



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

June 9, 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 Hughes 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 26, 2020 Regular meeting. *(Rachel Hughs, City Clerk)*
2. Consider, and act upon, final publication of adoption 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)**
3. Consider, and act upon, final publication of adoption of Ordinance 1616, an ordinance amending 02-03-440 through 02-03-560 of the Alamogordo Code of Ordinances regarding labor relations. *(Kim Torres, Acting Human Resources Director)* **(Roll Call Vote Required)**
4. Consider, and act upon, the COVID-19 CARES Federal Sub-Award to be used for any disaster relief activities for older individuals under the Older Americans Act. *(Magdalena Morales, ASC Manager)*
5. Consider, and act upon, the contract between the City of Alamogordo Police Department and the City of Alamogordo Public School System, for the School Resource Officer positions. *(Chief of Police, Richard Denton)*
6. Consider, and act upon, Resolution 2020-18 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 June 9, 2020. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**
7. Consider, and act upon, the Investment Report for the quarter ending March 31, 2020, in accordance with the City of Alamogordo Investment Ordinance. *(Sue Ashe, Acting Accounting Manager)*
8. Consider, and act upon, appointment/reaffirmation of Policy Committee Member and Technical Committee Member to the Southeast Regional Transportation Planning Organization (SERPTO). *(Rachel Hughs, City Clerk)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

9. Consider, and act upon, the placement of a new "Resident Parking Only" sign for a home located at 223 Texas Avenue. *(Rachel Hughs, City Clerk)*
10. Consider, and act, upon first publication of Ordinance 1617, an Ordinance amending 02-15-010 through 02-15-080 of the Alamogordo Code of Ordinances. *(Petria Bengoechea, City Attorney)* **(Roll Call Vote Required)**

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

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/9/2020

Report Date:

Report No: 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the May 26, 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 26, 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 Clerk Hughs announced there was a quorum present. Invocation was given by Commissioner Payne and the Pledge of Allegiance was led by Commissioner Baldwin.

APPROVAL OF AGENDA

Commissioner Baldwin moved to approve the agenda.
Commissioner Rardin 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 Senior Center has served a little over 19,000 meals through the Grab and Go and Meals on Wheels since the Governor passed the orders on March 16th through today. They have doubled the amount of seniors they are serving and are averaging 400 meals a day.
2. He said the Zoo has opened to the public to an extent. They are restricting the number of people in the Zoo at one time. They have had about 1,000 people from Thursday to yesterday.
3. He said the Library will do curbside service and have it up and running in a couple of days.
4. He said the Governor's newest order will last until Monday and expect she will have a press conference and then they will let the State know where we are going next.
5. He stated today is Katie's last meeting. She is retiring on Friday.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Pro-Tem Sikes made the following comments:

She gave a shout out to Commissioner McDonald, on May 16th she put together a Complete Count Zoom meeting for the Census and it is important to be counted. She stated she was impressed that she ran into City staff not from the Senior Center, delivering Meals on Wheels. She thanked Katie for her 30 years with the City.

Commissioner Rardin made the following comments:

He said on the last Commission meeting he did not have the agenda in front of him, so he wanted it on record that he meant to vote no on item number 2. Item 2 was the repealing all new taxes have to be passed by a vote of the people, the ordinance from back in the 80's.

Commissioner Payne made the following comments:

She said to remember the Barraza family, they lost their son Marques. His father is one of our own, they are in our prayers.

CONSENT AGENDA

- 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)*

Mayor Pro-Tem Sikes moved to approve items 1,2,3,4,5,6 of the consent calendar.

Commissioner Baldwin seconded the motion.

Roll Call vote was taken.

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

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)*

City Planner Rael said the applicant and property owners, Lance and Laure Grace have requested to create 12 lots from this parcel, per ordinance is it is increasing by 2 lots, it has to come before Commission for approval. She said there are 6 storage units at this time, she has already passed this through Engineering, Public Works, and Fire and everybody is in approval of this change.

Commissioner Rardin asked which of the lots are being divided up. City Planner Rael answered at 8020 Hamilton Road, it is on whole parcel and they are spitting them up into 12 lots. He asked why they did not run this through Planning and Zoning Commission like they typically do. She answered because of the issue of setting them up on Zoom and since it is just a recommending board, she felt it was ok to go straight to Commission. He said he understands the circumstances, but he was just wondering. She stated, unfortunately sometimes she does not have a quorum for Planning and Zoning, and it was going to be much of an effort, so she brought it straight to Commission.

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

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)

Fire Chief LeClair said there is always some fine tuning along the way. He went through the changes of the ordinance.

City Clerk Hughs explained the drivers fee was taken out of Chapter 27 of the Vehicle for Hire because they no longer give permits for the divers.

Commissioner Payne said the reason she wanted to hear the big changes is because she gets a lot of phone calls. Fire Chief LeClair said the big changes are to the insurance and Farm Stand operators, the only time they will have to deal with the Environmental Department is if they are preparing food in any way for public consumption, so if they are cutting or slicing food. He said the other change for that section is group of temporary farm stands may operate under one organizer for a specific location which was a concern the last time the ordinance was brought to them. The insurance will be submitted to the event coordinator.

Commission McDonald asked if they now have to go to the Environmental Department to be approved. Fire Chief LeClair answered, they have always had to go to the Environmental Department, that has always been part of the processes. Commissioner Payne added, that is because it is food handling so has to go through the Environmental Department. Commissioner McDonald asked if the Environmental Department determine if you can operate even if you have a license. Fire Chief LeClair answered yes, they have a big in whether a food vendor or food establishment can do business, there are certain things they require.

Commissioner Wright said in section F has the prohibited of 300 feet of an established business and section H is from permitted special events of 500 feet and asked if there is a reason they can be set up closer to the door of a restaurant than further away from a special event. Fire Chief LeClair said the only reason is to protect brick and mortar businesses that has spent money on their business and the other part of it is if the City has a special event. Commissioner Wright asked if they align with each other, so a food truck does not sit outside a restaurant like Hi-D-Ho. Fire Chief LeClair said they can if that is what they want, the only reason they set up those parameters is because this is what a lot of other communities were doing. City Clerk Hughs said special events will not happened next to restaurants like Hi-D-Ho, typically restaurants in downtown will be involved in the special events.

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

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)

City Attorney Bengoechea said with the COVID-19 pandemic has hit the City hard, has closed many local businesses and has devastated our business community. With what has happened the City's financial future is somewhat uncertain. The Budget they have seen and should approve later this evening, projects the loss of over 6 million dollars which has eliminated many non-essential services. As of May the City did lay off all part-time and seasonal employees and looking into whether further reductions in the operational budgets are necessary. The direction of City Manager Brian Cesar for all the directors is to project a 20 percent cut in the budget. She said the GRIP, Gross Receipts Investment

program, monies that are out going are just untenable at this time as an expense. If these GRIP agreements were to be paid, the City would have no choice but to lay off full time employees and reduce the services that we are currently providing citizens. She said there is an appropriation clause in them, so she cautioned the Commission not to discuss any contracts or litigation.

Commissioner Rardin asked if they cancel these, can these entities bring them back once this is all over with to reapply once the budget has leveled off. City Attorney Bengoechea stated the ordinance just changed a couple of meeting ago, the entities have to apply prior to starting their project, at this point the answer would be no. City Manager Caser cautioned against that, he said the last down turn they had in the economy in 2008/2009, they were just starting to come out of it a year ago and they do not want payments on the books to potentially pay years down for something that happened five, seven, eight years ago. Commissioner Rardin said that was not what he means, he means if they see a huge increase in the gross receipts toward the end of this year and these companies reapply within a certain timeframe. City Manager Caser said you are the Commission, but he would not put it forward and say things look good and we are collecting additional gross tax receipts taxes that is above the reduction that we projected. He said not only did they reduce revenues and lay off certain positions, they also did away with two of the reserves, at least for this upcoming fiscal year. So just because gross receipt taxes are coming in higher than the 25 percent, that they reduce the revenue projections. They need to make up everything to include the two reserves. Mayor Boss said he does not think the economy is going to are ever catch up to what they have lost doing the Corona virus.

Commissioner Rardin said in the past they done these and have had no problems paying them. Down the road, they can let them apply and pay them some of the money. He said some of these are smaller business, the larger ones are the ones are the ones that are hurting us. City Attorney Bengoechea said if they are going to open it up for anybody, they are going to have to open it up for everyone. He said he understands.

Commissioner Payne said by doing this, they are suspending the program, and asked how they are handling that. City Attorney Bengoechea said that is completely different, there has been talk of one Commissioner wanting to bring that forward, but that it is on hold right now. Commissioner Payne asked how they are going to handle they get another application. City Attorney Bengoechea said her office would process has normal, they did receive a few prior to COVID but she does not believe they are going to go forward, they have been withdrawn. If they got one tomorrow, they would process it and put it on the next agenda, assuming it is complete. She would talk to the City Manager Cesar and Finance Director Finance Director Huff to see what finances look like. Ultimately if it is untenable for the City to fund that money and they are going to have to layoff employees to do it, they would get it with a recommendation of do not approve.

Mayor Boss asked if they should consider suspending the program for a period of time. City Attorney Bengoechea said that is up to the Commission. Commissioner Rardin said they would have to bring it back to a future meeting, right. City Attorney Bengoechea answered yes.

Commissioner Baldwin said Commissioners Rardin and Payne brought up some of his concerns. He would like to see this brought back to suspend future applications, because it does not seem right to negate the contracts they already have and assign contracts to smaller people. He would like to address this at a future date, with the companies that have applied.

Commissioner Rardin asked City Manager Cesar and City Attorney Bengoechea, if they do approve this resolution tonight, can they bring those projects back. City Attorney Bengoechea said they passed an item cancelling all gross receipts investment contracts that they can, so if they send out a letter to every contract notifying they are cancelled, it does not make sense legally speaking, it would need to be the GRIP agreement is suspended. Commissioner Rardin said he would feel more comfortable suspending it because if they cancel these and they get five more applications before the end of the year and they approve them, it is not right to the people they told they can't do it. City Manager Cesar said there would not be five more, they would bring suspending the GRIP program for the end of this

year and the next fiscal year. He stated it is a Commission decision to revisit the handful of current GRIP agreements that they have, if that is the direction of the Commission. City Attorney Bengoechea suggested, if the Commission decides not to pass the resolution and they want to keep these obligations on the books, they could put it out a year, that it happens in the next budget cycle.

Mayor Boss asked City Attorney Bengoechea if it would be her advice to suspend the program for a period of time and bring it back. She said that is not legal advice, and her boss is nodding his head yes, so she is going to say yes. City Manager Cesar said they can bring suspending future applications to the next meeting. The economy is going to really bounce back and be going better than prior to the virus to make up what we lost since the shutdown.

Commissioner Payne said she would be comfortable doing this if they suspend the program. If we get this windfall of money, we are not only going to be obligated for this if we come back and look at it, but we are going to be obligated for any new applications and do not approve but we come back and we fulfill this obligation, it is going to be bad either way and that is my biggest concern. It is important to honor your commitment, but if it is a choice between honoring this commitment or keeping employees, I am in favor of keeping our employees. She stated her concern is, if we come back and look it in a year, they are talking about fulling this obligation plus any new applications.

Mayor Boss said the purpose of this fund is aid people in building new buildings for economic development and we are not going to see that in the future right away. He asked if management was suggesting adopting item nine and two weeks from now, they suspend the program for a period of time. City Manager Cesar answered yes and when they bring it in two weeks, they would recommend they suspend it for the rest of the fiscal year and the next. City Attorney Bengoechea said they cannot suspend an ordinance; they will repeal the ordinance and at some point, they will bring it back.

Mayor Boss moved to approve.

Mayor Pro-Tem Sikes seconded the motion.

Roll Call vote was taken.

Motion carried with a vote of 4-3-0. Commissioners Baldwin, Rardin, Wright voted nay.

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)

Finance Director Huff said this is the Budget she presented several weeks ago during the budget hearings and explained the interim submission to DFA.

Commissioner Baldwin moved to approve.

Commissioner Rardin seconded the motion.

Roll Call vote was taken.

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

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

Mayor Boss read the openings and appointed Manuel Gonzales Jr. to the Airport Advisory Board, Dana R. Wilki to the Airport Zoning Board and Neetan "Nate" Mandali to the Alamogordo Promotions Board. No one was opposed.

Commissioner Rardin moved to adjourn at 7:33 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 Rachel Hughs, City Clerk)
Approved at the Regular Meeting held on June 9, 2020.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/9/2020

Report Date: 6/2/2020

Report No: 2.

Submitted By: Jim LeClair

Subject: Consider, and act upon, final publication of adoption 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)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends adoption of Ordinance No. 1614.

Background:

Commission approved the ordinance for first publication during the Commission meeting of May 12, 2020.

Information from May 12, 2020 Commission meeting

In 2019 the New Mexico State Fire Marshals office and the Public Regulations Commission adopted the International Fire Code 2015 edition. Currently the Alamogordo Fire Department is operating out of the 2003 edition, which causes some confusion between the State Fire Marshals Office, the State Construction Industry Division and the City. With this adoption, it will bring us in line with the other state agencies and give us some extra points as we work towards our next ISO survey.

ORDINANCE NO. 1614
AMENDING CERTAIN SECTIONS OF CHAPTER 12
FIRE PREVENTION AND PROTECTION

WHEREAS, the City Commission of the City of Alamogordo recognizes that it must update its ordinances from time to time when updates are made to adopted codes;

WHEREAS, the City Commission of the City of Alamogordo wishes to update the adoption of the International Fire Code from 2003 to more current and used standards of the 2015 version;

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo that the following sections of Chapter 12 are amended to read as follows:

12-02-010. - Generally—International Fire Code Adopted.

(a) With the exceptions and amendments set forth below, the City hereby adopts by reference the conditions, provisions, limitations and terms of the International Fire Code, ~~2003~~ **2015** Edition, published by the International Code Council, including any amendments thereto which are adopted by the State as of the date of or subsequent to the date of this section.

(b) ~~Amendments. The following provisions are amended:~~

(1) ~~Section 103.1 shall be amended to read:~~

~~Sec. 103.1 General~~

~~The Division of Fire Prevention is established within the jurisdiction under the direction of the Fire Chief. One of the functions of the division shall be the implementation, administration and enforcement of the provisions of this code.~~

(2) ~~Section 105.1 shall be amended to read:~~

~~Sec. 105.1.~~

(a) ~~General fees shall be assessed in accordance with the provision of this section or shall be as set forth in the fee schedule approved by the jurisdiction.~~

(b) ~~Permit fees. The fee for each permit shall be as set forth in the current fee schedule approved by the City Commission. The determination of value or valuation under any of the provisions of this code shall be made by the building official. The value to be used in computing the permit fee shall be the total value of all work for which the permit is issued.~~

(c) ~~Expiration of permit application. Applications for which no permit is issued within one hundred eighty (180) days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding one hundred eighty (180) days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new application fee.~~

(d) ~~Fees. Work without a permit. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a permit must~~

be obtained before the work is continued. The permit fee will be twice that set forth in the fee schedule for work covered by the permit. For the second offense in a calendar year the permit fee shall be three times that covered in the fee schedule for work covered by the permit. For the third and subsequent offenses in a calendar year the fee shall be four times that covered in the fee schedule for work covered by the permit. The payment of such fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

- (e) Fees for work performed after hours. Inspections performed outside of normal work hours shall require payment to the City of Alamogordo in the amount of forty dollars (\$40.00) per hour or fraction thereof except that such inspections performed Sundays or on official holidays as recognized by the City of Alamogordo shall require payment to the City of Alamogordo in the amount of seventy dollars (\$70.00) per hour or fraction thereof. Such inspection service shall be based on staff availability. In case of emergency this fee may be waived at the discretion of the City Manager.
- (f) Appendices. Appendices B, C, D, E, F and G to the International Fire Code, 2003 Edition, are specifically adopted by reference, together with all amendments thereto adopted by the State as of or subsequent to the date of this section.
- (g) Appeals. Appeals from orders, decisions or determinations of the building official relative to the application and interpretation of this code shall be submitted to the code writing authority for official interpretation. The official interpretation shall constitute the final decision on any appeal. The "code writing authority" is hereby defined as the entity responsible for the publication of the code for which the interpretation is to be made.

12-02-015. -- Generally -- NFPA 1 Adopted.

- (a) With the exceptions and amendments set forth below, the City hereby adopts by reference the conditions, provisions, limitations and terms of the NFPA 1 Code, 1997 Edition, published by the National Fire Protection Association, including any amendments thereto which are adopted by the State as of the date of or subsequent to the date of this section.
- (b) Amendments. The following provisions are amended:
 - (1) Section 1-16 shall be amended to read:
Sec. 1-16.
 - (a) General fees shall be assessed in accordance with the provision of this section or shall be as set forth in the fee schedule approved by the jurisdiction.
 - (b) Permit fees. The fee for each permit shall be as set forth in the current fee schedule approved by the City Commission. The determination of value or valuation under any of the provisions of this code shall be made by the Building Official [Code Official]. The value to be used in computing the permit fee shall be the total value of all work for which the permit is issued.
 - (c) Expiration of permit application. Applications for which no permit is issued within one hundred eighty (180) days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding one hundred eighty (180) days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application

shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new application fee.

- (d) ~~Fees. Work without a permit. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a permit must be obtained before the work is continued. The permit fee will be twice that set forth in the fee schedule for work covered by the permit. For the second offense in a calendar year the permit fee shall be three times that covered in the fee schedule for work covered by the permit. For the third and subsequent offenses in a calendar year the fee shall be four times that covered in the fee schedule for work covered by the permit. The payment of such fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.~~
 - (e) ~~Fees for work performed after hours. Inspections performed outside of normal work hours shall require payment to the City of Alamogordo in the amount of forty dollars (\$40.00) per hour or fraction thereof except that such inspections performed Sundays or on official holidays as recognized by the City of Alamogordo shall require payment to the City of Alamogordo in the amount of seventy dollars (\$70.00) per hour or fraction thereof. Such inspection service shall be based on staff availability. In cases of emergency this fee may be waived at the discretion of the City Manager.~~
 - (e) ~~Appendices. Appendices A, B, C and D to the NFPA 1, 1997 Edition, are specifically adopted by reference, together with all amendments thereto adopted by the State as of or subsequent to the date of this section.~~
 - (d) ~~Appeals. Section 1-8.1 through 1-8.6.2 are amended to read that appeals from orders, decisions or determinations of the Building Official relative to the application and interpretation of this code shall be submitted to the code writing authority for official interpretation. The official interpretation shall constitute the final decision on any appeal. The "code writing authority" is hereby defined as the entity responsible for the publication of the code for which the interpretation is to be made.~~
- (Ord. No. [1563](#), 4-24-18)

12-02-020. 12-02-015. - Definitions.

- (a) The term "fire marshal" used in this chapter shall mean any fire staff of the Alamogordo Fire Department who has achieved the status of Inspector through certification by an accredited class. The term "fire marshal" shall also mean "chief of the bureau of fire prevention" as those words are used in the International Fire Code, 2003 Edition.
- (b) The term "jurisdiction" as used in the International Fire Code, 2003-2015 Edition shall mean the City of Alamogordo, New Mexico.
- (c) ~~The term "bureau of fire prevention" as used in the International Fire Code, 2003 Edition shall mean the Alamogordo Fire Department, City of Alamogordo, New Mexico.~~

12-02-030. 12-02-020. - Fire department.

