



# Alamogordo City Commission

## NOTICE OF MEETING

### Regular Meeting Agenda

December 14, 2021 - 6:00 PM  
City Hall, City Commission Chambers  
1376 E. Ninth St.

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

Brian Cesar ..... City Manager  
Petria Bengoechea ..... City Attorney  
Rachel Hughes ..... City Clerk

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

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

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

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

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

#### CALL TO ORDER & ROLL CALL

*Announce the presence of a Quorum.*

#### INVOCATION & PLEDGE OF ALLEGIANCE

#### APPROVAL OF AGENDA

#### ADMINISTRATION OF OATH OF OFFICE FOR NEWLY APPOINTED DISTRICT 1 COMMISSIONER

1. Ceremonial administration of the Oath of Office to newly appointed District 1 Commissioner, Nicholas

Allan Paul. *(Steve Guthrie, Magistrate Judge)*

---

## PRESENTATIONS

2. Plaque presentation of outgoing Commission, Mayor Boss and Mayor Pro-Tem Sikes. *(Rachel Hughs, City Clerk)*

---

## PUBLIC COMMENT

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

---

## CITY MANAGER'S REPORT

---

## REMARKS AND INQUIRIES BY THE CITY COMMISSION

---

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

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

3. Approve the minutes for the November 30, 2021 Regular meeting. *(Rachel Hughs, City Clerk)*
4. Consider, and act upon, Resolution No. 2022-01 determining reasonable notice of meetings of the Alamogordo City Commission (Open Meetings Act). *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**
5. Consider, and act upon, approval of MOU between the City of Alamogordo and the International Space Hall of Fame Museum to memorialize the agreement to host the City's annual fireworks display. *(Petria Bengoechea, City Attorney)*
6. Consider, and act upon, Resolution 2021-44 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of December 14, 2021. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**
7. Approve the award of RFP 2021-05 SCADA/RTU Programming & Commission Services to IDESaA Incorporated. *(David Nunnolley, Acting Public Works Director)*
8. Consider, and act upon, accepting the State of New Mexico 2020 General Obligation Bond Agreement for the award of \$81,443.58 for the Alamogordo Public Library. *(Kim Underwood, Library Manager and Veronica Ortega, Community Services Director)*
9. Consider, and act upon, an emergency funds appropriation of \$20,000 to supplement the cost of a new bus. *(Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)*

---

## ITEMS REMOVED FROM CONSENT AGENDA

---

## NEW BUSINESS

10. Consider, and act upon, the City Commission Regular Meeting Schedule for calendar year 2022. *(Rachel Hughs, City Clerk)*
11. Consider, and act, upon Resolution 2021-43, a Resolution declaring 1100 Airport Ave., to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace or safety and ordering its abatement. *(Jim Baker, Code Enforcement Supervisor and Richard Adler, Fire Chief)* **(Roll Call Vote Required)**
12. Appointments to Boards and Committees. *(Richard Boss, Mayor)*

**ADJOURNMENT**

---

# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

---

**Meeting Date:** 12/14/2021

**Report Date:** 12/07/2021

**Report No:** 1.

**Submitted By:** Rachel Hughs

---

**Subject:** Ceremonial administration of the Oath of Office to newly appointed District 1 Commissioner, Nicholas Allan Paul. (*Steve Guthrie, Magistrate Judge*)

---

**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

---

**Recommendation:**

---

**Background:**

As required by law, the new City Commissioner was officially sworn into office by the City Clerk. The swearing-in ceremony at this Commission meeting is for the benefit of the media and the family members of the new Commissioner for District 1. The Honorable Magistrate Judge Steve Guthrie will perform the ceremony.

# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

---

**Meeting Date:** 12/14/2021

**Report Date:** 12/07/2021

**Report No:** 2.

**Submitted By:** Rachel Hughs

---

**Subject:** Plaque presentation of outgoing Commission, Mayor Boss and Mayor Pro-Tem Sikes. *(Rachel Hughs, City Clerk)*

---

**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

---

**Recommendation:**

---

**Background:**

Plaque presentation of outgoing Commission, Mayor Richard Boss and Mayor Pro-Tem Nadia Sikes and their spouses in recognition for their service to the City of Alamogordo.

# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

---

**Meeting Date:** 12/14/2021

**Report Date:** 12/09/2021

**Report No:** 3.

**Submitted By:** Rachel Hughs

---

**Subject:** Approve the minutes for the November 30, 2021 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  
6:00 P.M., COMMISSION CHAMBERS  
NOVEMBER 30, 2021**

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

**NADIA SIKES, MAYOR PRO-TEM  
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 6:00 p.m. Roll Call was taken by the City Clerk. It was noted that Commissioner Payne would be joining the meeting shortly. City Clerk Hughs announced there was a quorum present. Invocation was given by Reverend James Forney, and the Pledge of Allegiance was led by Mayor Pro-Tem Sikes.

Commissioner Payne arrived at the meeting.

**APPROVAL OF AGENDA**

---

**Commissioner Rardin moved to approve the agenda.  
Commissioner McDonald seconded the motion.  
Motion carried with a vote of 6-0-0.**

**COMMISSIONER DISTRICT 1 VACANCY INTERVIEWS AND POSSIBLE APPOINTMENT**

**1. Commissioner District 1 Vacancy Interviews and Possible Appointment. (*Rachel Hughs, City Clerk*)**

City Clerk Hughs went over the procedure of filling the vacancy. She noted that Mayor Boss would announce that there were six candidates. The candidates would be interviewed in alphabetical order. Each candidate would be allowed to make a presentation, and thereafter, the Commission would ask questions of the candidates. After all the candidates were interviewed, any Commissioner may make a motion to appoint a specific candidate to fill the vacancy. Another Commissioner may second the motion, and/or there may be further discussion amongst the Commission, and/or the motion may die for lack of a second. Once there was a motion and second on the floor and the Commission was through with any discussion, the Mayor would request a Roll Call Vote on the motion. The Clerk would then call the roll. If the motion passed, then the appointment was made, and the vacancy was filled. If the motion failed, the Commission would follow the same procedures until a motion finally passed and an appointment was made. Thereafter, the Clerk would swear the new Commissioner in, they would take their place on the dais, and the meeting would continue as normal. She noted that one candidate was not able to attend in person and would be attending by phone.

Mayor Boss announced that there were six candidates, all of whom had been certified.

**Mr. Gerald A. Dodd** thanked the Commission for this opportunity to present his experiences and education as they considered him to represent District 1. He believed he shared with the Commission that he strongly supported the honesty, transparency, and accountability in local government. He was committed to supporting our community's military partners, advancing the

retirement potential of our City, and promoting a favorable business environment to keep Alamogordo a vibrant and progressive City. He was a graduate of Alamogordo High School. In the Tenth Grade he was first introduced to Mr. Pat Fleming, the Civics teacher at the high school. He had a piqued interest in Civics ever since those days. He was a graduate of the University of New Mexico with a Bachelor's in Science and Mechanical Engineering, with a minor in Naval Science and a strong background in Civil Engineering which included roads and bridges, traffic engineering, and urban planning. He was a graduate of the University of South Carolina Municipal Government Institute, which was a program for elected City Officials in the State of South Carolina. The Municipal Institute emphasized City organization, budgets, contracts, grants, Codes and Ordinances, and the development and implementation of such. He was a veteran, having served in the U.S. Military in the Navy as a Submarine Officer. District 1 was primarily a residential community, with some businesses. He had experience in representing a community in South Carolina, a suburb of Charleston that was predominantly a bedroom community. At the time he was there, it was a community of about 16,000 and he was elected for three consecutive four-year terms as a member at-large to a Council of seven. In his first few years on that Council, he counseled a couple times with the City Manager, Mr. Ron McElmore and he provided some good insight for a newly elected Official. Alamogordo was the only example that he had observed in those early years. Before being elected to the City Council in the City of Hanahan, he had served on the Planning and Zoning Commission for two years prior. He had been a member of the Alamogordo Planning and Zoning Commission since February 2020. He felt like he had been involved in the community. He was a Christian man, was a member of Bethel Baptist Church, and was active in that church. He was a volunteer for the Flickinger Center of Performing Arts and was a former volunteer with the Gerald Champion Hospital Auxiliary. Also, for several years he had participated with the Alamogordo Search and Rescue Unit, a division of the New Mexico State Police. He felt much of our community was 60+, and much of District 1 was 60+. Being active in the Senior Center with the volunteer groups and being active in his church, he did have a direct link to many in the district. He would like to point out that although he had not been a permanent resident for a number of years, his parents retired here, and he had visited them frequently at least every two years since 1980 until their deaths in 2012. He felt attached to the community because he grew up here and he had a very strong place in his heart. He chose to retire here because with many of the communities where he had lived or traveled to because of business, and he was a Nuclear Engineer at two shipyards for the government for a number of years, Alamogordo was home. He pointed out that local government was our direct contact. It affected us most in our community. We lived here every day and providing the services, recreation, parks, and playgrounds, fire and police, water and sewer, garbage collection, Code enforcement, and City government, affected each of us every day. He would be honored to be selected to join this esteemed group. In closing, he applauded their insight and wisdom in procuring and developing another access across the railroad tracks in the North end of our City, extending North Scenic across White Sands Blvd. and across the railroad tracks and meeting up at the Bypass. That project would significantly improve the access for the North end of the City, which included Districts 1 and 2. Well done.

Mayor Pro-Tem Sikes said ten years ago she had the honor and pleasure of being appointed to a City Commission seat. At the time she truly felt that our City Commission was a nonpartisan body. The last election showed her otherwise. The City was pretty divided, and it was pretty apparent that the political parties the candidates were affiliated with were brought out. Although it was not on the certification, she was wondering if Mr. Dodd would be willing to tell us what party he was affiliated with. Mr. Dodd said he was registered as an Independent.

Commissioner McDonald asked Mr. Dodd what steps he had taken to learn about the current Commission, meaning some of the people on the Commission. Did he talk with anyone from the City staff about some of the things that were happening in the City. Also, what did he think was the biggest challenge for the City of Alamogordo at this time. We would be losing our current Mayor, current Commissioner for District 2, and we would be getting a new Commissioner for District 2. Did he feel that he would meld with this group of people. Mr. Dodd said he had not considered that. He had been in attendance basically for the last six to eight months here to basically watch the Commission discuss the various items that had come before them. He was in touch a little bit by being on the Planning and Zoning Commission with the items which had come before the City for some changes. He had not spoken in depth with members of the Commission about various things he had mentioned in the three minutes allocated where he had presented issues to the Commission in the past. The exception to that was Ms. Sikes, as he had spoken to her a couple of times about that. He felt there were a couple of challenges which the City had. He had put in his suggested City goals to beautify Alamogordo. Also as presented at a previous meeting, we knew that there were 600+ Code violations that Code Enforcement was working on. That sort of told him that there had been very little enforcement of many of the Codes, some of which were paperwork nightmares with abandoned or burned-out buildings. He felt if the Ordinances and Codes were not enforced, they were like the speed limit. It was only a suggestion and if you got caught with your hand in the cookie jar, nothing seemed to happen with that. We had a number of vehicles and trailers around our City that were unlicensed and stored in everybody's front yard. He didn't think that was a very beautiful thing, and there seemed to be an attitude that "it's my property and I can do whatever I want to with it". That was true if you lived in the County with five to ten acres around you. However, it was not only your obligation, but there was an expectation when you lived in the City for curbs, sidewalks, front yards, and the Codes to be enforced. He thought that was a problem. From a safety standpoint, he suggested making New York Avenue one-way between Tenth Street and Twelfth Street and have angle parking on both sides of the street. It wasn't because the Courthouse would like to have it that way, but it was a safety issue at Tenth and New York with pedestrians and with traffic. We did not need to have one accident where a person was seriously hurt, had to miss work, etc., just because there had not been accidents before that. One accident, one life, one death, was far too many. We had to look at the safety of that particular intersection. The intersection had been that way since he was a kid, and he thought that needed to be improved. Another item he thought needed to be considered was an update of the sign Ordinance which would place restrictions on digital signs. Every sign wanted attention, but for a driver, it said "take your eyes off the road and read me". With that digital sign changing every ten to fifteen seconds to get the word out, it was very, very distracting. He would think that a minute on a digital sign would help with traffic congestion, etc. Also, he saw each winter more and more homeless people begging on the street, especially around Walmart and Lowe's, etc. He didn't know if the City had a plan for homeless residents. Personally, he would never want to encourage the doubling or the quadrupling of the number of people that were homeless in our community. But without a plan or discretion, we were destined to fail and play catch-up when the crisis arrived.

Commissioner Payne asked Mr. Dodd how he would handle it if he had a situation come before him which he had a personal issue with. With the difference between his personal feelings and his professional responsibility, could he explain how he would reconcile that. If there was something which came before him that he personally didn't like or was personally opposed to, would he be able to put his professional responsibility above his personal feelings. Mr. Dodd said yes. He felt we all had biases to an extent on any number of topics. As a Commissioner, you were obligated to do the best thing for your community, and not just for your own district, but for

the community. Expressing personal biases was okay because that way we understood each other, and a position may be presented that had not been thought of by the others. The other was true where a position which someone took against, others may present to you something you hadn't thought about. With City government, the bottom line was the benefit to our community, the safety and security to our community, and the future of our community.

**Mr. Michael Thomas Heisinger** said he had put in for this position to be a part of the Alamogordo leadership for a few reasons. First, he wanted to see Alamogordo grow to its potential through the proper means. Alamogordo was his hometown. He was born here and had moved away at a young age. He'd always had the desire to come home and achieve opportunity. Three and a half years ago he was hired to work for the City of Alamogordo as a Police Officer. He came from Johns County, Indiana where he had retired as a Police Officer, and he came back to Alamogordo to work here. He was with Alamogordo PD for a little over two years when he was given the opportunity to work for the Village of Tularosa as the Chief of Police. During that time working for the Village of Tularosa, he had attended every Board meeting and had budgeted for his department, which was over half of the entire Village budget. Second, it was the greatest honor of his career to be able to work for the same department as his dad, Bob Heisinger. He again wanted to serve this community in the position of Commissioner. With this opportunity, as a whole we could work towards a better and brighter future for the City of Alamogordo. One thing he had always tried to do in whatever community he was serving, was to push for greatness and change things for the better. Since he had been here, one thing he had heard a lot was "that's the way we've always done it". Times were changing and evolving, and he believed changing and evolving was what needed to happen for the City of Alamogordo to move forward and progress for its citizens. In doing this, it would create more jobs, businesses, Gross Receipts Taxes, and an all over better economy for the City. He thanked the Commission and hoped to be working with them towards a better future for the City of Alamogordo.

Mayor Pro-Tem Sikes asked if he minded telling them what party he was affiliated with. Mr. Heisinger said he was Republican. Mayor Pro-Tem Sikes asked how long he had lived in District 1. Mr. Heisinger said since October 15, 2021. Mayor Pro-Tem Sikes said she appreciated the fact that he was the Chief of Police in Tularosa and there was nothing in our Charter precluding him from being able to hold both positions, but she was curious how he would do that. Mr. Heisinger said December 29<sup>th</sup> was his last day as Chief of Police. He was retiring from law enforcement completely.

**Ms. Rebecca Marie Miller** said when she saw there was a vacancy for City Commissioner in her district, she felt it would be a great opportunity to act as a liaison between the constituents and the City government. She was the mother of four and she had a vested interest in making Alamogordo a safe and prosperous place to live and work. As a longtime member of this community, she believed she could bring her work expertise as well as her commitment to volunteering to the Commission to make Alamogordo work for all who are blessed to call this lovely City home. She believed focusing on the basics, such as road maintenance, blight, and abandoned buildings and general Code enforcement were essential matters when it came to furthering economic development in Alamogordo. She had been a member of the community since 1992, she had graduated from high school in 1999, and even after moving away for several years due to the military, Alamogordo had always been her home. She had earned a Bachelor's Degree in Human and Community Services from New Mexico State University and worked as a Case Manager for people with developmental and intellectual disabilities for over eight years, and now worked in a very similar role as a Care Coordinator. In these positions she'd had the privilege

of working with our community's most vulnerable families. Her professional life had been spent advocating for them, and she believed that quality would be a great asset to the City Commission. Engaging with and responding to members of this community in a Commissioner's role would just be an extension of what she already did in her full-time job. Knowing the ins and outs of Medicare and Medicaid would be a valuable resource for the retirees and the disabled people of this City. If she was given the opportunity to be a part of this Commission, she felt she would bring approachability and respect to the role of City Commissioner. Addressing the citizens' needs in a fair and timely manner would be her utmost priority. Doing so from a place of empathy and respect which stemmed from her faith would enable her to listen to and form a connection with community members. She believed that keeping a clear distinction between business or personal interests and the role of City Commissioner was vital. She applied solely to serve her community, and she felt the skills she had developed in her professional life would be an added value. She did not have a business to promote or a job that would benefit from her being a Commissioner. She sincerely was only interested in this position to make Alamogordo the best City that it could be for those who lived here.

Mayor Pro-Tem Sikes said she had the same question for her. Ms. Miller said she was a registered Republican.

Mayor Boss pointed out that he was sure everyone who had applied knew this position was nonpartisan, and that was why he was not sure why it was important to know what their political affiliation was. This was a nonpartisan job. You were not a Republican or a Democrat in this position. He thought she had sworn to that under oath. Mayor Pro-Tem Sikes said indeed she had, but it was just that the last election was, to no one's surprise, extremely partisan. And she just wanted to bring out the fact that most of the people who would be on the Commission when it was all said and done would be Republicans, and everybody knew it.

Commissioner Payne felt that was incredibly inappropriate and in heading up this meeting, the Mayor needed to shut it down. She would respectfully request that he do so. It was incredibly inappropriate.

Mayor Boss said that was not a question which anyone had to answer. Mayor Pro-Tem Sikes said nobody had to answer. Commissioner Payne said she didn't have to ask it.

