



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

December 6, 2022 - 6:30 PM
Donald E. Carroll Commission Chambers
City Hall, 1376 E. Ninth Street

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
Ashley Smith 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. Point in Time (PIT) count funding request through 100 % Otero. (Peg Crim, President of 100 % Otero and Nadia Sikes, Housing Team Lead)

2. Information about the burned house located on 1301 Greenwood Lane. *(Deborah Goldberg, Citizen)*

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

3. Approve the minutes for the November 15, 2022 Regular Commission meeting. *(Rachel Hughs, City Clerk)*
4. Consider, and act upon, Resolution No. 2023-01 determining reasonable notice of meetings of the Alamogordo City Commission (Open Meetings Act). *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**
5. Consider, and act upon, the City Commission Regular Meeting Schedule for calendar year 2023. *(Rachel Hughs, City Clerk)*
6. Consider, and act upon, the Investment Report for the quarter ending September 30, 2022, in accordance with the City of Alamogordo Investment Ordinance. *(Sue Ashe, Accounting Manager)*
7. Consider, and act upon, an Airport State-sponsored grant in the amount of \$15,000 with a \$15,000 City match. *(Jim Talbert, Airport Manager)*
8. Consider, and act upon, the transfer of Airport Hangar Leases E-12A and E-13A1. *(Jim Talbert, Airport Manager)*
9. Consider, and act upon, approving requests for City water service and water meters at 16 & 17 Indian Maid Ln., Alamogordo, NM 88310. *(David Nunnelley, Utilities Director)*
10. Consider, and act upon, approval of a grant agreement from the New Mexico Department of Finance in the amount of \$314,000.00, to purchase and equip vehicles and equipment for the Alamogordo Police Department. *(Debbie Osborne, Grant Coordinator)*
11. Consider, and act upon, approval of a grant agreement from the New Mexico Department of Finance in the amount of \$340,000.00, to plan, design, and construct a block wall and replace perimeter fencing at Monte Vista Cemetery. *(Debbie Osborne, Grant Coordinator)*
12. Consider, and act upon, approval of a grant agreement from the New Mexico Department of Finance in the amount of \$300,000.00, to plan, design and construct improvements at Alameda Park Zoo. *(Debbie Osborne, Grant Coordinator)*
13. Consider, and act upon, Resolution 2022-49 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of December 6, 2022. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

14. Consider, and act upon, award of Public Works Bid no. 2022-007 to Mountain Air Heating & Cooling, related to the Replace 40 Ton HVAC Unit - Alamogordo Public Library project in an amount not to exceed \$86,686.20, including NMGRT. (*Bob Johnson, Engineering Manager*)

15. Consider, and act upon, the first publication of Ordinance 1664, amending Chapter 5, 17, and 34 of the Alamogordo Code of Ordinances concerning Alcohol and Cannabis Licenses and Fees. (*Brian Cesar, City Manager and Rachel Hughs, City Clerk*) **(Roll Call Vote Required)**

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

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date:

Report No: 1.

Submitted By:

Subject: Point in Time (PIT) count funding request through 100 % Otero. *(Peg Crim, President of 100 % Otero and Nadia Sikes, Housing Team Lead)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:



City of Alamogordo City Commission Meeting
AGENDA REQUEST FORM

Today's Date: 11/15/22

**Request Date
of Meeting:**

December 6, 2022

Name and Title:

PegCrim, President 100% Otero, Nadia Sikes, Housing
Team Lead

Address:

2400 N. Scenic Dr, NMSU-A Room 130 ProTech

Alamogordo

ZIP 88310

Phone Number:

575-551-1726

E-Mail Address:

peg.crim@100otero.org, nsikes@tcc-nm.org

Item requested will be for Information only

Brief description of topic to be discussed:

Please attach one original of any documents pertaining to the topic -

We do not allow handouts at the meeting

PIT (Point in Time) Count funding request through
100% Otero.

We'd like to do a short (5 min?) presentation about
the PIT Count.

Signature: PegCrim

Please return to:

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

Phone: (575) 439-4100

Fax: (575) 439-4396

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date:

Report No: 2.

Submitted By:

Subject: Information about the burned house located on 1301 Greenwood Lane. (*Deborah Goldberg, Citizen*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:



City of Alamogordo City Commission Meeting
AGENDA REQUEST FORM

RECEIVED

NOV 15 2022

CITY CLERK

Today's Date: 11-14-22

Request Date
of Meeting:

Dec 6

Name and Title:

Deborah Goldberg

Address:

1306 Greenwood Ln

Alamogordo NM ZIP 88310

Phone Number:

525-214-9498

E-Mail Address:

Foreverquilting2003@yahoo.com

Item requested will be for Information only

Brief description of topic to be discussed:

Please attach one original of any documents pertaining to the topic -

We do not allow handouts at the meeting

House that burned down at 1301
Greenwood Ln. on Dec 23 2021. I
went to Code Enforcement in Feb of 2022

They did nothing. I went to the City Attorney
in March 2022. They boarded the house and sent
me back to code enforcement. First part of
Oct 2021 I was sent back

to code enforcement. As of November 14th they
still have done
Nothing.

Please return to:

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

Phone: (575) 439-4100

Fax: (575) 439-4396

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

WARRANTY DEED

Tye Johnson and Sabrina Johnson aka Sabrina Herrera, husband and wife

for consideration paid, grant to

Kenneth Landrum, an unmarried man

whose address is 1301 Greenwood Lane, Alamogordo, NM 88310

the following described real estate in

Otero

County, New Mexico:

Lot 1, Block 225B, Resubdivision of the South one-half of Block 224 and Block 225, Alamogordo, Otero County, New Mexico.

SUBJECT TO: Reservations, restrictions, and easements of record.

SUBJECT TO: Ad valorem taxes for the current year and subsequent years.

SUBJECT TO: Any set of facts which a physical inspection or accurate survey of the premises may reveal.

with warranty covenants.

WITNESS our hands and seals this 14th day of August, 2019.

(Seal)

Tye Johnson

(Seal)

(Seal)

Sabrina Johnson aka Sabrina Herrera

(Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF South Dakota

COUNTY OF Pennington

The foregoing instrument was acknowledged before me this 14th day of August, 2019.

by Tye Johnson and Sabrina Johnson aka Sabrina Herrera, husband and wife

My commission expires

(Seal)

Christie Chable

(Seal)

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, by _____

(Name of Officer)

(Title of Officer)

(Name of Corporation Acknowledging)

corporation, on behalf of said corporation.

My commission expires:

(Seal)

Notary Public

REC DATE: 9/20/19 REC TIME: 2:09:25 PM INSTR#: 201907370 CLK
OTERO COUNTY, ROBYN HOLMES COUNTY CLERK PAGE 1 OF 1

SHORT FORM WARRANTY DEED

Escrow # 20190538

OTERO COUNTY TREASURER
Statement of Taxes Due
1104 N. WHITE SANDS BLVD. SUITE A
ALAMOGORDO, NM 88310
575-437-2030

Account Number R012335

Parcel 01N4056093192366

Legal Description

Situs Address

Subd: ALAMO BLOCKS REPLAT BLK 225A&B Lot: 1 Block: 225B

1301 GREENWOOD LN

Account: R012335
LANDRUM, KENNETH
1301 GREENWOOD LN
ALAMOGORDO, NM 88310

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2022	\$1,182.68	\$0.00	\$0.00	\$0.00	\$1,182.68
2021	\$1,173.64	\$0.00	\$0.00	(\$1,173.64)	\$0.00
2020	\$1,162.60	\$0.00	\$0.00	(\$1,162.60)	\$0.00
2019	\$1,119.00	\$0.00	\$0.00	(\$1,119.00)	\$0.00
2018	\$1,089.28	\$0.00	\$0.00	(\$1,089.28)	\$0.00
2017	\$1,022.88	\$0.00	\$0.00	(\$1,022.88)	\$0.00
2016	\$1,015.24	\$0.00	\$0.00	(\$1,015.24)	\$0.00
2015	\$1,001.68	\$0.00	\$0.00	(\$1,001.68)	\$0.00
2014	\$1,015.96	\$0.00	\$0.00	(\$1,015.96)	\$0.00
2013	\$792.12	\$0.00	\$0.00	(\$792.12)	\$0.00
Total Tax Charge					\$1,182.68
Grand Total Due as of 11/14/2022					\$1,182.68

Tax Billed at 2022 Rates for Tax Area 01_NR - 01_NR

Authority	Mill Levy	Amount	Values	Actual	Assessed
MUNICIPAL DEPT SERVICES 01-	1.8850000	\$0.88	Non-Residential Improvement	\$1,397	\$466
MUNICIPAL OPERATIONAL 01-NR	7.0640000	\$3.29			
NMSU ALAMOGORDO BRANCH OPER	1.0000000	\$0.47	Total	\$1,397	\$466
COUNTY OPERATIONAL ALL DIS	11.8500000	\$5.52			
STATE DEBT SERVICE ALL DIST	1.3600000	\$0.63			
SCHOOL DISTRICT CAP IMPROVE	2.0000000	\$0.93			
SCHOOL DEPT DEBT SERVICE 01	6.1880000	\$2.88			
SCHOOL DIST HOUSE BILL 33 S	1.4000000	\$0.65			
SCHOOL DISTRICT OPERATIONAL	0.5000000	\$0.23			
Taxes Billed 2022	33.2470000	\$15.48			

Tax Billed at 2022 Rates for Tax Area 01_R - 01_R

Authority	Mill Levy	Amount	Values	Actual	Assessed
MUNICIPAL DEPT SERVICE 01-R	1.8850000	\$84.52	Residential Land	\$8,283	\$2,761
MUNICIPAL OPERATIONAL 01-R	5.1560000	\$231.20			
NMSU ALAMOGORDO BRANCH OPER	0.8240000	\$36.95	Residential Improvement	\$126,238	\$42,079
COUNTY OPERATIONAL ALL DIST	6.8870000	\$308.82	Total	\$134,521	\$44,840

4/28/22 Last Payor paid 2021
The money Source taxes
3001 Hackberry
Irving, TX 75063

Company Monitoring the property
Service ✓ Link

877-272-2149

Contacted , Owner to be
notified to contact Code
enforcement. Deborah Goldberg
contacted them, not code enforcement.

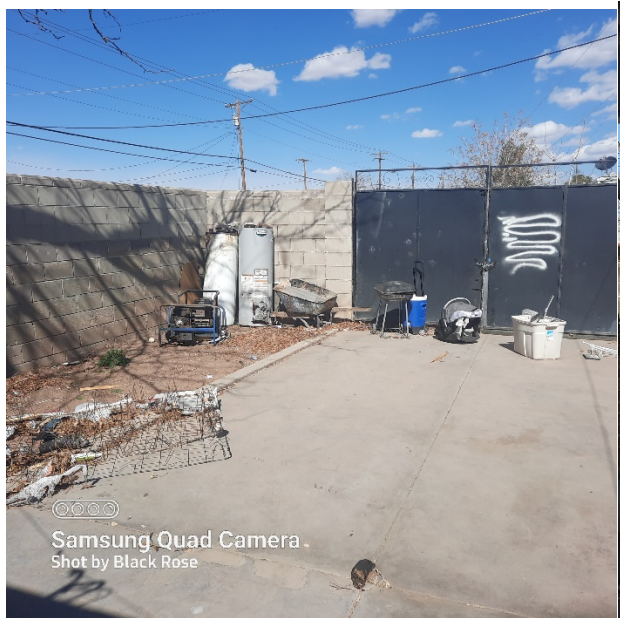




Samsung Quad Camera
Shot by Black Rose



Samsung Quad Camera
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Record List - Total:39

Incident	Nature	Area	Agency	Reported	Disposition	Complainant
20A-10323	Welfare Check	APD	APD	17:35:08 09/19/20	CLO	
20A-10330	CYFD Referral		APD	20:08:34 09/19/20	ACT	
20A-10543	Domestic		APD	15:31:22 09/22/20	ACT	
20A-12068	Animal Cmplnt		APD	12:38:32 10/13/20	ACT	
20A-13745	Welfare Check	APD	APD	19:12:43 11/04/20	CLO	
20A-16089	Warrant Service		APD	18:02:08 12/10/20	CAA	
21A-00112	Domestic		APD	18:31:16 01/02/21	ACT	
21A-01004	Warrant Service		APD	12:55:14 01/17/21	CAA	
21A-01095	Shots Fired		APD	21:23:04 01/18/21	ACT	
21A-06682	Welfare Check	APD	APD	10:15:27 04/13/21	CLO	
21A-07394	CYFD Referral		APD	20:14:23 04/22/21	ACT	
21A-07427	CYFD Referral		APD	10:52:11 04/23/21	ACT	
21A-08887	Welfare Check		APD	20:45:25 05/14/21	ACT	
21A-08951	Public Contact		APD	20:59:16 05/15/21	ACT	
21A-09634	Public Contact		APD	10:32:40 05/25/21	ACT	
21A-12246	Welfare Check		APD	09:41:27 06/30/21	ACT	
21A-12485	Susp Activity		APD	02:03:44 07/03/21	ACT	
21A-13075	Noise Complaint		APD	00:14:58 07/09/21	ACT	
21A-14675	Parking Cmplnt		APD	11:36:20 07/29/21	ACT	
21A-15200	B & E - IP		APD	23:37:51 08/04/21	INA	
21A-15206	Harrass/Threats		APD	01:52:15 08/05/21	ACT	
21A-17407	Public Contact		APD	04:49:25 09/01/21	ACT	
21A-18587	Larceny	CENT	APD	12:06:17 09/16/21	INA	
21A-18871	Domestic	APD	APD	18:12:54 09/20/21	ACT	
21A-19630	Animal Cmplnt	CENT	APD	10:41:27 10/01/21	ACT	
21A-20077	Open Door	CENT	APD	21:41:13 10/06/21	ACT	
21A-20140	Assist-Agency	CENT	APD	18:11:11 10/07/21	ACT	
21A-21527	Domestic	CENT	APD	17:17:31 10/26/21	ACT	
21A-22438	Domestic	CENT	APD	22:48:55 11/06/21	ACT	
21A-23546	Domestic	CENT	APD	06:21:43 11/22/21	ACT	
21A-23867	Welfare Check	CENT	APD	12:10:42 11/26/21	ACT	
21A-24979	Welfare Check	CENT	APD	01:41:19 12/11/21	ACT	
21A-25332	Welfare Check	CENT	APD	14:07:04 12/15/21	ACT	
21A-25928	Fire-Structure	CENT	APD	18:27:25 12/23/21	ACT	
21A-26068	Susp Activity	CENT	APD	13:29:11 12/26/21	ACT	
22A-02014	Disturbance	CENT	APD	19:10:05 01/29/22	CAA	
22A-08644	Public Contact	CENT	APD	09:52:15 04/21/22	ACT	
22A-17081	Req Ofcr/Deputy	CENT	APD	19:34:09 07/30/22	CLO	
22A-17162	B & E - IP	CENT	APD	16:28:32 07/31/22	ACT	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date:

Report No: 3.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the November 15, 2022 Regular Commission 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
November 15, 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
ASHLEY SMITH, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

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

Mayor Payne called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. Commissioner Burnett was absent. City Clerk Hughes announced there was a quorum present. The invocation was given by Pastor Timothy Green, and the Pledge of Allegiance was led by Commissioner Paul.

