant	746,163	(281,518)	464,645
		Total Revenues		746,163	(281,518)	464,645
	71	SENIOR CENTER				
		<i>Expenditures</i>				
		071-8025-445.58-02	Fleet Insurance	1,993	650	2,643
		Total Expenditures		1,993	650	2,643
	81	WATER/SEWER				
		<i>Expenditures</i>				
		081-5603-432.47-60	Water/Sewer/Garbage	6,539	7,260	13,799
		Total Expenditures		6,539	7,260	13,799

RESOLUTION NO. 2020-16

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2019-20.

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

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written certification to the City of Alamogordo, New Mexico's annual budget on August 2, 2019, for fiscal year 2019-2020; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2020 be and hereby is revised as of May 26, 2020 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2019-2020 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on May 26, 2020 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2019-2020.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 26th day of May 2020.

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 5/26/2020

Report Date: 5/15/2020

Report No: 5.

Submitted By: Britney Courtier

Subject: Consider, and act upon, the Direct Purchase of Services Vendor Agreement - Amendment #1 with the New Mexico Non-Metro Economic Development District. (*Magdalena Morales, ASC Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Transportation program (IIIB): Increased Funding by: \$6,500.00

Congregate meal program (IIIC1): Increased Funding by: \$9,000.00

Home-delivered Meal program (IIIC2): Increased Funding by: \$3,000.00

Health Education and Training (IIID EB): Increased Funding by: \$2,790.04

Recommendation: Approve the increase in funding for all four programs.

Background: This contract is for an increase in Federal funding for the Senior Center's transportation, congregate meal, home-delivered meal and evidence-based programs.

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

**DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT
AMENDMENT NO. 01**

This Amendment is made and entered into this 1st day, February 2020, by and between the North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging hereinafter referred to as the "Agency" and City of Alamogordo, hereinafter referred to as the "Contractor".

1. **Purpose of Amendment.** The purpose of the Amendment is to:

TITLE FEDERAL STATE	ORIGINAL CONTRACT AMOUNT	INCREASING or DECREASING DOLLAR AMOUNT BY	REVISED TOTAL AMOUNT	INCREASED DECREASED UNITS	FED/STATE RATE
III B Transportation	\$27,375.96	\$6,500.00	\$33,875.96	1008	\$6.44654
III C 1 Congregate	\$49,885.20	\$9,000.00	\$58,885.20	2509	\$3.58696
III C 2 Home Delivered	\$15,929.30	\$3,000.00	\$18,929.30	741	\$4.04389
III D EB Health Ed & Training	\$20,776.07	\$2,790.04	\$23,566.11	80	34.65604

2. **Changes to Contract.** The following changes are amendments to the contract:

Payment for services is amended to read: For the Services by the Agency to be satisfactorily provided by the Vendor hereunder, the Agency shall pay the vendor during the Term an aggregate amount, not to exceed \$424,718.21 said aggregate amount to be derived from the following sources, when units are met.

1. \$ 33,875.96 from Title III-B of OAA;
2. \$ 58,885.20 from Title III-C1 of OAA;
3. \$ 18,929.30 from Title III-C2 of OAA;
4. \$ 23,566.11 from Title III-D of OAA;
5. \$ 0 from Title III-E of OAA;
6. \$ 289,461.84 from the NMGAA-State/HB-2.

3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and NCNMEDD, Non-Metro AAA.

4. For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective February 01, 2020.

Legal Name of Vendor/Contractor

Signature

Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

02/27/2020
Date

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 5/26/2020

Report Date: 5/19/2020

Report No: 6.

Submitted By: Audra Smith

Subject: Consider, and act upon, the MOU with Kity City and Best Friends Animal Society to keep the cat life saving program in place. (*Richard Denton, Chief of Police*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: None

Recommendation: Approve MOU

Background: Best Friends Animals Society ("Best Friends" or "BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. With the assistance of Best Friends, we will help save lives by working with network partners and providing financial assistance for specific projects like the 'Cat Lifesaving Programs" Best Friends if providing \$5000.00 to continue with the return to field program.

Memorandum of Understanding

Alamogordo Animal Control Center and KATO Foundation/Kitty City New Mexico

BASIS

Best Friends Animals Society (“Best Friends” or “BFAS”) is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is **No More Homeless Pets**[®]. Best Friends feels privileged to help save lives by working with network partners and providing financial assistance for specific projects. This document is to clarify in writing the roles that the organizations agree to upon receipt of this one-time financial assistance project.

Alamogordo Animal Control Center (AACC) and KATO Foundation/Kitty City New Mexico (Kitty City NM) are 501(c)(3) nonprofit animal welfare charities or municipal shelters and active Best Friends network partners that have been selected to receive funding and specialized training to establish and sustain various forms of Cat Lifesaving Programs.

For the purpose of this memorandum of understanding, “Cat Lifesaving Programs” include but aren’t limited to the following:

- Community Cat Programs or Return-To-Field Programs
- Cat Adoption Promotion or Expansion Programs
- Cat or Kitten Intake Diversion Programs
- Medical Programs (such as Ringworm, URI, or FeLV Adoption Programs)
- Working Cat Programs
- Cat or Kitten Foster Programs
- Feline Shelter Medicine Expansion Programs

The funds shall be disbursed upon receipt of the signed agreement and a copy of AACC’s and Kitty City NM’s [IRS Form W9](#).