Commissioner McDonald asked Ms. Miller what she was passionate about. She wondered what the driving force was that gave her the push and the motivation because this would be another task she would be taking on. Ms. Miller said she had always been motivated to help people in her community. With her former job she was a Case Manager for people with developmental disabilities and she got to see how much of a need there was for people to advocate for them, and she really loved doing that. In that position she felt she did the best she could for as many years as she could, and when a better opportunity opened and it was going to be to help people as well, then she jumped on it. She volunteered in her church and with the Special Olympics in Otero County, and she was also part of the Senior Advisory Council.

**Mr. Nicholas Allen Paul** participated via telephone. Mr. Paul acknowledged his fellow applicants who had shown that they were willing to step up and serve the community. It took great courage and a loving heart to throw your name into the hat for an opportunity to serve the City, and he applauded each and every one of them that was present for their desire to serve. He also wished to thank the Mayor, Commissioners, and the City of Alamogordo for giving him the opportunity to

join telephonically as he quarantined safely at home. He apologized for not being able to attend in person as he would like nothing more than to stand before them. As noted in his application, Alamogordo had been his home for the better part of his life, and he was excited for a chance to give back in some small way. He believed that great leaders served and led by serving each other and through their service. As a local resident, business owner, and community volunteer, it was his desire to show his commitment to this community by serving with the intention of seeing Alamogordo continue to succeed and thrive. A lot of great things had been happening over time, and it was awesome to see as a resident. Had anyone told an 11-year-old Nick Paul that his seemingly insignificant role of soaping countless screws during the community build of Kids' Kingdom would establish a foundation to serve that same community three decades later, he probably would have told them that he wouldn't believe it. He stood here today humbled and excited to serve as a City Commissioner. It would be his goal to work diligently daily to serve the needs of the residents of District 1, but truly the City of Alamogordo in a nonpartisan way. He hoped to be the voice of his neighbors, friends, and family. He knew that through working with other Commissioners, we truly could meet the Mission of the City of Alamogordo to provide the best possible services to the citizens of Alamogordo with honesty, integrity, compassion, fairness, and a commitment to excellence. With that, he thanked everyone for giving him the opportunity to continue to build a foundation of service here in his local community. He appreciated them taking his application in consideration for appointment as City Commissioner for District 1, and he looked forward to working with each and every one of them.

Commissioner McDonald asked Mr. Paul about the event that made him realize that he wanted to serve the community. Was it the Kids' Kingdom project, and exactly what part of it made him want to serve. Mr. Paul said the biggest thing for him was hearing too many people often say they didn't see things happening or changing, and it was because they didn't take action. He did not want to be somebody that felt there needed to be a change or felt the calling to serve but who wasn't willing to step up. Things happened by taking initiative and being willing to serve whatever that capacity looked like. Several years ago, when he relocated back to Alamogordo, he started to get more involved in the community in serving and it had been one of the best experiences he'd had in his adult life. Commissioner McDonald asked what part of his skillsets would add to the Commission as a result of Mayor Boss leaving, radio personality and District 2 Commissioner Nadia Sikes leaving, and also taking the place of former District 1 Commissioner Jason Baldwin. What did he see he could build upon as a result of taking this position in the mid-term. Mr. Paul felt he brought the ability to think logically through things and to listen before he spoke. In doing so, it allowed him and the other Commissioners who he felt had the same qualities and skillsets to logically work through any issues or opportunities that were faced before the Commission and the City. As far as what he would bring to the table, was continuing the good things he felt had taken place in District 1, and to continue moving forward with a strong presence to the residents and constituents. He felt being available and being open to listening to input and advice from others and from the residents and constituents of District 1 was what would make that continue to be successful.

Commissioner Payne said there was more to being a Commissioner than just our set goals. Had Mr. Paul looked into, studied, and did he understand the importance of certain things. As a Commissioner you were privy to certain things, and you were not allowed to talk about them. A lot of what we did we understood we could not talk about until we were up here on the dais. Had he looked into that kind of thing, and how did he feel about it since he was pretty engaged in the business community. A lot of times people had a perception of things because they didn't know the whole story and we couldn't give the whole story. How did he feel about that in relation to

being in business. Mr. Paul said if he was appointed as District 1 Commissioner, anything that came before him in that capacity and any requirements and protocols that were laid upon those items that were being discussed would be first and foremost above anything else he had going businesswise or personal in his life. He would honor the seat of a Commissioner and the responsibilities that went along with it and would want to ensure that he was holding it in high integrity and in a professional manner in that capacity.

**Mr. Ronald L. Sanchez, Jr.**, said he had been in Alamogordo 25 years. He had four daughters, and his wife and he had made this place their home. The weather was beautiful, and it was a safe community. He would like to help to continue that to bring more people here. The businesses were great. He was a people person, and the glass was half full with him. He did not see or like negativity, and he was here for the constituents. He loved people and meeting and talking with them. He was here to represent District 1. He could only hope that he would be half the Commissioner that Jason Baldwin was, as Jason was a good person and did a good job for District 1 for a long time. Mr. Sanchez said he was a family man, had simple needs, he loved to golf, and he just wanted to give back. He had no drama in his life and wasn't a business owner, but he just wanted to do the right thing and he wanted to contribute. He had time on his hands because he teleworked, and he worked for Holloman as part of the test group program management. His work was demanding, but he could manage. He believed he had it in him. He loved this community and had made it his home, and he had no intentions of leaving here.

**Ms. Sara Rebecca Weihausen** said she had lived here for three years. She lived here as a kid, and most of the rest of her life was spent in Texas. It was very interesting to come here from there because in many ways some things here were more free than they were there, and some things there were more free than they were here. It was very regulated there and you couldn't do anything on your own property without them telling you what you could do. So, in answer to Commissioner McDonald's first question about property rights, she would stand up for people being able to do what they wanted to on their own property. Her neighbor had a big thing put up on the side of her carport which blocked her beautiful view of the mountains, but she would stand up and fight for her neighbor's right to have that there because it was on her property. Also, regarding the question of what we saw as the biggest issue right now, she saw the biggest issue coming was jobs. She had already been speaking with a lot of people in this town that were losing their jobs because of mandates, and they were looking for other jobs because of mandates. There were already not enough jobs here that paid well enough for people to stay here. Her parents went through that when we lived here as a kid. Her husband had two jobs right now, and both of them had now said starting in January they would either require mandates or testing. A lot of people were going through that now. She also believed it was very important for this Commission to stand up for people's Constitutional rights. She commended this Commission last year for standing up in the very beginning and sending a Resolution to the Governor when she was willing to shut down everything when we had no Covid cases in this town. She believed that was the biggest issue and the biggest thing this Commission needed to do right now, to stand up for this community. She also knew there were many other things and that was not the only issue. Right now, across from her driveway there was a hole which had been filled in, but which had not been paved back over. She lived on Union Avenue which kind of circled around, and she had lost count of how many times they had come in and dug things up to fix the water mains in her street. They had always done it quickly and paved it back over quickly until recently because there were not enough people to work right now. It had been covered over with dirt since September and dirt and rocks flew up every time someone drove over it. She was not here to complain about that, and she understood why it was still sitting there. She understood the infrastructure here needed to be

fixed, and the roads needed to be fixed, and there were many things this City needed to do. She was in support of the City using the American Rescue Plan money to buy new water tanks because she felt that was very necessary. She was not for using it to bail out businesses. She just saw today that 40 percent of the Federal unemployment funds were hacked into and went to Russia and China. She didn't believe it was the City's job to bail out what had been caused by State and Federal government. She was a conservative and would not apologize for that. She also looked at every issue individually and just like fighting for her neighbor to have her thing up blocking her pretty view, she would fight for people's freedom and for their rights.

**Mayor Boss called for a motion.**

Mayor Pro-Tem Sikes asked for clarification, as she understood that if the Commission did not successfully appoint someone tonight, that at the next Commission Meeting the Mayor would have the sole responsibility and right to make the appointment. City Clerk Hughes said that was correct. If no one was appointed tonight, at the next meeting the Mayor would make the appointment. Mayor Pro-Tem Sikes clarified that the next meeting was December 14<sup>th</sup>.

Mayor Pro-Tem Sikes felt that each of the people who spoke tonight would do a fine job. Each was very qualified, and each brought different skillsets to the dais. She didn't even know if the public knew, but we were not a very highly paid Commission. The people who were typically on the dais had other jobs. As a result, they were busy people and doing a lot of things. We received \$500 per month plus \$50 for each meeting. This was not the kind of job where you were going to be lining your pockets. She complimented each person who spoke tonight. She was a little disappointed in that she didn't see a lot of them here over the course of the past months or years attending Commission meetings and getting involved with the City. She believed that when you started as a City Commissioner, it made no sense. Understanding the process was important because it probably took a good year to get your feet wet here. When staff prepared information for them, they received a ton of stuff to read. It took a lot of dedication, and she applauded that so many people fought to fill the position and show up here tonight.

**Mayor Pro-Tem Sikes moved to appoint Rebecca Miller to fill the vacancy of District 1 City Commissioner.**

**Mayor Boss asked if there was a second on the motion.**

Commissioner McDonald said she appreciated the candidates speaking up on how they would mesh with the current Commission. She would like to nominate one of the candidates because she had worked with him. City Attorney Bengoechea clarified that there was a nomination on the floor, and it either had to receive a second, or die before another nomination could be made.

**Mayor Boss said he did not hear a second. He asked again if there was a second on the motion.**

**The motion died for lack of a second.**

**Commissioner McDonald moved to appoint Nicholas Paul to fill the vacancy.**

**Mayor Boss seconded the motion.**

**Roll Call Vote was taken.**

**Motion carried with a vote of 5-1-0. Mayor Pro-Tem Sikes voted nay.**

Mayor Boss congratulated Mr. Paul. Because he was not present tonight, he would not be sworn in until the next Commission Meeting and would join them at the dais then.

Commissioner Payne thanked everyone for coming out and speaking and for their willingness to step up. Mayor Boss echoed those sentiments.

## **PUBLIC COMMENT**

### **Wacinque BeMende commented on the following:**

Mr. BeMende said the Commissioners and the Mayor had received an email from him. The email was to make them aware that he had launched a campaign to attract between \$100 million and a billion dollars in philanthropic money to be given to a community. The idea came to him after Jeff Bezos gave the third person \$100 million. No one had ever given money to a community. He was a social impact entrepreneur and he saw this as an opportunity for a pilot. There were 3,000 billionaires, and the purpose of the marketing plan was to attract their attention to gift to the community and we would demonstrate that private philanthropic approach to solving some of the pressing problems which occurred. He wanted to make everyone aware that he was launching this campaign. This was an innovative idea he had to address a community.

### **Eugene Downer commented on the following:**

Mr. Downer recognized Mayor Boss and Mayor Pro-Tem Sikes for the excellent jobs they had done in their positions. Also, he wished to congratulate the Mayor-elect, who he was sure would do an excellent job. Regarding watering of the Desert Willow trees, at one point Ruth Gordon who was a former County agent had suggested to the City that they plant Desert Willows because they were native to this area. The Parks staff had done an excellent job in planting Desert Willows, and he wished to remind the City to give them a drink of water. He thanked City Manager Cesar for all the good work he did and was doing. He had a very helpful interaction with City Clerk Hughes and her staff on the subject of the City of Alamogordo paying sales taxes. Several years ago, he had received invoices from tree wholesalers to see what kind of trees the City had purchased in the past. He noticed that the City was paying sales tax on them and so he contacted them to see why, and they stated that they needed tax exempt certificates from the City. He then contacted Purchasing and requested they send tax exempt certificates out, which they did. Then the tree wholesaler stopped billing sales tax. He sent out emails to the staff and Commission with suggestions for a method in looking at this important question on whether the City was paying inappropriate sales tax when they didn't have to. With the help of the City Clerk and her staff they had looked only at the month of October, and he had no issue with that.

## **CITY MANAGER'S REPORT**

### **City Manager Cesar made the following remarks:**

1. City Manager Cesar said this was the time of year when City staff started the budgeting process for the next fiscal year. Beginning next week, they would have the departmental workshops in preparing the preliminary budget for next year. Come mid-February, he, the Assistant City Manager, and Finance would sit down with the various department heads and managers and go through their proposed budgets and make any changes. In mid-March they would have the meetings on personnel requests, capital, and any additional changes in the proposed budget. Toward the end of April, they planned to distribute the preliminary budget summaries to Commission. About mid-May they would hold the budget public hearings. In an upcoming Commission meeting, the Finance Director would have an item on the agenda to see if there was

anything the Commission would like them to possibly include in the budget or in a way that they may like something presented differently. That would be their opportunity to let staff know the information they would like to see or what they would like included in the budget.

#### **REMARKS AND INQUIRIES BY THE CITY COMMISSION**

---

##### **Commissioner Rardin made the following comments:**

Commissioner Rardin said he'd had a conversation with Senator Burt, and the State was going to be looking at redistricting next Monday. He would like to see if we could direct staff to draft a letter on behalf of the City of Alamogordo. They were looking at doing away with District 33. Right now, it encompassed about 50 percent of Alamogordo, and we had two Senators and one House seat which were in the majority of Alamogordo, and Willie Madrid from down south caught a little of it as well. If they were successful in the redistricting, they were looking at doing, it would take District 33, which was Senator Burt's seat, and move the majority of it over into Roswell and Chavez County. We would lose a Senate seat for this area and would just have Senator Griggs and Representative Black for this area. It would impact our capital outlay money because right now we had three or four different pots of money each year that we could pull from if they were generous enough to give it to us. If they were successful in this redistricting, they would move that district over closer to Chavez County. It was kind of a big deal for Alamogordo and Otero County. He could not add it as an agenda item for the next meeting because it would be too late by that point. Therefore, he had talked to the City Manager and asked if we could provide direction to the staff to send a letter on behalf of the City stating our position. Right now, it was 50 percent of Otero County, 28 percent Lincoln County, and 22 percent Chavez County. If they changed it, it would be mostly Chavez County, and we actually had a greater population here than in Chavez County. It made more sense for that seat to stay here. We had 67,000 population per this last Census, and they only had 64,000, so we were a hair bigger and growing according to the Census data. He wanted to get the feel of the Commission to see if we could get staff to fire off a letter signed by the Mayor and get it up there by Monday, if possible, to request that we keep that district as close to existing as possible.

Mayor Boss said he saw no problem with that. City Attorney Bengoechea said she was a little unclear on exactly what the letter should say, and if she were to get all seven of them in agreement, that would be rolling a quorum in violation of State law. Therefore, she was not sure how to make that happen. She was happy to write a letter on Commissioner Rardin's behalf and have him sign it. But to put the Commission's signature on it without it coming before them and doing the business in a public meeting would be violating some Sunshine Laws and she was not comfortable with that. Commissioner Rardin asked if the Mayor could sign it. City Attorney Bengoechea said the Mayor could sign it as the Mayor, but it wouldn't be on behalf of all seven of them. Commissioner Rardin said if it had the Mayor's signature on it, then it essentially said the same thing. City Attorney Bengoechea said if someone wanted to come in and tell her exactly what they wanted it to say, that would be okay. Commissioner Rardin said he would get with Senator Burt to see how it needed to be worded, but it was important that we keep this district as much of Otero County as possible.

Commissioner Payne said she had spoken with Senator Burt as well. She did have some language she could give for the letter. City Attorney Bengoechea said they could also draft letters for each of them individually that they each sent on their own as well. She just had concern with sending one on behalf of the entire Commission. Mayor Boss thought sending them individually sounded like the best way to do it.

Mayor Pro-Tem Sikes asked if the City had started working with anybody who was actually doing the redistricting. Did any of the organizations or companies get in touch with us, as she knew they had with the County, to assist in looking at the redistricting situation. Once the Census was completed, the whole purpose of redistricting was to make sure that an appropriate number of people were in each district. She didn't understand how they could take a district and just move part of it. What happened was that they looked at the existing cut of the district and looked at the appropriate number of people within each one. They didn't do it according to registered voters; they did it according to people. It had been seven or eight months since she had spoken with someone who was interested in working with the City, and he had asked for City Manager Cesar's contact information. City Manager Cesar said the City Planner had started working on it, and that process for the City and the districts within the City limits would start in the new calendar year. Mayor Pro-Tem Sikes said in the meantime we may be jumping the gun because first they had to decipher the maps that had been put together for redistricting. That was what they were going to be doing for the Special Session, so all we could say either as an individual or as a body was that we liked the way things were and please do not change them.

Commissioner Rardin said last year we had about \$750 to \$1 million in capital outlay funding per Senator, and then Representative Black got a pot of money herself. If they took that away from our district, then Chavez County was going to get that potential money rather than us for capital projects. Mayor Pro-Tem Sikes didn't think that was actually true. Commissioner Rardin said it was because we would lose our Senate seat and it would move over to Chavez County. Mayor Pro-Tem Sikes asked if Bill Burt would no longer be a Senator. Commissioner Rardin said that was correct because they would move him out of the district. Mayor Pro-Tem Sikes said if the land was there and it still included part of Otero County, then he could certainly throw his hat in the ring. Commissioner Rardin said it included Mescalero and that part of the County instead of Alamogordo. Right now, a majority of Alamogordo was in District 33. He thought Tenth Street was sort of like the line and Senator Burt represented one side and Senator Griggs represented the other. They were currently working with the demographer to look at a different map. The last time around they had brought us four or five different versions of the districts, and he was sure the State had the same rules as far as keeping a majority minority district within the City. He was assuming the State was probably the same way. He just felt it was important that we voice our concerns on that because it could potentially mean between \$500,000 and \$1 million per year worth of capital outlay money that either the City or Otero County got.