APPROVAL OF AGENDA

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

PRESENTATIONS

1. Swearing in of newly hired Alamogordo Police Department Police Officers, Animal Control Officer and the first ever Alamogordo Police Department, Police Service Aide. (Richard Denton, Chief of Police)

Municipal Judge Overstreet administered the swearing-in for APD Officers Daniel Handy, Gavin Johnson, Matthew Magana, Estrella Brown, and Wyatt Skelton. He continued to swear in Police Service Aide Pierson Villa and Animal Control Officer Robert McIntyre.

2. Presentation on tethered dogs inside yards. (Forrest Hancock, Citizen)

Forrest Hancock spoke of dogs tied up, trapped, and lonely on both Walker Street and the streets running perpendicular off Walker Street. He said if the problem involves manual labor, he will volunteer his time and sweat to secure the boundary. He spoke about ordinances and violations for homeowners and asked the Commission to make violators comply and stop the cruelty. He offered more solutions, such as non-violent trustees using their time for this purpose, publicizing addresses needing help, volunteers, or City employees.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

City Manager Cesar made the following remarks:

1. He said our contractor is finishing up the Scenic Extension project. Bonito Lake is still on track. Both of those projects are still moving forward.
2. Today, the Directors and Managers that will be inputting our proposed budget for the next fiscal year will be getting their marching orders from Finance Director Evelyn Huff and her staff. We are beginning to prepare our proposed budget for the next fiscal year. He said he believed that during either the next meeting or the first meeting in January, Finance will be coming before Commission to get input on how you would like to see the budget presented, whether it is the same as last year, if you would like to see anything additional, or if you have any requested items to be potentially included in the proposed budget.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Rardin made the following comments:

We have a newly elected representative coming to the office in January and a 60-day session right after that. He said he would like to see if the City would draft a letter to our new representatives, Representative Block, Senator Griggs, and Senator Burton, about the funding for the light at the first of the bypass and also North and South overpasses. They need to start working on that. That South overpass has been that way since they finished it; he said he thought it was about 20 years ago. The North overpass is starting to do the same thing. Some of us pull trailers with equipment over those, and one of these days, that will cause an accident because of the bump in it. He said we had the traffic study done, and the State's study warrants the traffic light. With the number of vehicles going through that intersection, he said he thought we've had several fatal accidents.

City Manager Cesar asked for clarification regarding the letter that will be going to the Senators and Representatives; he asked if Commissioner Rardin wanted this letter signed by him or was this coming back to Commission to be signed by the Mayor, or do you want it signed by all seven members of the Commission. Commissioner Rardin said he thinks it is going to have the same amount of pull no matter what, probably get read and thrown in the trash, honestly, but we will see. It will be whatever you guys think. How about we have the Mayor sign it, that way it is simple and easy. She can sign it, shoot it off to them, and let these guys get to work.

Commissioner McDonald made the following comments:

She said she wanted to thank PNM. She talked with a couple of people on the PNM Staff, and there was a broken streetlight, and they came out, and they fixed it. She said the reason she was saying something tonight is that a resident constituent in that area noticed it, and he wanted to say thank you for fixing the light. There had been wires dangling from it for some months.

Corinth Baptist Church served over 650 dinners in their Annual Thanksgiving Dinner. She just wanted to acknowledge that because there were cars wrapped around a couple of blocks stopping by to pick up those plates. Pastor Forney is the pastor at Corinth, and a lot of people are saying he is doing some good stuff in that neighborhood, so she just wanted to say thank you.

Commissioner Rardin made the following comments:

He said that now that the Scenic Extension is almost completed, he would like to see City staff start putting together a plan or cost estimates as to what is going to run to shoot Fairgrounds through, and or Indian Wells. He said he knew we were out of bartering chips with the Railroad, but if we could see maybe about closing the canal or moving it over to Indian Wells. If they could get some preliminary numbers together as to what that would cost us. He said he knew some developments may be going on in some of those areas; it may be beneficial to get it done or at least look at it.

Commissioner Paul made the following comments:

He said a business owner on Indian Wells called him earlier today about the construction over there. He said he guessed they were replacing some water lines. He said the business owner was a little upset at how long the process was taking. City Manager Cesar asked if that was down below College. Commissioner Paul said yes, just West of College. City Manager Cesar said a business came in, and the fire hydrant was leaking next to the building. Indian Wells has heavier traffic, and they had to remove that hydrant. We were not going to put it back in place next to a building because that is just a lawsuit waiting to happen for us. The fire hydrant had to be moved down the road. On those heavier traveled roadways, we use a cement-stabilized material referred to as slurry. We have had an issue getting material in; this is something a local vendor provides for us. He said he believed that the slurry was applied with both excavations and fully backfilled. He said they have also had an issue getting hot mix; it has been an issue not only with the City but with contractors in the area. He said he could find out in the morning when that would be paved and then send it out to Commission. Once it is paved, we will open it. If we fill it to the top and try to open it to traffic, that will create more of an issue than narrowing it down to one lane. Commissioner Paul asked City Manager Cesar to find out and maybe provide an estimate, that way, he could relay something back to the business owner. City Manager Cesar said he would find out in the morning and send it out to Commission.

CONSENT AGENDA

3. Approve the minutes for the October 25, 2022, and the November 1, 2022 Regular meetings. (Rachel Hughs, City Clerk)

4. Consider, and act upon, granting an easement west of U.S. Highway 54 to PNM for street right-of-way to facilitate an anchor pole and guy wire. (Nancy Beshaler, Public Works Director)

5. Consider, and act upon, approval of Change Order No. 10, to Bohannon Huston, Inc., related to the Engineering & Design Agreement for the Bonito Lake Restoration and Infrastructure Improvements projects in an amount not to exceed \$68,732.60, including NMGRT. (Bob Johnson, Engineering Manager)

6. Consider, and act upon, Resolution 2022-47 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 November 15, 2022. (Evelyn Huff, Finance Director) (Roll Call Vote Required)

7. Consider, and act upon, the approval of the transfer of hangar lease E9-A1 from Howard Enterprises Inc. to Dr. Dan Moezzi, located at the Alamogordo White Sands Regional Airport, this is a land lease transfer only. (Jim Talbert, Airport Manager)

8. Consider, and act upon, the approval of the transfer of hangar lease E5-A from Eds Flying Service to Howard Enterprises, located at the Alamogordo White Sands Regional Airport, this is a land lease transfer only. (Jim Talbert, Airport Manager)

Commissioner Paul moved to approve the Consent Agenda.

Commissioner Melton seconded the motion.

Roll Call Vote was taken.

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

NEW BUSINESS

9. Consider, and act upon, the first publication of Ordinance 1665 Case Z-2022-0004(A), a map amendment to change the zoning of the property located at 1004 E. 9th Street from C-1 Neighborhood Business to R-4 Multiple Family Dwelling. (Stella Rael, City Planner) (Roll Call Vote Required)

City Planner Rael presented the case and explained the request of the property owners to change the zoning from C-1 to R-4. She said the main reason the property owners wanted to change the zoning was that Mr. Perez was doing quite a bit of construction, but he did not have any permits to do that, so Construction Industries Division stopped him. C.I.D. also informed him that they would not issue any building permits for him to continue the work as a homeowner because it was in a business district. C.I.D. advised him to see her and see about changing the zoning. She said that Mr. and Ms. Perez felt it was more affordable if they changed the zoning versus trying to hire a licensed contractor to do all the work. City Planner Rael explained her processes regarding the map amendment.

Commissioner Rardin asked why they were going to R-4. City Planner Rael said that was her suggestion because there is quite a bit of R-4 surrounding that area, so she wouldn't create spot zoning. You have all that behind there, across the alley. Commissioner Rardin said so they are going to use it as Single-Family Dwelling. City Planner Rael said they would live there; they planned to purchase that and use it as a retirement home but still allow Ms. Perez to continue her home-based occupation. There will be things they need to adhere to besides the building permits. They have done some work that is going to need to be corrected. Mr. Perez has already cut down the front of the six-foot fence to comply with our ordinances on the height of fences. She said she will work with them and make sure they follow all our ordinances and comply.

Commissioner McDonald said she has a concern about that. It is just the fact that it is going to be congested. She said she knew that the City wanted to be more business-friendly, and she agrees with that, but she is only concerned about when the new development comes in for the small homes. Is that going to take off more of the parking because they will have to work on that area to get it up to standard. Then the fact that you have the equipment will be used there. She said she was fine as long as there was an understanding. She said she has been at the spa next door, and there has been a conflict with the owner next door, and she just wanted to make sure. She said there are five to eight employees in that business next door, and she thinks they also use the street parking, not including the customers. Right now, the customer base is also parking on the North side of the street. She said she just wanted to make sure there was an understanding and that there would be no problems going forward. City Planner Rael said she understood that concern. As far as 105 9th Street where the new development of the manufactured housing park is going to be, we worked very with that developer to make sure that they had ample parking within the park because of that parking issue along the street. Their entrance will be off of Hawaii, so hopefully, that will take traffic away from 9th Street. There will probably be congestion, like you said, when they start working and using equipment, but hopefully, it will all work out. She said she would have a conversation with Mr. & Ms. Perez about the parking there along 9th Street, and make them understand that is a public right-of-way, and anybody can park in front of their home. Normally anybody can use a public right-of-way for parking, as long as you don't block the resident or business entrance, or the driveway. In this case, they don't have that. So, if the salon next door's customers are parking right in front of their house, they have every right to. She said she would have that conversation with the property owners to make sure they understand, so there would not be a conflict between business owners. Commissioner Rardin said unless the owner were to come in and get Resident Parking Only signs put in front of their home. City Planner Rael said yes, but there are regulations for that; they have got to be within so many feet of a gathering place, like a school or church. She said that City Clerk Hughes would have to look at all that, but they do have to

meet those requirements. Commissioner Rardin said he would think that a business with that many customers would be considered a gathering place if it is an issue. He said he is still unsure why they are going to R-4; you said you don't spot zone, but he is a little concerned. If they are going to be a single family living there, why don't we go to R-1. City Planner Rael said she had a little R-1 on the next block, but R-1 in that area would create spot zoning. She said there is an R-4 that has already been approved and has been there for years, which was done before her time. Commissioner Rardin asked if there were plans to make this a multi-family dwelling in the future. City Planner Rael said no, it is just Mr. & Ms. Perez that live there. They are trying to get away from C-1 because, per her conversation with the property owners, they could not afford to hire a contractor. Commissioner Rardin said you are allowed to build residential per our ordinances; he said he thinks you can build a residential structure on a commercial lot. City Planner Rael said yes, but C.I.D. considers it Neighborhood Business and won't issue him any permits. We don't have any control over that.

Mayor Payne said to issue a Resident Parking Only sign, wouldn't they have to come before Commission. City Planner Rael said yes, they do and must meet those requirements. Commissioner Rardin said that if it is an issue, they can do that if they reside there. City Planner Rael said that City Clerk Hughs is the one that reviews all those, and City Clerk Hughs could correct her if she is wrong, but they have ample parking in the rear. That is where all their designated parking is and has been for years. Mayor Payne said those buildings are so close together that issuing a Resident Parking Only sign for something like that could be done, but she is familiar with that salon next door also, and they are right there. The salon next door, that building is small enough that you could maybe park two cars in front of it, so they have to be able to park; it is just not very big. City Planner Rael said the general office also has all their designated parking in the rear.

Commissioner Paul said that with it being R-4, let's say they sell the property down the road; then somebody else could theoretically come in and build another structure in the back. He said he didn't know what else was there currently. City Planner Rael said they would not be able to build another structure because they would not meet the setback requirements, so that would not be approved by her Department. There is no room; there is no way that would happen.

Commissioner Rardin moved to approve.

Commissioner Melton seconded the motion.

Roll Call Vote was taken.

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

10. Consider, and act upon, Resolution 2022-48 authorizing the release of liens that are outside of the 4 year statute of limitations. (Ashley Smith, City Attorney) (Roll Call Vote Required)

City Attorney Smith asked the Commission to approve the release of liens. Twenty-four liens are past the four-year deadline with a total of \$34,616.01.

Commissioner Melton asked if the \$24,000 item was for the demolition of blight. City Manager Cesar said that the property on Rockwood is a small portion of the demolition of that property. He said he believed that was only the asbestos abatement portion, but that is the remainder of the lien on that property. The City has foreclosed on that property and that property has been sold already on the courthouse steps. The person that is listed, Sailor, he believed was the name; she passed away many years ago. This is not something the City would ever be able to collect on. Mayor Payne said that it is the infamous Rockwood House. City Manager Cesar said yes, that is the Rockwood House. City Manager Cesar said that you would see another small batch come before you at one of the future Commission meetings to release liens, but in the Legal Department, Ashley Smith and her staff, there are quite a number of these outstanding liens that are going to be filed in court, and we are moving

forward with collecting those debts. They are starting with the oldest ones, but these today are just outside the time frame. There will be a few others where we will not meet the deadline, but going forward, it is our intention to either collect on those outstanding liens or foreclose on the properties those liens are against.