In consideration of the receipt of this award, AACC and Kitty City NM agree to the following terms:

AGREEMENT

Financial Assistance Amount and Term

Name of Organizations:

Alamogordo Animal Control Center: EIN #: 85-6000099

KATO Foundation/Kitty City New Mexico: EIN #: 20-2715739

One-time assistance in the amount of \$5,000.00 to KATO Foundation/Kitty City New Mexico to be used in the following way:

- **\$5,000** for the implementation and utilization of various lifesaving avenues that result in positive live outcomes for cats from Alamogordo Animal Control Center (at an approximate cost of \$60 - \$100 per nose of 50 - 80 eligible cats)

The goal of the implementation of Cat Lifesaving Programs is to sustain or surpass the current 97% cat save rate. This can be achieved by broadening the current RTF efforts to include general cat lifesaving, in which the shelter achieves positive live outcomes for cats through the implementation of other Cat Lifesaving Programs. Best Friends will support AACC and Kitty City NM in exploring and implementing these Cat Lifesaving Programs. We expect these Cat Lifesaving Programs can sustain this save rate during the one year period after this agreement is signed. AACC and Kitty City NM, with the support of Best Friends, will create a plan outlining steps to sustain these projects beyond this grant period.

Best Friends Responsibilities

As part of this agreement, Best Friends shall:

1. Provide funds to support Kitty City NM and AACC in creating live outcomes for at least 50 cats either via RTF or through other cat lifesaving avenues (\$5,000).
2. Provide a monthly check-in call with staff to assist in overcoming challenges and provide strategies/advice on working with other shelter staff, volunteers, or members of the public to resolve issues they may have with implementing these programs. Will provide this ongoing training as needed or requested.

AACC and Kitty City NM Responsibilities

Over the next year, specifically Alamogordo Animal Control Center agrees to:

1. Change any current policies or work toward changing any applicable ordinances that impede with the ability of the shelter to institute and sustain cat lifesaving programs (for example, Return-to-Field (RTF) program restrictions such as feeding cats outdoors or licensing requirements for cats).

2. Institute new practices with intake staff that include educating the public about the shelter's approach to cat lifesaving.
3. Implement a shelter intake form for all stray cats that includes the exact address of the location found along with any relevant case information which includes reporting party's contact info, cat description and photo if available; said form will be provided by BFAS.
4. Refrain from testing any program-eligible cats for FIV or FeLV. Exceptions to this are in cases where the cats are sick from an undetermined illness and a euthanasia decision may need to be made.
5. Specific to the RTF program, refuse to impound ear-tipped, program-eligible cats brought to the shelter, and instead help these businesses/individuals facilitate TNR. Should any ear-tipped cats be inadvertently impounded, they shall be promptly returned to their pick-up location.
6. Specific to the RTF program, discontinue renting or loaning out traps to the public unless they are to be used for targeted TNR and refuse to impound eligible cats brought to the shelter by for-profit businesses or individuals who charge a fee for cat removal services.
7. Refrain from accepting cats for impound from residents outside the City of Alamogordo.

Over the next year, specifically Kitty City NM agrees to:

1. Utilize funds granted by Best Friends to support AACC by pulling 50 – 80 cats directly from AACC to help them achieve positive live outcomes for cats.

AACC and Kitty City NM acknowledge and agree to work with Best Friends staff to develop a sustainability plan for these cat lifesaving programs to ensure that they will continue the programs as part of AACC's standard operating procedures beyond the end date of this grant. Continuation of the programs after the grant period will be the sole financial responsibility of AACC and Kitty City NM. Examples of a sustainability plan might be:

- Executing a financial plan to determine how surgeries, medical treatment, and supplies will continue to be funded;
- produce official standard operating procedures for each department involved in the programs' operations to be reviewed and followed by all necessary staff;
- renewing any contracts with partner veterinary clinics to ensure adequate surgery and medical capacity for program cats;
- create an official job description and/or officially appoint a staff member for the Cat Lifesaving Coordinator position (or equivalent); or
- build out a volunteer network to assist with day-to-day tasks, such as clinic transport, RTF returns, canvassing, data entry, phone calls, and clinic operations

Within the first year of the program and before December 31st, 2020, AACC and Kitty City NM shall pursue additional cat lifesaving avenues outside of RTF/TNR. While the specifics of this goal may be built out with input from AACC, Kitty City NM and Best Friends, examples might be:

- Portalize existing cat kennels to reduce the stress of housing cats inadequately;
- shift to a managed intake model;
- build out a community engagement program (such as Wait til 8) to empower finders of kittens to help find solutions and/or rehome;
- build out a more robust foster program for kittens who are too young for adoption and need placement until old enough for the adoption floor;
- revise euthanasia protocol to allow for longer stays for medical case cats (by utilizing cage space made available due to the RTF program); or
- develop more robust protocols that allow for treating URI and ringworm (by utilizing cage space made available due to the RTF program)

CCP Reporting Requirement

AACC agrees to provide Best Friends with monthly cat intake and outcome reports.

Kitty City NM agrees to provide Best Friends with monthly progress reports outlining the use of the grant funds, including an itemized account, the outcome of cats/kittens pulled from AACC, and examples of successes (including photos when at all possible). These outcome reports will be made available to AACC.

Progress reports are due by the 11th of the month for the month prior.

Network Program Reporting Requirement

AACC and Kitty City NM agree that they will fulfill all reporting requirements necessary for participating in the Best Friends network partner program including monthly reporting in Shelter Animals Count and annual statistics reports as requested. AACC and Kitty City NM understands that this overall data reporting is separate from reports relating to the Cat Lifesaving Programs as explained above.