Commissioner Payne clarified the consensus was that we would each do a letter if we chose to. Mayor Boss asked if we would send the letter personally or as our position. Commissioner Payne said he would sign it as Mayor, but not on behalf of the Commission. Commissioner Rardin said he didn't understand why we couldn't just send one letter with the Mayor's signature on it. City Attorney Bengoechea said the Mayor could send one letter, but they could not roll a quorum. The problem was that if he was going to send it on everyone's behalf, then they would have to get everyone's approval on the letter, which would roll the quorum. Commissioner Rardin said it wasn't a policy or anything, just a letter saying we wanted to keep our Senate seat. City Attorney Bengoechea completely agreed, but she felt the Attorney General would feel different.

Commissioner McDonald asked if we knew this for sure because she had been looking at the map as they were sending it out, and she didn't get that feeling. Mayor Pro-Tem Sikes said we didn't know it for sure. There were three choices of redistricting maps, none of which had been decided upon, and that was what the Special Session was for. Commissioner Payne felt writing

a letter and just giving our input as they were going into Special Session was a reasonable thing. It was just sharing our feelings on it. We did represent the City and we probably needed to give that kind of input. Mayor Pro-Tem Sikes said she could certainly guarantee that if it was still within her purview to write a letter, then her decision would be very different from the others. Commissioner Payne said then she didn't have to write a letter; problem solved.

## **CONSENT AGENDA**

---

- 2. Approve the minutes for the November 9, 2021 Regular meeting. (*Rachel Hughs, City Clerk*)**
- 3. Approve the statements related to the Executive Closed Session held on November 9, 2021. (*Rachel Hughs, City Clerk*)**
- 4. Consider, and act upon, adoption and final publication of Ordinance 1639 to amend sections of Chapter 34 in the Alamogordo Code of Ordinances concerning Marijuana. (*Rachel Hughs, City Clerk and Petria Bengoechea, City Attorney*) (Roll Call Vote Required)**
- 5. Consider, and act upon, adoption and final publication of Ordinance 1640 approving the transfer for a Local Economic Development Project for secured financial assistance proposed by Ultra Health, LLC. (*Petria Bengoechea, City Attorney*) (Roll Call Vote Required)**
- 6. Consider, and act upon, adoption and final publication of Ordinance 1641 authorizing the issuance and sale of the City's debt obligation to refund the joint utility system. (*Evelyn Huff, Finance Director*) (Roll Call Vote Required)**
- 7. Consider, and act upon, adoption and final publication of Ordinance 1642 authorizing the issuance and sale of the City's debt obligation to refund the revenue debt issued on December 23, 2011. (*Evelyn Huff, Finance Director*) (Roll Call Vote Required)**
- 8. Consider, and act upon, adoption and final publication of Ordinance 1643 authorizing the issuance and sale of the City's debt obligation to refund the revenue debt issued on February 17, 2012. (*Evelyn Huff, Finance Director*) (Roll Call Vote Required)**
- 9. Consider, and act upon, approving the award of RFP 2021-07 Attorney Services for Water Law and Water Rights Services to Stein & Brockmann, P. A. (*David Nunnelley, Acting Public Works Director*)**
- 10. Consider, and act upon, accepting the NM State Library Grants-In-Aid to Public Libraries Agreement for the award of \$9,712.87 for the Alamogordo Public Library for FY2022 allowable expenditures which include library materials, programming supplies and staff professional development. (*Kim Underwood, Library Manager and Veronica Ortega, Community Services Director*)**
- 11. Consider, and act upon, the Investment Report for the quarter ending September 30, 2021, in accordance with the City of Alamogordo Investment Ordinance. (*Sue Ashe, Accounting Manager*)**

**12. Consider, and act upon, Aging and Long-term Services Department (ALTSD) severance tax bond funding to be used solely for the purchase and installation of Senior Center kitchen equipment, the total amount budgeted is \$25,063.00. (Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)**

**13. Consider, and act upon, the award of RFP 2021-08 On-Call HVAC Repairs and Maintenance Services to MGS Refrigeration Heating and Cooling. (David Nunnelley, Acting Public Works Director)**

**City Attorney Bengoechea pulled item Nos. 6, 7, and 8 from the Consent Agenda.**

**Commissioner Payne moved to approve the Consent Agenda as amended.**

**Commissioner Wright seconded the motion.**

**Roll Call Vote was taken.**

**Motion carried with a vote of 6-0-0.**

#### **ITEMS REMOVED FROM THE CONSENT CALENDAR**

**6. Consider, and act upon, adoption and final publication of Ordinance 1641 authorizing the issuance and sale of the City's debt obligation to refund the joint utility system. (Evelyn Huff, Finance Director) (Roll Call Vote Required)**

Mr. Chris Muirhead, Modrall, Sperling, Roehl, Harris & Sisk, PA, said he was here to explain the savings the City would receive as a result of this Ordinance, and the next two Ordinances as well, so that when the Commission voted they would understand what ultimately resulted from the proposal and that it ultimately came out a little better than expected. On the joint utility fund issue, that was now priced at \$5,505,000. The refunded loan in 2011 was at an average coupon or an average interest rate at 3.55 percent. The refunding interest cost was just under 1 percent for the new loan. It did not extend the maturity and kept the pledged revenues limited to the net revenues of the joint utility system. No other revenues were pledged. The Finance Authority as a lender had no lien or claim against the General Obligation monies or ad valorem taxes or any other revenues from this. The savings was just under \$670,000 over the ten years, which resulted in a net present value savings of 11.98 percent. DFA looked to see at minimum a 3 percent present value savings, so the City was four times on that particular loan.

Mr. Muirhead said the second issue (Ordinance 1642) was for the State shared Gross Receipts Tax refunding which was refunding a 2011 transaction. That new loan amount was \$4,456,000. The average coupon on the 2011 loan which was being refunded was 3.69 percent. The new interest rate was 1.2 percent, which resulted in a present value savings of \$543,960 over the ten years of the loan. That was a present value savings of 12.41 percent. Again, that was also four times on the loan. The pledge of the State shared Gross Receipts Tax revenues would continue. With all three of these loans, it did not change the pledge or the duration but just really substituted the much lower interest rates for savings for the community.

Mr. Muirhead said the second of the State shared Gross Receipts Tax (Ordinance 1643) was refunding the 2012 loan and was in the amount of \$3,603,000. The interest rate on the refunded portion was 3.24 percent, and the new interest rate was 1.16 percent. This one saved just under \$200,000 and had a present value savings of 5.34 percent. It was lower because the duration of this loan was for five more years and not ten years.

Mr. Muirhead said, in short, all three resulted in significant savings for the community.

**Commissioner Rardin moved to approve.  
Commissioner Wright seconded the motion.  
Roll Call Vote was taken.  
Motion carried with a vote of 6-0-0.**

**7. Consider, and act upon, adoption and final publication of Ordinance 1642 authorizing the issuance and sale of the City's debt obligation to refund the revenue debt issued on December 23, 2011. (*Evelyn Huff, Finance Director*) (Roll Call Vote Required)**

**Mayor Pro-Tem Sikes moved to approve.  
Commissioner Rardin seconded the motion.  
Roll Call Vote was taken.  
Motion carried with a vote of 6-0-0.**

**8. Consider, and act upon, adoption and final publication of Ordinance 1643 authorizing the issuance and sale of the City's debt obligation to refund the revenue debt issued on February 17, 2012. (*Evelyn Huff, Finance Director*) (Roll Call Vote Required)**

**Commissioner Payne moved to approve  
Mayor Pro-Tem Sikes seconded the motion.  
Roll Call Vote was taken.  
Motion carried with a vote of 6-0-0.**

#### **NEW BUSINESS**

---

**14. Consider, and act upon, canceling the December 28, 2021 Commission meeting. (*Brian Cesar, City Manager*)**

**Commissioner Rardin moved to approve.  
Commissioner McDonald seconded the motion.  
Motion carried with a vote of 6-0-0.**

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

Mayor Boss read the openings and reappointed Robert Hicks to the Airport Advisory Board, appointed Gwendolyn Penton to the Alamogordo Disability Council, appointed Rachel Anderson to the Alamogordo Promotion Board, and appointed John Whiteley to the Parks and Recreation Board. No one was opposed.

**Commissioner Rardin moved to adjourn at 7:35 p.m.  
Commissioner Payne seconded the motion.  
Motion carried with a vote of 6-0-0.**

**ADJOURNMENT**

---

---

*Mayor Richard Boss*

*ATTEST:*

---

*City Clerk Rachel Hughs*

(Prepared by Teresa Gutierrez, Deputy Clerk)

Approved at the Regular Meeting held on December 14, 2021.

# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

---

**Meeting Date:** 12/14/2021

**Report Date:** 12/06/2021

**Report No:** 4.

**Submitted By:** Rachel Hughs

---

**Subject:** Consider, and act upon, Resolution No. 2022-01 determining reasonable notice of meetings of the Alamogordo City Commission (Open Meetings Act). *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

---

**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

---

**Recommendation:** Approve the Resolution.

---

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

## **RESOLUTION NO. 2022-01**

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

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

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

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

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

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

**REGULAR MEETINGS:** Notice shall be given at least ten (10) days in advance of any regular meeting.

**SPECIAL MEETINGS:** Notice shall be given at least three (3) days in advance of any special meeting.

**EMERGENCY MEETINGS:** Notice shall be given at least twenty-four (24) hours in advance of any meeting considering emergency matters involving a clear and present danger to the health, welfare, or safety of the citizens of the City of Alamogordo.

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

**REGULAR MEETINGS:** Notices of the date, time, and place of such meeting shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least ten (10) days prior to the meeting, or by publication [as that term is defined in Section 3-1- 2(J) NMSA 1978 (As Amended)] of notice of date, time, and place of meeting at least ten (10) days prior to the meeting. An agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information about how an agenda may be obtained, shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least seventy-two (72) hours prior to the meeting. Proof of notice shall be accomplished by executing and filing in the official minutes of the Commission, a certificate by the Municipal Clerk attesting to posting in compliance herewith or by the publisher of the publishing newspaper attesting to publication in compliance herewith. Notice shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that submit a written request for such notice.

**SPECIAL AND EMERGENCY MEETINGS:** Notices of the date, time, and place of the meeting shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least three (3) days prior to the meeting for a Special Meeting, and at least twenty-four (24) hours prior to the meeting for an Emergency Meeting. Proof of notice shall be accomplished by executing and filing in the official minutes of the Commission, a certificate by the Municipal Clerk attesting to posting in compliance herewith. Notice shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that submit a written

request for such notice.

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

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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:** 12/14/2021

**Report Date:** 12/09/2021

**Report No:** 5.

**Submitted By:** Petria Bengoechea

---

**Subject:** Consider, and act upon, approval of MOU between the City of Alamogordo and the International Space Hall of Fame Museum to memorialize the agreement to host the City's annual fireworks display.  
(*Petria Bengoechea, City Attorney*)

---

**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

---

**Recommendation:**

---

**Background:** This MOU memorializes the agreement between the City of Alamogordo and the New Mexico Museum of Space History, a division of the New Mexico Department of Cultural Affairs State of New Mexico for the City to use the traditional launch site for its annual fireworks show on the Fourth of July. This is a four year agreement, which can be terminated by either party with 30 days notice.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO  
AND THE INTERNATIONAL SPACE HALL OF FAME MUSEUM**

This Memorandum of Understanding (MOU) memorializes the agreement between the City of Alamogordo (City), a New Mexico municipal corporation, and the New Mexico Museum of Space History (Museum), a division of the New Mexico Department of Cultural Affairs (NMDCA), a political subdivision of the State of New Mexico. The purpose of this MOU is to memorialize the agreement between the City and Museum regarding the 2022 Fourth of July fireworks show in Alamogordo, New Mexico.

**RECITALS**

- A. The City, in collaboration with other parties, presents a fireworks show (Fireworks Show), annually on the fourth of July in Alamogordo;
- B. The City desires to utilize certain portions (Premises) of the Museum campus (Museum Property) for the presentation of the Fireworks Show; a map showing the Premises and the Property are attached hereto as Exhibit A; and
- C. The Museum, recognizing that man's history in space would have been impossible without the creation and understanding of the physics and capabilities of explosive materials and rocketry, and further, desiring to build good will on behalf of the Museum with the Alamogordo community, desires to work collaboratively with the City on its presentation of the Fireworks Show;

NOW, THEREFORE, the parties set forth their mutually agreed to understanding and undertakings below:

- 1. The Recitals set forth above are incorporated herein by reference as if fully set forth.
- 2. The City shall undertake to do the following in connection with the Fireworks Show:
  - A. City shall procure any and all fireworks for the 2022 Fireworks Show solely at the City's expense.
  - B. City shall hire and contract with any and all third parties (City's Contractors) needed for the Fireworks Show; by way of example and not limitation, third parties to set up the fireworks for the Fireworks Show and to ignite or fire the fireworks.
  - C. City shall have immediately available the City Fire Department personnel and equipment to extinguish any accidental or inadvertent fires that might be caused on or about the Premises or Property, during or by the Fireworks Show and/or to respond to and/or treat any and all injuries during or in connection with the Fireworks Show.

D. City shall contractually require (i) any and all City Contractors who are providing the fireworks for the Fireworks Show, responsible for setting up the fireworks for the Fireworks Show, and/or igniting the fireworks or otherwise putting on the Fireworks Show, to carry a general liability insurance policy, and a property damage and liability policy, in amounts of no less than five million dollars (\$5,000,000) per occurrence and in the aggregate for injuries, liabilities and all other damages, occurring in connection with the set up, the presentation of and relating to the Fireworks Show; (ii) that each such Contractor shall add the Museum, NMDCA and the State of New Mexico, and their employees, as additional insureds, and shall provide to the Museum no less than two (2) weeks in advance of the Fireworks Show, accord certificates confirming such coverage; and (iii) that such coverage remain in place for any claims arising to and through the applicable statute of limitations.

E. In addition to the insurance provisions set forth in subsection 2(D) above, City shall further require any and all City Contractors carry insurance in amounts of not less than the City generally requires of its contractors and to indemnify, hold harmless and defend the Museum, NMDCA, the State of New Mexico and their employees against any and all demands, claims, causes of action, injuries, liabilities, damages, judgments, costs, expenses and fees, including reasonable attorney's fees arising out of or in connection with their negligence, willful acts or omissions to act, their presence on the Premises and the Property at any time and in connection with and during the Fireworks Show.

F. City shall in all advertising or promotional materials for the Fireworks Show list and/or otherwise identify the "New Mexico Museum of Space History" as working collaboratively with the City in the presentation of the City's Fireworks Show.

G. In the event that the Museum reasonably determines that it does not have sufficient staff to perform its undertaking as set forth in Section 3(D) below, City agrees to attempt to arrange for City staff to provide additional manpower for the Fireworks Show.

3. The Museum shall undertake to do the following in connection with the Fireworks Show:

A. Museum shall permit the City along with City personnel, e.g., Fire Department and Police Department, and City Contractors, who are in compliance with the insurance and indemnification provisions set forth in Section 2 above, access to reasonable use of the Premises at all reasonable times for the performance of their services in connection with the Fireworks Show, including, but not limited to, staging and shooting the fireworks for the Fireworks Show.

B. On July 4, at times reasonably agreed to between the Parties, the Museum shall provide for access utilizing the Road to Museum marked on Exhibit A, and parking and viewing in the Upper and Lower Parking Lots, and the Patio, respectively, as shown on Exhibit A, for persons desiring to view the Fireworks Show from the Property; provided, however, that no parking or viewing or use of any portion of the Premises by

the public shall be permitted in any area within the safety zone radius from the fireworks launch site as determined by the applicable jurisdictional authority.

C. Museum shall prepare such rules and procedures as it deems necessary to protect itself, its facilities and/or the public before, during and after the event, and shall reasonably share those with the City prior to the Fireworks Show.

D. Museum shall utilize Museum staff, including security personnel, to coordinate with the City's Contractors and the public, before, during and after the Fireworks Show.

4. The Parties mutually agree to undertake the following:

A. To meet as often as necessary to ensure that their efforts in connection with the Fireworks Show are fully and well coordinated.

B. To meet within thirty (30) days after the Fireworks Show to review how the Fireworks Show went and to discuss ways in which the event can be improved in the future.

C. To work cooperatively to ensure that the Fireworks Show is a safe and fun event.

5. Miscellaneous Provisions

A. This MOU shall be in place for four (4) years unless earlier terminated by one or both of the Parties.

B. This MOU can be terminated with or without cause at any time with thirty (30) days advance written notice to the other party.

C. Each party has had a reasonable opportunity to read this entire MOU, to discuss its contents and meaning with a representative of their choosing, and that the terms of this MOU are understood and voluntarily accepted.

D. No term or condition of this MOU shall be construed or interpreted as a waiver, either expressed or implied, by the City, State of New Mexico, NMDCA and/or the Museum of sovereign immunity and any of the immunities, rights, benefits or protections provided under the Tort Claims Act, NMSA 1978, Sections 41-4-1 to -30 (1976, as amended or as may be amended, including, without limitation, under any similar statute which may be subsequently enacted, or under any other applicable statutory and common law.

E. The performance of either and/or both Parties' obligations set forth in this MOU are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance by the Museum, or being made by the City for the performance by the City, of their respective undertakings set forth in this

MOU. Each Party's decision as to whether sufficient appropriations are available shall be accepted by the other Party and shall be final.

F. This MOU shall not be altered, changed or amended, except by written agreement signed by all the Parties.

IN WITNESS WHEREOF, City and Museum have executed this Memorandum of Understanding to be effective upon the full execution hereof.