Commissioner Rardin said that these liens, like the ones for water, are they water bills that were accrued from a renter. Does this go with the property rather than with the renter. He said he had a little bit of an issue with that. If it is a renter that stiffed a landlord with the water bill, he said he didn't want to see us go after them and foreclose on their property over a water bill that they did not sign up for. City Manager Cesar said these are obviously the ones we are asking to be forgiven; going forward, that is a discussion before the discussion that we had earlier yesterday or today. He said we have had that conversation with the Legal Department. They are working closely with Water Billing, so that if in the past, there was a property like you were describing, before the ordinance was changed multiple times, where that could have happened, but that is so far in the past that those liens should have been forgiven. Notices have gone out prior to City Attorney Smith starting with the City to these people that have the outstanding liens to try to collect, and we did collect a number of the past due amounts. The Legal Department will verify with Water Billing what we have in our City to try and prevent that from happening. City Attorney Smith said that after we start the foreclosure process, where we file a complaint in District Court, the Court issues a summons. We sent the property owners the complaint we filed and the summons. All of that gets done within five days after filing the complaint; they will have notice, and they have six weeks to respond, to either come to the Legal Department and work something out to where they are going to pay us, or if no one responds, then we go before the District Court. They will make their ruling one way or another, whether they grant us the foreclosure or not. Commissioner Rardin said he didn't know how the rest of you all feel on that, but he would almost like to see that list before we file those foreclosures, just to see, and it sounds a bit like micromanaging, but you know, and see if it is weeds or water or what it is. He said he didn't want to take somebody's home over \$700, \$600, or \$300, whatever it may be. The majority of these are what, \$200 to \$400. City Manager Cesar said that is why the notices have gone out, and this after they have been billed multiple times, sent to Collections, and have received quite a bit of correspondence from the City. This would be their last correspondence before they go before the judge. Commissioner Rardin said do we have certified letters that have been returned and received, to prove that they received that information. City Attorney Smith said that yes, we do send several notices that are certified mail. The way it goes is we get told hey, we have these liens, or we need to put liens on these properties. We then actually sit on these liens; we have been sitting on these for over four years, which is why her Department is trying to go through the backlog right now. In the future, we are hoping for about a year; when she does the foreclosure process, that also has to be certified mail, so that is another step that will be certified mail. She said she knew that Finance does a lot of their stuff by certified mail. So, we do have multiple certified mail letters. Mayor Payne said we still have a remedy for landlords. Do we still have the paper we can sign. City Attorney Smith said we still have the waiver, yes. Mayor Payne said then they could sign a waiver. Commissioner Rardin said when you are in that business, and you have multiple rentals, make sure you know. Let's say I have a rental and that Commissioner Paul over there has a rental. I have a waiver; my water bill for that customer to move in there is going to be considerably higher than his, who does not have a waiver. Mayor Payne said is it \$50 more. The deposit is \$170 to sign up, and it used to be \$210 or something like that if they signed the waiver. It is not a huge difference. Commissioner Rardin said \$50 is \$50. Mayor Payne said that she thinks that for the landlord to protect themselves, they can't be concerned, especially now when you can't even find a rental. She said she did not think people would complain about paying an extra \$50. Commissioner Rardin said he did not want the City government taking people's homes over \$400 to \$500. City Manager Cesar said that the people that owe, whether for water or weeds or whatever the lien is placed for, have the final opportunity to come into the City and make their case. City Attorney Smith said that even after we do the foreclosure, if the judge grants us that property, the property

owner still has, according to the State, at least three months to get the property back, even after we sell it. There is a lot of opportunity if someone wishes. Commissioner Rardin said that with these, we got to write off, but it is over the four years, but he said he thought on future ones, you got to look at it from our standpoint as well. He said we have to do what is right for the City, but we also have to do what is right for those who vote us into office and not take their homes over \$300. Mayor Payne said she gets it; she owns multiple properties too. Commissioner Rardin said we are not Gestapo police. Mayor Payne said what is the solution, is the solution for us to write off; this would be \$10,000 if it weren't for this big one, which she would like to point out is considerably less than we have seen in the past, but what is the solution. Commissioner Rardin said he did not know. Mayor Payne said we couldn't keep doing \$10,000 here and \$10,000 there because people have received letters, they have received notices, this has gone on for close to four years, and they have done nothing. They do nothing because they don't think we are serious, so what is the solution. Commissioner Rardin said he did not know, but he is not going to be in favor of voting to take somebody's home for \$300. Mayor Payne said she is not either, but she did not think it would come to that. Commissioner Rardin said you never know. Mayor Payne said that if she was a homeowner in this situation and they were going to foreclose on her house over \$200, she would pay the \$200. Commissioner Rardin said he would too. Mayor Payne said that is the cost of doing business, and then she would sign the waiver the next time. Commissioner Rardin said if this is a water bill, like the conversation he had with City Manager Cesar this morning, if it is PNM or New Mexico Gas, that bill goes with the person that signed on the dotted line. It doesn't go with the person that owns the property. We are the only ones that do that, the City of Alamogordo. This is a discussion for down the road when we talk about this.

Commissioner Rardin moved to approve.

Commissioner Paul seconded the motion.

Roll Call Vote was taken.

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

**11. Consider, and act upon, canceling the December 20, 2022 regular commission meeting.
(Brian Cesar, City Manager)**

City Manager Cesar said this is the meeting right before the Christmas holiday. Traditionally, this is a time when we don't see as many bid awards. We put those off until the new fiscal year; it is very difficult to get when we have the projects going out, to solicit those bids, etcetera. We think this meeting can be canceled. If not, we can all come together on the 20th, do the invocation and pledge, approve the minutes from the last meeting, and then adjourn the meeting.

Commissioner Rardin moved to approve.

Commissioner Melton seconded the motion.

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

12. Appointments to Boards and Committees. (Susan L. Payne, Mayor)

Mayor Payne read the openings and appointed Jeff Rabon to the Airport Advisory Board. No one was opposed.

Commissioner Rardin moved to adjourn at 7:28 p.m.

Commissioner McDonald seconded the motion.

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

ADJOURNMENT

Mayor Susan L. Payne

ATTEST:

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy City Clerk)
Approved at the Regular Meeting held on December 6, 2022.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date:

Report No: 4.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, Resolution No. 2023-01 determining reasonable notice of meetings of the Alamogordo City Commission (Open Meetings Act). *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Resolution.

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

RESOLUTION NO. 2023-01

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

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

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

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

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

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

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

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

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

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

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

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

request for such notice.

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

PASSED, APPROVED AND ADOPTED this _____ day of _____, 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:

Ashley Smith, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date: 12/02/2022

Report No: 5.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, the City Commission Regular Meeting Schedule for calendar year 2023. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the regular commission meeting dates.

Background:

The City Commission approves the regular Commission meeting schedule for the upcoming year. A notice of the meeting dates will be published in the Alamogordo Daily Newspaper. The notice will also be posted on the City website and remain posted until after the last meeting in December of 2023. The commission meetings in November will be on the first Wednesday and third Tuesday, and in December the commission meetings will be on the first and third Tuesdays.

The reason for having the regular commission meeting on the first Wednesday of November 1, 2023, is the municipal election will be held on the first Tuesday of November 7, 2023.

2023

City of Alamogordo

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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29	30	31				

February						
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March						
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April						
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23	24	25	26	27	28	29
30						

May						
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28	29	30	31			

June						
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July						
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August						
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September						
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October						
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29	30	31				

November						
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26	27	28	29	30		

December						
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24	25	26	27	28	29	30
31						

Commission
Meeting

Payday

Holiday
(observed)

Municipal
Election

CITY OF ALAMOGORDO CITY COMMISSION REGULAR MEETING SCHEDULE FOR 2023

The Governing Body (City Commission) of the City of Alamogordo, New Mexico, will meet in regular session the second and fourth Tuesday of every month; however, in November the meetings will be the first Wednesday and third Tuesday and in December the meetings will be the first and third Tuesday. The meetings will begin at 6:30 p.m. and will be held in the Donald E. Carroll Commission Chambers at City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico.

Deadline for placing items & attachments on the Agenda (by 12:00 p.m.)	Date Agenda available (5:00 p.m.)	Regular Meeting Date and Time (6:30 p.m.)
January 3	January 6	January 10
January 17	January 20	January 24
February 7	February 10	February 14
February 21	February 24	February 28
March 7	March 10	March 14
March 21	March 24	March 28
April 4	April 7	April 11
April 18	April 21	April 25
May 2	May 5	May 9
May 16	May 19	May 23
June 6	June 9	June 13
June 20	June 23	June 27
July 3	July 7	July 11
July 18	July 21	July 25
August 1	August 4	August 8
August 15	August 18	August 22
September 5	September 8	September 12
September 19	September 22	September 26
October 3	October 6	October 10
October 17	October 20	October 24
October 24	October 27	November 1
November 7	November 9	November 14
November 28	December 1	December 5
December 12	December 15	December 19

PASSED, APPROVED AND ADOPTED THIS 6th DAY OF DECEMBER 2022.

Rachel Hughs, City Clerk

Susan L. Payne, Mayor

NOTICE OF PUBLIC MEETINGS 2023

In accordance with Section 10-15-1, NMSA 1978 (as amended), notice is hereby given that the Governing Body (City Commission) of the City of Alamogordo, New Mexico, will meet in regular session the second and fourth Tuesday of every month; however, in November the meetings will be the first Wednesday and third Tuesday and in December the meetings will be the first and third Tuesday. The meetings will begin at 6:30 p.m. and will be held in the Donald E. Carroll Commission Chambers at City Hall located at 1376 Ninth St., Alamogordo, NM.

January 10	January 24
February 14	February 28
March 14	March 28
April 11	April 25
May 9	May 23
June 13	June 27
July 11	July 25
August 8	August 22
September 12	September 26
October 10	October 24
November 1	November 14
December 5	December 19

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

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

I hereby certify that this notice was posted on the bulletin board located in the east/west lobby of City Hall and in the glass case located outside City Hall, 1376 E. Ninth Street, Alamogordo, New Mexico. The notice was posted in December of 2022 and will remain posted until after the last meeting in December 2023. A notice of the meeting dates will be published in the Legal Section of the Alamogordo Daily News. The same notice will also be posted on the City's web page (<http://ci.alamogordo.nm.us>) in December of 2022 and will remain posted through the end of 2023.

Rachel Hughs, City Clerk

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date: 11/22/2022

Report No: 6.

Submitted By: Diane Malone

Subject: Consider, and act upon, the Investment Report for the quarter ending September 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 September 30, 2022.

Background: The City of Alamogordo ended the quarter with an investment portfolio totaling \$ 77,180,948. The portfolio was made up of:

State Investment Pool	\$	5,636	or	0.01%
Short Term Investments	\$	1,751,278	or	2.27%
US Treasury Notes/Agency Bonds	\$	35,551,583	or	46.06%
Certificates of Deposits	\$	39,872,451	or	51.66%
Total Investments:	\$	77,180,948		100.00%

Total gains (losses) for the quarter ended September 30, 2022, on maturities and/or called agency notes were \$0. Interest earned during the quarter on a cash basis was \$ 223,366.

Interest Income Budget Comparison for all Funds is as follows:

Interest Earned Budget	\$	518,965	
Interest Received to Date	\$	223,494	43.07% of budget

Note: The investments mature at different times throughout the year and 54.96% 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 \$ 32,332.93.