- (a) The International Fire Code, 2003 2015 Edition shall be enforced by the Alamogordo Fire Department, which is hereby established and which shall be operated under the supervision of the fire chief.

(b) — ~~The fire marshal shall be appointed by the fire chief. The fire chief may detail such members of the Alamogordo fire department as fire inspectors as shall, from time to time, be necessary.~~

12-02-040. — New materials, processes or occupancies which may require permits.

~~The building inspector and the fire marshal shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the International Fire Code, 2003 Edition. The fire marshal shall post such list in a conspicuous place in his office, and distribute copies thereof to interested persons.~~

12-02-050. — Appeals from decisions of the fire marshal.

~~Whenever the fire marshal disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the International Fire Code, 2003 Edition do not apply or that the true intent and meaning of the Fire Code, 2003 Edition have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the fire marshal within thirty (30) days from the date of the decision. The fire marshal shall submit the appeal in writing to the code writing authority for official interpretation. The official interpretation shall constitute the final decision on any appeal.~~

12-02-060. 12-02-030. - Storage of flammable or combustible liquids in outside aboveground tanks.

The storage of flammable or combustible liquids in outside aboveground tanks is prohibited, except those facilities constructed in accordance with the provisions of section 3404-5704 of the International Fire Code, 2003 2015 Edition.

12-02-070. 12-02-040. - Liquefied petroleum gases.

The limits referred to in Chapter 38 61 of the International Fire Code, 2003 2015 Edition, in which storage of liquefied petroleum gas is restricted, are hereby established as follows: All of the city, except that part west of the Southern Pacific Railroad tracks which is within an industrial zoning area.

12-03-010. - Applicability.

This article shall apply to all explosives except those enumerated in section 3304.1 5604.1 of the International Fire Code 2015 Edition.

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

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/9/2020

Report Date: 6/2/2020

Report No: 3.

Submitted By:

Subject: Consider, and act upon, final publication of adoption of Ordinance 1616, an ordinance amending 02-03-440 through 02-03-560 of the Alamogordo Code of Ordinances regarding labor relations. *(Kim Torres, Acting Human Resources Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

Commission approved the ordinance for first publication during the Commission meeting of May 12, 2020.

Information from May 12, 2020 Commission meeting

During the State legislative session, HB364 was passed by the House and the Senate, and signed into law by the Governor. The legislation makes changes to the way the City bargains with its employees, it invalidate's the City's Labor Management Relations Board, it changes union eligibility and also makes changes to policies regarding employee information and timelines for notice 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.

The City has conferred with longstanding outside counsel and Union specialists and striking the City's ordinances was recommended by everyone contacted.

AN ACT
RELATING TO THE PUBLIC PEACE, HEALTH, SAFETY AND WELFARE;
ADDRESSING COLLECTIVE BARGAINING IN THE PUBLIC SECTOR;
ADDRESSING BARGAINING UNIT ELECTION PROCEDURES, REASONABLE
ACCESS TO EMPLOYEES, SCOPE OF BARGAINING AND EMPLOYER
PROHIBITED PRACTICES; MODIFYING THE PUBLIC EMPLOYEE
BARGAINING ACT TO CLARIFY REMEDIES AVAILABLE TO THE PUBLIC
EMPLOYEE LABOR RELATIONS BOARD; IMPOSING REQUIREMENTS ON
LOCAL LABOR BOARDS; REQUIRING NOTICE OF RULES AND MEMBERSHIP;
PROVIDING FOR RETENTION OF JOBS WITHIN A BARGAINING UNIT;
REPEALING AND REENACTING SECTION 10-7E-10 NMSA 1978 (BEING
LAWS 2003, CHAPTER 4, SECTION 10 AND LAWS 2003, CHAPTER 5,
SECTION 10); REPEALING SECTIONS 10-7E-11 AND 10-7E-26 NMSA
1978 (BEING LAWS 2003, CHAPTER 4, SECTION 11 AND LAWS 2003,
CHAPTER 5, SECTION 11; AND LAWS 2003, CHAPTER 4, SECTION 26
AND LAWS 2003, CHAPTER 5, SECTION 26).

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 10-7E-3 NMSA 1978 (being Laws 2003,
Chapter 4, Section 3 and Laws 2003, Chapter 5, Section 3) is
amended to read:

"10-7E-3. CONFLICTS.--In the event of conflict with
other laws, the provisions of the Public Employee Bargaining
Act shall supersede other previously enacted legislation and
rules; provided that the Public Employee Bargaining Act shall

1 not supersede the provisions of the Bateman Act, the
2 Personnel Act, the Group Benefits Act, the Per Diem and
3 Mileage Act, the Retiree Health Care Act, public employee
4 retirement laws or the Tort Claims Act."

5 SECTION 2. Section 10-7E-4 NMSA 1978 (being Laws 2003,
6 Chapter 4, Section 4 and Laws 2003, Chapter 5, Section 4) is
7 amended to read:

8 "10-7E-4. DEFINITIONS.--As used in the Public Employee
9 Bargaining Act:

10 A. "appropriate bargaining unit" means a group of
11 public employees designated by the board or local board for
12 the purpose of collective bargaining;

13 B. "appropriate governing body" means the
14 policymaking body or individual representing a public
15 employer as designated in Section 10-7E-7 NMSA 1978;

16 C. "authorization card" means a signed affirmation
17 by a member of an appropriate bargaining unit designating a
18 particular organization as exclusive representative;

19 D. "board" means the public employee labor
20 relations board;

21 E. "certification" means the designation by the
22 board or local board of a labor organization as the exclusive
23 representative for all public employees in an appropriate
24 bargaining unit;

25 F. "collective bargaining" means the act of

1 negotiating between a public employer and an exclusive
2 representative for the purpose of entering into a written
3 agreement regarding wages, hours and other terms and
4 conditions of employment;

5 G. "confidential employee" means a person who
6 devotes a majority of the person's time to assisting and
7 acting in a confidential capacity with respect to a person
8 who formulates, determines and effectuates management
9 policies;

10 H. "emergency" means a one-time crisis that was
11 unforeseen and unavoidable;

12 I. "exclusive representative" means a labor
13 organization that, as a result of certification, has the
14 right to represent all public employees in an appropriate
15 bargaining unit for the purposes of collective bargaining;

16 J. "impasse" means failure of a public employer
17 and an exclusive representative, after good-faith bargaining,
18 to reach agreement in the course of negotiating a collective
19 bargaining agreement;

20 K. "labor organization" means an employee
21 organization, one of whose purposes is the representation of
22 public employees in collective bargaining and in otherwise
23 meeting, consulting and conferring with employers on matters
24 pertaining to employment relations;

25 L. "local board" means a local labor relations

1 board established by a public employer, other than the state,
2 through ordinance, resolution or charter amendment, and which
3 continues to exist by virtue of the election described in
4 Subsection B of Section 10-7E-10 NMSA 1978;

5 M. "lockout" means an act by a public employer to
6 prevent its employees from going to work for the purpose of
7 resisting the demands of the employees' exclusive
8 representative or for the purpose of gaining a concession
9 from the exclusive representative;

10 N. "management employee" means an employee who is
11 engaged primarily in executive and management functions and
12 is charged with the responsibility of developing,
13 administering or effectuating management policies. An
14 employee shall not be deemed a management employee solely
15 because the employee participates in cooperative decision-
16 making programs or whose fiscal responsibilities are routine,
17 incidental or clerical;

18 O. "mediation" means assistance by an impartial
19 third party to resolve an impasse between a public employer
20 and an exclusive representative regarding employment
21 relations through interpretation, suggestion and advice;

22 P. "professional employee" means an employee whose
23 work is predominantly intellectual and varied in character
24 and whose work involves the consistent exercise of discretion
25 and judgment in its performance and requires knowledge of an

1 advanced nature in a field of learning customarily requiring
2 specialized study at an institution of higher education or
3 its equivalent. The work of a professional employee is of
4 such character that the output or result accomplished cannot
5 be standardized in relation to a given period of time;

6 Q. "public employee" means a regular
7 nonprobationary employee of a public employer; provided that,
8 in the public schools, "public employee" shall also include a
9 regular probationary employee and includes those employees
10 whose work is funded in whole or in part by grants or other
11 third-party sources;

12 R. "public employer" means the state or a
13 political subdivision thereof, including a municipality that
14 has adopted a home rule charter, and does not include a
15 government of an Indian nation, tribe or pueblo, provided
16 that state educational institutions as provided in
17 Article 12, Section 11 of the constitution of New Mexico
18 shall be considered public employers other than the state for
19 collective bargaining purposes only;

20 S. "strike" means a public employee's refusal, in
21 concerted action with other public employees, to report for
22 duty or the willful absence in whole or in part from the
23 full, faithful and proper performance of the duties of
24 employment for the purpose of inducing, influencing or
25 coercing a change in the conditions, compensation, rights,

1 privileges or obligations of public employment; and

2 T. "supervisor" means an employee who devotes a
3 majority of work time to supervisory duties, who customarily
4 and regularly directs the work of two or more other employees
5 and who has the authority in the interest of the employer to
6 hire, promote or discipline other employees or to recommend
7 such actions effectively, but "supervisor" does not include
8 an individual who performs merely routine, incidental or
9 clerical duties or who occasionally assumes a supervisory or
10 directory role or whose duties are substantially similar to
11 those of the individual's subordinates and does not include a
12 lead employee or an employee who participates in peer review
13 or occasional employee evaluation programs."

14 SECTION 3. Section 10-7E-5 NMSA 1978 (being Laws 2003,
15 Chapter 4, Section 5 and Laws 2003, Chapter 5, Section 5) is
16 amended to read:

17 "10-7E-5. RIGHTS OF PUBLIC EMPLOYEES.--

18 A. Public employees, other than management
19 employees and confidential employees, may form, join or
20 assist a labor organization for the purpose of collective
21 bargaining through representatives chosen by public employees
22 without interference, restraint or coercion and shall have
23 the right to refuse those activities.

24 B. Public employees have the right to engage in
25 other concerted activities for mutual aid or benefit. This

1 right shall not be construed as modifying the prohibition on
2 strikes set forth in Section 10-7E-21 NMSA 1978."

3 SECTION 4. Section 10-7E-9 NMSA 1978 (being Laws 2003,
4 Chapter 4, Section 9 and Laws 2003, Chapter 5, Section 9) is
5 amended to read:

6 "10-7E-9. BOARD AND LOCAL BOARD--POWERS AND DUTIES.--

7 A. The board or a local board shall promulgate
8 rules necessary to accomplish and perform its functions and
9 duties as established in the Public Employee Bargaining Act,
10 including the establishment of procedures for:

11 (1) the designation of appropriate
12 bargaining units;

13 (2) the selection, certification and
14 decertification of exclusive representatives; and

15 (3) the filing of, hearing on and
16 determination of complaints of prohibited practices.

17 B. The board or a local board shall:

18 (1) hold hearings and make inquiries
19 necessary to carry out its functions and duties;

20 (2) conduct studies on problems pertaining
21 to employee-employer relations; and

22 (3) request from public employers and labor
23 organizations the information and data necessary to carry out
24 the board's or the local board's functions and
25 responsibilities.

1 C. The board or a local board may issue subpoenas
2 requiring, upon reasonable notice, the attendance and
3 testimony of witnesses and the production of evidence,
4 including books, records, correspondence or documents
5 relating to the matter in question. The board or a local
6 board may prescribe the form of subpoena, but it shall adhere
7 insofar as practicable to the form used in civil actions in
8 the district court. The board or a local board may
9 administer oaths and affirmations, examine witnesses and
10 receive evidence.

11 D. The board or a local board shall decide issues
12 by majority vote and each shall issue its decisions in the
13 form of written orders and opinions.

14 E. The board or a local board may hire personnel
15 or contract with third parties as each deems necessary to
16 assist it in carrying out its functions and each may delegate
17 any or all of its authority to those third parties, subject
18 to final review of the board or local board.

19 F. The board or a local board each has the power
20 to enforce provisions of the Public Employee Bargaining Act
21 through the imposition of appropriate administrative
22 remedies, actual damages related to dues, back pay including
23 benefits, reinstatement with the same seniority status that
24 the employee would have had but for the violation,
25 declaratory or injunctive relief or provisional remedies,

1 including temporary restraining orders or preliminary
2 injunctions. No punitive damages or attorney fees may be
3 awarded by the board or local board.

4 G. Local board rules shall conform to the rules
5 adopted by the board and shall not be effective until
6 approved by an order of the board. On good cause shown, the
7 board may approve rules proposed by a local board, which
8 rules vary from rules of the board. All rules promulgated by
9 a local board shall comply with state law. A rule
10 promulgated by the board or a local board shall not require,
11 directly or indirectly, as a condition of continuous
12 employment, a public employee covered by the Public Employee
13 Bargaining Act to pay money to a labor organization that is
14 certified as an exclusive representative.

15 H. The board shall maintain current versions of
16 its rules and current versions of the rules of each local
17 board on a publicly accessible website. That website shall
18 also include a current listing of the members of the board
19 and the members of each local board. Each local board shall
20 notify the board, within thirty days of revisions of its
21 rules or changes in its membership, of any such revisions of
22 its rules or changes in its membership."

23 SECTION 5. Section 10-7E-10 NMSA 1978 (being Laws 2003,
24 Chapter 4, Section 10 and Laws 2003, Chapter 5, Section 10)
25 is repealed and a new Section 10-7E-10 NMSA 1978 is enacted

1 to read:

2 "10-7E-10. LOCAL BOARDS--CONDITIONS OF CONTINUED
3 EXISTENCE--TRANSFER OF AUTHORITY UPON TERMINATION--
4 PROHIBITION OF NEW LOCAL BOARDS.--

5 A. All local boards shall continue to exist except
6 as provided in Subsections B through J of this section.

7 B. No later than December 31, 2020, each local
8 board shall submit to the board copies of a revised local
9 ordinance, resolution or charter amendment authorizing
10 continuation of the local board. A local board that fails to
11 meet the submission deadline set forth in this subsection
12 shall cease to exist on January 1, 2021. No later than
13 February 15, 2021, the board shall determine whether the
14 local ordinance, resolution or charter amendment authorizing
15 continuation of a local board provides the same or greater
16 rights to public employees and labor organizations as the
17 Public Employee Bargaining Act, allows for the determination
18 of, and remedies for, an action that would constitute a
19 prohibited practice under the Public Employee Bargaining Act
20 and contains impasse resolution procedures equivalent to
21 those set forth in Section 10-7E-18 NMSA 1978. If the board
22 determines that a local ordinance, resolution or charter
23 amendment authorizing continuation of a local board does not
24 satisfy the requirements of this subsection, defects may be
25 cured by June 30, 2021 or the local board will cease to

1 exist. The board shall certify by written order whether the
2 requirements of this subsection have been met.

3 C. No later than April 30, 2021, each local board
4 shall submit to the board copies of its rules. A local board
5 that fails to meet the submission deadline set forth in this
6 subsection shall cease to exist on July 1, 2021. No later
7 than May 30, 2021, the board shall determine whether the
8 rules of a local board conform to the rules of the board, or
9 for good cause shown, any variances meet the requirements of
10 the Public Employee Bargaining Act. If the board determines
11 that the rules of a local board do not meet the requirements
12 of this subsection, the local board may cure any defects by
13 June 30, 2021, or it will cease to exist. The board shall
14 certify by written order whether the requirements of this
15 subsection have been met by a local board.

16 D. A local board existing as of July 1, 2021 shall
17 continue to exist after December 31, 2021 only if it has
18 submitted to the board an affirmation that:

19 (1) the public employer subject to the local
20 board has affirmatively elected to continue to operate under
21 the local board; and

22 (2) each labor organization representing
23 employees of the public employer subject to the local board
24 has submitted a written notice to the board that it
25 affirmatively elects to continue to operate under the local

1 board.

2 E. The affirmation required pursuant to Subsection
3 D of this section shall be submitted to the board by each
4 local board between November 1 and December 31 of each odd-
5 numbered year. A local board that fails to timely submit the
6 affirmation required by this subsection shall cease to exist
7 as of January 1 of the next even-numbered year.

8 F. Beginning on July 1, 2020, if at any time
9 thereafter a local board has a membership vacancy exceeding
10 sixty days in length, the local board shall cease to exist.

11 G. A local board may cease to exist upon:

12 (1) a repeal of the local ordinance,
13 resolution or charter amendment authorizing continuation of
14 the local board; or

15 (2) a vote of a local board, which vote is
16 filed with the board.

17 H. Once a local board ceases to exist for any
18 reason, it may not be revived.

19 I. Whenever a local board ceases to exist, all
20 matters pending before such local board shall be transferred
21 to the board for resolution.

22 J. After June 30, 2020, no new local board may be
23 created."

24 SECTION 6. Section 10-7E-13 NMSA 1978 (being Laws 2003,
25 Chapter 4, Section 13 and Laws 2003, Chapter 5, Section 13)

1 is amended to read:

2 "10-7E-13. APPROPRIATE BARGAINING UNITS.--

3 A. The board or local board shall, upon receipt of
4 a petition for a representation election filed by a labor
5 organization, designate the appropriate bargaining units for
6 collective bargaining. Appropriate bargaining units shall be
7 established on the basis of occupational groups or clear and
8 identifiable communities of interest in employment terms and
9 conditions and related personnel matters among the public
10 employees involved. Occupational groups shall generally be
11 identified as blue-collar, secretarial clerical, technical,
12 professional, paraprofessional, police, fire and corrections.
13 The parties, by mutual agreement, may further consolidate
14 occupational groups. Essential factors in determining
15 appropriate bargaining units shall include the principles of
16 efficient administration of government, the history of
17 collective bargaining and the assurance to public employees
18 of the fullest freedom in exercising the rights guaranteed by
19 the Public Employee Bargaining Act.

20 B. Within thirty days of a disagreement arising
21 between a public employer and a labor organization concerning
22 the composition of an appropriate bargaining unit, the board
23 or local board shall hold a hearing concerning the
24 composition of the bargaining unit before designating an
25 appropriate bargaining unit.

1 C. The board or local board shall not include in
2 an appropriate bargaining unit supervisors, managers or
3 confidential employees.

4 D. Jobs included within a bargaining unit pursuant
5 to a local ordinance in effect on January 1, 2020 shall
6 remain in that bargaining unit."

7 **SECTION 7.** Section 10-7E-14 NMSA 1978 (being Laws 2003,
8 Chapter 4, Section 14 and Laws 2003, Chapter 5, Section 14)
9 is amended to read:

10 "10-7E-14. ELECTIONS.--

11 A. Whenever, in accordance with rules prescribed
12 by the board or local board, a petition is filed by a labor
13 organization containing the signatures of at least thirty
14 percent of the public employees in an appropriate bargaining
15 unit, the board or local board shall conduct a secret ballot
16 representation election to determine whether and by which
17 labor organization the public employees in the appropriate
18 bargaining unit shall be represented. Upon acceptance of a
19 valid petition, the board or a local board shall require the
20 public employer to provide the labor organization within ten
21 business days the names, job titles, work locations, home
22 addresses, personal email addresses and home or cellular
23 telephone numbers of any public employee in the proposed
24 bargaining unit. This information shall be kept confidential
25 by the labor organization and its employees or officers. The

1 ballot shall contain the name of any labor organization
2 submitting a petition containing signatures of at least
3 thirty percent of the public employees in the appropriate
4 bargaining unit. The ballot shall also contain a provision
5 allowing public employees to indicate whether they do not
6 desire to be represented by a labor organization. An
7 election shall only be valid if forty percent of the eligible
8 employees in the bargaining unit vote in the election.

