



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

August 23, 2022 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

Susan L. Payne Mayor
Dusty Wright Mayor Pro -Tem, District 6
Nick Paul District 1
Stephen Burnett District 2
Karl Melton District 3
Josh Rardin District 4
Sharon McDonald District 5

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

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

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

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

In accordance with Section 10-15-1.D, NMSA 1978 (2010 Cumulative Supplement), this agenda has been posted on the bulletin board located in the east/west lobby of the City Hall and in the glass case located outside 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

PRESENTATIONS

1. Swearing in of two new Alamogordo Police Officers, Jerry Parra and Eric Cisneros. (Richard Denton, Chief of Police and Municipal Court Judge, David Overstreet)

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.

2. Approve the minutes for the August 9, 2022, Regular meeting. *(Rachel Hughs, City Clerk)*

3. Consider, and act upon, adoption and final publication of Ordinance 1656 Case Z-2022-0002(A), a map amendment to change zoning of the property located at 575 W. Eighth Street from M-2 Industrial Zoning to MH-2 Manufactured Housing Park. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

4. Consider, and act upon, approving the award of RFQ 2022-06 Re-Bid Engineer & Design Repair 10th Street Bridge and Replace Hubbard Drive Bridge to Bohannon Huston. *(Nancy Beshaler, Public Works Director)*

5. Consider, and act upon, support of acceptance of the New Mexico Department of Tourism's "Clean and Beautiful" Grant award in the amount of \$30,081.40 for Keep Alamogordo Beautiful for the fiscal year 2023. *(Josh Sides, Special Events Manager)*

6. Consider, and act upon, Resolution 2022-40 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 August 23, 2022. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

7. Consider, and act upon, the Investment Report for the quarter ending June 30, 2022, in accordance with the City of Alamogordo Investment Ordinance. *(Sue Ashe, Accounting Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

8. Consider, and act upon, the Custody and Disbursement Agreement between the City of Alamogordo and the Tularosa Basin Historical Society for Atari Games. *(Brian Cesar, City Manager and Joe Lewandowski, Operational Consultant)*

9. Consider, and act, upon Resolution 2022-39 declaring 1401 S. White Sands Blvd. to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace or safety and ordering its abatement. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

10. Consider, and act upon, first publication of Ordinance 1658 Case Z-2022-0003(A), a map amendment to change the zoning of two parcels located south of Airport Rd. and west of Business Center Blvd. better known as Parcel Numbers 01N4052098330195 and 01N4052098462198 from R-1 Single Family Dwelling to M-2 Industrial Dwelling. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

11. Appointments to Boards and Committees. *(Susan Payne, Mayor)*

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/23/2022

Report Date: 08/16/2022

Report No: 1.

Submitted By: Richard Denton

Subject: Swearing in of two new Alamogordo Police Officers, Jerry Parra and Eric Cisneros. *(Richard Denton, Chief of Police and Municipal Court Judge, David Overstreet)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: none

Recommendation:

Background:

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/23/2022

Report Date: 08/16/2022

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the August 9, 2022, Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
August 9, 2022**

**SUSAN PAYNE, MAYOR
SHARON McDONALD, COMMISSIONER
JOSH RARDIN, COMMISSIONER
STEPHEN BURNETT, COMMISSIONER
NICHOLAS PAUL, COMMISSIONER**

**DUSTY WRIGHT, MAYOR PRO-TEM
KARL MELTON, COMMISSIONER
BRIAN CESAR, CITY MANAGER
PETRIA PENNINGTON, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

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

Mayor Payne called the meeting to order at 6:31p.m. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present. Invocation was given by Pastor Joe Bryant and the Pledge of Allegiance was led by Commissioner Melton.

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Thomas Harrison said he resides at 2095 Calle de Oro in Alamogordo. He said he has an issue with the property located at 2065 Calle de Oro, which is currently operating as an Air, Bed, and Breakfast in R-1 Zoning. He said his objection is using a home designed and intended for single family use that is instead being used as a lodging business; this violates the zoning in section one of that ordinance that specifies lodging uses of this type are not allowed. Airbnb's have flourished within our City, just Google a map and ask for them, and it lights up like a Christmas tree. How an exception occurred to allow lodging bed and breakfast in an R-1 zoning is a bit of a mystery, because no exception to zoning provisions is available to the public. He said his question is why and who authorized this type of use, and for what reason did they think this would be compatible with family neighborhoods of R-1 zoning. He said that we the owners, in the subdivision, in the zoning, request that allowing short-term rental of any sort not be allowed. Real estate trusts and hedge funds are buying up homes all over the country and are turning them into bnb's for interim income as they speculate before resale. Airbnb's have become a cottage industry at the expense of disrupting the family life in R-1 zoning in many of our neighborhoods. Many cities that have allowed short-term rentals established special tourist zones as an amendment to the R-1 zoning, so bars can be forewarned, and understand short-term rentals can occur in their neighborhoods. R-1 zoning was created for good reasons, a buyer can and should expect what the zoning laws permit, and do not permit. He said that we, who are living in the R-1 zoning homes, object to exceptions that allow commercial use of this type, otherwise why bother to zone the land. Instead of high-invest use, it seems that Alamogordo is taking apparent to highest and better use, a concept by allowing Airbnb's to flourish in our City, thereby disrupting the harmony of family-zoned neighborhoods. He said he has lived at his address for sixteen years and never recalled being advised about any amendment to R-1 zoning in his area. He said he was under the impression that any zoning change being made that could affect property owners and public hearings, would be published. He said if there is an amendment to the R-1 zoning, that is if one exists, he said he would like a copy of that. The Zoning Department has not offered one; it just told him verbally that this is allowed in any R-1 zoning. He said who made this amendment, when was this done, where is the documentation, what was the basis for the zoning exception, why has not one ever been advised or

allowed input for this amendment, why was not the zoning ordinance when amended rewritten to include Airbnb's so buyers of homes would know about lodging businesses being permitted in their neighborhood. This multiple-use policy within standard R-1 zoning can affect real estate values; this use creates risk and nuisance for residents. It is like living next door to a motel, that is all.

Bryan Swain said that he has lived in Alamogordo most of his adult life, since '83 with a short stint out-of-state. He said they moved back to Alamogordo two years ago just to come home. We had fine neighbors, we made friends with neighbors very quickly, and now he lives right next door to the commercial bnb. He said he had no inclination or no indication by the buyers that they weren't going to live there. He said he has been pretty much on alert ever since this started a couple of months ago, just to be aware of who is coming and going over there and are they acting like responsible families and adults. He said to keep it short, there is no reason why a residential area like this should be allowed to have a bnb, strangers in and out pretty much every weekend, and just living in an unsettled feeling to the residents that do live there. He said he felt this was something that should not happen, and no one was ever informed, or any inclination, not even so much as a visit from the neighbors, that hi I am your new neighbor. He said that he knew that they did not move in because they hauled in all-new furniture and set it up, and then strange cars started showing up from out-of-state. It is not a very nice thing, to have to live right next door and stay on alert for what is going on.

CITY MANAGER'S REPORT

City Manager Cesar made the following remarks:

1. He said he would like to thank the Police Department, the Fire Department, and Public Works; we had a few flooding events a week and a half ago, we are still in the process of clean-up and removing stuff from the northern side of town in the various drainage channels. In the very near future, we have a number of projects that have been moving forward through the design phase, so the lower portion of the Dry Canyon Arroyo, that is the area just to the west of Florida, roughly Indian Wells, past Canal, up the 24th Street, that phase is just about ready to go out to bid for actual construction. On the southern portion of town, Desert Lakes, that is very close to coming to Commission for bid to improve that drainage channel. The others, this is monsoon season, we have this every year; he said he has not seen what we saw a week ago in the time he has worked for the City, where we didn't have a drop of rain in town but we had Florida, Scenic, White Sands, all these streets, overflowing and flooded. It hit up in the mountains and we have had a prolonged dry spell, a drought, and two inches plus of rain in that short a period of time hit us hard.

2. He said on a positive note, this last Saturday, the Tularosa Basin Historical Society and some City staff had the introductory first meeting over at the Dudley School to talk to some potential volunteers and give them an overview of the project, where we are going, where the Historical Society is going with the building. We passed out information and tried to solicit some of the stories from people that had gone to the school or their parents, etcetera. The actual first work session will be this coming Saturday for the volunteers starting at 7 AM. All the materials will be provided, although if you have stuff, please bring it from home. At this point, the City is still getting the quotes in for the asbestos and lead testing that needs to be performed before any actual demolition work occurs. The first type of work that will go on at the Dudley School will be more of the cleanup of the outside, some of the brush that still needs to be removed and tossed into the 40 yard container. There is a lot of debris and old furniture that is inside the building, so that will be cleared out, but nothing that would potentially disturb anything that may contain asbestos. We won't mess with the floor tiles, ceiling tiles, anything that could potentially have asbestos. It will be more of a cleanup until we can get that testing done, and then any remediation that needs to be done to remove any asbestos-containing materials.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Rardin made the following comments:

He said about over on 10th Street and Florida, by the old Save-O-Mat, we had that water leak there in the westbound lane; they did a patch. City Manager Cesar said at this time, that is just a temporary patch. That whole area if you notice, it has really sunk. Commissioner Rardin said we need to fix the curb and gutter. City Manager Cesar said they are letting that go down, so that is just a quick skin patch, because it was potholing out so bad that the material was getting kicked out. That is just a temporary patch. As it continues to settle, they are going to go back in and take out a much larger area; go back in with a cement-stabilized material, bring it back up, curb and gutter, and then do the real patch. Commissioner Rardin said fix it right, okay. That looks pathetic down there right now. City Manager Cesar said that was just because the amount of traffic on that road was kicking out the base so quickly that someone was going to lose a tire or axel or something.

Commissioner Rardin said and what about the one on Lavelle Road, right before you cross the railroad track, the old railroad spur where they have that sinkhole that has been filled but has never been patched. City Manager Cesar said that one he would have to ask about. Commissioner Rardin said if we could look into that one.

CONSENT AGENDA

- 1. Approve the minutes for the July 26, 2022, Regular meeting and the August 2, 2022, Special meeting. (Rachel Hughs, City Clerk)**
- 2. Consider, and act upon, adoption and final publication of Ordinance 1653 reaffirming that the City's districts are compact in area and as nearly equal in population as possible. (Stella Rael, City Planner) (Roll Call Vote Required)**
- 3. Consider, and act upon, adoption and final publication of Ordinance 1654 to amend sections of Chapter 5 of the Code of Ordinances concerning Alcoholic Beverages. (Rachel Hughs, City Clerk) (Roll Call Vote Required)**
- 4. Consider, and act upon, adoption and final publication of Ordinance 1655 repealing Article 2-09 of the Code of Ordinances concerning the Department of Housing Authority. (Stephanie Hernandez, Assistant City Manager, Chris Herbert, Eastern Regional Housing Authority) (Roll Call Vote Required)**
- 5. Approve Resolution No. 2022-36 authorizing the Mayor to execute the agreement for membership in the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG). (Rachel Hughs, City Clerk) (Roll Call Vote Required)**
- 6. Consider, and act upon, an agreement with Otero County for Alamo Senior Center services to County residents, the total amount budgeted is \$44,669.00 (\$26,294.00 for home-delivered meals and \$18,375.00 for transportation). (Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)**
- 7. Consider, and act upon, approving the award of RFQ 2022-05 Engineering & Design Services for Expansion & Upgrade of Ed Brabson Balloon Park to Souder Miller & Associates. (Veronica Ortega, Community Services Director)**
- 8. Consider, and act upon, approval of an agreement with the New Mexico Economic Development District, Non-Metro Area Agency on Aging (NM-AAA) for the Nutrition Services**

Incentive Program, the total amount budgeted is \$57,166.00. (Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)

9. Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY23 contract for Direct Purchase of Services for senior programs, the total amount budgeted is \$484,825.86. (Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)

10. Consider, and act upon, the approval of the biannual airport state maintenance grant. (Jim Talbert, Airport Manager)

11. Consider, and act upon, nominating Dudley School to be placed on the National Register of Historic Places so we are able to apply for a National Park Services grant for repair and rehabilitation of historic properties. (Debbie Osborne, Grant Coordinator)

Commissioner Rardin removed item 7 from the Consent Agenda

Commissioner Rardin moved to approve the Consent Agenda as amended.

Mayor Pro-Tem Wright seconded the motion.

Roll Call Vote was taken.

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

ITEMS REMOVED FROM CONSENT AGENDA

7. Consider, an act upon, approving the award of RFQ 2022-05 Engineering & Design Services for Expansion & Upgrade of Ed Brabson Balloon Park to Souder Miller & Associates. (Veronica Ortega, Community Services Director)

Commissioner Rardin said he had some questions. He said he was reading through the background on here and it says we are doing water and sewer line upgrades and extensions, and then restroom facilities; didn't we just build permanent restroom facilities. Community Services Director Ortega said we got one very small restroom out of that. Remember we were supposed to get two restrooms and one at the Zoo, and we could only afford the one restroom. She said for the design, that is what we are asking for, is to upgrade and get another restroom. Commissioner Rardin said where is that going to be out there. Community Services Director Ortega said she didn't know exactly; where we had it originally was one on the north side, and one on the south side, so right now it is on the north side. Commissioner Rardin said so we are planning on adding additional restrooms out there. Community Services Director Ortega said yes. Commissioner Rardin said he had some questions as far as how much that one costs that is out there right now. He said he didn't know if you all remember when that item came up, he said he knew it was a grant, he said he thought it was from the State, to do it. Community Services Director Ortega said yes, and were supposed to have gotten three, two restrooms out there and one for the Zoo, but the prices came in high, so we only got that one small one.

Commissioner Rardin said we were talking about drainage issues when they did the Desalination Plant across the way, the way they built that asphalt up for the entrance, it has created some ponding and draining right across from the Balloon Park. He said are we going to look into addressing some of that, because it runs across the road, but when it rains pretty good out there, it puddles up on either side and then potentially, if you hit those puddles hard enough, it will throw you into the mud on that side. Community Services Director Ortega said she was sure we could address that in the design. City Manager Cesar said it will be addressed.

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

NEW BUSINESS

12. Consider, and act upon, appointing a board member and alternate to the Southeast Regional Transportation Planning Organization (SERPTO). (Rachel Hughs, City Clerk)

City Clerk Hughs said this was for the Southeast regional Transportation Planning Organization known as SERPTO. They are asking to appointment a board member and an alternate for the next two years. SERPTO has combined the two committees. There used to be the Policy and Technical committees, they have combined them into one board. City Planner Rael was the member for both of those committees.

Mayor Payne said so we need two. City Clerk Hughs said you need one board member and the alternate. It is not two boards anymore; it is just one.

Commissioner Rardin asked if it had to be a Commissioner, or if it could it be a staff member. City Clerk Hughs said she believed the alternate used to be Nadia Sikes. Mayor Payne said so the board member can be a staff member, is that correct. City Clerk Hughs said if that is what the Commission chooses, yes. Mayor Payne said so if we wanted to keep City Planner Rael on there, because she was sure she was doing a good job on that, we could do that, right. City Manager Cesar said yes. Mayor Payne said so now we need an alternate. Commissioner Rardin said aren't those meetings in Roswell. City Planner Rael said Roswell and Ruidoso. Mayor Payne said the alternate would just be if you couldn't go right. City Planner Rael said correct. Commissioner Rardin said how often do they meet. City Planner Rael said we are there quarterly usually, unless something else comes up; Nadia used to go with her all the time just because she was interested in what was going on. Commissioner Melton said he would volunteer.

Commissioner Rardin moved to appoint City Planner Rael as the board member and Commissioner Melton as the alternate.
Commissioner Burnett seconded the motion.
Motion carried with a vote of 7-0-0.

13. Consider, and act upon, first publication of Ordinance 1657 to amend Chapter 11 of the Code of Ordinances Section 11-05-270 Unreasonable Noise to remove the permit for noise notification. (Rachel Hughs, City Clerk) (Roll Call Vote Required)

City Clerk Hughs said staff recommends removing the permit for noise notification. This permit was created more than 20 years ago to notify the Police Department of unreasonable noise. The permit has proven to be ineffective through the years because the police still have to respond to unreasonable noise complaints according to the Unreasonable Noise Ordinance. They still have to enforce the ordinance. We are also recommending removing the word phonograph and adding comas where they were missing.

Mayor Payne said just so we are clear, they would not have to apply for a noise permit anymore. City Clerk Hughs said that would be correct, because all it is, is a noise notification. Mayor Payne said they are still going to be making noise, absolutely. City Clerk Hughs said exactly. She gave stats on the permits. In 2022 there have only been 30 permits issued, where 3 were not open to the public, whether it is a wedding or somebody is at their home and they are going to have noise. In 2021 there was 51

permits issued, 9 were not open to the public. In 2020 there was 23 permits issued and 3 were not open to the public, that is when COVID hit, and so all our permitting went down. In 2019 there was 57 permits, and 6 were not open to the public. In 2018 there was 42 and 7 were not open to the public.

Commissioner Wright moved to approve.

Commissioner Rardin seconded the motion.

Roll Call Vote was taken.