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 22 - 23 Y-T-D
									EARNINGS
ST. INVESTMENT POOL - COA	ST. INVEST POOL-COA		5,635.85	\$5,635.85	0	1.907%	DAILY	N/A	20.57
First Savings Bank (CD# 81186796)	CD		281,198.75	281,198.75	0	1.250%	02/07/23	02/07/18	876.14
First Savings Bank (CD# 81186944)	CD		842,001.43	842,001.43	0	1.250%	03/22/23	03/22/18	2,623.46
First Savings Bank (CD# 81187231)	CD		577,540.54	577,540.54	0	0.800%	02/10/24	02/10/19	2,464.16
First Savings Bank (CD# 81187926)	CD		281,227.33	281,227.33	0	1.250%	03/15/23	03/12/18	876.23
First Savings Bank (CD#13312297)	CD		278,196.87	278,196.87	0	1.000%	02/07/23	02/07/18	699.45
First Savings Bank (CD# 13401520)	CD		1,099,633.64	1,099,633.64	0	1.000%	03/12/23	03/12/18	2,764.71
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		282,965.33	282,965.33	0	1.600%	02/12/23	02/12/18	1,136.58
Bank of the West (CD#029771907)	CD		282,220.75	282,220.75	0	1.600%	03/20/23	03/20/18	1,150.83
Washington Federal (CD# 172-200282-9)	CD		295,932.40	295,932.40	0	2.050%	03/22/23	03/22/18	1,510.29
Washington Federal (CD# 172-200283-7)	CD		1,169,076.39	1,169,076.39	0	1.250%	04/09/23	04/09/18	6,171.57
					0				
Moreton (First KY Bk Inc Mayfield)	CD	32065TAW1	250,000.00	\$249,965.00	(35)	2.100%	10/06/22	10/06/17	1,323.29
Moreton (Beneficial BK Philadelphia PA)	CD	08173QBX3	250,000.00	\$249,900.00	(100)	2.150%	10/18/22	10/18/17	-
Moreton (Morgan Stanley Bk)	CD	61747MF63	250,000.00	\$249,465.00	(535)	2.650%	01/11/23	01/11/18	3,285.27
Moreton (BMW Bk North Amer Salt Lake)	CD	05580ANM2	251,193.49	\$248,605.00	(2,588)	3.250%	07/13/23	07/13/18	4,031.34
Moreton (Morgan Stanley Bk)	CD	061760AH51	246,089.35	\$242,341.75	(3,748)	2.400%	06/20/23	06/28/19	-
Moreton (EnerBank USA Salt Lake City)	CD	29278TKP4	250,000.00	\$239,517.50	(10,483)	1.950%	08/15/24	08/15/19	1,228.76
Moreton (Encore BK Little Rock ARK)	CD	29260MAN5	250,000.00	\$243,742.50	(6,258)	1.750%	10/23/23	10/23/19	1,102.75
Moreton (Live Oak BKG CO NC)	CD	538036HC1	250,000.00	\$243,065.00	(6,935)	1.800%	12/11/23	12/11/19	1,134.24
Moreton (Signature BK of ARK)	CD	82669LJM6	250,000.00	\$242,492.50	(7,508)	1.700%	12/27/23	12/27/19	1,071.24
Moreton (Eaglebank Bethesda, MD)	CD	27002YET9	248,956.43	\$248,725.00	(231)	1.700%	01/17/23	01/17/20	1,071.24
Moreton (Marthas Vineyard Svgs Bk)	CD	573125AF8	248,529.32	\$248,585.00	56	1.650%	01/23/23	01/21/20	1,039.72
Moreton (Unity Bk Clinton, NJ)	CD	91330ABX4	250,000.00	\$248,585.00	(1,415)	1.650%	01/23/23	01/22/20	1,039.72
Moreton (Synovus BK Columbus GA)	CD	87164DQR4	250,000.00	\$247,915.00	(2,085)	1.550%	02/21/23	02/21/20	1,921.58
Moreton (Central BK Little Rock ARK)	CD	152577AR3	250,000.00	\$234,485.00	(15,515)	1.650%	03/13/25	03/13/20	1,039.72
Moreton (Choice Finl Group Grafton)	CD	17037TEQ6	250,000.00	\$246,870.00	(3,130)	1.000%	03/13/23	03/13/20	1,260.27
Moreton (Ultima MK Minn Winger)	CD	90385LCY3	250,000.00	\$242,682.50	(7,318)	1.050%	09/02/23	03/20/20	661.65
Moreton (Cornhusker Bank Lincoln)	CD	219255AJ5	250,000.00	\$230,985.00	(19,015)	1.100%	03/28/25	03/30/20	693.15
Moreton (Lakeside BK Chicago)	CD	51210SSG3	250,000.00	\$249,827.50	(173)	1.150%	10/14/22	04/14/20	724.66
Moreton (Pacific Westn BK)	CD	69506YRH4	250,000.00	\$239,152.50	(10,848)	1.300%	04/16/24	04/16/20	-
Moreton (Celtic Bk Salt Lake City Utah)	CD	15118RUW5	250,000.00	\$232,680.00	(17,320)	1.450%	04/17/25	04/17/20	913.71
Moreton (Flagstar BK Bloomfield)	CD	33847E2Z9	250,000.00	\$246,302.50	(3,698)	1.150%	04/17/23	04/17/20	-
Moreton (Evergreen BK Group Oak Brook)	CD	300185JL0	250,000.00	\$238,562.50	(11,438)	1.200%	04/22/24	04/22/20	756.16
Moreton (First Natl BK McGregor Tex)	CD	32112UDQ1	250,000.00	\$238,795.00	(11,205)	1.300%	04/29/24	04/28/20	819.18
Moreton (Apex Bk Camden)	CD	03753XBK5	250,000.00	\$229,215.00	(20,785)	0.950%	05/08/25	05/08/20	598.63
Moreton (Old MO Bk Springfield)	CD	68002LBU1	250,000.00	\$235,525.00	(14,475)	0.550%	05/15/24	05/15/20	346.57
Moreton (Union ST Bk Clay Ctr)	CD	908414BW4	250,000.00	\$240,065.00	(9,935)	0.500%	11/09/23	05/12/20	315.06
Moreton (First Carolina Bk Rocky Mout)	CD	31944MAX3	250,000.00	\$244,882.50	(5,118)	0.550%	05/12/23	05/13/20	346.57
Moreton (Malaga BK Palos Verdes)	CD	56102AAH9	250,000.00	\$226,897.50	(23,103)	0.650%	05/28/25	05/28/20	409.58
Moreton (Merrick BK South Jordan)	CD	59013KHV1	250,000.00	\$227,815.00	(22,185)	0.800%	05/29/25	05/29/20	504.10
Moreton (Financial Fed Svgs Bk)	CD	31749TBJ5	250,000.00	\$226,875.00	(23,125)	0.650%	05/29/25	05/29/20	409.58
Moreton (Jonesbror ST Bk)	CD	48040PGX7	250,000.00	\$227,817.50	(22,183)	0.800%	05/29/25	05/29/20	504.10
Moreton (Profinium Finl Inc.)	CD	74316VEZ4	250,000.00	\$228,900.00	(21,100)	0.500%	05/29/25	05/29/20	315.06
Moreton (Freedom Finl Bk West Des)	CD	35637RDD6	250,000.00	\$234,767.50	(15,233)	0.450%	05/29/24	05/29/20	283.57
Moreton (Tri-County TR CO)	CD	89556YAL0	250,000.00	\$239,547.50	(10,453)	3.500%	11/29/23	05/29/20	252.05
Moreton (Southern STS Bk Anniston)	CD	843879DC8	250,000.00	\$234,632.50	(15,368)	0.500%	06/12/24	06/12/20	315.06
Moreton (Preferred Bk Los Angeles)	CD	740367LK1	250,000.00	\$225,447.50	(24,553)	0.550%	07/02/25	07/02/20	346.57
Moreton (Enterprise Bk NA NB)	CD	29367QCZ9	250,000.00	\$220,290.00	(29,710)	0.850%	06/05/26	06/05/20	535.62
Moreton (Independent Bk Memphis)	CD	45383UUQ6	250,000.00	\$248,637.50	(1,363)	0.250%	12/08/22	06/08/20	157.53
Moreton (First Credit Bank)	CD	320055CC8	250,000.00	\$243,837.50	(6,163)	0.350%	06/12/23	06/10/20	220.56
Moreton (1st Finl Bk USA Dakota Dunes)	CD	32022RNR4	250,000.00	\$234,037.50	(15,963)	0.400%	06/19/24	06/19/20	252.05
Moreton (Bristol Morgan Bk Oakfield)	CD	110087AK9	250,000.00	\$229,605.00	(20,395)	0.450%	12/19/24	06/19/20	283.57
Moreton (Vision Bk St Louis PK)	CD	92834ABN5	250,000.00	\$228,187.50	(21,813)	0.600%	06/30/25	06/30/20	378.09

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 22 - 23 Y-T-D
									EARNINGS
Moreton (Bankwell Bk New Canaan)	CD	06654BCH2	250,000.00	\$243,310.00	(6,690)	0.400%	07/06/23	07/06/20	495.89
Moreton (Tandem Bk Tucker)	CD	87537YAB0	249,883.22	\$226,765.00	(23,118)	0.550%	06/23/25	06/22/20	346.57
Moreton (Exchange Bk Gibbon Neb)	CD	301074DV9	249,883.22	\$230,012.50	(19,871)	0.550%	12/24/24	06/24/20	346.57
Moreton (Independence Bk Owensboro)	CD	45340KFP9	249,883.22	\$232,220.00	(17,663)	0.550%	09/24/24	06/24/20	346.57
Moreton (Suthrn Bancorp Bk Arkadelphia)	CD	84223QAN7	249,893.84	\$231,205.00	(18,689)	0.500%	10/25/24	06/26/20	315.06
Moreton (Franklin Savings Bk)	CD	354632AF8	249,915.07	\$233,772.50	(16,143)	0.400%	06/28/24	06/29/20	252.05
Moreton (Bank Princeton New Jersey)	CD	064520BC2	249,904.45	\$233,982.50	(15,922)	0.450%	06/28/24	06/30/20	283.57
Moreton (Murphy-Wall St Bk & Tr Co.)	CD	626757AD0	249,936.30	\$243,322.50	(6,614)	0.300%	06/28/23	06/30/20	189.04
Moreton (Peoples Bk Talbotton GA)	CD	710721BE0	249,958.90	\$247,230.00	(2,729)	0.200%	01/31/23	07/31/20	126.04
Moreton (Meridian Bk Paoli PA)	CD	58958PHG2	249,936.30	\$242,470.00	(7,466)	0.300%	07/28/23	07/30/20	189.04
Moreton (Farmers & Merchants BK Col)	CD	30781JAP5	249,893.84	\$224,465.00	(25,429)	0.500%	07/29/25	07/29/20	315.06
Moreton (Texas Exchange Bk Crowley)	CD	88241TJB7	249,798.29	\$220,307.50	(29,491)	0.950%	07/17/26	07/17/20	598.63
Moreton (Bank VY Bellwood Neb)	CD	06543PCL7	249,957.53	\$241,635.00	(8,323)	0.200%	08/18/23	08/19/20	126.04
Moreton (First Natl Bk of Albany Tex)	CD	32117WAT9	249,936.30	\$231,745.00	(18,191)	0.300%	08/28/24	08/28/20	189.04
Moreton (BMO Harris BK Natl Assn)	CD	05600XAV2	250,000.00	\$228,242.50	(21,758)	0.500%	02/27/25	08/27/20	315.07
Moreton Lincoln 1st BK Lincoln Pk)	CD	53362LBE3	249,893.84	\$224,150.00	(25,744)	0.500%	08/11/25	08/12/20	315.06
Moreton (Northeast Cmnty Bk White)	CD	664122AF5	249,904.45	\$223,612.50	(26,292)	0.450%	08/20/25	08/20/20	283.57
Moreton (Bank3 Memphis Tenn)	CD	06653LAP5	249,915.07	\$223,072.50	(26,843)	0.400%	08/28/25	08/28/20	252.05
Moreton (Home LN Invt Bk F S B Warwick)	CD	43719LAF2	249,915.07	\$223,047.50	(26,868)	0.400%	08/29/25	08/31/20	252.05
Moreton (First Choice BK Cerritos Calif)	CD	319461CX5	249,936.30	\$231,197.50	(18,739)	0.300%	09/18/24	09/18/20	189.04
Moreton (Bridgewater Bk Bloomington)	CD	108622KT7	249,915.07	\$222,625.00	(27,290)	0.400%	09/16/25	09/18/20	252.05
Moreton (American Comm Bk NA Bremen G	CD	02519TBB1	249,915.07	\$222,475.00	(27,440)	0.400%	09/22/25	09/22/20	252.05
Moreton (First Natl Bk Amer E Lansing)	CD	32110YQS7	249,915.07	\$222,400.00	(27,515)	0.400%	09/25/25	09/25/20	252.05
Moreton (First Coml Bk Jackson Miss)	CD	31984GFK0	249,936.30	\$226,172.50	(23,764)	0.300%	03/31/25	09/30/20	189.04
Moreton (JPMorgan Chase Bk)	CD	48128UNC9	249,498.63	\$222,467.50	(27,031)	0.400%	09/30/25	09/30/20	501.37
Moreton (Insbank Nashville Tenn)	CD	45776NDV5	244,916.77	\$217,824.60	(27,092)	0.400%	09/30/25	10/15/20	247.01
Moreton (Magnolia BK INC KY)	CD	559582AL5	249,915.07	\$226,005.00	(23,910)	0.400%	04/30/25	10/30/20	252.05
Moreton (Uinta BK MTN View WYO)	CD	903572EX9	249,915.07	\$221,525.00	(28,390)	0.400%	10/30/25	10/30/20	252.05
Moreton (Northpointe Bk Grand Rapids)	CD	666613HQ0	249,968.15	\$249,132.50	(836)	0.150%	11/14/22	11/13/20	94.52
Moreton (Bank Hapoalim B M NY)	CD	06251A2M1	250,000.00	\$249,062.50	(938)	0.200%	11/17/22	11/17/20	-
Moreton (Grand Bk Tulsa Okla)	CD	38522ABN5	249,968.15	\$238,645.00	(11,323)	0.150%	11/27/23	11/25/20	94.52
Moreton (Banccentral Natl Assn Alva)	CD	05890NBB6	250,000.00	\$238,630.00	(11,370)	0.150%	11/30/23	11/30/20	-
Moreton (First Glen Bk Rowland Heights)	CD	320337DX3	249,936.30	\$229,565.00	(20,371)	0.300%	11/20/24	11/20/20	189.04
Moreton (Old Dominion Natl Bk North CD)	CD	679585AS8	249,915.07	\$221,245.00	(28,670)	0.400%	11/13/25	11/13/20	252.05
Moreton (Oakstar Bk NA Springfield MO)	CD	67389LAR4	249,915.07	\$220,770.00	(29,145)	0.400%	11/20/25	11/20/20	252.05
Moreton (Landmark Community Bank)	CD	51507LCA0	249,904.45	\$221,322.50	(28,582)	0.450%	11/25/25	11/25/20	283.57
Moreton (Security Bk & TR CO Paris CD)	CD	814010CK8	250,000.00	\$213,475.00	(36,525)	0.450%	11/13/26	11/13/20	-
Moreton (Prospect Bk Paris ILL)	CD	74349KCS7	249,936.30	\$228,837.50	(21,099)	0.300%	12/18/24	12/18/20	189.04
Moreton (Transportation Alliance Bk Inc.)	CD	89388CEE4	249,936.30	\$228,837.50	(21,099)	0.300%	12/18/24	12/18/20	189.04
Moreton (1st Sec BK of Wash Mountlake)	CD	33625CDY2	249,946.92	\$228,260.00	(21,687)	0.250%	12/30/24	12/30/20	157.53
Moreton (Bank Grove Okla)	CD	06246PCB9	249,915.07	\$219,602.50	(30,313)	0.400%	01/22/26	01/22/21	252.05
Moreton (Connectone Bk Englewood)	CD	20786ADE2	249,904.45	\$219,985.00	(29,919)	0.450%	01/22/26	01/22/21	283.57
Moreton (BankUnited Natl Assn)	CD	066519QC6	250,000.00	\$220,855.00	(29,145)	0.550%	01/22/26	01/22/21	342.81
Moreton (Chambers BK Davnille AK)	CD	157767AG9	250,000.00	\$220,072.50	(29,928)	0.450%	01/27/26	01/27/21	557.88
Moreton (First Reliance Bk SC)	CD	33615RGB8	249,936.30	\$227,775.00	(22,161)	0.300%	01/29/25	01/29/21	189.04
Moreton (Community West Bk Goleta)	CD	20415QHH5	249,968.15	\$236,895.00	(13,073)	0.150%	01/29/24	01/29/21	94.52
Moreton (Metropolitan Cap Bk Chicago IL)	CD	591803CA7	250,012.38	\$214,210.00	(35,802)	0.550%	11/18/26	02/19/21	681.85
Moreton (Legacy Bk & Tr CO, Rogersville)	CD	52470QAS3	249,904.45	\$219,195.00	(30,709)	0.450%	02/26/26	02/26/21	283.57
Moreton (Sunwest Bak Irvine Calif)	CD	86804DCT3	249,851.37	\$212,955.00	(36,896)	0.700%	03/05/27	03/05/21	441.10
Moreton (FNB Oxford BK)	CD	30259XAW2	249,840.75	\$213,135.00	(36,706)	0.750%	03/19/27	03/19/21	472.61
Moreton (Home Savings Bk Chanute KS)	CD	43733WAH6	248,991.78	\$213,907.50	(35,084)	0.800%	03/19/27	03/19/21	1,008.22
Moreton (American Natl Bk-Fox Cty)	CD	02772JCH1	249,938.36	\$230,837.50	(19,101)	0.300%	09/30/24	04/06/21	189.04
Moreton (Third Fed Svgs & Ln Assn)	CD	88413QCW6	250,000.00	\$236,482.50	(13,518)	0.200%	02/22/24	04/06/21	247.95
Moreton (Wex Bk Midvale Utah)	CD	92937CKH0	250,000.00	\$249,787.50	(213)	0.100%	10/11/22	04/09/21	-