9 B. Once a labor organization has filed a valid
10 petition with the board or local board calling for a
11 representation election, other labor organizations may seek
12 to be placed on the ballot. Such an organization shall file
13 a petition containing the signatures of not less than thirty
14 percent of the public employees in the appropriate bargaining
15 unit no later than ten days after the board or the local
16 board and the public employer post a written notice that the
17 petition in Subsection A of this section has been filed by a
18 labor organization.

19 C. As an alternative to the provisions of
20 Subsection A of this section, a labor organization with a
21 reasonable basis for claiming to represent a majority of the
22 employees in an appropriate bargaining unit may submit
23 authorization cards from a majority of the employees in an
24 appropriate bargaining unit to the board or local board,
25 which shall, upon verification that a majority of the

1 employees in the appropriate bargaining unit have signed
2 valid authorization cards, certify the labor organization as
3 the exclusive representative of all public employees in the
4 appropriate bargaining unit. The employer may challenge the
5 verification of the board or local board; the board or local
6 board shall hold a fact-finding hearing on the challenge to
7 confirm that a majority of the employees in the appropriate
8 bargaining unit have signed valid authorization cards.

9 D. If a labor organization receives a majority of
10 votes cast, it shall be certified as the exclusive
11 representative of all public employees in the appropriate
12 bargaining unit. Within fifteen days of an election in which
13 no labor organization receives a majority of the votes cast,
14 a runoff election between the two choices receiving the
15 largest number of votes cast shall be conducted. The board
16 or local board shall certify the results of the election,
17 and, when a labor organization receives a majority of the
18 votes cast, the board or local board shall certify the labor
19 organization as the exclusive representative of all public
20 employees in the appropriate bargaining unit.

21 E. An election shall not be conducted if an
22 election or runoff election has been conducted in the twelve-
23 month period immediately preceding the proposed
24 representation election. An election shall not be held
25 during the term of an existing collective bargaining

1 agreement, except as provided in Section 10-7E-16 NMSA 1978."

2 SECTION 8. Section 10-7E-15 NMSA 1978 (being Laws 2003,
3 Chapter 4, Section 15 and Laws 2003, Chapter 5, Section 15)
4 is amended to read:

5 "10-7E-15. EXCLUSIVE REPRESENTATION.--

6 A. A labor organization that has been certified by
7 the board or local board as representing the public employees
8 in the appropriate bargaining unit shall be the exclusive
9 representative of all public employees in the appropriate
10 bargaining unit. The exclusive representative shall act for
11 all public employees in the appropriate bargaining unit and
12 negotiate a collective bargaining agreement covering all
13 public employees in the appropriate bargaining unit. The
14 exclusive representative shall represent the interests of all
15 public employees in the appropriate bargaining unit without
16 discrimination or regard to membership in the labor
17 organization. A claim by a public employee that the
18 exclusive representative has violated this duty of fair
19 representation shall be forever barred if not brought within
20 six months of the date on which the public employee knew, or
21 reasonably should have known, of the violation.

22 B. This section does not prevent a public
23 employee, acting individually, from presenting a grievance
24 without the intervention of the exclusive representative. At
25 a hearing on a grievance brought by a public employee

1 individually, the exclusive representative shall be afforded
2 the opportunity to be present and make its views known. An
3 adjustment made shall not be inconsistent with or in
4 violation of the collective bargaining agreement then in
5 effect between the public employer and the exclusive
6 representative.

7 C. A public employer shall provide an exclusive
8 representative of an appropriate bargaining unit reasonable
9 access to employees within the bargaining unit, including the
10 following:

11 (1) for purposes of newly hired employees in
12 the bargaining unit, reasonable access includes:

13 (a) the right to meet with new
14 employees, without loss of employee compensation or leave
15 benefits; and

16 (b) the right to meet with new
17 employees within thirty days from the date of hire for a
18 period of at least thirty minutes but not more than one
19 hundred twenty minutes, during new employee orientation or,
20 if the public employer does not conduct new employee
21 orientations, at individual or group meetings; and

22 (2) for purposes of employees in the
23 bargaining unit who are not new employees, reasonable access
24 includes:

25 (a) the right to meet with employees

1 during the employees' regular work hours at the employees'
2 regular work location to investigate and discuss grievances,
3 workplace-related complaints and other matters relating to
4 employment relations; and

5 (b) the right to conduct meetings at
6 the employees' regular work location before or after the
7 employees' regular work hours, during meal periods and during
8 any other break periods.

9 D. A public employer shall permit an exclusive
10 representative to use the public employer's facilities or
11 property, whether owned or leased by the employer, for
12 purposes of conducting meetings with the represented
13 employees in the bargaining unit. An exclusive
14 representative may hold the meetings described in this
15 section at a time and place set by the exclusive
16 representative. The exclusive representative shall have the
17 right to conduct the meetings without undue interference and
18 may establish reasonable rules regarding appropriate conduct
19 for meeting attendees.

20 E. The meetings described in this section shall
21 not interfere with the public employer's operations.

22 F. If a public employer has the information in the
23 employer's records, the public employer shall provide to the
24 exclusive representative, in an editable digital file format
25 agreed to by the exclusive representative, the following

1 information for each employee in an appropriate bargaining
2 unit:

3 (1) the employee's name and date of hire;

4 (2) contact information, including:

5 (a) cellular, home and work telephone
6 numbers;

7 (b) a means of electronic
8 communication, including work and personal electronic mail
9 addresses; and

10 (c) home address or personal mailing
11 address; and

12 (3) employment information, including the
13 employee's job title, salary and work site location.

14 G. The public employer shall provide the
15 information described in Subsection F of this section to the
16 exclusive representative within ten days from the date of
17 hire for newly hired employees in an appropriate bargaining
18 unit, and every one hundred twenty days for employees in the
19 bargaining unit who are not newly hired employees. The
20 information shall be kept confidential by the labor
21 organization and its employees or officers. Apart from the
22 disclosure required by this subsection, and notwithstanding
23 any provision contained in the Inspection of Public Records
24 Act, the public employer shall not disclose the information
25 described in Subsection F of this section, or public

1 employees' dates of birth or social security numbers to a
2 third party.

3 H. An exclusive representative shall have the
4 right to use the electronic mail systems or other similar
5 communication systems of a public employer to communicate
6 with the employees in the bargaining unit regarding:

7 (1) collective bargaining, including the
8 administration of collective bargaining agreements;

9 (2) the investigation of grievances or other
10 disputes relating to employment relations; and

11 (3) matters involving the governance or
12 business of the labor organization.

13 I. Nothing in this section prevents a public
14 employer from providing an exclusive representative access to
15 employees within the bargaining unit beyond the reasonable
16 access required under this section, or limits any existing
17 right of a labor organization to communicate with public
18 employees."

19 SECTION 9. Section 10-7E-16 NMSA 1978 (being Laws 2003,
20 Chapter 4, Section 16 and Laws 2003, Chapter 5, Section 16)
21 is amended to read:

22 "10-7E-16. DECERTIFICATION OF EXCLUSIVE
23 REPRESENTATIVE.--

24 A. A member of a labor organization or the labor
25 organization itself may initiate decertification of a labor

1 organization as the exclusive representative if thirty
2 percent of the public employees in the appropriate bargaining
3 unit make a written request to the board or local board for a
4 decertification election. Decertification elections shall be
5 held in a manner prescribed by rule of the board. An
6 election shall only be valid if forty percent of the eligible
7 employees in the bargaining unit vote in the election.

8 B. When there is a collective bargaining agreement
9 in effect, a request for a decertification election shall be
10 made to the board or local board no earlier than ninety days
11 and no later than sixty days before the expiration of the
12 collective bargaining agreement; provided, however, a request
13 for an election may be filed at any time after the expiration
14 of the third year of a collective bargaining agreement with a
15 term of more than three years.

16 C. When, within the time period prescribed in
17 Subsection B of this section, a competing labor organization
18 files a petition containing signatures of at least thirty
19 percent of the public employees in the appropriate bargaining
20 unit, a representation election rather than a decertification
21 election shall be conducted.

22 D. When an exclusive representative has been
23 certified but no collective bargaining agreement is in
24 effect, the board or local board shall not accept a request
25 for a decertification election or an election sought by a

1 competing labor organization earlier than twelve months
2 subsequent to a labor organization's certification as the
3 exclusive representative."

4 SECTION 10. Section 10-7E-17 NMSA 1978 (being Laws
5 2003, Chapter 4, Section 17 and Laws 2003, Chapter 5, Section
6 17) is amended to read:

7 "10-7E-17. SCOPE OF BARGAINING.--

8 A. Except for retirement programs provided
9 pursuant to the Public Employees Retirement Act or the
10 Educational Retirement Act, public employers and exclusive
11 representatives:

12 (1) shall bargain in good faith on wages,
13 hours and all other terms and conditions of employment and
14 other issues agreed to by the parties. However, neither the
15 public employer nor the exclusive representative shall be
16 required to agree to a proposal or to make a concession; and

17 (2) shall enter into written collective
18 bargaining agreements covering employment relations.
19 Entering into a collective bargaining agreement shall not
20 obviate the duty to bargain in good faith during the term of
21 the collective bargaining agreement regarding changes to
22 wages, hours and all other terms and conditions of
23 employment, unless it can be demonstrated that the parties
24 clearly and unmistakably waived the right to bargain
25 regarding those subjects. However, no party may be required,

1 by this provision, to renegotiate the existing terms of
2 collective bargaining agreements already in place.

3 B. In regard to the Public Employees Retirement
4 Act and the Educational Retirement Act, a public employer in
5 a written collective bargaining agreement may agree to assume
6 any portion of a public employee's contribution obligation to
7 retirement programs provided pursuant to the Public Employees
8 Retirement Act or the Educational Retirement Act. Such
9 agreements are subject to the limitations set forth in this
10 section.

11 C. The obligation to bargain collectively imposed
12 by the Public Employee Bargaining Act shall not be construed
13 as authorizing a public employer and an exclusive
14 representative to enter into an agreement that is in conflict
15 with the provisions of any other statute of this state;
16 provided, however, that a collective bargaining agreement
17 that provides greater rights, remedies and procedures to
18 public employees than contained in a state statute shall not
19 be considered to be in conflict with that state statute. In
20 the event of an actual conflict between the provisions of any
21 other statute of this state and an agreement entered into by
22 the public employer and the exclusive representative in
23 collective bargaining, the statutes of this state shall
24 prevail.

25 D. Payroll deduction of the exclusive

1 representative's membership dues shall be a mandatory subject
2 of bargaining if either party chooses to negotiate the issue.
3 The amount of dues shall be certified in writing by an
4 official of the labor organization and shall not include
5 special assessments, penalties or fines of any type. The
6 public employer shall honor payroll deductions until the
7 authorization is revoked in writing by the public employee in
8 accordance with the negotiated agreement and this subsection
9 and for so long as the labor organization is certified as the
10 exclusive representative. Public employees who have
11 authorized the payroll deduction of dues to a labor
12 organization may revoke that authorization by providing
13 written notice to their labor organization during a window
14 period not to exceed ten days per year for each employee.
15 The public employer and the labor organization shall
16 negotiate when the commencement of that period will begin
17 annually for each employee. If no agreement is reached, the
18 period shall be during the ten days following the anniversary
19 date of each employee's employment. Within ten days of
20 receipt of notice from a public employee of revocation of
21 authorization for the payroll deduction of dues, the labor
22 organization shall provide notice to the public employer of a
23 public employee's revocation of that authorization. A public
24 employee's notice of revocation for the payroll deduction of
25 dues shall be effective on the thirtieth day after the notice

1 provided to the public employer by the labor organization.
2 No authorized payroll deduction of dues held by a public
3 employer or a labor organization on July 1, 2020 shall be
4 rendered invalid by this provision and shall remain valid
5 until replaced or revoked by the public employee. During the
6 time that a board certification is in effect for a particular
7 appropriate bargaining unit, the public employer shall not
8 deduct dues for any other labor organization.

9 E. Public employers and a labor organization, or
10 their employees or agents, are not liable for, and have a
11 complete defense to, any claims or actions under the law of
12 this state for requiring, deducting, receiving or retaining
13 fair share dues or fees from public employees, and current or
14 former public employees do not have standing to pursue these
15 claims or actions if the fair share dues or fees were
16 permitted at the time under the laws of this state then in
17 force and paid, through payroll deduction or otherwise, on or
18 before June 27, 2018. This subsection:

19 (1) applies to all claims and actions
20 pending on July 1, 2020 and to claims and actions filed on or
21 after July 1, 2020; and

22 (2) shall not be interpreted to infer that
23 any relief made unavailable by this section would otherwise
24 be available.

25 F. The scope of bargaining for the exclusive

1 representative and the state shall include enhancements of
2 employee rights and benefits existing pursuant to the
3 Personnel Act.

4 G. The scope of bargaining for representatives of
5 public schools as well as educational employees in state
6 agencies shall include, as a mandatory subject of bargaining,
7 the impact of professional and instructional decisions made
8 by the employer.

9 H. An impasse resolution or an agreement provision
10 by the state and an exclusive representative that requires
11 the expenditure of funds shall be contingent upon the
12 specific appropriation of funds by the legislature and the
13 availability of funds. An impasse resolution or an agreement
14 provision by a public employer other than the state or the
15 public schools and an exclusive representative that requires
16 the expenditure of funds shall be contingent upon the
17 specific appropriation of funds by the appropriate governing
18 body and the availability of funds. An agreement provision
19 by a local school board and an exclusive representative that
20 requires the expenditure of funds shall be contingent upon
21 ratification by the appropriate governing body. An
22 arbitration decision shall not require the reappropriation of
23 funds.

24 I. An agreement shall include a grievance
25 procedure to be used for the settlement of disputes

1 pertaining to employment terms and conditions and related
2 personnel matters. The grievance procedure shall provide for
3 a final and binding determination. The final determination
4 shall constitute an arbitration award within the meaning of
5 the Uniform Arbitration Act; such award shall be subject to
6 judicial review pursuant to the standard set forth in the
7 Uniform Arbitration Act. The costs of an arbitration
8 proceeding conducted pursuant to this subsection shall be
9 shared equally by the parties.

10 J. The following meetings shall be closed:

11 (1) meetings for the discussion of
12 bargaining strategy preliminary to collective bargaining
13 negotiations between the public employer and the exclusive
14 representative of the public employees of the public
15 employer;

16 (2) collective bargaining sessions; and

17 (3) consultations and impasse resolution
18 procedures at which the public employer and the exclusive
19 representative of the appropriate bargaining unit are
20 present."

21 SECTION 11. Section 10-7E-18 NMSA 1978 (being Laws
22 2003, Chapter 4, Section 18 and Laws 2003, Chapter 5, Section
23 18) is amended to read:

24 "10-7E-18. IMPASSE RESOLUTION.--

25 A. The following negotiations and impasse

1 procedures shall be followed by the state and exclusive
2 representatives for state employees:

3 (1) a request to the state for the
4 commencement of initial negotiations shall be filed in
5 writing by the exclusive representative no later than June 1
6 of the year in which negotiations are to take place.

7 Negotiations shall begin no later than July 1 of that year;

8 (2) in subsequent years, negotiations agreed
9 to by the parties shall begin no later than August 1
10 following the submission of written notice to the state by
11 the exclusive representative no later than July 1 of the year
12 in which negotiations are to take place;

13 (3) if an impasse occurs during negotiations
14 between the parties, either party may request mediation
15 services from the board. A mediator from the federal
16 mediation and conciliation service shall be assigned by the
17 board to assist in negotiations unless the parties agree to
18 another mediator;

19 (4) the mediator shall provide services to
20 the parties until the parties reach agreement or the mediator
21 believes that mediation services are no longer helpful or
22 until thirty days after the mediator was requested, whichever
23 occurs first; and

24 (5) if the impasse continues after the time
25 described in Paragraph (4) of this subsection, either party

1 may request a list of seven arbitrators from the federal
2 mediation and conciliation service. One arbitrator shall be
3 chosen by the parties by alternately striking names from such
4 list. Who strikes first shall be determined by coin toss.
5 The arbitrator shall render a final, binding, written
6 decision resolving unresolved issues pursuant to Subsection H
7 of Section 10-7E-17 NMSA 1978 and the Uniform Arbitration Act
8 no later than thirty days after the arbitrator has been
9 notified of selection by the parties. The arbitrator's
10 decision shall be limited to a selection of one of the two
11 parties' complete, last, best offer. The costs of an
12 arbitrator and the arbitrator's related costs conducted
13 pursuant to this subsection shall be shared equally by the
14 parties. Each party shall be responsible for bearing the
15 cost of presenting its case. The decision shall be subject
16 to judicial review pursuant to the standard set forth in the
17 Uniform Arbitration Act.

18 B. The following impasse procedures shall be
19 followed by all public employers and exclusive
20 representatives, except the state and the state's exclusive
21 representatives:

22 (1) if an impasse occurs, either party may
23 request from the board or local board that a mediator be
24 assigned to the negotiations unless the parties can agree on
25 a mediator. A mediator with the federal mediation and

1 conciliation service shall be assigned by the board or local
2 board to assist negotiations unless the parties agree to
3 another mediator; and

4 (2) if the impasse continues after a thirty-
5 day mediation period, either party may request a list of
6 seven arbitrators from the federal mediation and conciliation
7 service. One arbitrator shall be chosen by the parties by
8 alternately striking names from such list. Who strikes first
9 shall be determined by coin toss. The arbitrator shall
10 render a final, binding, written decision resolving
11 unresolved issues pursuant to Subsection H of Section
12 10-7E-17 NMSA 1978 and the Uniform Arbitration Act no later
13 than thirty days after the arbitrator has been notified of
14 selection by the parties. The arbitrator's decision shall be
15 limited to a selection of one of the two parties' complete,
16 last, best offer. The costs of an arbitrator and the
17 arbitrator's related costs conducted pursuant to this
18 subsection shall be shared equally by the parties. Each
19 party shall be responsible for bearing the cost of presenting
20 its case. The decision shall be subject to judicial review
21 pursuant to the standard set forth in the Uniform Arbitration
22 Act.

23 C. A public employer other than the state may
24 enter into a written agreement with the exclusive
25 representative setting forth an alternative impasse

1 resolution procedure.

2 D. In the event that an impasse continues after
3 the expiration of a contract, the existing contract will
4 continue in full force and effect until it is replaced by a
5 subsequent written agreement. However, this shall not
6 require the public employer to increase any employees'
7 levels, steps or grades of compensation contained in the
8 existing contract."