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

14. Consider, and act upon, Commissioner Melton joining and representing the City of Alamogordo in the American City County Exchange, America's only non-partisan free market forum for village, town, city and county policymakers. (Karl Melton, Commissioner)

Commissioner Melton said he found out about the A.C.C.E. a few months ago and brought it to City Manager Cesar. He said he did not believe that we had any current representation in that group. He said you could think of them as a New Mexico Municipal League, except nationwide. It is a non-partisan forum of different county and city local officials that get together, share things that work, and share things that didn't work. They release draft ordinances. This item needs to get passed to become a member. He said he will be paying for the dues himself, but he will also be abstaining from the vote.

Commissioner Paul said his concern is that this is not a non-partisan organization. He said he did not know that is in the best interest that a Commissioner represents the City in that capacity. If you look into the A.C.C.E. in the American Legislative Exchange, you will see that they are tied to a political party. Given the course of events that have transpired over the last week, he said that he just did not see that the City should be taking a position and joining this. If Commissioner Melton wants to join himself, then by all means. But to represent the City, he said he honestly thinks puts us in a position of being partisan when we are a non-partisan board. Commissioner Melton said in reply to that, it is a 501(c)(3), so it is forbidden by law to get involved in politics. For those municipalities that are partisan, they have democrat and republican members, but the vast majority of members are, like Alamogordo, non-partisan and not behind any party. He said from his understanding, by representing, it is just that he can apply for membership as a City Commissioner. Commissioner Paul said so why are you representing the City of Alamogordo. He said his concern is that it is definitely a political organization if you look into it, the bills, and the things they have sponsored, and their memberships. Commissioner Melton said they don't sponsor bills. Commissioner Paul said they are basically a bill mill; he said his personal opinion is that he feels this is a partisan group. Commissioner Melton said he thinks that is valid, but he will stick to the fact that is nonpartisan and 501(c)(3), but what we mean here by represent is that he can go online and submit an application for membership. In representing Alamogordo, they are going to ask what is your elected position. Mayor Payne asked if he had to have an elected position. Commissioner Melton said yes, that is one of the qualifications for membership. He said he thinks this will be an asset, but it our decision as a Commission on whether or not to utilize it. If they send us a draft ordinance that he thinks may be a good idea, he will bring that before the Commission, and we will vote on it. This wouldn't change anything. He said he thinks this will give us access to resources we did not have prior. City Manager Cesar said as a clarification, any member of the Commission, you are free to join whatever you want to join. Why this has to come before the Commission is if any one of you, including the Mayor, wants to join an organization and represent the City of Alamogordo, then a majority of the Commission has to authorize that Commissioner or Mayor to do that. Just as you did with SERPTO. For any of you to join and be a private citizen paying, you all are free to do that. He said he just wanted to clarify that, that is why this is an item coming forward, the difference is, if you are going to represent the City of Alamogordo and use your title as part of an organization, it takes a majority of the Commission's authorization to do that. Commissioner Melton said that is a requirement for membership, he can't apply as a private citizen.

Commissioner Rardin said given some things that have happened in the past when we have done things similar to this, he said he feels more like Commissioner Paul, a little reluctant on it. He said just because they may say they are a 501(c)(3), but it is probably more partisan towards to the right. He said we are part of the League, they kind of do the same thing for us, but it is geared more for just New Mexico. He said he did not mind him joining it, but the representative of the City part of it is where he has the issue, especially with us being nonpartisan.

Commissioner Rardin moved to not approve.

Commissioner Paul seconded the motion.

Motion carried with a vote of 6-0-1. Commissioner Melton abstained.

Commissioner Rardin moved to adjourn at 7:06 p.m.

Commissioner McDonald seconded the motion.

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

ADJOURNMENT

Mayor Susan L. Payne

ATTEST:

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy City Clerk)

Approved at the Regular Meeting held on August 23, 2022.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/23/2022

Report Date: 08/15/2022

Report No: 3.

Submitted By: Stella Rael

Subject: Consider, and act upon, adoption and final publication of Ordinance 1656 Case Z-2022-0002(A), a map amendment to change zoning of the property located at 575 W. Eighth Street from M-2 Industrial Zoning to MH-2 Manufactured Housing Park. (*Stella Rael, City Planner*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for adoption and final publication.

Background:

The City Commission approved the ordinance for first publication with a vote of 7-0 on July 26, 2022.

Property owners 575 RV Park, LLC are requesting that the property be rezoned from M-2 Industrial Zoning District to MH-2 Manufactured Housing Park District.

ORDINANCE No. 1656

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, ON A CERTAIN PROPERTY COMMONLY KNOWN AS LOT 2, EIGHTH STREET SUMMARY SUBDIVISION WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, 575 RV Park, LLC (hereinafter referred to as "the Owners") are the owners of certain real property legally described below (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

575 W. EIGHTH STREET

WHEREAS, an application has been filed in the Owner's name under Case No.

Z-2022-0002(A) to change the zoning of the Property, and

WHEREAS, the City Commission, after notice and hearing, finds and determines that the application for the re-zoning of the Property is in the public interest and is consistent with proper development of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION, THAT the zoning of the Property, which is more fully described below:

575 W. EIGHTH STREET

Is hereby changed from M-2 Industrial Zoning District to MH-2 Manufactured Housing Park District; and the official zoning map and comprehensive plan of the City are hereby amended to reflect this change.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2022.

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

By: _____
Susan Payne Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney



City of Alamogordo

City Commission

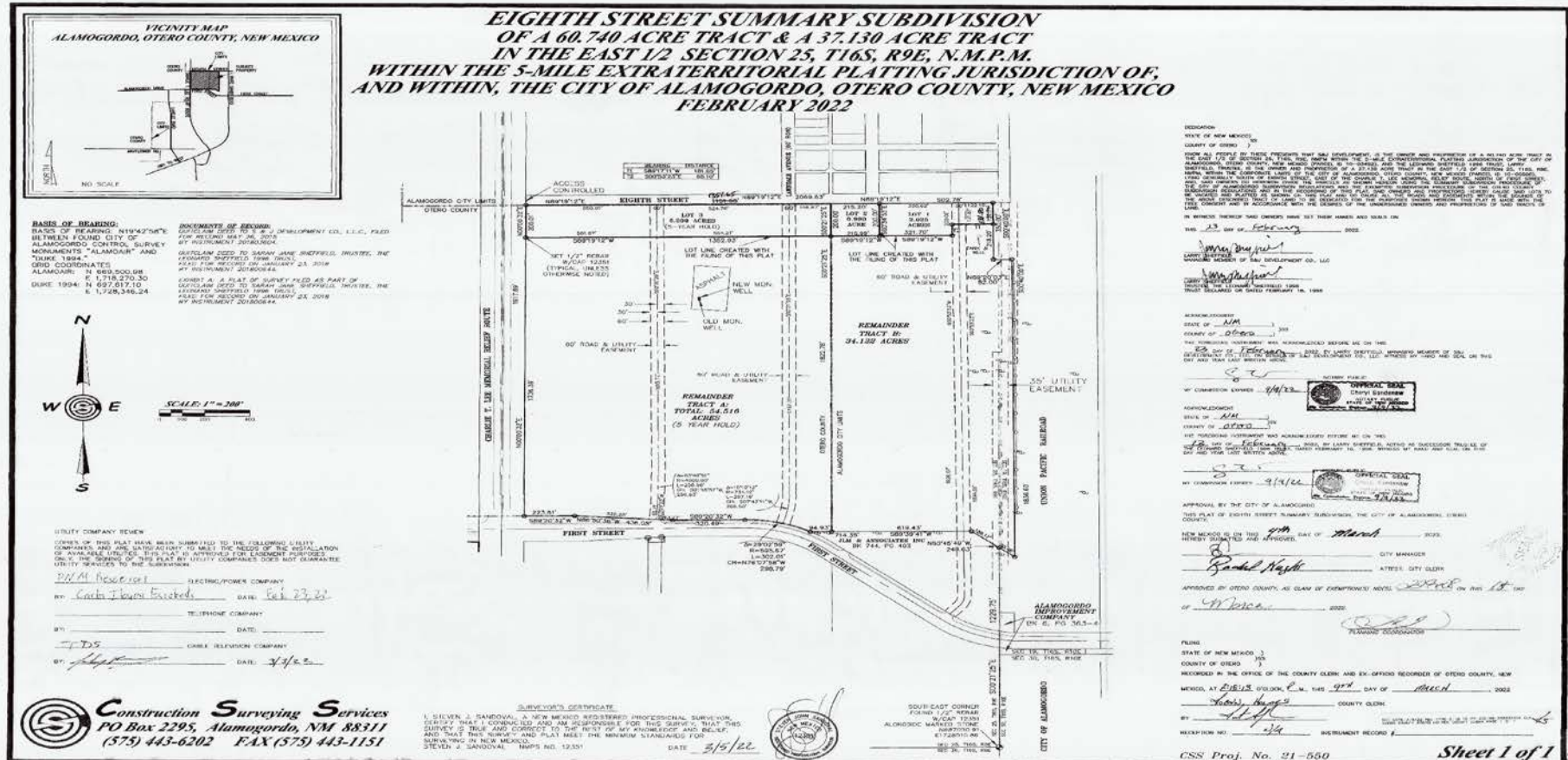


Z-2022-0002(A)

Stella Rael, City Planner
July 26, 2022

Summary Plat

2



Zoning Area

3



Zoning Request Case: Z-2022-0002(A)

Request:

The property owners are requesting for a map amendment to change the zoning of the property located at 575 8th Street from M-2 Industrial Zoning District to MH-2 Manufactured Housing Zoning District.

Applicants/Owners:

575 RV Park, LLC

575 W. 8th Street

Alamogordo, NM 88310

Findings of Fact

- ▶1. The application was filed and all fees were paid.
- ▶2. Legal ad was placed in the Alamogordo Daily News
- ▶3. Seven (7) letter were mailed by certified/returned receipt mail to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property.
- ▶4. As of July 18, 2022 there have been no letters returned undeliverable and I have not received any letters or phone calls of opposition.

Z-2022-0002(A)

6

- ▶ 7. Staff recommends approval.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/23/2022

Report Date: 08/09/2022

Report No: 4.

Submitted By: Barbara Pyeatt

Subject: Consider, and act upon, approving the award of RFQ 2022-06 Re-Bid Engineer & Design Repair 10th Street Bridge and Replace Hubbard Drive Bridge to Bohannon Huston. (*Nancy Beshaler, Public Works Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the award and authorize staff to proceed with a Service Agreement

Background: RFQ 2022-06 Scope of work involves planning, engineering, and design services to evaluate the current condition of the structure, determine the cause of settlement and deterioration (primarily on the south side), and develop an appropriate repair methodology for Tenth Street Bridge. Hubbard Drive Bridge project involves planning, engineering, and design services to replace the structure in its entirety due to substantially deteriorated conditions. RFQ was advertised on June 19, 2022. Two proposals were received. Both were deemed responsive. Proposals were evaluated by a 5-member committee. Composite score sheet is attached. Copies of both proposals can be viewed at the City Clerk's office.

CITY OF ALAMOGORDO
COMPOSITE SCORE SHEET
Re-Bid Engineering Design Services Repair 10th Street Bridge Replace Hubbard Dr Bridge
June 20th, 2022
RFQ NO. 2022-06

Factor	Available Points per Vendor	5 Committee Members	Bohannon Huston	Souder Miller & Associates
1	150	Specialized Design and Technical Competence	140	129
2	100	Capacity and Capability	87	90
3	100	Past Record of Performance	98	90
4	75	Approach to providing Services	73	66
5	25	Proximity to or Familiarity with the Alamogordo area	25	25
6	25	Amount of Design work that will be produced by a New Mexico Business within this state	25	20
7	25	Current Volume of Work for the City of Alamogordo	25	15
8	Percentage	Preference	23.65	21.75
Total Available	500	Accumulated Score	497	457
Total Rank			1	2

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/23/2022

Report Date: 08/16/2022

Report No: 5.

Submitted By: Josh Sides

Subject: Consider, and act upon, support of acceptance of the New Mexico Department of Tourism's "Clean and Beautiful" Grant award in the amount of \$30,081.40 for Keep Alamogordo Beautiful for the fiscal year 2023. *(Josh Sides, Special Events Manager)*

Fiscal Impact: \$30,081.40

Amount Budgeted: \$0.00

Fund: 037

Additional Fiscal Impact: The grant award from the New Mexico Department of Tourism through the Clean and Beautiful grant will increase Fund 37 by \$30,081.40.

Recommendation: Approve and support the acceptance and implementation of funds awarded by the New Mexico Department of Tourism.

Background: Keep Alamogordo Beautiful has been a program in place by the City of Alamogordo for approximately twenty-six years. The majority of funds for the program have come yearly from the New Mexico Department of Tourism's "Clean and Beautiful Grant".

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Litter Control and Beautification
“Clean & Beautiful” Grant Program Agreement**

THIS AGREEMENT, numbered **23-418-6002-00001-00**, is made and entered into by the State of New Mexico Tourism Department, hereinafter referred to as the “NMTD,” and CITY OF ALAMOGRODO, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

WHEREAS, the purpose of the New Mexico “Litter Control and Beautification Act,” NMSA 1978, § 67-16-1 et seq. (hereinafter “the Act”) is to control litter by authorizing NMTD to eliminate litter from the state to the maximum practical extent through a state-coordinated plan of education, control, prevention, and elimination; and

WHEREAS, the “Litter Control and Beautification Fund,” hereinafter “the Fund,” is appropriated to NMTD for the purpose of carrying out the provisions of the Act; and

WHEREAS, the Act provides that NMTD may contract with other state and local government agencies to carry out the provisions of the Act;

AGREEMENT

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Perform and complete the projects and programs, expending all related funds, as outlined in the Project Award Schedule, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Acknowledge and comply with all Grant Program Guidelines, as approved by NMTD and attached hereto as *Exhibit B*.
- C. Complete and submit all required documentation for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.
- D. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner’s eligibility for future awards.

II. Obligations of NMTD.

- A. Provide award funds for all eligible expenses in accordance with the Act and according to *Exhibit A* and *Exhibit B*.

- B. Provide access to all forms required for submission for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.

III. Additional Terms & Conditions:

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2023**. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto, with the exception of Exhibit A, which may be adjusted by authorization of the NMTD Tourism Development Division Director.
- D. Neither Party will be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing Party's control and without such Party's fault or negligence, such as acts of God, pandemic-related public health orders, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, NMTD will withhold payment of award funds as set forth in Exhibit A.
- E. Partner shall obtain prior approval from NMTD for any and all use of the KNMT Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- F. Partner shall ensure that any activities carried out in accordance with this Agreement conform to all current Public Health Orders and corresponding COVID-Safe Practices.
- G. The Parties shall not be jointly liable. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.

- H. This Agreement is governed by the laws of the State of New Mexico.
- I. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- J. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service, by electronic mail or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
Lucy Stanus, Clean & Beautiful Program Coordinator
491 Old Santa Fe Trail | Santa Fe, NM 87501
505-660-4734 | lucy.stanus@state.nm.us

To Partner: City of Alamogordo
Brian Cesar
1376 E. 9th Street | Alamogordo, NM 88310
(575)-439-4200 | bcesar@ci-alamogordo.nm.us

Program Manager: Josh Sides
Phone: (575)-439-4279
Email: jsides@ci.alamogordo.nm.us

- K. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Deputy Secretary listed below.

By: _____

Date: _____

Print Name: _____

For PARTNER (CITY OF ALAMOGORDO)

By: _____

Date: _____

Yodel Catanach, NMTD ASD Director

Approved for legal sufficiency:

By: _____

Date: _____

Jennifer Saavedra, NMTD General Counsel

By: _____

Date: _____

Antoinette Vigil, NMTD Deputy Secretary

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **01-406012-004**

By: _____

Date: _____

Taxation and Revenue Department

EXHIBIT A PROJECT AWARD SCHEDULE CITY OF ALAMOGORDO					
	<u>Goal 1</u>	<u>Goal 2</u>	<u>Goal 3</u>	<u>Goal 4</u>	<u>Goal 5</u>
End Littering					
1.3 Clean-up Activities	\$2,283.40				
Reduce Waste					
2.5 Event Recycling Bins		\$418.00			
Beautify Communities					
3.2 Landscaping			\$4,500.00		
3.4 Graffiti Eradication			\$500.00		
Empower Youth					
4.2 Youth Groups				\$7,650.00	
4.3 Youth Interns				\$12,500.00	
Increase Program Capacity					
5.2 KAB Dues					\$230.00
5.3 KAB Conference					\$2,000.00
Subtotals	\$2,283.40	\$418.00	\$5,000.00	\$20,150.00	\$2,230.00
Total Award	\$30,081.40				

<i>Lancing Adams</i>	8/15/22
Approved by: NMTD Tourism Development Division Director	Date

EXHIBIT B

NEW MEXICO TOURISM DEPARTMENT CLEAN AND BEAUTIFUL GRANT PROGRAM FY23 GUIDELINES

GRANT PURPOSE

The purpose of the New Mexico “Litter Control and Beautification Act,” NMSA 1978, § 67-16-1 et seq., is to accomplish litter control by vesting in the New Mexico Tourism Department (Department) the authority to eliminate litter from the state to the maximum practical extent. The Department shall aid in establishing a statewide Keep America Beautiful Program through the New Mexico Clean and Beautiful Grant Program to end littering, improve recycling, and beautify New Mexico communities.