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 22 - 23 Y-T-D
									EARNINGS
Moreton (Guaranty St Bk o Beloit)	CD	401228BJ9	249,957.53	\$234,985.00	(14,973)	0.200%	04/15/24	04/14/21	126.04
Moreton (Goldman Sachs Bk USA N Y)	CD	38149MWH2	249,808.90	\$221,050.00	(28,759)	0.900%	05/19/26	05/19/21	567.13
Moreton (Peoples Svgs BK)	CD	71224LAB0	249,861.99	\$221,525.00	(28,337)	0.650%	05/19/26	05/19/21	409.58
Moreton (Sandhills St Bk Bassett NEB)	CD	800037AP8	249,830.14	\$212,235.00	(37,595)	0.800%	05/21/27	05/21/21	504.10
Moreton (National BK Comm Superior)	CD	633368FE0	249,872.60	\$218,485.00	(31,388)	0.600%	05/21/26	05/21/21	378.09
Moreton (Gulf Atlantic Bk Key West)	CD	40216LAG4	249,946.92	\$229,180.00	(20,767)	0.250%	11/25/24	05/25/21	157.53
Moreton (Bank Little Chute Wis)	CD	05549CHK9	249,946.92	\$233,995.00	(15,952)	0.250%	05/28/24	05/28/21	157.53
Moreton (Poppy Bk Santa Rosa Calif)	CD	73319FBB4	249,915.07	\$223,825.00	(26,090)	0.400%	07/28/25	05/28/21	252.05
Moreton (Spring Bk Bronx NY)	CD	849430BM4	250,000.00	\$217,480.00	(32,520)	0.500%	05/28/26	05/28/21	315.06
Moreton (Merchants MFR Joliet ILL)	CD	588339FS5	249,925.68	\$243,725.00	(6,201)	0.100%	05/30/23	05/28/21	63.01
Moreton (Webbank Salt Lake City)	CD	947547MZ5	249,968.49	\$234,302.50	(15,666)	0.300%	05/28/24	05/28/21	-
Moreton (Mega BK San Gabriel Calif)	CD	58517JAL6	250,000.00	\$233,187.50	(16,813)	0.200%	06/24/24	06/22/21	-
Moreton (First Bk Hamilton New Jersey)	CD	319137AZ8	250,000.00	\$224,685.00	(25,315)	0.350%	06/11/25	06/11/21	220.56
Moreton (Pinnacle Bk Jasper ALA)	CD	723451BX7	250,000.00	\$217,430.00	(32,570)	0.500%	06/11/26	06/11/21	-
Moreton (Southeast Bank Athens Tenn)	CD	84133PFD5	250,000.00	\$218,142.50	(31,858)	0.600%	06/17/26	06/17/21	-
Moreton (Denver Svgs Bk Iowa)	CD	249398BZ0	250,000.00	\$217,660.00	(32,340)	0.600%	06/28/26	06/28/21	378.09
Moreton (Security St Bk Scott City KS)	CD	81489RCE8	250,000.00	\$224,850.00	(25,150)	0.450%	06/30/25	06/29/21	283.57
Moreton (One Cmnty Bk Ore Wis)	CD	682325AH8	250,000.00	\$220,902.50	(29,098)	0.500%	12/29/25	06/29/21	315.06
Moreton (National Bk New York City)	CD	634116CX3	250,000.00	\$218,805.00	(31,195)	0.500%	03/30/26	06/30/21	315.06
Moreton (John Marshall Bk Baileys)	CD	47804GGL1	250,000.00	\$240,572.50	(9,428)	0.150%	09/19/23	06/17/21	94.52
Moreton (Toyota Finl Svgs BK)	CD	89235MLE9	250,000.00	\$220,262.50	(29,738)	0.950%	07/29/26	07/29/21	1,177.74
Moreton (Prime Alliance BK Utah)	CD	74160NHL7	250,000.00	\$205,770.00	(44,230)	1.000%	07/31/28	07/30/21	630.14
Moreton (Sallie Mae Bk Murray Utah)	CD	795451AT0	250,000.00	\$220,617.50	(29,383)	1.050%	08/25/26	08/25/21	1,301.71
Moreton (Availa Bk)	CD	05290BAA1	250,000.00	\$223,097.50	(26,903)	0.400%	08/27/25	08/27/21	252.05
Moreton (Cumberland Fed Bk)	CD	23062KDM1	248,693.52	\$230,220.42	(18,473)	0.200%	09/03/24	09/08/21	183.01
Moreton (Nebraskaland Natl Bk)	CD	63970QFY7	250,000.00	\$219,540.00	(30,460)	0.500%	02/27/26	09/08/21	315.06
Moreton (Industrial & Coml Bk)	CD	45581ECQ2	250,000.00	\$241,097.50	(8,903)	0.250%	09/08/23	09/09/21	315.07
Moreton (Farm Bur Bk FSB Sparks Nev)	CD	307660LN8	250,000.00	\$204,422.50	(45,578)	0.950%	09/08/28	09/10/21	598.63
Moreton (Veritex Cmnty Bk Dallas)	CD	923450CP3	250,000.00	\$240,817.50	(9,183)	0.200%	09/15/23	09/15/21	126.04
Moreton (Bank OZK Little Rock)	CD	06417NB69	250,000.00	\$238,232.50	(11,768)	0.180%	12/15/23	09/15/21	113.43
Moreton (Henderson ST Bk Neb)	CD	425246AY1	250,000.00	\$202,920.00	(47,080)	0.850%	09/18/28	09/17/21	535.62
Moreton (Riverwind Bk Augusta ARK)	CD	76951GAM5	250,000.00	\$230,905.00	(19,095)	0.250%	09/20/24	09/20/21	157.53
Moreton (Envision Bank Massachusetts)	CD	29415LCE9	250,000.00	\$240,435.00	(9,565)	0.150%	09/25/23	09/24/21	189.04
Moreton (Grant CNTY Bank Ulysses Kans)	CD	38762PDW9	250,000.00	\$212,422.50	(37,578)	0.150%	01/15/27	12/15/21	756.16
Moreton (Hingham Instn Svgs Mass)	CD	433323EW8	250,000.00	\$245,585.00	(4,415)	0.150%	03/29/23	12/29/21	-
Moreton (Fidelity Co-Operative Bk)	CD	316077DW3	250,000.00	\$219,272.50	(30,728)	0.150%	01/26/27	01/26/22	787.67
Moreton (Discover BK Greenwood Del)	CD	254673F76	250,000.00	\$237,360.00	(12,640)	3.200%	06/01/27	06/01/22	-
Moreton (Capital One Bank)	CD	14042THS9	250,000.00	\$239,045.00	(10,955)	3.400%	07/20/27	07/20/22	-
Moreton (Saco & Biddeford Svgs)	CD	78577THR9	250,000.00	\$239,565.00	(10,435)	3.450%	07/21/27	07/21/22	1,465.06
Moreton (Drake Bk St Paul Minn)	CD	26144KAS6	250,000.00	\$238,362.50	(11,638)	3.450%	01/21/28	07/22/22	1,465.06
Moreton (Capital Cmnty BK Inc Provo UT)	CD	14005LBD0	250,000.00	\$237,962.50	(12,038)	3.500%	07/24/28	07/22/22	1,486.30
Moreton (Freddie Mac)	FreddieMac	3134GXDF8	1,002,491.39	\$860,490.00	(142,001)	0.700%	11/24/26	12/11/20	-
Moreton (Freddie Mac)	FreddieMac	3134GW6C5	990,505.15	\$867,280.00	(123,225)	0.800%	10/28/26	04/05/21	-
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3135G06L2	1,487,046.54	\$1,298,640.00	(188,407)	0.875%	12/18/26	04/05/21	-
Moreton (Federal Home Loan Bank)	Fed Natl Mtg Assn	3130AKY34	1,744,555.56	\$1,615,320.00	(129,236)	0.250%	08/16/24	04/05/21	2,539.49
Moreton (Federal Home Loan Bank)	Fed Natl Mtg Assn	3130ALD9	1,990,283.03	\$1,727,320.00	(262,963)	1.000%	02/26/27	04/05/21	10,765.50
Moreton (Farmer Mac)	Farmer Mac	31422XDX7	1,000,000.00	\$889,570.00	(110,430)	0.830%	03/27/26	04/05/21	4,150.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EM2C5	499,188.96	\$434,490.00	(64,699)	0.710%	08/10/26	08/11/21	1,783.48
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ELN34	997,440.00	\$851,750.00	(145,690)	0.875%	06/22/24	09/10/21	-
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EM3Q3	1,000,000.00	\$828,890.00	(171,110)	1.290%	02/26/26	09/10/21	6,450.00
Moreton (Federal Home Loan banks)	Federal Home	3130AKYH3	997,870.00	\$858,770.00	(139,100)	0.830%	02/10/27	09/13/21	4,150.00
Moreton (Federal Home Loan banks)	Federal Home	3130AKYH3	993,000.00	\$858,770.00	(134,230)	0.830%	02/10/27	09/24/21	4,150.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENBR0	1,000,000.00	\$861,570.00	(138,430)	1.300%	10/20/27	10/25/21	-

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 22 - 23 Y-T-D
									EARNINGS
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EMUB6	999,189.95	\$860,540.00	(138,650)	1.300%	03/23/28	12/13/21	7,708.09
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENAW0	498,656.44	\$424,680.00	(73,976)	1.300%	10/12/28	12/13/21	-
Moreton (Federal Home Loan Banks)	Federal Home	3130ALGL2	496,551.63	\$435,765.00	(60,787)	1.300%	02/26/27	12/17/21	2,787.50
Moreton (Federal Home Loan Banks)	Federal Home	3130AQTU8	997,830.00	\$901,350.00	(96,480)	2.010%	02/17/27	02/17/22	10,050.00
Moreton (Federal Home Loan Banks)	Federal Home	3130AQT78	498,367.00	\$471,355.00	(27,012)	1.750%	02/28/25	02/28/22	4,375.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENSU5	1,000,000.00	\$930,450.00	(69,550)	2.860%	03/29/27	03/30/22	14,220.56
Moreton (Federal Home Loan Banks)	Federal Home	3130A3VC5	1,002,810.73	\$976,820.00	(25,991)	2.250%	12/08/23	03/31/22	-
Moreton (Federal Home Loan Banks)	Federal Home	3130AREZ0	1,046,334.13	\$993,804.00	(52,530)	2.300%	03/28/25	03/31/22	14,507.88
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENST8	1,076,107.77	\$1,012,316.75	(63,791)	2.770%	03/30/26	03/31/22	14,384.02
Moreton (Freddie Mac)	FreddieMac	3134GXPZ1	998,604.61	\$955,920.00	(42,685)	2.200%	09/27/24	03/31/22	12,160.17
Moreton (Federal Home Loan Bank)	Federal Home	3130ARGQ8	1,000,000.00	\$928,720.00	(71,280)	2.875%	04/14/27	04/14/22	-
Moreton (Freddie Mac)	FreddieMac	3134GXRM8	1,000,000.00	\$966,670.00	(33,330)	3.550%	05/18/27	05/18/22	-
Moreton (Federal Home Loan Bank)	Federal Home	3130ARYS4	1,246,250.00	\$1,216,862.50	(29,388)	3.350%	11/26/24	06/14/22	-
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENVL1	994,750.00	\$964,550.00	(30,200)	3.840%	04/27/28	08/25/22	-
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENYM6	995,000.00	\$965,060.00	(29,940)	3.780%	06/08/28	08/30/22	-
Moreton (Federal Home LN Mtg Corp)	Federal Home	3134GXV1	998,750.00	\$980,790.00	(17,960)	3.000%	06/30/25	08/30/22	-
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENG53	1,500,000.00	\$1,457,550.00	(42,450)	4.070%	08/16/28	08/30/22	-
Moreton (Federal Home Loan Bank)	Federal Home	3130ASXM6	1,000,000.00	\$982,610.00	(17,390)	3.500%	08/30/24	08/30/22	-
Moreton (Federal Home Loan Bank)	Federal Home	3130ASV22	1,000,000.00	\$980,520.00	(19,480)	3.750%	08/28/25	08/30/22	-
Moreton (Federal Home Loan Bank)	Federal Home	3130ASZ69	1,500,000.00	\$1,466,445.00	(33,555)	4.050%	08/27/27	08/30/22	-
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENF96	1,000,000.00	\$978,000.00	(22,000)	3.960%	08/17/26	08/30/22	-
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENM72	1,000,000.00	\$990,770.00	(9,230)	4.830%	09/20/27	09/21/22	-
				\$64,440,310.02					
AVERAGE							182		
Wells Fargo BS securities transferred to Moreton Capital Markets May 20, 2016									
Moreton Capital Markets Money Market and Cash			\$1,751,277.84	\$1,751,277.84	0	varies	N/A	N/A	
Wells Fargo ST Money Market 6810881786			-	\$0.00	0	varies	N/A	N/A	-
Wells Fargo - PHA account			-	\$0.00	0	varies	N/A	N/A	
TOTAL			77,180,948	136,277,527	(5,343,731.25)				197,428.80
US Treasury Notes/Agency Bonds - WF / RBC			35,551,582.89	46.06%					
State Investment Pool			\$5,635.85	0.01%					
Certificate of Deposits			39,872,451.81	51.66%					
Money Market Accounts			1,751,277.84	2.27%					
			\$77,180,948.39	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: **September 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	\$ 5,636	n/a			-			-
Wells Fargo	\$ 2,632,493							
Wells Fargo - PHA	\$ -	-	\$ -					
	<u>\$ 2,632,493</u>	250,000	\$ 2,382,493	50.00%	1,191,247	1,390,063.11	198,816	992,430
2) Moreton Capital Markets								
a. Cash and Money Market	\$ 1,751,278	1,751,278						
Certificates of Deposit	\$ 34,232,458	34,232,458	\$ -					
b. Securities	<u>\$ 35,551,583</u>	n/a						
	<u>\$ 71,535,319</u>							
First National - Alamogordo	\$ 6,979,933	250,000	\$ 6,729,933	50.00%	3,364,966	7,939,591.02	4,574,625	(1,209,658)
First National - Alamogordo - PHA	\$ 859,156	-	\$ 859,156	50.00%	429,578	1,864,191.24	1,434,613	(1,005,035)
First Savings Bank	\$ 3,359,799	250,000	\$ 3,109,799	50.00%	1,554,899	1,434,313.64	(120,586)	1,675,485
Bank '34	\$ 250,000	250,000	\$ -	50.00%	-		-	-
Pioneer Bank	\$ 282,965	250,000	\$ 32,965	50.00%	16,483	68,576.17	52,094	(35,611)
Bank of the West	\$ 282,221	250,000	\$ 32,221	50.00%	16,110	113,816.00	97,706	(81,595)
Washington Federal	\$ 1,465,009	250,000	\$ 1,215,009	50.00%	607,504	1,258,780.00	651,276	(43,771)
3) New Mexico Finance Authority	\$ 1,437,797	n/a						
TOTAL	\$ 89,090,328		\$ 14,361,575		7,180,788	14,069,331.18	\$ 6,888,543	\$ 292,244