MUSEUM OF SPACE HISTORY

By: \_\_\_\_\_  
CHRIS ORWOLL, Executive Director Date

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

By: \_\_\_\_\_  
Brian Cesar, City Manager Date

ATTEST:

By: \_\_\_\_\_  
Rachel Hughs, City Clerk Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Petria Bengoechea, City Attorney Date

ATTACHMENT

Exhibit A – Premises and Property Maps

2) Patio, Upper & Lower Parking Lots

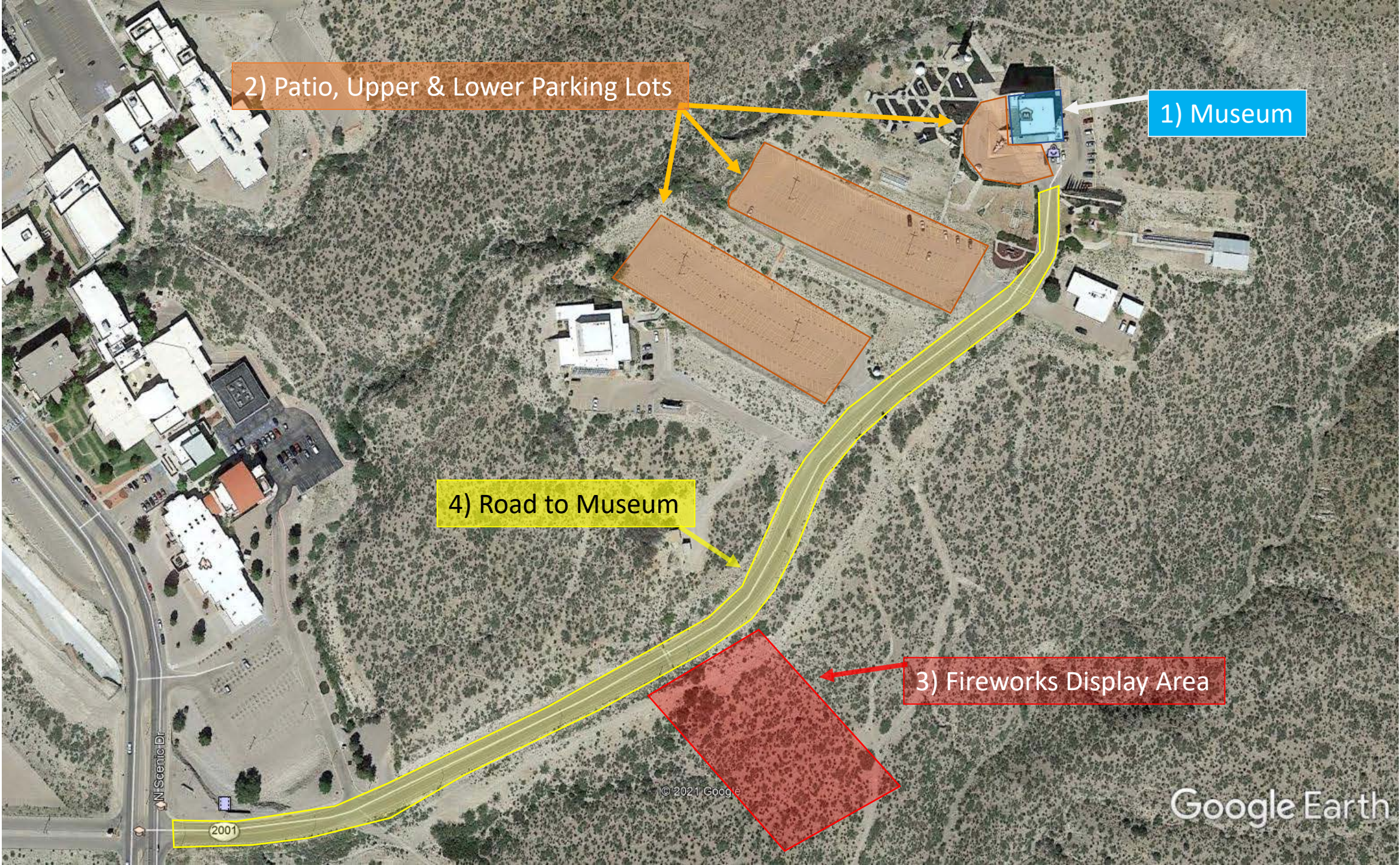
1) Museum

4) Road to Museum

3) Fireworks Display Area

© 2021 Google

Google Earth



# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

---

**Meeting Date:** 12/14/2021

**Report Date:** 12/07/2021

**Report No:** 6.

**Submitted By:** Evelyn Huff

---

**Subject:** Consider, and act upon, Resolution 2021-44 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of December 14, 2021. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

---

**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact: Beginning Cash Balances \$69,595,645

Revenues \$ 901,359 Increase

Expenditures \$ 1,673,859 Increase

Transfers In \$ 670,500 Increase

Transfers Out \$ 670,500 Increase

---

**Recommendation:** Approve the Resolution

---

**Background:** The City Commission adopted the FY 2021-2022 budget on May 11, 2021. The Department of Finance & Administration granted approval of the City of Alamogordo's Fiscal Year 2021-2022 Final Budget on August 12, 2021. Resolution 2021-44 amends the budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of the revisions are attached for your review.

**RESOLUTION NO. 2021-44**

**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 2021-22.**

**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 final approval to the City of Alamogordo, New Mexico's annual budget on August 12, 2021, for fiscal year 2021-2022; and

**WHEREAS**, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2021-2022.

**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 2022 be and hereby is revised as of December 14, 2021, to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2021-2022 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 December 14, 2021, as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2021-2022.

**PASSED, APPROVED AND ADOPTED** by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 14th day of December 2021.

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

**ALL FUNDS SUMMARY  
BUDGET 2021-2022**

1/12TH REQ RSRV  
1,632,641  
1/12TH REQ RSRV  
0  
Fund Reserve Policy  
560,074  
Bal. Remaining  
**3,202,151**

**FY22 BUDGET - RESOLUTION 2021-44 (#6) DECEMBER 14, 2021**

| FUND NO. | FY 2021-2022<br>FUND DESCRIPTION | UNAUDITED<br>BEGINNING<br>CASH<br>BALANCE | ESTIMATED<br>REVENUES | TRANSFERS<br>IN | TRANSFERS<br>OUT | NET<br>CASH<br>TRANSFERS | BUDGETED<br>EXPENDITURES | ESTIMATED<br>ENDING<br>CASH<br>BALANCE | LOCAL RESERVE<br>REQUIREMENTS<br>UNAVAILABLE<br>FOR BUDGETING | ADJUSTED<br>ENDING<br>CASH<br>BALANCE |
|----------|----------------------------------|-------------------------------------------|-----------------------|-----------------|------------------|--------------------------|--------------------------|----------------------------------------|---------------------------------------------------------------|---------------------------------------|
| 11       | GENERAL OPERATING FUND           | 14,022,061                                | 19,506,250            | 1,000,000       | 9,541,755        | (8,541,755)              | 19,591,690               | 5,394,866                              | 2,192,715                                                     | 3,202,151                             |
| 12       | INTERNAL SERVICE FUND            | 80,006                                    | 448,836               | 4,582,706       | 0                | 4,582,706                | 5,059,067                | 52,481                                 |                                                               | \$52,481                              |
| 15       | CORRECTIONS-JAIL                 | 45,984                                    | 75,994                | 45,000          | 248              | 44,752                   | 161,000                  | 5,730                                  |                                                               | \$5,730                               |
| 16       | LODGER'S TAX-PROMOTIONAL FUND    | 314,183                                   | 218,407               | 1,936           | 1,405            | 531                      | 190,952                  | 342,169                                |                                                               | \$342,169                             |
| 17       | POLICE COURT BOND                | 7,938                                     | 0                     | 0               | 0                | 0                        | 0                        | 7,938                                  |                                                               | \$7,938                               |
| 19       | COURT AUTOMATION FUND            | 8,582                                     | 50,000                | 0               | 10,571           | (10,571)                 | 40,895                   | 7,116                                  |                                                               | \$7,116                               |
| 20       | LODGER'S TAX-CITY                | 169,504                                   | 364,007               | 0               | 70,150           | (70,150)                 | 253,770                  | 209,591                                |                                                               | \$209,591                             |
| 21       | D.A.R.E. DONATIONS FUND          | 22,409                                    | 2,165                 | 0               | 0                | 0                        | 10,109                   | 14,465                                 |                                                               | \$14,465                              |
| 24       | GRANT CAPITAL IMPROVEMENT        | 0                                         | 3,114,417             | 15,414          | 0                | 15,414                   | 2,609,361                | 520,470                                |                                                               | \$520,470                             |
| 27       | MUNICIPAL COURT OPERATIONS       | 26,309                                    | 13,000                | 450,000         | 16,009           | 433,991                  | 450,691                  | 22,609                                 |                                                               | \$22,609                              |
| 28       | POLICE CONTINGENCY               | 69,213                                    | 2,549                 | 0               | 0                | 0                        | 10,000                   | 61,762                                 |                                                               | \$61,762                              |
| 31       | CEMETERY-PERPETUAL CARE          | 816,480                                   | 20,140                | 0               | 0                | 0                        | 0                        | 836,620                                |                                                               | \$836,620                             |
| 32       | COMMUNITY SERVICES               | 438,488                                   | 468,409               | 4,704,888       | 617,373          | 4,087,515                | 4,988,434                | 5,978                                  |                                                               | \$5,978                               |
| 33       | FIRE PROTECTION                  | 689,963                                   | 662,583               | 0               | 0                | 0                        | 1,262,643                | 89,903                                 |                                                               | \$89,903                              |
| 35       | HIDTA GRANT FUND                 | 0                                         | 17,400                | 0               | 0                | 0                        | 17,400                   | 0                                      |                                                               | \$0                                   |
| 36       | LAW ENFORCEMENT FUND             | 4,818                                     | 55,200                | 0               | 0                | 0                        | 60,018                   | (0)                                    |                                                               | (\$0)                                 |
| 37       | STATE HIGHWAY FUND               | 147,869                                   | 70,751                | 0               | 0                | 0                        | 128,828                  | 89,792                                 |                                                               | \$89,792                              |
| 38       | TRAFFIC SAFETY FUND              | 54,656                                    | 10,491                | 0               | 0                | 0                        | 10,000                   | 55,147                                 |                                                               | \$55,147                              |
| 39       | STATE JUDICIAL                   | 2,749                                     | 75,500                | 0               | 0                | 0                        | 75,500                   | 2,749                                  |                                                               | \$2,749                               |
| 42       | 1984 GROSS RECEIPTS TAX          | 2,385,672                                 | 1,730,991             | 0               | 2,150,774        | (2,150,774)              | 22,675                   | 1,943,214                              | 252,119                                                       | \$1,691,095                           |
| 44       | TRANSPORTATION FUND              | 165,480                                   | 1,239,016             | 1,976,537       | 140,914          | 1,835,623                | 3,235,453                | 4,666                                  |                                                               | \$4,666                               |
| 48       | NEW MEXICO C.D.B.G.              | 0                                         | 500,000               | 1,406,305       | 0                | 1,406,305                | 1,906,305                | 0                                      |                                                               | \$0                                   |
| 49       | 1986 GROSS RECEIPTS TAX          | 3,911,631                                 | 1,781,383             | 0               | 2,742,303        | (2,742,303)              | 1,150,657                | 1,800,054                              | 268,391                                                       | \$1,531,663                           |
| 50       | PROPERTY ACQUISITION             | 85,010                                    | 0                     | 0               | 0                | 0                        | 0                        | 85,010                                 |                                                               | \$85,010                              |
| 53       | GENERAL OBLIGATION               | 908,523                                   | 1,062,849             | 0               | 0                | 0                        | 1,114,058                | 857,314                                | 557,029                                                       | \$300,285                             |
| 54       | REVERSE OSMOSIS PROJECT RSV      | 21,967                                    | 0                     | 16,239          | 0                | 16,239                   | 16,239                   | 21,967                                 |                                                               | \$21,967                              |
| 56       | 99 GRT FLOOD CONTROL BOND PROJ   | 7                                         | 29,091                | 1,830,905       | 19,476           | 1,811,429                | 1,608,382                | 232,145                                |                                                               | \$232,145                             |
| 59       | REVENUE BOND P & I FUND          | 150,101                                   | 7,363                 | 2,679,243       | 0                | 2,679,243                | 2,679,243                | 157,464                                |                                                               | \$157,464                             |
| 61       | MUNICIPAL INFRASTRUCTURE .0625%  | 890,520                                   | 437,756               | 0               | 468,000          | (468,000)                | 5,669                    | 854,607                                |                                                               | \$854,607                             |
| 63       | COMMUNITY DEVELOPMENT            | 6,519                                     | 0                     | 505,090         | 37,143           | 467,947                  | 472,434                  | 2,032                                  |                                                               | \$2,032                               |
| 69       | 1994 GROSS RECEIPTS              | 2,560,463                                 | 1,755,150             | 0               | 1,956,102        | (1,956,102)              | 22,675                   | 2,336,836                              | 553,051                                                       | \$1,783,785                           |
| 71       | ALAMO SENIOR CENTER              | 2,079                                     | 912,916               | 852,500         | 0                | 852,500                  | 1,739,448                | 28,047                                 |                                                               | \$28,047                              |
| 74       | ALAMO SENIOR CENTER GIFT         | 138,081                                   | 21,238                | 0               | 0                | 0                        | 71,996                   | 87,323                                 |                                                               | \$87,323                              |
| 75       | RETIRED & SENIOR VOL. PROGRAM    | 14,328                                    | 176,851               | 46,000          | 16,102           | 29,898                   | 205,231                  | 15,846                                 |                                                               | \$15,846                              |
| 81       | WATER/SEWER OPERATING            | 5,996,510                                 | 18,887,667            | 3,703,413       | 1,855,098        | 1,848,315                | 20,925,294               | 5,807,198                              | 1,463,850                                                     | \$4,343,348                           |
| 82       | 98 JT WATER/SEWER BOND P&I       | 1,583,799                                 | 32,886                | 1,893,605       | 0                | 1,893,605                | 1,893,607                | 1,616,683                              |                                                               | \$1,616,683                           |
| 86       | SOLID WASTE COLLECTION SYS.      | 584,696                                   | 2,107,151             | 0               | 135,438          | (135,438)                | 2,153,773                | 402,636                                | 178,583                                                       | \$224,053                             |
| 88       | BONITO CAMPGROUND                | 394,450                                   | 3,498                 | 0               | 0                | 0                        | 4,000                    | 393,948                                |                                                               | \$393,948                             |
| 89       | ESGRT .0625%                     | 2,538,217                                 | 458,704               | 0               | 1,406,625        | (1,406,625)              | 995,582                  | 594,714                                |                                                               | \$594,714                             |
| 90       | GOLF COURSE                      | 72,040                                    | 1,473,298             | 660,000         | 91,334           | 568,666                  | 2,110,514                | 3,490                                  |                                                               | \$3,490                               |

|               |                               |            |            |            |            |             |            |            |           |             |
|---------------|-------------------------------|------------|------------|------------|------------|-------------|------------|------------|-----------|-------------|
| 91            | AIRPORT                       | 17,373     | 712,425    | 65,000     | 53,178     | 11,822      | 740,750    | 870        |           | \$870       |
| 94            | OTERO GREENTREE REG LANDFILL  | 4,909,828  | 1,379,465  | 0          | 725        | (725)       | 4,528,855  | 1,759,713  |           | \$1,759,713 |
| 96            | SELF-INSURED FUND             | 561,415    | 64,595     | 0          | 150,000    | (150,000)   | 75,628     | 400,382    |           | \$400,382   |
| 98            | PAYROLL CLEARING              | 291,874    | 0          | 0          | 0          | 0           | 0          | 291,874    |           | \$291,874   |
| 104           | UTILITY DEPOSITS              | 653,070    | 0          | 0          | 0          | 0           | 0          | 653,070    |           | \$653,070   |
| 105           | ECONOMIC DEVELOPMENT          | 4,508,656  | 925,576    | 0          | 0          | 0           | 423,257    | 5,010,975  |           | \$5,010,975 |
| 107           | SELF INSURED/LIABILITY        | 1,176,628  | 6,805      | 0          | 0          | 0           | 635,000    | 548,433    |           | \$548,433   |
| 109           | 2004 GRT CAPITAL OUTLAY       | 15,469,629 | 3,593,680  | 0          | 4,954,058  | (4,954,058) | 9,102,805  | 5,006,446  | 534,452   | \$4,471,994 |
| 114           | SIDEWALKS REVOLVING LOANS     | 143,001    | 1,454      | 0          | 0          | 0           | 0          | 144,455    |           | \$144,455   |
| 115           | CORP ESCROW ACCOUNT RESERVE   | 1,000      | 0          | 0          | 0          | 0           | 0          | 1,000      |           | \$1,000     |
| 119           | 2012 GRT REF/IMP REVBD        | 407,932    | 29,960     | 0          | 0          | 0           | 154,384    | 283,508    |           | \$283,508   |
| 121           | 2015 GO BONDS-FUN CENTER      | 90,064     | 914        | 0          | 0          | 0           | 0          | 90,978     |           | \$90,978    |
| 122           | 2015 GO BONDS-STREETS         | 174,516    | 1,771      | 0          | 0          | 0           | 0          | 176,287    |           | \$176,287   |
| 124           | AMERICAN RESCUE PLAN ACT      | 0          | 3,952,892  | 0          | 0          | 0           | 3,952,892  | 0          |           | \$0         |
| 901           | HOUSING LOW RENT OPERATING    | 1,146,135  | 822,703    | 0          | 0          | 0           | 1,063,881  | 904,957    | 354,627   | \$550,330   |
| 903           | HOUSING HOMEOWNERSHIP OPER    | 713,222    | 1,525      | 0          | 0          | 0           | 17,921     | 696,826    |           | \$696,826   |
| 904           | HOUSING CAPITAL FUND PROJECTS | 0          | 1,333,878  | 0          | 0          | 0           | 1,333,878  | 0          |           | \$0         |
| TOTALS FY2022 |                               | 69,595,645 | 70,621,550 | 26,434,781 | 26,434,781 | 0           | 99,282,844 | 40,934,351 | 6,354,817 | 34,579,534  |

