



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

June 23, 2020 - 6:30 PM

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

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

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation on 8cantwait, www.8cantwait.org. (Tanja Burns)

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.

2. Approve the minutes for the June 9, 2020 Regular meeting. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, final publication of adoption of Ordinance 1613 to amend the Food Vendor Ordinance. *(Jim LeClair, Fire Chief and Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**
4. Consider, and act upon, revisions to City of Alamogordo Utility Lien Policy originally approved by the City Commission on November 17, 2015. *(Evelyn Huff, Finance Director and Mark Threadgill, Customer Service Manager)*
5. Consider, and act upon, Resolution No. 2020-24 removing uncollectible and unsecured Utility, Library, Public Housing Authority, returned checks and other miscellaneous accounts from the City's accounts receivable. *(Sue Ashe, Accounting Manager)* **(Roll Call Vote Required)**
6. Consider, and act upon, approval of Resolution No. 2020-26, expressing continued support of Alamogordo MainStreet, along with acceptance of new MOU from New Mexico MainStreet and agreement with Alamogordo MainStreet. *(Debbie Osborne, Grant Coordinator)* **(Roll Call Vote Required)**
7. Consider, and act upon, Resolution 2020-27 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 23, 2020. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

8. Consider, and act upon, VFW request for Temporary Expansion of Licensed Premises at 700 US HWY 70 W., Alamogordo, NM. *(Gary Townsend)*
9. Consider, and act upon, Ordinance No. 1618 Approving a local economic development project for secured financial assistance proposed by Medlin Ramps. *(Laurie Anderson, OCDEC Director and Petria, Bengoechea, City Attorney)* **(Roll Call Vote Required)**

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/23/2020

Report Date: 6/16/2020

Report No: 1.

Submitted By:

Subject: Presentation on 8cantwait, www.8cantwait.org. (*Tanja Burns*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Presentation only.

Background: Ms. Burns will be presenting information on 8cantwait.



City of Alamogordo City Commission Meeting AGENDA REQUEST FORM

Today's Date: 06/15/2020

**Request Date
of Meeting:**

June 23rd 2020

Name:

Tanja Burns

Address:

1204 Paiute Trail

Alamogordo NM

ZIP 88310

Phone Number:

575 551 4603

E-Mail Address:

shanjat@tularosa.net

Item requested will be for: (Please check one)

☐ Information only

☒ Action Item

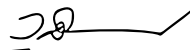
Brief description of topic to be discussed:

**Please attach one original of any documents pertaining to the topic -
We do not allow handouts at the meeting**

This topic is regards the request for immediate adoption of the #8cantwait policies. The policies are easy steps to reduce police violence in our community, a crucial matter in the current moment. I request discussion, and immediate action to address full adoption of these policies by the City of Alamogordo. This action will easily further Police and Public Safety at no cost to the city. Specific policies are specified in the recent letter to Mayor Boss, and the City Commissioners, which is attached and includes links to further published reference information. The recommended policies are already research based and successfully pilot tested and brought to scale; all qualities that make their immediate adoption free, feasible, and a matter of common sense, decency, and more over in line with our values for economic and social prosperity and leadership by our City, for our City.

I request a digital participation accommodation to be in the meeting.

Signature: _____


Tanja M. Burns

Please return to:

Rachel Hughs, CMC, City Clerk
City of Alamogordo
1376 E. 9th Street
Alamogordo, NM 88310

Phone: (575) 439-4100

Fax: (575) 439-4396

E-mail: rhughs@ci.alamogordo.nm.us

Revised 12/31/2019

From: shanjat@tularosa.net
Subject: Agenda Item for June 23 2020 meeting 8CANTWAIT
Date: Wed, June 10, 2020 11:45 pm
To: rboss@ci.alamogordo.nm.us

June 10th 2020

Dear Mr Boss

Please forward this email to our commissioners, and cc me to confirm receipt of this email, requesting you to both inform them of this request and to add this item of request to the upcoming June 23 meeting agenda.

Thank-you taking my recent phone call and briefly discussing public safety over the phone, and confirming that the city has not, as yet addressed or made plans to address 8cantwait policies, nor the urgent nature of the national moment. I urge you and the commisioners to become educated and familiar with the research behind these policies, thinking carefully about the zero cost to adopt them, and the potential increase in public safety and community trust which can result: I understand from your comments that the budget is both reduced and tight, due to events related to covid19 and that there have indeed been cuts, and therefore I underscore that there is zero cost needed to fullfill this request. Additonally it can save lives and expense down the road.

I write to request the City of Alamogordo adopt the following eight principles to reduce police violence, immediately.

According to research, adoption of these policies results in "better outcomes in terms of officer safety and have no impact on crime rates", as well as a 72% reduction in police involved killings compared to departments where previously of these policies are in place. Adopting these measures requires no funding. The policies are as follows:

- Banning chokeholds and strangle holds
- Requiring de-escalation
- Requiring warning before shooting
- Duty to intervene to stop other officers using excessive force
- Ban shooting at moving vehicles
- Require use of force continuum
- Require comprehensive reporting

I believe that adoption will benefit both the citizens of Alamogordo and the public safety of our brave officers of the Alamogordo Police Department. More information on their effectiveness can be found at www.8cantwait.org.

I am also requesting that you post the current use of force policies in an easy to find location as I could not find them on the police department website, and believe transparency is important in building community trust.

I hope you are all well in these difficult times and thank you for all the work you do to make Alamogordo a better and safer place! I look forward to hearing confirmation that this item will be on the June 23 meeting agenda, and request information regards how to participate in that meeting digitally.

Best,

Tanja Burns
Alamogordo NM

575 551 4603

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/23/2020

Report Date: 6/16/2020

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the June 9, 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
June 9, 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 Manager Cesar was absent. City Clerk Hughs announced there was a quorum present. Invocation was given by Commissioner McDonald and the Pledge of Allegiance was led by Commissioner Payne.

APPROVAL OF AGENDA

City Attorney Bengoechea said there was a presentation that was inadvertently left off, it will be made by the Superintendent Marie Sauter from White Sands National Park, so the agenda will need to be approved as amended.

Commissioner Baldwin made the motion to approve the agenda as amended.
Commissioner Payne seconded the motion. Motion carried with a vote of 6-0-0.

PRESENTATIONS

Commissioner Wright joined the meeting at 6:35 pm.

White Sands National Park Superintendent Marie Sauter commented on the following:

She spoke about the plan for reopening the National Park Pandemic planning and what that means to the surrounding communities. She said she closed the Park down on March 22nd. She said most of the visitors are coming from out of State as well as out of the country. Slowly the National Park service has been increasing access in services in a phased approach across all the 419 units across the system, they are all in different stages of reopening and some have not opened at all, such as White Sands National Park. She stated every park manager has the discretion to make a localized decision that is based on our local conditions, county, state, and regional conditions in consultation with public health officials. She said her number one priority with regards to the pandemic is to protect our employees as well as volunteers, our partners and our community in this situation and by doing that we can do our job safely and provide a safe, as possible visit for the public. She said they are planning on phase reopening, starting off with reopening the park areas including outdoor spaces such as the dunes and landscapes with limited services. People will be able to picnic, play on dunes, some hiking, and the gift shop will be open. She said they are asking the public to partner with them in adopting social distancing practices when visiting the park and following the CDC guidance to reduce the spread of COVID-19. She stated they do not have a set date to reopen. She said the National Parks units in New Mexico have been observing in the last couple of weeks, most of the visitation anywhere from two-thirds to 70 percent to National Parks in the state of New Mexico are coming from out-of-state. There are many that are coming from Texas and Colorado. She invited Chief Ranger Aaron Summerlin and Chief of Interpretation Kelly Carroll to tonight's meeting. She stated she was concerned about Alamogordo and the Tularosa Basin. She asked if the City was prepared for an influx of out-of-state visitors, are the hotels and restaurants able to handle the visitors. She said Gerald Champion needs to be alerted that they would have an influx of out of state visitors in the National White Sands Park. She asked the City to partner with her.

Mayor Pro-Tem Sikes asked her if they have the new signs yet. Ms. Sauter asked her to come by to see the new signs on the Highway.

Mayor Boss asked her what the international travel percentage is as compared to within the United States. She said she does not know but she is confident when the international travel is open is lifted, they will have high international travel.

Commissioner Baldwin said in his communication with the citizens of Alamogordo; we are ready, so bring it, I am sure hotels and restaurants are following procedures to make things safe. She said one of her main concerns is they do not know where the visitors will come from, so they are doing their best to keep their staff safe, they are still going to follow the CDC guidance.

Mr. Summerlin said during the summer months it ranges from 60 to 80, 000 visitors a month. The majority are coming from out-of-state. He stated depending on the time of the year the percentage of international ranges from five percent to 40 percent of their visitation. In the wintertime they get a whole lot of international visitors, about every other car is an international visitor.

Mayor Boss said they can work together on this and knows they can handle it.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

Assistant City Manager Hernandez made the following remarks:

1. She said the New Mexico is 49th in the US for responding to the Census. Alamogordo is responding very well at 59 percent.
2. She said the 4th of July fire display will happen, but there will be no tail gating this year in the parking.
3. She said for the 4th of July parade, they are waiting to see if the Governor is going to allow gatherings. They are looking at doing a reversed parade, like a drive through to see the floats.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Pro-Tem Sikes made the following comments:

She said she still has signs for any districts for Keep Alamogordo Beautiful and asked the Commission to send any nominees to her so she can take a sign over to the person's yard.

Commissioner Baldwin made the following comments:

He said he was reading through their Emergency Order and it said they were going to extend 48 hours past the state's emergency order and not knowing what the Governor is going to do, how is this going to affect their ability to receive federal or state funding if they came out of the emergency order earlier. Second, he said since 2012 when he was elected, the Comprehensive Plan was real important part of what the Commission did and with turnover in City Managers and staff in the last 8 or 9 years, they have only addressed the Comp Plan 3 times. The last time we addressed it was in 2017 and was adopted in 2018, they discussed readdressing it annually. He said he thinks they cannot let the Comprehensive Plan slide past them, and they need to address this pretty quick. It has been 2 ½ years since they have done anything on the Comp Plan and this is the direction outside of the mission statement and their vision for the City of Alamogordo, the Comp Plan ids what drives them there so they need to get back to it as soon as possible. Thirdly, he said he wants to speak about the City's plan to bring staff back to work. He received numerous calls on weeds and road projects, ability to get things done in reference to the water department. He said the community is in a position where they are ready to move forward and they are willing to take minimal risks. The City needs be in a position to help our citizens and move forward. He said at the Golf Course is a facility that has been open for six or seven

weeks at 100 percent with 50 percent City staff. The potential damage to the Golf Course without the six or seven employees, will be six months to a year to recoup after the employees come back. He said he sees it in all departments within the City, they need to be ready to react. He said just in his district there has been three or four streets that have had water main breaks, so there has been road closed signs for two months. The time for being cautious is not over, but we need to get things open. He did a survey with 14 Golf Courses in the state on New Mexico and all of them have been operating at 100 percent. It was said they are essential employees and you cannot let a Golf Course go. He has an issue with the Golf Course not operating that way. He stated he would like to see the City Manager's plan for how they are going to bring back City staff and what order in reference to what is best for the community and the citizens.

City Attorney Bengoechea read a message Commissioner Wright sent her as he could not be heard, he echoes Commissioner Baldwin about bringing staff back. Commissioner Baldwin said he referenced the Golf Course because that is what he is most familiar with. He encouraged the Commission to get out to look at the Parks, they are not to the best of their ability.

Mayor Boss said it has been really tuff on staff. They took a severe cut in revenue in the general fund and the general fund is what is paying for a lot of these things. He agreed with everything Commissioner Baldwin said, except he understands why staff has selected to do as they have done.

Mayor Pro-Tem Sikes said she wanted to add the Cemetery when things open, people were heartbroken to see how the cemetery seems to have fallen by the wayside.

Commissioner Baldwin said currently they are operating as best we can under safe protocol at 50 percent, and asked Assistant City Manager Hernandez, but everybody was still getting paid. She said yes. He said so if you have a department that still has the need, it is not like they are saving any money on budget, she said right. He said he just wanted to make that point. We have a department that needs the services of Alamogordo, that department should be operating 100 percent. For example, is the accounting department operating at 100 percent? Assistant City Manager Hernandez said because the state declared the Emergency Order, it is always best we have the Emergency Oder, we sent that off to FEMA and the Sate. It does affect our funding, the more counties and cities that have the Emergency Order gives New Mexico a better chance at getting Federal funding.

City Attorney Bengoechea told Commissioner Baldwin there are some ongoing costs to this pandemic, they just spent about \$1,500 to get thermometers, PPE like masks, gloves, and shields. All of those expenditures are eligible for reimbursement by FEMA if we have a declared an emergency order. She said they are making sure employees are protected and all that time is also eligible for reimbursement.

Assistant City Manager Hernandez said she will talk to Brian about the Comprehensive Plan and take it up with staff. She said the plan to bring staff back has been frustrating. They have been calls about the pool, but it is not practicable to run a pool with expenses and only allow two swimmers. They look at the Orders regularly to see what they can open and change. Recently, Housing was declared essential which should have been open because Housing is important. The problem with the Golf Course from the State, they can open according to the Opening New Mexico guidelines. The maintenance staff is not essential as far as government because they are part of the government. Golf maintenance is not as essential as opposed to Housing maintenance. They make a clear distinction. City government has their hands tied more than private businesses because funding comes from the State. She said as soon as we will bring staff back and will share with you the plans with you when Brian gets back. Commissioner Baldwin asked Assistant City Manager Hernandez why every other Golf Course is operating at 100 percent then and how is she was interpreting it differently than every other Municipality and County Golf Course. She said they are not personally interpreting it, they talked with people at the State. The Golf Course is private, and the maintenance crew is government. She has sent that question to the State a couple of times and is waiting for another response. Golfing is a quality of life issue, and all the services are important, and she will follow up on it. He said they called Municipal Golf Course and they are operating at 100 percent. He stated his intent was to give Assistant City Manager

Hernandez the questions and address them at later date. She said we want to bring staff back. He said let's be bold, let's bring them back then. Commissioner Rardin said he agreed.

City Attorney Bengoechea said if they want to bring a resolution next meeting to direct the City to open at 100 percent and take anything the Governor wants to do to us, they are the legislative body. If they want to do that, there is a consequence. They have a very tight budget right now, so if something happens to the City, they would have to identify funding sources. She said her suggestion is if they want to discuss that, it may be something they put to executive session because it would be threatened litigation, they could potentially be litigated against.

Commissioner Baldwin said the reason he has not brought these subjects is because staff is really the City Manager's job and Commission should not dictate what the City Manager should do with their employees. He has received numerous calls and realizes this is an employee issue and we are policy and direction as a Commission, but he wanted his experience with it known.

Commissioner Payne made the following comments:

She said she gets calls on street signs, she understands they cannot put them up right now, but can they find out if they are in. Street signs are a huge issue and in her district, you cannot read them, so she is getting complaints. City Attorney Bengoechea said they are ordered in a phased system because they couldn't take it all at once, so as soon as they get the order, they put another one in. The public works crew is working at 50 percent unless there is a water break, they get called in at 100 percent. Commissioner Payne said she is patient and as long as they are working on it.

Commissioner Payne gave kudos to the Fire Department and Police Department to have to deal with the fires, especially when there is a loss of life.

Commissioner Rardin made the following comments:

He said he agrees with Commissioners Baldwin, Payne, and Wright. He said he has received calls from citizens that have received letters from the City for weeds. Then you drive down White Sands Blvd and the City has weeds that are two feet high. He considers Weeds, Drainage, Streets, Water, and Wastewater Departments essential, because you cannot get by and live without water, wastewater, and roads. All those people should be working, we are paying them.

Commissioner McDonald made the following comments:

She said there is a contest for the 2020 Census with monetary gifts and asked the Commission to encourage people in their district to participate because it affects every area of the City. They are looking to have 75 percent participation in the City. She asked Fire Chief LeClair and Police Chief Denton if there is anything they want to say in regards to what is going on in the City that they would want to see happen as far as funding is concerned, they would like to show case that to show the people that the money that is coming in to the community is a benefit. She said in District 5 they are looking into a clean-up.

CONSENT AGENDA

- 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)*

Mayor Pro-Tem Sikes moved to approve item 1,2,3,4,5,6,7,8 of the consent calendar.

Commissioner Payne seconded the motion.

Roll Call vote was taken.

Motion carried with a vote of 7-0-0

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)*

City Clerk Hughs said Mr. Thompson is requesting a second sign at his property, he chose not to attend the meeting because he doesn't know how to do Zoom and didn't want to call in and just me to present it. It is with 500 feet of C.H.I.N.S., right across the street and there is a church within 500 feet of the Holy Temple Church. Our ordinance does not state how many signs can have. His need for it is because of the traffic and congestion due to people being dropped off at C.H.I. N.S. His first sign to Commission on October 14, 2014 and passed with a vote of 7-0 under Consent Agenda with no questions.

Mayor Boss moved to approve.

Commissioner Baldwin seconded the motion.

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

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)

City Attorney Bengoechea said this is an ordinance that was requested last meeting. It repeals our gross receipts investments program, GRIP ordinance. Essentially if you look at that whereas' s, it just says the Commission recognizes because of the current pandemic the City's budget has been impacted in a negative way, we have already undergone layoffs, suspending freeze, hiring freeze and are currently projecting at least a another 20 percent cut and the City must act to protect the City's budget by repealing this ordinance but continue this program when the City's budget recovers.

Mayor Boss said he thinks the jobs of staff are more important. As soon as we can bring it back, we should do that. He said they should approve this ordinance.

Commissioner Rardin said he is in favor of rescinding the ordinance, but they ought to put a timeline on it. Put it on the agenda in one year from today to see where they are at budget wise, so they do not forget about it. City Attorney Bengoechea stated they cannot amend the repeal of an ordinance. What they have is a law on the books, and they are just taking the law of the books. What Commissioner Rardin is trying to say is, put it on our calendars to present it. Commissioner Rardin said, yes City Manager or City Attorney can put it on their calendar to bring it back in one year.

Mayor Pro-Tem Sikes said why cannot it be part of the budge process for next year, when they are discussing the budget, they can bring it up. Mayor Boss agreed.

Commissioner Rardin moved to approve.

Commissioner McDonald 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 Lorelei Armstrong to the Parks and Recreation Board. No one was opposed.

Mayor Pro-Tem Sikes asked if the Beautification Committee is a committee that we passed an ordinance to create. She said she thought according to the ordinance, each of the Commissioner were to appoint somebody from their district to serve on the committee. She asked if somebody could check on that for her. If that is the case, then the Commissioners can appoint.

Commissioner Baldwin thanked Commissioner McDonald for her work on the Census, he had no idea that she was so involved in the Census. He asked the Commission to support her to get people to respond to the Census.

Commissioner Rardin moved to adjourn at 7:39 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 23, 2020.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/23/2020

Report Date: 6/1/2020

Report No: 3.

Submitted By: Rachel Hughs

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for final publication of adoption.

Background:

Commission passed the ordinance for first publication during the Commission meeting of May 26, 2020.