ELIGIBILITY

All New Mexico municipalities, counties, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding (correct CRS numbers are required within the application process). Entities need not be Keep America Beautiful affiliates to apply.

ELIGIBLE EXPENDITURES

Projects and initiatives that contribute to the following goals and objectives, as identified through Keep America Beautiful and the Litter Control and Beautification Act, may be eligible for funding:

Goal #1 - End Littering

- Objective 1.1 – Prevent littering.
- Objective 1.2 – Provide access to proper waste disposal.
- Objective 1.3 – Remove litter.

Goal #2 – Reduce Waste

- Objective 2.1 – Reuse.
- Objective 2.2 – Repair.
- Objective 2.3 – Repurpose.
- Objective 2.4 – Improve composting and sustainable organics management.
- Objective 2.5 – Improve recycling and sustainable materials management.

Goal #3 - Beautify Communities

- Objective 3.1 – Improve green spaces through sustainable park design.
- Objective 3.2 – Maximize sustainable landscaping throughout communities.
- Objective 3.3 – Prevent graffiti.
- Objective 3.4 – Eradicate graffiti.

Goal #4 – Empower Youth

- Objective 4.1 – Educate students.
- Objective 4.2 – Provide service opportunities for youth groups.
- Objective 4.3 – Employ youth interns.
- Objective 4.4 – Provide youth leadership opportunities.

- Youth initiatives must directly contribute to at least one of the above-mentioned goals
- Applicants may either hire a youth group as a subcontractor, or hire individual youths
- For individual youth interns:
 - a) Individuals must be between 14 to 25 years of age
 - b) Salary range = at least local minimum wage
 - c) Youth Employment Verification forms are required for each youth employed

Goal #5 – Increase Program Capacity

- Objective 5.1 – Recruit and engage volunteers.
- Objective 5.2 – Build coalitions through professional affiliations.
- Objective 5.3 – Increase knowledge through professional development.

EXHIBIT B

- Activities must directly contribute to at least one of the above-mentioned goals

MATCHING REQUIREMENTS

This grant requires a 25% match. The following sections may be used to determine the costs and calculate totals for In-Kind & Monetary Donations, which must be reported in the End-of-Year Report.

Donated Goods or Services:

Entities may receive non-monetary contributions of goods or services, often referred to as “in-kind donations” from businesses, groups and individuals. Examples include private waste hauler services, “pro-bono” accounting services, food/drinks, donated advertising space, or office space in a non-government building. The dollar value of any donated goods or services is equal to the market price of the goods or services contributed. Whenever possible, submit the dollar-value in writing.

How to Calculate Government Costs:

Government employee time and services for which they receive government salary, overtime or compensatory time are considered a cost. If a government employee is working on a project on their own time, as a volunteer or board member, calculate their time as a volunteer hour. Government in-kind goods include hauling by sanitation vehicles, printing, and the use of consumable supplies. To calculate the value of in-kind government agency costs, estimate the market value of the goods or services provided to your affiliate and add to that the dollar-value for each hour of work given by government employees.

Volunteer Hours:

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Each volunteer hour should be assigned the applicable state value provided by Independent Sector unless a professional provides a specific value for professional services. Current value for volunteer hours is available at https://www.independentsector.org/volunteer_time.

GRANT AGREEMENT

The grant award will be officially executed upon receipt by the Department of the signed grant agreement. Agreements will include two accompanying exhibits: Project Award Schedule (*Exhibit A*) and these Grant Program Guidelines (*Exhibit B*).

INITIAL DISBURSEMENT OF FUNDS

For FY23 grant awards, Partners will be eligible to receive 50% of the total award amount following the execution of the grant agreement and submission of the Initial Disbursement Invoice. This form is available for download at the [NM Clean & Beautiful Grant Resources webpage](#).

REIMBURSEMENT REQUIREMENTS

In order to receive reimbursement for the remaining 50% of the total award amount, Partners must submit the Final Reimbursement Request Packet at project end.

Final Reimbursement Request Packet should include, submitted no later than June 15, 2023:

- Final Reimbursement Invoice
- Total Project Expense Worksheet with back-up documentation*
- Youth Employment Verification forms, if applicable
- Event and trainings registration confirmations, and KAB Affiliate dues receipt, if applicable

Final Reimbursement Request Packet should include, submitted no later than July 5, 2023:

- End-of-Year Report
- Volunteer Sign-in Sheet, if applicable

EXHIBIT B

*Eligible back-up documentation includes:

1. Invoices *or* receipts

AND

2. Cleared checks, warrants, bank statements *or* an attestation by Partner's CFO or equivalent financial authority

SUBMISSION REQUIREMENTS

- All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage at: <https://nmtourism.smapply.io/res/p/nmcbresources/>
- Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: <https://nmtourism.smapply.io/> or by email to lucy.stanus@state.nm.us

PROGRAM ASSISTANCE

Clean & Beautiful Grant Program Coordinator (Lucy Stanus) will establish communication schedules and provide technical assistance for all awardees. She can be reached by email at lucy.stanus@state.nm.us or by phone at 505-660-4734.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/23/2022

Report Date: 08/15/2022

Report No: 6.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2022-40 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 August 23, 2022. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Beginning Cash Balances \$88,163,935

Revenues \$ 152,588 Increase

Expenditures \$ 1,743,453 Increase

Transfers In \$ 2,589,454 Increase

Transfers Out \$ 2,589,454 Increase

Recommendation: Approve the Resolution

Background: The City Commission adopted the FY 2022-2023 budget on May 24, 2022. The Department of Finance & Administration granted approval of the City of Alamogordo's Fiscal Year 2022-2023 Final Budget on August 9, 2022. Resolution 2022-40 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. 2022-40

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 2022-2023.

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

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written approval to the City of Alamogordo, New Mexico's annual budget on August 9, 2022, for fiscal year 2022-2023; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2022-2023.

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 2022-2023 be and hereby is revised as of August 23, 2022, to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2022-2023 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 August 23, 2022, as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2022-2023.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 23rd. day of August 2022.

CITY OF ALAMOGORDO, NEW MEXICO,
A NEW MEXICO MUNICIPAL CORPORATION

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

**ALL FUNDS SUMMARY
BUDGET 2022-2023**

1/12TH REQ RSRV
1,651,771
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
3,941,316

FY23 BUDGET - RESOLUTION 2022-40 (#2) August 23, 2022

FUND NO.	FY 2021-2022 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	17,559,597	20,117,565	721,354	12,515,433	(11,794,079)	19,821,251	6,061,832	2,120,516	3,941,316
12	INTERNAL SERVICE FUND	24,496	315,433	5,380,212	0	5,380,212	5,710,141	10,000		\$10,000
15	CORRECTIONS-JAIL	68,129	57,435	0	0	0	81,000	44,564		\$44,564
16	LODGER'S TAX-PROMOTIONAL FUND	555,375	228,565	0	1,753	(1,753)	626,702	155,485		\$155,485
17	POLICE COURT BOND	8,638	0	0	0	0	0	8,638		\$8,638
19	COURT AUTOMATION FUND	2,637	47,000	0	0	0	42,833	6,804		\$6,804
20	LODGER'S TAX-CITY	599,081	413,175	0	69,520	(69,520)	569,940	372,796		\$372,796
21	D.A.R.E. DONATIONS FUND	23,702	1,142	0	0	0	6,846	17,998		\$17,998
24	GRANT CAPITAL IMPROVEMENT	0	3,544,753	0	0	0	3,227,391	317,362		\$317,362
27	MUNICIPAL COURT OPERATIONS	1,704	13,000	470,856	0	470,856	480,560	5,000		\$5,000
28	POLICE CONTINGENCY	61,916	2,471	0	0	0	10,000	54,387		\$54,387
31	CEMETERY-PERPETUAL CARE	836,995	18,996	0	40,000	(40,000)	0	815,991		\$815,991
32	COMMUNITY SERVICES	13,452	556,702	6,458,426	0	6,458,426	7,018,580	10,000		\$10,000
33	FIRE PROTECTION	907,446	740,788	0	0	0	1,557,671	90,563		\$90,563
35	HIDTA GRANT FUND	0	0	0	0	0	0	0		\$0
36	LAW ENFORCEMENT FUND	11,664	82,000	0	0	0	93,664	0		\$0
37	STATE HIGHWAY FUND	101,774	22,502	0	0	0	27,500	96,776		\$96,776
38	TRAFFIC SAFETY FUND	59,666	10,422	0	0	0	10,000	60,088		\$60,088
39	STATE JUDICIAL	2,352	42,000	0	0	0	42,000	2,352		\$2,352
42	1984 GROSS RECEIPTS TAX	3,775,451	1,917,573	0	3,422,863	(3,422,863)	24,299	2,245,862	252,119	\$1,993,743
44	TRANSPORTATION FUND	5,822	1,131,823	4,104,457	264,025	3,840,432	4,973,661	4,416		\$4,416
48	NEW MEXICO C.D.B.G.	124,174	392,376	1,308,968	0	1,308,968	1,701,345	124,173		\$124,173
49	1986 GROSS RECEIPTS TAX	4,708,800	1,936,510	0	1,929,076	(1,929,076)	1,424,568	3,291,666	268,391	\$3,023,275
50	PROPERTY ACQUISITION	85,009	0	0	0	0	0	85,009		\$85,009
53	GENERAL OBLIGATION	930,035	1,140,284	0	0	0	1,144,195	926,124	557,029	\$369,095
54	REVERSE OSMOSIS PROJECT RSV	21,967	0	0	0	0	16,239	5,728		\$5,728
56	99 GRT FLOOD CONTROL BOND PROJ	109	0	625,850	0	625,850	421,115	204,844		\$204,844
59	REVENUE BOND P & I FUND	162,267	300	2,406,935	0	2,406,935	2,410,435	159,067		\$159,067
61	MUNICIPAL INFRASTRUCTURE .0625%	1,311,953	481,432	0	293,000	(293,000)	6,075	1,494,310		\$1,494,310
63	COMMUNITY DEVELOPMENT	(0)	0	483,713	28,910	454,803	452,488	2,315		\$2,315
69	1994 GROSS RECEIPTS	3,345,432	1,925,513	0	1,871,779	(1,871,779)	24,299	3,374,867	553,051	\$2,821,816
71	ALAMO SENIOR CENTER	430	884,817	926,366	0	926,366	1,806,613	5,000		\$5,000

74	ALAMO SENIOR CENTER GIFT	138,296	13,282	0	0	0	36,045	115,533		\$115,533
75	RETIRED & SENIOR VOL. PROGRAM	7,313	135,250	10,000	0	10,000	147,803	4,760		\$4,760
81	WATER/SEWER OPERATING	15,099,374	13,771,971	2,437,867	2,200,678	237,189	20,614,789	8,493,745	1,463,850	\$7,029,895
82	98 JT WATER/SEWER BOND P&I	1,119,487	13,473	1,807,764	0	1,807,764	1,807,762	1,132,962		\$1,132,962
86	SOLID WASTE COLLECTION SYS.	771,643	2,454,909	0	152,769	(152,769)	2,278,107	795,676	178,583	\$617,093
88	BONITO CAMPGROUND	398,101	3,003	0	0	0	2,000	399,104		\$399,104
89	ESGRT .0625%	2,282,812	494,876	0	1,059,950	(1,059,950)	1,027,433	690,305		\$690,305
90	GOLF COURSE	63,461	1,593,400	613,047	0	613,047	2,264,908	5,000		\$5,000
91	AIRPORT	42,900	191,141	127,000	33,052	93,948	307,660	20,329		\$20,329
94	OTERO GREENTREE REG LANDFILL	3,655,124	1,263,067	0	4,276	(4,276)	2,818,914	2,095,001		\$2,095,001
96	SELF-INSURED FUND	547,004	53,945	0	0	0	52,373	548,576		\$548,576
98	PAYROLL CLEARING	216,796	0	0	0	0	0	216,796		\$216,796
104	UTILITY DEPOSITS	624,156	0	0	0	0	0	624,156		\$624,156
105	ECONOMIC DEVELOPMENT	5,577,210	1,010,312	0	0	0	200,255	6,387,267		\$6,387,267
107	SELF INSURED/LIABILITY	1,134,195	5,842	0	0	0	535,000	605,037		\$605,037
109	2004 GRT CAPITAL OUTLAY	14,557,615	3,939,341	0	3,995,731	(3,995,731)	6,204,621	8,296,604	534,452	\$7,762,152
114	SIDEWALKS REVOLVING LOANS	144,232	1,249	0	0	0	0	145,481		\$145,481
115	CORP ESCROW ACCOUNT RESERVE	1,000	0	0	0	0	0	1,000		\$1,000
119	2012 GRT REF/IMP REVBD	392,207	2,686	0	0	0	394,893	0		\$0
121	2015 GO BONDS-FUN CENTER	90,836	785	0	0	0	0	91,621		\$91,621
122	2015 GO BONDS-STREETS	176,014	1,825	0	0	0	0	177,839		\$177,839
124	AMERICAN RESCUE PLAN ACT	3,897,893	0	0	0	0	3,897,893	(0)		(\$0)
901	HOUSING LOW RENT OPERATING	1,211,402	1,011,844	0	0	0	1,440,105	783,141	86,881	\$696,260
903	HOUSING HOMEOWNERSHIP OPER	704,785	990	0	0	0	17,859	687,916		\$687,916
904	HOUSING CAPITAL FUND PROJECTS	8	1,283,943	0	0	0	1,283,943	8		\$8
TOTALS FY2023		88,163,935	63,271,711	27,882,815	27,882,815	0	99,063,774	52,371,872	6,014,872	46,356,999

ALL FUNDS SUMMARY

BUDGET 2022-2023

1/12TH REQ RSRV
1,651,771
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
3,941,316

FY23 BUDGET - RESOLUTION 2022-40 (#2) August 23, 2022

FUND NO.	FY 2021-2022 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	17,559,597	20,111,293	721,354	12,515,433	(11,794,079)	19,025,979	6,850,832	2,120,516	4,730,316
	Revision #2-Otero County JPA		150			0	150	0		0
	Revision #5-Crosswalk New York Ave./Tenth St.		5,000			0	19,000	(14,000)		(14,000)
	Revision #7-Pet Adoption Donations		1,122			0	1,122	0		0
	Revision #8-City Hall HVAC Inspection/Service					0	25,000	(25,000)		(25,000)
	Revision #9-Police Aide Vehicles(4)					0	150,000	(150,000)		(150,000)
	Revision #10-PSAP Project					0	600,000	(600,000)		(600,000)
	Total Revised Fund 11	17,559,597	20,117,565	721,354	12,515,433	(11,794,079)	19,821,251	6,061,832	2,120,516	3,941,316
12	INTERNAL SERVICE FUND	24,496	315,433	5,380,212	0	5,380,212	5,710,141	10,000		10,000
	Total Revised Fund 12	24,496	315,433	5,380,212	0	5,380,212	5,710,141	10,000		10,000
15	CORRECTIONS-JAIL	68,129	57,435	0	0	0	81,000	44,564		44,564
	Total Revised Fund 15	68,129	57,435	0	0	0	81,000	44,564		44,564
16	LODGER'S TAX-PROMOTIONAL FUND	555,375	228,565	0	1,753	(1,753)	626,702	155,485		155,485
	Total Revised Fund 16	555,375	228,565	0	1,753	(1,753)	626,702	155,485		155,485
17	POLICE COURT BOND	8,638	0	0	0	0	0	8,638		8,638
	Total Revised Fund 17	8,638	0	0	0	0	0	8,638		8,638
19	COURT AUTOMATION FUND	2,637	47,000	0	0	0	42,833	6,804		6,804
	Total Revised Fund 19	2,637	47,000	0	0	0	42,833	6,804		6,804
20	LODGER'S TAX-CITY	599,081	413,175	0	69,520	(69,520)	569,940	372,796		372,796
	Total Revised Fund 20	599,081	413,175	0	69,520	(69,520)	569,940	372,796		372,796
21	D.A.R.E. DONATIONS FUND	23,702	1,142	0	0	0	6,846	17,998		17,998
	Total Revised Fund 21	23,702	1,142	0	0	0	6,846	17,998		17,998
24	GRANT CAPITAL IMPROVEMENT	0	3,544,753	0	0	0	3,227,391	317,362		317,362
	Total Revised Fund 24	0	3,544,753	0	0	0	3,227,391	317,362		317,362
27	MUNICIPAL COURT OPERATIONS	1,704	13,000	470,856	0	470,856	480,560	5,000		5,000
	Total Revised Fund 27	1,704	13,000	470,856	0	470,856	480,560	5,000		5,000
28	POLICE CONTINGENCY	61,916	2,471	0	0	0	10,000	54,387		54,387
	Total Revised Fund 28	61,916	2,471	0	0	0	10,000	54,387		54,387
31	CEMETERY-PERPETUAL CARE	836,995	18,996	0	40,000	(40,000)	0	815,991		815,991
	Total Revised Fund 31	836,995	18,996	0	40,000	(40,000)	0	815,991		815,991
32	COMMUNITY SERVICES	13,452	531,702	6,458,426	0	6,458,426	6,993,580	10,000		10,000
	Revision #2-Otero County JPA		25,000			0	25,000	0		0
	Total Revised Fund 32	13,452	556,702	6,458,426	0	6,458,426	7,018,580	10,000		10,000
33	FIRE PROTECTION	907,446	651,472	0	0	0	1,468,355	90,563	0	90,563
	Revision #13-State Fire Allotment FY23		89,316			0	89,316	0		0
	Total Revised Fund 33	907,446	740,788	0	0	0	1,557,671	90,563		90,563
35	HIDTA GRANT FUND	0	0	0	0	0	0	0		0
	Total Revised Fund 35	0	0	0	0	0	0	0		0
36	LAW ENFORCEMENT FUND	11,664	82,000	0	0	0	93,664	0		0
	Total Revised Fund 36	11,664	82,000	0	0	0	93,664	0		0