9 SECTION 12. Section 10-7E-19 NMSA 1978 (being Laws
10 2003, Chapter 4, Section 19 and Laws 2003, Chapter 5, Section
11 19) is amended to read:

12 "10-7E-19. PUBLIC EMPLOYERS--PROHIBITED PRACTICES.--A
13 public employer or the public employer's representative shall
14 not:

15 A. discriminate against a public employee with
16 regard to terms and conditions of employment because of the
17 employee's membership in a labor organization;

18 B. interfere with, restrain or coerce a public
19 employee in the exercise of a right guaranteed pursuant to
20 the Public Employee Bargaining Act or use public funds to
21 influence the decision of its employees or the employees of
22 its subcontractors regarding whether to support or oppose a
23 labor organization that represents or seeks to represent
24 those employees, or whether to become a member of any labor
25 organization; provided, however, that this subsection does

1 not apply to activities performed or expenses incurred:

2 (1) addressing a grievance or negotiating or
3 administering a collective bargaining agreement;

4 (2) allowing a labor organization or its
5 representatives access to the public employer's facilities or
6 properties;

7 (3) performing an activity required by
8 federal or state law or by a collective bargaining agreement;

9 (4) negotiating, entering into or carrying
10 out an agreement with a labor organization;

11 (5) paying wages to a represented employee
12 while the employee is performing duties if the payment is
13 permitted under a collective bargaining agreement; or

14 (6) representing the public employer in a
15 proceeding before the board or a local board or in a judicial
16 review of that proceeding;

17 C. dominate or interfere in the formation,
18 existence or administration of a labor organization;

19 D. discriminate in regard to hiring, tenure or a
20 term or condition of employment in order to encourage or
21 discourage membership in a labor organization;

22 E. discharge or otherwise discriminate against a
23 public employee because the employee has signed or filed an
24 affidavit, petition, grievance or complaint or given
25 information or testimony pursuant to the provisions of the

1 Public Employee Bargaining Act or because a public employee
2 is forming, joining or choosing to be represented by a labor
3 organization;

4 F. refuse to bargain collectively in good faith
5 with the exclusive representative;

6 G. refuse or fail to comply with a provision of
7 the Public Employee Bargaining Act or board rule; or

8 H. refuse or fail to comply with a collective
9 bargaining agreement."

10 SECTION 13. REPEAL.--Sections 10-7E-11 and 10-7E-26
11 NMSA 1978 (being Laws 2003, Chapter 4, Section 11 and Laws
12 2003, Chapter 5, Section 11; and Laws 2003, Chapter 4,
13 Section 26 and Laws 2003, Chapter 5, Section 26) are
14 repealed.

15 SECTION 14. EFFECTIVE DATE.--The effective date of the
16 provisions of this act is July 1, 2020. _____

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ORDINANCE 1616 AMENDING 02-03-440 through 02-03-560 OF THE ALAMOGORDO CODE OF ORDINANCES

WHEREAS, the City of Alamogordo, New Mexico and its commissioners recognize that the New Mexico Legislature passed HB364 in the 2020 legislative session;

WHEREAS, the City Commission wishes to comply with the State law regarding Union membership and negotiations; and

WHEREAS, the City Commission recognizes that HB364 and the City's ordinances conflict and has consulted with outside counsel to determine the best way to come into compliance is to strike the City's current labor relations ordinances;

THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico that Chapter 2-03-440 through 02-03-560 of the *Code of Ordinances* be amended as follows:

~~2-03-440. Personnel Systems—Labor Relations (Collective Bargaining)—Applicability.~~

~~This subdivision shall preempt all contrary local ordinances or executive orders except the city charter and those provisions of the personnel ordinance, rules or regulations establishing:~~

- ~~(1) Classified and unclassified service;~~
- ~~(2) Performance evaluations;~~
- ~~(3) Methods of initial employment and promotion procedures;~~
- ~~(4) Grievance and appeal procedures for classified employees; and~~
- ~~(5) Other provisions of the personnel ordinance, rules and regulations which do not conflict with this subdivision, or a collective bargaining agreement which has been ratified and approved by the governing body shall be administered in conjunction with this subdivision. All provisions of the personnel ordinance shall continue in effect for all employees not represented by a bargaining agent.~~

~~(Ord. No. 789, § 3(14), 6-12-90)~~

~~2-03-450. Personnel Systems—Labor Relations (Collective Bargaining)—Definitions.~~

~~As used in this subdivision:~~

~~*Board* means the city labor-management relations board comprised of members chosen by the city manager and the employee organizations.~~

~~*City employee* means any classified regular full-time, non probationary employee of the city except officials elected by popular vote or appointed to fill vacancies in elective offices; members of boards, commissions and heads of agencies appointed by the city commission; heads of agencies appointed by boards and commissions; supervisors; temporary or seasonal~~

employees; employees paid wholly and directly from funds of the United States government and individuals privy to confidential matters of the city government affecting the employer-employee relationship.

City government means the government of the City of Alamogordo acting through and for its agencies, departments, divisions, branches and bureaus.

Collective bargaining means a procedure whereby representatives of city government, other than elected officials, and an employee organization meet, confer, consult and negotiate with one another in a good faith effort to reach agreement or otherwise resolve differences relating or with respect to wages, hours and other terms and conditions of employment.

Employee organization means any organization or labor union whose primary purpose is to represent city employees in collective bargaining on matters pertaining to wages, working conditions and terms and conditions of employment; but it does not include any organization which:

- (1) — Advocates the overthrow of the constitutional form of government in the United States by other than lawful means; or
- (2) — Discriminates with regard to the terms or conditions of membership because of race, color, sex, creed, age or national origin; or
- (3) — Has a primary purpose other than representing employees in collective bargaining with their employer or other than as an association or organization formed for the advancement of or in behalf of a specific profession or vocation.

Impasse means the failure of the parties to agree with respect to any issue or issues which are subject to collective bargaining over which the parties have negotiated in good faith and with respect to which neither party is willing to make further concessions.

Professional employee means any city employee engaged in work which:

- (1) — Is predominately intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;
- (2) — Involves the consistent exercise of discretion and judgment in its performance;
- (3) — Is of such a character that the output produced or the result accomplished cannot be standardized in relation to a given time period; or
- (4) — Requires knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of a specialized intellectual instruction and study in an institution of higher learning or hospital as distinguished from an apprenticeship or from training in the performance of routine mental, manual, mechanical or physical processes.

Strike means the willful failure or refusal by employees to report for duty; willful absence from an employee's assigned position; the complete or partial cessation of work by an employee; or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by city employees where a purpose of such action is to induce, influence or coerce a change in or the enforcement of any term or condition of employment or compensation or any right, privilege or obligation of employment or any term or provision of a collective bargaining agreement or proposal advanced in the course of collective bargaining.

~~Supervisor means any individual having authority in the interest of the city employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees or responsibility to direct them or responsibility for evaluating employees, work performance or to adjust their grievances or effectively to recommend any of the actions listed above if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment. In the department of public safety, lieutenants, captains and higher ranks are classified as supervisors.~~

~~(Ord. No. 789, § 3(2) 6-12-90)~~

~~2-03-460. Personnel Systems—Labor Relations (Collective Bargaining)—City labor management relations board.~~

~~There shall be formed to assist in the implementation and administration of this subdivision a city labor management relations board of three (3) members. In view of the legal work involved in the interpretation of this subdivision, board members shall normally be members of the legal profession or individuals who possess expertise in the field of employee relations or both.~~

~~Board members shall serve for a period of one (1) year commencing July 1 and shall be selected as follows:~~

- ~~(1) Each city employee organization whose principal interest is to represent city employees in bargaining collectively with city government concerning wages and conditions of employment shall appoint one (1) person to a committee that will be charged with selecting one (1) person to the board. This committee will meet annually and select the employees' member of the board for the following year by June 1.~~
- ~~(2) The city manager shall appoint the second member of the board by June 1.~~
- ~~(3) The third member and chairman of the board shall be appointed mutually by the members appointed by the city manager and the employee organizations.~~
- ~~(4) In case the board must meet in accordance with this subdivision during the temporary or permanent absence of a member of the board, the city manager shall appoint an interim board member from the public at large with due regard to the representative character of the board.~~
- ~~(5) The members of the board shall be compensated at the rate of two hundred dollars (\$200.00) each per hearing plus travel and per diem, the cost to be shared equally by the parties involved.~~

~~(Ord. No. 789, § 3(13) 6-12-90)~~

~~2-03-470. Personnel Systems—Labor Relations (Collective Bargaining)—Right to organize and bargain collectively.~~

~~City employees have the right to form, join and otherwise participate in the activities of an employee organization of their own choosing for the purpose of bargaining collectively with city government and for other lawful reasons. City employees also have the right to refuse to join and~~

participate in the activities of employee organizations. An employee organization which has been certified by the city manager as the exclusive bargaining representative for an appropriate bargaining unit of city employees may bargain collectively with city government concerning wages, working conditions and other terms and conditions of employment.

- (1) ~~Nothing contained in this subdivision shall be construed to limit, impair or affect the rights of any individual city employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of city employment or their betterment aside from the method described herein so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of that employee's employment.~~
- (2) ~~No organization, its representative or other individual shall be allowed to solicit membership for an employee organization or labor union during employees' duty hours.~~

(Ord. No. 789, § 3(3), 6-12-90)

2-03-480. ~~Personnel Systems—Labor Relations (Collective Bargaining)—Determination of bargaining units.~~

~~The appropriateness of the bargaining unit will be investigated and determined by the board:~~

- (1) ~~Bargaining units shall be established by vocational groupings, such as *blue collar* (unskilled, semi-skilled and skilled employees), *white collar* (clerical and para-professional employees) and public safety officer with consideration being given as to whether they have traditionally been in these groupings. Individual crafts will not be designated as bargaining units.~~
- (2) ~~In determining the appropriateness of a bargaining unit, the board will consider:~~
 - a. ~~Whether city employees have the same conditions of employment which apply uniquely to them;~~
 - b. ~~Whether city employees have a mutuality of interest;~~
 - c. ~~How the public interest might best be served in determination of the bargaining unit.~~
- (3) ~~A bargaining unit shall not include both professional and non-professional city employees; nor shall it include supervisors or security personnel charged with protecting the employer's property other than commissioned police officers and jailers; nor shall it include those privy to confidential information, including but not limited to employees of the personnel department, data processing department, city manager's office, the city attorney's office, secretaries to department heads, employees involved in payroll work and any person privy to confidential information concerning employee relations.~~

(Ord. No. 789, § 3(4), 6-12-90)

2-03-490. ~~Personnel Systems—Labor Relations (Collective Bargaining)—Determination of representation.~~

- (a) ~~Any employee organization may file a written request with the city manager asserting that a majority of the members of a bargaining unit of the city desires to be represented by it for the purpose of collective bargaining and asking to be recognized as the exclusive bargaining representative. The request shall include a demonstration of support of at least thirty (30) percent of the employees in the bargaining unit by means of a dated membership list or signed and dated membership cards of those employees desiring representation. Notice of the request shall be posted by the city personnel department in a place conspicuous to city employees in the bargaining unit on the next working day following the filing of the request.~~
- (b) ~~Other employee organizations may file, within ten (10) days after the posting of the notice of the request as specified in subsection (a) above, a written claim with the city manager showing a demonstration of support of at least ten (10) percent of the employees in the bargaining unit by means of a dated membership list or signed and dated membership cards of those employees desiring representation. Notice of this claim shall also be posted by the city personnel department in a place conspicuous to city employees in the bargaining unit on the next working day following the filing of the claim.~~
- (c) ~~Upon authentication of the list or cards, the city manager shall so advise the board which then shall call and hold a representation election within forty-five (45) days from the date of posting of the notice to determine whether an employee organization shall be the exclusive bargaining representative for the unit. Such election shall not be held if:~~
- ~~(1) There is currently in effect a lawful written agreement between the public employer and an exclusive bargaining representative for the bargaining unit involved; and~~
 - ~~(2) Within the preceding twelve (12) months there has been held a representation election or a decertification election for the bargaining unit; or~~
 - ~~(3) In the opinion of the board after holding such hearing as may be appropriate, the bargaining unit described in the request for representation is not an appropriate unit in accordance with this subdivision or such appropriateness has not yet been determined by the board. If the board subsequently determines that the requested bargaining unit is appropriate, the board shall then call and hold a representation election.~~
- (d) ~~The board shall call and hold all elections within the time limits established by this subdivision and according to the following:~~
- ~~(1) Included on the ballot in a representation election shall be any employee organization which has submitted evidence of support of at least thirty (30) percent of the city employees in the bargaining unit in accordance with subsection (a) above, any employee organization which has submitted evidence of support of at least ten (10) percent of the city employees in the bargaining unit in accordance with subsection (b) above and a choice for no representation. The choices on a ballot in a decertification election shall be the incumbent exclusive bargaining representative and no representation;~~
 - ~~(2) Voting shall be by secret ballot;~~
 - ~~(3) All city employees in the bargaining unit involved shall have the right to vote;~~
 - ~~(4) If the majority of the city employees in the bargaining unit vote in favor of representation by an employee organization for the purpose of collective bargaining as~~

~~provided by this subdivision, the city manager shall certify that employee organization as the exclusive bargaining representative for the bargaining unit. If a majority of the employees in the unit do not vote for representation by an employee organization, the unit shall not be represented.~~

- ~~(e) Election disputes shall be resolved by the board. In the event of an election involving more than one (1) employee organization in which no choice on the ballot receives the vote of a majority of the city employees in a bargaining unit, then and in such event a runoff election shall be held within thirty (30) days with a choice consisting of the employee organization receiving the greatest number of votes in the original election and the choice of no representation. A runoff election may occur only if the combined votes for the two (2) or more employee representatives comprise a majority of the bargaining unit. The determination of representative status in such runoff election shall be governed by the provisions set forth in subsection (d) above.~~
- ~~(f) The certified exclusive bargaining representative shall represent all employees covered by the terms of the collective bargaining agreement.~~
- ~~(g) The decertification of any employee organization which has been recognized as the exclusive bargaining representative of employees in an appropriate bargaining unit may be effected by the filing of a written request for decertification supported by either a showing that thirty (30) percent of the employees in the bargaining unit seek to have a decertification election or a statement by city government that it harbors a good-faith doubt that the exclusive bargaining representative has the support of the majority of the employees in the bargaining unit. If, in the opinion of the board, the showing of interest in support of such a petition is sufficient, or, in the case of a petition filed by city government, there is objective evidence to support a good-faith doubt as to the majority status of the exclusive bargaining agent, the board shall call and hold a decertification election within forty-five (45) days from the date of the receipt of the request. Once a request for decertification is received by the board, the exclusive representative is precluded from accepting new members until the issue of the election has been decided. The ballot for decertification will include the choice of the exclusive representative and no representation. If the majority of the employees in the bargaining unit do not vote in favor of the exclusive representative, the city manager shall decertify the exclusive representative.~~
- ~~(h) No decertification election shall be held if, within the preceding twelve (12) months, the board has held a representation election or a decertification election for the bargaining unit.~~
- ~~(i) No petition for representation or decertification shall be entertained by the board unless such petition and the requisite showing of support therefor shall have been filed with the board during the thirty-day period between the one hundred twentieth day and the ninetieth day immediately preceding the expiration date of the contract.~~

~~(Ord. No. 789, § 3(5), 6-12-90)~~

~~2-03-500. Personnel Systems—Labor Relations (Collective Bargaining)—Duty to bargain.~~

- ~~(a) City government and any employee organization recognized as the exclusive representative for a unit, through their designated agents, shall bargain concerning all wages, working~~

~~conditions and other terms and conditions of employment not in violation of law or local ordinance. The methods and procedures of initial employment, establishing classified and unclassified employees, performance evaluations, promotional procedures, the right to reprimand and discharge employees and the grievance procedures are nonnegotiable issues. However, the provisions of a collective bargaining agreement which has been ratified and approved by the governing body shall govern where in conflict with any other provision of the merit ordinance. The duty to bargain includes an obligation to confer in good faith with respect to wages, working conditions and terms and conditions of employment.~~

- ~~(b) The duty to bargain on economic issues is limited to the funding appropriated by the city commission. Multiyear agreements are subject to the city commission's appropriating sufficient funds to fund the collective bargaining agreement for subsequent years. Should this not occur, either party may reopen negotiations on the sections of the agreement affected.~~

~~(Ord. No. 789, § 3(6), 6-12-90)~~

~~2-03-510. Personnel Systems—Labor Relations (Collective Bargaining)—Management rights.~~

~~Subject to existing law, management shall have the following rights:~~

- ~~(1) To direct the work of its employees;~~
- ~~(2) To hire, promote, evaluate, transfer and assign employees;~~
- ~~(3) To reprimand, demote, suspend, discharge or terminate employees;~~
- ~~(4) To determine staffing requirements;~~
- ~~(5) To maintain the efficiency of city government and ensure the performance of management functions;~~
- ~~(6) To take actions as may be necessary to carry out the mission of the city government in emergencies; and~~
- ~~(7) To manage and to exercise judgment on all matters not specifically prohibited by this subdivision or by a collective bargaining agreement in effect between the city employer and an employee organization.~~

~~(Ord. No. 789, § 3(7), 6-12-90)~~

~~2-03-520. Personnel Systems—Labor Relations (Collective Bargaining)—Prohibited practices.~~

- ~~(a) City government is prohibited from:~~

- ~~(1) Interfering with the formation or administration of any employee organization or interfering with the selection of an agent or representative for bargaining or adjustment of grievances;~~
- ~~(2) Discrimination in regard to hiring or conditions of employment for the purpose of encouraging or discouraging membership in any employee organization;~~

- ~~(3) Refusing to negotiate in good faith with a certified exclusive bargaining representative of an employee organization;~~
- ~~(4) Discharging or discriminating against a city employee because that employee has filed charges or given testimony under the provisions of this subdivision. This provision may not be used as immunity from discipline for cause;~~
- ~~(5) Violating a written agreement in force which was negotiated under the provisions of this subdivision.~~
- ~~(b) An employee organization, a group of city employees or a city employee individually is prohibited from:~~
 - ~~(1) Interfering with, restraining or coercing employees in the exercise of their designated duties or their rights under this subdivision;~~
 - ~~(2) Restraining, coercing or interfering with the public employer in the selection of its agent for bargaining or for adjustment of grievances;~~
 - ~~(3) Causing or attempting to cause a city supervisor to discriminate against a city employee because of membership in an employee organization;~~
 - ~~(4) Refusing to negotiate and/or conduct business in good faith with the designated representative of city government;~~
 - ~~(5) Violating the provisions of any written agreement in force or attempting to cause a change or causing a change to an existing written agreement other than through the negotiating process identified in this subdivision;~~
 - ~~(6) Interfering with, restraining or coercing any official, administrative officer or representative of city government in the conduct of their city duties, private business or personal affairs;~~
 - ~~(7) Engaging in, inducing or encouraging any city employee or group of employees to engage in a strike, a work stoppage or work slowdown;~~
 - ~~(8) Picketing the residences and/or business of city employees and elected officials;~~
 - ~~(9) Using city property, time or money for union business.~~
- ~~(c) An employee organization that represents city employees may not assist or endorse a candidate in a city election.~~
- ~~(d) It shall be a prohibited practice for any elected official of city government to attempt to negotiate or to negotiate directly with any employee organization or a group of city employees or individual city employees who are members of a bargaining unit. All negotiations shall be conducted between the negotiating teams as identified in writing by the parties.~~
- ~~(e) Any controversy concerning prohibited practices will be submitted to the board within thirty (30) days of the occurrence of the alleged prohibited practice. Proceedings against the party alleged to have committed a prohibited practice shall be commenced by service upon it and the board of a written notice together with a copy of the charges and the relief requested. The accused party shall have one hundred twenty (120) hours within which to serve a written answer to such charges. Within five (5) working days, the board shall schedule a~~

~~hearing to be conducted as soon as possible; and at such hearing the parties shall be permitted to be represented by counsel and to summon witnesses and submit evidence. Compliance with the technical rules of evidence shall not be required.~~

- ~~(f) The board shall determine if a prohibited practice has been committed according to this subdivision, shall state its findings of fact and shall report its findings to the city manager. In case of an alleged strike as defined in this subdivision, the board shall meet in emergency session with all parties concerned and shall report its findings to the city manager in a joint session within twenty-four (24) hours of such alleged prohibited practice.~~