Amendments to the current ordinance

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

ORDINANCE NO. 1613

AMENDING CERTAIN SECTIONS OF CHAPTER 17 REGARDING FOOD VENDORS

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

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

All persons, firms, corporations or associations engaged in any of the following pursuits, businesses and occupations shall, before commencing business, and on or before the ~~16th~~ 1st day of ~~March~~ January of each year thereafter, secure a license from the city clerk and pay the listed fee instead of the business registration required by article I of this chapter:

Amusement halls, per year \$ 35.00

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

Carnivals and circuses, per day 35.00

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

Drive-in restaurants, per year 35.00

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

Outdoor displays and sales, per year 35.00

Pawnbrokers, per year 35.00

Public dances, per day 35.00

Food vendors, per year 35.00

Vehicles for hire regulated by Chapter 27 35.00

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

17-11-030. – Definitions.

- (a) The term “Ice cream truck” means a mobile food establishment that sells either frozen dessert servings that are prepackaged/enclosed in a wrapper or container having been manufactured, prepared or wrapped in a licensed food establishment or ice cream that is not pre-packaged.

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

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

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

- A. License Application. Each food vendor owner that wishes to operate within the City of Alamogordo shall file annually for an application for a City of Alamogordo food vendor operator’s license with the city clerk or his/her designee on forms provided by the city. Each applicant shall pay an established license fee before a license is issued, and be subject to an annual fire inspection that will be conducted by the Alamogordo Fire Department. All food vendors will be inspected according to the International Fire Code adopted, and according to the standards outlined in the National Fire Code (NFC). The application form provided shall require the following information from the applicant:
 - 1. The name, address and telephone number of the person, firm, association or corporation that owns the unit and their New Mexico Tax ID number.

2. The length of time for which the right to conduct business is desired.
 3. The make, model and license number of any vehicle or trailer to be used in the food vendor operation.
 4. The location or locations from which the applicant desires to operate the unit.
 5. A copy of the applicant's ~~valid food and beverage license~~ application, Priority II letter and/or permit issued by the State of New Mexico ~~Health Environmental Department, and or other agency within the jurisdiction.~~
 - ~~6. A copy of the vendor's proof of insurance~~
 7. A letter of written permission to operate on private property if applicable, ~~and~~
 - ~~8. At the time of filing the application, the food vendor owner shall present a valid driver's license or other acceptable picture proof identification to the City Clerk for examination.~~
- B. License Approval Process. Upon receipt of proper documentation and payment of an application for a license, the City Clerk ~~or his/her designee~~ will start the license approval process, and will refer the application to Planning and Zoning, the Fire Chief, or his/her designee, the Police Chief, or his/her designee, and the City Manager or his/her designee in order to complete the application process. All applications will be processed within ten (10) business days. Upon completion, the permit will be issued unless the City Clerk determines any of the following:
1. The applicant made a false statement on the application.
 2. The applicant is under eighteen (18) years old. This is only applicable to operators of mobile food establishments which requires a CDL License.
 3. The application is incomplete, or
 4. The application and/or its contents do not meet the criteria of any city ordinance, and/or policy adopted by the City of Alamogordo.
- C. Appeal Process for Licensed Vendors. Any decision of the City Clerk or his/her designee in respect to the issuance or refusal to issue a permit or the revocation of a permit may be appealed to the City Manager by written notice. The decision of the City Manager shall be made in writing and shall be final.
- D. License Revocation or Suspension for Licensed Vendors. A license may be suspended or revoked by the City Clerk, the Fire Chief, the Chief of Police and/or the City Manager, or their designee if it is found at any time that the license holder made any material omission or inaccurate statements in the license application, or if the license holder is found to be in violation of any ordinance or statutory violation directly related to the licensed activity. A "Notice of Suspension or Revocation" will be served on the applicant and will include a statement of violations. The appeal process is addressed in Section 17-11-040.
- E. Operational Requirements. Operational requirements for all food vendors shall be consistent with Section 17-11-080 of this ordinance.

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

All food vendors operating at special events and/or block parties are required to be fully permitted through the New Mexico ~~Health Environmental~~ Department, the City of

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

17-11-060. – Non-Profit Operators

All Non-profit temporary food vendors covered by this article shall provide a copy of their 501 (C)(3) documents before operating at special events and/or block parties are required to be fully permitted through the New Mexico Health Environmental Department, the City of Alamogordo, and be subject to a fire inspection conducted by the Alamogordo Fire Department, with the exception of minor's under the age of eighteen (18) who participate in food vendor activities are exempt from the licensing requirements of this article except when they are acting as agents of adults. Please refer to section 17-08-030 titled "Exemptions". Non-profit groups may operate on private property if granted permission, provided that public health, safety and welfare is not compromised. Non-profit groups may vend in public places designated by the City of Alamogordo adhering to all conditions required by the City, which such conditions may address compensation for use of City property as well as limitations on hours of operation and specific places of operation. As stated above, Non-profits groups may also operate in conjunction with special events.

17-11-070. – Farm Stand Operators

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

17-11-080. – General Operating Requirements

A. Operations

1. The licensee or the licensee's employee or agent shall be present within the vending site during all times in which items are sold.
2. Food vendor display of license and proper documentation:
 - (a) Each license issued or required under this ordinance shall be displayed in a conspicuous location which is visible to the public.
 - (b) Each licensee shall display the copy of the applicant's valid food and beverage license Priority II letter and/or permit issued by the State of New Mexico Health Environmental Department in a conspicuous location which is visible to the public.

- (c) If operating on private property, the vendor must keep written permission from the property owner within the vending unit at all times.
- (d) If operating on a route, the vendor must keep the outlined route map that was provided to the City Clerk within the vending unit at all times.
3. Temporary free-standing signs associated with mobile food vendors shall be prohibited unless allowed by the sign ordinance. Please refer to 3-01-015 titled "Temporary signs".
 4. No mobile food vendors shall use bells or lights, noise-makers, including music, to attract customers. "Ice cream/dessert vendors" are exempt from this restriction. Any noise originating from a mobile food vendor operation shall comply with the City of Alamogordo noise ordinance.
 5. Mobile food vendors are prohibited from using city water, electricity or other utilities in the course of its operations unless explicitly provided permission from the City of Alamogordo with an arrangement made for compensation.
- B. Required Insurance
- Food vendors licensed by the City of Alamogordo operating on City property shall provide proof of liability insurance for any single accident and for any property damage in the amount required by the "State of New Mexico Tort Claims Act". Such liability insurance shall be in effect at all times the vendor is licensed in accordance with this section. A certificate of insurance shall list the City of Alamogordo as certificate holder for such coverage and shall be delivered to the ~~city clerk or his/her designee~~ event coordinator prior to issuance of a license the event. If such insurance coverage is cancelled, not renewed, or changed, the insurer and licensee shall immediately provide notice to the ~~city clerk or his/her designee~~ event coordinator. Failure to maintain such insurance may result in the suspension or revocation of the license.
- C. Vehicle Regulations
1. Each food vendor platform or vehicle shall be designed and constructed specifically for the purpose of vending the product or products to be sold.
 2. Each food vendor platform or vehicle shall have valid license plates and registration as required by the State of New Mexico Department of Motor Vehicles Division.
 3. Each food vendor platform or vehicle shall be in compliance with all Federal, State and local laws or regulations which govern motor vehicles, including, but not limited to, vehicle size requirements.
 4. Each food vendor platform or vehicle shall be kept in a safe, operable condition with no visible signs of rust or other deterioration or unsightly condition.
- D. Garbage Requirements
1. The licensee and his/her employee(s) shall be responsible at all times for the removal of all refuse resulting from his/her business or customers use of his/her business. Such refuse shall be placed solely in the mobile food establishment's waste bins. All such containers shall be kept covered with a tight fitting lid. No food vendor establishments shall discharge any material onto the street, sidewalk, gutters, storm drain or the property of another, including, but not limited to, public property. All operators are responsible

for ensuring that all waste is disposed of in accordance with city ordinances and/or maintaining all areas used for food vending and customer activity in a safe and clean condition.

2. All food vendors shall deploy at least two (2) leak-proof, thirty (30) gallon trash containers accessible to the public.
3. All mobile sidewalk carts shall be equipped with at least one (1) appropriately sized leak-proof garbage container.

E. Specified Locations of Operation

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

F. Distance Restriction from Restaurants Generally

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

G. Distance Restriction from Restaurants during Special Events

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

H. Distance Restriction from Permitted Special Events

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

I. Operating on Private Property

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

J. Operating in Residential Zones

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

K. Designated Hours of Operation

1. Sunday through Saturday: 6 a.m. to 10 p.m.
2. Food vendors may operate in designated locations/areas for the duration of designated times of operation and are not required to move during those times.
3. Day and time of operation restrictions shall be in effect for food vendors in all designated vending locations, unless operating in conjunction with special events.
4. In addition to those times listed in (1) of this section, licensed ice cream/dessert vendors may operate from the public right-of-way within the R-1, R-2, and R-3 residential districts Sunday through Saturday, 11 a.m. to a half hour before sunset but no later than 8 p.m. Ice cream/dessert vendors may not conduct business at a location longer than fifteen (15) continuous minutes in residential zoned districts, meaning the vendor must move not less than two hundred fifty (250) feet every fifteen (15) minutes.
5. Food vendors may operate at a special events during approved hours of the event.

DONE this _____ day of _____, 2020.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/23/2020

Report Date: 6/5/2020

Report No: 4.

Submitted By: Evelyn Huff, Mark Threadgill

Subject: Consider, and act upon, revisions to City of Alamogordo Utility Lien Policy originally approved by the City Commission on November 17, 2015. *(Evelyn Huff, Finance Director and Mark Threadgill, Customer Service Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends approval.

Background: Staff recommends revisions to the City of Alamogordo Utility Lien Policy first approved by Commission November 17, 2015.

As currently written the policy does not allow staff flexibility in meeting minimum deadlines for action. If, due to staff vacancies and/or heavy workload, staff cannot meet the deadline written in the policy this lack of timely action becomes a possible finding in the annual audit - as has occurred in the past.

Staff has also added several steps for purpose of clarity in the lien process.

The proposed revisions DO NOT reduce the time for any action to occur but allow staff the flexibility to extend the time for action when necessary.

CITY OF ALAMOGORDO FINANCE DEPARTMENT				
	<u>UTILITY LIEN POLICY</u>			
			City Manager Approval:	
			Finance Dir. Approval:	
Section: UTILITY BILLING	Document No.	Last Update:		

Purpose: To establish a schedule for the filing of utility liens.

Policy: It is the policy of the City of Alamogordo to actively collect delinquent utility accounts up to, and including, the filing of utility liens and ultimately foreclosure.

Persons Affected: Owner's of property which have delinquent utility accounts.

Procedures:

The City of Alamogordo will use the following schedule to guide collection of delinquent utility accounts including the filing of utility liens and foreclosure.

- | | |
|----------------------|--|
| • Billing Date (BD) | date bill is mailed |
| • BD + 15 days | Due Date (DD) |
| • DD + 10 days | Account is delinquent (DA) +\$10 fee |
| | ▪ Notice sent to account holder |
| • DA + 15 days | Cut off Notice (CO) delivered/sent |
| • CO + 5 days | Water cut off (WCO) |
| | ▪ Cut off fee assessed |
| | ▪ Collection Letter Sent to account holder and/or property owner |
| | ▪ 10 days to pay or send to Collection Agency |
| • WCO + 10 days | Account sent to Collection Agency (CA) |
| | ▪ If tenant account with Owner Waiver on file no further action. |
| • CA + 90 days | Account withdrawn from CA |
| | ▪ Certified Letter to owner notification of pending lien (CL) |
| • CL return + 5 days | Legal files lien on property (LIEN) |
| • LIEN + 180 days | Foreclosure |

References: NMSA 3-23-6 and Section 28-03-060(e) Alamogordo Code of Ordinances

History: Created 2015

Approved by City Commission November 17, 2015

CURRENT

CITY OF ALAMOGORDO FINANCE DEPARTMENT



UTILITY LIEN POLICY

City Manager Approval:

Finance Dir. Approval:

Section: UTILITY BILLING

Document No.

Last Update:

Purpose: To establish a schedule for the filing of utility liens.

Policy: It is the policy of the City of Alamogordo to actively collect delinquent utility accounts up to, and including, the filing of utility liens and ultimately foreclosure.

Persons Affected: Property owners who have delinquent utility accounts.

The City of Alamogordo will use the following schedule to guide collection of delinquent utility accounts including the filing of utility liens and foreclosure.

Billing Date	Date bill is mailed (BD)
BD + 15 Days	Due Date (DD)
DD+10 Days	Account is Past Due (PD) and late fee assessed
PD + up to 7 Days	Delinquency Notice sent (CO)
CO + 5 to 8 Days	Delinquency fee assessed and water shut off (WCO)
WCO + 3 to 5 Days	Account is terminated and Final Bill (FB) is mailed If less than \$10.00 no further action.
FB + up to 60 Days	Collection letter sent (CL) – 10 days to pay or send to collection agency
CL + Not Less Than 21 days	Account sent to Collection Agency (CA) - If tenant account with Owner Waiver on file no further action. - If owner account and no longer owns property no further action. \$50 or less no further action.
CA + Not Less Than 90 days	Certified Letter (LL) to owner notification of pending lien
LL Return + Not Less Than 5 days	Account withdrawn from CA Account sent to City Attorney with lien request (Lien) paperwork
Lien + Not Less Than 60 days	City Attorney files lien on property (Lien Filed)
Lien Filed + Not Less Than 180 days	Possible Foreclosure with Commission approval

References: NMSA 3-23-6 and Section 28-03-060(e) Alamogordo Code of Ordinances

History: Created 2015

Originally Approved by City Commission November 17, 2015

Revised and approved by City Commission June 23, 2020

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/23/2020

Report Date: 6/10/2020

Report No: 5.

Submitted By: Diane Malone

Subject: Consider, and act upon, Resolution No. 2020-24 removing uncollectible and unsecured Utility, Library, Public Housing Authority, returned checks and other miscellaneous accounts from the City's accounts receivable. (*Sue Ashe, Accounting Manager*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No Fiscal Impact

Recommendation: Approve the Resolution.

Background: Each year, in order to adjust the Accounts Receivable accounts for doubtful accounts; all City departments are responsible for reviewing outstanding accounts and reporting uncollectible Accounts Receivable accounts to the Finance Director. The Accounts Receivable from Miscellaneous Accounts Receivable, Public Housing Authority, Utility Billing, Library and Returned Checks have been reported as uncollectible and total \$124,133.02. All accounts have been deemed uncollectible for various reasons by the Finance Director.

The City Commission is given authority in NMSA 1978 3-37-7, to write-off uncollectible Accounts Receivable accounts provided the City's Finance Director verifies the accounts to be uncollectible.

Note: The detailed uncollectible report is available for viewing at the Finance Department. In addition, payment will still be accepted after the Accounts Receivable accounts are written off.

UTILITY BILLING: \$ 58,965.48

The attached list represents outstanding accounts for Water/Sewer/Garbage. The list includes accounts that have been outstanding and uncollectible for four (4) years or more. This represents delinquent accounts through June 30, 2016.

LIBRARY: \$17,342.78

The attached list represents outstanding accounts for Library fees and fines. The attached list of outstanding Library accounts from July 1, 2015 through June 30, 2016.

PUBLIC HOUSING AUTHORITY: \$ 7,935.24

The attached list includes outstanding amounts left by tenants. This represents delinquent accounts through May 30, 2019.

NOTE: PHA tenant accounts allowable write-off after one (1) year of uncollectible per HUD Standards.

RETURNED CHECKS: \$ 212.13

The attached list represents the outstanding returned checks for the City through June 30, 2016.

MISCELLANEOUS A/R: \$ 39,677.39

These billings include: Reimbursement to City and Equipment Charges. Collection proved unsuccessful despite contacting different individuals and processing various notices. This represents delinquent accounts through June 30, 2016.

GRAND TOTAL: \$ 124,133.02

WRITE OFFS

WRITE OFFS	Utility Billing	Library	Recreation	PHA	MISC. A/R	Return Checks	Civic Center	TOTAL
2016	\$16,316.77	\$16,584.77	\$194.80	\$9,401.35	\$4,016.64	\$218.43	\$0.00	\$46,732.76
2017	\$18,466.63	\$15,876.56	\$489.20	\$7,669.55	\$5,830.61	\$172.88	\$0.00	\$48,505.43
2018	\$33,472.09	\$17,130.14	\$20.70	\$3,570.60	\$127,212.17	\$266.04	\$0.00	\$181,671.74
2019	\$27,132.97	\$20,902.19	\$0.00	\$2,665.01	\$8,013.39	\$0.00	\$0.00	\$58,713.56
2020	\$58,965.48	\$17,342.78	\$0.00	\$7,935.24	\$39,677.39	\$212.13	\$0.00	\$124,133.02
TOTAL	\$154,353.94	\$87,836.44	\$704.70	\$31,241.75	\$184,750.20	\$869.48	\$0.00	\$459,756.51

Averages \$30,870.79 \$17,567.29 \$140.94 \$6,248.35 \$36,950.04 \$173.90 \$0.00 \$91,951.30

SAshe

Memorandum

To: Sue Ashe, Accountant
From: Nichole Sierra, Utility Billing Supervisor
Thru: Mark Threadgill, Customer Service Manager
Date: May 12, 2020
Re: Utility Billing Write-off Accounts

The amount of Utility Billing write-off accounts submitted for City of Alamogordo Commission approval is \$58,965.48. This represents delinquent accounts through June 30, 2016. Please see attached for list.