37	STATE HIGHWAY FUND	101,774	22,502	0	0	0	27,500	96,776		96,776
	Total Revised Fund 37	101,774	22,502	0	0	0	27,500	96,776		96,776
38	TRAFFIC SAFETY FUND	59,666	10,422	0	0	0	10,000	60,088		60,088
	Total Revised Fund 38	59,666	10,422	0	0	0	10,000	60,088		60,088
39	STATE JUDICIAL	2,352	42,000	0	0	0	42,000	2,352		2,352
	Total Revised Fund 39	2,352	42,000	0	0	0	42,000	2,352		2,352
42	1984 GROSS RECEIPTS TAX	3,775,451	1,917,573	0	3,172,863	(3,172,863)	24,299	2,495,862	252,119	2,243,743
	Revision #11-Drainage Master Plan				250,000	(250,000)		(250,000)		(250,000)
	Total Revised Fund 42	3,775,451	1,917,573	0	3,422,863	(3,422,863)	24,299	2,245,862	252,119	1,993,743
44	TRANSPORTATION FUND	5,822	1,131,823	3,854,457	264,025	3,590,432	4,723,661	4,416		4,416
	Revision #11-Drainage Master Plan			250,000		250,000	250,000	0		0
	Total Revised Fund 44	5,822	1,131,823	4,104,457	264,025	3,840,432	4,973,661	4,416		4,416
48	NEW MEXICO C.D.B.G.	124,174	392,376	1,308,968	0	1,308,968	1,701,345	124,173		124,173
	Total Revised Fund 48	124,174	392,376	1,308,968	0	1,308,968	1,701,345	124,173		124,173
49	1986 GROSS RECEIPTS TAX	4,708,800	1,936,510	0	554,076	(554,076)	1,424,568	4,666,666	268,391	4,398,275
	Revision #1-Project Transfers Correction				1,375,000	(1,375,000)		(1,375,000)		(1,375,000)
	Total Revised Fund 49	4,708,800	1,936,510	0	1,929,076	(1,929,076)	1,424,568	3,291,666	268,391	3,023,275
50	PROPERTY ACQUISITION	85,009	0	0	0	0	0	85,009		85,009
	Total Revised Fund 50	85,009	0	0	0	0	0	85,009		85,009
53	GENERAL OBLIGATION	930,035	1,140,284	0	0	0	1,144,195	926,124	557,029	369,095
	Total Revised Fund 53	930,035	1,140,284	0	0	0	1,144,195	926,124	557,029	369,095
54	REVERSE OSMOSIS PROJECT RSV	21,967	0	0	0	0	16,239	5,728		5,728
	Total Revised Fund 54	21,967	0	0	0	0	16,239	5,728		5,728
56	99 GRT FLOOD CONTROL BOND PROJ	109	0	625,850	0	625,850	421,115	204,844		204,844
	Total Revised Fund 56	109	0	625,850	0	625,850	421,115	204,844		204,844
59	REVENUE BOND P & I FUND	162,267	300	2,406,935	0	2,406,935	2,410,435	159,067		159,067
	Total Revised Fund 59	162,267	300	2,406,935	0	2,406,935	2,410,435	159,067		159,067
61	MUNICIPAL INFRASTRUCTURE .0625%	1,311,953	481,432	0	43,000	(43,000)	6,075	1,744,310		1,744,310
	Revision #1-Project Transfers Correction				250,000	(250,000)		(250,000)		(250,000)
	Total Revised Fund 61	1,311,953	481,432	0	293,000	(293,000)	6,075	1,494,310		1,494,310
63	COMMUNITY DEVELOPMENT	(0)	0	483,713	28,910	454,803	452,488	2,315		2,315
	Total Revised Fund 63	(0)	0	483,713	28,910	454,803	452,488	2,315		\$2,315
69	1994 GROSS RECEIPTS	3,345,432	1,925,513	0	1,871,779	(1,871,779)	24,299	3,374,867	553,051	2,821,816
	Total Revised Fund 69	3,345,432	1,925,513	0	1,871,779	(1,871,779)	24,299	3,374,867	553,051	2,821,816
71	ALAMO SENIOR CENTER	430	884,817	926,366	0	926,366	1,806,613	5,000		5,000
	Total Revised Fund 71	430	884,817	926,366	0	926,366	1,806,613	5,000		5,000
74	ALAMO SENIOR CENTER GIFT	138,296	13,282	0	0	0	36,045	115,533		115,533
	Total Revised Fund 74	138,296	13,282	0	0	0	36,045	115,533		115,533
75	RETIRED & SENIOR VOL. PROGRAM	7,313	135,250	10,000	0	10,000	147,803	4,760		4,760
	Total Revised Fund 75	7,313	135,250	10,000	0	10,000	147,803	4,760		4,760
81	WATER/SEWER OPERATING	15,099,374	13,771,971	98,413	2,200,678	(2,102,265)	20,326,789	6,442,291	1,463,850	4,978,441
	Revision #1-Project Transfers Correction			2,339,454		2,339,454		2,339,454		2,339,454
	Revision #12-Construction Supplies					0	288,000	(288,000)		(288,000)
	Total Revised Fund 81	15,099,374	13,771,971	2,437,867	2,200,678	237,189	20,614,789	8,493,745	1,463,850	7,029,895
82	98 JT WATER/SEWER BOND P&I	1,119,487	13,473	1,807,764	0	1,807,764	1,807,762	1,132,962	0	1,132,962
	Total Revised Fund 82	1,119,487	13,473	1,807,764	0	1,807,764	1,807,762	1,132,962		1,132,962
86	SOLID WASTE COLLECTION SYS.	771,643	2,454,909	0	152,769	(152,769)	2,278,107	795,676	178,583	617,093
	Total Revised Fund 86	771,643	2,454,909	0	152,769	(152,769)	2,278,107	795,676	178,583	617,093
88	BONITO CAMPGROUND	398,101	3,003	0	0	0	2,000	399,104	0	399,104
	Total Revised Fund 88	398,101	3,003	0	0	0	2,000	399,104		399,104

89	ESGRT .0625%	2,282,812	494,876	0	345,496	(345,496)	871,968	1,560,224	0	1,560,224
	Revision #1-Project Transfers Correction				714,454	(714,454)		(714,454)		(714,454)
	Revision #13-Post Closure Reserve					0	155,465	(155,465)		(155,465)
	Total Revised Fund 89	2,282,812	494,876	0	1,059,950	(1,059,950)	1,027,433	690,305		690,305
90	GOLF COURSE	63,461	1,593,400	613,047	0	613,047	2,264,908	5,000	0	5,000
	Total Revised Fund 90	63,461	1,593,400	613,047	0	613,047	2,264,908	5,000		5,000
91	AIRPORT	42,900	159,141	127,000	33,052	93,948	275,260	20,729	0	20,729
	Revision #6-Airport Grant		32,000			0	32,000	0		0
	Revision #15-Airport Overtime					0	400	(400)		(400)
	Total Revised Fund 91	42,900	191,141	127,000	33,052	93,948	307,660	20,329		20,329
94	OTERO GREENTREE REG LANDFILL	3,655,124	1,263,067	0	4,276	(4,276)	2,818,914	2,095,001	0	2,095,001
	Total Revised Fund 94	3,655,124	1,263,067	0	4,276	(4,276)	2,818,914	2,095,001		2,095,001
96	SELF-INSURED FUND	547,004	53,945	0	0	0	52,373	548,576	0	548,576
	Total Revised Fund 96	547,004	53,945	0	0	0	52,373	548,576		548,576
98	PAYROLL CLEARING	216,796	0	0	0	0	0	216,796	0	216,796
	Total Revised Fund 98	216,796	0	0	0	0	0	216,796		216,796
104	UTILITY DEPOSITS	624,156	0	0	0	0	0	624,156		624,156
	Total Revised Fund 104	624,156	0	0	0	0	0	624,156		624,156
105	ECONOMIC DEVELOPMENT	5,577,210	1,010,312	0	0	0	200,255	6,387,267		6,387,267
	Total Revised Fund 105	5,577,210	1,010,312	0	0	0	200,255	6,387,267		6,387,267
107	SELF INSURED/LIABILITY	1,134,195	5,842	0	0	0	535,000	605,037		605,037
	Total Revised Fund 107	1,134,195	5,842	0	0	0	535,000	605,037		605,037
109	2004 GRT CAPITAL OUTLAY	14,557,615	3,939,341	0	3,995,731	(3,995,731)	6,096,621	8,404,604	534,452	7,870,152
	Revision #4-Emergency Storm Drainage Capacity					0	108,000	(108,000)		(108,000)
	Total Revised Fund 109	14,557,615	3,939,341	0	3,995,731	(3,995,731)	6,204,621	8,296,604	534,452	7,762,152
114	SIDEWALKS REVOLVING LOANS	144,232	1,249	0	0	0	0	145,481		145,481
	Total Revised Fund 114	144,232	1,249	0	0	0	0	145,481		145,481
115	CORP ESCROW ACCOUNT RESERVE	1,000	0	0	0	0	0	1,000		1,000
	Total Revised Fund 115	1,000	0	0	0	0	0	1,000		1,000
119	2012 GRT REF/IMP REVBD	392,207	2,686	0	0	0	394,893	0		0
	Total Revised Fund 119	392,207	2,686	0	0	0	394,893	0		0
121	2015 GO BONDS-FUN CENTER	90,836	785	0	0	0	0	91,621		91,621
	Total Revised Fund 121	90,836	785	0	0	0	0	91,621		91,621
122	2015 GO BONDS-STREETS	176,014	1,825	0	0	0	0	177,839		177,839
	Total Revised Fund 122	176,014	1,825	0	0	0	0	177,839		177,839
124	AMERICAN RESCUE PLAN ACT	3,897,893	0	0	0	0	3,897,893	(0)		(0)
	Total Revised Fund 124	3,897,893	0	0	0	0	3,897,893	(0)		(0)
901	HOUSING LOW RENT OPERATING	1,211,402	1,011,844	0	0	0	1,440,105	783,141	86,881	696,260
	Total Revised Fund 901	1,211,402	1,011,844	0	0	0	1,440,105	783,141	86,881	696,260
903	HOUSING HOMEOWNERSHIP OPER	704,785	990	0	0	0	17,859	687,916	0	687,916
	Total Revised Fund 903	704,785	990	0	0	0	17,859	687,916		687,916
904	HOUSING CAPITAL FUND PROJECTS	8	1,283,943	0	0	0	1,283,943	8		8
	Total Revised Fund 904	8	1,283,943	0	0	0	1,283,943	8		8
TOTALS FY2023		88,163,935	63,271,711	0	27,882,815	0	99,063,774	52,371,879	6,014,872	46,356,999

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #1						
This Budget Revision adjusts Transfer In/Transfers Out depending on cash balances.						
	81	WATER/SEWER FUND				
		<i>Transfers In</i>				
PW2002	081-0000-391.19-49	Trans fr (49) '86 Gross Receipts		0	1,000,000	1,000,000
CERWAW	081-0000-391.19-89	Trans fr (89) ESGRT .0625%		0	714,454	714,454
UD_05	081-0000-391.19-61	Trans fr (61) 91 GRT Infrastructure		0	250,000	250,000
UD_06	081-0000-391.19-49	Trans fr (49) '86 Gross Receipts		0	375,000	375,000
		Total Transfers In		0	2,339,454	2,339,454
	49	1986 GROSS RECEIPTS FUND				
		<i>Transfers Out</i>				
PW2002	049-0000-491.18-81	Trans to (81) Water/Sewer		0	1,000,000	1,000,000
UD_06	049-0000-491.18-81	Trans to (81) Water/Sewer		0	375,000	375,000
		Total Transfers Out		0	1,375,000	1,375,000
	61	91 GRT INFRASTRUCTURE (.0625%) FUND				
		<i>Transfers Out</i>				
UD_05	061-0000-491.18-81	Trans to (81) Water/Sewer		0	250,000	250,000
		Total Transfers Out		0	250,000	250,000
	89	ESGRT .0625% FUND				
		<i>Transfers Out</i>				
CERWAW	089-0000-491.18-81	Trans to (81) Water/Sewer		0	714,454	714,454
		Total Transfers Out		0	714,454	714,454
REVISION #2						
This budget revision is to account for a grant award from Otero County for an additional \$ 25,000 for Library services.						
	32	COMMUNITY SERVICES FUND				
		<i>Revenues</i>				
LI2304	032-7101-316.15-30	Otero County JPA		25,000	25,000	50,000
		Total Revenue		25,000	25,000	50,000
		<i>Expenditures</i>				
LI2304	032-7101-455.32-05	Books, Periodicals, Audios		185,446	25,000	210,446
		Total Expenditures		185,446	25,000	210,446
REVISION #3						
This budget revision is to account for a donation received from a citizen to be used for officer appreciation for their service.						
	32	COMMUNITY SERVICES FUND				
		<i>Revenues</i>				
APDDON	011-4104-314.13-36	Donations		0	150	150
		Total Revenue		0	150	150
		<i>Expenditures</i>				
APDDON	011-4104-420.33-26	Designated Materials		275	150	425
		Total Expenditures		275	150	425
REVISION #4						
This budget revision is to attach funds to Project PW2301 for emergency contract to clean drainage infrastructure to restore stormwater capacity and mitigate potential extreme flooding. Emergency Purchase Form signed by City Manager on August 3, 2022.						
	109	STREET CAPITAL GRT FUND				
		<i>Expenditures</i>				
PW2301	109-8903-430.57-34	Contract Services		0	108,000	108,000
		Total Expenditures		0	108,000	108,000
REVISION #5						
This budget revision is to fund a crosswalk for Tenth St./New York Ave.. Mainstreet is contributing \$5,000 toward this project.						
	11	GENERAL FUND				
		<i>Revenues</i>				
GC2302	011-2400-314.13-36	Donations		0	5,000	5,000
		Total Revenue		0	5,000	5,000
		<i>Expenditures</i>				
GC2302	011-2400-419.61-60	Capital Equipment		0	19,000	19,000
		Total Expenditures		0	19,000	19,000
REVISION #6						
This budget revision is to account for a FAA Grant to offset operational expenses or debt service payments related to Covid-19. Fund will be used to secure janitorial services.						
	91	AIRPORT FUND				
		<i>Revenues</i>				
AP2202	091-0000-317.16-73	Federal Grant		3,398	32,000	35,398
		Total Revenue		3,398	32,000	35,398
		<i>Expenditures</i>				
AP2202	091-0006-459.57-34	Contract Services		0	32,000	32,000
		Total Expenditures		0	32,000	32,000

REVISION #7

This budget revision is to account for donations from OFCU and LOCO Credit Unions toward pet adoptions.

11	GENERAL FUND					
		<i>Revenues</i>				
PSACO2	011-3804-314.13-36	Donations		0	1,122	1,122
		Total Revenue		0	1,122	1,122
		<i>Expenditures</i>				
PSACO2	011-3804-429.33-26	Designated Materials		1,606	1,122	2,728
		Total Expenditures		1,606	1,122	2,728

REVISION #8

This budget revision is to provide funding to inspect and service VAV boxes for City Hall HVAC system.

11	GENERAL FUND					
		<i>Expenditures</i>				
	011-2400-419.44-25	Heating & Cooling		35,000	25,000	60,000
		Total Expenditures		35,000	25,000	60,000

REVISION #9

This budget revision is to provide funding for 4 additional police aide vehicles.

11	GENERAL FUND					
		<i>Expenditures</i>				
	011-4104-420-61-85	CER Equipment Replacement		142,032	150,000	292,032
		Total Expenditures		142,032	150,000	292,032

REVISION #10

This budget revision is to add funds for ongoing PSAP project.

11	GENERAL FUND					
		<i>Expenditures</i>				
PSAP	011-4104-420.50-50	Equipment-Non Capital		68,244	100,000	168,244
PSAP	011-4104-420.57-34	Contract Services		61,454	100,000	161,454
PSAP	011-4104-420.65-70	Facility Improvements		439,496	400,000	839,496
		Total Expenditures		569,194	600,000	1,169,194

REVISION #11

This budget revision is to increase funding for the Drainage Master Plan.