## ALL FUNDS SUMMARY

BUDGET 2021-2022

1/12TH REQ RSRV

1,632,641

1/12TH REQ RSRV

0

Fund Reserve Policy

560,074

Bal. Remaining

**3,272,651**

## FY22 BUDGET - RESOLUTION 2021-44 (#6) DECEMBER 14, 2021

| FUND NO. | FY 2021-2022<br>FUND DESCRIPTION        | UNAUDITED<br>BEGINNING<br>CASH<br>BALANCE | ESTIMATED<br>REVENUES | TRANSFERS<br>IN  | TRANSFERS<br>OUT | NET<br>CASH<br>TRANSFERS | BUDGETED<br>EXPENDITURES | ESTIMATED<br>ENDING<br>CASH<br>BALANCE | LOCAL RESERVE<br>REQUIREMENTS<br>UNAVAILABLE<br>FOR BUDGETING | ADJUSTED<br>ENDING<br>CASH<br>BALANCE |
|----------|-----------------------------------------|-------------------------------------------|-----------------------|------------------|------------------|--------------------------|--------------------------|----------------------------------------|---------------------------------------------------------------|---------------------------------------|
| 11       | GENERAL OPERATING FUND                  | 14,022,061                                | 19,505,705            | 1,000,000        | 9,471,255        | (8,471,255)              | 19,591,145               | 5,465,366                              | 2,192,715                                                     | 3,272,651                             |
|          | Revision #2-Senior Center Bldg. Repairs |                                           |                       |                  | 37,500           | (37,500)                 |                          | (37,500)                               |                                                               | (37,500)                              |
|          | Revision #3-Vehicles Cost Increase      |                                           |                       |                  | 33,000           | (33,000)                 |                          | (33,000)                               |                                                               | (33,000)                              |
|          | Revision #6-Sale of Scrap               |                                           | 545                   |                  |                  | 0                        | 545                      | 0                                      |                                                               | 0                                     |
|          | <b>Total Revised Fund 11</b>            | <b>14,022,061</b>                         | <b>19,506,250</b>     | <b>1,000,000</b> | <b>9,541,755</b> | <b>(8,541,755)</b>       | <b>19,591,690</b>        | <b>5,394,866</b>                       | <b>2,192,715</b>                                              | <b>3,202,151</b>                      |
| 12       | INTERNAL SERVICE FUND                   | 80,006                                    | 448,777               | 4,549,706        | 0                | 4,549,706                | 4,926,008                | 152,481                                |                                                               | \$152,481                             |
|          | Revision #3-Vehicles Cost Increase      |                                           |                       | 33,000           |                  | 33,000                   | 33,000                   | 0                                      |                                                               | \$0                                   |
|          | Revision #6-Sale of Scrap               |                                           | 59                    |                  |                  | 0                        | 59                       | 0                                      |                                                               | \$0                                   |
|          | Revision #7-Contract Services           |                                           |                       |                  |                  |                          | 100,000                  | (100,000)                              |                                                               | (\$100,000)                           |
|          | <b>Total Revised Fund 12</b>            | <b>80,006</b>                             | <b>448,836</b>        | <b>4,582,706</b> | <b>0</b>         | <b>4,582,706</b>         | <b>5,059,067</b>         | <b>52,481</b>                          |                                                               | <b>52,481</b>                         |
| 15       | CORRECTIONS-JAIL                        | 45,984                                    | 75,994                | 45,000           | 248              | 44,752                   | 161,000                  | 5,730                                  |                                                               | \$5,730                               |
|          | <b>Total Revised Fund 15</b>            | <b>45,984</b>                             | <b>75,994</b>         | <b>45,000</b>    | <b>248</b>       | <b>44,752</b>            | <b>161,000</b>           | <b>5,730</b>                           |                                                               | <b>5,730</b>                          |
| 16       | LODGER'S TAX-PROMOTIONAL FUND           | 314,183                                   | 218,407               | 1,936            | 1,405            | 531                      | 190,952                  | 342,169                                |                                                               | \$342,169                             |
|          | <b>Total Revised Fund 16</b>            | <b>314,183</b>                            | <b>218,407</b>        | <b>1,936</b>     | <b>1,405</b>     | <b>531</b>               | <b>190,952</b>           | <b>342,169</b>                         |                                                               | <b>342,169</b>                        |
| 17       | POLICE COURT BOND                       | 7,938                                     | 0                     | 0                | 0                | 0                        | 0                        | 7,938                                  |                                                               | \$7,938                               |
|          | <b>Total Revised Fund 17</b>            | <b>7,938</b>                              | <b>0</b>              | <b>0</b>         | <b>0</b>         | <b>0</b>                 | <b>0</b>                 | <b>7,938</b>                           |                                                               | <b>7,938</b>                          |
| 19       | COURT AUTOMATION FUND                   | 8,582                                     | 50,000                | 0                | 10,571           | (10,571)                 | 40,895                   | 7,116                                  |                                                               | \$7,116                               |
|          | <b>Total Revised Fund 19</b>            | <b>8,582</b>                              | <b>50,000</b>         | <b>0</b>         | <b>10,571</b>    | <b>(10,571)</b>          | <b>40,895</b>            | <b>7,116</b>                           |                                                               | <b>7,116</b>                          |
| 20       | LODGER'S TAX-CITY                       | 169,504                                   | 364,007               | 0                | 70,150           | (70,150)                 | 253,770                  | 209,591                                |                                                               | \$209,591                             |
|          | <b>Total Revised Fund 20</b>            | <b>169,504</b>                            | <b>364,007</b>        | <b>0</b>         | <b>70,150</b>    | <b>(70,150)</b>          | <b>253,770</b>           | <b>209,591</b>                         |                                                               | <b>209,591</b>                        |
| 21       | D.A.R.E. DONATIONS FUND                 | 22,409                                    | 2,165                 |                  |                  | 0                        | 8,109                    | 16,465                                 |                                                               | \$16,465                              |
|          | Revision #1-D.A.R.E. Program restart    |                                           |                       |                  |                  | 0                        | 2,000                    | (2,000)                                |                                                               | (\$2,000)                             |
|          | <b>Total Revised Fund 21</b>            | <b>22,409</b>                             | <b>2,165</b>          | <b>0</b>         | <b>0</b>         | <b>0</b>                 | <b>10,109</b>            | <b>14,465</b>                          |                                                               | <b>14,465</b>                         |
| 24       | GRANT CAPITAL IMPROVEMENT               | 0                                         | 3,114,417             | 15,414           | 0                | 15,414                   | 2,609,361                | 520,470                                |                                                               | \$520,470                             |
|          | <b>Total Revised Fund 24</b>            | <b>0</b>                                  | <b>3,114,417</b>      | <b>15,414</b>    | <b>0</b>         | <b>15,414</b>            | <b>2,609,361</b>         | <b>520,470</b>                         |                                                               | <b>520,470</b>                        |
| 27       | MUNICIPAL COURT OPERATIONS              | 26,309                                    | 13,000                | 450,000          | 16,009           | 433,991                  | 450,691                  | 22,609                                 |                                                               | \$22,609                              |
|          | <b>Total Revised Fund 27</b>            | <b>26,309</b>                             | <b>13,000</b>         | <b>450,000</b>   | <b>16,009</b>    | <b>433,991</b>           | <b>450,691</b>           | <b>22,609</b>                          |                                                               | <b>22,609</b>                         |
| 28       | POLICE CONTINGENCY                      | 69,213                                    | 2,549                 |                  |                  | 0                        | 10,000                   | 61,762                                 |                                                               | \$61,762                              |
|          | <b>Total Revised Fund 28</b>            | <b>69,213</b>                             | <b>2,549</b>          | <b>0</b>         | <b>0</b>         | <b>0</b>                 | <b>10,000</b>            | <b>61,762</b>                          |                                                               | <b>61,762</b>                         |
| 31       | CEMETERY-PERPETUAL CARE                 | 816,480                                   | 20,140                |                  |                  | 0                        |                          | 836,620                                |                                                               | \$836,620                             |
|          | <b>Total Revised Fund 31</b>            | <b>816,480</b>                            | <b>20,140</b>         | <b>0</b>         | <b>0</b>         | <b>0</b>                 | <b>0</b>                 | <b>836,620</b>                         |                                                               | <b>836,620</b>                        |
| 32       | COMMUNITY SERVICES                      | 438,488                                   | 468,409               | 4,704,888        | 617,373          | 4,087,515                | 4,988,434                | 5,978                                  |                                                               | \$5,978                               |
|          | <b>Total Revised Fund 32</b>            | <b>438,488</b>                            | <b>468,409</b>        | <b>4,704,888</b> | <b>617,373</b>   | <b>4,087,515</b>         | <b>4,988,434</b>         | <b>5,978</b>                           |                                                               | <b>5,978</b>                          |
| 33       | FIRE PROTECTION                         | 689,963                                   | 662,583               | 0                | 0                | 0                        | 1,262,643                | 89,903                                 |                                                               | \$89,903                              |
|          | <b>Total Revised Fund 33</b>            | <b>689,963</b>                            | <b>662,583</b>        | <b>0</b>         | <b>0</b>         | <b>0</b>                 | <b>1,262,643</b>         | <b>89,903</b>                          |                                                               | <b>89,903</b>                         |

|    |                                                |                  |                  |                  |                  |                    |                  |                  |                |                    |
|----|------------------------------------------------|------------------|------------------|------------------|------------------|--------------------|------------------|------------------|----------------|--------------------|
| 35 | HIDTA GRANT FUND                               | 0                | 17,400           |                  |                  | 0                  | 17,400           | 0                |                | \$0                |
|    | <b>Total Revised Fund 35</b>                   | <b>0</b>         | <b>17,400</b>    | <b>0</b>         | <b>0</b>         | <b>0</b>           | <b>17,400</b>    | <b>0</b>         |                | <b>0</b>           |
| 36 | LAW ENFORCEMENT FUND                           | 4,818            | 55,200           | 0                | 0                | 0                  | 60,018           | (0)              |                | (\$0)              |
|    | <b>Total Revised Fund 36</b>                   | <b>4,818</b>     | <b>55,200</b>    | <b>0</b>         | <b>0</b>         | <b>0</b>           | <b>60,018</b>    | <b>(0)</b>       |                | <b>(0)</b>         |
| 37 | STATE HIGHWAY FUND                             | 147,869          | 70,751           | 0                | 0                | 0                  | 128,828          | 89,792           |                | \$89,792           |
|    | <b>Total Revised Fund 37</b>                   | <b>147,869</b>   | <b>70,751</b>    | <b>0</b>         | <b>0</b>         | <b>0</b>           | <b>128,828</b>   | <b>89,792</b>    |                | <b>\$89,792</b>    |
| 38 | TRAFFIC SAFETY FUND                            | 54,656           | 10,491           | 0                | 0                | 0                  | 10,000           | 55,147           |                | \$55,147           |
|    | <b>Total Revised Fund 38</b>                   | <b>54,656</b>    | <b>10,491</b>    | <b>0</b>         | <b>0</b>         | <b>0</b>           | <b>10,000</b>    | <b>55,147</b>    |                | <b>\$55,147</b>    |
| 39 | STATE JUDICIAL                                 | 2,749            | 75,500           |                  |                  | 0                  | 75,500           | 2,749            |                | \$2,749            |
|    | <b>Total Revised Fund 39</b>                   | <b>2,749</b>     | <b>75,500</b>    | <b>0</b>         | <b>0</b>         | <b>0</b>           | <b>75,500</b>    | <b>2,749</b>     |                | <b>\$2,749</b>     |
| 42 | 1984 GROSS RECEIPTS TAX                        | 2,385,672        | 1,730,991        | 0                | 2,150,774        | (2,150,774)        | 22,675           | 1,943,214        | 252,119        | \$1,691,095        |
|    | <b>Total Revised Fund 42</b>                   | <b>2,385,672</b> | <b>1,730,991</b> | <b>0</b>         | <b>2,150,774</b> | <b>(2,150,774)</b> | <b>22,675</b>    | <b>1,943,214</b> | <b>252,119</b> | <b>\$1,691,095</b> |
| 44 | TRANSPORTATION FUND                            | 165,480          | 1,239,016        | 1,976,537        | 140,914          | 1,835,623          | 3,235,453        | 4,666            |                | \$4,666            |
|    | <b>Total Revised Fund 44</b>                   | <b>165,480</b>   | <b>1,239,016</b> | <b>1,976,537</b> | <b>140,914</b>   | <b>1,835,623</b>   | <b>3,235,453</b> | <b>4,666</b>     |                | <b>\$4,666</b>     |
| 48 | NEW MEXICO C.D.B.G.                            | 0                | 500,000          | 806,305          | 0                | 806,305            | 1,306,305        | 0                |                | \$0                |
|    | <i>Revision #4-Increase Project funding</i>    |                  |                  | 600,000          |                  | 600,000            | 600,000          | 0                |                | \$0                |
|    | <b>Total Revised Fund 48</b>                   | <b>0</b>         | <b>500,000</b>   | <b>1,406,305</b> | <b>0</b>         | <b>1,406,305</b>   | <b>1,906,305</b> | <b>0</b>         |                | <b>\$0</b>         |
| 49 | 1986 GROSS RECEIPTS TAX                        | 3,911,631        | 1,781,383        | 0                | 2,742,303        | (2,742,303)        | 1,150,657        | 1,800,054        | 268,391        | \$1,531,663        |
|    | <b>Total Revised Fund 49</b>                   | <b>3,911,631</b> | <b>1,781,383</b> | <b>0</b>         | <b>2,742,303</b> | <b>(2,742,303)</b> | <b>1,150,657</b> | <b>1,800,054</b> | <b>268,391</b> | <b>\$1,531,663</b> |
| 50 | PROPERTY ACQUISITION                           | 85,010           | 0                | 0                | 0                | 0                  | 0                | 85,010           |                | \$85,010           |
|    | <b>Total Revised Fund 50</b>                   | <b>85,010</b>    | <b>0</b>         | <b>0</b>         | <b>0</b>         | <b>0</b>           | <b>0</b>         | <b>85,010</b>    |                | <b>\$85,010</b>    |
| 53 | GENERAL OBLIGATION                             | 908,523          | 1,062,849        |                  |                  | 0                  | 1,114,058        | 857,314          | 557,029        | \$300,285          |
|    | <b>Total Revised Fund 53</b>                   | <b>908,523</b>   | <b>1,062,849</b> | <b>0</b>         | <b>0</b>         | <b>0</b>           | <b>1,114,058</b> | <b>857,314</b>   | <b>557,029</b> | <b>\$300,285</b>   |
| 54 | REVERSE OSMOSIS PROJECT RSV                    | 21,967           | 0                | 16,239           | 0                | 16,239             | 16,239           | 21,967           |                | \$21,967           |
|    | <b>Total Revised Fund 54</b>                   | <b>21,967</b>    | <b>0</b>         | <b>16,239</b>    | <b>0</b>         | <b>16,239</b>      | <b>16,239</b>    | <b>21,967</b>    |                | <b>\$21,967</b>    |
| 56 | 99 GRT FLOOD CONTROL BOND PROJ                 | 7                | 29,091           | 1,830,905        | 19,476           | 1,811,429          | 1,608,382        | 232,145          |                | \$232,145          |
|    | <b>Total Revised Fund 56</b>                   | <b>7</b>         | <b>29,091</b>    | <b>1,830,905</b> | <b>19,476</b>    | <b>1,811,429</b>   | <b>1,608,382</b> | <b>232,145</b>   |                | <b>\$232,145</b>   |
| 59 | REVENUE BOND P & I FUND                        | 150,101          | 7,363            | 2,679,243        |                  | 2,679,243          | 2,679,243        | 157,464          |                | \$157,464          |
|    | <b>Total Revised Fund 59</b>                   | <b>150,101</b>   | <b>7,363</b>     | <b>2,679,243</b> | <b>0</b>         | <b>2,679,243</b>   | <b>2,679,243</b> | <b>157,464</b>   |                | <b>\$157,464</b>   |
| 61 | MUNICIPAL INFRASTRUCTURE .0625%                | 890,520          | 437,756          | 0                | 468,000          | (468,000)          | 5,669            | 854,607          |                | \$854,607          |
|    | <b>Total Revised Fund 61</b>                   | <b>890,520</b>   | <b>437,756</b>   | <b>0</b>         | <b>468,000</b>   | <b>(468,000)</b>   | <b>5,669</b>     | <b>854,607</b>   |                | <b>\$854,607</b>   |
| 63 | COMMUNITY DEVELOPMENT                          | 6,519            | 0                | 505,090          | 37,143           | 467,947            | 472,434          | 2,032            |                | \$2,032            |
|    | <b>Total Revised Fund 63</b>                   | <b>6,519</b>     | <b>0</b>         | <b>505,090</b>   | <b>37,143</b>    | <b>467,947</b>     | <b>472,434</b>   | <b>2,032</b>     |                | <b>\$2,032</b>     |
| 69 | 1994 GROSS RECEIPTS                            | 2,560,463        | 1,755,150        | 0                | 1,956,102        | (1,956,102)        | 22,675           | 2,336,836        | 553,051        | \$1,783,785        |
|    | <b>Total Revised Fund 69</b>                   | <b>2,560,463</b> | <b>1,755,150</b> | <b>0</b>         | <b>1,956,102</b> | <b>(1,956,102)</b> | <b>22,675</b>    | <b>2,336,836</b> | <b>553,051</b> | <b>\$1,783,785</b> |
| 71 | ALAMO SENIOR CENTER                            | 2,079            | 912,161          | 815,000          | 0                | 815,000            | 1,701,193        | 28,047           |                | \$28,047           |
|    | <i>Revision #2-Senior Center Bldg. Repairs</i> |                  |                  | 37,500           |                  | 37,500             | 37,500           | 0                |                | \$0                |
|    | <i>Revision #6-Sale of Scrap</i>               |                  | 755              |                  |                  |                    | 755              | 0                |                | \$0                |
|    | <b>Total Revised Fund 71</b>                   | <b>2,079</b>     | <b>912,916</b>   | <b>852,500</b>   | <b>0</b>         | <b>852,500</b>     | <b>1,739,448</b> | <b>28,047</b>    |                | <b>\$28,047</b>    |
| 74 | ALAMO SENIOR CENTER GIFT                       | 138,081          | 21,238           | 0                | 0                | 0                  | 71,996           | 87,323           |                | \$87,323           |
|    | <b>Total Revised Fund 74</b>                   | <b>138,081</b>   | <b>21,238</b>    | <b>0</b>         | <b>0</b>         | <b>0</b>           | <b>71,996</b>    | <b>87,323</b>    |                | <b>\$87,323</b>    |