Project Branding Terms and Promotion

AACC and Kitty City NM shall cooperate with Best Friends regarding the promotion of the funded project.

All parties may issue reports or statements to its members, the media and the public about the funded project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts.

AACC and Kitty City NM shall use their best efforts to provide Best Friends with the opportunity to photograph, video, and audio record events related to the CCP, consistent with AACC and Kitty City NM's policies and procedures for such event(s). Best Friends shall be permitted to use these photographs and video/audio recordings for publicity purposes subject to release.

AACC and Kitty City NM shall reasonably cooperate with Best Friends network staff, volunteer team leaders, and news or magazine writers in the production of such news content. AACC and Kitty City NM agree to cooperate with Best Friends and facilitate promotion of the Cat Lifesaving Programs through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

No party may use each other's logos, trademarks, or other intellectual property without express permission.

Recipient Representations and Warranties

AACC and Kitty City NM represent and warrant as follows:

- AACC and Kitty City NM are qualified 501(c)(3) entities or government organizations;
- AACC and Kitty City NM are activated members of the Best Friends network;
- AACC and Kitty City NM acknowledge that their animal welfare activities may be governed by a variety of federal, state, and local laws. AACC and Kitty City NM hereby warrant that they shall use their best efforts to comply with all applicable laws and shall not knowingly violate same;
- The individuals signing this agreement on behalf of AACC and Kitty City NM are duly authorized to do so.

Financial Assistance Restrictions

In addition to abiding by the requirement that the funds be used in furtherance of the project described in AACC and Kitty City NM's obligations, AACC and Kitty City NM specifically agree that no portion of the funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or

conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Default and Termination

Termination by AACC and Kitty City NM. AACC and Kitty City NM may terminate this Agreement upon written notice to Best Friends in the event of the following events of default and where Best Friends fails to cure said default within 14 calendar days after receipt of notice thereof:

- (i) By its actions or statements, Best Friends materially harms AACC and Kitty City NM in its reasonable judgment; or
- (ii) Best Friends files for bankruptcy, or sells, assigns or transfers the majority of its assets to another entity, or ceases to operate as an animal supply and services company.

Termination by Best Friends. Best Friends may terminate this Agreement upon written notice to AACC and Kitty City NM in the event of the following events of default within 14 calendar days after receipt of notice thereof:

- (i) AACC and Kitty City NM fail to carry out their obligations as set out within this Agreement, including, as within the reasonable judgment of Best Friends, failing to carry out the Program in the spirit in which it is entered and with the goal of saving as many animal lives as possible; or
- (ii) By its actions or statements, AACC and Kitty City NM materially harm the reputation of Best Friends, as determined by Best Friends in its reasonable judgment.

Best Friends may immediately terminate this Agreement without penalty or any further obligation upon written notice to AACC and Kitty City NM in the event that Best Friends determines that it lacks the financial ability to continue to support the Program.

In the event that this Agreement is terminated by any party, Best Friends will not be obligated to provide any installment payments that are not yet due.

Photo, Video, Digital and Audio Release

AACC and Kitty City NM grant to Best Friends permission and rights to photograph, video, and audio record any of AACC and Kitty City NM's programs or events for the duration of the project. AACC and Kitty City NM grant to Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors or agents. AACC and Kitty City NM understand and agree that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends events, activities and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits

derived from such images or recordings. This release remains in effect even after funding has been spent.

AACC and Kitty City NM further agree not to make any claim against Best Friends or its employees, contractors or agents for the use of these photographs, videos or digital image or voice recordings. AACC and Kitty City NM understand this agreement releases and forever discharges Best Friends from any liability AACC and Kitty City NM, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Non-Disparagement

AACC and Kitty City NM agree not to disparage Best Friends during the funded project and for three years following the last disbursement from Best Friends to AACC and Kitty City NM.

Release

AACC and Kitty City NM, their directors, officers, employees, representatives, agents, successors and assigns, agree never to bring a claim or suit against Best Friends relating to the funded project and its receipt of financial assistance funds. AACC and Kitty City NM agree Best Friends and its directors, officers, employees, representatives, agents, successors and assigns are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the project or participation in the network. AACC and Kitty City NM release Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the project or participation in the network.

AACC and Kitty City NM understand this agreement discharges Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to AACC and Kitty City NM with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of AACC and Kitty City NM's work, participation and activities related to this project and the Best Friends network.

Indemnity Agreement

AACC and Kitty City NM and their directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Best Friends harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of actions or omissions related to the funded project. This includes lone acts or omissions by AACC and Kitty City NM as well as the combined acts of AACC and Kitty City NM with others.

Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases and indemnity agreements are perpetual. The Non Disparagement clause survives for three years following the last disbursement from Best Friends to AACC and Kitty City NM.

Proprietary Information

AACC and Kitty City NM acknowledge and agree that the following constitute "Proprietary Information": any secret or proprietary information relating directly to Best Friends business, including, but not limited to, the Best Friends network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that AACC and Kitty City NM will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, AACC and Kitty City NM acknowledge and agree that in the event AACC and Kitty City NM learn of or come into possession of any Best Friends proprietary information, AACC and Kitty City NM will notify Best Friends and return said information. AACC and Kitty City NM agree that they will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

Other

These contract terms bind the successors and assigns of AACC and Kitty City NM. Each term of this Agreement is material. AACC and Kitty City NM expressly agree the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. AACC and Kitty City NM agree that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between Best Friends and AACC and Kitty City NM. No party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. No party has authority to bind the other to any contractual or other agreements and in no event shall any party represent or hold itself out as acting on behalf of the other parties hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Any disputes arising out of or related to this Agreement will be resolved in a Utah State Court of competent jurisdiction in Kane County, Utah.