42	1984 GROSS RECEIPTS FUND					
		<i>Transfers Out</i>				
PW2204	042-0000-491.18-44	Trans to (44) Transportation Fund		2,853,851	250,000	3,103,851
		Total Transfers Out		2,853,851	250,000	3,103,851
44	TRANSPORTATION FUND					
		<i>Transfers In</i>				
PW2204	044-0000-391.19-42	Trans fr (42) '84 Gross Receipts		2,853,851	250,000	3,103,851
		Total Transfers In		2,853,851	250,000	3,103,851
		<i>Expenditures</i>				
PW2204	044-5303-431.62-35	Engineering Fees		350,000	250,000	600,000
		Total Expenditures		350,000	250,000	600,000

REVISION #12

This budget revision is to add Construction Supplies to Water/Sewer Fund after consolidation of Utility Construction division.

81	WATER/SEWER FUND					
		<i>Expenditures</i>				
	081-5503-461.33-40	Construction Supplies		0	280,000	280,000
	081-5603-432.33-40	Construction Supplies		0	3,000	3,000
	081-5703-461.33-40	Construction Supplies		0	5,000	5,000
		Total Expenditures		0	288,000	288,000

REVISION #13

This budget revision is to increase post closure reserve cost inadvertently left off project carryovers.

89	GENERAL FUND					
		<i>Expenditures</i>				
DC1601	089-0903-434.56-90	Post Closure Reserve Cost		0	155,465	155,465
		Total Expenditures		0	155,465	155,465

REVISION #14

This budget revision is to account for the final State Fire Allotment determination for FY2023.

33	FIRE PROTECTION FUND					
		<i>Revenues</i>				
	033-0000-317.16-06	State Fire Allotment		650,000	89,316	739,316
		Total Revenue		650,000	89,316	739,316
		<i>Expenditures</i>				
	033-0000-421.50-50	Equipment - Non Capital		281,819	89,316	371,135
		Total Expenditures		281,819	89,316	371,135

REVISION #15

This budget revision is to increase Overtime inadvertently left off original budget.

91	AIRPORT FUND					
		<i>Expenditures</i>				
	091-0006-459.20-04	Overtime		0	400	400
		Total Expenditures		0	400	400

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/23/2022

Report Date: 08/16/2022

Report No: 7.

Submitted By: Diane Malone

Subject: Consider, and act upon, the Investment Report for the quarter ending June 30, 2022, in accordance with the City of Alamogordo Investment Ordinance. *(Sue Ashe, Accounting Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: None

Recommendation: Accept the Quarterly Investment Report for the period ending June 30, 2022.

Background: The City of Alamogordo ended the quarter with an investment portfolio totaling \$ 68,200,632. The portfolio was made up of:

State Investment Pool	\$ 5,615	or	0.01%
Short Term Investments	\$ 1,284,340	or	1.88%
US Treasury Notes/Agency Bonds	\$ 25,558,215	or	37.48%
Certificates of Deposits	\$ 41,352,462	or	60.63%
Total Investments:	\$ 68,200,632		100.00%

Total gains (losses) for the quarter ended June 30, 2022, on maturities and/or called agency notes were \$0. Interest earned during the quarter on a cash basis was \$ 123,790.

Interest Income Budget Comparison for all Funds is as follows:

Interest Earned Budget	\$ 520,654	
Interest Received to Date	\$ 534,504	102.66% of budget

Note: The investments mature at different times throughout the year and 55.48% of the investments mature within three years. They are reinvested as they mature, so that they continue to roll over to be available for projects when needed. The difference between the above total and the Investment Summary is accrued interest of \$ 2,557.77.

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 21 - 22 Y-T-D
									EARNINGS
ST. INVESTMENT POOL - COA	ST. INVEST POOL-COA		\$5,615.28	\$5,615.28	0	1.907%	DAILY	N/A	7.50
First Savings Bank (CD# 81186796)	CD		\$280,322.61	280,322.61	0	1.250%	02/07/23	02/07/18	-
First Savings Bank (CD# 81186944)	CD		\$839,377.97	839,377.97	0	1.250%	03/22/23	03/22/18	-
First Savings Bank (CD# 81187231)	CD		\$575,076.38	575,076.38	0	0.800%	02/10/24	02/10/19	-
First Savings Bank (CD# 81187926)	CD		\$280,351.10	280,351.10	0	1.250%	03/15/23	03/12/18	-
First Savings Bank (CD#13312297)	CD		\$277,497.42	277,497.42	0	1.000%	02/07/23	02/07/18	10,328.11
First Savings Bank (CD# 13401520)	CD		\$1,096,868.93	1,096,868.93	0	1.000%	03/12/23	03/12/18	9,673.29
Bank '34 (CD#0101004984)	CD		\$250,000.00	250,000.00	0	1.650%	02/08/23	02/08/18	-
Pioneer Bank (CD#30100640)	CD		\$281,828.75	281,828.75	0	1.600%	02/12/23	02/12/18	-
Bank of the West (CD#029771907)	CD		\$281,069.92	281,069.92	0	1.600%	03/20/23	03/20/18	-
Washington Federal (CD# 172-200282-9)	CD		\$294,422.11	294,422.11	0	2.050%	03/22/23	03/22/18	-
Washington Federal (CD# 172-200283-7)	CD		\$1,162,904.82	1,162,904.82	0	1.250%	04/09/23	04/09/18	-
					0				
Moreton (Comenity Cap Br Utah)	CD	20033ARW8	-	\$0.00	0	1.500%	09/07/21	09/14/16	955.48
Moreton (Everbank Jacksonville FL)	CD	29976DT42	-	\$0.00	0	1.550%	09/15/21	09/16/16	1,942.81
Moreton (State Bk India New York NY)	CD	8562846E9	-		0	2.250%	02/09/22	02/09/17	5,625.00
Moreton (Wells Fargo Bank Natl Assn)	CD	949763FX9	-		0	2.400%	03/29/22	03/20/17	4,487.67
Moreton (American Express Centurion Bk)	CD	02587DN38	-		0	2.450%	04/05/22	03/27/17	6,125.00
Moreton (Capital One Natl Assn)	CD	14042RFL0	-		0	2.300%	05/10/22	05/10/17	5,750.00
Moreton (Barclays Bk)	CD	06740KKJ5	\$250,109.75	\$250,065.00	(45)	2.200%	07/19/22	07/21/17	5,500.19
Moreton (KS Statebank Manhattan KS)	CD	50116CAQ2	-		0	1.631%	10/29/21	08/21/17	1,677.55
Moreton (Verus Bk Comm Ft Collins Colo)	CD	92535LBU7	-		0	1.656%	10/29/21	08/21/17	1,772.46
Moreton (American Express Fed Svgs Bk)	CD	02587CFU9	\$250,361.13	\$250,242.50	(119)	2.400%	08/29/22	08/25/17	6,256.59
Moreton (East Boston Svgs Bk MA)	CD	27113PCC3	\$250,000.00	\$250,152.50	153	2.050%	09/28/22	09/28/17	5,124.96
Moreton (South Ottumwa Svgs Bk Iowa)	CD	839145AA7	\$250,000.00	\$250,152.50	153	2.050%	09/29/22	09/29/17	5,124.96
Moreton (Stearns Bk NA St Cloud MN)	CD	857894UN7	\$250,000.00	\$250,152.50	153	2.050%	09/29/22	09/29/17	5,124.96
Moreton (First KY Bk Inc Mayfield)	CD	32065TAW1	\$250,000.00	\$250,182.50	183	2.100%	10/06/22	10/06/17	5,250.01
Moreton (Marlin Business Bk Salt Lake)	CD	57116APV4	-		0	2.000%	10/13/21	10/13/17	1,963.88
Moreton (Beneficial BK Philadelphia PA)	CD	08173QBX3	\$250,000.00	\$250,210.00	210	2.150%	10/18/22	10/18/17	5,375.00
Moreton (Continental Bk Utah)	CD	211163GS3	-		0	1.850%	10/20/21	10/20/17	2,318.84
Moreton (Morgan Stanley Bk)	CD	61747MF63	\$250,000.00	\$250,665.00	665	2.650%	01/11/23	01/11/18	6,625.00
Moreton (BMW Bk North Amer Salt Lake)	CD	05580ANM2	\$251,191.26	\$250,935.00	(256)	3.250%	07/13/23	07/13/18	9,316.26
Moreton (Morgan Stanley Bk)	CD	061760AH51	\$246,089.35	\$244,017.55	(2,072)	2.400%	06/20/23	06/28/19	5,183.65
Moreton (Synchrony Bk)	CD	87164WZD3	-		0	2.350%	06/14/22	08/14/19	4,249.19
Moreton (EnerBank USA Salt Lake City)	CD	29278TKP4	\$250,000.00	\$243,020.00	(6,980)	1.950%	08/15/24	08/15/19	4,874.97
Moreton (Cit Bank NA)	CD	12556LBA3	\$250,000.00	\$250,040.00	40	1.900%	08/23/22	08/23/19	4,750.00
Moreton (Ally Bk Midvale Utah)	CD	02007GLF8	\$250,000.00	\$250,040.00	40	1.900%	08/22/22	08/22/19	4,750.00
Moreton (Encore BK Little Rock ARK)	CD	29260MAN5	\$250,000.00	\$245,972.50	(4,028)	1.750%	10/23/23	10/23/19	4,375.04
Moreton (Medallion BK Salt Lake City)	CD	58404DFV8	-		0	1.650%	12/06/21	12/06/19	2,026.80
Moreton (Live Oak BKG CO NC)	CD	538036HC1	\$250,000.00	\$245,545.00	(4,455)	1.800%	12/11/23	12/11/19	4,499.98
Moreton (Signature BK of ARK)	CD	82669LJM6	\$250,000.00	\$244,977.50	(5,023)	1.700%	12/27/23	12/27/19	4,250.03
Moreton (Eaglebank Bethesda, MD)	CD	27002YET9	\$248,956.43	\$249,370.00	414	1.700%	01/17/23	01/17/20	4,250.03
Moreton (Marthas Vineyard Svgs Bk)	CD	573125AF8	\$248,529.32	\$249,250.00	721	1.650%	01/23/23	01/21/20	4,124.98
Moreton (Unity Bk Clinton, NJ)	CD	91330ABX4	\$250,000.00	\$249,250.00	(750)	1.650%	01/23/23	01/22/20	4,124.98
Moreton (First Natl BK Damariscotta, ME)	CD	32117BDW5	-		0	1.700%	07/30/21	01/30/20	673.25
Moreton (ESSA BK & TR Stoudsburg PACD)	CD	29667RSK0	-		0	1.650%	02/21/23	02/21/20	3,885.62
Moreton (Synovus BK Columbus GA)	CD	87164DQR4	\$250,000.00	\$248,820.00	(1,180)	1.550%	02/21/23	02/21/20	3,875.00
Moreton (First COML BK MISS)	CD	31984GFC8	-		0	1.500%	02/22/22	02/21/20	2,527.39
Moreton (Investors BK Short Hills NJ)	CD	46176PMV4	-		0	1.600%	02/28/22	02/28/20	4,000.00
Moreton (Central BK Little Rock ARK)	CD	152577AR3	\$250,000.00	\$238,912.50	(11,088)	1.650%	03/13/25	03/13/20	4,124.98
Moreton (UBS BK USA Salt Lake City)	CD	90348JSW1	-		0	1.000%	03/11/22	03/11/20	1,869.87
Moreton (Choice Finl Group Grafton)	CD	17037TEQ6	\$250,000.00	\$247,620.00	(2,380)	1.000%	03/13/23	03/13/20	2,500.00
Moreton (Ultima MK Minn Winger)	CD	90385LCY3	\$250,000.00	\$244,267.50	(5,733)	1.050%	09/02/23	03/20/20	2,625.02
Moreton (Cornhusker Bank Lincoln)	CD	219255AJ5	\$250,000.00	\$235,127.50	(14,873)	1.100%	03/28/25	03/30/20	2,750.00
Moreton (Lakeside BK Chicago)	CD	51210SSG3	\$250,000.00	\$249,495.00	(505)	1.150%	10/14/22	04/14/20	2,875.01

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 21 - 22 Y-T-D
									EARNINGS
Moreton (Pacific Westn BK)	CD	69506YRH4	\$250,000.00	\$241,705.00	(8,295)	1.300%	04/16/24	04/16/20	3,250.00
Moreton (Celtic Bk Salt Lake City Utah)	CD	15118RUW5	\$250,000.00	\$237,140.00	(12,860)	1.450%	04/17/25	04/17/20	3,625.04
Moreton (Flagstar BK Bloomfield)	CD	33847E2Z9	\$250,000.00	\$247,307.50	(2,693)	1.150%	04/17/23	04/17/20	2,875.00
Moreton (Evergreen BK Group Oak Brook)	CD	300185JL0	\$250,000.00	\$241,135.00	(8,865)	1.200%	04/22/24	04/22/20	2,999.99
Moreton (First Natl BK McGregor Tex)	CD	32112UDQ1	\$250,000.00	\$241,450.00	(8,550)	1.300%	04/29/24	04/28/20	3,250.01
Moreton (Luana Savings Bank)	CD	549104PN1	-	-	0	0.400%	05/09/22	05/08/20	1,002.74
Moreton (Apex Bk Camden)	CD	03753XBK5	\$250,000.00	\$233,450.00	(16,550)	0.950%	05/08/25	05/08/20	2,375.00
Moreton (Old MO Bk Springfield)	CD	68002LBU1	\$250,000.00	\$237,757.50	(12,243)	0.550%	05/15/24	05/15/20	1,374.98
Moreton (Union ST Bk Clay Ctr)	CD	908414BW4	\$250,000.00	\$241,602.50	(8,398)	0.500%	11/09/23	05/12/20	1,249.97
Moreton (First Carolina Bk Rocky Mout)	CD	31944MAX3	\$250,000.00	\$245,545.00	(4,455)	0.550%	05/12/23	05/13/20	1,374.98
Moreton (Malaga BK Palos Verdes)	CD	56102AAH9	\$250,000.00	\$231,030.00	(18,970)	0.650%	05/28/25	05/28/20	1,624.97
Moreton (Merrick BK South Jordan)	CD	59013KHV1	\$250,000.00	\$232,050.00	(17,950)	0.800%	05/29/25	05/29/20	1,999.96
Moreton (Financial Fed Svgs Bk)	CD	31749TBJ5	\$250,000.00	\$231,012.50	(18,988)	0.650%	05/29/25	05/29/20	1,624.97
Moreton (Jonesbror ST Bk)	CD	48040PGX7	\$250,000.00	\$232,042.50	(17,958)	0.800%	05/29/25	05/29/20	1,999.96
Moreton (Profinium Finl Inc.)	CD	74316VEZ4	\$250,000.00	\$233,280.00	(16,720)	0.500%	05/29/25	05/29/20	1,249.98
Moreton (Freedom Finl Bk West Des)	CD	35637RDD6	\$250,000.00	\$236,975.00	(13,025)	0.450%	05/29/24	05/29/20	1,125.03
Moreton (Tri-County TR CO)	CD	89556YAL0	\$250,000.00	\$241,162.50	(8,838)	3.500%	11/29/23	05/29/20	999.98
Moreton (Bank OZK Little Rock)	CD	06417NXT5	-	-	0	0.200%	07/29/21	05/29/20	41.10
Moreton (United FID Bk FSB Evansvile)	CD	910286DNO	-	-	0	0.250%	06/29/22	05/29/20	624.99
Moreton (Freedom Bk of VA Vienna)	CD	35633MAV4	-	-	0	0.200%	06/10/22	06/10/20	500.05
Moreton (Southern STS Bk Anniston)	CD	843879DC8	\$250,000.00	\$236,895.00	(13,105)	0.500%	06/12/24	06/12/20	1,249.97
Moreton (Preferred Bk Los Angeles)	CD	740367LK1	\$250,000.00	\$229,672.50	(20,328)	0.550%	07/02/25	07/02/20	1,374.98
Moreton (Enterprise Bk NA NB)	CD	29367QCZ9	\$250,000.00	\$227,015.00	(22,985)	0.850%	06/05/26	06/05/20	2,125.01
Moreton (Independent Bk Memphis)	CD	45383UUQ6	\$250,000.00	\$248,060.00	(1,940)	0.250%	12/08/22	06/08/20	624.99
Moreton (First Credit Bank)	CD	320055CC8	\$250,000.00	\$244,312.50	(5,688)	0.350%	06/12/23	06/10/20	875.04
Moreton (River Bk Stoddard Wis)	CD	76804DAJ8	-	-	0	0.200%	06/10/22	06/11/20	498.68
Moreton (1st Finl Bk USA Dakota Dunes)	CD	32022RNR4	\$250,000.00	\$236,255.00	(13,745)	0.400%	06/19/24	06/19/20	999.98
Moreton (Bristol Morgan Bk Oakfield)	CD	110087AK9	\$250,000.00	\$232,857.50	(17,143)	0.450%	12/19/24	06/19/20	1,125.03
Moreton (Vision Bk St Louis PK)	CD	92834ABN5	\$250,000.00	\$232,697.50	(17,303)	0.600%	06/30/25	06/30/20	1,500.03
Moreton (Bankwell Bk New Canaan)	CD	06654BCH2	\$250,000.00	\$243,850.00	(6,150)	0.400%	07/06/23	07/06/20	1,000.00
Moreton (Tandem Bk Tucker)	CD	87537YAB0	\$249,883.22	\$231,067.50	(18,816)	0.550%	06/23/25	06/22/20	1,258.20
Moreton (Exchange Bk Gibbon Neb)	CD	301074DV9	\$249,883.22	\$233,355.00	(16,528)	0.550%	12/24/24	06/24/20	1,258.20
Moreton (Midfirst Bk Okla City)	CD	59740JWN5	-	-	0	0.150%	12/27/21	06/24/20	191.10
Moreton (Independence Bk Owensboro)	CD	45340KFP9	\$249,883.22	\$235,095.00	(14,788)	0.550%	09/24/24	06/24/20	1,258.20
Moreton (Suthrn Bancorp Bk Arkadelphia)	CD	84223QAN7	\$249,893.84	\$234,217.50	(15,676)	0.500%	10/25/24	06/26/20	1,143.81
Moreton (Franklin Savings Bk)	CD	354632AF8	\$249,915.07	\$236,017.50	(13,898)	0.400%	06/28/24	06/29/20	915.05
Moreton (Bank Princeton New Jersey)	CD	064520BC2	\$249,904.45	\$236,257.50	(13,647)	0.450%	06/28/24	06/30/20	1,029.48
Moreton (Murphy-Wall St Bk & Tr Co.)	CD	626757AD0	\$249,936.30	\$243,727.50	(6,209)	0.300%	06/28/23	06/30/20	686.29
Moreton (New York CMNTY Bk Westbury)	CD	649447TV1	-	-	0	0.250%	01/04/22	07/01/20	630.14
Moreton (American Natl Bk Baxter Minn)	CD	02769QDJ5	\$249,957.53	\$249,885.00	(73)	0.200%	07/11/22	07/10/20	457.58
Moreton (Peoples Bk Talbotton GA)	CD	710721BE0	\$249,958.90	\$247,070.00	(2,889)	0.200%	01/31/23	07/31/20	458.95
Moreton (Meridian Bk Paoli PA)	CD	58958PHG2	\$249,936.30	\$243,082.50	(6,854)	0.300%	07/28/23	07/30/20	686.29
Moreton (Farmers & Merchants BK Col)	CD	30781JAP5	\$249,893.84	\$228,847.50	(21,046)	0.500%	07/29/25	07/29/20	1,143.82
Moreton (Texas Exchange Bk Crowley)	CD	88241TJB7	\$249,798.29	\$227,322.50	(22,476)	0.950%	07/17/26	07/17/20	2,173.29
Moreton (First Natl Bk MI Kalamazoo)	CD	32114VCD7	-	-	0	0.750%	07/24/26	07/24/20	626.72
Moreton (Bank VY Bellwood Neb)	CD	06543PCL7	\$249,957.53	\$242,400.00	(7,558)	0.200%	08/18/23	08/19/20	457.58
Moreton (First Natl Bk of Albany Tex)	CD	32117WAT9	\$249,936.30	\$234,295.00	(15,641)	0.300%	08/28/24	08/28/20	686.29
Moreton (BMO Harris BK Natl Assn)	CD	05600XAV2	\$250,000.00	\$231,837.50	(18,163)	0.500%	02/27/25	08/27/20	1,250.00
Moreton Lincoln 1st BK Lincoln Pk)	CD	53362LBE3	\$249,893.84	\$228,635.00	(21,259)	0.500%	08/11/25	08/12/20	1,143.81
Moreton (Commerce St Bk west Bend WI)	CD	20070PLS4	\$249,915.07	\$227,772.50	(22,143)	0.400%	08/19/25	08/19/20	915.05
Moreton (Northeast Cmnty Bk White)	CD	664122AF5	\$249,904.45	\$228,125.00	(21,779)	0.450%	08/20/25	08/20/20	1,029.48
Moreton (Bank3 Memphis Tenn)	CD	06653LAP5	\$249,915.07	\$227,612.50	(22,303)	0.400%	08/28/25	08/28/20	915.05
Moreton (Home LN Invt Bk F S B Warwick)	CD	43719LAF2	\$249,915.07	\$227,595.00	(22,320)	0.400%	08/29/25	08/31/20	915.05
Moreton (First Choice BK Cerritos Calif)	CD	319461CX5	\$249,936.30	\$233,877.50	(16,059)	0.300%	09/18/24	09/18/20	686.29