|     |                                             |                   |                   |                   |                   |                    |                   |                   |                  |                   |
|-----|---------------------------------------------|-------------------|-------------------|-------------------|-------------------|--------------------|-------------------|-------------------|------------------|-------------------|
| 75  | RETIRED & SENIOR VOL. PROGRAM               | 14,328            | 176,851           | 46,000            | 16,102            | 29,898             | 205,231           | 15,846            |                  | \$15,846          |
|     | <b>Total Revised Fund 75</b>                | <b>14,328</b>     | <b>176,851</b>    | <b>46,000</b>     | <b>16,102</b>     | <b>29,898</b>      | <b>205,231</b>    | <b>15,846</b>     |                  | <b>15,846</b>     |
| 81  | WATER/SEWER OPERATING                       | 5,996,510         | 17,987,667        | 3,703,413         | 1,855,098         | 1,848,315          | 20,025,294        | 5,807,198         | 1,463,850        | \$4,343,348       |
|     | <i>Revision #5 Bonito Lake Dam Grant</i>    |                   | 900,000           |                   |                   | 0                  | 900,000           | 0                 |                  | \$0               |
|     | <b>Total Revised Fund 81</b>                | <b>5,996,510</b>  | <b>18,887,667</b> | <b>3,703,413</b>  | <b>1,855,098</b>  | <b>1,848,315</b>   | <b>20,925,294</b> | <b>5,807,198</b>  | <b>1,463,850</b> | <b>4,343,348</b>  |
| 82  | 98 JT WATER/SEWER BOND P&I                  | 1,583,799         | 32,886            | 1,893,605         |                   | 1,893,605          | 1,893,607         | 1,616,683         |                  | \$1,616,683       |
|     | <b>Total Revised Fund 82</b>                | <b>1,583,799</b>  | <b>32,886</b>     | <b>1,893,605</b>  | <b>0</b>          | <b>1,893,605</b>   | <b>1,893,607</b>  | <b>1,616,683</b>  |                  | <b>1,616,683</b>  |
| 86  | SOLID WASTE COLLECTION SYS.                 | 584,696           | 2,107,151         | 0                 | 135,438           | (135,438)          | 2,153,773         | 402,636           | 178,583          | \$224,053         |
|     | <b>Total Revised Fund 86</b>                | <b>584,696</b>    | <b>2,107,151</b>  | <b>0</b>          | <b>135,438</b>    | <b>(135,438)</b>   | <b>2,153,773</b>  | <b>402,636</b>    | <b>178,583</b>   | <b>224,053</b>    |
| 88  | BONITO CAMPGROUND                           | 394,450           | 3,498             |                   |                   | 0                  | 4,000             | 393,948           |                  | \$393,948         |
|     | <b>Total Revised Fund 88</b>                | <b>394,450</b>    | <b>3,498</b>      | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>4,000</b>      | <b>393,948</b>    |                  | <b>393,948</b>    |
| 89  | ESGRT .0625%                                | 2,538,217         | 458,704           | 0                 | 1,406,625         | (1,406,625)        | 995,582           | 594,714           |                  | \$594,714         |
|     | <b>Total Revised Fund 89</b>                | <b>2,538,217</b>  | <b>458,704</b>    | <b>0</b>          | <b>1,406,625</b>  | <b>(1,406,625)</b> | <b>995,582</b>    | <b>594,714</b>    |                  | <b>594,714</b>    |
| 90  | GOLF COURSE                                 | 72,040            | 1,473,298         | 660,000           | 91,334            | 568,666            | 2,110,514         | 3,490             |                  | \$3,490           |
|     | <b>Total Revised Fund 90</b>                | <b>72,040</b>     | <b>1,473,298</b>  | <b>660,000</b>    | <b>91,334</b>     | <b>568,666</b>     | <b>2,110,514</b>  | <b>3,490</b>      |                  | <b>3,490</b>      |
| 91  | AIRPORT                                     | 17,373            | 712,425           | 65,000            | 53,178            | 11,822             | 740,750           | 870               |                  | \$870             |
|     | <b>Total Revised Fund 91</b>                | <b>17,373</b>     | <b>712,425</b>    | <b>65,000</b>     | <b>53,178</b>     | <b>11,822</b>      | <b>740,750</b>    | <b>870</b>        |                  | <b>870</b>        |
| 94  | OTERO GREENTREE REG LANDFILL                | 4,909,828         | 1,379,465         | 0                 | 725               | (725)              | 4,528,855         | 1,759,713         |                  | \$1,759,713       |
|     | <b>Total Revised Fund 94</b>                | <b>4,909,828</b>  | <b>1,379,465</b>  | <b>0</b>          | <b>725</b>        | <b>(725)</b>       | <b>4,528,855</b>  | <b>1,759,713</b>  |                  | <b>1,759,713</b>  |
| 96  | SELF-INSURED FUND                           | 561,415           | 64,595            | 0                 | 150,000           | (150,000)          | 75,628            | 400,382           |                  | \$400,382         |
|     | <b>Total Revised Fund 96</b>                | <b>561,415</b>    | <b>64,595</b>     | <b>0</b>          | <b>150,000</b>    | <b>(150,000)</b>   | <b>75,628</b>     | <b>400,382</b>    |                  | <b>\$400,382</b>  |
| 98  | PAYROLL CLEARING                            | 291,874           | 0                 | 0                 | 0                 | 0                  | 0                 | 291,874           |                  | \$291,874         |
|     | <b>Total Revised Fund 98</b>                | <b>291,874</b>    | <b>0</b>          | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>0</b>          | <b>291,874</b>    |                  | <b>291,874</b>    |
| 104 | UTILITY DEPOSITS                            | 653,070           | 0                 | 0                 | 0                 | 0                  | 0                 | 653,070           |                  | \$653,070         |
|     | <b>Total Revised Fund 104</b>               | <b>653,070</b>    | <b>0</b>          | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>0</b>          | <b>653,070</b>    |                  | <b>\$653,070</b>  |
| 105 | ECONOMIC DEVELOPMENT                        | 4,508,656         | 925,576           | 0                 | 0                 | 0                  | 423,257           | 5,010,975         |                  | \$5,010,975       |
|     | <b>Total Revised Fund 105</b>               | <b>4,508,656</b>  | <b>925,576</b>    | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>423,257</b>    | <b>5,010,975</b>  |                  | <b>5,010,975</b>  |
| 107 | SELF INSURED/LIABILITY                      | 1,176,628         | 6,805             | 0                 | 0                 | 0                  | 635,000           | 548,433           |                  | \$548,433         |
|     | <b>Total Revised Fund 107</b>               | <b>1,176,628</b>  | <b>6,805</b>      | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>635,000</b>    | <b>548,433</b>    |                  | <b>548,433</b>    |
| 109 | 2004 GRT CAPITAL OUTLAY                     | 15,469,629        | 3,593,680         | 0                 | 4,354,058         | (4,354,058)        | 9,102,805         | 5,606,446         | 534,452          | \$5,071,994       |
|     | <i>Revision #4-Increase Project funding</i> |                   |                   |                   | 600,000           | (600,000)          |                   | (600,000)         |                  | (\$600,000)       |
|     | <b>Total Revised Fund 109</b>               | <b>15,469,629</b> | <b>3,593,680</b>  | <b>0</b>          | <b>4,954,058</b>  | <b>(4,954,058)</b> | <b>9,102,805</b>  | <b>5,006,446</b>  | <b>534,452</b>   | <b>4,471,994</b>  |
| 114 | SIDEWALKS REVOLVING LOANS                   | 143,001           | 1,454             | 0                 | 0                 | 0                  | 0                 | 144,455           |                  | \$144,455         |
|     | <b>Total Revised Fund 114</b>               | <b>143,001</b>    | <b>1,454</b>      | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>0</b>          | <b>144,455</b>    |                  | <b>144,455</b>    |
| 115 | CORP ESCROW ACCOUNT RESERVE                 | 1,000             | 0                 | 0                 | 0                 | 0                  | 0                 | 1,000             |                  | \$1,000           |
|     | <b>Total Revised Fund 115</b>               | <b>1,000</b>      | <b>0</b>          | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>0</b>          | <b>1,000</b>      |                  | <b>1,000</b>      |
| 119 | 2012 GRT REF/IMP REVBD                      | 407,932           | 29,960            | 0                 | 0                 | 0                  | 154,384           | 283,508           |                  | \$283,508         |
|     | <b>Total Revised Fund 119</b>               | <b>407,932</b>    | <b>29,960</b>     | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>154,384</b>    | <b>283,508</b>    |                  | <b>283,508</b>    |
| 121 | 2015 GO BONDS-FUN CENTER                    | 90,064            | 914               | 0                 | 0                 | 0                  | 0                 | 90,978            |                  | \$90,978          |
|     | <b>Total Revised Fund 121</b>               | <b>90,064</b>     | <b>914</b>        | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>0</b>          | <b>90,978</b>     |                  | <b>90,978</b>     |
| 122 | 2015 GO BONDS-STREETS                       | 174,516           | 1,771             | 0                 | 0                 | 0                  | 0                 | 176,287           |                  | \$176,287         |
|     | <b>Total Revised Fund 122</b>               | <b>174,516</b>    | <b>1,771</b>      | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>0</b>          | <b>176,287</b>    |                  | <b>176,287</b>    |
| 124 | AMERICAN RESCUE PLAN ACT                    | 0                 | 3,952,892         | 0                 | 0                 | 0                  | 3,952,892         | 0                 |                  | \$0               |
|     | <b>Total Revised Fund 124</b>               | <b>0</b>          | <b>3,952,892</b>  | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>3,952,892</b>  | <b>0</b>          |                  | <b>0</b>          |
| 901 | HOUSING LOW RENT OPERATING                  | 1,146,135         | 822,703           | 0                 | 0                 | 0                  | 1,063,881         | 904,957           | 354,627          | \$550,330         |
|     | <b>Total Revised Fund 901</b>               | <b>1,146,135</b>  | <b>822,703</b>    | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>1,063,881</b>  | <b>904,957</b>    | <b>354,627</b>   | <b>550,330</b>    |
| 903 | HOUSING HOMEOWNERSHIP OPER                  | 713,222           | 1,525             | 0                 | 0                 | 0                  | 17,921            | 696,826           |                  | \$696,826         |
|     | <b>Total Revised Fund 903</b>               | <b>713,222</b>    | <b>1,525</b>      | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>17,921</b>     | <b>696,826</b>    |                  | <b>696,826</b>    |
| 904 | HOUSING CAPITAL FUND PROJECTS               | 0                 | 1,333,878         | 0                 | 0                 | 0                  | 1,333,878         | 0                 |                  | \$0               |
|     | <b>Total Revised Fund 904</b>               | <b>0</b>          | <b>1,333,878</b>  | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>1,333,878</b>  | <b>0</b>          |                  | <b>0</b>          |
|     |                                             |                   |                   | 0                 | 0                 | 0                  |                   |                   |                  |                   |
|     | <b>TOTALS FY2022</b>                        | <b>69,595,645</b> | <b>70,621,550</b> | <b>26,434,781</b> | <b>26,434,781</b> | <b>0</b>           | <b>99,282,844</b> | <b>40,934,351</b> | <b>6,354,817</b> | <b>34,579,534</b> |

**Resolution # 2021-44 (#6) - December 14, 2021**

| FUND NO.                                                                                                                                                                                                                                 | LINE ITEM NO.                  | LINE ITEM DESCRIPTION               | ORIGINAL BUDGET AMOUNT | INCREASE (DECREASE) | REVISED BUDGET AMOUNT |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------|------------------------|---------------------|-----------------------|
| <b>REVISION #1</b>                                                                                                                                                                                                                       |                                |                                     |                        |                     |                       |
| This budget revision is to provide funding for the restart of the DARE Program after Alamogordo Public Schools approval. These funds will cover costs of graduation ceremonies and other event expenditures associated with the program. |                                |                                     |                        |                     |                       |
| 21                                                                                                                                                                                                                                       | <b>D.A.R.E. DONATIONS FUND</b> |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | <i>Expenditures</i>            |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | 021-4504-420.57-85             | Special Projects                    | 0                      | 2,000               | 2,000                 |
|                                                                                                                                                                                                                                          |                                | <b>Total Expenditures</b>           | 0                      | 2,000               | 2,000                 |
| <b>REVISION #2</b>                                                                                                                                                                                                                       |                                |                                     |                        |                     |                       |
| This budget revision is to provide funding to replace the grease trap line and HVAC system at the Senior Center by increasing the Transfer from the General Fund.                                                                        |                                |                                     |                        |                     |                       |
| 11                                                                                                                                                                                                                                       | <b>GENERAL FUND</b>            |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | <i>Transfers Out</i>           |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | 011-0000-491.18-71             | Trans to (71) Senior Center         | 815,000                | 37,500              | 852,500               |
|                                                                                                                                                                                                                                          |                                | <b>Total Transfers Out</b>          | 815,000                | 37,500              | 852,500               |
| 71                                                                                                                                                                                                                                       | <b>SENIOR CENTER</b>           |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | <i>Transfers In</i>            |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | 071-0000-391.19-11             | Trans fr (11) General Fund          | 815,000                | 37,500              | 852,500               |
|                                                                                                                                                                                                                                          |                                | <b>Total Transfers In</b>           | 815,000                | 37,500              | 852,500               |
|                                                                                                                                                                                                                                          | <i>Expenditures</i>            |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | 071-8116-445.63-91             | Building Improvements               | 0                      | 37,500              | 37,500                |
|                                                                                                                                                                                                                                          |                                | <b>Total Expenditures</b>           | 0                      | 37,500              | 37,500                |
| <b>REVISION #3</b>                                                                                                                                                                                                                       |                                |                                     |                        |                     |                       |
| This budget revision is to account for the increased price of vehicles after re-quotes. These vehicles are for the Facility Maintenance division.                                                                                        |                                |                                     |                        |                     |                       |
| 11                                                                                                                                                                                                                                       | <b>GENERAL FUND</b>            |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | <i>Transfers Out</i>           |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | 011-0000-491.18-12             | Trans to (12) Internal Service Fund | 3,060,056              | 33,000              | 3,093,056             |
|                                                                                                                                                                                                                                          |                                | <b>Total Transfers Out</b>          | 3,060,056              | 33,000              | 3,093,056             |
| 12                                                                                                                                                                                                                                       | <b>INTERNAL SERVICE FUND</b>   |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | <i>Transfers In</i>            |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | 012-0000-391.19-11             | Trans fr (11) General Fund          | 3,060,056              | 33,000              | 3,093,056             |
|                                                                                                                                                                                                                                          |                                | <b>Total Transfers In</b>           | 3,060,056              | 33,000              | 3,093,056             |
| CERFAC                                                                                                                                                                                                                                   | <i>Expenditures</i>            |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | 012-3303-419.61-60             | Capital Equipment                   | 999,083                | 33,000              | 1,032,083             |
|                                                                                                                                                                                                                                          |                                | <b>Total Expenditures</b>           | 999,083                | 33,000              | 1,032,083             |
| <b>REVISION #4</b>                                                                                                                                                                                                                       |                                |                                     |                        |                     |                       |
| This budget revision is to increase project funding because of a projected budget shortfall based on 90% design estimate.                                                                                                                |                                |                                     |                        |                     |                       |
| 109                                                                                                                                                                                                                                      | <b>STREET CAPITAL GRT</b>      |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | <i>Transfers Out</i>           |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | 109-0000-491.18-48             | Trans to (48) NM CDBG               | 806,305                | 600,000             | 1,406,305             |
|                                                                                                                                                                                                                                          |                                | <b>Total Transfers Out</b>          | 806,305                | 600,000             | 1,406,305             |
| 48                                                                                                                                                                                                                                       | <b>NEW MEXICO C.D.B.G.</b>     |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | <i>Transfers In</i>            |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | 048-0000-391.91-09             | Trans fr (109) Street Capital GRT   | 806,305                | 600,000             | 1,406,305             |
|                                                                                                                                                                                                                                          |                                | <b>Total Transfers In</b>           | 806,305                | 600,000             | 1,406,305             |
| GC2004                                                                                                                                                                                                                                   | <i>Expenditures</i>            |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | 048-0207-463.61-29             | Infrastructure/Construction         | 541,305                | 600,000             | 1,141,305             |
|                                                                                                                                                                                                                                          |                                | <b>Total Expenditures</b>           | 541,305                | 600,000             | 1,141,305             |
| <b>REVISION #5</b>                                                                                                                                                                                                                       |                                |                                     |                        |                     |                       |
| This budget revision is to account for the Bonito Lake Dam Grant Agreement with the State of New Mexico, Office of the State Engineer to rehabilitate and make improvements to the Bonito Lake Dam.                                      |                                |                                     |                        |                     |                       |
| 81                                                                                                                                                                                                                                       | <b>WATER/SEWER</b>             |                                     |                        |                     |                       |
|                                                                                                                                                                                                                                          | <i>Revenues</i>                |                                     |                        |                     |                       |
| PW2002                                                                                                                                                                                                                                   | 081-0000-317.16-13             | State Grant                         | 790,258                | 900,000             | 1,690,258             |
|                                                                                                                                                                                                                                          |                                | <b>Total Revenue</b>                | 790,258                | 900,000             | 1,690,258             |
|                                                                                                                                                                                                                                          | <i>Expenditures</i>            |                                     |                        |                     |                       |
| PW2002                                                                                                                                                                                                                                   | 081-0008-461.60-79             | Bonito Lake Restoration             | 7,257,040              | 900,000             | 8,157,040             |
|                                                                                                                                                                                                                                          |                                | <b>Total Expenditures</b>           | 7,257,040              | 900,000             | 8,157,040             |