- 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
October 2021	62,854,540	56,118	1.071%	56,118
November 2021	62,884,574	29,129	0.556%	29,129
December 2021	62,941,382	30,034	0.573%	30,034
January 2022	62,972,136	57,832	1.102%	57,832
February 2022	63,036,096	30,754	0.585%	30,754
March 2022	68,085,201	63,960	1.127%	63,960
April 2022	68,121,711	50,117	0.883%	50,117
May 2022	68,149,513	36,510	0.643%	36,510
June 2022	68,149,513	27,801	0.490%	27,801
July 2022	68,230,334	27,144	0.477%	27,144
August 2022	77,315,483	85,149	1.322%	85,149
September 2022	77,213,281	106,497	1.655%	106,497
ANNUAL AVERAGE	67,496,147	50,087	0.8737%	\$50,087
12 MONTH TOTALS		601,044	0.8905%	601,044
			This Quarter	218,789

(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
September 30, 2022

FUND NO.	FUND DESCRIPTION	PER FUND INVESTMENT
11	GENERAL OPERATING	15,077,107.43
16	LODGER'S TAX-PROMOTIONS	173,639.25
20	LODGER'S TAX-CITY SHARE	240,137.95
21	D.A.R.E. DONATIONS	16,395.35
28	POLICE CONTINGENCY	54,563.09
31	CEMETERY-PERPETUAL CARE	810,017.75
33	FIRE PROTECTION FUND	672,785.15
37	ST HIGHWAY CLEANUP	65,835.22
38	TRAFFIC SAFETY	48,818.07
42	84 GRT	3,233,115.12
49	86 GRT	3,856,792.73
61	91 GRT INFRASTRUCTURE	844,891.04
69	94 GROSS RECEIPTS TAX	2,634,160.80
74	SENIOR GIFT FUND	90,527.05
81	WATER/SEWER OPERATIONS	13,844,681.73
82	1998 JT. WATER/SEWER BOND P&I	40,366.69
86	SOLID WASTE	436,639.46
88	BONITO LAKE	347,618.52
89	ESGRT .0625%	2,208,349.10
94	LANDFILL OPERATIONS	3,136,663.42
96	FLEET COLLISION	456,576.52
104	UTILITY DEPOSITS	623,181.76
105	ECONOMIC DEVELOPMENT GRT	5,524,510.81
107	LIABILITY/DEDUCTABLE INSURANCE	676,252.33
109	2004 CAPITAL OUTLAY GRT	13,987,764.91
114	SIDEWALK REVOLVING LOANS	144,678.13
119	11 GRT REF/IMP REV BOND	259,131.50
121	2015 GO BONDS-FUN CENTER	90,832.00
122	2015 GO BONDS - STREETS	176,028.51
124	AMERICAN RESCUE PLAN ACT	7,441,219.93
TOTAL:		<u><u>77,213,281.32</u></u>

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date:

Report No: 7.

Submitted By: Jim Talbert

Subject: Consider, and act upon, an Airport State-sponsored grant in the amount of \$15,000 with a \$15,000 City match. *(Jim Talbert, Airport Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No new funds as the funding is in the current Airport Budget

Recommendation: City Staff and the Alamogordo Airport Board recommend approving the grant

Background: The State has paid for with a 100% grant solar powered runway foot remaining lights. This lighting system is on site at the airport. Due to Covid situations, the City was unable to install these lights. The State has offered a 50-50 grant to cover the \$30,000 cost for a contractor to install the lights. The funding is in the current Airport budget, and will require no outside transfer of funds. Quotes have been received and a contractor is available to do the installation.

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date

Nov 21, 2022

Project Location

ALM - ALAMOGORDO MUNICIPAL AIRPORT

Sponsor

ALAMOGORDO, CITY OF

Address

1376 EAST 9TH ST

City

ALAMOGORDO

NM

Zip Code

88310

The Sponsor must sign and send a digital PDF copy to their Airport Development Administrator at the NMDOT Aviation Division.

Participation

STATE ONLY

Funding Breakdown

50-50

Contract No. _____

Project No.

ALM-23-02

Vendor No.

0000054303-5

Expiration Date

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

SOLAR DISTANCE REMAINING LIGHTS INSTALLATION

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 15,000	\$ 15,000	\$	\$ 30,000

2. The Sponsor Shall:

- Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- Provide a representative from its organization who shall serve as the single point of contact for the Department.
- Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- Be responsible for all design and pre-construction activities.
- Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

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

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name: Daniel R. Moran
Title: Finance & Administrative Manager

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
Office: (505) 244-1788 ext. 9112
Fax: (505) 244-1790
E-mail: dan.moran@state.nm.us

Name	JIM TALBERT		
Title	AIRPORT MANAGER		
Sponsor	ALAMOGORDO, CITY OF		
Address	1376 EAST 9TH ST		
City	ALAMOGORDO	NM	Zip Code 88310
Office Phone	+1 (575) 439-4110	Fax	
E-Mail	JTAIRPORTMANAGER@CI.ALAMOGRODO.NM.US		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

SPONSOR

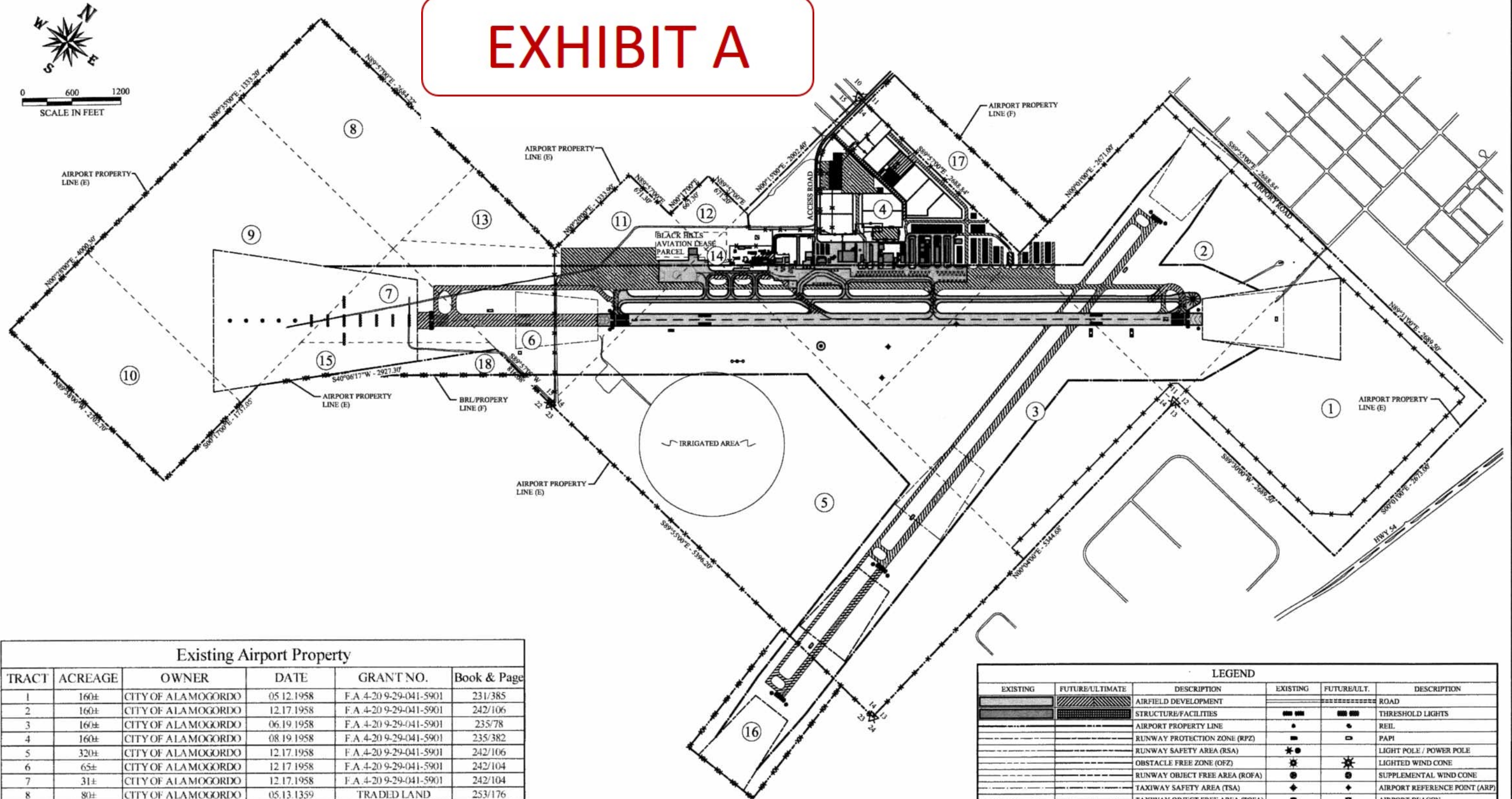
Print Name: _____

By: _____

Date: _____

Title: _____

EXHIBIT A



Existing Airport Property

TRACT	ACREAGE	OWNER	DATE	GRANT NO.	Book & Page
1	160±	CITY OF ALAMOGORDO	05.12.1958	F.A. 4-20 9-29-041-5901	231/385
2	160±	CITY OF ALAMOGORDO	12.17.1958	F.A. 4-20 9-29-041-5901	242/106
3	160±	CITY OF ALAMOGORDO	06.19.1958	F.A. 4-20 9-29-041-5901	235/78
4	160±	CITY OF ALAMOGORDO	08.19.1958	F.A. 4-20 9-29-041-5901	235/382
5	320±	CITY OF ALAMOGORDO	12.17.1958	F.A. 4-20 9-29-041-5901	242/106
6	65±	CITY OF ALAMOGORDO	12.17.1958	F.A. 4-20 9-29-041-5901	242/104
7	31±	CITY OF ALAMOGORDO	12.17.1958	F.A. 4-20 9-29-041-5901	242/104
8	80±	CITY OF ALAMOGORDO	05.13.1359	TRADED LAND	253/176
9	160±	CITY OF ALAMOGORDO	05.13.1359	TRADED LAND	253/176
10	80±	CITY OF ALAMOGORDO	05.13.1359	TRADED LAND	253/176
11	40±	CITY OF ALAMOGORDO	12.17.1958	F.A. 4-20 9-29-041-5901	242/106
12	10±	CITY OF ALAMOGORDO	12.17.1958	F.A. 4-20 9-29-041-5901	242/106
13	15±	CITY OF ALAMOGORDO	02.25.1992	TRADE FOR LEASE	720/755
14	6.5±	BLACK HILLS AVIATION	02.25.1992	TRADE FOR 15 ACRES	
15	16.962	LEE SHAMALEY	03.17.2005	AIP 3-35-0001-10	1178/131-132

Property To Be Acquired

16	41±	CITY OF ALAMOGORDO	RUNWAY EXTENSION
17	30±	DURRET & FERGUSON	DEVELOPMENT EXPANSION
18	9±	SHAMALEY	RUNWAY EXTENSION

LEGEND					
EXISTING	FUTURE/ULTIMATE	DESCRIPTION	EXISTING	FUTURE/ULT.	DESCRIPTION
		AIRFIELD DEVELOPMENT			ROAD
		STRUCTURE/FACILITIES			THRESHOLD LIGHTS
		AIRPORT PROPERTY LINE			RAIL
		RUNWAY PROTECTION ZONE (RPZ)			PAPI
		RUNWAY SAFETY AREA (RSA)			LIGHT POLE / POWER POLE
		OBSTACLE FREE ZONE (OFZ)			LIGHTED WIND CONE
		RUNWAY OBJECT FREE AREA (ROFA)			SUPPLEMENTAL WIND CONE
		TAXIWAY SAFETY AREA (TSA)			AIRPORT REFERENCE POINT (ARP)
		TAXIWAY OBJECT FREE AREA (TOFA)			AIRPORT BEACON
		BUILDING RESTRICTION LINE (BRL)			SEGMENTED CIRCLE
		PARCELS			AIRCRAFT TIEDOWN
		FENCING			SURVEY CONTROL
		DITCH			VASIS
		OVERHEAD POWER LINE			AWOS

ARMSTRONG CONSULTANTS, INC.
AIRPORT ENGINEERING, PLANNING & ENVIRONMENTAL STUDIES

861 Road Avenue
Grand Junction, CO 81501
ph 970-242-0101 fax 970-241-1769

ALAMOGORDO - WHITE SANDS
REGIONAL AIRPORT
ALAMOGORDO, NEW MEXICO

AIRPORT LAYOUT PLANS

Project No: 015596
Date: 04.30.05
File Name: 596503

Drawn: JOS
Checked: RPR
Approved: DAC

No.	Revision	Date	By
1	Added Recording Info for Parcel 15	04.30.05	ACI
0	Original Exhibit A Job No. 015593	01.17.03	ACI

The preparation of these documents was financed in part through a planning grant from the Federal Aviation Administration as provided under Section 322 of the Airport and Airway Improvement Act of 1982, as amended. The contents do not necessarily reflect the official views or policy of the FAA. Acceptance of the documents by the FAA does not in any way constitute a commitment on the part of the United States to participate in any development depicted herein nor does it indicate that the proposed development is environmentally acceptable in accordance with applicable public laws.