~~(Ord. No. 789, § 3(8), 6-12-90)~~

~~2-03-530. Personnel Systems—Labor Relations (Collective Bargaining)—Penalties and sanctions.~~

- ~~(a) The board shall enter an order in each case. At the request of the board, the governing body shall petition the appropriate district court to enforce the board's order in accordance with this subdivision and shall file in the court the record of the proceedings.~~

~~In case of a strike as defined by this subdivision, the city manager, after determination by the board that a strike has occurred, shall direct that the collective bargaining agreement ceases to exist, shall order an automatic decertification of the union and shall inform the employee organization that it no longer represents employees in the bargaining unit involved. The city manager shall also notify the employees in subject bargaining unit of such action and advise them that they will not be privileged to bargain with the city government through a collective bargaining agent for at least sixty (60) months. In such case, the employee organization that represented the employees who went on strike shall be prohibited from participating in a representation election for city employees for a minimum of sixty (60) months.~~

- ~~(b) In the case of a violation of this subdivision, the city may petition the appropriate district court to:~~
- ~~(1) Issue an order restraining and enjoining such violation.~~
 - ~~(2) In the case of a strike, impose on the employee organization a fine which will be set in accordance with the damages, loss of revenue and/or services involved.~~

~~(Ord. No. 789, § 3(9), 6-12-90)~~

~~2-03-540. Personnel Systems—Labor Relations (Collective Bargaining)—Collective bargaining agreements.~~

- ~~(a) All agreements reached between the city and an exclusive bargaining representative as a result of collective bargaining will be reduced to writing in the form of a contract between the parties.~~
- ~~(b) A hand-executed copy of the agreement will be provided to each party, and each will bear the cost of reproducing copies as needed. The city is responsible for providing copies and~~

~~orientation to supervisors and managers. The exclusive representative is responsible for providing copies and orientation to the members of the bargaining unit.~~

~~(Ord. No. 789, § 3(10), 6-12-90)~~

~~2-03-550. Personnel Systems—Labor Relations (Collective Bargaining)—Negotiation procedures.~~

~~(a) — Teams. Negotiating teams will consist of a maximum of five (5) persons designated by the employee organization and a maximum of five (5) persons designated by the city manager.~~

~~(b) — Contract opening.~~

~~(1) — Upon written request by the employee organization to the city manager or his designee or by the city manager or his designee to the employee organization, negotiating sessions will be scheduled to discuss items mutually agreed upon. Such request for negotiating sessions shall indicate the matter to be discussed and shall be answered within ten (10) working days.~~

~~(2) — Not less than sixty (60) days prior to the contract ending date, either side may request the opening of negotiations as indicated above.~~

~~(3) — Prior to the start of negotiations, the city manager and the employee organizations will designate their chairperson and spokesperson from among the designated members of their negotiating team.~~

~~(c) — Procedure for negotiations.~~

~~(1) — Negotiations will be conducted as provided below and will take place at the facilities and at a time mutually agreed to by the negotiating teams.~~

~~(2) — All negotiations shall be held in closed sessions.~~

~~(3) — Negotiations will start with the negotiating team of the party requesting negotiations delivering its proposed changes one (1) section or subsection at a time. Each section will be read out loud with the changes and the reasons therefor indicated in some detail. This procedure will continue to be followed until the entire proposal has been presented.~~

~~(4) — Upon complete presentation of the proposal, the other negotiating team will present its issues and its counter proposal in the same manner.~~

~~(5) — Thereafter, each side will take turns presenting counter proposals with supporting data until agreement is reached a section at a time.~~

~~(6) — Negotiating sessions will proceed with deliberate speed, but recesses and study sessions may be called for by either side. Prior to recess, the reconvening time will be agreed upon.~~

~~(7) — Members of the employee organization negotiating team may be released from their normal duties without pay to participate in negotiations when, in the discretion of the City Manager, it is determined that such paid release time will be to the benefit of the City, unless the City Manager makes such a determination any leave taken for negotiation purposes will be without pay.~~

~~(d) — *Tentative agreement.*~~

- ~~(1) — Tentative agreements reached during negotiations will be reduced to writing and initialed by each team spokesperson.~~
- ~~(2) — Such tentative agreement is conditional and may be withdrawn should later discussion change either team's understanding of the section as it relates to another part of the agreement.~~

~~(e) — *Ratification.* Complete agreement on any matter in negotiations will be reached when the employee organization membership and the city manager have ratified the agreement except that, in event of any multiyear agreement which includes economic increases in subsequent years, such economic increases shall be considered ratified if and when the governing body appropriates sufficient funds for the subsequent year or years of the agreement.~~

(Ord. No. 876; Ord. No. 789, § 3(11), 6-12-90)

~~2-03-560. — Personnel Systems — Labor Relations (Collective Bargaining) — Impasse procedures.~~

~~(a) — *Mediation.*~~

- ~~(1) — If the parties have not reached agreement and an impasse exists, either party or the board may call for mediation. Upon the declaration of impasse, the parties involved shall mutually agree upon a mediator or request the federal mediation and conciliation service to appoint an impartial and disinterested person to act as mediator. If the services of the federal mediation and conciliation services are not available, the parties shall request the board to appoint a neutral and disinterested person to act as mediator. Only items negotiated but not agreed upon shall be submitted to mediation. The mediator shall not have the power of compulsion and shall meet with the parties to aid in resolving their differences and effectuate a settlement of the impasse.~~
- ~~(2) — The parties shall not issue public announcements concerning negotiations during pendency of these impasse procedures.~~

~~(b) — *Voluntary total package final offer advisory arbitration.*~~

- ~~(1) — If an impasse persists after the mediator has concluded or has been released by either party, the city and the employee organization shall have the power to agree voluntarily to advisory arbitration as a method of resolving the impasse. The agreement for advisory arbitration shall be in writing, and a copy shall be served upon the board. The board shall arrange for such advisory arbitration consistent with the provisions of this subdivision.~~
- ~~(2) — Each party shall submit to the board, within four (4) days of the agreement to enter into arbitration, its offer made to the other party resulting in the impasse, with proof of service of a copy upon the other party. Each party shall also submit a copy of the draft of the proposed collective bargaining agreement to the extent to which agreement has been reached. The parties may continue to negotiate during the arbitration proceedings until an agreement is reached or a decision is rendered by the arbitrator.~~
- ~~(3) — The last best offer submitted to the arbitrator shall be limited to issues that had been considered by the mediator and upon which the parties have not reached agreement.~~

(4) ~~The arbitrator shall be selected in the following manner:~~

~~The negotiating teams shall jointly request a list of five (5) names from the federal mediation and conciliation service from which the arbitrator shall be selected. The negotiating team that wins the flip of the coin shall have the right to strike the first name from the list submitted by the Federal Mediation and Conciliation Service. The negotiating teams shall continue to alternate striking names until one (1) name remains. The remaining person shall be the arbitrator.~~

(5) ~~The arbitrator shall at no time engage in an effort to mediate or otherwise settle the dispute in any manner other than that prescribed in this section.~~

(6) ~~From the time of selection until such time as the arbitrator makes his or her advisory determination, there shall be no discussion concerning recommendations for settlement of the dispute by the arbitrator with parties other than those who are direct parties to the dispute. The arbitrator may conduct formal or informal hearings to discuss the content of the final total package offer submitted by each party.~~

(7) ~~Within thirty (30) days after the conclusion of the presentation of the parties and submission of briefs, the arbitrator shall select the complete final offer submitted by one (1) of the parties and shall issue an advisory decision incorporating that final offer without modification. The arbitrator shall give written explanation for the selection of the final offer and shall inform the city commission of the advisory decision.~~

(c) ~~Costs.~~ All costs for mediation and arbitration shall be borne equally by the city and the employee organization except that the cost of any representatives of each party shall be borne by that party.

(d) ~~Consideration of decision.~~ The city commission will consider the arbitrator's advisory decision; however, the city commission reserves its authority as elected officials to make the final decision on which package to implement. The decision of the city commission is final and binding on management and the employee representative.

(e) ~~Resort to procedure not a condition precedent to suit .~~ The impasse procedures set forth herein are voluntary and shall not constitute a condition precedent to the bringing of any action for relief in an appropriate tribunal; nor shall the failure or refusal of city government or any employee organization to participate in said voluntary impasse procedures constitute a defense in such action or proceedings.

(Ord. No. 789, § 3(12), 6-12-90)

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: 6/9/2020

Report Date: 5/29/2020

Report No: 4.

Submitted By: Britney Courtier

Subject: Consider, and act upon, the COVID-19 CARES Federal Sub-Award to be used for any disaster relief activities for older individuals under the Older Americans Act. (*Magdalena Morales, ASC Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Total Amount Budgeted: \$75,576.01

Said aggregate amount is to be derived from the following sources:

III FCC3 Family Caregiver Support Programs: \$10,728.48

III HDC3: Nutrition Services: \$43,444.19

III SSC3: Supportive Services: \$21,403.34

Recommendation: Approve the emergency funding.

Background: Coronavirus Aid, Relief, and Economic Security Act (CARES) funding was originally granted for the following:

- * III FCC3 Family Caregiver Support Programs
- * III HDC3: Nutrition Services
- * III SSC3: Supportive Services

However, the Major Disaster Declaration (MDD) allows for flexibility and states that the funding may be used for any disaster relief activities for older individuals under the Older Americans Act.

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

COVID-19 CARES 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**, 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 agreement is for utilization of the Coronavirus Aid, Relief, and Economic Security Act (CARES) awarded to New Mexico on April 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 **\$ 75,576.01** Said aggregate amount is to be derived from the following sources:

1. III FCC3 Family Caregiver Support Programs	\$	10,728.48
2. III HDC3: Nutrition Services	\$	43,444.19
3. III SSC3: Supportive Services	\$	21,403.34

B. 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.

C. Payment for services shall be consistent with all applicable federal and state laws and regulations.

D. 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.

- E. 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 May 1, 2020 and shall terminate on September 30, 2021, unless terminated pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES) awarded to New Mexico Aging and Long-Term Services Department on April 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 **May 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

05/21/2020
Date

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

ATTACHMENT 1 –SCOPE OF WORK

A. Purpose.

The purpose of this Scope of Work is to provide services based on the assessed need of the community and individuals receiving services in accordance with the Coronavirus Aid, Relief, and Economic Security Act (CARES), 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 CARES 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 Coronavirus Aid, Relief, and Economic Security Act (CARES) by subrecipients.
2. The flexibility applies to funding awarded in current FY20 contracts, and any future contracts issued for CARES funding. **As of April 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.
3. Meals funded through CARES 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.

4. When meals that meet the DRIs/DRAs 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. CARES funding was originally granted specifically for:
 - i. III FCC3 Family Caregiver Support Programs
 - ii. III HDC3: Nutrition Services
 - iii. III SSC3: Supportive Services
 - b. The MDD means this funding can be used for any disaster relief activities for older individuals or family caregivers served under the OAA.
3. Reporting Requirements
 - a. CARES 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. Budget Detail Form.
 - 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 CARES dollars.
 - e. III FCC3, III HDC3 AND III SSC3 reporting must be separate for both program and fiscal reports.
 - f. Subrecipients shall only be compensated for expenses itemized in their approved CARES budget form which is to be completed and returned each month per the reporting requirements.

E. Descriptions

CARES Act funds are available for use with maximum flexibility as related to disaster relief activities.

1. III FCC3 Family Caregiver Support Programs – includes all services in Family Caregiver III E to include services for children
2. III HDC3: Nutrition Services – grab & go and home delivered meals III C1 & C2
3. III SSC3: Supportive Services – all III B services

{end}

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

GRANTEE: Alamogordo, City of ADDRESS: PHONE:				APPROVED BUDGET PERIOD FROM: 5/21/2020 TO: 9/30/2021		Grant/Action New/Cont: ☒ Revision: ☐ BAR: ☐ Other: ☐		NGA DATE 5/18/2020	
DESCRIPTION				FEDERAL	STATE	LOCAL	IN-KIND	PROJ. INC.	TOTAL
AAA Administration									
III FCC3 Family Caregiver				10728.48	0	0	0	0	10728.48
III HDC3 Nutrition Services				43444.19	0	0	0	0	43444.19
III SSC3 Supportive Services				21403.34	0	0	0	0	21403.34
Subtotal				\$ 75,576.01	\$ -	\$ -	\$ -	\$ -	\$ 75,576.01
III FCC3 Family Caregiver				\$ 10,728.48			\$ -		\$ 10,728.48
Subtotal				\$ 10,728.48	\$ -	\$ -	\$ -	\$ -	\$ 10,728.48
III HDC3 Nutrition Services				\$ 43,444.19					\$ 43,444.19
Subtotal				\$ 43,444.19	\$ -	\$ -	\$ -	\$ -	\$ 43,444.19
III SSC3 Supportive Service Care Giver Support				\$ 21,403.34	\$ -	\$ -	\$ -	\$ -	\$ 21,403.34
Sub Total				\$ 21,403.34	\$ -	\$ -	\$ -	\$ -	\$ 21,403.34
ALL STATE OTHER				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB TOTALS									
III FCC3 Family Caregiver				\$ 10,728.48	\$ -	\$ -	\$ -	\$ -	\$ 10,728.48
III HDC3 Nutrition Services				\$ 43,444.19	\$ -	\$ -	\$ -	\$ -	\$ 43,444.19
III SSC3 Supportive Services				\$ 21,403.34	\$ -	\$ -	\$ -	\$ -	\$ 21,403.34
All State Other				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL				\$ 75,576.01	\$ -	\$ -	\$ -	\$ -	\$ 75,576.01
COMPUTATION OF GRANT 1. Estimated Total Cost..... \$ 75,576.01 2. LESS Anticipated Proj. Inc. \$ - 3. Estimated Net Cost..... \$ 75,576.01 4. Non-federal and Non-state Share of Net Cost..... 5. Proj. Inc. (Used as Match)..... \$ - 6. Federal Share of Net Cost..... \$ 75,576.01 7. State Share of Net Cost.... \$ -				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 Obligation Authority Herein Awarded FY-2020 Federal 0 \$ 75,576.01 State 0 \$ -					

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:

1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
2. 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.
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
4. 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.
5. 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.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be maintained and submitted as requested.
9. 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> 05-21-2020 Signature: _____ Date: _____	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: 6/9/2020

Report Date: 6/1/2020

Report No: 5.

Submitted By: Richard Denton

Subject: Consider, and act upon, the contract between the City of Alamogordo Police Department and the City of Alamogordo Public School System, for the School Resource Officer positions. (*Chief of Police, Richard Denton*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the contract between the city and the public school system.

Background: This is the annual contract between the city and public schools to have school resource officers in the middle schools and the high school.

**Alamogordo Public Schools
1211 Hawaii
Alamogordo, NM 88310
Phone #575-812-6000**

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into on the first day of July 01, 2020, by and between the CITY OF ALAMOGORDO, a New Mexico municipal corporation (City), and the ALAMOGORDO PUBLIC SCHOOL DISTRICT (District), through the ALAMOGORDO SCHOOLS' BOARD OF EDUCATION.

WHEREAS, THE City and District desire to enter into an agreement for the purpose of providing safety and security at the secondary schools and other law enforcement related functions and school activities.

IT IS THEREFORE AGREED BY THE PARTIES:

1. The City shall provide three (3) full-time certified, experienced, uniformed Police Department Officers to be stationed at the secondary schools during the upcoming 2020 - 2021 school year. These officers are assigned and shall be supervised by the Community Relations Supervisor of the Alamogordo Police Department. These officers are herein referred to as School Resource Officers (SRO).
2. During the time period that the regular school year is not ongoing, these officers will perform other law enforcement related duties.
3. The District may still request additional uniformed services from the City when the need arises. The request for these events needs to originate from the APS Superintendent, APS Chief of Safety and Security, APS Athletic Director, APS Security Supervisor, or other Superintendent designee. These additional requests are for special activities and functions, including but not limited to the following:
 - A. Sporting Events
 - B. Graduation
4. These uniformed SROs are law enforcement personnel who will provide safety, security and other law enforcement related duties during the school year. The SROs intent is not to be policy enforcement officers for the District. It is intended to provide a positive atmosphere in the spirit of the community-policing concept. This agreement does not limit the District, at any time, from hiring other personnel for the purpose of security.

5. The District will provide office space at all secondary schools for the sole use of the assigned SRO's. Said office space shall contain adequate amenities to include heating, cooling, dedicated telephone(s) and access to District server for purpose of access to Alamogordo Police Department reporting and/or e-mail systems.
6. The compensation of these SRO positions is to be paid mutually and reflects approximately 50% of the total costs for the City of Alamogordo and the Alamogordo Public School District. The City shall, prior to July 1, 2020, determine the three officers' annual salaries, benefits and any other agreed upon costs; i.e., overtime. In the event a workman's compensation claim is made, the workman's compensation will be solely the responsibility of the City of Alamogordo.

For this contract period, the District will reimburse the City in the amount of \$ 108,930.49. The costs will initially be paid by the City, and reimbursement shall be in quarterly installments from the District on September 1, 2020; December 1, 2020; March 1, 2021 and June 1, 2021.

7. Should the need arise for specialized training, special days off, or leave during the school year, the SRO will be responsible for notifying their respective school administration and the Community Relations Unit Supervisor. During these absences, a substitute SRO may be provided, if staffing levels allow. When a substitute SRO is not provided the school shall contact APD for assistance.
8. The Alamogordo Police Department shall provide a monthly SRO activity report by school site where SROs are assigned. The report is a statistical report obtained from crimes reported, arrests, juvenile referrals, accidents, traffic and non traffic citations issued, school requested overtime assignments and any other information the Department would deem worthy of reporting. The report will not include information not to be released under current legal guidelines. The report will be submitted to the APS Chief of Safety and Security no later than the 15th of each month.
9. The School shall provide SRO's access to the District video surveillance system as permitted by law. Currently, District shall allow officers to view law enforcement related incidents on the system and obtain copies of those incidents for investigational purposes by a duly authorized subpoena or court order.
10. The terms of this Contract, and any subsequent renewal thereof, are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the New Mexico Department of Education for the performance of this Contract. If sufficient appropriations and authorizations are not made by the Legislature, this Contract shall terminate, without any penalty or damages whatsoever against the District, upon written notice being given by the District to Contractor. The District's decision as to whether sufficient appropriations and authorizations are available shall be accepted by Contractor and shall be final.

11. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
12. The District and the City are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.
13. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to action of the respective party or of its officials, agents and employees pursuant to this Agreement. Any and all claims by third parties resulting from this Agreement are subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.
14. Within 60 days after the effective date of this agreement, the Chief of Safety and Security, school administration and the Community Relations Supervisor shall meet to outline work duties of the SROs of the 2020-2021 school year.
15. This Agreement for Services shall become effective on July 1, 2020 and continue through June 30, 2021.