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT	MARKET	MARKET GAIN	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 21 - 22 Y-T-D
			BOOK VALUE	VALUE	(LOSS)				EARNINGS
Moreton (Bridgewater Bk Bloomington)	cd	108622KT7	\$249,915.07	\$227,302.50	(22,613)	0.400%	09/16/25	09/18/20	915.05
Moreton (American Comm Bk NA Bremen G	cd	02519TBB1	\$249,915.07	\$227,195.00	(22,720)	0.400%	09/22/25	09/22/20	915.05
Moreton (First Natl Bk Amer E Lansing)	cd	32110YQS7	\$249,915.07	\$227,145.00	(22,770)	0.400%	09/25/25	09/25/20	915.05
Moreton (First Coml Bk Jackson Miss)	cd	31984GFK0	\$249,936.30	\$229,817.50	(20,119)	0.300%	03/31/25	09/30/20	686.29
Moreton (JPMorgan Chase Bk)	cd	48128UNC9	\$249,498.63	\$227,170.00	(22,329)	0.400%	09/30/25	09/30/20	498.63
Moreton (Insbank Nashville Tenn)	cd	45776NDV5	\$244,916.77	\$222,484.50	(22,432)	0.400%	09/30/25	10/15/20	896.76
Moreton (Magnolia BK INC KY)	cd	559582AL5	\$249,915.07	\$229,827.50	(20,088)	0.400%	04/30/25	10/30/20	915.05
Moreton (Uinta BK MTN View WYO)	cd	903572EX9	\$249,915.07	\$226,482.50	(23,433)	0.400%	10/30/25	10/30/20	915.05
Moreton (Northpointe Bk Grand Rapids)	cd	666613HQ0	\$249,968.15	\$248,332.50	(1,636)	0.150%	11/14/22	11/13/20	343.15
Moreton (Bank Hapoalim B M NY)	cd	06251A2M1	\$250,000.00	\$248,300.00	(1,700)	0.200%	11/17/22	11/17/20	500.00
Moreton (Grand Bk Tulsa Okla)	cd	38522ABN5	\$249,968.15	\$240,040.00	(9,928)	0.150%	11/27/23	11/25/20	343.15
Moreton (Banccentral Natl Assn Alva)	cd	05890NBB6	\$250,000.00	\$239,972.50	(10,028)	0.150%	11/30/23	11/30/20	375.00
Moreton (First Glen Bk Rowland Heights)	cd	320337DX3	\$249,936.30	\$232,577.50	(17,359)	0.300%	11/20/24	11/20/20	686.29
Moreton (Old Dominion Natl Bk North CD)	cd	679585AS8	\$249,915.07	\$226,310.00	(23,605)	0.400%	11/13/25	11/13/20	915.05
Moreton (Oakstar Bk NA Springfield MO)	cd	67389LAR4	\$249,915.07	\$225,847.50	(24,068)	0.400%	11/20/25	11/20/20	915.05
Moreton (Landmark Community Bank)	cd	51507LCA0	\$249,904.45	\$226,500.00	(23,404)	0.450%	11/25/25	11/25/20	1,029.48
Moreton (Security Bk & TR CO Paris CD)	cd	814010CK8	\$250,000.00	\$220,377.50	(29,623)	0.450%	11/13/26	11/13/20	1,125.00
Moreton (Prospect Bk Paris ILL)	cd	74349KCS7	\$249,936.30	\$231,990.00	(17,946)	0.300%	12/18/24	12/18/20	686.29
Moreton (Transportation Alliance Bk Inc.)	cd	89388CEE4	\$249,936.30	\$231,990.00	(17,946)	0.300%	12/18/24	12/18/20	686.29
Moreton (1st Sec BK of Wash Mountlake)	cd	33625CDY2	\$249,946.92	\$231,440.00	(18,507)	0.250%	12/30/24	12/30/20	571.91
Moreton (Bank Grove Okla)	cd	06246PCB9	\$249,915.07	\$225,122.50	(24,793)	0.400%	01/22/26	01/22/21	915.05
Moreton (Connectone Bk Englewood)	cd	20786ADE2	\$249,904.45	\$225,540.00	(24,364)	0.450%	01/22/26	01/22/21	1,029.48
Moreton (BankUnited Natl Assn)	cd	066519QC6	\$250,000.00	\$226,442.50	(23,558)	0.550%	01/22/26	01/22/21	1,375.01
Moreton (Chambers Bk Davville AK)	cd	157767AG9	\$250,000.00	\$225,617.50	(24,383)	0.450%	01/27/26	01/27/21	1,125.00
Moreton (First Reliance Bk SC)	cd	33615RGB8	\$249,936.30	\$231,127.50	(18,809)	0.300%	01/29/25	01/29/21	686.29
Moreton (Community West Bk Goleta)	cd	20415QHH5	\$249,968.15	\$238,547.50	(11,421)	0.150%	01/29/24	01/29/21	343.14
Moreton (Metropolitan Cap Bk Chicago IL)	cd	591803CA7	\$250,012.38	\$221,297.50	(28,715)	0.550%	11/18/26	02/19/21	1,387.38
Moreton (Legacy Bk & Tr CO, Rogersville)	cd	52470QAS3	\$249,904.45	\$224,975.00	(24,929)	0.450%	02/26/26	02/26/21	1,029.48
Moreton (Investors Cmnty Bk Manitowoc)	cd	46147UUJ7	-	-	0	0.500%	02/12/26	02/23/21	523.96
Moreton (Sunwest Bak Irvine Calif)	cd	86804DCT3	\$249,851.37	\$220,670.00	(29,181)	0.700%	03/05/27	03/05/21	1,601.39
Moreton (FNB Oxford BK)	cd	30259XAW2	\$249,840.75	\$220,950.00	(28,891)	0.750%	03/19/27	03/19/21	1,715.78
Moreton (Home Savings Bk Chanute KS)	cd	43733WAH6	\$248,991.78	\$221,637.50	(27,354)	0.800%	03/19/27	03/19/21	991.78
Moreton (American Natl Bk-Fox Cty	cd	02772JCH1	\$249,938.36	\$233,575.00	(16,363)	0.300%	09/30/24	04/06/21	688.35
Moreton (Third Fed Svgs & Ln Assn)	cd	88413QCW6	\$250,000.00	\$238,260.00	(11,740)	0.200%	02/22/24	04/06/21	441.10
Moreton (Pilot Bk Tampa Fla)	cd	721531CQ2	-	-	0	0.200%	10/10/23	04/07/21	1,171.26
Moreton (Wex Bk Midvale Utah)	cd	92937CKH0	\$250,000.00	\$248,762.50	(1,238)	0.100%	10/11/22	04/09/21	250.00
Moreton (Guaranty St Bk o Beloit)	cd	401228BJ9	\$249,957.53	\$236,917.50	(13,040)	0.200%	04/15/24	04/14/21	457.58
Moreton (Goldman Sachs Bk USA N Y)	cd	38149MWH2	\$249,808.90	\$227,700.00	(22,109)	0.900%	05/19/26	05/19/21	2,058.92
Moreton (Peoples Svgs BK)	cd	71224LAB0	\$249,861.99	\$228,260.00	(21,602)	0.650%	05/19/26	05/19/21	1,486.96
Moreton (Sandhills St Bk Bassett NEB)	cd	800037AP8	\$249,830.14	\$220,350.00	(29,480)	0.800%	05/21/27	05/21/21	1,830.10
Moreton (National BK Comm Superior)	cd	633368FE0	\$249,872.60	\$224,937.50	(24,935)	0.600%	05/21/26	05/21/21	1,500.03
Moreton (Gulf Atlantic Bk Key West)	cd	40216LAG4	\$249,946.92	\$232,185.00	(17,762)	0.250%	11/25/24	05/25/21	571.91
Moreton (Bank Little Chute Wis)	cd	05549CHK9	\$249,946.92	\$236,065.00	(13,882)	0.250%	05/28/24	05/28/21	571.91
Moreton (Poppy Bk Santa Rosa Calif)	cd	73319FBB4	\$249,915.07	\$228,142.50	(21,773)	0.400%	07/28/25	05/28/21	915.05
Moreton (Washington TR CO Westerly)	cd	940637NN7	-	-	0	0.050%	05/11/22	05/21/21	125.00
Moreton (Mizuho Bk USA)	cd	60688M2Y9	-	-	0	0.050%	05/26/22	05/26/21	125.00
Moreton (Spring Bk Bronx NY)	cd	849430BM4	\$250,000.00	\$223,907.50	(26,093)	0.500%	05/28/26	05/28/21	1,249.97
Moreton (Merchants MFR Joliet ILL	cd	588339FS5	\$249,925.68	\$244,082.50	(5,843)	0.100%	05/30/23	05/28/21	175.67
Moreton (Webbank Salt Lake City)	cd	947547MZ5	\$249,968.49	\$236,335.00	(13,633)	0.300%	05/28/24	05/28/21	718.49
Moreton (Mega BK San Gabriel Calif)	cd	58517JAL6	\$250,000.00	\$235,212.50	(14,788)	0.200%	06/24/24	06/22/21	500.00
Moreton (First Bk Hamilton New Jersey)	cd	319137AZ8	\$250,000.00	\$228,680.00	(21,320)	0.350%	06/11/25	06/11/21	875.04
Moreton (First UTD BK & TR Company)	cd	33742CCJ4	-	-	0	0.050%	09/15/21	06/15/21	31.51
Moreton (Pinnacle Bk Jasper ALA)	cd	723451BX7	\$250,000.00	\$223,817.50	(26,183)	0.500%	06/11/26	06/11/21	1,250.00
Moreton (Southeast Bank Athens Tenn)	cd	84133PFD5	\$250,000.00	\$224,645.00	(25,355)	0.600%	06/17/26	06/17/21	1,500.00