**CITY OF ALAMOGORDO
UTILITY BILLING
WRITE-OFF LISTING
FY 2020**

THRU JUNE 30, 2016

ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	TERMINATION DATE	UNPAID BALANCE
76495-16168	Genieve Moreno	1218 Fifteenth	12/01/15	50.77
85371-2212	Choles Design Bistro	904 New York	12/14/15	59.43
103063-16634	Christopher Landrie	1608 Rosalia	01/19/16	90.56
13917-10212	Katie Rodriquez	600 Kingston	02/22/16	52.33
81813-316	Sheryl Easop	1510 Circle	03/07/16	184.46
104315-13600	Taylor Tidwell	2186 Starlight Ct B	08/12/15	5.12
96029-35498	Ruth Walker	1220 Jefferson Ave 13C	08/10/15	2.84
103653-10728	Luis Covarrubias	808 Fourth	10/05/15	6.14
2057-1570	Roy Finley	2001 Seventh	12/29/15	0.02
66381-11188	Three Flowers Mobile Home	1907 Us Hwy 54	01/20/16	0.54
102307-17958	Wendell J Lang	1002 Cauthen	05/31/16	4,255.00
65723-19808	Doug Wood	1600 Indian Wells	05/31/16	64.31
101241-33918	Jerrod Sonderman	922 Hermoso El Sol	06/01/16	7.43
59011-34657	ICC Cemetery	1 Cemetery	06/06/16	41,460.52
77809-35460	Hasting's	805 N White Sands Blvd	06/13/16	324.81
79457-37894	Hasting's	805 N White Sands Blvd	06/13/16	34.41
82347-10106	Paz E Jr Orona	1309 Incredible Dr	08/02/10	206.84
95325-10106	Rafael Marin	1309 Incredible Dr	12/14/12	225.93
96837-10106	Elma C Ruiz	1309 Incredible	02/17/15	890.60
97935-26686	Lesa Or Charles Stone	1112 Airport	08/31/15	1,653.13
92241-18468	Johnny Horton	1301 Greenwood	07/01/15	13.44
102011-11492	Christina Carter-Noel	1212 Paradise	07/13/15	68.22
103641-16024	Michele Cordova	1107 Filipino	07/13/15	16.59
83385-15942	Sonya Mckinley	1307 Puerto Rico	07/13/15	192.13
104131-14128	Francis Moll	908 Eighth	07/14/15	40.85
91087-662	Yvonne Madrid	1105 Madison	07/16/15	55.89
88985-33894	Dania M & Daniel Tam	1481 Tierra Royas	07/28/15	46.88
100801-14354	Eli Godman	1315 Eighth	08/03/15	166.62
103547-11252	Brittany Milligan	2213 Garcia	08/03/15	304.72
79693-24464	Margaret & Michael Phinney	1203 Post	08/03/15	195.13
94313-17228	Clovis R Or Karla Lawhead	517 Catalina	08/10/15	192.58
89243-16448	Antoinette Rodgers	1511 Oregon	08/10/15	166.12
62521-4670	Venus Garcia	2302 Willow	08/17/15	170.35
104053-13452	Fabian Padilla	200 Moonglow St K	08/18/15	43.67
99413-8414	Cristal Perez	3207 Fayne	08/24/15	97.19
94915-4370	Anitra Torrez	808 College	08/24/15	57.43
60887-19368	Selena & Johnny Herrera	2306 Pecan	09/08/15	221.22
63513-1892	Deanne E & Perfecto A Mardrid	3146 Summer	09/14/15	133.25
95063-5798	Larry Fowler	2901 Hopi	09/28/15	148.18
91559-12188	Jesus Or Elizabeth Portillo	2217 Walker	09/28/15	53.68
100113-11932	Stephanie Ramirez	1010 Brooks	09/28/15	96.92

THRU JUNE 30, 2016

ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	TERMINATION DATE	UNPAID BALANCE
99775-16132	Angel Telles	1401 Cuba	09/28/15	72.69
99847-12382	Melissa A Trujillo	1439 Challenger	09/28/15	83.83
103577-328	Brian Or Miriah Helmers	1510 Jefferson	10/05/15	58.88
28803-11426	Jose L Salcido	915 Baker's	10/05/15	120.02
92811-25346	Nicky & Katja Volkmann	1154 San Miguel	10/05/15	79.21
45029-2824	Jerry Romero	1416 Hendrix	10/12/15	17.31
103451-13358	Seth Or Elishia Gonzales	501 Webster	10/15/15	70.55
105023-9040	Rebecca Marie Lara	407 Texas	11/02/15	112.26
100921-9116	Maria Isabel Lopez	400 Maryland	11/02/15	37.46
103821-11272	Aaron Unger	1116 Lucky	11/02/15	143.78
105409-14128	Christopher Vogt	908 Eighth	11/03/15	73.67
104889-15040	Corey D Coley	1221 Indiana	11/09/15	42.86
79647-2696	Irma Villarreal	1106 Bellamah	11/09/15	34.55
67667-20150	Georgia Qualls	1731 Monte Vista Corte	11/16/15	21.53
28825-9438	Cooney S Sarracino	402 Saturn	11/23/15	72.00
104001-12462	Jasmine Villanueva	1485 Lindberg	11/23/15	45.29
93937-4104	Kathleen Lobato	216 Delaware	12/14/15	1,308.49
11149-22492	Fara D Lentsch	803 San Miguel	12/15/15	139.37
105651-18064	Dylan Tucker Oliver	1009 Catalina	12/21/15	70.00
29157-4724	Johnny Hernandez	2405 Aspen	12/22/15	438.03
63985-11802	Teresa Brady	1277 Mesquite	01/04/16	143.71
103501-11248	James Millegan	2215 Garcia	01/04/16	606.46
105833-11980	Analicha Conde	907 Brooks	01/11/16	19.33
105671-13006	Adam Stevens	912 Sherwood	01/11/16	36.50
103435-20022	Dylan Mullins	1702 Van	01/13/16	371.89
95079-17002	Gene Austin	606 Arnold	01/14/16	27.19
105747-23268	Alejandra Colby	931 Mesquite	02/01/16	44.84
28675-20710	Robert Edwards	1800 Lamar	02/08/16	47.51
96477-24482	Guadalupe J Hernandez	219 Winchester	02/08/16	97.98
106475-11414	Susan Moen	1013 Lindberg	02/08/16	23.34
54535-19380	Louis Spere	1505 American	03/03/16	33.65
106043-17324	Safeguard Properties	600 Lovers	03/07/16	197.87
106641-18218	Mikel Rearden	1202 Nineteenth	03/14/16	154.12
103961-10074	Arturo Gauna	1308 Incredible	03/28/16	47.33
100561-11228	Anna Martin	1269 Mesquite	03/28/16	18.38
79297-18318	Laura Dixon	1810 Cuba	04/04/16	325.01
100485-18066	Derek W Gray	1007 Catalina	04/04/16	1,015.29
106999-20022	Shandy Piorkowski Rice	1702 Van	04/13/16	156.46
107317-14068	Tosha Deason	1103 Eighth	04/20/16	101.99
106795-15024	Jamil Itani	423 Thirteenth	04/29/16	20.73
80317-11836	Brian Or Barbara Turnbough	745 Post	05/23/16	126.87
25371-18288	Virginia G Ash	1306 Dewey	05/31/16	156.59
105709-16402	Desiree Dyer	1502 Cuba	05/31/16	15.29
107255-11248	Gabriel S Otero	2215 Garcia	05/31/16	39.93
107541-426	Samuel Renelien	1625 Aspen	06/01/16	39.19

THRU JUNE 30, 2016

ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	TERMINATION DATE	UNPAID BALANCE
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WRITE-OFF TOTAL

58,965.48

Alamogordo Public Library Write Off Report

Jul 1, 2015 through Jun 30, 2016

486 patron accounts with Dmged/lost fees and overdue fines with a total of \$17,342.78

101 paton accounts with Dmged/lost fees and overdue fines of \$1.00 or less

168 patron accounts with lost books

644 lost books for a total of \$ 15,315.52

26 MAX number of lost books in one account

1 MIN number of lost books in one account

157 accounts with 1-10 lost items

9 accounts with 11-20 lost items

2 account with 21-30 lost items

0 account with 30+ lost items

**Amounts in red reflects accounts of \$100.00 and up
9 accounts with Dmged/lost fees and
overdue fines of \$300.00 or more**

**15 accounts with Dmged/lost fees and overdue fines between
\$200.00 and \$299.00**

**39 accounts with Dmged/lost fees and overdue fines between
\$100.00 and \$199.00**

	total charges/pt	books lost/pt
1	\$5.00	
2	\$8.00	
3	\$8.30	
4	\$31.40	1
5	\$1.20	
6	\$40.00	1
7	\$10.00	
8	\$20.00	
9	\$50.00	5
10	\$134.00	5
11	\$85.00	5
12	\$69.80	4
13	\$14.60	1
14	\$128.60	4
15	\$142.00	5
16	\$125.00	5
17	\$0.40	
18	\$0.80	
19	\$8.80	
20	\$0.20	
21	\$3.90	
22	\$33.00	1
23	\$2.20	
24	\$320.00	21
25	\$477.50	26
26	\$0.50	
27	\$8.40	
28	\$1.80	
29	\$202.00	7
30	\$27.00	1
31	\$53.00	2
32	\$3.50	
33	\$2.00	
34	\$267.95	15

35	\$0.30	
36	\$30.00	1
37	\$5.00	
38	\$8.80	
39	\$0.30	
40	\$174.00	6
41	\$0.30	
42	\$0.20	
43	\$33.00	1
44	\$0.60	
45	\$4.20	
46	\$6.50	
47	\$360.00	13
48	\$2.40	
49	\$3.30	
50	\$0.60	
51	\$155.00	6
52	\$0.20	
53	\$1.80	
54	\$1.80	
55	\$10.80	
56	\$0.70	
57	\$49.00	3
58	\$7.20	
59	\$2.00	
60	\$1.30	
61	\$1.50	
62	\$30.00	1
63	\$1.00	
64	\$1.60	
65	\$0.30	
66	\$16.10	1
67	\$124.00	5
68	\$36.40	1
69	\$33.40	
70	\$0.60	
71	\$7.40	

72	\$22.95	1
73	\$125.88	7
74	\$1.00	
75	\$0.40	
76	\$32.90	
77	\$0.40	
78	\$0.40	
79	\$113.00	6
80	\$1.20	
81	\$32.00	1
82	\$3.00	
83	\$5.40	
84	\$1.00	
85	\$81.00	4
86	\$7.50	
87	\$1.50	
88	\$78.00	3
89	\$22.00	1
90	\$7.30	
91	\$245.00	9
92	\$4.70	
93	\$203.00	2
94	\$59.00	3
95	\$37.00	3
96	\$30.00	2
97	\$94.00	3
98	\$0.80	
99	\$0.20	
100	\$44.00	2
101	\$146.00	7
102	\$25.00	
103	\$35.00	1
104	\$3.00	
105	\$0.97	
106	\$141.00	5
107	\$0.40	
108	\$1.30	

109	\$0.70	
110	\$330.84	13
111	\$3.00	
112	\$6.10	
113	\$114.00	4
114	\$4.80	
115	\$12.00	
116	\$112.40	4
117	\$21.00	
118	\$0.40	
119	\$15.00	
120	\$1.50	
121	\$150.30	7
122	\$2.40	
123	\$11.20	
124	\$42.50	1
125	\$3.70	
126	\$0.30	
127	\$2.50	
128	\$1.60	
129	\$0.40	
130	\$0.40	
131	\$20.10	1
132	\$3.50	
133	\$5.20	
134	\$59.00	3
135	\$9.90	
136	\$1.00	
137	\$0.40	
138	\$6.80	
139	\$2.10	
140	\$57.00	4
141	\$22.00	1
142	\$25.00	1
143	\$52.00	3
144	\$0.30	
145	\$279.00	7
146	\$24.00	1

147	\$14.00	1
148	\$5.60	
149	\$16.00	
150	\$2.00	
151	\$2.70	
152	\$70.00	4
153	\$5.00	
154	\$67.00	3
155	\$60.80	2
156	\$0.20	
157	\$100.00	4
158	\$1.20	
159	\$235.00	9
160	\$25.50	
161	\$4.00	
162	\$26.00	1
163	\$0.50	
164	\$133.00	6
165	\$133.00	6
166	\$5.50	
167	\$13.20	
168	\$53.00	3
169	\$0.70	
170	\$0.30	
171	\$62.00	3
172	\$0.60	
173	\$0.70	
174	\$21.00	1
175	\$12.10	
176	\$1.60	
177	\$33.00	1
178	\$0.20	
179	\$114.00	4
180	\$0.80	
181	\$2.40	
182	\$1.00	
183	\$1.00	

184	\$0.30	
185	\$26.00	1
186	\$13.50	
187	\$0.40	
188	\$0.40	
189	\$2.10	
190	\$2.50	
191	\$0.20	
192	\$2.40	
193	\$0.80	
194	\$95.00	3
195	\$24.00	1
196	\$0.90	
197	\$1.60	
198	\$13.20	
199	\$12.00	1
200	\$87.00	5
201	\$39.40	1
202	\$315.00	14
203	\$35.00	1
204	\$1.00	
205	\$1.90	
206	\$4.60	
207	\$163.00	8
208	\$46.00	2
209	\$22.00	1
210	\$11.40	
211	\$15.00	1
212	\$48.75	1
213	\$8.00	
214	\$13.80	
215	\$18.00	1
216	\$0.20	
217	\$196.00	7
218	\$2.30	
219	\$9.50	
220	\$40.40	1

221	\$1.80	
222	\$2.50	
223	\$4.20	
224	\$8.00	
225	\$1.20	
226	\$239.95	8
227	\$6.10	
228	\$5.50	
229	\$20.20	
230	\$0.60	
231	\$10.00	
232	\$63.00	2
233	\$0.60	
234	\$2.00	
235	\$25.80	1
236	\$21.80	
237	\$25.00	
238	\$22.70	1
239	\$6.90	
240	\$23.00	1
241	\$3.60	
242	\$0.40	
243	\$0.70	
244	\$0.60	
245	\$16.00	
246	\$5.00	
247	\$0.30	
248	\$9.30	
249	\$0.20	
250	\$3.20	
251	\$26.10	1
252	\$1.00	
253	\$1.60	
254	\$2.00	
255	\$9.00	1
256	\$20.50	1
257	\$3.60	
258	\$8.80	

259	\$0.60	
260	\$1.50	
261	\$11.00	1
262	\$0.50	
263	\$1.20	
264	\$2.00	
265	\$3.40	
266	\$166.00	5
267	\$5.00	
268	\$28.50	
269	\$16.20	
270	\$0.90	
271	\$0.30	
272	\$0.30	
273	\$23.00	1
274	\$1.40	
275	\$4.50	
276	\$101.20	3
277	\$17.00	1
278	\$31.00	1
279	\$0.60	
280	\$55.20	2
281	\$1.50	
282	\$168.00	7
283	\$7.00	
284	\$5.00	
285	\$15.00	1
286	\$133.70	4
287	\$15.00	
288	\$5.00	
289	\$1.20	
290	\$11.00	
291	\$0.60	
292	\$14.00	
293	\$49.00	1
294	\$125.00	4
295	\$0.20	

296	\$9.40	
297	\$0.50	
298	\$1.80	
299	\$223.00	7
300	\$20.40	1
301	\$20.00	1
302	\$1.60	
303	\$1.60	
304	\$1.50	
305	\$19.00	1
306	\$0.60	
307	\$2.70	
308	\$0.40	
309	\$2.70	
310	\$0.30	
311	\$0.20	
312	\$10.50	
313	\$13.20	
314	\$3.60	
315	\$268.00	8
316	\$0.90	
317	\$0.60	
318	\$0.60	
319	\$80.00	2
320	\$11.20	
321	\$1.80	
322	\$148.00	7
323	\$5.70	
324	\$1.30	
325	\$74.20	
326	\$109.20	4
327	\$1.20	
328	\$3.70	
329	\$7.80	
330	\$2.10	
331	\$45.00	
332	\$0.60	

333	\$0.60	
334	\$172.00	10
335	\$55.35	2
336	\$1.50	
337	\$8.70	
338	\$10.40	
339	\$127.00	4
340	\$51.95	2
341	\$311.95	11
342	\$3.10	
343	\$2.00	
344	\$335.00	14
345	\$4.60	
346	\$127.00	5
347	\$0.30	
348	\$1.60	
349	\$27.70	
350	\$2.20	
351	\$1.20	
352	\$33.00	1
353	\$44.00	2
354	\$4.00	
355	\$4.60	
356	\$5.00	
357	\$31.40	1
358	\$1.50	
359	\$54.80	1
360	\$0.60	
361	\$23.00	
362	\$7.20	
363	\$2.80	
364	\$9.00	1
365	\$109.90	5
366	\$0.70	
367	\$100.00	4
368	\$6.80	
369	\$0.20	

370	\$1.00	
371	\$124.00	6
372	\$96.50	2
373	\$1.30	
374	\$1.80	
375	\$1.80	
376	\$20.00	
377	\$0.30	
378	\$3.20	
379	\$4.40	
380	\$4.00	
381	\$6.80	
382	\$15.00	
383	\$16.20	
384	\$2.40	
385	\$146.60	8
386	\$17.99	
387	\$7.20	
388	\$19.40	1
389	\$1.40	
390	\$39.50	1
391	\$40.00	1
392	\$118.95	6
393	\$59.00	3
394	\$12.10	
395	\$1.20	
396	\$257.00	13
397	\$35.00	1
398	\$0.80	
399	\$90.00	3
400	\$4.50	
401	\$4.00	
402	\$260.80	13
403	\$0.40	
404	\$4.20	
405	\$0.20	
406	\$8.80	
407	\$251.95	10

408	\$28.00	1
409	\$15.00	
410	\$0.40	
411	\$5.00	
412	\$15.00	
413	\$10.00	
414	\$7.30	
415	\$1.80	
416	\$0.60	
417	\$33.00	1
418	\$65.00	2
419	\$55.00	2
420	\$45.00	1
421	\$30.90	1
422	\$124.00	5
423	\$75.00	3
424	\$3.60	
425	\$109.00	4
426	\$61.00	3
427	\$2.20	
428	\$7.60	
429	\$1.60	
430	\$7.50	
431	\$1.80	
432	\$29.00	1
433	\$0.30	
434	\$1.20	
435	\$9.00	
436	\$0.80	
437	\$134.00	5
438	\$15.90	
439	\$22.00	1
440	\$56.00	2
441	\$0.70	
442	\$226.95	10
443	\$1.40	
444	\$0.80	
445	\$6.00	

446	\$60.00	4
447	\$20.00	1
448	\$0.30	
449	\$0.80	
450	\$233.00	6
451	\$25.00	1
452	\$5.00	
453	\$2.70	
454	\$1.40	
455	\$40.00	
456	\$1.50	
457	\$0.80	
458	\$1.00	
459	\$1.60	
460	\$1.00	
461	\$1.50	
462	\$38.00	
463	\$9.60	
464	\$40.10	1
465	\$74.50	3
466	\$4.50	
467	\$3.00	
468	\$67.00	3
469	\$4.20	
470	\$0.20	
471	\$3.60	
472	\$0.80	
473	\$0.20	
474	\$0.50	
475	\$1.80	
476	\$20.00	1
477	\$1.80	
478	\$3.00	
479	\$0.60	
480	\$155.00	6
481	\$272.00	12
482	\$4.00	

483	\$28.60	1
484	\$1.60	
485	\$2.40	
486	\$11.20	
	total charges/pt	books lost/pt
	\$17,342.78	644

<u>Name</u>		Amount	Balance	Date
Last	First			
Arguijo	Teresa	220.00		6/8/2018
Belkofer	Kristoffer	215.00		7/17/2018
Caldwell	Gary	97.00		10/1/2018
Clay	John	2.00		3/20/2019
Crump	Jacqueline	719.99		6/26/2018
Duenas	Michael	23.00		2/25/2019
Garlitos	Jocelyn	63.00		2/11/2019
Guerrero	Alejandra	167.99		2/28/2019
Gutierrez	Jasmine	52.35		9/11/2018
Hampton	Lela	52.48		4/29/2019
Holden	Kaila	77.98		10/17/2018
Kruse	Rebecca	154.28		11/9/2018
Maynard	Sandra	271.00		3/20/2019
Rodriguez	Christal	275.00		9/14/2018
Segura	Mellissa	835.00		10/1/2018
Sharp	Judy	443.43		1/23/2019
Smith-Brinker	Daryan	527.34		10/25/2018
Valverde	Jenica	2,296.81		10/30/2018
Villalobos	Renee	81.00		2/25/2019
Williams	Cassandra	1,360.59		3/20/2019
TOTAL			7,935.24	

Memorandum

To: Sue Ashe, Accountant
From: Nichole Sierra, Utility Billing Supervisor *sn*
Thru: Mark Threadgill, Customer Service Manager *[Signature]*
Date: May 12, 2020
Re: Miscellaneous Accounts Receivable Write-off Accounts

The amount of Miscellaneous Accounts Receivable write-off accounts submitted for City of Alamogordo Commission approval is \$39,677.39. This represents delinquent accounts through June 30, 2016. Please see attached for list.