Alamogordo Public School District

City of Alamogordo

Board of Education President

City Manager

Date: _____

Date:

ATTEST:

ATTEST:

Board of Education Secretary

Alamogordo City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/9/2020

Report Date: 6/1/2020

Report No: 6.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2020-18 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 June 9, 2020. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Beginning Cash Balances \$0

Revenues 101,562 (Increase)

Expenditures 100,287 (Increase)

Transfers In 0

Transfers Out

Net Impact 1,275

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 2020-18 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
1,091,229
1/12TH REQ RSRV
1,091,229
Fund Reserve Policy
487,127
Bal. Remaining
3,348,330

FY20 BUDGET - RESOLUTION 2020-18 (#12) JUNE 9, 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	18,985,646	293,708	7,019,880	(6,726,172)	13,094,748	6,017,915	2,669,585	3,348,330
12	INTERNAL SERVICE FUND	82,565	413,572	2,770,207	40,826	2,729,381	3,212,366	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	391,876	4,010,000	623,914	3,386,086	3,900,307	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	2,121,700	1,370,159	153,157	1,217,002	3,042,304	296,398		\$296,398
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	919,966	588,400	2,379	586,021	1,521,466	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	20,641,878	2,744,578	2,071,120	673,458	29,356,028	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
1,091,229
1/12TH REQ RSRV
1,091,229
Fund Reserve Policy
487,127
Bal. Remaining

3,348,330

FY20 BUDGET - RESOLUTION 2020-18 (#12) JUNE 9, 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	823,711	0	109	(109)	1,012,397	708,304	78,002	\$630,302
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	70,571,205	22,354,694	22,354,694	0	93,469,470	36,594,587	6,005,475	30,589,111

ALL FUNDS SUMMARY

BUDGET 2019-2020

1/12TH REQ RSRV
1,091,229
1/12TH REQ RSRV
1,091,229
Fund Reserve Policy
487,127
Bal. Remaining

3,348,330

FY20 BUDGET - RESOLUTION 2020-18 (#12) JUNE 9, 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	2,939,190	3,078,176
	Revision #3		14,263			0	13,714	549		549
	Total Revised Fund 11	6,853,189	18,985,646	293,708	7,019,880	(6,726,172)	13,094,748	6,017,915	2,669,585	3,348,330
12	INTERNAL SERVICE FUND	82,565	412,447	2,770,207	40,826	2,729,381	3,211,241	13,152		\$13,152
	Revision #3		1,125			0	1,125	0		0
	Total Revised Fund 12	82,565	413,572	2,770,207	40,826	2,729,381	3,212,366	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	3,898,880	2,024		\$2,024
	Revision #3		1,427			0	1,427	0		\$0
	Total Revised Fund 32	124,369	391,876	4,010,000	623,914	3,386,086	3,900,307	2,024		2,024
33	FIRE PROTECTION	400,617	747,739	0	0	0	937,605	210,751	23,204	\$187,547
	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	2,121,394	1,370,159	153,157	1,217,002	3,042,304	296,092		\$296,092
	Revision #3		306			0		306		\$306
	Total Revised Fund 44	0	2,121,700	1,370,159	153,157	1,217,002	3,042,304	296,398		296,398
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	844,711	588,400	2,379	586,021	1,446,211	6,151		\$6,151
	Revision #1		75,576			0	75,576	0		\$0
	Revision #2		(321)			0	(321)	0		\$0
	Total Revised Fund 71	21,630	919,966	588,400	2,379	586,021	1,521,466	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	29,347,262	2,223,361	946,315	\$1,277,046
	Revision #3		8,766			0	8,766	0		\$0
	Total Revised Fund 81	10,264,053	20,641,878	2,744,578	2,071,120	673,458	29,356,028	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
	Revision #3		420			0	0	420		\$420
	Total Revised Fund 901	897,099	823,711	0	109	(109)	1,012,397	708,304	78,002	630,302
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	70,571,205	22,354,694	22,354,694	0	93,469,470	36,594,587	6,005,475	30,589,111

Resolution # 2020-18 June 9, 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	67,470	75,576	143,046
			Total Revenues	67,470	75,576	143,046
		<i>Expenditures</i>				
		071-8023-445.32-60	Food Purchases	101,295	43,444	144,739
		071-8023-445.32-75	Program Supplies	24,185	32,132	56,317
			Total Expenditures	125,480	75,576	201,056
REVISION #2						
This budget revision is to revise the curent THRIVE award down to what will really be received						
	71	SENIOR CENTER				
		<i>Revenues</i>				
		sc20uw 071-0000-316.15-55	AAA Federal Grants	12,821	(321)	12,500
			Total Revenues	12,821	(321)	12,500
		<i>Expenditures</i>				
		sc20uw 071-8025-445.32-75	Program Supplies	5,838	(321)	5,517
			Total Expenditures	5,838	(321)	5,517
REVISION #3						
This budget revision is to record the sale of scrap from February and March of 2020, plus a reissue of a check from 2018. The revenue from sale of scrap is used to offset the cost of new capital equipment						
	11	GENERAL FUND				
		<i>Revenues</i>				
		011-0000-316.15-05	Sale of Scrap	880	549	1,429
		011-4104-316.15-05	Sale of Scrap	15,053	13,714	28,767
			Total Revenues	15,933	14,263	30,196
		<i>Expenditures</i>				
	CERDPS	011-4104-420.61-85	Capital Equipment	25,215	13,714	38,929
			Total Expenditures	25,215	13,714	38,929
	12	INTERNAL SERVICES				
		<i>Revenues</i>				
		012-3303-316.15-05	Sale of Scrap	125	1,125	1,250
			Total Revenues	125	1,125	1,250
		<i>Expenditures</i>				
	CERFAC	012-3303-419.61-60	Capital Equipment	125	1,125	1,250
			Total Expenditures	125	1,125	1,250
	32	COMMUNITY SERVICES				
		<i>Revenues</i>				
		032-6106-316.15-05	Sale of Scrap	4,754	159	4,913
		032-6206-316.15-05	Sale of Scrap	5,751	1,268	7,019
			Total Revenues	10,505	1,427	11,932
		<i>Expenditures</i>				
	CS2029	032-6106-450.57-45	Sponsorship Appropriation	6,172	159	6,331
	CERPRK	032-6299-990.61-85	Capital Equipment	5,752	1,268	7,020
			Total Expenditures	11,924	1,427	13,351
	44	TRANSPORTATION				
		<i>Revenues</i>				
		044-0000-316.15-05	Sale of Scrap	52	306	358
			Total Revenues	52	306	358
	81	WATER/SEWER				
		<i>Revenues</i>				
		081-0000-316.15-05	Sale of Scrap	3,095	8,766	11,861
			Total Revenues	3,095	8,766	11,861
		<i>Expenditures</i>				
		081-1803-461.61-85	Capital Equipment	0	392	392
	CERUTM	081-5599-990.61-85	Capital Equipment	81,261	6,921	88,182
	CERUTC	081-7803-464.61-85	Capital Equipment	6,263	1,453	7,716
			Total Expenditures	87,524	8,766	96,290
	901	LOW RENT PUBLIC HOUSING				
		<i>Revenues</i>				
		901-0000-316.15-05	Sale of Scrap	280	420	700
			Total Revenues	280	420	700

RESOLUTION NO. 2020-18

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 June 9, 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 June 9, 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 9th day of June 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: 6/9/2020

Report Date: 6/2/2020

Report No: 7.

Submitted By: Diane Malone

Subject: Consider, and act upon, the Investment Report for the quarter ending March 31, 2020, in accordance with the City of Alamogordo Investment Ordinance. (*Sue Ashe, Acting Accounting Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: no additional fiscal impact

Recommendation: Accept the Quarterly Investment Report for the period ending March 31, 2020

Background:

The City of Alamogordo ended the quarter with an investment portfolio totaling \$48,976,209. The portfolio was made up of:

State Investment Pool	\$ 5,588	or	0.01%
Short Term Investments	\$ 9,051,121	or	18.48%
US Treasury Notes/Agency Bonds	\$ 13,760,870	or	28.10%
Certificates of Deposits	\$ 26,158,630	or	53.41%
Total Investments:	\$ 48,976,209	or	100.00%

Total gains (losses) for the quarter ended March 31, 2020, on maturities and/or called agency notes were \$0. Interest earned during the quarter on a cash basis was \$208,425.

Interest Income Budget Comparison for all Funds is as follows:

Interest Earned Budget	\$ 894,361	
Interest Received to Date	\$ 660,767	73.88% of budget

Note: The investments mature at different times throughout the year and 72% of the investments mature within three years. They are reinvested as they mature, so that they continue to roll over to be available for projects when needed. The difference between the above total and of the Investment Summary is accrued interest of \$994.

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 19 - 20 Y-T-D EARNINGS
ST. INVESTMENT POOL - COA	ST. INVEST POOL-COA		\$5,588.95	\$5,588.95	0	1.907%	DAILY	N/A	80.73
First Savings Bank (CD# 81186796)	CD		\$272,633.01	272,633.01	0	1.250%	02/07/23	02/07/18	-
First Savings Bank (CD# 81186944)	CD		\$813,816.92	813,816.92	0	1.250%	03/22/23	03/22/18	-
First Savings Bank (CD# 81187231)	CD		\$553,572.05	553,572.05	0	0.800%	02/10/24	02/10/19	-
First Savings Bank (CD# 81187926)	CD		\$271,804.56	271,804.56	0	1.250%	03/15/23	03/12/18	2,540.42
First Savings Bank (CD#13312297)	CD		\$271,340.35	271,340.35	0	1.000%	02/07/23	02/07/18	16,351.45
First Savings Bank (CD# 13401520)	CD		\$1,072,473.09	1,072,473.09	0	1.000%	03/12/23	03/12/18	-
Bank '34 (CD#0101004984)	CD		\$250,000.00	250,000.00	0	1.650%	02/08/23	02/08/18	10,052.25
First American Bank (CD#603372527)	CD		-	-	0	1.150%	02/26/23	02/26/18	3,084.06
First American Bank (CD# 603372528)	CD		-	-	0	1.150%	03/22/23	03/22/18	-
Pioneer Bank (CD#30100640)	CD		\$271,885.91	271,885.91	0	1.600%	02/12/23	02/12/18	5,012.33
Bank of the West (CD#029771907)	CD		\$270,993.52	270,993.52	0	1.600%	03/20/23	03/20/18	3,251.35
Washington Federal (CD# 172-200282-9)	CD		\$281,292.90	281,292.90	0	2.050%	03/22/23	03/22/18	3,277.87
Washington Federal (CD# 172-200283-7)	CD		\$1,109,300.89	1,109,300.89	0	1.250%	04/09/23	04/09/18	-
					0				
Wells Fargo (HSBC Bk)	CD	40434AC72	\$250,000.00	\$253,022.50	3,023	1.600%	11/17/20	11/17/15	3,906.85
Moreton (Sallie Mae Mk Murray Utah)	CD	795450YQ2	\$250,000.00	\$250,215.00	215	1.350%	08/10/20	08/10/16	3,375.00
Moreton (Capital One Bk)	CD	140420B33	\$250,000.00	\$250,215.00	215	1.350%	08/10/20	08/10/16	3,375.00
Moreton (Comenity Cap Br Utah)	CD	20033ARW8	\$250,000.00	\$250,555.00	555	1.500%	09/07/21	09/14/16	2,815.06
Moreton (Everbank Jacksonville Fl)	CD	29976DT42	\$250,000.00	\$250,925.00	925	1.550%	09/15/21	09/16/16	3,885.61
Moreton (State Bk India New York NY)	CD	8562846E9	\$250,000.00	\$254,190.00	4,190	2.250%	02/09/22	02/09/17	5,625.00
Moreton (Morton Cmnty Bk Ill)	CD	619165HB2	\$250,000.00	\$251,475.00	1,475	1.850%	02/26/21	02/27/17	3,471.94
Moreton (Wells Fargo Bank Natl Assn)	CD	949763FX9	\$250,000.00	\$255,172.50	5,173	2.400%	03/29/22	03/20/17	5,013.70
Moreton (American Express Centurion Bk)	CD	02587DN38	\$250,000.00	\$254,687.50	4,688	2.450%	04/05/22	03/27/17	3,070.89
Moreton (BMO Harris Bk Natl Assn)	CD	05581WNY7	\$250,000.00	\$250,237.50	238	2.250%	10/28/22	04/28/17	4,238.02
Moreton (Capital One Natl Assn)	CD	14042RFL0	\$250,000.00	\$254,867.50	4,868	2.300%	05/10/22	05/10/17	2,898.63
Moreton (Barclays Bk)	CD	06740KKJ5	\$250,035.98	\$254,632.50	4,597	2.200%	07/19/22	07/21/17	5,530.30
Moreton (KS Statebank Manhattan KS)	CD	50116CAQ2	\$249,325.81	\$250,555.00	1,229	1.631%	10/29/21	08/21/17	3,013.77
Moreton (Verus Bk Comm Ft Collins Colo)	CD	92535LBU7	\$248,976.40	\$250,555.00	1,579	1.656%	10/29/21	08/21/17	3,040.50
Moreton (American Express Fed Svgs Bk)	CD	02587CFU9	\$250,000.00	\$255,100.00	5,100	2.400%	08/29/22	08/25/17	6,016.44
Moreton (Bank Baroda NY)	CD	06062QWGS	\$249,889.21	\$250,277.50	388	1.450%	10/30/20	08/31/17	1,883.25
Moreton (East Boston Svgs Bk MA)	CD	27113PCC3	\$250,000.00	\$253,985.00	3,985	2.050%	09/28/22	09/28/17	3,847.23
Moreton (Third Fed Svgs & Ln Assn)	CD	88413QBQ0	\$250,000.00	\$250,995.00	995	1.900%	09/15/20	09/29/17	4,763.01
Moreton (South Ottumwa Svgs Bk Iowa)	CD	839145AA7	\$250,000.00	\$253,987.50	3,988	2.050%	09/29/22	09/29/17	4,282.50
Moreton (Stearns Bk NA St Cloud MN)	CD	857894UN7	\$250,000.00	\$253,987.50	3,988	2.050%	09/29/22	09/29/17	4,282.50
Moreton (First KY Bk Inc Mayfield)	CD	32065TAW1	\$250,000.00	\$254,315.00	4,315	2.100%	10/06/22	10/06/17	3,941.10
Moreton (Marlin Business Bk Salt Lake)	CD	57116APV4	\$249,707.36	\$252,645.00	2,938	2.000%	10/13/21	10/13/17	3,460.80
Moreton (Beneficial BK Philadelphia PA)	CD	08173QB33	\$250,000.00	\$254,647.50	4,648	2.150%	10/18/22	10/18/17	2,694.86
Moreton (Continental Bk Utah)	CD	211163GS3	\$250,000.00	\$252,087.50	2,088	1.850%	10/20/21	10/20/17	2,354.66
Moreton (Morgan Stanley Bk)	CD	61747MF63	\$250,000.00	\$258,302.50	8,303	2.650%	01/11/23	01/11/18	6,675.59
Moreton (BMW Bk North Amer Salt Lake)	CD	05580ANM2	\$250,000.00	\$264,280.00	14,280	3.250%	07/13/23	07/13/18	8,125.00
Moreton (Morgan Stanley Bk)	CD	061760AH51	\$247,483.96	\$252,217.70	4,734	2.400%	06/20/23	06/28/19	2,527.28
Moreton (Synchrony Bk)	CD	87164WZD3	\$247,409.00	\$250,198.90	2,790	2.350%	06/14/22	08/14/19	1,545.33
Moreton (EnerBank USA Salt Lake City)	CD	29278TKP4	\$250,000.00	\$254,560.00	4,560	1.950%	08/15/24	08/15/19	2,844.85
Moreton (Cit Bank NA)	CD	12556LBA3	\$250,000.00	\$253,002.50	3,003	1.900%	08/23/22	08/23/19	2,394.52
Moreton (Citibank NA N Y)	CD	17294XVK9	\$246,057.31	\$244,338.50	(1,719)	2.050%	02/16/22	08/16/19	2,239.25
Moreton (Ally Bk Midvale Utah)	CD	02007GLF8	\$250,000.00	\$253,000.00	3,000	1.900%	08/22/22	08/22/19	2,394.52
Moreton (Webster Five Cents Svgs BK)	CD	94789PCC6	\$250,000.00	\$250,262.50	263	1.800%	09/13/23	09/13/19	2,243.82
Moreton (First Bk McComb Miss)	CD	319234BC3	\$250,000.00	\$250,092.50	93	1.800%	09/19/24	09/16/19	2,306.18
Moreton (JPMorgan Chase Bk NA Columbi)	CD	48128LCA5	\$245,631.55	\$246,264.20	633	2.100%	09/30/24	10/04/19	2,570.63
Moreton (SilverGate BK La Jolla Calif)	CD	828373HF0	\$250,000.00	\$250,280.00	280	2.000%	10/08/24	10/08/19	2,082.20
Moreton (Bank Pontiac (Illinois))	CD	064455AR9	\$250,000.00	\$250,092.50	93	1.900%	10/23/23	10/15/19	1,978.07
Moreton (Encore BK Little Rock ARK)	CD	29260MAN5	\$250,000.00	\$252,357.50	2,358	1.750%	10/23/23	10/23/19	1,821.93
Moreton (First Natl BK Amer East)	CD	32110YNB7	\$250,000.00	\$250,185.00	185	1.850%	09/30/24	10/18/19	2,078.10
Moreton (Parkside Finl BK & Tr Clayton)	CD	70147ADE1	\$250,000.00	\$250,000.00	0	1.900%	04/04/25	11/29/19	1,431.89