EXHIBIT "A"
PROPERTY
MAP

Sheet: 11 of 12

ZUNI ELECTRIC, INC.

PO Drawer 1909, Alamogordo, NM 88311-1909 / 1001 Zuni Drive, Alamogordo, NM 88310
OFC (575) 437-6514 / FAX (575) 434-6721 / email zuni@zunielectric.com
NM LICENSE #27073 / NM WFS #002278220110712, expires 7.13.24 / TX License #32518

ELECTRICAL SCOPE/QUOTE

(Unless otherwise specified in the bid documents, this quote is valid for 30 days)

Alamo Airport
Attn: Jim

Nov. 7, 2022

Project: Installation Only of 8ea Solar Panel Runway Distance Markers, Alamogordo, NM

Total for Electrical Materials, Equipment, & Services	\$23,000.00
NM Gross Receipts Tax @ 8.0%	<u>\$ 1,840.00</u>
Total with NM GRT	<u>\$24,840.00</u>

S P E C I F I C I N C L U S I O N S:

- Labor & Material to form/pour concrete foundations for 8ea distance marker signs, solar battery boxes and solar arrays
- Labor & Material to build and set 8ea customer-provided distance marker signs, battery boxes, and solar arrays
- Provide Skid Steer with forks, Plate Tamp Machine
- Grounding per NEC
- Testing of New Signs
- NOTE: Zuni Electric holds the 483 Airfield License from Holloman AFB which requires annual training/testing

S P E C I F I C E X C L U S I O N S:

- Distance Marker Signs, Battery Boxes, Batteries, and Solar Array (provided by owner)
- All mounting hardware (provided by owner)
- Design/Layout
- Airfield Radio

Gilbert, Tony, NMDOT

From: James Talbert <jtalbert@ci.alamogordo.nm.us>
Sent: Monday, November 7, 2022 11:08 AM
To: Gilbert, Tony, NMDOT
Subject: [EXTERNAL] ALM Solar bid
Attachments: ZE ScopeQuote-Airport SolarSigns-11.07.22.pdf

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Tony,

As per our conversation on Friday, I contacted the contractor about an updated quote. The new quote is attached, they did not increase the price! I would like a grant of \$30,000 because I still need to buy additional materials such as ¾ inch frangible bolts to mount each item. Thanks

Jim

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date:

Report No: 8.

Submitted By: Jim Talbert

Subject: Consider, and act upon, the transfer of Airport Hangar Leases E-12A and E-13A1. (*Jim Talbert, Airport Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: None

Recommendation: Approve the transfer of leases.

Background: New Mexico Skies, owners of hangars E-12A and E-13A1, have requested to transfer both leases to the White Sands Soaring Foundation, AKA, the Glider Club.

CITY OF ALAMOGORDO
ALAMOGORDO-WHITE SANDS REGIONAL AIRPORT

APPLICATION FOR ASSIGNMENT OF LEASE

The undersigned hereby applies to the City of Alamogordo for the assignment of that land lease governing the area of the Alamogordo-White Sands Regional Airport known as Area E12A.

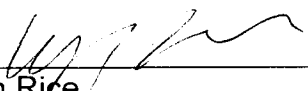
The current holder of this lease is Mike & Lynn Rice. By my signature below, I state to the City of Alamogordo that I approve of and request the authority to transfer all of my right, title and interest in this lease to White Sands Soaring Foundation (WSSF). I understand that if the City approves this assignment of lease, I will be relieved of any further responsibility under this lease other than undetected or undisclosed environmental issues.

Both parties to this request for assignment state that they are requesting the City of Alamogordo to accept the Assignee in the stead of the current lessee.

Assignee agrees that the rental for the area pursuant to the Lease agreement will be \$782.87 per year and will increase by the City determined CPI each year thereafter, and that any amounts due and owing must be paid at the time this assignment is approved by the City.

ASSIGNOR:

Date: 3 Nov 2022



Lynn Rice

ASSIGNEE:

Date: 3 Nov 2022



Lance Grace – President WSSF

The City of Alamogordo hereby agrees to the assignment of the Lease governing the area at the Alamogordo-White Sands Regional Airport known as _____ from _____ to _____.

This assignment is effective on the _____ day of _____, 2022.

CITY OF ALAMOGORDO, NEW MEXICO

Date: _____

By: _____
Brian Cesar, City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney

CITY OF ALAMOGORDO
ALAMOGORDO-WHITE SANDS REGIONAL AIRPORT

APPLICATION FOR ASSIGNMENT OF LEASE

The undersigned hereby applies to the City of Alamogordo for the assignment of that land lease governing the area of the Alamogordo-White Sands Regional Airport known as Area E13A1.

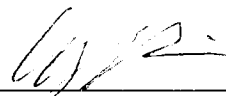
The current holder of this lease is New Mexico Skies. By my signature below, I state to the City of Alamogordo that I approve of and request the authority to transfer all of my right, title and interest in this lease to White Sands Soaring Foundation (WSSF). I understand that if the City approves this assignment of lease, I will be relieved of any further responsibility under this lease other than undetected or undisclosed environmental issues.

Both parties to this request for assignment state that they are requesting the City of Alamogordo to accept the Assignee in the stead of the current lessee.

Assignee agrees that the rental for the area pursuant to the Lease agreement will be \$751.78 per year and will increase by the City determined CPI each year thereafter, and that any amounts due and owing must be paid at the time this assignment is approved by the City.

ASSIGNOR:

Date: 3 Nov 2022



Lynn Rice – Owner – New Mexico Skies

ASSIGNEE:

Date: 3 Nov 2022



Lance Grace – President WSSF

The City of Alamogordo hereby agrees to the assignment of the Lease governing the area at the Alamogordo-White Sands Regional Airport known as _____ from _____ to _____.

This assignment is effective on the _____ day of _____, 2022.

CITY OF ALAMOGORDO, NEW MEXICO

Date: _____

By: _____
Brian Cesar, City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date: 11/29/2022

Report No: 9.

Submitted By: Kim Wofford

Subject: Consider, and act upon, approving requests for City water service and water meters at 16 & 17 Indian Maid Ln., Alamogordo, NM 88310. *(David Nunnelley, Utilities Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve requests for City water service and water meters at 16 & 17 Indian Maid Ln., Alamogordo, NM 88310

Background: Letters of Intent were received from Tony Hawk and Jo Barnett requesting new water service outside of the city limits. The Utilities Department recommends approving their request.

Tony Hawk & Jo Barnett

17 Indian Maid Ln

Alamogordo NM 88310

214-893-5104

Thawk50@yahoo.com

August 31, 2022

David Nunnelley, Utility Director

City of Alamogordo

2600 N. Florida Avenue

Reference: Letter of Intent for Request of city water at 17 Indian Maid Ln, Alamogordo

Dear Mr. Nunnelley,

Please allow this letter to serve as my request to petition the City Commission's approval to grant application for City water service at my residence, 17 Indian Maid Ln, Alamogordo for a $\frac{3}{4}$ inch water meter.

I understand that I am outside the city limits and that the city is under no obligation to provide water to my residence. I also understand that as a county resident, I will be charged twice the going rate for the water and that this service will be for water only, no sewer or trash service included.

There is already a water main to the west of my property on the easement that would be readily accessible for my service. Three of the neighbors on my street are already city water users. I further understand that I bear the costs of all labor and materials needed to tie into the City's water system.

I appreciate you time spent in processing my request and bringing in before the City Commissioners for their consideration. Please let me know if you need and additional information.

Respectfully requested,



Tony Hawk & Jo Barnett

Tony Hawk & Jo Barnett

16 Indian Maid Ln

Alamogordo NM 88310

214-893-5104

Thawk50@yahoo.com

August 31, 2022

David Nunnelley, Utility Director

City of Alamogordo

2600 N. Florida Avenue

Reference: Letter of Intent for Request of city water at 16 Indian Maid Ln, Alamogordo

Dear Mr. Nunnelley,

Please allow this letter to serve as my request to petition the City Commission's approval to grant application for City water service at my residence, 16 Indian Maid Ln, Alamogordo for a $\frac{3}{4}$ inch water meter.

I understand that I am outside the city limits and that the city is under no obligation to provide water to my residence. I also understand that as a county resident, I will be charged twice the going rate for the water and that this service will be for water only, no sewer or trash service included.

There is already a water main to the west of my property on the easement that would be readily accessible for my service. Three of the neighbors on my street are already city water users. I further understand that I bear the costs of all labor and materials needed to tie into the City's water system.

I appreciate you time spent in processing my request and bringing in before the City Commissioners for their consideration. Please let me know if you need and additional information.

Respectfully requested,

A handwritten signature in black ink that reads "Jo Barnett". The signature is written in a cursive, flowing style.

Tony Hawk & Jo Barnett

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date: 11/28/2022

Report No: 10.

Submitted By: Deborah Osborne

Subject: Consider, and act upon, approval of a grant agreement from the New Mexico Department of Finance in the amount of \$314,000.00, to purchase and equip vehicles and equipment for the Alamogordo Police Department. *(Debbie Osborne, Grant Coordinator)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Grant award, additional fiscal impact.

Recommendation: Approve acceptance of grant agreement.

Background: The City of Alamogordo applied for a capital outlay grant to purchase and equip vehicles and to purchase and install equipment for the Alamogordo Police Department. The grant application was approved at the 2022 Legislative session and an award was made in the amount of \$314,000.

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **City of Alamogordo**, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 309, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

22-G2921 \$314,000.00 APPROPRIATION REVERSION DATE: June 30, 2024
Laws of 2022, Chapter 52, Section 30, Paragraph 309, Three Hundred Fourteen Thousand Dollars and Zero Cents (\$314,000.00), to purchase and equip vehicles and to purchase and install equipment for the police department in Alamogordo in Otero county;

The Grantee's total reimbursements shall not exceed Three Hundred Fourteen Thousand Dollars and Zero Cents (**\$314,000.00**) to (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")²⁰⁵, if applicable, Zero Dollars and Zero Cents (**\$0.00**), which equals Three Hundred Fourteen Thousand Dollars and Zero Cents (**\$314,000.00**) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse²⁰⁶ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or

²⁰⁵ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²⁰⁶ "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Alamogordo
Name: Debbie Osborne
Title: Grant Coordinator
Address: City of Alamogordo, 1376 E. 9th Street, Alamogordo, NM, 88310
Email: dosborne@ci.alamogordo.nm.us
Telephone: (575)439-4257

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

Grantee: City of Alamogordo
Name: Maria Herndon
Title: Alamogordo Administrative Manager
Address: City of Alamogordo, 1376 E. 9th Street, Alamogordo, NM, 88310
Email: m.herndon@ci.alamogordo.nm.us
Telephone: 575-439-4300

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

Department: DFA/Local Government Division
Name: Maureen Ayers
Title: Program Manager
Address: Bataan Memorial Bldg. Room 202, Santa Fe, NM 87501
Email: maureen.ayers@dfa.nm.gov
Telephone: 505-470-0977

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

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

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

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

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

B. Requests for Additional Information/Project Inspection

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

- (i) request such additional information regarding the Project as it deems necessary; and
 - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

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

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Alamogordo** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Alamogordo’s** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Alamogordo** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Alamogordo** or the Department.”

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

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

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

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Alamogordo
Entity Name

By: Susan L. Payne
(Type or Print Name)

Its: Mayor
(Type or Print Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Division Director

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Contact Name/Phone #: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (If Applicable): \$ 0.00
- D. Funds Requested to Date: \$ 0.00
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable): \$ 0.00
- G. Grant Balance: \$ 0.00
- H. ☐ GF ☐ GOB ☒ STB (attach wire if first draw)
- I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : 2023 (July 1, 2022-June 30, 2023)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. ☐ Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

- V. ☐ Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (if applicable)

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____ Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

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

Department Rep. Approver: _____

Title: _____ Project Manager

Signature: _____

Date: _____

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date: 11/28/2022

Report No: 11.

Submitted By: Deborah Osborne

Subject: Consider, and act upon, approval of a grant agreement from the New Mexico Department of Finance in the amount of \$340,000.00, to plan, design, and construct a block wall and replace perimeter fencing at Monte Vista Cemetery. *(Debbie Osborne, Grant Coordinator)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Grant award, no additional fiscal impact.

Recommendation: Approve acceptance of grant agreement.

Background: The City of Alamogordo applied for a capital outlay grant to plan, design and construct a block wall and to replace perimeter fencing at Monte Vista cemetery. The grant application was approved at the 2022 Legislative session and funding was awarded in the amount of \$340,000.00.

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **City of Alamogordo**, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 308, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

22-G2920 \$340,000.00 APPROPRIATION REVERSION DATE: June 30, 2026
Laws of 2022, Chapter 52, Section 30, Paragraph 308, Three Hundred Forty Thousand Dollars and Zero Cents (\$340,000.00), to plan, design and construct a block wall and to replace perimeter fencing at Monte Vista cemetery in Alamogordo in Otero county;

The Grantee's total reimbursements shall not exceed Three Hundred Forty Thousand Dollars and Zero Cents **(\$340,000.00)** to (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")²⁰³, if applicable, Zero Dollars and Zero Cents **(\$0.00)**, which equals Three Hundred Forty Thousand Dollars and Zero Cents **(\$340,000.00)** (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse²⁰⁴ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or

²⁰³ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²⁰⁴ "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Alamogordo
Name: Debbie Osborne
Title: Grant Coordinator
Address: City of Alamogordo, 1376 E. 9th Street, Alamogordo, NM, 88310
Email: dosborne@ci.alamogordo.nm.us
Telephone: (575)439-4257

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

Grantee: City of Alamogordo
Name: Veronica Ortega
Title: Community Services Director
Address: City of Alamogordo, 1376 E. 9th Street, Alamogordo, NM, 88310
Email: vortega@ci.alamogordo.nm.us
Telephone: 575-439-4324

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

Department: DFA/Local Government Division
Name: Maureen Ayers
Title: Program Manager
Address: Bataan Memorial Bldg. Room 202, Santa Fe, NM 87501
Email: maureen.ayers@dfa.nm.gov
Telephone: 505-470-0977

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

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

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

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

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Alamogordo** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Alamogordo’s** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Alamogordo** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Alamogordo** or the Department.”