**CITY OF ALAMOGORDO
MISCELLANEOUS ACCOUNTS RECEIVABLE
WRITE-OFF LISTING
FISCAL YEAR 2020**

Thru June 30, 2016

CUSTOMER NAME	CUSTOMER ID	CUSTOMER TYPE DESCRIPTION	INVOICE DATE	UNPAID BALANCE
VIVA ENVIRONMENTAL, INC	2246	SOLID WASTE AUTHORITY	04/05/16	98.90
VIVA ENVIRONMENTAL, INC	2246	SOLID WASTE AUTHORITY	02/04/16	16.71
VIVA ENVIRONMENTAL, INC	2246	SOLID WASTE AUTHORITY	12/07/15	27.78
ENVIRONMENTAL REMEDIATION SERV	3767	SOLID WASTE AUTHORITY	02/04/16	2,772.00
ABRAMS KIEWIT JOINT VENTURE	3745	SOLID WASTE AUTHORITY	10/05/15	6.26
ENVIRONMENTAL REMEDIATION SERV	3767	SOLID WASTE AUTHORITY	03/07/16	2,772.00
WEESE, DORIS D	3790	PUBLIC WORKS/UTILITIES-81	05/26/16	7,529.54
TDS	3793	PUBLIC WORKS/UTILITIES-81	06/10/16	7,263.44
BROWN, ROBERT C	3785	CITY REIMBURSE TRAIN (11)	05/13/16	2,627.38
SWANSON, CHRISTOPHER	3772	CITY REIMBURSE TRAIN (11)	04/04/16	500.00
ELLIS, RE'SHARD	3752	CITY REIMBURSE TRAIN (11)	11/11/15	625.00
EVERGREEN MOBILE HOME PARK	2850	LODGERS TAX 40% - (16)	01/11/16	88.30
QUALITY INN	2600	LODGERS TAX 40% - (16)	05/25/16	318.59
QUALITY INN	2600	LODGERS TAX 60% - (20)	05/25/16	477.90
EVERGREEN MOBILE HOME PARK	2850	LODGERS TAX 60% - (20)	01/11/16	132.47
WAL-MART STORES	3781	LIQUOR PROCESSING FEE	05/03/16	50.00
LARSEN, PHYLLIS	3735	ADULT PROGRAM FEES (71)	04/15/16	5.15
AYERS, ADELINA & DAVE	3245	ADULT PROGRAM FEES (71)	05/16/16	44.10
LARSEN, PHYLLIS	3735	ADULT PROGRAM FEES (71)	05/16/16	3.68
LEWIS, DAWN	3779	ELECTIONS (11)	04/20/16	30.00
SEPTIC EXPRESS	3711	DISPOSAL OF SLUDGE (81)	03/15/16	210.00
SEPTIC EXPRESS	3711	DISPOSAL OF SLUDGE (81)	01/15/16	420.00
SEPTIC EXPRESS	3711	DISPOSAL OF SLUDGE (81)	02/16/16	693.00
ROTO ROOTER	1570	DISPOSAL OF SLUDGE (81)	04/15/16	8.00
SEPTIC EXPRESS	3711	DISPOSAL OF SLUDGE (81)	12/15/15	1,155.00
CZYMBOR, RICHARD	3491	PUBLIC WORKS ABATEMENT	12/07/15	84.66
OTERO COUNTY-DISPATCH SERV	2236	AMBULANCE-DISPATCH SERV	04/20/15	11,717.53

WRITE OFF TOTAL

39,677.39

OUTSTANDING RETURNED CHECKS

as of 9/30/19

Date	Drawn By	Type	Amount	
1/13/16	Madrid, Yvonne Misty	Animal Control	172.13	write off EOY FY20 - will be o'
4/22/16	National Volunteer Fire Council	APD	40.00	write off EOY FY20 - will be o'
Total Outstanding FY16			212.13	
Total Outstanding FY19			-	
Total Outstanding			212.13	

AFFIDAVIT OF Evelyn Huff

STATE OF NEW MEXICO)
) ss
COUNTY OF OTERO)

I, Evelyn Huff, being duly sworn, depose and say:

1. I am the Director of Finance of the City of Alamogordo, and as such I have supervision over the accounting and finance procedures for the City of Alamogordo.
2. The attached list is of Utility Billing/Library/Public Housing Authority and Return Checks that have been uncollectible and owed to the City of Alamogordo for more than four years.
3. Customers who received City of Alamogordo services and never paid them incurred the accounts.
4. The City has made diligent efforts to collect on the inactive accounts and to locate the debtors through in-house collection efforts, but have been unsuccessful.
5. It is my opinion that the attached accounts totaling \$124,133.02 are uncollectible.

Evelyn Huff

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2020, by Evelyn Huff, Director of Finance of the City of Alamogordo.

Notary Public

My commission expires:

RESOLUTION NO. 2020-24

A RESOLUTION REMOVING UNCOLLECTIBLE AND UNSECURED UTILITY, LIBRARY, HOUSING AUTHORITY, AND OTHER MISCELLANEOUS ACCOUNTS FROM THE CITY'S ACCOUNTS RECEIVABLE

WHEREAS, there is approximately \$58,965.48 owed to the City from Utility accounts, \$17,342.78 owed to the City from Library accounts, \$7,935.24 owed to the City from Public Housing Authority accounts, \$39,677.39 from other Accounts Receivable and \$212.13 from Return Check accounts that are uncollectible even after diligent collection efforts were initiated; and,

WHEREAS, said accounts have been owed and uncollectible to the City for more than four (4) years; and,

WHEREAS, Section 3-37-7 NMSA 1978, gives the governing body of a municipality the authority to remove certain accounts from its accounts receivable provided that the City's Director of Finance verifies the account to be uncollectible; and,

WHEREAS, pursuant to said Section 3-37-7 NMSA 1978, the Director of Finance of the City of Alamogordo has verified on the attached Affidavit that the accounts listed are uncollectible as well as the total amount to be removed from the City's accounts receivable.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Alamogordo that the City has complied with Section 3-37-7 NMSA 1978 (As Amended) which authorizes the governing body to write off uncollectible accounts.

BE IT FURTHER RESOLVED that after reviewing the attached Affidavit of the Director of Finance Evelyn Huff, the City Commission of the City of Alamogordo does hereby authorize the removal from its accounts receivable uncollectible accounts in the amount of \$124,133.02 with reasonable adjustment allowance, as described on the Affidavit.

BE FURTHER RESOLVED that the City will consider a resolution addressing uncollectible account write-offs on an annual basis.

DONE this 23th day of June, 2020.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/23/2020

Report Date: 6/11/2020

Report No: 6.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, approval of Resolution No. 2020-26, expressing continued support of Alamogordo MainStreet, along with acceptance of new MOU from New Mexico MainStreet and agreement with Alamogordo MainStreet. (*Debbie Osborne, Grant Coordinator*) **(Roll Call Vote Required)**

Fiscal Impact: \$40,000.00

Amount Budgeted: \$40,000.00

Fund: 011

Additional Fiscal Impact: No additional fiscal impact.

Recommendation: Approval Resolution No. 2020-26 and acceptance of new MOU from New Mexico MainStreet and new agreement with Alamogordo MainStreet.

Background: The current Memorandum of Understanding between New Mexico MainStreet Program, the City of Alamogordo and Alamogordo MainStreet will expire on June 30, 2020. We have received a new MOU from New Mexico MainStreet, for the period July 1, 2020 - June 30, 2022, and have prepared a FY21 agreement between the City and Alamogordo MainStreet affirming our continued support and funding commitment. New Mexico MainStreet requires Commission approval of an annual Resolution of the City's continued financial support to Alamogordo MainStreet.

RESOLUTION NO. 2020-26

WHEREAS, the City of Alamogordo supports the revitalization and economic re-development of its historic commercial core; and,

WHEREAS, the City desires to continue development of the economically vital and vibrant town center for its residents, visitors and tourists; and,

WHEREAS, the City sees the economic health of downtown as one of its critical assets; and,

WHEREAS, it is realized that a sustainable town center economy contributes to the community's economic health; and,

WHEREAS, it is recognized our downtown and town center are a traditional commercial core representing our unique history and culture; and,

WHEREAS, the City wishes to continue to develop a livable, walkable town center with opportunities to shop, work, live and discover recreational, cultural and heritage opportunities; and,

WHEREAS, the City of Alamogordo wishes to continue a partnership with Alamogordo MainStreet, the non- profit economic re-development organization through the NM Economic Development Department's New Mexico MainStreet Program (NMMS), to invest in enhancing the quality of life for the community's citizens via the implementation of asset-based economic development strategies under the Main Street Four Points Approach®, and

WHEREAS, the City of Alamogordo's partnership with Alamogordo MainStreet corporation may leverage technical assistance and other resources through the New Mexico NMMS to support the economic re-development and revitalization of the Alamogordo MainStreet district, then

NOW BE IT FURTHER RESOLVED BY THE COMMISSION OF THE CITY OF ALAMOGORDO, NEW MEXICO that,

1. The City of agrees to continue to work with the New Mexico Economic Development Department's New Mexico MainStreet Program dedicating resources and financial support to create a successful downtown economic development program through strategies established by the National Main Street Center's Economic Transformation Strategies and the Main Street Four-Point Approach®.

2. The City of Alamogordo commits to continue to work collaboratively with the Alamogordo MainStreet Organization and the New Mexico Economic Development Department's MainStreet Program to meet the standards and principles of revitalizing

and re-developing the core commercial district of the community, contracting with the local MainStreet organization to coordinate and administer activities for the City of Alamogordo as set forth in biennial MOU and a separate "services contract" with the local MainStreet organization.

3. The City of Alamogordo commits to continue to provide philosophical, financial, planning and coordination assistance for the Alamogordo MainStreet organization to support operations and projects under the specifications of the biennial MOU and a separate "services contract" with Alamogordo MainStreet organization.

4. The term of this Resolution shall be deemed effective for a 1-year period commencing on July 1, 2020.

That pursuant to the Main Street Act, Section 3-608-1 through 3-608-4, NMSA, the declared support of Alamogordo MainStreet Project, as defined above, is adopted for the City of Alamogordo, Otero County, New Mexico.

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

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney



Biennial Memorandum of Understanding (MOU)

July 1, 2020 – June 30, 2022

Between

**New Mexico MainStreet Program,
The City of Alamogordo and Alamogordo MainStreet**

The State of New Mexico's Economic Development Department seeks to increase the number of jobs and businesses, sustain and expand existing businesses, mitigate commercial leakage, support local entrepreneurs in start-ups, and improve property values within traditional and historic commercial districts. To that end, it has dedicated resources, professional assistance and services to partnering municipalities and a local nonprofit organization representing stakeholders within the designated commercial district through the New Mexico MainStreet (NMMS), New Mexico Arts & Cultural District (ACD), and Frontier and Native American Communities Initiative programs. The partners of this MOU agree to dedicate collaborative resources, adopt local economic growth and revitalization tools, and establish economic development funding for operations and program implementation to restore economic vitality within the MainStreet economic redevelopment district.

New Mexico MainStreet (NMMS) is a designated "Main Street America Coordinating Program" of the National Main Street Center, Inc. (NMSC), a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department (NMEDD) is licensed and accredited annually to administer the NMSC's *Main Street Four-Point Approach*® downtown revitalization. It does so through the NMSC's "Economic Transformation Strategies."

The New Mexico MainStreet (NMMS) program is an economic development partnership program with local, eligible communities. The NMEDD, by New Mexico State Statute (New Mexico MainStreet Act 3-60B-1 to 3-60B-4 NMSA 1978, as amended 2013, and the Arts and Cultural District Act 2007), is authorized to select local partners to participate in the New Mexico MainStreet's program based on the standards and principles set forth by the NMSC and when legislative appropriation allows. Local partners (the local revitalization organization and the local governing body), join their resources (human, social and financial) to directly support the economic development of the district.

As a NMSC Main Street America Coordinating Program, NMMS provides local MainStreet organizations and their local government partners with resources, training, and technical services that enhance local culture and heritage, and build the economic vitality of each participating community's downtown, village plaza, town center, courthouse square, historic commercial corridor or traditional neighborhood central business district.

The local government partner (municipal, county or tribal government) financially supports the work of a community economic development partnership within the dedicated MainStreet district for both operations and program

implementation through a service contract with the local, state-designated MainStreet organization. Since the NMMS program and its designation of local partners are established by state statute, and with the understanding that the service contract binds the local MainStreet organization to implementation of economic development projects which have a fair-market value in exchange for funds received, local government partners remain in compliance with anti-donation clause of the New Mexico Constitution.

The local MainStreet organization is an economic development organization comprised of downtown stakeholders, whose programs, projects, and activities enhance the local downtown economy and contribute to the quality of life of its citizens. The organization builds local partnerships to leverage resources and buy-in for the revitalization of the district.

This MOU commits partners to the criteria defined in New Mexico MainStreet Program Guidelines (Attachment 1).

This MOU covers a period of two (2) years beginning July 1, 2020. Once fully executed by all parties on the signature page below, it replaces any previous Letters of Agreement (LOA) or MOU related to the NMMS program of the NMEDD.

I. PARTICIPATION AND COMMITMENT UNDER THIS MEMORANDUM OF UNDERSTANDING

The local Governing body of the City of Alamogordo and the Alamogordo MainStreet agree to abide by the eligibility and participation requirements as set forth below. The local governing body's official representative and the steering committee or Board of the local MainStreet organization have read and understand the Accreditation requirements of the NMMS Program and the NMSC's "Accreditation Standards" as set forth in Attachment 1.

II. REQUIREMENTS OF THE LOCAL MAINSTREET ORGANIZATION

- A. Provide community economic growth revitalization services to the property and business owners and residents of the district through the Main Street Four-Point Approach®, and in alignment with the guidelines of the NMSC.
- B. The organization has a fully executed Memorandum of Understanding (MOU) with the Economic Development Department.
- C. The organization has a separate annual contract of services with the local government partner(s) (municipality, county, and/or tribal government) to do community development work within the designated MainStreet and/or ACD district. The organization must supply NMMS with a copy of the executed agreement annually.
- D. Work with the local government partner(s) (municipal, county, or tribal government) to ensure that appropriate financial revitalization tools, created through state statute for economic development (inclusive of any statutory changes), are adopted by the local government partner for the MainStreet District. These tools may include the Local Economic Development Act (LEDA), a Metropolitan Redevelopment Area (MRA), District Master Plan, and/or Cultural Economic Development Plan, and related finance mechanisms, such as Tax Increment Finance District (TIF), a Tax Increment Development District (TIDD) and/or a Business Improvement District (BID).
- E. The organization must maintain compliance with all annual nonprofit registration and reporting requirements of the New Mexico Secretary of State's Corporations Bureau, the New Mexico Attorney General's Office (Charitable Organizations Division) and Internal Revenue Service (IRS). The organization files all compliance and related documents to the NMMS Digital Dashboard.
- F. The organization, in partnership with the local government, maintains the minimum required operating budget relevant to the size of the community, neighborhood or district served (Attachment 1, Table 1).
- G. The organization, if established as an independent corporation, must have a Board of Directors with oversight of the organization's performance.

- 1) The Board of Directors agrees to raise matching funds for operations per the specifications (Attachment 1, Table 1)

- 2) The organization must maintain an adequate budget to support training for Board members in nonprofit management and leadership and ensure Board attendance requirements are met.
- H. The organization is required to establish three (3) NMMS approved Economic Transformation Strategies (ETS) based on adopted economic development plans for the district, implement the work of the Main Street Four-Point Approach®, and provide evidence of annual progress towards implementation.
- 1) One (1) of the three (3) ETS's should be dedicated to organizational capacity-building activities that directly relates to programs/districts specific economic development goals.
 - 2) The organization is required to have a written work plan adopted by the Board of Directors that reflects projects and activities in each of the Four Points towards realization of outcomes of the three (3) Economic Transformation Strategies.
- I. The organization has adopted, and abides by, the following organizational policies as recommended by the IRS and the New Mexico Attorney General's office:
- 1) Conflict of Interest policy: All members of the Board of Directors or Steering Committee must sign a Conflict of Interest Disclosure statement in accordance with the adopted Conflict of Interest policy,
 - 2) Records and Retention and Destruction policy,
 - 3) Whistleblower Protections policy,
 - 4) Fiscal Controls/Financial Management policy, and
 - 5) Non-discrimination policy.
- J. Upon revision to the local MainStreet organization's operational bylaws and/or amendment of its Articles of Incorporation, the local organization will provide NMMS with updated copies.
- K. The organization hires an Executive Director to oversee day-to-day operations of the nonprofit (see Attachment 1, Table 1), to provide outreach and support to the MainStreet District's constituents, attend required meetings and trainings and support the Board and its committees in implementing the goals, projects, and activities outlined in Board-adopted ETS's.
- 1) The Board of Directors provides the Executive Director with a written job description; an appropriate annual staff work plan based on the organization's annual work plan; and at minimum an annual job performance review.
 - 2) The Board of Directors ensures the Executive Director has an office equipped to conduct the work of the program.
 - 3) The Board of Directors maintains adequate funding for the Executive Director's expenses in building skills knowledge and expertise to assist the organization through the trainings and programs offered by NMMS and the NMSC.
- L. Meet all NMSC Accreditation Standards needed to maintain status as a Main Street America Affiliate or Accredited program. Provide evidence of annual compliance with all programmatic requirements of the NMMS program including legal compliance documents, annual work plans, operating budgets, assessment surveys, progress reporting and adoption of required policies.
- M. The organization agrees to meet all requirements for reporting NMMS reinvestment statistics.
- 1) The organization agrees to submit Quarterly Reports to NMMS as established by the state legislature, tracking performance measures for the program. Reports are submitted according to the following schedule:
 1. The First Quarter Report, July 1 through September 30 is due October 10.
 2. The Second Quarter Report, Oct 1 through December 31 is due January 10
 3. The Third Quarter Report, January 1 through March 31 is due April 10
 4. The Fourth Quarter Report, April 1 through June 30 is due July 10.

- 2) The organization ensures the timely filing of all other reports and surveys required by the NMSC, the State Legislature, the NMEDD, and, where applicable, municipal and governmental partners.
- N. The organization's Staff and Board members participate in an annual NMMS assessment to review organization and staff performance.
- O. The organization will notify NMMS of any changes to contact information for the local program office, Executive Director, Board President, Board Members and Committee Chairs.

III. REQUIREMENTS OF THE LOCAL GOVERNMENT PARTNER – CITY OF ALAMOGORDO

The Main Street Four-Point Approach® for comprehensive economic growth and revitalization of historic and traditional commercial neighborhood districts requires a cooperative, working partnership of the public and private sectors to succeed.

With the execution of this MOU, the NMMS program requires each local MainStreet program to have in place an annual resolution of financial support adopted by the local government stating its support and funding commitment to the local MainStreet organization. Each year, the annual resolution by the governing body will need to be approved and delivered to the NMMS office as a condition of receiving services or funding from NMMS. Failure to adopt such resolution of financial support, or to provide the required financial resources, may result in the suspension of the services provided by NMMS and designation of the local organization as "inactive."