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 19 - 20 Y-T-D EARNINGS
Moreton (M Y Safra Bank FSB New York)	CD	55406JBF8	\$250,000.00	\$250,277.50	278	1.800%	11/20/23	11/29/19	-
Moreton (Bankers BK Kans N A Wichita)	CD	06610PCB7	\$250,000.00	\$253,125.00	3,125	1.850%	08/07/23	12/06/19	1,153.09
Moreton (SpiritBank N A Tulsa Okla)	CD	848608DQ5	\$250,000.00	\$250,370.00	370	1.750%	06/06/23	12/06/19	1,090.76
Moreton (Medallion BK Salt Lake City)	CD	58404DFV8	\$245,000.00	\$246,352.40	1,352	1.650%	12/06/21	12/06/19	1,007.86
Moreton (Live Oak BKG CO NC)	CD	538036HC1	\$250,000.00	\$252,832.50	2,833	1.800%	12/11/23	12/11/19	998.62
Moreton (Signature BK of ARK)	CD	82669LJM6	\$250,000.00	\$251,935.00	1,935	1.700%	12/27/23	12/27/19	1,059.59
Moreton (Texas Exchange Bk)	CD	88241TGN4	\$250,000.00	\$250,240.00	240	1.800%	01/27/23	01/10/20	739.72
Moreton (Eaglebank Bethesda, MD)	CD	27002YET9	\$250,000.00	\$251,850.00	1,850	1.700%	01/17/23	01/17/20	698.63
Moreton (Marthas Vineyard Svgs Bk)	CD	573125AF8	\$250,000.00	\$251,505.00	1,505	1.650%	01/23/23	01/21/20	678.08
Moreton (Unity Bk Clinton, NJ)	CD	91330ABX4	\$250,000.00	\$251,505.00	1,505	1.650%	01/23/23	01/22/20	678.08
Moreton (First Okla Bk Tulsa)	CD	335857BQ0	\$250,000.00	\$250,660.00	660	1.850%	01/24/25	01/24/20	760.28
Moreton (Sawyer Svgs Bk Saugerties, NY)	CD	805508BN7	\$250,000.00	\$250,580.00	580	1.750%	01/24/25	01/24/20	719.18
Moreton (Union Bk Greenville, NC)	CD	90520VAT0	\$250,000.00	\$250,165.00	165	1.750%	01/30/23	01/30/20	719.18
Moreton (First Natl BK Damariscotta, ME)	CD	32117BDW5	\$250,000.00	\$246,349.95	1,350	1.700%	07/30/21	01/30/20	353.74
Moreton (Merchants & MFRS Bk, IL)	CD	588339FM8	\$250,000.00	\$250,142.50	143	1.650%	01/13/23	01/31/20	655.48
Moreton (Bank Hapoalim B M NY)	CD	06251AY38	\$245,000.00	\$245,000.00	0	1.600%	11/27/20	02/14/20	-
Moreton (Welch ST BK OKLA)	CD	949095BV4	\$250,000.00	\$250,215.00	215	1.550%	02/18/22	02/19/20	307.88
Moreton (Bank Idaho Falls)	CD	062723AA9	\$250,000.00	\$250,260.00	260	1.700%	02/19/25	02/19/20	337.67
Moreton (Bank WIS Dells)	CD	065847EE1	\$250,000.00	\$251,172.50	1,173	1.700%	02/19/25	02/19/20	337.67
Moreton (Security Fed BK Aiken SC)	CD	81423LCU4	\$250,000.00	\$250,247.50	248	1.650%	02/20/25	02/20/20	327.74
Moreton (Investors Community Bank)	CD	46147UTZ3	\$250,000.00	\$250,270.00	270	1.700%	02/21/25	02/21/20	337.67
Moreton (Hiawatha Natl BK Hager City)	CD	428548AL5	\$250,000.00	\$250,270.00	270	1.700%	02/21/25	02/21/20	337.67
Moreton (Great Southn FSB Springfield)	CD	39120VSS4	\$250,000.00	\$250,672.50	673	1.700%	08/21/23	02/21/20	337.67
Moreton (ESSA BK & TR Stoudsburg PAC)	CD	29667RSK0	\$250,000.00	\$250,982.50	983	1.650%	02/21/23	02/21/20	-
Moreton (First Choice BK Cerritos Calif)	CD	319461CK3	\$250,000.00	\$250,252.50	253	1.650%	02/21/23	02/21/20	327.74
Moreton (Wells Riv SVGS BK VT)	CD	950007AY0	\$250,000.00	\$250,252.50	253	1.650%	02/21/25	02/21/20	327.74
Moreton (Synovus BK Columbus GA)	CD	87164DQR4	\$250,000.00	\$250,780.00	780	1.550%	02/21/23	02/21/20	-
Moreton (First COML BK MISS)	CD	31984GFC8	\$250,000.00	\$250,747.50	748	1.500%	02/22/22	02/21/20	297.95
Moreton (International BK Chicago, IL)	CD	45906ACF2	\$250,000.00	\$250,285.00	285	1.650%	08/28/24	02/28/20	327.74
Moreton (Investors BK Short Hills NJ)	CD	46176PMV4	\$250,000.00	\$251,217.50	1,218	1.600%	02/28/22	02/28/20	-
Moreton (First Natl BK McGregor Tex)	CD	32112UDN8	\$250,000.00	\$250,292.50	293	1.650%	08/28/23	02/28/20	327.74
Moreton (Southpoint BK Birmingham ALA)	CD	84464PBL0	\$250,000.00	\$250,687.50	688	1.700%	02/28/24	02/28/20	337.67
Moreton (Crescom BK Myrtle Beach SC)	CD	225862EV9	\$250,000.00	\$250,327.50	328	1.750%	02/28/25	02/28/20	347.60
Moreton (Central BK Little Rock ARK)	CD	152577AR3	\$250,000.00	\$250,710.00	710	1.650%	03/13/25	03/13/20	-
Moreton (Goldman Sachs BK USA N Y)	CD	38149MRC9	\$250,000.00	\$244,767.50	(5,233)	0.950%	03/11/24	03/11/20	-
Moreton (UBS BK USA Salt Lake City)	CD	90348JSW1	\$250,000.00	\$248,345.00	(1,655)	1.000%	03/11/22	03/11/20	-
Moreton (Choice Finl Group Grafton)	CD	17037TEQ6	\$250,000.00	\$246,785.00	(3,215)	1.000%	03/13/23	03/13/20	-
Moreton (Calrivate BK La Jolla)	CD	13135NAN0	\$250,000.00	\$246,440.00	(3,560)	1.250%	03/20/25	03/20/20	-
Moreton (Ultima MK Minn Winger)	CD	90385LCY3	\$250,000.00	\$246,417.50	(3,583)	1.050%	09/02/23	03/20/20	-
Moreton (Commerce BK Geneva)	CD	20056QSM6	\$250,000.00	\$247,035.00	(2,965)	1.250%	09/25/24	03/25/20	-
Moreton (Bank Of Old Monroe)	CD	064236BK7	\$250,000.00	\$246,415.00	(3,585)	1.250%	03/27/25	03/27/20	-
Moreton (Congressional BK Potomac)	CD	20726ABS6	\$250,000.00	\$247,587.50	(2,413)	1.250%	03/27/24	03/27/20	-
Moreton (Cornhusker Bank Lincoln)	CD	219255AJ5	\$250,000.00	\$244,607.50	(5,393)	1.100%	03/28/25	03/30/20	-
Wells Fargo ()	CD								
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G3W35	1,500,697.39	\$1,502,295.00	1,598	1.550%	08/17/21	08/17/16	20,272.84
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G3Y82	1,099,833.92	\$1,101,496.00	1,662	1.200%	11/24/20	08/24/16	11,923.78
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G3U94	1,500,371.82	\$1,516,425.00	16,053	1.400%	05/25/21	08/25/16	17,880.35
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G35L5	1,000,000.00	\$1,002,220.00	2,220	1.250%	12/23/20	09/23/16	6,250.00
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G35U5	1,500,841.67	\$1,527,270.00	26,428	1.419%	12/28/21	09/28/16	20,238.01
Moreton (Federal Farm Credit Bank)	Fed Farm Credit B	3133EGXX8	999,965.30	\$1,000,140.00	175	1.340%	10/13/20	10/13/16	5,579.59
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G4EU3	1,000,686.76	\$1,000,920.00	233	1.600%	10/28/21	10/28/16	6,961.35
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G4GG2	799,871.42	\$801,248.00	1,377	1.500%	05/25/21	11/23/16	6,398.06

CITY OF ALAMOGORDO
COLLATERALIZATION SUMMARY REPORT

MONTH CLOSING: **March 31, 2020**

<u>Financial Institution</u>	<u>Amount of City Funds</u>	<u>FDIC Amount</u>	<u>Amount Uninsured</u>	<u>Required Collateral per NMSA 1978 6-10-17</u>	<u>Amount to be Collateralized</u>	<u>Collateral Pledged by Financial Institutions</u>	<u>Over/(Under) Pledged</u>	<u>At Risk</u>
1) State Treasurer's Pool - COA	\$ 5,589	n/a			-			-
Wells Fargo	\$ 1,078,400							
Wells Fargo - PHA	\$ 207,648	207,647.96	\$ -					
	\$ 1,286,048	250,000	\$ 1,036,048	50.00%	518,024	30,583.96	(487,440)	1,005,464
2) Moreton Capital Markets								
a. Cash and Money Market	\$ 8,843,473	8,843,473						
Certificates of Deposit	\$ 20,719,517	20,719,517	\$ -					
b. Securities	\$ 13,760,870	n/a						
	\$ 43,323,858.85							
First National - Alamogordo	\$ 12,623,046	250,000	\$ 12,373,046	50.00%	6,186,523	6,298,449.69	111,927	6,074,596
First National - Alamogordo - PHA	\$ 1,381,867	-	\$ 1,381,867	50.00%	690,933	1,688,862.47	997,929	(306,996)
First Savings Bank	\$ 3,255,640	250,000	\$ 3,005,640	50.00%	1,502,820	1,696,003.85	193,184	1,309,636
Bank '34	\$ 250,000	250,000	\$ -	50.00%	-	-	-	-
First American Bank	\$ -		\$ -	50.00%	-	-	-	-
Pioneer Bank	\$ 271,886	250,000	\$ 21,886	50.00%	10,943	42,907.99	31,965	(21,022)
Bank of the West	\$ 270,994	250,000	\$ 20,994	50.00%	10,497	12,744.00	2,247	8,250
Washington Federal	\$ 1,390,594	250,000	\$ 1,140,594	50.00%	570,297	1,237,200.00	666,903	(96,606)
3) New Mexico Finance Authority	\$ 4,107,583	n/a						

TOTAL	\$ 68,167,105	\$ 18,980,074		9,490,037	11,006,751.96	\$ 1,516,715	\$ 7,973,322
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- 1) These funds are invested in 7-day and 14 day Treasury bills and fully-collateralized bank deposits; per NM STO correspondence Feb. 27, 2009. Per State Treasurer's Investment Policy authorized investments are U.S. Govt. Obligations, Investment Grade commercial paper, AA rated or better Corporate bonds, asset-backed obligations, and etc. (pages 4-8). - Per LGIP statements - New MexiGROW LGIP deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New MexiGROW LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.
- 2) Moreton Capital Markets - transferred on May 2016 from WFBS, which included RBC
 - a. Securities and cash are protected up to \$500,000 (including a \$250,000 limit for cash only)
 - b. Federal Home Loan Notes, Freddie Mac, Fannie Mae, etc. are backed by the full faith and credit of the U.S. government.
- 3) NMFA is a governmental agency which must itself comply with state investment policies

**CITY OF ALAMOGORDO
ANALYSIS OF INVESTMENT AND YIELDS
TWELVE MONTHS ENDED**

MONTH	(1) TOTAL INVESTMENTS	(2) RETURN ON INVESTMENTS	(3) YIELDS ON INVESTMENTS	TOTAL RETURN ON INVESTMENTS
April 2019	53,075,246	70,683	1.598%	70,683
May 2019	50,442,187	66,941	1.592%	66,941
June 2019	49,469,569	65,585	1.591%	65,585
July 2019	47,223,401	65,822	1.673%	65,822
August 2019	47,306,944	83,542	2.119%	83,542
September 2019	48,865,441	59,533	1.462%	59,533
October 2019	48,926,528	61,093	1.498%	61,093
November 2019	48,999,714	73,181	1.792%	73,181
December 2019	47,769,797	109,171	2.742%	109,171
January 2020	48,806,056	36,260	0.892%	36,260
February 2020	48,896,174	90,112	2.212%	90,112
March 2020	48,977,203	82,054	2.010%	82,054
ANNUAL AVERAGE	49,063,188	71,998	1.7651%	\$71,998
12 MONTH TOTALS		863,976	1.7609%	863,976
			This Quarter	208,425

(1) AVERAGE TOTAL INVESTMENTS (BOOK VALUE)

(2) ALL RETURNS AND YIELDS ARE CALCULATED ON A CASH BASIS

(3) AVERAGE YIELD ON INVESTMENTS

**CITY OF ALAMOGORDO
INVESTMENT SUMMARY
BY FUND
March 31, 2020**

FUND NO.	FUND DESCRIPTION	PER FUND INVESTMENT
11	GENERAL OPERATING	5,237,956.68
16	LODGER'S TAX-PROMOTIONS	169,438.37
20	LODGER'S TAX-CITY SHARE	62,149.25
21	D.A.R.E. DONATIONS	15,998.66
28	POLICE CONTINGENCY	53,243.06
31	CEMETERY-PERPETUAL CARE	788,788.51
33	FIRE PROTECTION FUND	166,265.58
37	ST HIGHWAY CLEANUP	113,180.90
38	TRAFFIC SAFETY	47,637.03
49	86 GRT	4,065,842.03
61	91 GRT INFRASTRUCTURE	530,304.84
69	94 GROSS RECEIPTS TAX	2,521,294.69
74	SENIOR GIFT FUND	88,336.91
81	WATER/SEWER OPERATIONS	8,617,612.13
82	1998 JT. WATER/SEWER BOND P&I	39,308.73
86	SOLID WASTE	426,075.76
88	BONITO LAKE	339,208.48
89	ESGRT .0625%	2,650,927.09
94	LANDFILL OPERATIONS	4,040,054.97
96	FLEET COLLISION	445,530.45
104	UTILITY DEPOSITS	658,181.76
105	ECONOMIC DEVELOPMENT GRT	3,349,324.73
107	LIABILITY/DEDUCTABLE INSURANCE	659,891.64
109	2004 CAPITAL OUTLAY GRT	12,817,602.39
114	SIDEWALK REVOLVING LOANS	140,886.37
119	11 GRT REF/IMP REV BOND	464,109.98
121	2015 GO BONDS-FUN CENTER	88,634.50
122	2015 GO BONDS - STREETS	171,769.81
901	HOUSING LOW RENT OPER	96,555.62
903	HOUSING HOMEOWNERSHIP OPR	111,092.34
TOTAL:		48,977,203.26

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/9/2020

Report Date: 6/3/2020

Report No: 8.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, appointment/reaffirmation of Policy Committee Member and Technical Committee Member to the Southeast Regional Transportation Planning Organization (SERPTO). *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Reaffirm City Planner Stella Rael for both Committees.

Background: The Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) board appointments are for a two-year period unless or until it is necessary that they be replaced by the governing body of the member municipality or community.

It is time for appointment/reaffirmation of its representation to the Policy Committee Member and Technical Committee Member to the Southeast Regional Transportation Planning Organization (SERPTO). City Planner Stella Rael was appointed to both Committees on November 6, 2018. City Manager's recommendation is to reaffirm City Planner Stella Rael for both Committees.



Dora Batista
Executive Director

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203
Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

April 28, 2020

Richard Boss, Mayor
City of Alamogordo
1376 E Ninth Street
Alamogordo, NM 88310

RE: Transportation Committee Appointments

Dear Mayor Boss:

It is that time of the year for the Southeast Regional Transportation Planning Organization (SERTPO) to provide its municipalities and counties the opportunity for the appointment/reaffirmation of its representation to the SERTPO Policy and Technical Committees. These mayoral appointments are separate from the SNMEDD/COG Board Member appointments. The representative(s) listed on the confirmation form will receive meeting packets and will be included on an email informational distribution list.

A copy of the current SERTPO membership is attached for your consideration. Representatives may be elected officials, management, engineers, planners, public works, road superintendents, grant personnel and/or other staff. Meetings are usually held at the Roswell Public Library, and NMDOT is always in attendance. Two individuals may be appointed to the Committees or one person may serve on both Committees.

Thank you for your attention to this matter. If you have any questions, please feel free to contact me at (575) 624-6131 or mbsnmedd@plateautel.net.

Sincerely,

Mary Ann Burr
SERPTO Program Manager

Encls.

cc: Brian Cesar, City Manager

April 28, 2020

OFFICIAL COMMITTEE MEMBER(S) CONFIRMATION

As **Mayor** of the **City of Alamogordo**, I hereby appoint the following individuals as representatives to the Southeast Regional Transportation Planning Organization (SERTPO):

POLICY COMMITTEE (Full Name): _____

Title: _____

Contact Telephone (Business/Home): _____

Mailing Address (PO Box/Street Address): _____

City/State/Zip Code: _____

E-Mail Address: _____

TECHNICAL COMMITTEE (Full Name): _____

Title: _____

Contact Telephone (Business/Home): _____

Mailing Address (PO Box/Street Address): _____

City/State/Zip Code: _____

E-Mail Address: _____

Meeting packets are delivered via email – please provide an email address that is most convenient/accessible for the representative(s).

Policy Committee Members are the principal officials that represent and provide input on behalf of his/her municipal, county and tribal governments. The Committee provides policy guidance in the development of SERPTO activities (such as long-range planning) and takes all official actions. The Policy Committee reviews and prioritizes projects for roads/infrastructure and public transit funding through NMDOT.

Technical Committee Members should be familiar with the transportation needs and technical aspects of transportation projects. Technical Members often serve as an alternate to the Policy Committee when the Policy Committee representative is absent. The Technical Committee reviews and rates the technical criteria of road projects and makes recommendations to the Policy Committee.

SIGNED:

Mayor Richard Boss

Date



Southeast RTPO Policy & Technical Committee Membership

Within SNMEDD/COG Region

Policy Committee Chair James Williams, City of Lovington	Technical Committee Chair Wyatt Duncan, City of Lovington
Policy Committee Vice-Chair Ron Sena, Village of Ruidoso	Technical Committee Vice-Chair Todd Randall, City of Hobbs

Southeastern New Mexico Economic Development District

Entity	Policy Committee	Technical Committee
Chaves County	Joe West, Road Operations Director	Angelo Gurule, Road Technical Supervisor
Dexter	Justin Powell, Fire Chief	Adolpho Torres, Maintenance Supervisor
Hagerman	Mark Lovas, Councilor	Mark Lovas, Councilor
Lake Arthur	Ysidro Salazar, Mayor	Ysidro Salazar, Mayor
Roswell	Louis Najar, Director of Planning & Engineering	Louis Najar, Director of Planning & Engineering
Eddy County	Wesley Hooper, Community Services Director	Jason Burns, Public Works Director
Artesia	Aubrey Hobson, City Clerk/Treasurer	Byron Landfair, Infrastructure Director
Carlsbad	Jeff Patterson, Planning Director	K.C. Cass, Director of Projects
Hope	Rudy Sales, Public Works Director	Sonia Carbajal, Village Clerk
Loving	Pete Estrada, Mayor	Manuel Garza, Village Clerk/Treasurer
Lea County	Corey Needham, Assistant County Manager	Bruce Reid, County Planner
Eunice	Candy Brito, City Clerk	Billy Hobbs, Mayor
Hobbs	Todd Randall, City Engineer	Todd Randall, City Engineer
Jal	Stephen Aldridge, Mayor	Van Myrick, Public Works Director
Lovington	James Williams, City Manager	Wyatt Duncan, Public Works Director
Tatum	Marilyn Burns, Mayor	Joe Garcia, Public Works Director
Lincoln County	Dr. Lynn Willard, Commissioner	Jeff Honeycutt, Road Superintendent
Capitan	Laura McInnes, City Clerk-Treasurer	Jonathan LaMay, Street Superintendent
Carrizozo	Ray Dean, Mayor*	Ray Dean, Mayor*
Corona	Sam Seely, Mayor*	Sam Seely, Mayor*
Ruidoso	Ron Sena, Deputy Village Manager	Samantha Mendez, Community Development Dtr.
Ruidoso Downs	Dean Holman, Mayor*	Joey Jarvis, Public Works Director
Otero County	Tom Porter, Road Superintendent	Tom Porter, Road Superintendent
Alamogordo	Stella Rael, City Planner	Stella Rael, City Planner
Cloudcroft	Jubal Hall, Public Works Supervisor	Jubal Hall, Public Works Supervisor
Tularosa	Robert Sainz, Village Trustee	Margaret Trujillo, Mayor*
Mescalero Apache Tribe	Christopher Little, Public Works Director	Christopher Little, Public Works Director

**Chief Elected Official serves during vacancy(ies).*

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/9/2020

Report Date: 6/3/2020

Report No: 9.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, the placement of a new "Resident Parking Only" sign for a home located at 223 Texas Avenue. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the placement of one sign at the above-listed property upon the applicant's payment of \$100.00.

Background: Pursuant to Section 24-13-010 (b) of the Alamogordo Code of Ordinances, the determination to post a residence with "Residential Parking Only" signs shall be made by the city commission, after good cause is shown by the applicant. Good cause must include the reasons why the applicant's residence contains inadequate parking to meet the needs of the applicant. No residence may be posted which is not within five hundred (500) feet of the property line of a public meeting place.

Mr. Charles Thompson is requesting one (1) Resident Parking Only sign for his home at 223 Texas Avenue. This would be a second sign at this residence. Planning and Zoning researched and found the applicant's property is within 500' of C.H.I.N.S. and the Holy Temple Church, maps are attached. Mr. Thompson's application with reason for his request is attached.