**REVISION #6**

**This budget adjustment records Sale of Scrap revenue with a corresponding increase in expenditures for August 2021.**

|                                 |                     |                           |       |           |
|---------------------------------|---------------------|---------------------------|-------|-----------|
| <b>11 GENERAL OPERATING</b>     |                     |                           |       |           |
|                                 | <i>Revenues</i>     |                           |       |           |
|                                 | 011-4104-316.15-05  | Sale of Scrap             | 5,218 | 545 5,763 |
|                                 |                     | <b>Total Revenue</b>      | 5,218 | 545 5,763 |
|                                 | <i>Expenditures</i> |                           |       |           |
| CERDPS                          | 011-4104-420.61-85  | Equipment Replacement     | 4,218 | 545 4,763 |
|                                 |                     | <b>Total Expenditures</b> | 4,218 | 545 4,763 |
| <b>12 INTERNAL SERVICE FUND</b> |                     |                           |       |           |
|                                 | <i>Revenues</i>     |                           |       |           |
|                                 | 012-3402-316.15-05  | Sale of Scrap             | 536   | 59 595    |
|                                 |                     | <b>Total Revenue</b>      | 536   | 59 595    |
|                                 | <i>Expenditures</i> |                           |       |           |
| CERMIS                          | 012-3402-419.61-85  | Equipment Replacement     | 536   | 59 595    |
|                                 |                     | <b>Total Expenditures</b> | 536   | 59 595    |
| <b>71 SENIOR CENTER</b>         |                     |                           |       |           |
|                                 | <i>Revenues</i>     |                           |       |           |
|                                 | 071-0000-316.15-05  | Sale of Scrap             | 64    | 755 819   |
|                                 |                     | <b>Total Revenue</b>      | 64    | 755 819   |
|                                 | <i>Expenditures</i> |                           |       |           |
|                                 | 071-8116-445.61-85  | CER Equipment Replacement | 0     | 755 755   |
|                                 |                     | <b>Total Expenditures</b> | 0     | 755 755   |

**REVISION #7**

This budget adjustment to provide additional funds for contract services to cover the end of the year licensing and support costs.

|                                 |                     |                           |         |                 |
|---------------------------------|---------------------|---------------------------|---------|-----------------|
| <b>12 INTERNAL SERVICE FUND</b> |                     |                           |         |                 |
|                                 | <i>Expenditures</i> |                           |         |                 |
|                                 | 012-3402-419.57-34  | Contract Services         | 797,087 | 100,000 897,087 |
|                                 |                     | <b>Total Expenditures</b> | 797,087 | 100,000 897,087 |

# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

---

**Meeting Date:** 12/14/2021

**Report Date:** 12/03/2021

**Report No:** 7.

**Submitted By:** Barbara Pyeatt

---

**Subject:** Approve the award of RFP 2021-05 SCADA/RTU Programming & Commission Services to IDESaA Incorporated. *(David Nunnelley, Acting Public Works Director)*

---

**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

---

**Recommendation:** Approve the award and authorize staff to proceed with a professional service agreement.

---

**Background:** RFP 2021-05 scope of work is to provide the City of Alamogordo with a full-time Programming and Commissioning service for its expansion of SCADA/RTU systems, primarily, but not limited to, water and wastewater operations.

The RFP was advertised on September 12, 2021 in both the Alamogordo Daily News and the Albuquerque Journal. One response was received on October 15th, 2021. IDESaA Incorporated.

The proposal was reviewed and determined to be acceptable and in compliance with the terms and conditions of the RFP.

Copies of the proposal from IDESaA Incorporated are available at the Purchasing Department.

# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

---

**Meeting Date:** 12/14/2021

**Report Date:** 12/06/2021

**Report No:** 8.

**Submitted By:** Kimberly Underwood

---

**Subject:** Consider, and act upon, accepting the State of New Mexico 2020 General Obligation Bond Agreement for the award of \$81,443.58 for the Alamogordo Public Library. *(Kim Underwood, Library Manager and Veronica Ortega, Community Services Director)*

---

**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact: Amount Budgeted: \$80,770 for FY23

Fund: 032-7101-317.16-13

Actual Award: \$81,443.58

Actions: Sign the State of New Mexico 2020 General Obligation Bond Capitan Appropriation Project Agreement

---

**Recommendation:** Accept the grant award of \$81,443.58 effective for Fiscal Year 2022 with a termination date of June 30, 2024 (2 year term), and sign the agreement with the State of New Mexico Department of Cultural Affairs for the Alamogordo Public Library.

---

**Background:** Every two years the State of New Mexico Department of Cultural Affairs awards public and tribal libraries throughout the State with General Obligation Bond award funding to aid in the funding of library collections, equipment, furniture and fixtures. The funding award is based on the most recent population estimate through the Federal Census. The funding will be expended in the span of two fiscal years (FY23-Fy24) on a reimbursement reporting basis.

**STATE OF NEW MEXICO  
DEPARTMENT OF CULTURAL AFFAIRS  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into by and between the Department of Cultural Affairs, New Mexico State Library Division, hereinafter called the “Department” or abbreviation such as “DCA”, and the City of Alamogordo hereinafter called the “Grantee” on behalf of the Alamogordo Public Library. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in Chapter 84, Section 10, Paragraph B(1)(a) of New Mexico Laws of 2020, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

**WHEREAS**, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as Section 4.5.8 NMAC;

**WHEREAS**, the Grantee is a library, or fiscal agent for a library, that is eligible for receipt of such funds because it is a local public library, or fiscal agent for a local public library, as defined under Section 4.5.8 NMAC that has filed an approved annual report, or is acting as fiscal agent to a library that has filed an annual report, with the Department;

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the Department determined the amount of the Grant based on the criteria described in Rule 4.5.8.8 NMAC (“Distribution of Funds”).

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

Project No. **A20-E5296** for Three Million dollars (\$3,000,000.00)

APPROPRIATION REVERSION DATE: 30-JUN-2024

Laws of 2020, Chapter 84, Section 10, Paragraph B(1)(a), Three Million dollars (\$3,000,000), for equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, and for the purchase and installation of broadband internet equipment and infrastructure at nontribal public libraries statewide.

The Grantee's total reimbursements shall not exceed, Eighty One Thousand Four Hundred Forty Three Dollars and Fifty Eight Cents (\$81,443.58) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, which equals zero dollars (\$0.00) which equals, Eighty One Thousand Four Hundred Forty Three Dollars and Fifty Eight Cents (\$81,443.58) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.

The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's

---

<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000). " See, Section 13-4A-4 NMSA 1978.

Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee’s submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department’s issuance and the Grantee’s receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

---

<sup>1</sup> “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official **Representative(s)** concerning all matters related to this Agreement:

Grantee: City of Alamogordo on behalf of the Alamogordo Public Library

Name: Brian Cesar

Title: City Manager

Address: 1376 E. 9<sup>th</sup> St, Alamogordo, NM 88310

Email: bcesar@ci.alamogordo.nm.us

Telephone: (575) 491-4574

The Grantee designates the person(s) listed below, or their successor, as their **Fiscal Officer or Fiscal Agent** concerning all matters related to this Agreement:

Grantee: City of Alamogordo  
Name: Evelyn Huff  
Title: Finance Director  
Address: 1376 E. 9<sup>th</sup> St, Alamogordo, NM 88310  
Email: ehuff@ci.alamogordo.nm.us  
Telephone: (575) 430-4975

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Development Bureau / New Mexico State Library  
Name: Patricia Moore  
Title: Project Manager for Public Libraries General Obligation Bonds  
Address: New Mexico State Library, 1209 Camino Carlos Rey, Santa Fe, NM 87507  
Telephone: 505.476.9724 / 800.340.3890  
Email: patricia.moore@state.nm.us

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2024 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are **not** expended and an expenditure has **not** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

### **C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

#### **D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

### **ARTICLE VII. AMENDMENT**

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

### **ARTICLE VIII. REPORTS**

#### **A. Database Reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure

to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) **NINETY (90) days from the Reversion Date.**

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;  
REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be

based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the

- Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

## **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

## **ARTICLE XIII. LIABILITY**

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

## **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

## **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Alamogordo may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Alamogordo’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of

contract claim against the City of Alamogordo or the Department of Cultural Affairs or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamogordo or the Department”

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Cultural Affairs Grant Agreement. Should the Department of Cultural Affairs early terminate the grant agreement, the City of Alamogordo may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Alamogordo only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;

3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or

4. terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

By: Brian Cesar  
(Type or Print Name)

Its: City Manager  
(Type or Print Title)

December 14, 2021  
Date

DEPARTMENT OF CULTURAL AFFAIRS

\_\_\_\_\_  
By: Debra Garcia y Griego, Cabinet Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Peter Ives, DCA General Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Greg Geisler, CFO/Administrative Services Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Eli Guinnee, State Librarian

\_\_\_\_\_  
Date

STATE OF NEW MEXICO  
2020 GO BOND PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 1

☐ PERIODIC REPORT      ☐ FINAL REPORT

Grantee: \_\_\_\_\_ Name of Library: \_\_\_\_\_

Project Number: A20-E5296 Reporting Period: \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

**A. Third Party Obligations**

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Termination Date: \_\_\_\_\_

2. Original Grant Amount: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

☐ PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Grantee Representative/Title

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|-------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------|------------------|-----|--|--|--|--------------------------------|--|-------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|
| <b>I. Grantee Information</b>                                                                                     |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  | <b>II. Payment Computation</b> |  |                                                                                                                   |  |  |  |  |  |  |  |
| (Make sure information is complete & accurate)                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| A.                                                                                                                |  | Grantee:                                                                                                                                                                                                                                                                                                                                                                                                          |  |       |                  |     |  |  |  | A.                             |  | Payment Request No.                                                                                               |  |  |  |  |  |  |  |
| B.                                                                                                                |  | Address:                                                                                                                                                                                                                                                                                                                                                                                                          |  |       |                  |     |  |  |  | B.                             |  | Grant Amount:                                                                                                     |  |  |  |  |  |  |  |
| (Complete Mailing, including Suite, if applicable)                                                                |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  | C.                             |  | AIPP Amount (If Applicable):                                                                                      |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  | D.                             |  | Funds Requested to Date:                                                                                          |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  | E.                             |  | Amount Requested this Payment:                                                                                    |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  | F.                             |  | Reversion Amount (If Applicable):                                                                                 |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  | G.                             |  | Grant Balance:                                                                                                    |  |  |  |  |  |  |  |
| C.                                                                                                                |  | City                                                                                                                                                                                                                                                                                                                                                                                                              |  | State |                  | Zip |  |  |  | H.                             |  | <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if first draw) |  |  |  |  |  |  |  |
| D.                                                                                                                |  | Grant No:                                                                                                                                                                                                                                                                                                                                                                                                         |  |       |                  |     |  |  |  | I.                             |  | <input type="checkbox"/> Final Request for Payment (if Applicable)                                                |  |  |  |  |  |  |  |
| E.                                                                                                                |  | Project Title:                                                                                                                                                                                                                                                                                                                                                                                                    |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| F.                                                                                                                |  | Grant Expiration Date:                                                                                                                                                                                                                                                                                                                                                                                            |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| <b>III.</b>                                                                                                       |  | <b>Fiscal Year :</b>                                                                                                                                                                                                                                                                                                                                                                                              |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)                         |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| <b>IV.</b>                                                                                                        |  | <input type="checkbox"/> <b>Reporting Certification:</b> I hereby certify to the best of my know ledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance w ith Article VIII of the Capital Outlay Grant Agreement.                                                      |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| <b>V.</b>                                                                                                         |  | <input type="checkbox"/> <b>Compliance Certification:</b> Under penalty of law , I hereby certify to the best of my know ledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution know n as the "anti donation" clause. |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| <b>Grantee Fiscal Officer</b>                                                                                     |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  | <b>Grantee Representative</b>  |  |                                                                                                                   |  |  |  |  |  |  |  |
| or <b>Fiscal Agent (if applicable)</b>                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| Printed Name                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  | Printed Name                   |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| Date:                                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  | Date:                          |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| <b>(State Agency Use Only)</b>                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| <b>Vendor Code:</b>                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       | <b>Fund No.:</b> |     |  |  |  | <b>Loc No.:</b>                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| I certify that the State Agency financial and vendor file information agree with the above submitted information. |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
|                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  |                                |  |                                                                                                                   |  |  |  |  |  |  |  |
| Division Fiscal Officer                                                                                           |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  | Date                           |  |                                                                                                                   |  |  |  |  |  |  |  |
| Division Project Manager                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                   |  |       |                  |     |  |  |  | Date                           |  |                                                                                                                   |  |  |  |  |  |  |  |

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 3**

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: [\_\_\_\_\_, \_\_\_\_\_]

FROM: Grantee: [\_\_\_\_\_]

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [\_\_\_\_\_]

Grant Termination Date: [\_\_\_\_\_]

As the designated representative of the Department for Grant Agreement number [\_\_\_\_\_] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]

The Amount of this Notice of Obligation: [\_\_\_\_\_]

The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]

The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Signature: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

## ATTACHMENT A

NMSA 1978, Section 18-2-4(I) directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system. Within these powers, the state librarian passed certain administrative rules to govern the distribution of general obligation bonds. Thus, under Section 4.5.8.8 of the New Mexico Administrative Code, this Agreement includes the following additional terms:

### § 4.5.8.8. DISTRIBUTION OF FUNDS

Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependant upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

- (1) Library shall be a local public library.
- (2) Library shall have filed an approved annual report with the state library.
- (3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.
- (4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.
- (5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.
- (6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

- (1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;
  - (2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U. S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and, (b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.
- (1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.
  - (2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

---

**Meeting Date:** 12/14/2021

**Report Date:** 12/06/2021

**Report No:** 9.

**Submitted By:** Britney Ybarra

---

**Subject:** Consider, and act upon, an emergency funds appropriation of \$20,000 to supplement the cost of a new bus. *(Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)*

---

**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact: Total amount budgeted: \$20,000.

---

**Recommendation:** Approve the emergency funding.

---

**Background:** This funds appropriation is for the shortfall purchase of a new bus priced at \$106,313. We have already obtained a capital appropriation of \$76,000, and we will use \$10,313 in local funds. The \$20,000 in emergency funding will finish covering the purchase price of \$106,313. Due to COVID-19, there has been a significant increase in bus sales. This trend is expected to increase even more in January of 2022.

**APPROPRIATION RECIPIENT:**

Grantee: City of Alamogordo Name: Brian Cesar Title: City Manager  
Title: Alamo Senior Center –Vehicle purchase shortfall  
Address: 2201 Puerto Rico Ave, Alamogordo, New Mexico 88310  
Email: deannamontoya@tularosa.net / Telephone: 575-439-4150

| <u>APPROPRIATION NUMBER:</u> | <u>APPROPRIATION AMOUNT:</u> | <u>TERMINATION DATE:</u>          |
|------------------------------|------------------------------|-----------------------------------|
| <b>A21G153</b>               | <b>\$20,000.00</b>           | <b>June 30<sup>th</sup>, 2023</b> |

**APPROPRIATION LANGUAGE**

**Laws of 2021, Chapter 138, Section 45, Paragraph 3 – to purchase and equip a vehicle for the Alamo Senior center in Alamogordo in Otero county. (Any grant funds unexpended by June 30<sup>th</sup>, 2022 will be terminated and re-issued back to the to appropriation for other statewide needs)**

**CERTIFICATION**

I hereby certify that **City of Alamogordo**

1. Will only use the appropriation funds for permissible purposes as described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

**APPROPRIATION REIMBURSEMENT**

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Agency Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Agency will review these documents to ensure all reimbursed expenses reflect the intent and purposed of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is June 30<sup>th</sup>, 2022. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

\_\_\_\_\_  
Grantee Chief Elected Official Signature / Printed Name

\_\_\_\_\_  
Date

**AUTHORITY**

State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law. I hereby approve this certification for appropriation number

**Project #A21G153 Alamo Senior center – vehicle - \$20,000**

\_\_\_\_\_  
Agency Designee signature

\_\_\_\_\_  
Date

APPROPRIATION RECIPIENT:

Grantee: City of Alamogordo Name: Brian Cesar Title: City Manager  
Title: Alamo Senior Center –Vehicle purchase shortfall  
Address: 2201 Puerto Rico Ave, Alamogordo, New Mexico 88310  
Email: deannamontoya@tularosa.net / Telephone: 575-439-4150

| <u>APPROPRIATION NUMBER:</u> | <u>APPROPRIATION AMOUNT:</u> | <u>TERMINATION DATE:</u>          |
|------------------------------|------------------------------|-----------------------------------|
| <b>A21G153</b>               | <b>\$20,000.00</b>           | <b>June 30<sup>th</sup>, 2023</b> |

APPROPRIATION LANGUAGE

**Laws of 2021, Chapter 138, Section 45, Paragraph 3 – to purchase and equip a vehicle for the Alamo Senior center in Alamogordo in Otero county. (Any grant funds unexpended by June 30<sup>th</sup>, 2022 will be terminated and re-issued back to the to appropriation for other statewide needs)**

CERTIFICATION

I hereby certify that **City of Alamogordo**

1. Will only use the appropriation funds for permissible purposes as described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Agency Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Agency will review these documents to ensure all reimbursed expenses reflect the intent and purposed of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is June 30<sup>th</sup>, 2022. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

\_\_\_\_\_  
Grantee Chief Elected Official Signature / Printed Name

\_\_\_\_\_  
Date

AUTHORITY

State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law. I hereby approve this certification for appropriation number

**Project #A21G153 Alamo Senior center – vehicle - \$20,000**

\_\_\_\_\_  
Agency Designee signature

\_\_\_\_\_  
Date

# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

---

**Meeting Date:** 12/14/2021

**Report Date:** 12/09/2021

**Report No:** 10.

**Submitted By:** Rachel Hughs

---

**Subject:** Consider, and act upon, the City Commission Regular Meeting Schedule for calendar year 2022. *(Rachel Hughs, City Clerk)*

---

**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

---

**Recommendation:** Approve the 2022 schedule.

---

**Background:**

Every year the City Commission approves the regular Commission meeting schedule and agenda item deadlines for the upcoming year. A notice of the meeting dates will be published in the Alamogordo Daily Newspaper. The notice will also be posted on the City website and remain posted until after the last meeting in December of 2022.