- A. NMMS requires the local government partner to enter into an annual service contract (or similar procurement mechanism in accordance with local policies and standards) for such financial support based on the adopted District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan and the ETS, with the local MainStreet organization. Contracts should specify the commitment of resources in accordance with the *New Mexico MainStreet Program Guidelines* (minimum funding contributions by the local government partner are described in Attachment 1, Table 1) and shall include deliverables and/or services relevant to the revitalization of the downtown MainStreet District and/or Arts & Cultural District under the specifications of an adopted Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan for the District(s) and in alignment with the selected ETS's.
- B. Coordinate planning and implementation of revitalization projects through designated/appointed liaisons (local government Manager, Administrator, or Planning Director).
- C. Where applicable, adopt appropriate ordinances, tools (LEDA, etc.), plans (District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan) and include projects on local Infrastructure Capital Improvement Plans (ICIP) to support the district revitalization. The local government partner will dedicate economic development funding to priority economic development projects identified in adopted ordinances, tools, and plans, and agrees to administer state and federal funds with the MainStreet organization partner.
- D. Partner in public infrastructure reinvestment in the district by administering funds in a timely manner, coordinating projects and managing capital outlay or other state or federal funds dedicated to revitalization projects.
- E. Assist the MainStreet and/or Arts & Cultural District organization, where applicable, with collection and dissemination of relevant information, plans and statistics that support the district economic revitalization or reporting to the New Mexico State Legislature through the NMMS program.

IV. REQUIREMENTS OF THE NEW MEXICO MAINSTREET PROGRAM

NMMS, in consideration of financial resources established annually through the New Mexico State Legislature, will provide the following services to designated MainStreet communities (inclusive of the local government partner, local MainStreet organization, and businesses/property owners within the MainStreet district):

- A. Through its staff or contractors, provide technical assistance relevant to the *Main Street Four-Point Approach*® and other commercial district economic growth, revitalization and management topics. Each

local organization may request services from NMMS, through submission of a Service Request Form to the NMMS Director.

- B. Provide trainings, institutes, workshops and conferences to support the community revitalization work of organizations and local government partners, and the professional development of Executive Directors and Board Members, including Executive Director State-Certification.
- C. Conduct an annual Accreditation Review of the local MainStreet organization, a comprehensive assessment of the program's accomplishments under the Main Street Four-Point Approach® with recommendations required of the organization as a State-Designated Revitalization Partner.
- D. Seek, manage and coordinate public resources (capital outlay, public infrastructure or other state/federal funds) and partnership grants for the implementation of local revitalization projects.
- E. Supplies NMSC network membership dues and discounted registration fees for trainings, institutes, workshops and conferences, as funding is available.

V. SUBLICENSES

Designated Main Street America Affiliate and Accredited Programs must sign an annual sublicensing agreement established by the NMSC and implemented through the NMMS State Coordinating Program. The sublicensing agreements establish guidelines for participation and use of Main Street America Logos and Branding.

VI. MAIN STREET AMERICA ACCREDITATION

Consideration for Accreditation by the National Main Street Center (NMSC) applies only to organizations that implement their Economic Transformation Strategies, track and fulfill performance measures, and meet the Standards of Performance established by the NMSC (Attachment 1, Section IV, C).

VII. NONCOMPLIANCE

An organization that is unable to meet its programs requirements, especially organizations with minimum budget and staff salaries, does not maintain its agreements with local government, or does not follow the Main Street Four-Point Approach® may be re-designated and NMMS services may be suspended. The Economic Development Department may also notify programs of termination of the MOU at the New Mexico MainStreet Director's recommendation. Upon cancellation of the MOU, NMMS will no longer provide services to the organization and local government partner and they will be ineligible to apply for NMMS funding opportunities. The organization may be further prohibited from using the Main Street name, a trademark of the National Main Street Center, Inc. Inactive programs must reapply to NMMS for designation through the NMMS Accelerator Process.

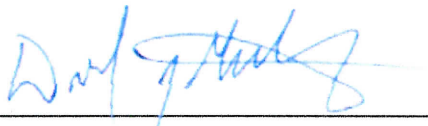
VIII. AGREEMENT

The parties hereunder do mutually agree that they have read and fully understand the obligations and responsibilities in operating as a partner with the New Mexico Economic Development Department's New Mexico MainStreet program as a MainStreet and/or Arts & Cultural District organization with the New Mexico MainStreet Program as stated herein and in Attachment 1 (*New Mexico MainStreet Program Guidelines*) accompanying this MOU. The parties further agree to abide by the terms of this MOU, implementing it to the best of their ability, with the assistance of services and resources (when available) provided through the New Mexico MainStreet program, and in accordance with the Main Street Four-Point Approach® as defined by the National Main Street Center, Inc.

The local MainStreet and/or Arts & Cultural District organization, local government partner and New Mexico MainStreet program hereby mutually agree to support the revitalization of the designated MainStreet and/or Arts & Cultural District under the specifications listed herein and in Attachment 1 (*New Mexico MainStreet Program Guidelines*) accompanying this MOU.

We do hereby sign:

On behalf of New Mexico MainStreet Program, a program of the New Mexico Economic Development Department:

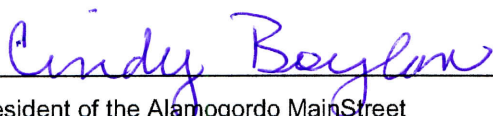


6/8/2020

Director, New Mexico MainStreet Program

Date

On behalf of the Local MainStreet/Arts & Cultural District Organization:



6/9/2020

President of the Alamogordo MainStreet

Date

On behalf of the Local Government Partner:

Mayor/Manager/Representative of the City of Alamogordo

Date

Please enclose the annual resolution of the City Council, County Commission or Tribal Council identifying financial support for the MainStreet organization. Also attach any other working agreements or contracts between the *City of Alamogordo* and the *Alamogordo MainStreet organization*.



Attachment 1: New Mexico MainStreet Program Guidelines

for July 1, 2020 through June 30, 2022

I. Background

Mission: The New Mexico MainStreet Program fosters economic development in the state by supporting local MainStreet/Arts & Cultural District revitalization organizations and their local government partner in their economic work in downtowns and adjacent neighborhoods. The Program provides resources, education, training and services for asset-based economic growth that builds local knowledge and skills based on the Main Street Four -Point Approach®, which preserves and enhances the built environment, supports district businesses and entrepreneur development, and conserves and interprets local culture and heritage resulting in increased economic vitality of each participating local MainStreet district.

New Mexico MainStreet (NMMS) is a designated “Main Street America Coordinating Program” of the National Main Street Center, Inc. (NMSC), a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department (NMEDD) is licensed and accredited annually by the NMSC to administer and manage the Main Street Center’s registered trademark revitalization program in New Mexico providing services, resources and technical assistance to help implement the *Main Street Four-Point Approach®* to local organizations.

NMMS is delegated by state statute (Main Street Act, NMSA 1978, 3-60B-1 to 3-60B-4 and the Arts and Cultural District Act, NMSA 1978 15-5A-1 to 15-5A-7 NMSA 1978), and through NMEDD, to assist communities in building capacity in community economic development that creates jobs, supports commercial property owners, mitigates leakage, grows businesses, encourages entrepreneurs, benefits the local economy, and raises the quality of life for its residents. The NMMS program was launched in 1984 and accepted its first designated organizations in 1985. NMMS is responsible for coordinating and orchestrating resources, services, and professional technical assistance to its organizations via several programs and initiatives. For more information, visit the NMMS website: www.nmmainstreet.org.

II. New Mexico MainStreet and Main Street America Designations

Local New Mexico MainStreet programs are established as public-private, community economic development partnership programs dedicated to revitalization and economic growth of traditional and/or historic commercial centers. Local programs are tiered, based on local capacity/development and receive resources, technical assistance and support from NMMS concurrent with their program designation or authorization. Local communities enter the program through an Accelerator process to bring the organization up to full capacity within 18 months. It is an intensive coaching and start-up process in the Four Point Main Street Approach®™. Successfully graduating from the Accelerator Process leads to designation as a National Main Street Center “Main Street America” program and makes the community part of a larger network with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns.

- A. Designation as Main Street America Affiliate™ or Accredited™ Program:** NMMS, as a licensed and accredited State Coordinating Program, annually awards local Mainstreet programs with a Main Street America Affiliate™ or Main Street America Accredited™ designation based on progress in the prior 12 months toward meeting the National Main Street Center's Performance Requirements and Operating Standards (outlined in Section IV, C of this document).
- 1) **Main Street America Affiliate™** status is for revitalization programs that have completed the NMMS Accelerator Process benchmarks and are building their organizational capacity utilizing their Economic Transformation Strategies (ETS) that engage the Main Street Four-Point Approach® to develop their goals and annual implementation plans. Affiliate Programs are building their operational capacity and their programmatic engagement with demonstrable economic performance toward completing goals of the ETS leading to Main Street America Accredited designation.
 - 2) **Main Street America Accredited™** status is for programs or organizations that demonstrate success in planning, implementing, and measuring successful Economic Transformation Strategies utilizing the Main Street Four-Point Approach®. Accredited programs have fully engaged Boards, committees or task groups working in all Four Points and a paid Executive Director commensurate with the requirements listed in Table 1 (*Budget and Staffing*) based on the size of the community. Accredited programs establish, monitor and report rigorous outcome performance measurements and document achievement under all Six Standards of Performance established by the National Main Street Center, Inc.
- B. Sublicensing Agreements for Main Street America Affiliate and Accredited programs:**
- 1) New Mexico MainStreet organizations designated as a Main Street America Affiliate or Accredited program must sign an annual sublicensing agreement established by the NMSC and implemented through the NMMS Coordinating Program.
 - 2) The sub-licensing agreements establish guidelines for participation and requisite use of Main Street America Logos and Branding.
- C. New Mexico Arts & Cultural District Program and Designation:** The Arts & Cultural Districts Program (ACD), was established by the legislature in 2007 and statutorily attached to New Mexico MainStreet, to assist communities in developing their cultural and creative economy resources to create dynamic and economically vibrant districts. The ACD Program is a joint effort of three state agencies, New Mexico MainStreet, New Mexico Arts Division, and Historic Preservation Division (HPD). The NMMS Director, by statute, serves as the ACD Coordinator overseeing the program. The New Mexico Arts Commission authorizes new districts, compounds and institutions based on recommendations from the ACD Coordinator, and HPD administers the NM State Income Tax Credit for Preservation of Cultural Properties that provides a doubling of the available tax credit when a listed property is located within the boundaries of a State-Authorized ACD.
- 1) **Start-Up Arts & Cultural District Designation:** When state resources allow, municipalities, citizens, NMMS Organizations or other nonprofit organizations can apply to NMMS through a competitive application process for ACD Start-Up designation to develop strategies to grow their arts, cultural, and creative economy assets.
 - ACD Start-Up's must complete the ACD Start-Up Performance Benchmarks that includes organizational, financial, planning, and image development modules that build local capacity, develops local arts and cultural assets, and help develop a cohesive and well-recognized Arts & Cultural district with a high concentration of cultural facilities and programs that serve as the main anchors of economic and destination development. A comprehensive outline of the Start-Up process and list of benchmarks is available for download at www.nmmainstreet.org/resource.
 - 2) **State-Authorized Arts & Cultural District Designation:** MainStreet Programs that have completed the ACD Start-Up benchmarks, established arts and cultural assets and programming, have a developed, cohesive, easily recognizable District, and have an adopted Cultural Economic

Development Plan can petition the NMMS Director/ACD Coordinator and NM Arts Commission for designation as a State-Authorized Arts & Cultural District.

- State Authorization enables the doubling of the state's historic tax credits (up to \$50,000) for rehabilitation of eligible historic commercial properties listed on the State Register of cultural properties within the district's boundary.
- Enables local MS/ACD program to apply for NMMS Capital Outlay Public Infrastructure projects identified in the adopted Cultural Economic Development Plan.
- Access to Four Point technical assistance to implement arts, cultural, and creative economy projects in the district.
- Will be included in Statewide branding and marketing of the Districts as an arts and cultural destination.
- Through municipal adoption of the Local Economic Development Act (LEDA), qualifying entities under the "cultural facilities" definition can apply for local and state LEDA funds for public/private economic development projects prioritized in the ACD Cultural Economic Development Plan, Master Plan, and/or MRA Plan.
- As funded by the New Mexico Legislature, access to the Department of Cultural Affairs "Arts and Cultural District Fund."

D. MainStreet programs with Start-Up or State-Authorized Arts & Cultural District (ACD): In addition to NMMS and National Main Street Operations and Performance Standards (see Section IV. Performance Requirements and Operating Standards), programs with a Start-Up or State-Authorized ACD designation must also meet the following guidelines:

- 1) The organization shall meet all the statutory obligations of the Arts & Cultural District Act (2007).
- 2) The organization shall meet all policy requirements established by the State ACD Council:
 - Quarterly/Semi-Annual Reporting
 - Creative economy benchmarks and performance measures
- 3) The organization shall work with their local government partner to complete an ACD Cultural Economic Development Plan adopted by the local governing body.
- 4) MainStreet programs having chosen and received Start-Up or State Authorized ACD designation shall add, or dedicate at least one of their ETS's to ACD/creative economy work.
 - The ACD Cultural Economic Development Plan will help guide the development of ACD ETS to grow the District's Cultural Economy.
 - Goals of the ETS shall be integrated into the annual work plan and budget of the MainStreet organization.
- 5) Establish and maintain a standing ACD Coordinating Council, Committee, or Taskforce dedicated to implementing ACD/creative economy work:
 - The ACD Coordinating Council Committee, Council, or Taskforce should include artists, artist organizations, and cultural and creative entrepreneurs.
 - The MainStreet Board is responsible for ensuring adequate staffing, resourcing or support to the ACD Coordinating Council, Committee, or Taskforce.
 - With the support of staff, the ACD Coordinating Council, Committee, or Taskforce shall prioritize and implement projects in the Board-adopted ETS's, and in line with the Cultural Economic Development Plan adopted by local government.
 - The Coordinating Council shall contribute to, and participate in the annual performance or accreditation reviews conducted by NMMS.

- 6) ACD staff (and, when possible, ACD Coordinating Council, Committee, or Taskforce members) shall participate in in NMMS trainings, conferences, and institutes.

III. Economic Transformation Strategies and Community Revitalization

The local MainStreet organization is required to set three (3) NMMS-approved Economic Transformation Strategies (ETS) for the District based on one of the adopted economic development plans. Of the three ETS, one should be dedicated to organizational capacity building and is not directly related to specific economic development goals. An annual work plan is developed based on the three (3) ETS. All work in the “Main Street Four-Point Approach®” (Organization, Design, Promotion, and Economic Vitality), should directly support outcomes established under the ETS strategies. Work teams, task forces or committees are established to implement projects that advance each strategy.

The focus of the annual performance review of each local organization will be based on the positive outcomes of the Board and staff in meeting performance metrics in the annual work plan related to each ETS strategy and the engagement of each of the Four Points by the organization in meeting each strategy.

ETS strategies should be concrete, specifically defined, and achievable with the existing resources of the local organization. Local resources include volunteers established as committees/taskforces/work teams, funding, and adopted revitalization and redevelopment tools necessary for successful completion of each of the annual strategies. Requests for NMMS services, resources and support are available to help achieve these annual economic development strategies.

Annual strategies are derived from:

- For **Main Street America Affiliate or Accredited programs, or State Authorized Arts & Cultural Districts:**
 - Adopted District Master Plans, Metropolitan Redevelopment Area Plans, District Cultural Economic Development Plans
- For communities engaged in the **New Mexico MainStreet Accelerator or Arts & Cultural District Start-Up** process:
 - NMMS Readiness Assessment and/or Resource Team Report
 - Other Accelerator or Start-Up benchmarks established by NMMS

Based on designation of the local **MainStreet and/or Arts & Cultural District** organization as a Main Street America Affiliate™, Main Street America Accredited™ program, NMMS will provide professional assistance and support through the Main Street Four-Point Approach® tied to ETS’s and annual work plans via a service request form submitted to NMMS. NMMS will work with the local governing body and the local organization to identify and apply for funding for planning and infrastructure/capital investments within the district identified as priority projects in adopted plans. Priority is given to those MainStreet projects on the Infrastructure Capital Improvement Plans; additional bonus points on competitive applications may also be considered.

IV. Performance Requirements and Operating Standards

A. Requirements for Local MainStreet Organizations

Maintaining a Main Street America Affiliate or Accredited Program can lead to access to additional specialized technical support, incentive programs, and resources, and serves as a pre-requisite to apply for MainStreet Public Infrastructure funds and operations/project funding through NMMS Partners (MFA, NMFA, FundIt, and other federal, state and foundation grantors partnering with NMMS). Maintaining a Main Street America Accredited program also ensures access to scholarships and grants from the New Mexico Resiliency Alliance (NMRA) and it’s funding partners.

New Mexico MainStreet maintains a digital dashboard (www.nmmainstreet.org/dashboard/login.php) to track annual compliance filings and monitor progress toward State Certification and National Accreditation. Local MainStreet organizations are responsible for uploading compliance and other required filings on an annual basis.

A local MainStreet organization designated by NMMS of the NMEDD must meet or exceed the following requirements to maintain its designation:

- 1) *MOU*: The organization has a fully executed Memorandum of Understanding with the Economic Development Department and Local Government Partner.
- 2) *Contract/MOU/LOA with Local Government Partner*: It is required that the local MainStreet organization have a separate annual contract for services with the municipality and/or county to do community economic development work within the designated district, outlining expectations of the municipality and clearly defined deliverables for its financial support of the local MainStreet organization. The organization must provide NMMS with a copy of the executed agreement annually.
- 3) Resolution of Support and Funding by the Local Government Partner (City Council, County or Tribal Commission). Each MainStreet and/or Arts & Cultural District program must have in place a biennial MOU with NMEDD's NMMS program and the local governing body, along with an annual resolution adopted by the local government partner for the term of the MOU stating its support and funding commitment to the local MainStreet organization. If the resolution is for only the first year of this MOU, then a new resolution by the governing body will need to be approved and delivered to NMMS prior to services from NMMS continuing into the second year of the two-year MOU cycle. Failure to adopt such resolution of financial support, or to provide the operational resources to sustain the Public-Private Partnership, may result in the suspension of the services provided by NMMS. The annual funding commitment required of the local government partner is described in Table 1 below.
- 4) The MainStreet organization is required to engage in fundraising and resource development activities needed to meet the minimum operational budget requirements for a Main Street America Program (Table 1).

Table 1: Budget and staffing requirements for New Mexico MainStreet/Main Street America organizations.

	<i>Rural Community</i>	<i>Small Community</i>	<i>Mid-Size Community or Commercial Neighborhood</i>	<i>Large Community or Urban Program</i>
Population	< 5,000	5,001 - 15,000	15,001 - 50,000	> 50,000
Min. Operating Budget for Main Street America Affiliate program	\$25,000	\$45,000	\$60,000	\$100,000+
Min. Operating Budget for Main Street America Accredited Program	\$40,000	\$60,000		\$100,000+
Required Contribution to local MainStreet program by Local Gov't Partner	\$20,000	\$35,000	\$40,000	\$60,000
Executive Director Staffing Requirement, MainStreet America Affiliate (hrs/wk)	20	30		
Executive Director Staffing Requirement, Main Street America Accredited program (hrs/wk)	20	40		
NMMS Accelerator and ACD Start-Up process Designate	\$15,000 from local government; no staffing requirement			

*Note: operating at minimum budget/staffing benchmarks is usually not adequate to advance Four Point projects.