By signing below, Alamogordo Animal Control Center, Kitty City New Mexico, and Best Friends acknowledge and agree to the terms of this Agreement.

Alamogordo Animal Control Center

By:

Name:

Title:

Date:

Kitty City New Mexico

By:

Name:

Title:

Date:

Best Friends Animal Society

By:

Name:

Title:

Date:

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 5/26/2020

Report Date: 5/18/2020

Report No: 7.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon, approval of a preliminary plat for 2080 Hamilton Rd, the request is to create twelve lots from one existing parcel which are currently seven storage units. (*Stella Rael, City Planner*)

Fiscal Impact:

Amount Budgeted:

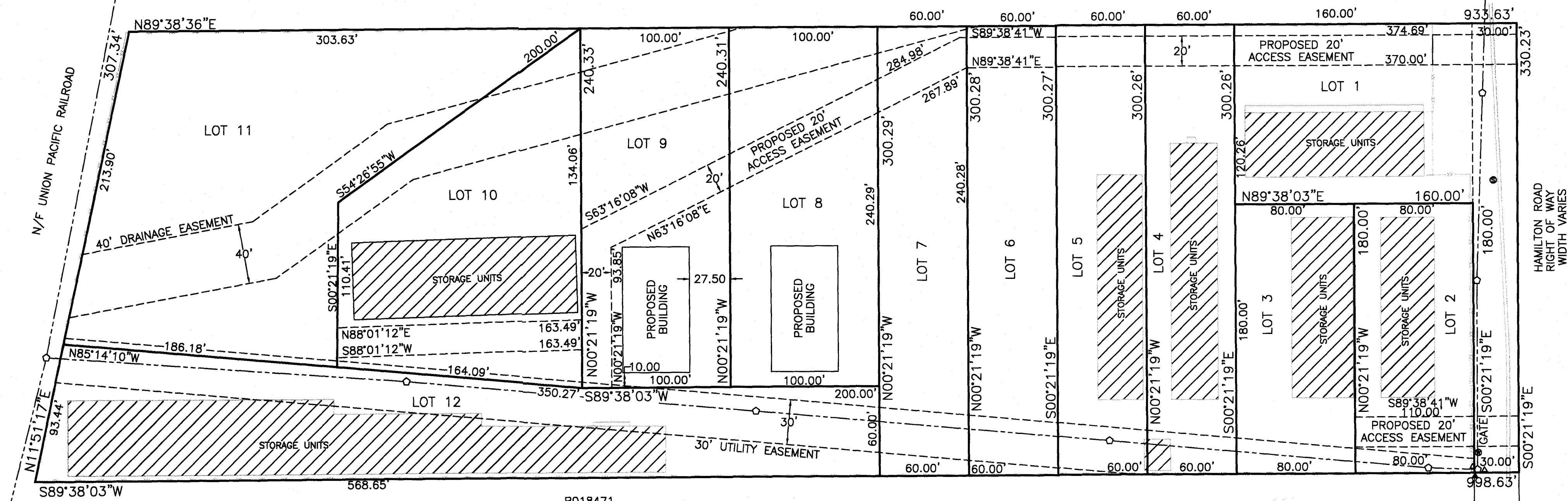
Fund:

Additional Fiscal Impact:

Recommendation: Approve.

Background: Consider, and act upon approval of a preliminary plat for 2080 Hamilton Rd.. Request is to create twelve (12) lots from one (1) existing parcel. There are currently seven (7) storage units located within this parcel. Future plans are to continue building storage units within the proposed lots.

R010314
N/F RUDOLF GARCIA
BOOK 180, PAGE 360



R018471
N/F CHURCH OF GOD
BOOK 480, PAGE 801

R018541
N/F CITY OF ALAMOGORDO
INSTRUMENT NO. 201102592

DEDICATION AND AFFIDAVIT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) HAVE CAUSED TO BE DIVIDED THOSE LOTS AS SHOWN HEREON. THIS DIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE WISHES AND DESIRES OF SAID OWNER(S). UTILITY COMPANIES ARE GRANTED EASEMENTS AS SHOWN AND FOR EXISTING UTILITIES. OTHER EASEMENTS ARE GRANTED IF SHOWN.

THIS DIVISION CONTAINS 6.660 ACRES OF LAND MORE OR LESS AND LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE COUNTY OF ALAMOGORDO AND THE STATE OF NEW MEXICO.

LANCE C. GRACE, CO-OWNER

LAURA C. GRACE, CO-OWNER

COUNTY OF _____ SS
STATE OF _____

THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND
SUBSCRIBED BEFORE ME BY _____
THIS _____ DAY OF _____, 202_____.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

COUNTY OF _____ SS
STATE OF _____

THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND
SUBSCRIBED BEFORE ME BY _____
THIS _____ DAY OF _____, 202_____.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

NOTES AND LEGEND:

1. BASIS OF BEARINGS WAS DETERMINED FROM (GPS) GLOBAL POSITIONING SYSTEM OBSERVATIONS. ALL BEARINGS SHOWN ARE RELATIVE TO ONE ANOTHER.
2. ● DENOTES POINT FOUND 2 INCH IRON PIPE.
3. ○ DENOTES POINT FOUND, 1 INCH IRON PIPE.
4. ○ DENOTES POINT SET, 1/2" REBAR WITH SURVEY CAP INSCRIBED "STERLING NMPS 11010" OR PK NAIL WITH WASHER.
5. ▲ DENOTES TELEPHONE RISER.
6. ▲ DENOTES BURIED CABLE BOX.
7. ○ DENOTES UTILITY POLE.
8. ● DENOTES WATER METER.
9. ● DENOTES MANHOLE COVER.
10. RECORD DATA SHOWN IN () TAKEN FROM PLAT REFERENCE NO. 1.
11. LANDS SHOWN ARE SUBJECT TO APPURTENANT EASEMENTS.
12. THERE MAY BE DOCUMENTS IN EXISTENCE SHOWING EASEMENTS, RESTRICTIONS, COVENANTS, ETC., THAT ARE UNKNOWN OR HAVE NOT BEEN PROVIDED TO THIS SURVEYOR AT THE TIME OF THIS SURVEY AND PLAT.
13. THE TRACT OF LAND SHOWN HEREON FALLS WITHIN SEVERAL FLOOD ZONES: ZONE A, ZONE AE, 0.2% ANNUAL CHANCE FLOOD HAZARD AND FLOOD ZONE X AS INDICATED HEREON AS PER FIRM PANEL 35035C1180D WITH AN EFFECTIVE DATE OF 12-17-2010.

PLAT REFERENCES:

1. "DEDICATION OF STREET AND EASEMENTS SECTION 1, T17S, R9E, NMPM ALAMOGORDO, OTERO COUNTY, NEW MEXICO" BY KLD ZIMMERLE, NMPS NO. 8334, HAVING JOB NO. 011027. FILED IN THE OFFICE OF THE OTERO COUNTY CLERK AS RECEPTION NO. 01387, IN BOOK 57, PAGE 65-66.
2. "TOPOGRAPHIC MAP & SITE & DRAINAGE PLAN STORAGE FACILITY 2080 HAMILTON ROAD, ALAMOGORDO, NM OWNER: LANCE GRACE" BY KLD ZIMMERLE, NMPS NO. 8334, DATED 01-10-2002, HAVING JOB NO. 011027. FILING DATA, IF ANY, IS NOT KNOWN.
3. "A SURVEY PLAT OF A TRACT OF LAND IN THE NE 1/4 SE 1/4 OF SECTION 1, T17S, R9E, NMPM, ALAMOGORDO, OTERO COUNTY, NEW MEXICO" BY KLD ZIMMERLE, NMPS NO. 8334, DATED 12-03-2001, HAVING JOB NO. 011027 AND FILING DATA, IF ANY, IS NOT KNOWN.

VICINITY MAP



COUNTY INDEXING INFORMATION & TITLE BLOCK

RECORD OWNER(S): R021900: LANCE C. & LAURA C. GRACE
BOOK 1010, PAGE 339
LOCATION: 2080 HAMILTON ROAD, ALAMOGORDO, OTERO COUNTY,
NEW MEXICO. WITHIN THE NE 1/4 OF THE SE 1/4, SECTION 1,
T17S, R9E, NMPM.



ALAMOTERO
LAND SURVEYORS, LLC
P.O. BOX 1749 • 1101 N FLORIDA
ALAMOGORDO, NM 88311-1749
OFFICE • (575) 437-7074
FAX • (575) 437-7075

BOUNDARY SURVEY,
SUMMARY REVIEW LAND
DIVISION & TOPOGRAPHIC
SURVEY FOR
LG²

Date:
MARCH 2020
PAGE 1 OF 1
Drawn By:
S. STERLING
Plat No.
20012

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 5/26/2020

Report Date: 5/22/2020

Report No: 8.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, first publication of Ordinance 1613 to amend the Food Vendor Ordinance. (*Jim LeClair, Fire Chief and Rachel Hughs, City Clerk*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for first publication.

Background:

Amendments to the current ordinance

- Renewal date to match all other business license renewal date
- Vehicle for Hire ordinance amendment was passed to remove drivers, so fee needs to be removed
- Removing "restaurant and retail" wording to define food vendor
- Capital M in manager
- New Mexico Tax ID number as required by the State
- Adding Priority II letter, sometimes a permit is given by the Environmental Department and other times a Priority II letter
- Changing New Mexico Health department to New Mexico Environmental department
- Add "his or her designee" to City Clerk
- Add "copy of 501 (C)(3) documents" for Non-Profit operators
- Clarifying Farm Stand section to include, when a permit is required by the New Mexico Environmental department and "a group of temporary stands may operate under one organizer in a specific location"
- Insurance shall be provided to the event coordinator if operating on City property

ORDINANCE NO. 1613

AMENDING CERTAIN SECTIONS OF CHAPTER 17 REGARDING FOOD VENDORS

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:

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~~ 1st day of ~~March~~ January 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

Food vendors, 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~~

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 ~~M~~anager, 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 and their New Mexico Tax ID number.

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~~ application, Priority II letter and/or permit issued by the State of New Mexico ~~Health Environmental Department, and 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 ~~or his/her designee~~ 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 Environmental~~ 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 shall provide a copy of their 501 (C)(3) documents before operating at special events and/or block parties are required to be fully permitted through the New Mexico Health Environmental 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 Environmental Department if slicing or cutting products in any way for public consumption, 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. A group of temporary farm stands may operate under one organizer for a specific location.

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 Priority II letter and/or permit issued by the State of New Mexico Health Environmental 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 operating on City property 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 shall list the City of Alamogordo as certificate holder for such coverage and shall be delivered to the ~~city clerk or his/her designee~~ event coordinator prior to issuance of a license the event. 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~~ event coordinator. 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~~ Environmental 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 _____, 2020.