The ordinance does not have a minimum number of residential signs that can be placed on a location, only that no person shall stop, stand or park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise or passengers, at any place where an official sign reads "Residential Parking Only," and along the curb **within ten feet of either side of such sign**. Ordinance is attached.

APPLICATION FOR "RESIDENT PARKING ONLY" SIGN

Name: CHARLES Thompson

Phone: 525-434-8147

Address Where Sign is Requested: 223 TEXAS (3rd St. Side)
Alamogordo, NM 88310

Pursuant to Section 24-13-010 of the *Alamogordo Code of Ordinances*, no residence may be posted which is not within five hundred (500) feet of the property line of a public meeting place.

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

NEED SECOND SIGN, CHINS. is directly across
street from my front door. Their traffic has easily
doubled & congestion. The parkers' park over the limited
no park area & dump trash out of their vehicles &
blast their music (while taking offence when I ask to turn down).
"I would like to move them further from my front door"
(even a small amount more would help) Thank you
I understand that if approved, I will have to pay a \$100 fee (per sign) to cover the cost of the sign and installation.

Charles Thompson
Applicant's Signature

March 9 2020
Date

For Office Use Only:

City Commission Meeting Date: _____

Action: _____ APPROVED _____ DENIED

Vote: _____

Date Applicant Notified: _____

Payment Date & Receipt No.: _____

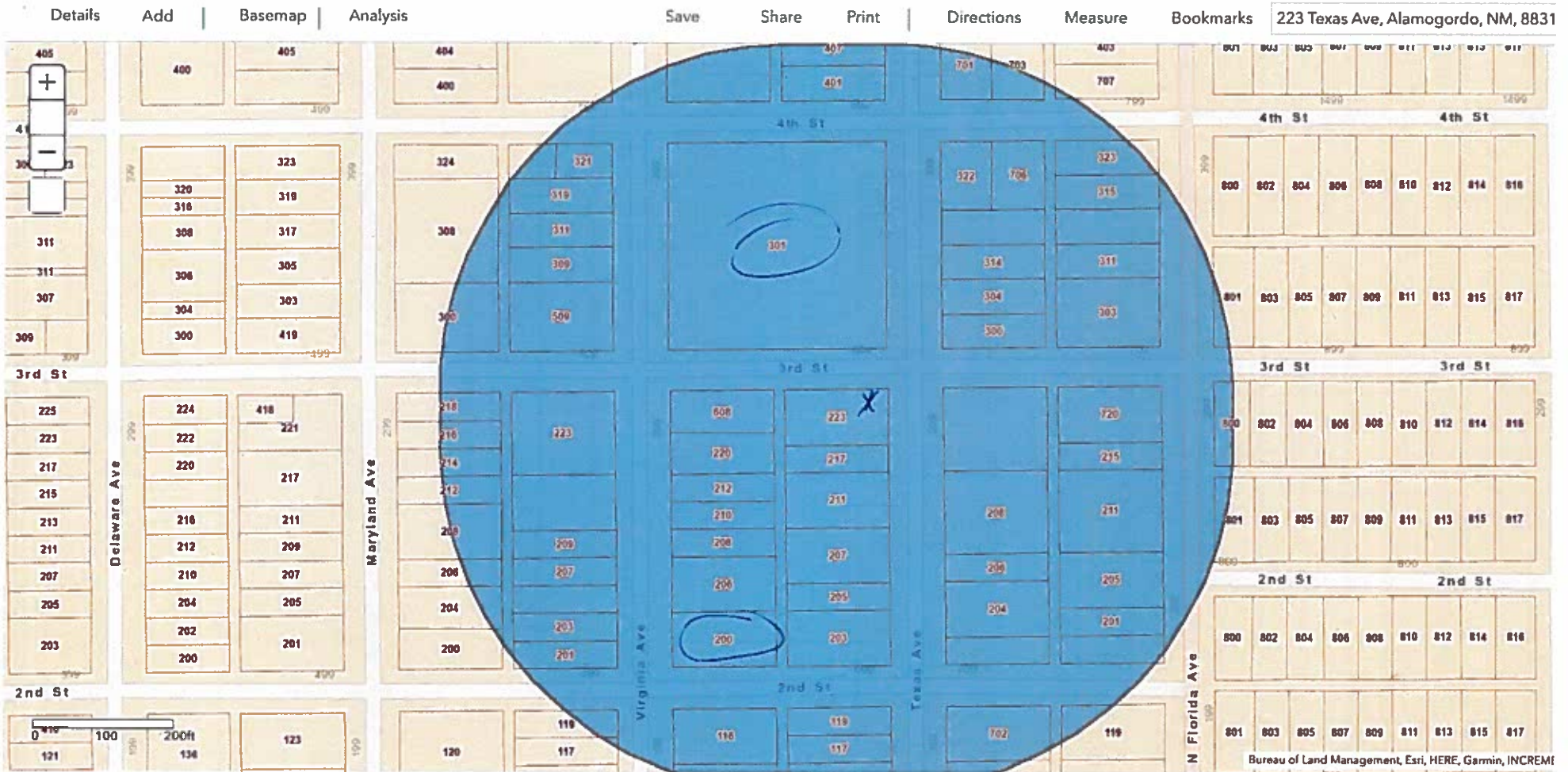
Date Work Order Requested: _____



City of Alamogordo, NM

Map Gallery City Website Tutorials





* = Resident - 223 Texas
 CHINS - 301 Texas
 Holy Temple Church - 200 Virginia

[All](#)
[Images](#)
[Maps](#)
[News](#)
[Shopping](#)
[More](#)

[Settings](#)
[Tools](#)

SafeSearch on

About 476,000 results (0.61 seconds)

[www.churchfinder.com](#) › churches › holy-temple-chur...

Holy Temple Church Of God Alamogordo NM - Church Finder

Church Finder Profile - Holy Temple Church Of God is a Spirit-Filled church in Alamogordo New Mexico. This Church of God church serves Otero County NM.

[www.facebook.com](#) › ... › Church of God

Holy Temple COGIC NM - Home | Facebook

200 Virginia Ave (962.15 mi) Alamogordo, New Mexico 88310. Get Directions. Highlights info row image. Contact Holy Temple COGIC NM on Messenger.

[en-gb.facebook.com](#) › ... › Holy Temple COGIC

Holy Temple COGIC - Posts | Facebook

Holy Temple COGIC, Alamogordo, NM memories of down through the years. Please come to our upcoming Home Coming/Church Anniversary which is ...

[directoryplus.com](#) › Alamogordo, NM › profile

Holy Temple Church Of God In Christ in Alamogordo, NM

Holy Temple Church Of God In Christ in Alamogordo, NM - hours, address, telephone number, reviews and more.

[www.mapquest.com](#) › temple-holy-10622866

Temple Holy 200 Virginia Ave Alamogordo, NM Places Of ...

Get directions, reviews and information for Temple Holy in Alamogordo, NM.

[www.yelp.com](#) › biz › holy-temple-church-of-god-in-c...

Holy Temple Church of God In Christ - Religious ... - Yelp

Holy Temple Church of God In Christ in Alamogordo, reviews by real people. Yelp is a fun and easy way to find, recommend and talk about what's great and not so great in Alamogordo and beyond. ... Alamogordo, NM 88310. Directions.

[www.manta.com](#) › ... › Pentecostal Church



Holy Temple Church of God

[Directions](#)

[Save](#)

4.3

4 Google reviews

Church in Alamogordo, New Mexico

Address: 200 Virginia Ave, Alamogordo, NM 88310

Phone: (575) 434-3221

[Suggest an edit](#) · [Own this business?](#)

Add missing information

[Add business hours](#)

[Add website](#)

Questions & answers

Be the first to ask a question

[Ask a question](#)

Reviews

4 Google reviews

[Write a review](#)

[Add a photo](#)

People also search for

[View 15+ more](#)

301 Texas Ave

Alamogordo, NM 88310

Directions



Save



Nearby



Send to your phone



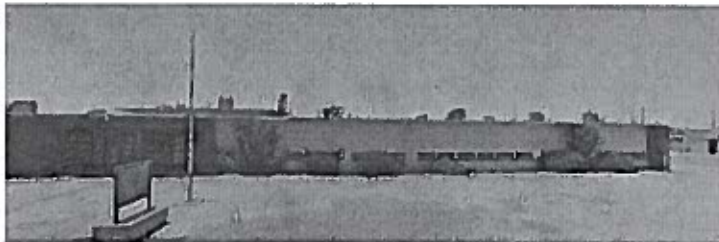
Share

Suggest an edit on **301 Texas Ave**

Add a missing place

Add your business

Photos



At this location

Children In Need of Services

24-13. - PARKING

24-13-010. - Residential parking restricted.

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

(Ord. No. [1567](#), 5-29-18)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/9/2020

Report Date: 6/1/2020

Report No: 10.

Submitted By: Petria Bengoechea

Subject: Consider, and act, upon first publication of Ordinance 1617, an Ordinance amending 02-15-010 through 02-15-080 of the Alamogordo Code of Ordinances. (*Petria Bengoechea, City Attorney*) (**Roll Call Vote Required**)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for first publication.

Background: This ordinance repeals the entire Gross Receipts Investment Program ordinance as requested by the Commission at the last commission meeting, due to current budgetary concerns and the City's inability to meet its current GRIP obligations.

ORDINANCE NO. 1617

AMENDING 02-15-010 through 02-15-080 OF THE ALAMOGORDO CODE OF ORDINANCES

WHEREAS, the City of Alamogordo, New Mexico and its commissioners recognize that due to the Covid-19 pandemic the City's budget has been significantly impacted in a negative way;

WHEREAS, the City Commission understands that the City has already undergone layoffs, a spending freeze, and is currently projecting another 20% cut; and

WHEREAS, the City Commission must act to protect the City's budget by repealing this ordinance, but would like to continue this program with the City's budget has recovered;

THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico that Chapter 2-03-450 through 02-03-560 of the *Code of Ordinances* be amended as follows:

ARTICLE 2-15. -- GROSS RECEIPTS INVESTMENT PROGRAM ("GRIP")

2-15-010. -- Title.

This article shall be entitled the "Gross Receipts Investment Program" ("GRIP"), and shall hereafter be referred to and known under such title. This article is established pursuant to the authority granted to a home rule municipality by Article X, Section 6 of the New Mexico Constitution and the Municipal Charter Act, NMSA 1978, §§ 3-15-1 to 3-15-16 (1971, as amended).

2-15-020. -- Purpose.

There is hereby established a gross receipts investment program within the city intended to attract new businesses, including retail, or commercial activities or to encourage the expansion of an existing business, including retail, or commercial activity whose gross receipts are subject to the imposition of gross receipts tax, thereby creating new job opportunities for the citizens of the city while promoting the economic growth and welfare of the city, and to improve the city through new construction or the rehabilitation of existing commercial or industrial property, thereby encouraging the revitalization of the city while enhancing the area by increasing land values and providing an overall aesthetic improvement. To accomplish this purpose, the city, by written agreement, may reimburse certain gross receipts taxes directly attributable to construction activities associated with the construction or expansion of a business or commercial activity and the purchase of tangible personal property that will become an ingredient or component part of such a construction project, where the reimbursement thereof is instrumental in bringing the business or commercial activity to the city or retaining its presence within the city.

2-15-030. -- Definitions.

As used in the gross receipts investment program:

Applicant means a landowner or developer, as hereinafter defined, who has filed an application for reimbursement pursuant to the GRIP.

Building means any structure on a lot, having a roof supported by columns or walls and designed and/or intended for the shelter, housing or enclosure of an eligible entity.

Business owner means a sole proprietor, corporation, partnership, limited liability company, or some other legal entity that owns or owns and manages either a place of business or other establishment that is engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are all or partially subject to gross receipts tax, or a commercial activity whose services are all or partially subject to gross receipts tax, and who has a proprietary interest in land.

Contractor means any person who accepts orders or contracts from the owner of property or the property owner's duly authorized agent to assume authority or control, or to supervise, manage, or direct the work of others, or who is delegated authority by the owner to do so, whether at a fixed price or on a cost-plus basis, for doing any work.

Developer means any landowner, agent of such landowner, business owner, or tenant with the permission of such landowner, who makes or causes to be made a Development.

Development means any of the following activities on real property located within the corporate boundaries of the city:

- (1) The new construction of a facility for use by an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services are partially subject to gross receipts tax; or
- (2) The substantial expansion of an existing facility being used by an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services are partially subject to gross receipts tax. For purposes of this program, it shall not be necessary to meet any specified level or percentage of receipts that are subject to gross receipts tax. An establishment, place of business or a commercial activity need only show that a portion of its receipts are subject to gross receipts tax.

Eligible entity means an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services are partially subject to gross receipts tax. An entity is not required to meet any specified percentage of taxable receipts in order to be considered an eligible entity. Instead, the entity only needs to show that a portion of its receipts are subject to gross receipts tax.

Eligible project means a development that meets the requirements of section 2-15-040.

Facility means a building or structure that allows or makes possible a person to engage in some type of business or commercial activity.

Landowner means the legal or beneficial owner or owners of land including the holder of an option or contract to purchase (whether or not such option or contract is subject to any condition), a lessee if authorized under the lease to exercise the rights of the landowner, or other person having a proprietary interest in land.

Local employment means those laborers or skilled craftsmen who are residents of the County of Otero, New Mexico.

Local option gross receipts tax means a tax authorized to be imposed by a county or municipality upon the taxpayer's gross receipts and required to be collected by the department at the same time and in the same manner as the gross receipts tax.

Local subcontractors means only those located or having a principal office in Otero County.

Local vendors and suppliers means only those vendors or suppliers who are located or have a principal office in Otero County.

Structure means anything constructed or erected on the ground or attached to the ground.

2-15-040. -- Eligibility.

In order for a development to qualify for reimbursement under the GRIP, it must:

- (1) Demonstrate that the development involves the building of a structure, or the expansion or rehabilitation of an existing structure, for use by an eligible entity with a value in excess of fifty thousand dollars (\$50,000.00);
- (2) The contractor must have, or establish, and maintain a physical presence in the city sufficient to subject the development to local option gross receipts tax; and
- (3) The contractor must give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For purposes of determining eligibility, the value of the project shall be equal to the valuation assigned to a project by the construction industries division of the state regulation and licensing department pursuant to 14.5.5.10 NMAC for purposes of establishing a building permit fee.

2-15-050. -- Application procedure.

- (a) All GRIP reimbursement requests shall be made in writing on a form prescribed by the city. The applicant must show that the reimbursement is a deciding factor in the decision to establish or expand the eligible entity in the city.
- (b) Prior to entering into a GRIP agreement, the city commission shall receive and consider a recommendation from the city manager, or designee, said recommendation being based on the factors listed in section 2-15-060.
- (c) If the GRIP application is approved, the commission shall approve the agreement with the developer providing for the GRIP reimbursement payments by resolution.

2-15-060. -- Factors considered by city commission when considering reimbursement requests.

The following non-exclusive factors may be considered in determining whether to enter into a reimbursement agreement with an applicant, and if so, the percentage of value to be abated:

- (1) — The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the project;
- (2) — The amount of local gross receipt taxes to be generated by the project;
- (3) — The amount the property tax base valuation that will be increased as a result of the project;
- (4) — The potential economic impact the project will provide to the local community;
- (5) — The costs to be incurred by the city to provide facilities or services necessary to complete the project;

Each application for tax reimbursement shall be reviewed on its merits utilizing the factors provided above. After such review, a reimbursement request may be denied entirely or may be granted to the extent deemed appropriate after evaluation.

2-15-070. -- GRIP agreement.

Upon a finding that the development qualifies as a eligible project under the GRIP and is in the public interest, the city and the applicant shall enter into an agreement wherein the city will pay to the applicant up to one hundred (100) percent of the city's share of total gross receipts taxes directly attributable to the eligible project, less any amount dedicated to other special purposes, received by the city during the term of the agreement. The GRIP agreement shall include at least the following terms:

- (1) — The applicant must report and pay gross receipts taxes on all receipts associated with the development that are subject to the gross receipts tax;
- (2) — The applicant shall agree that its only recourse for payment of the GRIP reimbursement payments are those invoices submitted by the applicant which prove gross receipts taxes have been paid to the State of New Mexico for payment to the city and that the city has no other liability of whatever kind, whether in law or equity, to the applicant;
- (3) — A provision requiring the applicant, on at least a quarterly basis, and at applicant's cost, to allow the full examination by city or its designated representative(s) of all documents necessary for city to assure that best efforts have been used by applicant to utilize local labor, subcontractors, vendors and suppliers. The city will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the project to the terms of the GRIP agreement; and
- (4) — The applicant shall agree to an acceptable means by which the city can administer compliance with the agreement, including any necessary audits of the applicant's books, accounts and financial transactions associated with the development.

2-15-080. -- Payment.

All invoices associated with the project shall be submitted to the city finance department, who will evaluate the invoices and create a calculation form to be delivered to the applicant for review. Funds determined to be due to applicant shall be paid as follows:

- (1) ~~For projects in which the expected reimbursement is anticipated to be in excess of ten thousand dollars (\$10,000.00) and less than one hundred thousand dollars (\$100,000.00), following approval of the GRIP agreement, applicant shall submit invoices paid in full on a monthly or quarterly basis, along with an invoice from applicant. The city shall have thirty (30) days to present a calculation to applicant for review. Following approval of the calculation, by both parties, the city shall have ten (10) business days to pay each submission.~~
- (2) ~~For projects in which the expected reimbursement is anticipated to be less than ten thousand dollars (\$10,000.00) the applicant may either submit on a monthly or quarterly basis as above, or submit all invoices at the completion of the project. The timeline shall be the same as in 2-15-080(1).~~
- (3) ~~For projects in which the expected reimbursement is anticipated to be in excess of one hundred thousand dollars (\$100,000.00), following approval of the GRIP application, the city manager and city attorney shall work with the applicant to come up with payment terms that are agreeable to both parties. Such agreement will still be passed by commission, and shall specify the time period to submit invoices, along with how and when payment is to be made to the applicant by the city.~~

2-15-090. -- Sunset clause.

The gross receipts investment program shall expire October 31, 2025.

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: 6/9/2020

Report Date: 6/2/2020

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 Parks and Recreation Board.

Background: Housing Authority Advisory Board. One (1) two year vacancy, and one (1) three year vacancy. Staff Liaison - Marissa Ruiz.
No applications received.

Parks and Recreation Board. One (1) two year vacancy. This vacancy is due to the expiring term of Thomas L. Knox. Staff Liaison - Tony Gonzales.
The following individual is interested in being appointed: Lorelei Armstrong - If appointed this will be her first 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.

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

Name: Lorelei (Lori) Armstrong_____

Home Phone: _____575-479-1028_____ Work Phone: _____

Cell Phone: _____(302)331-7203_____ Fax No: _____

E-mail address: _____armstronglorelei@yahoo.com_____

Physical Address: 3001.Sunland.Drive Alamogordo 88310

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

MailingAddress: same_____

Present Employer: APS_____ Job Title: _____teacher_____

Board/Committee you wish to serve on:

First choice:Parks & Rec_____

Secondchoice: ☐ Library_____

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 hold an MA in US History. I teach about government and economics to my students. I would love to give back to Alamogordo, by serving in some capacity. I enjoy the parks here, using them daily to walk my dogs. My kids have enjoyed them for sports and for entertainment. I would like to help make Alamogordo better in any way I could do so.

Please indicate your interest in serving on a City Board/ Committee: ☐ I would like to help make Alamogordo better in any way I could do so _____

Please return completed application to:

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