B. Participation Requirements for Local MainStreet/ACD Organizations

The MainStreet/Arts & Cultural District Executive Director and/or appropriate staff should attend NMMS Institute trainings as established by the State Coordinating Program to build their skills and knowledge.

1) Requirements for Executive Directors:

- Executive Director must attend the annual NMMS Winter Conference and NMMS Summer Institute.
- The Executive Director must complete the MainStreet Executive Directors Certification Program where they will receive one-time training in MainStreet Fundamentals.
 - Executive Directors wishing to substitute equivalent training courses, or to receive a waiver for previously-attended trainings, must obtain prior written approval from NMMS and proper documentation must be provided when courses are completed.
- An Executive Director must attend a National Main Street Conference within the first two years of employment and at least once every four years to keep up-to-date on the accomplishments and innovations of other MainStreet leaders nationally.
 - The organization, through reimbursement or other schedule of payment, assumes the costs of the Executive Director's participation in all required trainings.

2) Board President/Board Members:

- The local organization Board President is expected to attend one of the following each year: NMMS Winter Conference, NMMS Summer Institute, or national Main Street Now conference.
- The Board President and other Board members shall attend any required Board member trainings established by NMMS.

C. National Main Street Center Standards of Performance

- 1) *Main Street America Accreditation:* Consideration for Accreditation by the National Main Street Center applies only to those local MainStreet organizations implementing their Economic Transformation Strategies, tracking and fulfilling performance measures, and meeting the NMSC Standards of Performance, listed below. A comprehensive listing of the indicators and scoring process is available for download at www.nmmainstreet.org/resource.
 1. Broad-based Community Commitment
 2. Inclusive Leadership & Organizational Capacity
 3. Diverse and Sustainable Funding
 4. Strategy-Driven Programming
 5. Preservation-Based Economic Development
 6. Demonstrated Impact & Result

V. Resources Provided by New Mexico MainStreet:

NMMS is funded through the New Mexico State Legislature and provides a variety of resources to designated communities including access to professional technical assistance, economic growth and revitalization supports, networking, and education as described in the following pages:

A. Technical Assistance Services

Through its staff or contractors, NMMS will provide technical assistance in a variety of subject areas relevant to the *Main Street Four-Point Approach®* and other commercial district economic growth, revitalization and management topics. Each local organization may request on-site, email, and/or telephone consultation(s) from NMMS. Access to Technical Assistance is initiated through submission of a Service Request Form to the NMMS Director/ACD Coordinator. Upon receiving the service request, the NMMS Director/ACD Coordinator will assign the appropriate Revitalization Specialist(s) to coordinate design and delivery of services, on-site visits and/or other communications. Service request forms, along with descriptions of available services are available online at: nmmainstreet.org/resource/programs/.

Technical Assistance services include, but are not limited to:

- **Organization:** Organizational development consultants provide facilitation in strategic planning, visioning and mission statements, work plan development, resource development, leadership and volunteer development, succession planning, nonprofit management, committee training, staff training, and continuous quality improvement of the program.
- **Marketing and Promotion:** Promotion, Marketing and Graphic Design specialists offer assistance with image development and branding, marketing strategies, logo design, promotional and collateral materials development, event planning, visual merchandising, media relationships, online/social media, publicity and advertising.
- **Economic Vitality:** Economists, business, and property development specialists provide technical assistance and training in market analysis, business strengthening and recruitment, real estate development, economic development incentives, revitalization financing tools, placemaking, and program progress and impacts monitoring.
- **Architectural and Design Services:** Architects and Planners provide conceptual design services for façade improvements, floor plans, parking, landscape, signage and interior improvements.
 - a. **Design Intensives:** Specialized, local volunteer-driven, on-site design intensives are offered by the NMMS Design Team through application (when available) to the MainStreet Placemaking, and MainStreet Façade Squad, and other architectural restoration.
- **Planning and Historic Preservation:** Planners and design professionals provide assistance in placemaking, historic preservation, community-based planning processes, streetscape design, vehicular and pedestrian circulation enhancements, parks, way-finding design, district master planning, metropolitan redevelopment plans, urban planning, and zoning.
- **Arts & Cultural/Creative Economy Resources Development:** Cultural Resource consultants, in partnership with staff and consultants from New Mexico Arts, offer technical assistance and services related to protection, development and promotion of arts and cultural resources, cultural facilities and historic properties to enhance the local creative economy supporting cultural entrepreneurs, creative enterprises and industries.

B. Other Resources

New Mexico MainStreet provides a variety of resources and partnerships to assist local communities and organizations with the revitalization of their traditional or historic commercial district. These include:

- **Trainings, Workshops, Conferences, and Institutes:** Annually, NMMS identifies opportunities for intermediate and advanced-level trainings in specific areas of the Main Street Four-Point Approach® to strengthen and build skills for organizational and municipal leaders and partnering organizations.
 - *Annual NMMS Winter Conference and NMMS Summer Institute*
 - Multi-part series on Grant Writing and Nonprofit Fundraising for local MainStreet leaders

- *Online trainings:* NMMS provides webinars, videos or other online training opportunities to build capacity of staff, community leaders and organization volunteers in support of the district economic growth and revitalization.
- *NMMS Executive Director Boot Camp and Certification Program:* Executive Directors seeking to develop a professional career path within MainStreet may apply for the State-Certification program. Upon successful completion of the basic, intermediate and advance trainings, Directors receive status as a State-Certified Executive Director.
- *Marketing:* NMMS and NMEDD provide statewide marketing opportunities for local MainStreet organizations/districts, initiatives and activities through its websites (www.goNM.biz, www.nmmainstreet.org, www.offtheroadnm.org), social media platforms, e-newsletters, and *Choose MainStreet* marketing campaign.
- *Information and Networking:* Through regular email, list serves, mailings, websites and meetings, NMMS provides timely notice on grant and partnership opportunities, guidance on innovative revitalization tools and techniques, and helps with addressing the multiple challenges that arise during the day-to-day course of each local organization's MainStreet efforts.
- *Accreditation Review:* Accreditation by the NMSC recognizes achievement under the Standards of Performance established by the National Main Street Center, Inc. NMMS conducts an annual accreditation review – a comprehensive assessment of the program's accomplishments under the Main Street Four-Point Approach® for the previous calendar year. Participation in the Accreditation review is required and the NMMS Director prepares recommendations for the NMSC in the final quarter of each year, based on the performance of the previous 12 months. Main Street America Accreditation is also contingent upon meeting all compliance requirements listed in preceding sections.
- *National Main Street Network Membership:* The state program pays each local organization's annual network membership fee to the NMSC. Membership benefits include the monthly *Main Street News*, discounted conference and workshop registration fees, access to members-only informational resources on the NMSC website, and member rates on publications.
 - National Main Street Center Conference – Main Street Now: Annually, NMMS provides discounted basic registration for Main Street America Affiliate and Accredited programs to help each Executive Director attend the Main Street Now conference. Local organizations meeting all annual performance standards for Main Street America Accredited programs are also provided one (1) additional discounted basic registration to the NMSC conference for a member of the Board of Directors when funding is available.
- *MainStreet Public Infrastructure Funding:* MainStreet America Affiliate, MainStreet America Accredited, and Arts & Cultural District programs are eligible to apply for NMMS Capital Outlay Public infrastructure funding for priority pedestrian safety upgrades and infrastructure improvements within designated MainStreet Districts
 - NMEDD works with the State Legislature and Governor to appropriate Public Infrastructure funds, which are then awarded on a competitive basis with particular emphasis on construction-ready projects and organizational commitment to leverage such funds for direct economic growth and private sector reinvestment.
- *MainStreet Partnership Grants and Resources:* NMMS works closely with several other state agencies including the Tourism Department, Historic Preservation Division, New Mexico Arts Division, and the Department of Transportation as well as other statewide partnering organizations that share a common vision including the New Mexico Coalition of MainStreet Communities (NMCMS) and the New Mexico Resiliency Alliance (NMRA).
 - The State Coordinating Program also works with statewide nonprofit and corporate funding partner organizations that provide funding opportunities to local MainStreet/ACD programs to access and coordinate resources for district economic development and revitalization projects.

ALAMOGORDO MAINSTREET PROFESSIONAL SERVICES AGREEMENT

This professional services agreement ("this Agreement") is effective July 1, 2020, between the City of Alamogordo, New Mexico, a municipal corporation (the "City") whose notice address is 1376 East Ninth St, Alamogordo, New Mexico, 88310, and Alamogordo MainStreet (the "Contractor") whose notice address is 919 New York Ave, Alamogordo, New Mexico, 88310 (collectively the "Parties").

Alamogordo MainStreet - Mission and Purpose:

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

1. SCOPE OF SERVICES

As Part of Basic Services, the Contractor shall conduct the following activities:

- A. ORGANIZATION - provide unified management and coordination for the economic development of Alamogordo and Otero County through revitalization within the historic central business district, promotion of tourism and historic cultural preservation.
 - i. Operate in accordance with the New Mexico MainStreet guidelines and objectives.
 - ii. Strengthen the role and relationship between Alamogordo MainStreet, Alamogordo businesses and the NM MainStreet program, related to technical assistance for Design, Economic Positioning, Organization and Promotions projects.
 - iii. Work closely with city, county and state elected officials and professional staff, the Alamogordo Chamber of Commerce, Otero County Economic Development Council, the Small Business Development Center and all organizations, individuals, and entities in order to draw on resources to augment the work of its staff and board to bring projects to completion and meet common goals.
 - iv. Work with and coordinate activities between community civic groups, Alamogordo businesses, financial institutions, and public entities; forge new and strong relationships with public and private agencies and the business community to ensure teamwork for the success of the Alamogordo MainStreet Project.
 - v. Develop an annual work plan for the implementation of the Alamogordo MainStreet Project, which will identify the roles of Alamogordo MainStreet and collaborators, define goals and objectives, as well as establish strategies and a time line for completion. The work plan, will be the basis for a process evaluation for the Alamogordo MainStreet Project. Alamogordo MainStreet will submit the annual work plan within a thirty (30) day period after this Agreement is fully executed. During the term of this agreement, Alamogordo MainStreet will develop annual work plan for the subsequent fiscal year in accordance with section (v.) of this agreement and be incorporated as attachment "A" in the subsequent fiscal year agreement. The work plan will be submitted through Planning and Zoning department.

- vi. Continue to foster and support the employment of an Executive Director. The MainStreet Executive Director will be the principal onsite staff person responsible for coordinating all project activities and volunteers locally, as well as for representing the community regionally and nationally as appropriate, and working with the New Mexico MainStreet staff of the State Economic Development office. The director shall work closely with the Planning and Zoning Staff to facilitate City Staff interface, coordination, and other tasks and actions appropriate to this agreement.
- vii. The President of the Board and the Director of MainStreet Program shall present a program status presentation at least annually to the City Commission, normally in the month of December. In the presentation, submit a report that outlines the needs for the subsequent fiscal year for budgeting purposes. Moreover, the presentation shall cover a review of last year's activities, status of current projects, projects in the works for the next 12-month time period, and any other details that outline performance of the program. A six-month update, in the form of a single report, shall be submitted through Planning and Zoning to update City Staff and the City Commission, usually in the month of June.

Indicators: 1) Number of businesses, civic groups, community partners and other stakeholders that collaborate/partner with Alamogordo MainStreet helping to achieve the downtown master plan; 2) Number of businesses and volunteers that participate in promotional events and other central business district revitalization activities sponsored by Alamogordo MainStreet. 3) Revenues generated through fundraising, grants, or other revenue sources.

- B. PROMOTIONS - continue to develop and update a consistent promotion and marketing program for the MainStreet commercial district.
 - i. Coordinate activities that create a positive image of the MainStreet district through branding, advertising, retail and business promotions, marketing campaigns and hosting events and festivals.

Indicators: 1) Produce quality marketing products that bring the MainStreet brand alive and elevate the image of the historical MainStreet district; 2) Coordinate no less than two annual major projects and three minor activities. 3) Track participation in promotional activities as identified in the professional service agreement's work plan.

- C. DESIGN - continue to engage community members, businesses, property owners, local government and other stakeholders in design and implementation of projects for the MainStreet district, including, but not limited to improvements to building facades, street/landscaping activities, signage, and lighting to convey a positive visual message about the commercial district and what it has to offer.
 - i. Provide technical assistance to property and business owners within Downtown for upgrading their property within the boundaries of Alamogordo MainStreet.
 - ii. Lead community efforts to support and advance the mission and goals of Alamogordo project, including solicitation of capital outlay resources.
 - iii. Implement beautification and physical improvement projects in the MainStreet district;

recruit, manage, and oversee volunteers for cleanup campaigns and other beautification projects.

Indicators: 1) Exhibit a historic preservation ethic encouraging appropriate building renovations and design standards for the district consistent with section C and the activities outlined in the work plan.

D. ECONOMIC POSITIONING - continue to strengthen the existing economic assets of the MainStreet district while diversifying its economic base, including recruiting new businesses, marketing empty space, and strengthening the management capabilities of individual merchants.

- i. Enable local MainStreet programs to improve the economic health and vitality of the MainStreet district by responding to the needs of today's consumers and renewing the central business district's draw as a commercial center.
- ii. Track key statistics and serve as an information clearing house for this type of information.

Indicators: 1) Report summaries to City of Alamogordo on key economic indicators for the MainStreet district and explain how the findings in these economic indicators will lead to future activities in the upcoming fiscal year's work plan.

E. PERFORMANCE: Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent; perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices to be utilized by persons engaged in providing the services that are required of the Contractor hereunder in meeting its obligations under this Agreement.

2. COMPENSATION

For Basic Services, as described hereinafter, compensation shall be provided as follows:

A. Compensation Generally:

- (1) In consideration for the basic services rendered, the City shall pay to the Contractor to sum of \$40,000 for the fiscal year 2020-2021.
- (2) The Parties may agree to review and renegotiate the amount of compensation to be paid pursuant to this Agreement for subsequent fiscal years, and amend this Agreement accordingly. Said review shall occur during the regular budget process for the City.

B. Method of Payment:

The City will compensate the Contractor for the services rendered pursuant to this Agreement the sum of Forty thousand dollars (\$40,000), payable in twelve (12) equal monthly installments. Contractor shall submit monthly invoices to the City containing a detailed statement all services performed during the billing period, showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice. Payment in subsequent fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

C. Funding:

- (1) The Contractor shall diversify its funding base by collaborating with other community based organizations and shall seek funds from city, state and federal sources with additional funds being raised locally through membership, corporate sponsors and donations.

3. TERM OF AGREEMENT

The term of this Agreement shall be for one year, beginning on July 1, 2020 and end June 30, 2021. ("Term"), unless terminated pursuant to paragraphs 4,6,7,10,20, or 22 below.

4. TERMINATION

This Agreement may be terminated by either party upon sixty days prior written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. REPORTS AND AUDIT

- A. The Contractor shall maintain full and complete financial records kept in accordance with generally accepted accounting principles, which records shall be available for inspection by the City at reasonable times and upon reasonable notice.
- B. The Contractor shall submit an annual financial statement and progress report to the City designated representative and/or Governing Body of the City as requested.
- C. The Contractor shall maintain, for three (3) years, detailed time records which indicate the dates, time and nature of services rendered. These records shall be subject to inspection by the City and the State Auditor. The City shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive and/or illegal payments.

6. EVENTS OF DEFAULT

The Contractor shall be deemed to be in default and breach of this Agreement if the Contractor fails to perform the Basic Services of the Contractor under the Agreement and as when Basic Services are performed.

7. EFFECT OF DEFAULT

In the event of any default, as set forth in the preceding section, the City may terminate this agreement and pursue its remedies at law and equity.

8. INDEMNIFICATION

Contractor indemnifies City of Alamogordo against any claims, suits, liens, and judgments of whatever nature, including claims of contribution and/or indemnification, damage to property or other rights of any person or persons, caused by the Contractor.

9. INSURANCE

The Contractor shall obtain and maintain liability insurance coverage in the amount of one million

dollars (\$1 and shall name the City as an additional named insured on all insurance policies and shall provide the City with satisfactory proof of insurance.

10. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body of the City for the performance of this agreement. If sufficient appropriations and authorization are not made by the Governing Body of the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Alamogordo as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

12. SUBCONTRACTING

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

13. NO THIRD PARTY BENEFICIARIES

No agreement gives no rights or benefits other than the City and the Contractor has no third party beneficiaries.

14. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

15. RELEASE

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

16. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the City.

17. CONFLICT OF INTEREST

The Contractor 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 Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or City employee have been followed.

18. MERGER

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

19. NOTICE

The Procurements Code, Sections 13-1-28 through 12-1-199 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.

20. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws, rule, regulations and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

21. WORKERS' COMPENSATION COMPLIANCE

The Contractor agrees to comply with the state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the City reserves the right to terminate this Agreement.

22. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Alamogordo.

23. AMENDMENT

This agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the ___ day of _____, 2020.