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 5/26/2020

Report Date: 5/7/2020

Report No: 9.

Submitted By: Petria Bengoechea, Brian Cesar

Subject: Consider, and act upon, Resolution 2020-12 Cancelling all Existing Gross Receipts Investment Program Contracts. (*Brian Cesar, City Manager Petria Bengoechea, City Attorney*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: With the Covid-19 Pandemic hitting Alamogordo and the United States in March and still ongoing, the City's financial future is uncertain. The City's budget already reflects a projected loss of \$6,000,000 which has eliminated many non-essential services to the Citizens of Alamogordo.

As of May, the City has laid off all of its part time and seasonal employees, and is in the process of looking at whether or not further reductions in operational budgets and layoffs are necessary. As such, the GRIP monies that are outgoing are untenable at this time as an expense. If these GRIP agreements were to be paid, the City would be left with no choice but to layoff additional full time employees and further reduce the services it provides to Citizens.

RESOLUTION NO. 2020-12
RESOLUTION CANCELLING ALL EXISTING GROSS RECEIPTS INVESTMENT
PROGRAM CONTRACTS

WHEREAS, The COVID-19 Pandemic has caused financial disruption in the City of Alamogordo, and;

WHEREAS, the forced closures of businesses mandated by the State of New Mexico hurt the Alamogordo business community and severely impacted Gross Receipts Tax revenues to the City, and;

WHEREAS, as a results of the financial impact of the closures, the City has had to lay off and eliminate 51 positions and additional layoffs are imminent if revenues do not increase to near pre Covid-19 levels;

WHEREAS, the budget of the City of Alamogordo has been severely reduced, all capital eliminated, no new spending authorized, a hiring freeze has been placed on most positions, and the City has revised its reserve policy in order to use monies previously held in reserve to cover expenditures;

WHEREAS, the budget of the City of Alamogordo is in such a fragile state that Directors are being asked to identify an additional 20% cut to expenditures; and

WHEREAS, it is the job of the City Commission of the City of Alamogordo to be fiscally responsible while maintaining a balanced budget;

NOW, THEREFORE, BE IT RESOLVED by the Alamogordo City Commission that all outstanding GRIP agreements that can be cancelled should be cancelled at this time due to insufficient City fund balances.

PASSED, APPROVED AND ADOPTED this _____ day of May 2020.

ALAMOGORDO CITY COMMISISION

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: 5/26/2020

Report Date: 5/19/2020

Report No: 10.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution No. 2020-17 requesting interim approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico, to adopt the Preliminary 2020-2021 Budget as of May 26, 2020. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Beginning Cash Balances \$36,903,868

Revenues \$48,490,745

Expenditures \$51,602,450

Transfers In/Out \$0

Net Impact \$33,792,164

Recommendation: Approve the Resolution.

Background: The City is required to hold a public hearing on the budget before adopting the preliminary budget for the new fiscal year (2020-2021).

The preliminary budget is due to the Department of Finance and Administration (DFA) by June 1, 2020, and DFA is required to send the City's its interim approval of the preliminary budget prior to July 1, 2020.

The final budget will come before the City Commission at a meeting on July 28, 2020 and will include the true carry over fund balances and any other adjustments required. The final budget is due to the DFA by July 30, 2020. The DFA usually send the approval of the final budget for the fiscal year no later than September 1.

The City Commission held budget public hearings May 5, 2020 via a virtual platform and no adjustments were made to the preliminary budget as a result of the hearings.

**ALL FUNDS SUMMARY
BUDGET 2020-2021**

1/12TH REQ RSRV
1,143,628
1/12TH REQ RSRV
0
Fund Reserve Policy
462,900
Bal. Remaining