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT	MARKET	MARKET GAIN	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 21 - 22 Y-T-D
			BOOK VALUE	VALUE	(LOSS)				EARNINGS
Moreton (Denver Svgs Bk Iowa)	CD	249398BZ0	\$250,000.00	\$224,355.00	(25,645)	0.600%	06/28/26	06/28/21	1,500.03
Moreton (Security St Bk Scott City KS)	CD	81489RCE8	\$250,000.00	\$228,987.50	(21,013)	0.450%	06/30/25	06/29/21	1,125.03
Moreton (One Cmnty Bk Ore Wis)	CD	682325AH8	\$250,000.00	\$226,337.50	(23,663)	0.500%	12/29/25	06/29/21	1,249.98
Moreton (National Bk New York City)	CD	634116CX3	\$250,000.00	\$224,845.00	(25,155)	0.500%	03/30/26	06/30/21	1,249.98
Moreton (John Marshall Bk Baileys)	CD	47804GGL1	\$250,000.00	\$241,592.50	(8,408)	0.150%	09/19/23	06/17/21	375.00
Moreton (Toyota Finl Svgs BK)	CD	89235MLE9	\$250,000.00	\$227,255.00	(22,745)	0.950%	07/29/26	07/29/21	1,197.26
Moreton (Prime Alliance BK Utah)	CD	74160NHL7	\$250,000.00	\$215,710.00	(34,290)	1.000%	07/31/28	07/30/21	2,294.53
Moreton (Sallie Mae Bk Murray Utah)	CD	795451AT0	\$250,000.00	\$227,755.00	(22,245)	1.050%	08/25/26	08/25/21	1,323.29
Moreton (Availa Bk)	CD	05290BAA1	\$250,000.00	\$227,632.50	(22,368)	0.400%	08/27/25	08/27/21	832.86
Moreton (Cumberland Fed Bk)	CD	23062KDM1	\$248,636.04	\$232,732.83	(15,903)	0.200%	09/03/24	09/08/21	484.53
Moreton (Nebraskaland Natl Bk)	CD	63970QFY7	\$250,000.00	\$225,367.50	(24,633)	0.500%	02/27/26	09/08/21	1,010.25
Moreton (Industrial & Coml Bk)	CD	45581ECQ2	\$250,000.00	\$242,067.50	(7,933)	0.250%	09/08/23	09/09/21	309.93
Moreton (Farm Bur Bk FSB Sparks Nev)	CD	307660LN8	\$250,000.00	\$214,457.50	(35,543)	0.950%	09/08/28	09/10/21	1,776.37
Moreton (Veritex Cmnty Bk Dallas)	CD	923450CP3	\$250,000.00	\$241,830.00	(8,170)	0.200%	09/15/23	09/15/21	374.01
Moreton (Beal Bk USA Las Vegas)	CD	07371CSM2	\$250,000.00	\$250,000.00	0	0.070%	09/14/22	09/15/21	-
Moreton (Bank OZK Little Rock)	CD	06417NB69	\$250,000.00	\$239,725.00	(10,275)	0.180%	12/15/23	09/15/21	336.59
Moreton (Safra Natl Bank New York)	CD	78658RFH9	-	-	0	0.500%	03/15/22	09/15/21	61.99
Moreton (Henderson ST Bk Neb)	CD	425246AY1	\$250,000.00	\$212,895.00	(37,105)	0.850%	09/18/28	09/17/21	1,589.39
Moreton (First Natl Bk Damariscotta ME)	CD	32117BEKO	-	-	0	0.050%	12/17/21	09/17/21	31.16
Moreton (Riverwind Bk Augusta ARK)	CD	76951GAM5	\$250,000.00	\$233,567.50	(16,433)	0.250%	09/20/24	09/20/21	467.46
Moreton (Envision Bank Massachusetts)	CD	29415LCE9	\$250,000.00	\$241,472.50	(8,528)	0.150%	09/25/23	09/24/21	185.96
Moreton (Grant CNTY Bank Ulysses Kans)	CD	38762PDW9	\$250,000.00	\$221,805.00	(28,195)	0.150%	01/15/27	12/15/21	1,495.88
Moreton (Hingham Instn Svgs Mass)	CD	433323EW8	\$250,000.00	\$246,052.50	(3,948)	0.150%	03/29/23	12/29/21	373.97
Moreton (Fidelity Co-Operative Bk)	CD	316077DW3	\$250,000.00	\$227,225.00	(22,775)	0.150%	01/26/27	01/26/22	1,292.81
Moreton (Discover BK Greenwood Del)	CD	254673F76	\$250,000.00	\$247,277.50	(2,723)	3.200%	06/01/27	06/01/22	-
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G35U5	\$0.00	-	0	1.419%	12/28/21	09/28/16	19,517.60
Moreton (Freddie Mac)	FreddieMac	3134GXDF8	\$1,002,491.39	\$909,020.00	(93,471)	0.700%	11/24/26	12/11/20	6,475.87
Moreton (Freddie Mac)	FreddieMac	3134GW6C5	\$990,505.15	\$901,520.00	(88,985)	0.800%	10/28/26	04/05/21	8,563.93
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3135G06L2	\$1,487,046.54	\$1,351,155.00	(135,892)	0.875%	12/18/26	04/05/21	15,636.00
Moreton (Federal Home Loan Bank)	Fed Natl Mtg Assn	3130AKY34	\$1,744,203.57	\$1,659,227.50	(84,976)	0.250%	08/16/24	04/05/21	4,983.08
Moreton (Federal Home Loan Bank)	Fed Natl Mtg Assn	3130ALD9	\$1,989,517.53	\$1,819,980.00	(169,538)	1.000%	02/26/27	04/05/21	20,450.86
Moreton (Farmer Mac)	Farmer Mac	31422XDX7	\$1,000,000.00	\$921,880.00	(78,120)	0.830%	03/27/26	04/05/21	8,115.56
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EM2C5	\$499,180.48	\$456,650.00	(42,530)	0.710%	08/10/26	08/11/21	1,445.62
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ELN34	\$997,440.00	\$881,740.00	(115,700)	0.875%	06/22/24	09/10/21	6,854.17
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EM3Q3	\$1,000,000.00	\$891,250.00	(108,750)	1.290%	02/26/26	09/10/21	5,948.33
Moreton (Federal Home Loan banks)	Federal Home	3130AKYH3	\$997,870.00	\$892,300.00	(105,570)	0.830%	02/10/27	09/13/21	3,389.17
Moreton (Federal Home Loan banks)	Federal Home	3130AKYH3	\$993,000.00	\$892,300.00	(100,700)	0.830%	02/10/27	09/24/21	3,135.56
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENBR0	\$1,000,000.00	\$919,260.00	(80,740)	1.300%	10/20/27	10/25/21	6,319.44
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EMUB6	\$998,981.86	\$905,560.00	(93,422)	1.300%	03/23/28	12/13/21	4,193.53
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENAW0	\$498,656.44	\$459,540.00	(39,116)	1.300%	10/12/28	12/13/21	2,958.66
Moreton (Federal Home Loan Banks)	Federal Home	3130ALGL2	\$496,551.63	\$457,510.00	(39,042)	1.300%	02/26/27	12/17/21	1,120.17
Moreton (Federal Home Loan Banks)	Federal Home	3130AQUT8	\$997,830.00	\$957,290.00	(40,540)	2.010%	02/17/27	02/17/22	-
Moreton (Federal Home Loan Banks)	Federal Home	3130AQT78	\$498,367.00	\$482,570.00	(15,797)	1.750%	02/28/25	02/28/22	-
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENSU5	\$1,000,000.00	\$983,560.00	(16,440)	2.860%	03/29/27	03/30/22	-
Moreton (Federal Home Loan Banks)	Federal Home	3130A3VC5	\$1,002,810.73	\$988,710.00	(14,101)	2.250%	12/08/23	03/31/22	3,701.23
Moreton (Federal Home Loan Banks)	Federal Home	3130AREZ0	\$1,043,700.00	\$1,028,475.00	(15,225)	2.300%	03/28/25	03/31/22	-
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENST8	\$1,076,612.50	\$1,056,456.25	(20,156)	2.770%	03/30/26	03/31/22	-
Moreton (Freddie Mac)	FreddieMac	3134GXPZ1	\$997,200.00	\$978,570.00	(18,630)	2.200%	09/27/24	03/31/22	-
Moreton (Federal Home Loan Bank)	Federal Home	3130ARGQ8	\$1,000,000.00	\$979,130.00	(20,870)	2.875%	04/14/27	04/14/22	-
Moreton (Freddie Mac)	FreddieMac	3134GXRM8	\$1,000,000.00	\$993,710.00	(6,290)	3.550%	05/18/27	05/18/22	-
Moreton (Federal Home Loan Bank)	Federal Home	3130ARYS4	\$1,246,250.00	\$1,244,000.00	(2,250)	3.350%	11/26/24	06/14/22	-

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT	MARKET	MARKET GAIN	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 21 - 22 Y-T-D
			BOOK VALUE	VALUE	(LOSS)				EARNINGS
AVERAGE							183		
Wells Fargo BS securities transferred to Moreton Capital Markets May 20, 2016									
Moreton Capital Markets Money Market and Cash			\$1,076,675.69	\$1,076,675.69	0	varies	N/A	N/A	
Wells Fargo ST Money Market 6810881786			-	\$0.00	0	varies	N/A	N/A	-
Wells Fargo - PHA account			207,664.40	\$207,664.40	0	varies	N/A	N/A	
TOTAL			68,200,632	64,569,687	(3,630,945.84)				447,387.66
US Treasury Notes/Agency Bonds - WF / RBC			\$25,558,214.82	37.59%					
State Investment Pool			\$5,615.28	0.01%					
Certificate of Deposits			\$41,352,462.16	60.82%					
Money Market Accounts			1,076,675.69	1.58%					
			\$67,992,967.95	100.00%					

Investment Abbreviations

CD = Certificate of Deposit

FHLMC = Federal Home Loan Mortgage Corporation (Freddie Mac)

FNMA = Federal National Mortgage Association (Fannie Mae)

FHLB = Federal Home Loan Banks

CITY OF ALAMOGORDO
COLLATERALIZATION SUMMARY REPORT

MONTH CLOSING: **June 30, 2022**

<u>Financial Institution</u>	<u>Amount of City Funds</u>	<u>FDIC Amount</u>	<u>Amount Uninsured</u>	<u>Required Collateral per NMSA 1978 6-10-17</u>	<u>Amount to be Collateralized</u>	<u>Collateral Pledged by Financial Institutions</u>	<u>Over/(Under) Pledged</u>	<u>At Risk</u>
1) State Treasurer's Pool - COA	\$ 5,615	n/a			-			-
Wells Fargo	\$ 2,677,481							
Wells Fargo - PHA	\$ 207,664	207,664.40	\$ -					
	\$ 2,885,146	250,000	\$ 2,635,146	50.00%	1,317,573	1,634,475.55	316,903	1,000,670
2) Moreton Capital Markets								
a. Cash and Money Market	\$ 1,076,676	1,076,676						
Certificates of Deposit	\$ 35,732,742	35,732,742	\$ -					
b. Securities	\$ 25,558,215	n/a						
	\$ 62,367,633							
First National - Alamogordo	\$ 14,330,152	250,000	\$ 14,080,152	50.00%	7,040,076	6,580,371.54	(459,705)	7,499,781
First National - Alamogordo - PHA	\$ 1,708,332	-	\$ 1,708,332	50.00%	854,166	1,982,593.49	1,128,428	(274,262)
First Savings Bank	\$ 3,349,494	250,000	\$ 3,099,494	50.00%	1,549,747	1,547,167.80	(2,579)	1,552,327
Bank '34	\$ 250,000	250,000	\$ -	50.00%	-		-	-
Pioneer Bank	\$ 281,829	250,000	\$ 31,829	50.00%	15,914	72,234.39	56,320	(40,406)
Bank of the West	\$ 281,070	250,000	\$ 31,070	50.00%	15,535	126,632.00	111,097	(95,562)
Washington Federal	\$ 1,457,327	250,000	\$ 1,207,327	50.00%	603,663	1,237,696.00	634,033	(30,369)
3) New Mexico Finance Authority	\$ 1,212,131	n/a						
TOTAL	\$ 88,128,728		\$ 22,793,349		11,396,675	13,181,170.77	\$ 1,784,496	\$ 9,612,179

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

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

MONTH	(1) TOTAL INVESTMENTS	(2) RETURN ON INVESTMENTS	(3) YIELDS ON INVESTMENTS	TOTAL RETURN ON INVESTMENTS
July 2021	56,724,122	31,422	0.665%	31,422
August 2021	56,770,329	46,207	0.977%	46,207
September 2021	62,825,411	56,118	1.072%	56,118
October 2021	62,854,540	29,129	0.556%	29,129
November 2021	62,884,574	30,034	0.573%	30,034
December 2021	62,941,382	57,832	1.103%	57,832
January 2022	62,972,136	30,754	0.586%	30,754
February 2022	63,036,096	63,960	1.218%	63,960
March 2022	68,085,201	50,117	0.883%	50,117
April 2022	68,121,711	36,510	0.643%	36,510
May 2022	68,149,513	27,801	0.490%	27,801
June 2022	68,203,190	54,711	0.963%	54,711
ANNUAL AVERAGE	63,630,684	42,883	0.8106%	\$42,883
12 MONTH TOTALS		514,594	0.8087%	514,594
			This Quarter	119,022

(1) AVERAGE TOTAL INVESTMENTS (BOOK VALUE)

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

(3) AVERAGE YIELD ON INVESTMENTS

**CITY OF ALAMOGORDO
INVESTMENT SUMMARY
BY FUND
June 30, 2022**

FUND NO.	FUND DESCRIPTION	PER FUND INVESTMENT
11	GENERAL OPERATING	16,030,928.41
16	LODGER'S TAX-PROMOTIONS	173,113.86
20	LODGER'S TAX-CITY SHARE	239,411.36
21	D.A.R.E. DONATIONS	16,345.74
28	POLICE CONTINGENCY	54,398.01
31	CEMETERY-PERPETUAL CARE	807,519.46
33	FIRE PROTECTION FUND	670,749.50
37	ST HIGHWAY CLEANUP	115,636.03
38	TRAFFIC SAFETY	48,670.35
42	84 GRT	3,223,332.67
49	86 GRT	3,845,123.21
61	91 GRT INFRASTRUCTURE	842,334.66
69	94 GROSS RECEIPTS TAX	2,626,190.60
74	SENIOR GIFT FUND	90,253.15
81	WATER/SEWER OPERATIONS	6,352,311.57
82	1998 JT. WATER/SEWER BOND P&I	40,242.18
86	SOLID WASTE	435,318.31
88	BONITO LAKE	346,566.72
89	ESGRT .0625%	2,201,667.29
94	LANDFILL OPERATIONS	3,625,659.94
96	FLEET COLLISION	455,195.05
104	UTILITY DEPOSITS	633,181.76
105	ECONOMIC DEVELOPMENT GRT	5,009,308.11
107	LIABILITY/DEDUCTABLE INSURANCE	674,206.18
109	2004 CAPITAL OUTLAY GRT	15,343,929.21
114	SIDEWALK REVOLVING LOANS	144,231.90
119	11 GRT REF/IMP REV BOND	258,347.45
121	2015 GO BONDS-FUN CENTER	90,557.16
122	2015 GO BONDS - STREETS	175,495.90
124	AMERICAN RESCUE PLAN ACT	3,425,299.98
901	HOUSING LOW RENT OPER	96,555.71
903	HOUSING HOMEOWNERSHIP OPR	111,108.69
TOTAL:		68,203,190.12

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/23/2022

Report Date:

Report No: 8.

Submitted By: Brian Cesar

Subject: Consider, and act upon, the Custody and Disbursement Agreement between the City of Alamogordo and the Tularosa Basin Historical Society for Atari Games. *(Brian Cesar, City Manager and Joe Lewandowski, Operational Consultant)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: \$0.00

Recommendation:

Background:

CUSTODY AND DISBURSEMENT AGREEMENT

This Custody and Disbursement Agreement (this “Agreement”) dated as of _____ (the “Effective Date”), is between City of Alamogordo, (City), located at 1376 9th Street, Alamogordo, New Mexico 88310 and Tularosa Basin Historical Society (TBHS) located at 1004 N. White Sands Blvd., Alamogordo, New Mexico 88310 are sometimes individually referred to as “Party” and collectively referred to as the Parties”.

WHEREAS, City of Alamogordo and Tularosa Basin Historical Society desire to establish exclusive custody and disbursement agreement whereby each Party will promote the other Party’s products to its customers. The Agreement may be modified from time to time in the form of a written instrument signed by both Parties (an “amendment”). The terms of any Amendment execute during this Agreement will be subject to the terms of this Agreement unless otherwise stipulated in the amendment.

1. SCOPE OF WORK

The Parties will undertake the work listed in Appendix A. The Parties acknowledge that their respective obligations to undertake the work listed in Appendix A serve as good and valuable consideration for this Agreement.

2. COMPENSATION

City agrees to compensate TBHS for the services provided listed in Scope of Work Appendix A. Compensation will be as outlined in Compensation, Appendix B. TBHS shall be entitled to prompt reimbursement for all pre-approve expenses incurred in the performance of the duties, upon submission and approval of written statements and receipts.

3. REPORTING

Within fifteen (15) days after the end of each calendar month during the Term, the Parties will provide each other with (or provide access to) a monthly report of data that will let the other Party determine the value (traffic completed sales, revenues, etc.) derived from individual activities as described in this Agreement.

4. LICENSES

Each Party grants to the other a non-exclusive, non-transferable, royalty-free license to use each other’s trade names, trademarks, logos and service marks (collectively Marks) in connection with the performance of this Agreement. Neither Party shall use any of the Other Party’s Marks for any purpose without first obtaining the prior written advance consent of the Party whose Marks are to be used. Neither Party will alter or permit alteration of, or remove or modify or permit removal or modification of, any of the Other Party’s, or other identifying marks placed by the Other Party or its agents on the products or associated documentation or literature, without the Other Party’s prior written approval.

Except as specifically provided in the Agreement, nothing in this agreement shall confer upon either Party any right, title or interest in any of the Marks or goodwill of the Other Party. Each Party acknowledges that the Other Party's Marks and any related goodwill are the sole and exclusive property of the Other Party, and each Party agrees not to (or cause a third party to) contest the rights of the Other Party in the Other Party's or to use any confusingly similar marks, works or symbols. At no time during or after the term of this Agreement shall either Party challenge or assist others to challenge the Other Party's marks or the registration thereof or attempt to register any trademarks, marks or trade names that are in any way confusingly similar to the Other Party's Marks.

5. TERM AND TERMINATION

The term of this Agreement shall be 24 months from the Effective Date, unless terminated earlier pursuant to the provisions of this Agreement. Thereafter, the term will automatically renew for successive twelve (12) month terms without notice.

- a. Termination for Cause If either Party materially defaults in the performance of any provision of this Agreement, or such default is not cured within 30 days after the non-defaulting Party gives the defaulting Party written notice such default, then the non-defaulting Party shall be entitled to terminate the Agreement immediately upon written notice of termination to the defaulting Party.
- b. Termination for Convenience Either Party may terminate this Agreement for any reason at any time after the initial Term with 30 days prior written notice without further obligation of either Party except for any outstanding payment obligations hereunder.

WARRANTIES; DISCLAIMER

- a. Warranties. Each Party represents and warrants to the other that:
 - i. it has the full corporate right and authority to enter into this Agreement and to perform the acts required of it hereunder;
 - ii. the execution of this Agreement by such Party and the performance by such Party of its obligations and duties hereunder do not and shall not violate any other Agreement to which such Party is a Party or by which it is otherwise bound;
 - iii. when executed and delivered by such Party, this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party according to its terms;
 - iv. such Party acknowledges that the other Party makes no representations, warranties or Agreements related to the subject matter hereof that are not expressly specified in this Agreement.

- b. Disclaimer. Except as expressly set forth herein, neither party makes and each party hereby disclaims any representations or warranties, express or implied, regarding the products and services contemplated by this agreement, including any implied warranty of no infringement, merchantability or fitness for a particular purpose or implied warranties arising from courts of dealing or course of performance.