CITY OF ALAMOGORDO

By: _____
Brian Cesar, City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

ALAMOGORDO MAINSTREET

By: _____
Cindy Boylan, President
Board of Directors
Alamogordo MainStreet Program

By: _____
Camdon Wilde, Director
Alamogordo MainStreet Program

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/23/2020

Report Date: 6/16/2020

Report No: 7.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2020-27 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 23, 2020. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Beginning Cash Balances \$0

Revenues 384,167 (Increase)

Expenditures 1,505,426 (Increase)

Transfers In 224,774 (Increase)

Transfers Out 224,774 (Increase)

Net Impact (1,121,259)

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 2020-27 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
3,546,450

FY20 BUDGET - RESOLUTION 2020-27 (#13) JUNE 23, 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	19,183,766	293,708	7,019,880	(6,726,172)	13,094,748	6,216,035	2,669,585	3,546,450
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	391,923	4,010,000	623,914	3,386,086	3,900,354	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	3,158,493	180,209		\$180,209
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	3,002,008	(3,002,008)	1,031,511	2,271,340	269,728	\$2,001,612
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	1,021,319	900,663	510,509	\$390,154
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	2,158,646	0	2,158,646	5,132,296	1,506,688		\$1,506,688
86	SOLID WASTE COLLECTION SYS.	458,723	2,291,579	0	136,255	(136,255)	2,247,788	366,259	158,023	\$208,236
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	1,421,625	274,450	82,406	192,044	1,624,244	1,025		\$1,025

**ALL FUNDS SUMMARY
BUDGET 2019-2020**

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Bal. Remaining
3,546,450

FY20 BUDGET - RESOLUTION 2020-27 (#13) JUNE 23, 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	372,366	200,000	47,933	152,067	428,217	108,785		\$108,785
94	OTERO GREENTREE REG LANDFILL	4,698,915	1,629,124	0	2,972	(2,972)	4,300,061	2,025,006		\$2,025,006
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)	8,549,041	4,034,203	534,720	\$3,499,483
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	70,955,372	22,579,468	22,579,468	0	94,974,896	35,473,328	6,005,475	29,467,852

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

3,546,450

FY20 BUDGET - RESOLUTION 2020-27 (#13) JUNE 23, 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	2,939,190	3,078,725
	Revision #4		198,120			0		198,120		198,120
	Total Revised Fund 11	6,853,189	19,183,766	293,708	7,019,880	(6,726,172)	13,094,748	6,216,035	2,669,585	3,546,450
12	INTERNAL SERVICE FUND	82,565	413,572	2,770,207	40,826	2,729,381	3,212,366	13,152		\$13,152
	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	391,876	4,010,000	623,914	3,386,086	3,900,307	2,024		\$2,024
	Revision #2		47			0	47	0		\$0
	Total Revised Fund 32	124,369	391,923	4,010,000	623,914	3,386,086	3,900,354	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	2,121,700	1,370,159	153,157	1,217,002	3,042,304	296,398		\$296,398
	Revision #1					0	116,189	(116,189)		(\$116,189)
	Total Revised Fund 44	0	2,121,700	1,370,159	153,157	1,217,002	3,158,493	180,209		180,209
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
	Revision #1				224,774	(224,774)	0	(224,774)		(\$224,774)
	Total Revised Fund 49	4,373,647	1,931,212	0	3,002,008	(3,002,008)	1,031,511	2,271,340	269,728	2,001,612
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
	Revision #1					0	301	(301)		(\$301)
	Total Revised Fund 53	872,135	1,049,847	0	0	0	1,021,319	900,663	510,509	390,154
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	919,966	588,400	2,379	586,021	1,521,466	6,151		\$6,151
	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	20,641,878	2,744,578	2,071,120	673,458	29,356,028	2,223,361	946,315	\$1,277,046
	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
	Revision #1			224,774		224,774	0	224,774		\$224,774
	Total Revised Fund 82	1,253,517	3,226,821	2,158,646	0	2,158,646	5,132,296	1,506,688	0	1,506,688
86	SOLID WASTE COLLECTION SYS.	458,723	2,291,579	0	136,255	(136,255)	2,147,788	466,259	158,023	\$308,236
	Revision #5					0	100,000	(100,000)		(\$100,000)
	Total Revised Fund 86	458,723	2,291,579	0	136,255	(136,255)	2,247,788	366,259	158,023	208,236
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
	Revision #6		151,000			0	150,000	1,000		\$1,000
	Total Revised Fund 90	11,600	1,421,625	274,450	82,406	192,044	1,624,244	1,025	0	1,025
91	AIRPORT	12,569	337,366	200,000	47,933	152,067	389,328	112,674		\$112,674

	Revision #1		35,000			0	38,889	(3,889)		(\$3,889)
	Total Revised Fund 91	12,569	372,366	200,000	47,933	152,067	428,217	108,785	0	108,785
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
	Revision #3					0	600,000	(600,000)		(\$600,000)
	Total Revised Fund 94	4,698,915	1,629,124	0	2,972	(2,972)	4,300,061	2,025,006	0	2,025,006
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
	Revision #1					0	500,000	(500,000)		(\$500,000)
	Total Revised Fund 109	11,931,219	3,873,463	0	3,221,438	(3,221,438)	8,549,041	4,034,203	534,720	3,499,483
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	823,711	0	109	(109)	1,012,397	708,304	78,002	\$630,302
	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	70,955,372	22,579,468	22,579,468	0	94,974,896	35,473,328	6,005,475	29,467,852

Resolution # 2020-27 June 23, 2020

RECURRING/
NON-
RECURRING

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
<u>REVISION #1</u>					
This budget revision is to cover year end expenses or correct mis-adjustments from the FY2020 re-projections					
44	TRANSPORTATION				
	<i>Expenditures</i>				
	044-9799-990.68-99	Capital Outlay - ICIP	1,316,347	116,189	1,432,536
		Total Expenditures	1,316,347	116,189	1,432,536
49	1986 GROSS RECEIPTS TAX				
	<i>Transfers Out</i>				
	049-0000-491.18-82	Transfer to Fund 82	539,456	224,774	764,230
		Total Transfer	539,456	224,774	764,230
53	GENERAL OBLIGATION				
	<i>Expenditures</i>				
	053-0000-471.72-16	2014B GO Bond - Streets	145,206	1	145,207
	053-0000-471.72-17	2017 GO Bond	147,350	300	147,650
		Total Expenditures	292,556	301	292,857
82	98 JT WATER/SEWER BOND P&I				
	<i>Transfers In</i>				
	082-0000-391.19-49	Transfer From Fund 49	539,456	224,774	764,230
		Total Transfer	539,456	224,774	764,230
91	AIRPORT				
	<i>Revenues</i>				
	091-0000-317.16-13	State Grant	116,240	35,000	151,240
		Total Revenues	116,240	35,000	151,240
	<i>Expenditures</i>				
	091-0006-459.61-60	Capital Equipment	117,961	38,889	156,850
		Total Expenditures	117,961	38,889	156,850
109	2004 GRT CAPITAL OUTLAY				
	<i>Expenditures</i>				
	109-9003-460.65-29	Street Capital	4,661,652	500,000	5,161,652
		Total Revenues	4,661,652	500,000	5,161,652

REVISION #2

This budget revision is to add the donation revenue and the corresponding expense.

32	COMMUNITY SERVICES				
	Revenues				
	032-6106-314.13-36	Donations	919	47	966
		Total Revenues	919	47	966
	Expenditures				
CS2029	032-6106-450.57-45	Sponsorship Appropriation	7,216	47	7,263
		Total Expenditures	7,216	47	7,263

REVISION #3

This budget revision is to add the expense for the revenue rebate issued by the landfill. This rebate was approved by both Landfill associations

94	OTERO GREENTREE REG LANDFILL				
	Expenditures				
	094-0903-434.50-15	Credit/Refund	500,000	600,000	1,100,000
		Total Expenditures	500,000	600,000	1,100,000

REVISION #4

This budget revision is to add the revenue received from the landfill rebate

11	GENERAL FUND				
	Revenues				
	011-0000-316.15-94	Landfill Reimbursement	77,309	198,120	275,429
		Total Revenues	77,309	198,120	275,429

REVISION #5

This budget revision is to increase the Contract Services expense for the Convenience Center. The cost difference with the renewed contract and the huge amount of trash taken in during the quarantine have cause a shortfall

86	SOLID WASTE COLLECTION SYS				
	Expenditures				
086-0003-433.57-34	Contract Services	1,661,564	100,000	1,761,564	
	Total Expenditures	1,661,564	100,000	1,761,564	

REVISION #6

This budget revision is to add back the revenue budgets that were cut due to COVID-19. The Golf Course has now been allowed to re-open and is again earning revenue. The Golf Pro fees are tied to the revenue.

90	GOLF COURSE				
	Revenues				
	090-0000-314.13-78	19th Hole Rental	740,000	46,000	786,000
	090-0000-314.13-80	Greens Fees	190,000	36,000	226,000
	090-0000-314.13-82	Driving Range	30,000	18,000	48,000
	090-0000-314.13-84	Cart Rental	125,000	51,000	176,000
		Total Revenues	1,085,000	151,000	1,236,000
	Expenditures				
	090-0001-456.57-63	Services - Golf Pro	850,000	150,000	1,000,000
		Total Expenditures	850,000	150,000	1,000,000

RESOLUTION NO. 2020-27

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 23, 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 23, 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 23rd 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: 6/23/2020

Report Date: 6/18/2020

Report No: 8.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, VFW request for Temporary Expansion of Licensed Premises at 700 US HWY 70 W., Alamogordo, NM. (*Gary Townsend*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the application.

Background: Mr. Townsend is requesting a temporary expansion of licensed premises at the VFW located at 700 HWY 70 W. for seating purposes. If approved the temporary expansion will expire on October 31, 2020.

The States requirements are on the application and in the email attached. The Planning and Zoning department has provided their letter of approval.



New Mexico Regulation and Licensing Department

ALCOHOLIC BEVERAGE CONTROL DIVISION

PO Box 25101 • Santa Fe, NM 87504-5101 (505) 476-4875 • Fax (505) 476-4595

APPLICATION FOR TEMPORARY CHANGE/EXPANSION OF LIQUOR LICENSED PREMISES DUE TO COVID-19

This temporary change/expansion of Licensed Premises SHALL expire October 31, 2020.

On November 1, 2020, the licensed premises reverts to the previously ABC Approved Floor Plan.

A Licensee may not change/expand the licensed premises without prior written approval of the ABC. The Licensee cannot make any changes or expand the premises until approval has been granted for this request. A before and after site inspection may be scheduled as the temporary change/expansion must be connected and contiguous and be enclosed by a barrier of at least three (3) feet in height.

Application to Temporarily Change/Expand the licensed premises shall be submitted with the following Required Documentation:

- 1) a copy of your existing Approved Floor Plan;
- 2) a Proposed Detailed Floor Plan, on an 8 1/2 x 11" sheet, that includes the existing approved premises and any proposed temporary change/expansion – Label all areas and include all entrances, exits, walls or enclosures as well as dimensions for any expansion;
- 3) Proof of Tenancy – this may be established by written documentation that the owner of the property approves of occupancy of the additional area (if this additional space is part of the existing lease or deed submitted to ABC, check the box ☒); and
- 4) photos of expansion.

*The submission of any false information may result in the immediate revocation of ABC approval.

Liquor License No.: 8031 Phone No.: 575-437-0770 Fax No.: 575-437-9859
Business Name (DBA) VFW 7686 Tularosa and Alamogordo Owner Name: VFW 7686 Tularosa & Alamogordo
License Location: 700 US Hwy 70 W Alamogordo NM 88310
Mailing Address: 700 US Hwy 70 W Alamogordo NM 88310
Licensee Email: vfwpost7686@beyondbb.com

Square Footage: Current 5607 Adding/Changing: 3181 Total: (add both) 8788
(Note: if additional footage is greater than 25% of the existing floorplan, additional documentation may be required.)

Will the Proposed Expansion bring the licensed premises within 300 feet of a church or school? No

Has there been any change in the Ownership or Operation of the Licensee? No

If so, explain: _____

I (print name) Gary Townsend, Licensee for Liquor License No. 8031 hereby attest that the requested change meets the definition of "licensed premises" in NMSA 1978 §60-3A-3 (O), which states in part "licensed premises" means the contiguous areas or areas connected by indoor passageways of a structure and the outside dining, recreation and lounge areas of the structure... that are under the direct control of the licensee..."

Submitted by: (print name) Gary Townsend

Signature: [Signature] Title: Resident Agent Date: 06/04/2020

LOCAL OPTION DISTRICT REVIEW

Local Governing Body of: Alamogordo Village, County, City Check one: ☐ Approved ☐ Disapproved

Signature and Title of Village/County/City Official: _____

ABC USE ONLY: Received on: _____ Receipt No. _____

Processed by: _____ ☐ Approved ☐ Disapproved, _____

Decision by Director, if required: ☐ Approved ☐ Disapproved, _____

Signed by Director: _____ Date: _____

Alamogordo Web Map

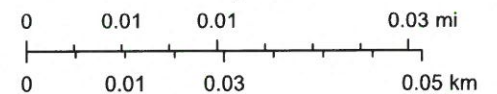


6/4/2020, 7:23:00 PM

 Parcels

 Alamogordo_City_Limits

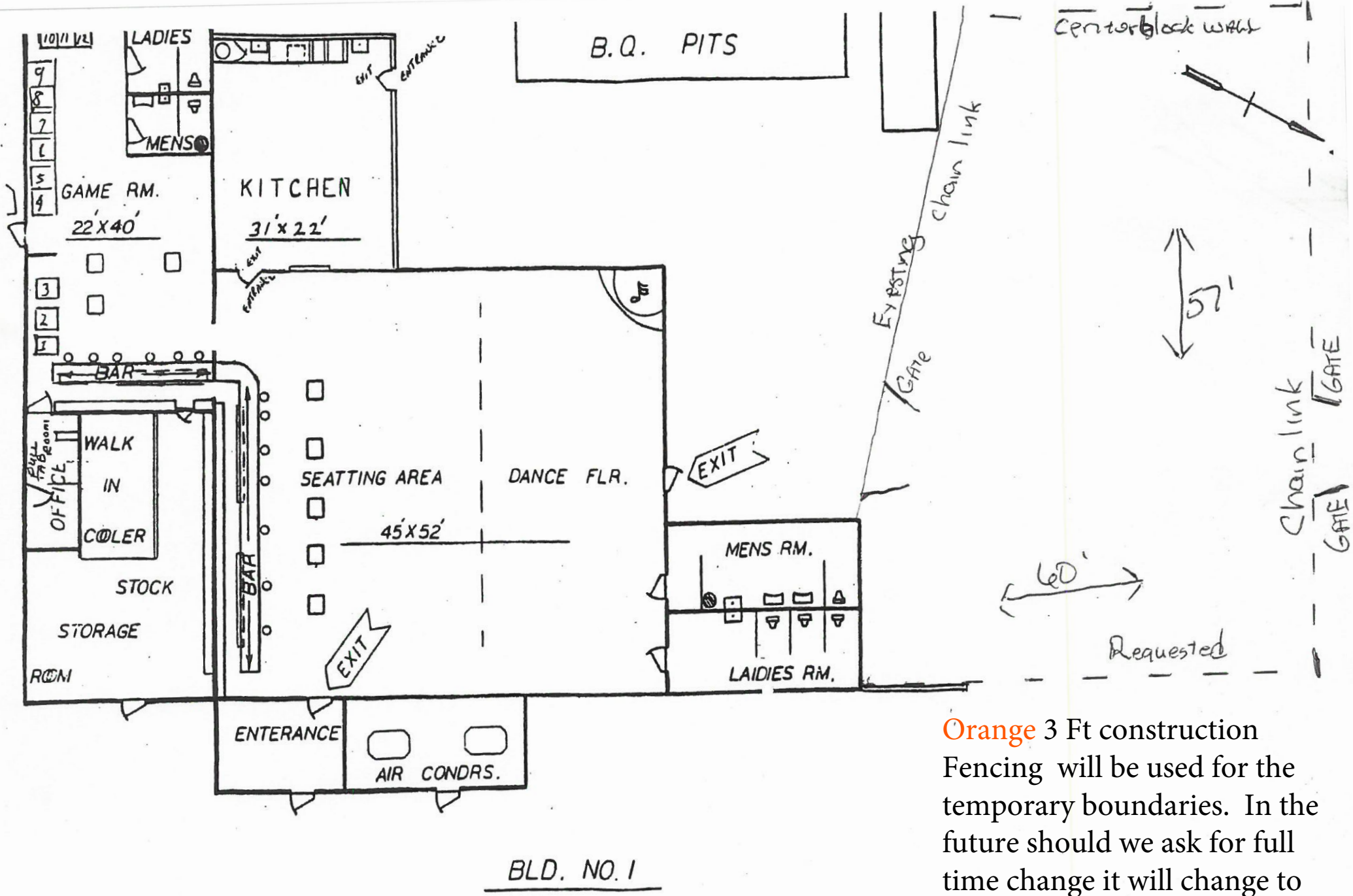
1:1,128



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

COA GIS

Copyright:© 2013 National Geographic Society, i-cubed | Esri, HERE | TX Orthoimagery Program, Microsoft, Maxar |



Orange 3 Ft construction Fencing will be used for the temporary boundaries. In the future should we ask for full time change it will change to chain link.

Parcels ETJ: VETERANS OF FOREIGN WARS

TAXYEAR	2,018
ACCOUNT_NU	R016016
OWNERNAME	VETERANS OF FOREIGN WARS
IN_CARE_OF	
OWNER_ADDR	POST #7686 700 HWY 70 W ALAMOGORDO, NM 88310
COUNTRY	
PARCEL_NUM	01N4054097154158
LEGAL_DESC	Subd: MC MATH #3 REPLAT A BLK 1 Lot: 8A Block: 1
SITUS	700 W US HWY 70
City	ALAMOGORDO
ZIP	88310
TOTAL_VALU	775,500.00
LAND_VALUE	102,947.00
IMPROV_VAL	672,553.00
SUB_NUM	980
Lot	8A
Block	1
SECTION	
TOWNSHIP	
RANGE	
CAL_ACRES	2.68
PLATTED_AC	
county_pro	
CORP_ID_NU	
OWNERID	OWNC015115
OLD_PC	01-06567
other	
remarks	MC MATH #3 REPLAT A BLK 1 LOT 8A R016016 980
GIS_UPC	01N4054097154158
AreaCode	C35
ADDRESS	700

New Mexico Department of Veterans Services

PO BOX 2324

Santa Fe, NM 87504

1-866-433-8387

www.dvs.state.nm.us

Application for Veteran Service Organization

Tax Exemption

INSTRUCTIONS

Use ink, typewriter, or printer to complete. Please read information on reverse side of form.

If your original certificate has been lost, stolen, or destroyed, please refer to DVS form entitled:

"Affidavit of Loss of Veteran Service Organization Property Tax Exemption Certificate"

1. Name of Veteran Service Organization
TULAROSA AND ALAMOGORDO POST NO. 7686
VETERANS OF FOREIGN WARS OF THE UNITED STATES

2. Address (Please Provide Address of Property)
700 HIGHWAY 70 WEST
ALAMOGORDO NM 88310

3. Mailing Address (if different from above)

4. Date of Incorporation of local post
JANUARY 25, 1951

5. Name, Address, and Title of Contact Person
DAVID J. FERGUSON, QUARTERMASTER
700 HIGHWAY 70 WEST
ALAMOGORDO, NM 88310

Certification of Applicant

I CERTIFY THAT ALL STATEMENTS MADE BY ME ON THIS APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I UNDERSTAND THAT IN THE EVENT I HAVE KNOWINGLY AND WILLFULLY MADE ANY FALSE STATEMENTS, I WILL BE LIABLE TO PUNISHMENTS IN ACCORDANCE WITH ALL APPLICABLE STATE AND FEDERAL LAWS.


SIGNATURE

12 / 6 / 20011
DATE

QUARTERMASTER VFW Post 7686

Certification of Authorized Official (to be used by authorized DVS Agent Only)

I CERTIFY THAT EVIDENCE OF THE TRUTH OF THE FOREGOING STATEMENTS OF APPLICANT HAS BEEN PRESENTED TO ME AND THAT I AM SATISFIED THAT THE STATEMENTS ARE TRUE.

SIGNATURE

DATE

From: [Lopez, Debra, RLD](#)
To: [Rachel Hughs](#)
Subject: Re: [EXT] VFW Application for Expansion
Date: Thursday, June 11, 2020 9:09:19 AM

Good morning,

The application must have city approval and be signed before it comes to us. They must have zoning approval, can't expand within 300 feet of a church or school without a waiver, must have tenancy (lease, deed, or grant of concession for city property), and the area must be connected and contiguous to their currently licensed premises and must be enclosed by continuous fencing. Rope, caution tape, etc is not acceptable.

Some local governing bodies designate a single individual to have authority to approve those and some want council input. That decision is yours.

Please let me know if I can be of further assistance.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Rachel Hughs <rhughs@ci.alamogordo.nm.us>
Date: 6/11/20 8:55 AM (GMT-07:00)
To: "Lopez, Debra, RLD" <Debra.Lopez@state.nm.us>
Subject: [EXT] VFW Application for Expansion

Good morning Ms. Lopez,

Mr. Townsend submitted the attached application for expansion and documents. Does his application need to go through your office before I bring it to the Commission for consideration?

Thank you in advance,

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

Email WARNING: This email may have originated external to the City of Alamogordo email system. Review the email address and NOT just the email user name. Do not click on links or open attachments unless you are sure the content is Safe. If unsure send to the Go Secure email verification system for processing.