FUND NO.	FY 2020-2021 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	611,162	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
								ESTIMATED ENDING CASH BALANCE		
11	GENERAL OPERATING FUND	6,025,866	16,261,975	746,733	7,093,352	(6,346,619)	13,723,532	2,217,690	1,606,528	611,162
12	INTERNAL SERVICE FUND	0	414,310	2,793,751	41,528	2,752,223	3,156,402	10,131		10,131
15	CORRECTIONS-JAIL	10,231	81,827	69,300	273	69,027	161,000	85		85
16	LODGER'S TAX-PROMOTIONAL FUND	128,336	129,454	2,839	1,159	1,680	182,333	77,137		77,137
17	POLICE COURT BOND	10,438				0		10,438		10,438
19	COURT AUTOMATION FUND	0	68,566		9,000	(9,000)	59,521	45		45
20	LODGER'S TAX-CITY	2	254,327	58,000	61,971	(3,971)	250,137	221		221
21	D.A.R.E. DONATIONS FUND	17,605	4,120			0	8,188	13,537		13,537
24	GRANT CAPITAL IMPROVEMENT	113,353	1,411,418			0	1,411,418	113,353		113,353
27	MUNICIPAL COURT OPERATIONS	331	13,000	448,500	15,594	432,906	444,419	1,818		1,818
28	POLICE CONTINGENCY	56,779	2,714			0	10,000	49,493		49,493
31	CEMETERY-PERPETUAL CARE	796,599	25,843			0		822,442		822,442
32	COMMUNITY SERVICES	7,437	589,140	4,170,500	616,285	3,554,215	4,149,702	1,090		1,090
33	FIRE PROTECTION	211,119	659,726			0	577,501	293,344		293,344
35	HIDTA GRANT FUND	(0)	28,239			0	28,239	(0)		(0)
36	LAW ENFORCEMENT FUND	(0)	55,800			0	55,800	(0)		(0)
37	STATE HIGHWAY FUND	136,867	23,091			0	13,625	146,333		146,333
38	TRAFFIC SAFETY FUND	48,680	23,684			0	15,000	57,364		57,364
39	STATE JUDICIAL	3,416	75,500			0	75,500	3,416		3,416
42	1984 GROSS RECEIPTS TAX	545,312	1,432,928		1,103,091	(1,103,091)	17,765	857,384	251,546	605,839
44	TRANSPORTATION FUND	577,610	957,770	600,000	162,308	437,692	1,896,899	76,173		76,173
48	NEW MEXICO C.D.B.G.	0				0		0		0
49	1986 GROSS RECEIPTS TAX	2,496,114	1,493,467		1,287,436	(1,287,436)	77,765	2,624,380	269,505	2,354,875
50	PROPERTY ACQUISITION	84,410				0		84,410		84,410
53	GENERAL OBLIGATION	900,964	1,064,162			0	1,080,492	884,634	539,815	344,820
54	REVERSE OSMOSIS PROJECT RSV	21,967				0		21,967		21,967
56	99 GRT FLOOD CONTROL BOND PROJ	1,736,882	30,981			0		1,767,863		1,767,863
59	REVENUE BOND P & I FUND	157,234	7,250	2,679,704		2,679,704	2,679,704	164,484		164,484
61	MUNICIPAL INFRASTRUCTURE .0625%	459,551	358,305		170,482	(170,482)	4,442	642,932		642,932
63	COMMUNITY DEVELOPMENT	2,323		439,087	39,283	399,804	398,291	3,836		3,836
69	1994 GROSS RECEIPTS	1,463,910	1,429,449		1,109,206	(1,109,206)	17,765	1,766,388	554,603	1,211,785
71	ALAMO SENIOR CENTER	6,801	758,877	592,000	1,081	590,919	1,355,900	697		697
74	ALAMO SENIOR CENTER GIFT	81,980	9,142			0	7,827	83,295		83,295
75	RETIRED & SENIOR VOL. PROGRAM	280	232,414	68,500	18,496	50,004	281,658	1,040		1,040
81	WATER/SEWER OPERATING	2,230,621	9,907,853	98,413	1,998,892	(1,900,479)	8,155,418	2,082,577	1,359,965	722,612
82	98 JT WATER/SEWER BOND P&I	1,281,914	19,609	1,899,703		1,899,703	1,899,703	1,301,523		1,301,523
86	SOLID WASTE COLLECTION SYS.	466,259	2,098,552		132,962	(132,962)	2,002,246	429,603	166,854	262,750
88	BONITO CAMPGROUND	390,775	5,518			0		396,293		396,293
89	ESGRT .0625%	1,669,681	378,127		210	(210)	249,645	1,797,953		1,797,953
90	GOLF COURSE	25	1,597,648	148,000	81,190	66,810	1,662,682	1,801		1,801
91	AIRPORT	112,674	435,788		45,966	(45,966)	494,836	7,660		7,660

94	OTERO GREENTREE REG LANDFILL	2,625,006	1,401,009		8,155	(8,155)	1,618,975	2,398,885		2,398,885
96	SELF-INSURED FUND	505,106	66,439			0	45,000	526,545		526,545
98	PAYROLL CLEARING	210,809				0		210,809		210,809
104	UTILITY DEPOSITS	660,682				0		660,682		660,682
105	ECONOMIC DEVELOPMENT	3,371,472	817,789			0	93,371	4,095,890		4,095,890
107	SELF INSURED/LIABILITY	601,586	11,694	300,000		300,000	300,000	613,280		613,280
109	2004 GRT CAPITAL OUTLAY	4,554,203	2,997,973		1,117,060	(1,117,060)	1,835,530	4,599,586	533,704	4,065,883
114	SIDEWALKS REVOLVING LOANS	108,622	2,095			0	32,360	78,357		78,357
115	CORP ESCROW ACCOUNT RESERVE	0				0		0		0
119	2012 GRT REF/IMP REVBD	322,725	24,232			0		346,957		346,957
121	2015 GO BONDS-FUN CENTER	88,917	1,441			0		90,358		90,358
122	2015 GO BONDS-STREETS	172,504	3,003			0		175,507		175,507
901	HOUSING LOW RENT OPERATING	707,884	822,791		50	(50)	1,042,569	488,056	86,881	401,175
903	HOUSING HOMEOWNERSHIP OPER	720,004	1,705			0	29,290	692,419		692,419
904	HOUSING CAPITAL FUND PROJECTS	0	0			0	0	0		0
TOTALS FY2021		36,903,868	48,490,745	15,115,030	15,115,030	0	51,602,450	33,792,164	5,369,398	28,422,765

**STATE OF NEW MEXICO
CITY OF ALAMOGORDO, NEW MEXICO
RESOLUTION NO. 2020-17
2020-2021 ANNUAL BUDGET ADOPTION
(109th FISCAL YEAR)**

WHEREAS, the governing body of the City of Alamogordo, New Mexico, a New Mexico Municipal Corporation (hereinafter referred to as the "City"), has developed a preliminary Annual Budget for the fiscal year 2020-2021; and,

WHEREAS, the Preliminary Annual Budget was developed on the basis of need and through cooperation with all user departments, elected officials, and other department supervisors; and,

WHEREAS, the official Notice of Meeting for the review of the Annual Budget was duly posted on April 19, 2020 in compliance with the City of Alamogordo Open Meetings Act Resolution; and

WHEREAS, it is the majority opinion of the governing body of the City that the Annual Budget meets the requirements as currently determined for fiscal year 2020 - 2021.