The commission meetings in November will be the second and fifth Tuesdays and in December the second and third Tuesdays.

The proposed time change for the meeting is 6 p.m. all year. The current times to change the meetings between 6 p.m. and 6:30 p.m. during the year has caused some confusion for the Commission and the public .

# 2022

# City of Alamogordo

| January |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    |    |    |    |    | 1  |
| 2       | 3  | 4  | 5  | 6  | 7  | 8  |
| 9       | 10 | 11 | 12 | 13 | 14 | 15 |
| 16      | 17 | 18 | 19 | 20 | 21 | 22 |
| 23      | 24 | 25 | 26 | 27 | 28 | 29 |
| 30      | 31 |    |    |    |    |    |

| February |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    | 1  | 2  | 3  | 4  | 5  |
| 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 27       | 28 |    |    |    |    |    |
|          |    |    |    |    |    |    |

| March |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       |    | 1  | 2  | 3  | 4  | 5  |
| 6     | 7  | 8  | 9  | 10 | 11 | 12 |
| 13    | 14 | 15 | 16 | 17 | 18 | 19 |
| 20    | 21 | 22 | 23 | 24 | 25 | 26 |
| 27    | 28 | 29 | 30 | 31 |    |    |
|       |    |    |    |    |    |    |

| April |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       |    |    |    |    | 1  | 2  |
| 3     | 4  | 5  | 6  | 7  | 8  | 9  |
| 10    | 11 | 12 | 13 | 14 | 15 | 16 |
| 17    | 18 | 19 | 20 | 21 | 22 | 23 |
| 24    | 25 | 26 | 27 | 28 | 29 | 30 |
|       |    |    |    |    |    |    |

| May |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|
| S   | M  | T  | W  | T  | F  | S  |
| 1   | 2  | 3  | 4  | 5  | 6  | 7  |
| 8   | 9  | 10 | 11 | 12 | 13 | 14 |
| 15  | 16 | 17 | 18 | 19 | 20 | 21 |
| 22  | 23 | 24 | 25 | 26 | 27 | 28 |
| 29  | 30 | 31 |    |    |    |    |
|     |    |    |    |    |    |    |

| June |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    |    | 1  | 2  | 3  | 4  |
| 5    | 6  | 7  | 8  | 9  | 10 | 11 |
| 12   | 13 | 14 | 15 | 16 | 17 | 18 |
| 19   | 20 | 21 | 22 | 23 | 24 | 25 |
| 26   | 27 | 28 | 29 | 30 |    |    |
|      |    |    |    |    |    |    |

| July |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    |    |    |    | 1  | 2  |
| 3    | 4  | 5  | 6  | 7  | 8  | 9  |
| 10   | 11 | 12 | 13 | 14 | 15 | 16 |
| 17   | 18 | 19 | 20 | 21 | 22 | 23 |
| 24   | 25 | 26 | 27 | 28 | 29 | 30 |
| 31   |    |    |    |    |    |    |

| August |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|
| S      | M  | T  | W  | T  | F  | S  |
|        | 1  | 2  | 3  | 4  | 5  | 6  |
| 7      | 8  | 9  | 10 | 11 | 12 | 13 |
| 14     | 15 | 16 | 17 | 18 | 19 | 20 |
| 21     | 22 | 23 | 24 | 25 | 26 | 27 |
| 28     | 29 | 30 | 31 |    |    |    |
|        |    |    |    |    |    |    |

| September |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           |    |    |    | 1  | 2  | 3  |
| 4         | 5  | 6  | 7  | 8  | 9  | 10 |
| 11        | 12 | 13 | 14 | 15 | 16 | 17 |
| 18        | 19 | 20 | 21 | 22 | 23 | 24 |
| 25        | 26 | 27 | 28 | 29 | 30 |    |
|           |    |    |    |    |    |    |

| October |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    |    |    |    |    | 1  |
| 2       | 3  | 4  | 5  | 6  | 7  | 8  |
| 9       | 10 | 11 | 12 | 13 | 14 | 15 |
| 16      | 17 | 18 | 19 | 20 | 21 | 22 |
| 23      | 24 | 25 | 26 | 27 | 28 | 29 |
| 30      | 31 |    |    |    |    |    |

| November |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    | 1  | 2  | 3  | 4  | 5  |
| 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 27       | 28 | 29 | 30 |    |    |    |
|          |    |    |    |    |    |    |

| December |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    | 1  | 2  | 3  |
| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       | 26 | 27 | 28 | 29 | 30 | 31 |
|          |    |    |    |    |    |    |

Commission Meeting

Payday

Holiday (observed)

## CITY OF ALAMOGORDO CITY COMMISSION REGULAR MEETING SCHEDULE FOR 2022

The Governing Body (City Commission) of the City of Alamogordo, New Mexico, will meet in regular session the second and fourth Tuesday of every month; however, in November the meetings will be the second Tuesday and the fifth Tuesday, and in December the meetings will be the second and third Tuesday. The meetings will begin at 6:00 p.m. and will be held in the City Commission Chambers at City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico.

| Deadline for placing items & attachments<br>on the Agenda (by 12:00 p.m.) | Date Agenda available (5:00 p.m.) | Regular Meeting<br>Date and Time (6:00 p.m.) |
|---------------------------------------------------------------------------|-----------------------------------|----------------------------------------------|
| January 4                                                                 | January 7                         | January 11                                   |
| January 18                                                                | January 21                        | January 25                                   |
| February 1                                                                | February 4                        | February 8                                   |
| February 15                                                               | February 18                       | February 22                                  |
| March 1                                                                   | March 4                           | March 8                                      |
| March 15                                                                  | March 18                          | March 22                                     |
| April 5                                                                   | April 8                           | April 12                                     |
| April 19                                                                  | April 22                          | April 26                                     |
| May 3                                                                     | May 6                             | May 10                                       |
| May 17                                                                    | May 20                            | May 24                                       |
| June 7                                                                    | June 10                           | June 14                                      |
| June 21                                                                   | June 24                           | June 28                                      |
| July 5                                                                    | July 8                            | July 12                                      |
| July 19                                                                   | July 22                           | July 26                                      |
| August 2                                                                  | August 5                          | August 9                                     |
| August 16                                                                 | August 19                         | August 23                                    |
| September 6                                                               | September 9                       | September 13                                 |
| September 20                                                              | September 23                      | September 27                                 |
| October 4                                                                 | October 7                         | October 11                                   |
| October 18                                                                | October 21                        | October 25                                   |
| November 1                                                                | November 4                        | November 8                                   |
| November 15                                                               | November 18                       | November 29                                  |
| December 6                                                                | December 9                        | December 13                                  |
| December 13                                                               | December 16                       | December 20                                  |

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF DECEMBER 2021.

\_\_\_\_\_  
Rachel Hughs, City Clerk

\_\_\_\_\_  
Richard Boss, Mayor

# NOTICE OF PUBLIC MEETINGS 2022

In accordance with Section 10-15-1, NMSA 1978 (as amended), notice is hereby given that the Governing Body (City Commission) of the City of Alamogordo, New Mexico, will meet in regular session the second and fourth Tuesday of every month; however, in November the meetings will be the second Tuesday and the fifth Tuesday, and in December the meetings will be the second and third Tuesday. The meetings will begin at 6:00 p.m. and will be held in the City Commission Chambers at City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico.

|                     |                     |
|---------------------|---------------------|
| <b>January 11</b>   | <b>January 25</b>   |
| <b>February 8</b>   | <b>February 22</b>  |
| <b>March 8</b>      | <b>March 22</b>     |
| <b>April 12</b>     | <b>April 26</b>     |
| <b>May 10</b>       | <b>May 24</b>       |
| <b>June 14</b>      | <b>June 28</b>      |
| <b>July 12</b>      | <b>July 26</b>      |
| <b>August 9</b>     | <b>August 23</b>    |
| <b>September 13</b> | <b>September 27</b> |
| <b>October 11</b>   | <b>October 25</b>   |
| <b>November 8</b>   | <b>November 29</b>  |
| <b>December 13</b>  | <b>December 20</b>  |

**An Agenda for each meeting is available from the City Clerk's Office seventy-two (72) hours prior to the meeting date.**

**NOTE:** The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4100.

I hereby certify that this notice was posted on the bulletin board located in the east/west lobby of City Hall and in the glass case located outside City Hall, 1376 E. Ninth Street, Alamogordo, New Mexico. The notice was posted in December of 2021 and will remain posted until after the last meeting in December 2022. A notice of the meeting dates will be published in the Legal Section of the Alamogordo Daily News. The same notice will also be posted on the City's web page (<http://ci.alamogordo.nm.us>) in December of 2021 and will remain posted through the end of 2022.

\_\_\_\_\_  
Rachel Hughs, City Clerk

# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

---

**Meeting Date:** 12/14/2021

**Report Date:** 11/29/2021

**Report No:** 11.

**Submitted By:** Richard Adler

---

**Subject:** Consider, and act, upon Resolution 2021-43, a Resolution declaring 1100 Airport Ave., to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace or safety and ordering its abatement. (*Jim Baker, Code Enforcement Supervisor and Richard Adler, Fire Chief*) **(Roll Call Vote Required)**

---

**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

---

**Recommendation:**

---

**Background:**

## **RESOLUTION NO. 2021-43**

### **A RESOLUTION DECLARING ALL THE BUILDINGS OR STRUCTURES, OR THE PREMISES LOCATED AT 1100 AIRPORT ROAD, ALAMOGORDO, NEW MEXICO, TO BE RUINED, DAMAGED AND DILAPIDATED TO BE A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE OR SAFETY, AND ORDERING ITS ABATEMENT**

**WHEREAS**, the governing body of the City of Alamogordo, New Mexico, finds that there is located within the City certain buildings, structures or premises at 1100 Airport Road, as more particularly described as on the attached Exhibit 1 (the “Property”); and,

**WHEREAS**, the governing body does further find that the Code Enforcement Manager has investigated the condition of the Property and has found the same to be so ruined, damaged and dilapidated, or covered with ruins, rubbish, wreckage or debris, that it constitutes a menace to the public comfort, health, peace or safety so as to warrant abatement.

#### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION:**

Section 1. That the findings of said Code Enforcement Manager, in regard to the Property, attached hereto as Exhibit 2, are hereby approved and adopted, and that the Property is found to be ruined, damaged and dilapidated, so as to constitute a menace to the public comfort, health, peace or safety pursuant to Section 3-18-5, NMSA, 1978.

Section 2. That Kenneth J. Doane, record owner of the Property is hereby ordered to commence removal of the building or structure from the Property within ten (10) days after service of a copy of this Resolution, or within said ten (10) day period, file written objection to findings herein with the City Clerk of the City of Alamogordo, asking for a hearing before the City Commission.

Section 3. That if there is a failure of compliance with the provision of Section 2 herein, the City of Alamogordo shall proceed to remove said building or structure from the Property, and abate said unsafe condition, at the cost and expense of said record, with said cost and expense constituting a lien against the building or structure so removed, and against the Property, as allowed by law.

Section 4. **SEVERABILITY CLAUSE.** If any section, paragraph, sentence, clause, word or phrase of this resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this resolution. The Commission hereby declares that it would have passed this resolution and each section, paragraph, sentence, clause, word or phrase thereof irrespective of any provisions being declared unconstitutional or otherwise invalid.

**PASSED, APPROVED AND ADOPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

# **1100 Airport**

## **Report and Reasoning**

James Baker, Code Enforcement Supervisor

November 4<sup>th</sup>, 2021

## Table of contents

Site Map-----

Report Narrative-----

Reasoning-----

Violations-----

Photos-----

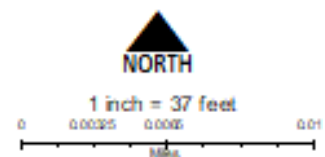
## Exhibit 1:

1100 Airport Ave Legal Summary Subd: SACRAMENTO PARK REPLAT A BLK 9 Lot: 11A Block: 9



*The City of Sacramento makes no representation as to the validity or accuracy of the information provided and the user is responsible for verifying such further investigation and inquiries as necessary to properly consider such permanent and temporary applications.*

1100 Airport Ave.



## Exhibit 2

### Report Narrative

1100 Airport Ave. is located at the corner of Airport Ave to the South and Byrd Ave to the East. 1100 Airport is positioned next door to 1104 Airport Ave and across the alley from 1101 and 1103 Lackland Ave. On this lot is a singlewide mobile home and a wood framed accessory structure. The property is currently zoned MH-1 (Manufactured Housing Subdivision) and is vacant.

#### **Background:**

On 11-08-19 an inspection was made on the exterior of the structure at 1100 Airport. The property was found to be in violations of numerous sections of the International Property Maintenance Code (IPMC). Section 107.1 of the IPMC requires the code official to give notice to the property owner of the violations and a certified letter was sent to the owner, Kenneth J Doane, giving 30 days to correct the violations. No progress was made on the violations. On 01-26-21 another inspection was made on the residence and photos taken. Another letter was sent to Mr. Doane and no improvements were made. At this time it was observed that the smaller accessory structure was missing some side plywood panels exposing the interior to the elements. The larger accessory building had exposed plywood siding and missing doors. The main trailer was missing the front and back doors and had several broken windows. The flooring and walls inside were damaged.

On 10-13-21, an inspection was made of the exterior as well as additional photos taken of the property. The condition had worsened. At this time most of the windows were broken, the smaller accessory building was missing aside from the base, and there were large sections of exterior siding missing on the northside of the mobile home.

The structure in its current state is unfit for human occupancy as defined in Section 108.1.3 of the 2006 International Property Maintenance Code. The structure and condition of the property continue to decline with little to no indication that the owner will address these issues responsibly. It is my recommendation that the City Commission move forward with approval of the resolution.

## **Reasoning**

Unless specifically cited, all sections are of the 2006 International Property Maintenance Code.

Section 8-03-080 of the Code of Ordinances adopts the 2006 International Property Maintenance Code. (IPMC)

Section 104.1 compels the Code Official to enforce the provisions of the Code.

Section 104.3 Compels the Code Official to make the necessary inspections to determine the compliance with the Code.

Section 104.4 grants authority to enter property.

Section 106.1 states that it is unlawful to violate the Code.

Section 108.1.3 states the conditions of a structure unfit for human occupancy.

Sections 301.2, 501.2 and 701.2 state that unless otherwise provided in the Code, the property owner is responsible for compliance.

Section 110.1 Compels the Code Official to order the owner to repair and make safe and sanitary the structure.

At the owner's option, the structure may be demolished in lieu of the repairs.

## Violations

**108.1.3 Structure unfit for human occupancy.** A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

**301.3 Vacant structures and land.** All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

**302.7 Accessory structures.** All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair. (see photos of accessory building)

**304.1 General.** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. *The structure shall perform four primary functions: be in good repair, structurally sound, sanitary condition and capable of preventing the elements and rodents from entering the interior areas. (see photos of exterior structure)*

**304.2 Protective treatment.** All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. (see photos of exterior structure)

**304.6 Exterior walls.** All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

**304.13 Window, skylight and door frames.** Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

**304.15 Doors.** All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

**305.3 Interior surfaces.** All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

Photos 01-22-21

The 2 accessory buildings



The backside of 1100 Airport Trailer



Front Corner (southeast corner of the trailer



Front entrance to trailer



Photos 10-13-21

Frontside



Southeast Corner



The backside of the trailer. Wall panels and swamp cooler missing.



The backside of the trailer



The backside of the trailer



The exposed interior



The smaller accessory building (only the base remains)



The larger accessory building





# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

---

**Meeting Date:** 12/14/2021

**Report Date:** 12/10/2021

**Report No:** 12.

**Submitted By:** Teresa Gutierrez

---

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

---

**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

---

**Recommendation:** One appointment to the Alamogordo Public Library Board.

---

**Background: Alamogordo Disability Council** - Three (3) vacancies.

No applications received.

**Alamogordo Public Library Board** -Two (2) vacancies, with one of the vacancies due to the expiring term of Richard Warren.

The following individual is interested in being reappointed:

Richard Warren - If reappointed, this will be his second term.

**Planning & Zoning Commission** - One (1) vacancy due to the expiring term of Gerald A. Dodd.

No applications received.

**Senior Volunteer Programs Advisory Council** - One (1) vacancy.

No applications received.

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

RECEIVED

DEC 01 2021

PLEASE COMPLETE THE FOLLOWING INFORMATION AND RETURN TO:

CITY CLERK

[tgutierrez@ci.alamogordo.nm.us](mailto:tgutierrez@ci.alamogordo.nm.us)

Or mail to: Teresa Y. Gutierrez  
Deputy City Clerk  
City of Alamogordo  
1376 E. Ninth Street  
Alamogordo, NM 88310

**Alamogordo Public Library Board**

☒ Yes, I am interested in reappointment.

☐ No, I am no longer interested in serving on this Board.

Printed Name: RICHARD WARREN

Home Phone: 541-551-5205 Work Phone: N/A

Cell Phone: 541-551-5209

E-mail address: RICKWAR-98@YAHOO.COM

Physical Address: 1508 WALNUT DR

Is the above address within City limits? Yes X No     

Mailing Address: SAME

Present Employer: RETIRED Job Title: N/A

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

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

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

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

Please indicate your interest in continuing to serve on this Board/Committee:     

ENJOY THE BOARD - LIBRARY IS IMPORTANT  
ASSET TO COMMUNITY - SATISFYING WORK

  
Signature

12-1-21  
Date