6. INDEMNIFICATION

- a. CITY will indemnify, defend, and hold TBHS and its directors, officers, employees and agents harmless from any and all costs, expensed (including reasonable attorney's fees) losses, damage, or liabilities incurred insofar as such costs, expenses losses, damager or liabilities.
- b. TBHS will indemnify, defend, and hold CITY and its directors, officers, employees and agents harmless from any and all costs, expensed (including reasonable attorney's fees) losses, damage, or liabilities incurred insofar as such costs, expenses losses, damager or liabilities.
- c. Indemnification Procedures are the indemnified Party shall provide the indemnifying Party with prompt written notice of any such claim. The indemnifying Party shall have sole control and authority with respect to the defense and settlement of any such claim. The indemnified Party shall cooperate fully with the indemnifying Party, at the indemnifying Party's sole cost and expenses, in the defense of any such claim. The indemnifying Party shall not agree to any such claim that does not include a complete release of the indemnified Party from all liability with respect thereto or that imposes any liability, obligation or restriction on the indemnified Party without the prior written consent of the indemnified Party. The indemnified Party may participate in the defense of any claim through its own counsel, and at its own expense.

7. LIMITATION OF LIABILITY

The parties agree that in no event shall City or TBHS be liable for any indirect, incidental, special, exemplary, consequential, punitive, or other indirect damages of any nature, for any reason, including, without limitation, the breaches of this agreement or any expiration or termination of this agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if it has been advised of the possibility of such damages, in no event will either party (1) be liable for lost profits or lost business opportunities arising out of the termination of this agreement, or (ii) be liable for damages or alleged damages hereunder, whether in contract, tort or any other legal theory, that exceed the amounts required to be paid by either party to the other hereunder.

8. PUBLICITY

The Parties will cooperate to create appropriate public and promotional announcements or press releases relating to the relationship set forth in the agreement. All public announcements by one Party which mention the other Party, but specifically excluding announcements which simply mention one Party as a customer or strategic marketer of the other Party, shall be subject to prior review and approval which shall not be unreasonably withheld or delayed.

9. MISCELLANEOUS

- a. **Notice** All notices that either Party is required or may desire to serve upon the other Party shall be in writing and addressed to the Party to be served at the respective addresses set forth herein and shall be sent via U.S. Express Mail or private express courier services with confirmed receipt and will be effective upon receipt at the address listed herein (unless the parties are notified in writing of a change in address, in which case notice will be sent to the new address).
- b. **Entire Agreement** This agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between the Parties concerning the subject matter hereof. Neither Party is relying upon any warranties, representations, assurance, or inducements not expressly set forth herein.
- c. **Waiver** No waiver of any provision of the Agreement or any rights or obligations of either Party hereunder shall be effective, except pursuant to a written instrument signed by the Party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose state in such writing.
- d. **Force Majeure** Neither Party shall be deemed in default hereunder, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of god, war, armed conflict, labor strike, lockout, or boycott, provided that the Party relying upon this section (i) shall have given the other Party prompt written notice thereof and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this section extends for a period in excess of thirty (30) days in the aggregate either Party may immediately terminate this Agreement.
- e. **Amendments and Severability** No amendment or modification of this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be changed, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. In the event that any provision of the Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforced in any respect, the

validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

- f. **Assignment** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns. Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent; provide, however, that the sale of any portion of the assets of either Party, or any of its subsidiaries, its acquisition by merger into another company, shall not be deemed an assignment of this Agreement by such Party. Provided further, that the Party to be sold or acquired in accordance with the previous sentence must provide written notice to the other Party of any such sale or acquisition within forty-five (45) calendar days of the closing. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void.
- g. **Independent Contractor** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, partnership, and franchise, sales, representative or employment relationship between the Parties or to impose any partnership obligation or liability upon either Party. Each Party shall bear its own costs and expenses in performing this Agreement.
- h. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without reference to conflicts of laws or choice of laws rules. All legal action relating to this agreement shall be brought in the state or federal courts located in the State of New Mexico.
- i. **Construction** In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any provision is held invalid by a court of competent jurisdiction such provision shall be deemed to be restated to reflect as nearly as possible the original intentions if the Parties, and the remainder of this Agreement shall remain in full force and effect. There shall be no presumption for or against either party as result of such Party being the principal drafter of this Agreement.
- j. **Records** During the Term and for q period of 1 year (s) thereafter the Parties will maintain books and records related to the customer transactions contemplated under this Agreement. Upon reasonable notice the requested Party will provide such books and records to the requesting Party for review to ensure the requested Party's compliance with the terms of this agreement.

IN WITNESS WHEREOF, each of City of Alamogordo and Tularosa Basin Historical Society has caused this Agreement to be signed and delivered by its duly authorized representative.

City of Alamogordo

Tularosa Basin Historical Society

By: (Sign) _____

By: (Sign) _____

Name: _____

Name: Rick Miller

Title: _____

Title: President

Date: _____

Date: _____

ATTEST:

Rachel Hughes, City Clerk

Approved to Form:

Petria Bengoechea, City Attorney

APPENDIX A

SCOPE OF WORK

CUSTODY AGREEMENT

Tularosa Basin Historical Society (TBHS) has accepted temporary custody of the Atari games and components recovered at the Atari Dig on April 26, 2014 under the following conditions:

- 1) The objects are left in the temporary custody of TBHS as a favor to the City, and on the initiative of the City. Any opinion offered to the City regarding the objects is for personal information and it may not be used in connection with any commercial transaction.
- 2) TBHS will utilize the objects in a manner that will reflect well on the City of Alamogordo and the Atari Urban Legend to include publishing the story, provide display of the items in the Tularosa Basin Museum of History. Additional, displays will be prepared and available to loan out to other interested institutions.
- 3) TBHS will give the objects left in its custody the same care provided similar objects of its own, but it assumes no additional responsibilities or liabilities in regard to such objects. Insurance for objects left in custody will be carried by the City. This agreement shall constitute a release and waiver of TBHS, its employees, officers, and agents from any liability in connection with the objects while in temporary custody or in transit, except for clearly negligent conduct.
- 4) Should the City fail to reclaim deposited items within thirty (30) days of notification, the items shall be deemed an unrestricted gift and they become the property of TBHS and may be transferred to another institution, sold or discarded.
- 5) Should the legal ownership of the items change while in temporary custody, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner shall be required to establish the legal right to receive the items prior to their return by proof satisfactory to the TBHS.

DISTRIBUTION AGREEMENT

- 1) Tularosa Basin Museum of History
A complete set would also be provided to the TBHS for display in the local museum. An inventory of archived items are not available for sale.
- 2) Museum Loaner Boxes
Additional sets of display items are prepared. These sets would be overseen by TBHS. These sets could be loaned out to other museums on a temporary basis.
The City could retain ownership to be the custodian of the sets.
- 3) Limited Edition Sell
All games/items not in one of the above categories would be made available to be sold to the public. All sold games will come with the certificate of authenticity and the City property ID tag.

APPENDIX B

COMPENSATION

CUSTODY AGREEMENT

TBHS agrees to perform the duties required to handle the objects in a temporary custody agreement at no cost to the City.

DISTRIBUTION AGREEMENT

1) Museum Packages

TBHS agrees to perform the duties required to prepare and maintain the objects that would be distributed through temporary loan agreements with other institutions at no cost to the City.

2) Limited Edition Sell

TBHS will develop the plan for distributing the remaining games/components to the general public for City review and approval. TBHS would handle the distribution of these games/components for a 50% of the net sales of the objects after deduction of expenses incurred for the distribution process. TBHS would be reimbursed for the materials, supplies and postage for the distribution process. These costs will be provided to the City for prior approval of any purchases.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/23/2022

Report Date: 08/16/2022

Report No: 9.

Submitted By: Stella Rael

Subject: Consider, and act, upon Resolution 2022-39 declaring 1401 S. White Sands Blvd. to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace or safety and ordering its abatement. (*Stella Rael, City Planner*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: N/A

Recommendation: Recommend to declare 1401 S. White Sands Blvd to be ruined, damaged and dilapidated.

Background: The structure has substantial damage due to negligence and fire. The structure is beyond repair and is a danger to the public.



City of Alamogordo

City Commission



1401 S. WHITE SANDS BLVD.

Stella Rael, City Planner
August 23, 2022

1401 S. White Sands Blvd. Holiday Inn Replat A Lot 1A

2

















EXHIBIT 1:



EXHIBIT 2:



City of Alamogordo

Alamogordo Fire Department

619 Texas Avenue, Alamogordo, New Mexico 88310
Administration 575-439-4298, Code Enforcement 575-439-3337



January 5, 2022

RE: 1401 S. White Sands Blvd., Alamogordo, New Mexico

To whom it may concern:

The Alamogordo Fire Department, along with the Alamogordo City Manager, Alamogordo City Attorney, and the Alamogordo Code Enforcement Officer, conducted a fire safety and structural walk-thru of the above-mentioned property. The walk-thru was conducted using an Administrative Warrant. During the walk-thru, the following deficiencies and hazards, in violation of the International Property Maintenance Code, and the International Fire Code, were found and are listed below:

International Fire Code

- Unsafe Conditions IFC 110.1.1- Inadequate Maintenance. The structure is not currently occupied, or maintained
- Safeguarding Vacant Premises IFC 311.2- The structure has missing or broken windows throughout, allowing for entry by animals, persons, and weather.
- General IFC 311.1 Temporarily unoccupied buildings, structures, premises, or portions thereof, including tenant spaces, shall be safeguarded and maintained in accordance with Sections 311.1.1 through 311.6. Buildings, structures and premises for which an owner cannot be identified or located by dispatch of a certificate of mailing to the last know or registered address, which persistently or repeatedly become unprotected or unsecured, which have been occupied by unauthorized persons of for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties shall be considered abandoned, declared unsafe and abated by demolition or rehabilitation.

International Property Maintenance Code

- 108.1.1 Unsafe Structure
- 108.1.3 Structure Unfit for Human Occupancy
- 108.1.5 Dangerous Structure or Premises. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- 301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code.
- 301.3 Vacant Structures and Land. 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.
- 302.5 Rodent Harborage. Structures and exterior property shall be kept free from rodent harborage and infestation.
- 304.1.1 Unsafe Conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the "International Building Code" or the "International Existing Building Code" as required for existing buildings: 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

- 304.2 Protective Treatment. 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.
- 304.6 Exterior Walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials and be 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.
- 305.1 Interior Structure General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.
- 308.1 Accumulation of Rubbish or Garbage. Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish and garbage.
- 309.1 Infestation. Structures shall be kept free from insect and rodent infestation.
- 702.1 General. Means of Egress. Fire Safety Requirements. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the "International Fire Code".
- 703.1 Fire-Resistance-Rated Assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
- The roof of the structure is leaking, and not secure to weather, causing further damage and degradation to the structure.
- There is evidence of structural failure, the roof and roofing members are cracking due to exposure.

In closing, it appears that most, if not all the problems with this structure are being caused by inadequate maintenance. This is a large structure, formerly a motel, that has not been in service for at least 12 years. The structure is unsecured, allowing for persons to enter at will. There are signs of attempted burning in several of the rooms in the structure. The roof of the structure is starting to fail, with collapse already occurring over the northwest corner. Without proper maintenance, the structure will fail. No preventative measures to secure or stop the decay of the structure have been started or undertaken by the building owner. This structure poses a fire hazard to surrounding structures and is a collapse hazard.

For any questions or concerns, I can be reached at 575-439-4298

Respectfully,
John Stroope
Lieutenant, Shift 1
Alamogordo Fire Department

JS/js

RESOLUTION NO. 2022-39

A RESOLUTION DECLARING ALL THE BUILDINGS OR STRUCTURES, OR THE PREMISES LOCATED AT 1401 S. WHITE SANDS BLVD., 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 1401 S. White Sands Blvd., 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 MFSRS Corporation, Malik Hashim 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 _____, 2022.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/23/2022

Report Date: 08/16/2022

Report No: 10.

Submitted By: Stella Rael

Subject: Consider, and act upon, first publication of Ordinance 1658 Case Z-2022-0003(A), a map amendment to change the zoning of two parcels located south of Airport Rd. and west of Business Center Blvd. better known as Parcel Numbers 01N4052098330195 and 01N4052098462198 from R-1 Single Family Dwelling to M-2 Industrial Dwelling. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: N/A

Recommendation: Approve for first publication

Background: Property owner Thomas Anderson, Southwest Properties Group, LLC is requesting that two parcels be rezoned from R-1 Single Family Dwelling to M-2 Industrial Zoning



City of Alamogordo

City Commission



Z-2022-0003(A)

Stella Rael, City Planner
August 23, 2022

Zoning Area

2



Zoning Request Case: Z-2022-0003(A)

Request:

The property owner is requesting for a map amendment to change the zoning of two parcels located south of Airport Rd. and west of Business Center Blvd., better known as parcel numbers 01N4052098330195 and 01N4052098462198 from R-1 Single Family Dwelling to M-2 Industrial Zoning

Applicant/Owner:

Thomas Anderson
Southwest Properties Group, LLC
3670 Sherman Drive, NE
Bernidji, MN 56601

Findings of Fact

- ▶1. The application was filed and all fees were paid.
- ▶2. Legal ad was placed in the Alamogordo Daily News
- ▶3. Four(4) letters were mailed by certified/returned receipt mail to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property.
- ▶4. As of August 16, 2022, there have been no letters returned undeliverable and I have not received any letters or phone calls of opposition.

Z-2022-0003(A)

5

- ▶ 7. Staff recommends approval.

ORDINANCE No. 1658

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF CERTAIN PROPERTIES COMMONLY KNOWN AS PARCEL NUMBER 01N405209330195 AND PARCEL NUMBER 01N4052098462198 FROM THEIR PRESENT DESIGNATION AND ZONING DISTRICT R-1 SINGLE FAMILY DWELLING TO M-2 INDUSTRIAL ZONING DISTRICT, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, Thomas Anderson, Southwest Properties Group, LLC (hereinafter referred to as "the Owner") is the owner of certain real properties legally described below (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

PARCEL NUMBER 01N4052098330195
PARCEL NUMBER 01N4052098462198

WHEREAS, an application has been filed in the Owner's name under Case No.

Z-2022-0003(A) to change the zoning of the Property, and

WHEREAS, the City Commission, after notice and hearing, finds and determines that the application for the re-zoning of the Property is in the public interest and is consistent with proper development of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION, THAT the zoning of the Property, which is more fully described below:

PARCEL NUMBER 01N4052098330195
PARCEL NUMBER 01N4052098462198

Is hereby changed from R-1 Single Family Dwelling Zoning District to M-2 Industrial Zoning District; and the official zoning map and comprehensive plan of the City are hereby amended to reflect this change.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2022.

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

By: _____
Susan Payne Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/23/2022

Report Date: 08/16/2022

Report No: 11.

Submitted By: Dylan Aleshire

Subject: Appointments to Boards and Committees. (*Susan Payne, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: One application was received. Staff recommends one (1) appointment to the Parks and Recreation Board.

Background: Parks and Recreation Board

- One (1) current vacancy.
- One (1) application by Nolan Adams. If appointed, this will be his 1st term.

Airport Zoning Board

- Three (3) current vacancies.
- No applications were received.

Mayor's Committee on Aging

- One (1) current vacancy.
- No applications were received.

Senior Volunteer Programs Advisory Council

- Three (3) current vacancies.
- No applications were received.

If anyone is interested in serving on a Board or Committee, you may apply in-person at the City Clerk's

office, or online via the City website.

URL Link: <https://ci.alamogordo.nm.us/353/Boards-Committees>

You may check if you live within the city limits by using the online, interactive GIS Alamogordo Public Map on the City website. City limits appear as dotted red lines. URL Link: <https://coa-nm.maps.arcgis.com/home/index.html>

Print

Application to Serve on a Board/Committee - Submission #5139

Date Submitted: 8/15/2022

RECEIVED

AUG 16 2022

CITY CLERK



City of
ALAMOGORDO

City of Alamogordo Application to Serve on a City Board/Committee

First Name:*

Nolan

Last Name:*

Adams

Phone Number:*

575-491-6160

Email Address:*

nolanadams95@gmail.com

Physical Address:*

2107 Dewey Lane

City:*

Alamogordo

State:*

NM

Zip Code:*

88310

Is the above address within City Limits?*

- ☒ Yes
☐ No

Mailing Address:*

2107 Dewey Lane

City:*

Alamogordo

State:*

NM

Zip Code:*

88310

Present Employer:*

First National Bank

Job Title:

Credit Analyst

Board/Committee you would like to serve on (1st choice):*

Parks & Recreation Board



Board/Committee you would like to serve on (2nd choice):

Airport Zoning Board



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

☐ Yes

☒ No

If so, what is their relation to you?

Are you related to an Elected Official of the City of Alamogordo?*

☐ Yes

☒ No

Is so, what is their relation to you?

Experience and education relating to the Board/Committee:*

As a graduate from NMSU with a BS in Mathematics and current employee in the world of banking, I will strive to use my financial and analytical abilities to understand and solve complex problems as they arise. I feel confident in my ability to digest and disseminate information in order to form practical solutions.

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

As a child, I always looked forward to driving down to Alamogordo from Albuquerque to spend the summer with my grandparents. My childhood is replete with fond memories of enjoying parks and public facilities in Alamogordo. Now as an adult with two soon-to-be stepchildren, I see the importance of furthering the well being of our community and the leisurely activities available to those therein. I see City Board membership as my opportunity to not only learn more about our great community, but to do my part in contributing to the well being of our citizens.