WHEREAS, the Department of Finance and Administration, State of New Mexico, is requested to give its interim approval to the City of Alamogordo, New Mexico's annual budget for fiscal year 2020 - 2021.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Alamogordo, New Mexico, hereby adopts the attached Annual Preliminary Budget and respectfully requests approval of these documents from the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED AND ADOPTED this 26th day of May, 2020.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard Boss, Mayor

Mayor Pro-Tem Nadia Sikes

Commissioner Susan McDonald

Commissioner Jason Baldwin

Commissioner Dusty Wright

Commissioner Susan Payne

Commissioner Josh Rardin

(SEAL)

Rachel Hughs, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 5/26/2020

Report Date: 5/18/2020

Report No: 11.

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, Airport Zoning Board, and the Alamogordo Promotions Board.

Background: Airport Advisory Board. One (1) vacancy. This vacancy is due to the expiring term of Manuel Gonzales Jr. Staff Liaison - Cheryl Otero-Baker.

The following individual is interested in being reappointed:

Manuel Gonzales Jr. - If reappointed this will be his fourth term.

Airport Zoning Board. One (1) at-large vacancy. This vacancy is due to the expiring term of Philip Tashash. Staff Liaison - Cheryl Otero-Baker.

The following individual is interested in being appointed:

Dana R. Wilkie - if appointed this will be her first term.

Housing Authority Advisory Board. One (1) two year vacancy, and one (1) three year vacancy. Staff Liaison - Marissa Ruiz.

No applications received.

Alamogordo Promotions Board. One (1) lodging related vacancy. This vacancy is due to the expiring term of Neetan Mandalia. Staff Liaison - Michelle Brideaux.

The following individual is interested in being reappointed:

Neetan "Nate" Mandalia - if reappointed, this will be his second term.

Senior Volunteer Programs Advisory Council. One (1) vacancy. Staff Liaison - Neil McFarland.

No applications received.

White Sands Boulevard Beautification Committee. Two (2) vacancies. Staff Liaison - Stella Rael.

No applications received.

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

RECEIVED

MAY 12 2020

CITY CLERK

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

Name: Dana R Wilkie

Home Phone: _____ Work Phone: 575-572-5411

Cell Phone: 330-604-6186 Fax No: _____

E-mail address: pritts.dana@yahoo.com

Physical Address: 290 Tulie Gate Rd, Tularosa, NM 88352

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

Mailing Address: 290 Tulie Gate Rd, Tularosa, NM 88352

Present Employer: United States Air Force Job Title: Airfield Management
Operations Coordinator

Board/Committee you wish to serve on:

First choice: Airport Zoning Board

Second choice: _____

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

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

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

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

Experience and education relating to the Board/Committee: _____

I currently work at the airfield on Holloman. My job requires a lot of knowledge about
airfields and how they operate, as well as the aircraft that operate on them. The
training I went through to get this job covered everything from pavements and lights to
filing flight plans and flight following.

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

Being a young airman and getting involved with the local community is something I not
only enjoy, but it also provides me with more opportunities I would not otherwise have
within my military career. Joining this board is a new way to serve my community and
hopefully learn something along the way.

Please return completed application to:

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

RECEIVED

MAY 07 2020

CITY CLERK

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

Name: Neetan Mandalia

Home Phone: _____ Work Phone: 575-4372110

Cell Phone: 480-799-0128 Fax No: 575-437-1898

E-mail address: nate.mandalia@desertaireinc.com

Physical Address: 1021 S. White Sands Blvd

Is the above address within City limits? Yes ☒ No ☐

Mailing Address: Same

Present Employer: Magnuson Hotel Job Title: General Manager

Board/Committee you wish to serve on:

First choice: Promotions Board

Second choice: _____

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

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

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

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

Experience and education relating to the Board/Committee: I have
15 yrs experience in Hotel industry as an
operations & General Manager.

Please indicate your interest in serving on a City Board/ Committee: I would
like to be approved for an additional
2 yr term so that I can continue
to grow tourism in Alamogordo.

Please return completed application to:

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

RECEIVED

MAY 18 2020

CITY CLERK

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

Name: Manuel Gonzales, Jr.
Home Phone: 575-430-7219 Work Phone: 575-443-1760
Cell Phone: 575-430-7219 Fax No: 575-437-8187
E-mail address: mgonzalesjr@gmail.com
Physical Address: 5 Briarwood Court, Alamogordo, NM 88310-9536
Is the above address within City limits? Yes ☐ No ☒
Mailing Address: 5 Briarwood Court, Alamogordo, NM 88310-9536
Present Employer: USA Insurance Inc - Job Title: Commercial Lines
Charles, Garland and Harris Agency Producer - Agent
Board/Committee you wish to serve on:
First choice: Airport Advisory Board
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: (A) member of Airport
Advisory Board Since July, 2014 (B) Currently serving as Vice-Chairman
of Board; (C) Earned Private Pilot's License - Single Engine Land
with Sail Plane (Glider) Rating

Please indicate your interest in serving on a City Board/ Committee: I believe that
our Airport has significant potential for economic activity
and growth. I offer a seasoned background in business,
management and public service to this Board.

Please return completed application to:

City Clerk's Office
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Alamogordo, NM 88310
PHONE: (575)439-4100
FAX: (575)439-4396