City of Alamogordo



Community Development • 1376 E. Ninth Street • Alamogordo, New Mexico 88310-5938 • (575)439-4220 FAX (575)439-4343

CD-003-2020

June 18, 2020

VFW 7686 Tularosa and Alamogordo
700 US Hwy 70 W
Alamogordo, NM 88310

RE: Zoning of: **700 US Hwy 70 W.**

Legal Description: MC MATH #3 REPLAT A BLK 1 Lot: 8A Block: 1

To Whom It May Concern,

At your request, we have researched our records and determined the zoning classification of that certain real property, which has the street address **700 US Hwy 70 W.** within the corporate boundaries of the City of Alamogordo. This is written, in accordance with the provisions of Section 2-01-030(j) and Section 29-01-010 of the Code of Ordinances of the City of Alamogordo, New Mexico, to provide a Certificate of Zoning Classification regarding the Property.

The property at **700 US Hwy 70 W.** is within the **C-3 Business District** as per the City of Alamogordo Zoning Map, which does not prohibit the sale of alcoholic beverages and is within the required zoning regulations to allow temporary expansion outdoor seating.

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

Sincerely,

Stella Rael, CZO

City Planner

City of Alamogordo

1376 E Ninth St.

Alamogordo, NM 88310-5938

(575) 439-4220 ex 4204; Fax: (575)439-4343

sraell@ci.alamogordo.nm.us

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 6/23/2020

Report Date: 6/15/2020

Report No: 9.

Submitted By: Petria Bengoechea

Subject: Consider, and act upon, Ordinance No. 1618 Approving a local economic development project for secured financial assistance proposed by Medlin Ramps. (*Laurie Anderson, OCDEC Director and Petria, Bengoechea, City Attorney*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1618 for First Publication

Background: The attached Project Participation Agreement and Intergovernmental Agreement were received from the State of New Mexico to award Medlin Ramps an additional \$250,000 LEDA award from State monies. The City will act as the fiscal agent for the funds, but will remain first priority for the satisfaction of the LEDA award.

ORDINANCE NO. 1618

APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT FOR SECURED FINANCIAL ASSISTANCE PROPOSED BY MEDLIN RAMPS & SUPPLY CORP USA

BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico that the following is added to the municipal code:

Pursuant to the City of Alamogordo Economic Development Plan, Ordinance No. 983 and NMSA 1978 Section 5-10-1, et seq. (Local Economic Development Act, the “Act”), the proposed economic development project of Medlin Ramps & Supply Corp USA (“the Company”) is approved for the purposes set forth in NMSA 1978 Section 5-10-1, et seq., and the City of Alamogordo is authorized to enter into a project participation Agreement (“the Agreement”) with the Company as required by Section 10 of the Act, and in substantially the same form as attached hereto, the terms of which are incorporated herein.

The City Commission finds as follows:

1. The Company is an entity as defined in NMSA 1978 Section 5-10-3(G);
2. Under the Agreement, the Company will provide a substantive contribution for the proposed project as described in NMSA 1978 Section 5-10-10(B);
3. The Agreement complies with the requirements of the Act and Ordinance No. 983;
4. The benefit of the proposed project to the City of Alamogordo is repayment of the financial assistance through the creation of jobs and other benefits arising from employment and economic activity under the project which exceeds the cost to the City of providing to the Company the assistance specified in the agreement, and,

5. The Agreement complies with the requirement of Section 10 of the Act and is hereby adopted and approved.

BE IT FURTHER ORDAINED that the Mayor of the City of Alamogordo, New Mexico is authorized and directed to do all things necessary to implement this ordinance that is lawfully adopted.

PASSED, APPROVED, AND ADOPTED 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

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT
AND THE CITY OF ALAMOGORDO, NEW MEXICO**

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City of Alamogordo, New Mexico (the "City"), and collectively referred to as "the Parties" with reference to the following facts.

RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to the Economic Development Department for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §5-10-1 through §5-10-13 (2007) ("LEDA"), is to provide "public support for economic development to foster, promote and enhance local economic development efforts"; and

WHEREAS, the City has adopted LEDA by Ordinance No. 983, which established the City of Alamogordo Economic Development Plan that promotes economic development within the City; and

WHEREAS, Medlin Ramps & Supply Corp USA (hereinafter "Qualifying Entity") has entered into a Local Economic Development Project Participation Agreement (hereinafter "PPA") with the City. A copy of the PPA are attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of that PPA, the Qualifying Entity will establish a manufacturing facility located at the corner of Highway 70 West and Highway 54 South (1900 Highway 54 S) in the City of Alamogordo, New Mexico (the "Project") and is expected to employ 41 full-time persons by December 31, 2024; and

WHEREAS, EDD and the City desire to enter into this Agreement as necessary to facilitate disbursement of funds for the Project.

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to define the responsibilities of the City and EDD for the oversight and administration of up to \$250,000 of the Appropriation for the Project. It is the intent of the parties that the City will receive an amount up to two-hundred fifty thousand dollars (\$250,000) to implement the Project. The Parties agree that any and all State funds received will be accounted for by the City as the fiscal agent for EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 2. SCOPE OF WORK

The City will act as fiscal agent for up to \$250,000 of the Appropriations for the Project. Pursuant to the LEDA statutes, EDD will transfer up to \$250,000 to the City for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it expects to employ 41 full-time employees at the facility by December 31, 2024.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the City agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations set forth under the PPA will result in a violation of the terms and conditions of these Agreements. Such violation, after any cure period granted to the Qualifying Entity, will require the qualifying entity to repay any committed funds as provided for by the PPA. Any State monies recovered by the City as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 days. However, the City's lien on the security interest is first and the City shall be paid in full prior to the State monies being returned. Any foreclosure of the security interest on the State's contribution shall be returned to EDD. The Qualifying Entity will deliver to the City contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the "Security").

SECTION 3. CITY RESPONSIBILITIES

The City shall:

- A. Pay the costs and expenses incurred for the Project from the Appropriation;
- B. Provide supporting documentation to EDD for activities associated with the Project. Any funds recaptured by the City as the result of enforcing the provisions of the PPA shall be returned to EDD;
- C. The City shall notify EDD in writing of any default by the Qualifying Entity within 15 business days of learning of the event of default;

- D. Serve as Fiscal Agent for the funds transferred to it under this Agreement;
- E. Distribute the funds transferred to the City by EDD to the Project; account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement;
- F. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the City Commission accepting the Project as qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the City and the Qualifying Entity, a fully executed copy of the Security, and copies of invoices and other documentation as required by EDD within the time required;
- G. Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein; and
- H. Initiate and prosecute litigation as necessary to enforce the terms of the PPA, at EDD's cost, if necessary.

SECTION 4. CITY CERTIFICATIONS

As Fiscal Agent, the City hereby assures and certifies that:

- A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation;
- B. It has the legal authority to receive and expend the Appropriation;
- C. It will enforce the provisions of Ordinance No. 983 and the City's Economic Development Plan;
- D. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;
- E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation City receives from the Qualifying Entity;
- F. It has entered into a PPA with the Qualifying Entity and has obtained all financial documentation necessary to protect the City's and State's investments in the Project;

- G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;
- H. It will notify EDD of any default on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an opportunity to cure any default by in accordance with the PPA prior to termination thereof;
- I. No member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and
- J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the “anti-donation clause.”

SECTION 5. EDD RESPONSIBILITIES

EDD shall:

- A. Transfer to the City for costs and expenses incurred for the Project an amount not to exceed two hundred fifty thousand dollars (\$250,000). The funds shall be used only for the purpose stated in this Agreement;
- B. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and
- C. Reimburse the City for any costs associated with litigation to enforce the terms of the Security.
- D. Monitor job creation by the Qualified Entity and report the number of jobs created quarterly to City throughout the term of the PPA. Job reports shall detail the number of employees reported by the Qualified Entity to EDD and on file with the New Mexico Department of Workforce Solutions.

SECTION 6. TERM OF AGREEMENT

This Agreement shall become effective on the date it is fully executed and shall terminate on December 31, 2024 or when all of the obligations of the PPA have been fulfilled.

SECTION 7. LIABILITY

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the New Mexico Tort Claims Act. The City and EDD may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the Party responsible for payment.

SECTION 8. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS

- A. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.
- B. The City shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used and such other records as EDD may require.
- C. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by City, City shall return said funds to EDD for disposition in accordance with law.

SECTION 9. STRICT ACCOUNTABILITY

The City shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 10. REPORTS

The Qualifying Entity shall submit quarterly reports regarding employment to EDD during the life of this Agreement and EDD shall share those reports and any other information obtained respecting job retention and creation attributable to the State appropriation with the City. The City shall coordinate with EDD to conduct an annual performance review of the Project.

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES

Any notice required to be given to either party by this Agreement 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. The parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

To EDD:

Finance Development Team Leader
Joseph Montoya Building
1100 St. Francis Drive
PO Box 20003
Santa Fe, New Mexico 87504

To the City:

City Manager
City of Alamogordo
1376 E. Ninth Street
Alamogordo, New Mexico 88310

SECTION 12. AMENDMENTS

This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Mexico.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below,

CITY OF ALAMOGORDO, NEW MEXICO

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J Keyes
Cabinet Secretary

Date: _____

APPROVED AS TO FORM

By: _____

General Counsel

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on _____, 2020 by and between **CITY OF ALAMOGORDO**, a New Mexico Municipal Corporation (the "City"), and **MEDLIN RAMPS & SUPPLY CORP USA** (the "Company").

Recitals.

- A. Article 9, Section 14 of the New Mexico Constitution provides municipalities the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.
- B. Pursuant to the Local Economic Development Act, NMSA 1978, Sections 5-10-1 through 5-10-13 ("LEDA"), the City adopted Ordinance No. 983 (the "Alamogordo Local Economic Development Plan") authorizing the City to consider applications for economic development assistance;
- C. As provided in the Economic Development Plan Ordinance, the City considered an application from the Company, which proposed that the City serve as local government conduit for an appropriation of up to \$250,000.00 from the Legislature of the State of New Mexico (the "State Contribution") to go toward the Company's renovation and infrastructure improvements to property located at the corner of Highway 70 West and Highway 54 South (1900 Highway 54 S) in the City of Alamogordo, New Mexico (the "Project"). The company will establish operations by December 31, 2020 and will employ at least 41 full-time persons by December 31, 2024.
- D. The City has adopted Ordinance No. _____ ("Project LEDA Ordinance") finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Agreement as meeting the requirements of the Act.

- 1. Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. Substantive Contribution from the Company.

- a. **Facility.** The Company will establish business operations located at the corner of Highway 70 West and Highway 54 South (1900 Highway 54 S) in the City of Alamogordo, New Mexico (the "Facility").
- b. **Investment.** The Company will make capital investments in the Project and costs associated therewith (including building renovations, equipment, tangible personal property and services associated with the construction and equipping of the Project) in the amount of approximately \$4,433,500 by June 30, 2021, provided, however, failure to meet this level of Project Contribution will not constitute a breach of this Agreement.
- c. **Job Creation.** The Company will directly employ a target of 41 full-time employees at the Facility by December 31, 2024 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee healthcare coverage and the full range of benefits offered to other full-time employees of the Company. Full-time employees do not include agency, sub-contracted, temporary employees or independent contractors.
- d. **Schedule.** A preliminary Project schedule is as follows, but failure to meet these milestones will not constitute a breach of this Agreement.

Winter 2020
Winter 2021

Initiate Facility improvements and hiring
Project in full operation

- e. **Sustainability.** Although the Company intends to have a long-term presence in the City, for purpose of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until December 31, 2024.

3. The City Contribution.

- a. The City will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. The City will comply with the Local Economic Development Act ("LEDA") with respect to the acceptance and disbursement of the State Contribution. As required by the LEDA Ordinance and the Act, the City will deposit the State Contribution into a clearly identified separate account. The State Contribution will be disbursed to the Company through the City for reimbursement of LEDA Eligible Expenditures.

4. The State Contribution

- a. The City anticipates that the State Contribution will be delivered by the State to the City for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the City, after which time the City will request transfer of the State Contribution. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law. The City will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the City and the State. The City will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company's satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the City. For purposes of this Agreement, LEDA Eligible Expenditures shall mean: expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include: foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and equipment rentals.
- b. The State Contribution is composed of up to \$250,000.00. The State Contribution will be disbursed to the Company in accordance with the provisions of this Agreement for such purposes as set forth in Section 5-10-3D NMSA 1978.

5. Disbursement of State Contributions

- a. State contributions shall be placed into a single account and disbursed through the City.
- b. **Conditions to Disbursement; Performance Milestones.** The State Contributions will be disbursed in two (2) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA Eligible Expenditures prior to the disbursement; (ii) the Company meeting minimum employment targets and being in compliance with job reporting requirements; and (iii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

Amount of State Contribution Available for Disbursement	Disbursement Performance Milestone
\$150,000.00	Certificate of Occupancy issued for the Facility, employ at least 10 persons and incur LEDA eligible Expenditures (defined below).
\$100,000.00	Maintain a minimum employment level of 25 or more (per quarterly Wage and Employment report submitted to State of NM) for six (6) consecutive months and incur LEDA eligible expenses.

“LEDA Eligible Expenditures” means an expenditure for land acquisition and/or permanent infrastructure and construction improvements. Includes materials and services, but does not include lease payments or equipment purchases.

6. **Disbursement Requests.** From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the City a written request for disbursement of the City or State Contribution (the “Disbursement Request”). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico. The Company will not submit a Disbursement Request for less than \$50,000, but may, upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the State Contribution then available to the Company at any time. The City may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.
7. **No Offset of City costs.** The City may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.
8. **Security.** As security for the faithful performance and payment of Company’s obligations under this Agreement, prior to the Company’s receipt of any part of the State or City Contribution, Company shall furnish the City with a second position on the first lien on the building and property, (the “Security”). The maximum obligation secured by the Security (the “Maximum Obligation”) will be \$250,000.00. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement will be made; for example, if the 1st disbursement is for \$150,000.00 and a 2nd disbursement is for another \$100,000.00 the total security must equal \$250,000.00 before the second disbursement is requested. The Security shall be delivered to the City no less than 15 days before request for Disbursement.

- a. The City may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable, but only thirty (30) days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
- b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on January 31, 2025, unless earlier released in accordance with this Agreement.
- c. If the State or City reduces the amount of LEDA Funds that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA Funds available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds actually received by the Company.

9. **Clawbacks.**

Notwithstanding any other provision of this Agreement, the Company shall be required to pay the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions set forth herein.

- a. **Facility Closure Clawback.** If the Company ceases operations in the City on or before December 31, 2024 the Company will repay to the City all LEDA Funds that the Company actually received as of that date (the "Facility Closure Clawback") and the City shall have the right to execute reimbursement from the Security, but only after thirty (30) days following written demand for payment to the Company. For purposes of this Agreement, a failure to produce product for a period of 90 days or more or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 10a. If the Company ceases operations for any of the causes set forth in this Section 10a, the Company shall submit a plan for resolving such cessation of operations within 30 days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the City within 10 days.
- b. **Performance Clawback.** It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Measurement Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below¹ on each of the specified Job Measurement Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth

in the table below:

Job Measurement Date	Cumulative Fulltime Target Job Number	Minimum Job Number	Clawback Penalty if Minimum Job Number not met
December 31, 2020	10	9	100% of Clawback Penalty
December 31, 2021	20	18	100% of Clawback Penalty
December 31, 2022	30	27	100% of Clawback Penalty
December 31, 2023	40	36	75% of Clawback Penalty
December 31, 2024	41	37	50% of Clawback Penalty

For the purposes of this Section:

The “Clawback Penalty” is a penalty that the Company will be required to pay the City upon the Company’s failure to meet the Minimum Job Target on the applicable Job Determination Date, if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State and City Contribution paid to the Company as of that time. For purposes of this subsection, the “Percentage Hiring Shortfall” shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date.

“Cure Period” is the period of 180 days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above.

See Attachment 1 hereto for examples of Clawback Calculations

The parties hereto recognize certain economic factors generally described as “Business Climate Changes” are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. “Business Climate Changes” means substantial changes, beyond the control of the Company within the industry in which the Company operates, that causes a significant decrease in the Company’s ability to perform pursuant to the

requirements of this agreement with the City. The Company may request specific modifications to the job creation schedule in writing within ten days of learning of the existence of the "Business Climate Change." Such notification shall include the details of the business climate change, the effect thereon on the Company, and the modification of this agreement the Company requests. If the City and EDD agree that Business Climate Changes have affected the Company's ability to perform, the Performance Clawback may be modified.

- c. **Job Reporting.** The Company shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions' ("DWS") Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD. The State will provide copies of all such reports to the City. The City or the State may request a copy of the Company's quarterly employment reports at any time while this Agreement is in effect and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the City and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without up to date quarterly job reporting as set forth herein.
- d. If the Company has been required to pay the Facility Closure Clawback, the Company will not be required to pay any Performance Clawback that may come due after the date of such payment.

10. Fees. Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

11. Annual Performance Review. To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by City or EDD staff beginning on January 1, 2021 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with

LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

- 12. Termination.** This Agreement shall terminate at the close of business on December 31, 2024 or when otherwise terminated by ordinance.
- 13. Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.
- 14. Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the governing body of the City of Alamogordo.
- 15. Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico.
- 16. Miscellaneous.** This Agreement binds and inures to the benefit of the City and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the City and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.
- 17. Notice.** All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the City:

City of Alamogordo

Attention: Brian Cesar, City Manager

1376 E Ninth Street

Alamogordo, New Mexico 88310

If to the Company:

Medlin Ramps & Supply Corp USA

1900 Highway 54S

Alamogordo, New Mexico 88310

Effective Date: _____

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

City of Alamogordo

By _____

Name _____

Title _____

Medlin Ramps & Supply Corp USA

By _____

Name: _____

Title: _____

ATTACHMENT A

Clawback Calculations

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)

Job Creation % Shortfall = $(1 - (\text{actual jobs} / \text{cumulative hiring target})) * 100\%$

Example - 1 100%	End of year 2, inclusive of cure period
Actual Employees	(a) 17
Cumulative Hiring Target	(b) 18
Job Creation % Shortfall =	(c) = $1 - (a/b)$ 5.56%

LEDA Dollars Distributed	(d)	\$ 150,000.00
Clawback %	(e)	100%
Penalty	(f) = $c*d*e$	\$ 8,333.33

Example - 2 100%	End of year 3, inclusive of cure period	
Actual Employees	(a) 26	
Cum Hiring Target	(b) 27	
Job Creation % Shortfall =	(c) = $1 - (a/b)$ 3.70%	
LEDA Dollars Distributed	(d)	\$ 150,000.00
Clawback %	(e)	100%
Penalty	(f) = $c*d*e$	\$ 5,555.56

Example - 3 75%	End of year 4, inclusive of cure period	
Actual Employees	(a) 35	
Cum Hiring Target	(b) 36	
Job Creation % Shortfall =	(c) = $1 - (a/b)$ 2.78%	
LEDA Dollars Distributed	(d)	\$ 250,000.00
Clawback %	(e)	75%
Penalty	(f) = $c*d*e$	\$ 5,208.33

Example - 4 50%	End of year 5, inclusive of cure period	
Actual Employees	(a) 36	
Cum Hiring Target	(b) 37	
Job Creation % Shortfall =	(c) = $1 - (a/b)$ 2.70%	
LEDA Dollars Distributed	(d)	\$ 250,000.00
Clawback %	(e)	50%
Penalty	(f) = $c*d*e$	\$ 3,378.38