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

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

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

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Alamogordo
Entity Name

By: Susan L. Payne
(Type or Print Name)

Its: Mayor
(Type or Print Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Division Director

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount (If Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (If Applicable): \$ 0.00
G. Grant Balance: \$ 0.00
H. ☐ GF ☐ GOB ☒ STB (attach wire if first draw)
I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : 2023 (July 1, 2022-June 30, 2023)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (if applicable)

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____ Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

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

Department Rep. Approver: _____

Title: _____ Project Manager

Signature: _____

Date: _____

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date: 11/28/2022

Report No: 12.

Submitted By:

Subject: Consider, and act upon, approval of a grant agreement from the New Mexico Department of Finance in the amount of \$300,000.00, to plan, design and construct improvements at Alameda Park Zoo. *(Debbie Osborne, Grant Coordinator)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve acceptance of grant agreement.

Background: The City of Alamogordo submitted a capital outlay application to plan, design and construct improvements at Alameda Park Zoo. The application was approved at the 2022 Legislative session and funding was awarded in the amount of \$300,000.00.

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **City of Alamogordo**, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 306, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

22-G2918 \$300,000.00 APPROPRIATION REVERSION DATE: June 30, 2026
Laws of 2022, Chapter 52, Section 30, Paragraph 306, Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), to plan, design and construct improvements at Alameda park zoo in Alamogordo in Otero county;

The Grantee's total reimbursements shall not exceed Three Hundred Thousand Dollars and Zero Cents (**\$300,000.00**) to (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")²⁰¹, if applicable, Zero Dollars and Zero Cents (**\$0.00**), which equals Three Hundred Thousand Dollars and Zero Cents (**\$300,000.00**) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse²⁰² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or

²⁰¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²⁰² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Alamogordo
Name: Debbie Osborne
Title: Grant Coordinator
Address: City of Alamogordo, 1376 E. 9th Street, Alamogordo, NM, 88310
Email: dosborne@ci.alamogordo.nm.us
Telephone: (575)439-4257

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

Grantee: City of Alamogordo
Name: Veronica Ortega
Title: Alamogordo Community Services Director
Address: City of Alamogordo, 1376 E. 9th Street, Alamogordo, NM, 88310
Email: vortega@ci.alamogordo.nm.us
Telephone: 575-439-4324

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

Department: DFA/Local Government Division
Name: Maureen Ayers
Title: Program Manager
Address: Bataan Memorial Bldg. Room 202, Santa Fe, NM 87501
Email: maureen.ayers@dfa.nm.gov
Telephone: 505-470-0977

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

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

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

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

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Alamogordo** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Alamogordo’s** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Alamogordo** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Alamogordo** or the Department.”

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

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

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

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Alamogordo
Entity Name

By: Susan L. Payne
(Type or Print Name)

Its: Mayor
(Type or Print Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Division Director

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Contact Name/Phone #: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (If Applicable): \$ 0.00
- D. Funds Requested to Date: \$ 0.00
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable): \$ 0.00
- G. Grant Balance: \$ 0.00
- H. ☐ GF ☐ GOB ☒ STB (attach wire if first draw)
- I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : 2023 (July 1, 2022-June 30, 2023)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. ☐ Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

- V. ☐ Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (if applicable)

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____ Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

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

Department Rep. Approver: _____

Title: _____ Project Manager

Signature: _____

Date: _____

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date: 11/29/2022

Report No: 13.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2022-49 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of December 6, 2022. (*Evelyn Huff, Finance Director*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

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

Revenues \$ 374,545 Increase

Expenditures \$ 874,700 Increase

Transfers In \$ 205,672 Increase

Transfers Out \$ 205,672 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 2022-49 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. 2022-49

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 December 6, 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 December 6, 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 6th day of December 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:

Ashley N. Smith, City Attorney

**ALL FUNDS SUMMARY
BUDGET 2022-2023**

1/12TH REQ RSRV
1,706,384
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
3,038,025

FY23 BUDGET - RESOLUTION 2022-49 (#6) DECEMBER 6, 2022

FUND NO.	FY 2022-2023 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	20,482,557	846,208	13,198,604	(12,352,396)	20,476,604	5,213,154	2,175,129	3,038,025
12	INTERNAL SERVICE FUND	24,496	316,531	5,541,367	0	5,541,367	5,872,394	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	426,175	0	69,520	(69,520)	598,940	356,796		\$356,796
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	3,699,882	0	0	0	3,382,520	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	6,896,442	0	6,896,442	7,447,933	18,663		\$18,663
33	FIRE PROTECTION	907,446	740,788	0	0	0	1,557,671	90,563		\$90,563
35	HIDTA GRANT FUND	0	16,048	0	0	0	16,048	0		\$0
36	LAW ENFORCEMENT FUND	11,664	82,000	0	0	0	93,664	0		\$0
37	STATE HIGHWAY FUND	101,774	52,583	0	0	0	57,581	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	3,722,863	(3,722,863)	24,299	1,945,862	252,119	\$1,693,743
44	TRANSPORTATION FUND	5,822	1,131,823	4,489,457	264,025	4,225,432	5,286,485	76,592		\$76,592
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	1,945,315	(1,945,315)	1,424,568	3,275,427	268,391	\$3,007,036
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	16,239	0	16,239	16,239	21,967		\$21,967
56	99 GRT FLOOD CONTROL BOND PROJ	109	0	586,702	0	586,702	366,875	219,936		\$219,936
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	452,472	2,331		\$2,331
69	1994 GROSS RECEIPTS	3,345,432	1,925,513	0	1,943,033	(1,943,033)	24,299	3,303,613	553,051	\$2,750,562
71	ALAMO SENIOR CENTER	430	918,260	926,366	0	926,366	1,826,587	18,469		\$18,469
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	13,772,451	2,142,063	2,350,678	(208,615)	17,196,011	11,467,199	1,463,850	\$10,003,349
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	150,000	0	150,000	152,000	399,104		\$399,104
89	ESGRT .0625%	2,282,812	494,876	0	764,146	(764,146)	1,027,433	986,109		\$986,109

**ALL FUNDS SUMMARY
BUDGET 2022-2023**

1/12TH REQ RSRV
1,706,384
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining

3,038,025

FY23 BUDGET - RESOLUTION 2022-49 (#6) DECEMBER 6, 2022

FUND NO.	FY 2022-2023 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
90	GOLF COURSE	63,461	1,593,400	613,047	0	613,047	2,262,669	7,239		\$7,239
91	AIRPORT	42,900	206,141	127,000	33,052	93,948	323,583	19,406		\$19,406
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	84,177	0	65,600	(65,600)	52,373	513,208		\$513,208
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	1,010,451	0	0	0	200,255	6,387,406		\$6,387,406
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	4,041,583	(4,041,583)	3,719,867	10,735,506	534,452	\$10,201,054
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
125	CANNABIS GRT	0	204,000	96,000	0	96,000	300,000	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	64,135,353	28,919,127	28,919,127	0	95,379,685	56,919,602	6,069,485	50,850,117

ALL FUNDS SUMMARY

BUDGET 2022-2023

1/12TH REQ RSRV

1,706,384

1/12TH REQ RSRV

0

Fund Reserve Policy

468,745

Bal. Remaining

3,038,025

FY23 BUDGET - RESOLUTION 2022-49 (#6) DECEMBER 6, 2022

FUND NO.	FY 2022-2023 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	20,124,249	813,208	13,113,932	(12,300,724)	19,885,674	5,497,448	2,175,129	3,322,319
	Revision #4-PSAP Project					0	200,000	(200,000)		(200,000)
	Revision #6-Parks & Recreation Director				84,672	(84,672)		(84,672)		(84,672)
	Revision #7-Sale of Scrap		378			0		378		378
	Revision #8-Animal Control Donation		150			0	150	0		0
	Revision #10-APD Evidence Alarm System			33,000		33,000	33,000	0		0
	Revision #11-Opioid Lawsuit Settlement		207,780			0	207,780	0		0
	Revision #12-Otero County CIT Reimb.		150,000			0	150,000	0		0
	Total Revised Fund 11	17,559,597	20,482,557	846,208	13,198,604	(12,352,396)	20,476,604	5,213,154	2,175,129	3,038,025
12	INTERNAL SERVICE FUND	24,496	315,433	5,541,367	0	5,541,367	5,871,296	10,000		10,000
	Revision #7-Sale of Scrap		1,098			0	1,098	0		0
	Total Revised Fund 12	24,496	316,531	5,541,367	0	5,541,367	5,872,394	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		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	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	426,175		69,520	(69,520)	588,940	366,796		366,796
	Revision #2-Civic Center Security System					0	10,000	(10,000)		(10,000)
	Total Revised Fund 20	599,081	426,175	0	69,520	(69,520)	598,940	356,796		356,796
21	D.A.R.E. DONATIONS FUND	23,702	1,142			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	3,699,882			0	3,382,520	317,362		317,362
	Total Revised Fund 24	0	3,699,882	0	0	0	3,382,520	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	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		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	556,702	6,808,770	0	6,808,770	7,360,261	18,663		18,663
	Revision #5-Library HVAC Project Increase			3,000		3,000	3,000	0		0
	Revision #6-Parks & Recreation Director			84,672		84,672	84,672	0		0
	Total Revised Fund 32	13,452	556,702	6,896,442	0	6,896,442	7,447,933	18,663		18,663
33	FIRE PROTECTION	907,446	740,788			0	1,557,671	90,563		90,563
	Total Revised Fund 33	907,446	740,788	0	0	0	1,557,671	90,563	0	90,563
35	HIDTA GRANT FUND	0	16,048			0	16,048	0		0
	Total Revised Fund 35	0	16,048	0	0	0	16,048	0		0
36	LAW ENFORCEMENT FUND	11,664	82,000			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	52,583			0	57,581	96,776		96,776
	Total Revised Fund 37	101,774	52,583	0	0	0	57,581	96,776		96,776
38	TRAFFIC SAFETY FUND	59,666	10,422			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	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		3,722,863	(3,722,863)	24,299	1,945,862	252,119	1,693,743
	Total Revised Fund 42	3,775,451	1,917,573	0	3,722,863	(3,722,863)	24,299	1,945,862	252,119	1,693,743
44	TRANSPORTATION FUND	5,822	1,131,823	4,404,457	264,025	4,140,432	5,116,485	161,592		161,592
	Revision #1-Streets Radar Speed Signs			85,000		85,000	85,000	0		0
	Revision #3-Facilities Energy Audit					0	85,000	(85,000)		(85,000)
	Total Revised Fund 44	5,822	1,131,823	4,489,457	264,025	4,225,432	5,286,485	76,592		76,592
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		1,945,315	(1,945,315)	1,424,568	3,275,427	268,391	3,007,036
	Total Revised Fund 49	4,708,800	1,936,510	0	1,945,315	(1,945,315)	1,424,568	3,275,427	268,391	3,007,036
50	PROPERTY ACQUISITION	85,009	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	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	16,239		16,239	16,239	21,967		21,967
	Total Revised Fund 54	21,967	0	16,239	0	16,239	16,239	21,967		21,967
56	99 GRT FLOOD CONTROL BOND PROJ	109	0	586,702	0	586,702	366,875	219,936		219,936
	Total Revised Fund 56	109	0	586,702	0	586,702	366,875	219,936		219,936
59	REVENUE BOND P & I FUND	162,267	300	2,406,935		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		293,000	(293,000)	6,075	1,494,310		1,494,310
	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	452,472	2,331		2,331
	Total Revised Fund 63	0	0	483,713	28,910	454,803	452,472	2,331		2,331
69	1994 GROSS RECEIPTS	3,345,432	1,925,513		1,907,033	(1,907,033)	24,299	3,339,613	553,051	2,786,562
	Revision #5-Library HVAC Project Increase				3,000	(3,000)		(3,000)		(3,000)
	Revision #10-APD Evidence Alarm System				33,000	(33,000)		(33,000)		(33,000)
	Total Revised Fund 69	3,345,432	1,925,513	0	1,943,033	(1,943,033)	24,299	3,303,613	553,051	2,750,562
71	ALAMO SENIOR CENTER	430	918,260	926,366	0	926,366	1,826,587	18,469		18,469
	Total Revised Fund 71	430	918,260	926,366	0	926,366	1,826,587	18,469		18,469
74	ALAMO SENIOR CENTER GIFT	138,296	13,282			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	13,772,451	2,142,063	2,350,678	(208,615)	17,196,011	11,467,199	1,463,850	10,003,349
	Total Revised Fund 81	15,099,374	13,772,451	2,142,063	2,350,678	(208,615)	17,196,011	11,467,199	1,463,850	10,003,349
82	98 JT WATER/SEWER BOND P&I	1,119,487	13,473	1,807,764		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	0	1,132,962
86	SOLID WASTE COLLECTION SYS.	771,643	2,454,909		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	150,000		150,000	152,000	399,104		399,104
	Total Revised Fund 88	398,101	3,003	150,000	0	150,000	152,000	399,104	0	399,104
89	ESGRT .0625%	2,282,812	494,876		764,146	(764,146)	1,027,433	986,109		986,109
	Total Revised Fund 89	2,282,812	494,876	0	764,146	(764,146)	1,027,433	986,109	0	986,109
90	GOLF COURSE	63,461	1,593,400	613,047	0	613,047	2,262,669	7,239		7,239
	Total Revised Fund 90	63,461	1,593,400	613,047	0	613,047	2,262,669	7,239	0	7,239
91	AIRPORT	42,900	191,141	127,000	33,052	93,948	308,583	19,406	0	19,406
	Revision #9-Runway Solar Lights State Grant		15,000			0	15,000	0		0
	Total Revised Fund 91	42,900	206,141	127,000	33,052	93,948	323,583	19,406	0	19,406
94	OTERO GREENTREE REG LANDFILL	3,655,124	1,263,067		4,276	(4,276)	2,818,914	2,095,001		2,095,001
	Total Revised Fund 94	3,655,124	1,263,067	0	4,276	(4,276)	2,818,914	2,095,001	0	2,095,001
96	SELF-INSURED FUND	547,004	84,177		65,600	(65,600)	52,373	513,208		513,208
	Total Revised Fund 96	547,004	84,177	0	65,600	(65,600)	52,373	513,208	0	513,208
98	PAYROLL CLEARING	216,796	0			0		216,796		216,796
	Total Revised Fund 98	216,796	0	0	0	0	0	216,796	0	216,796
104	UTILITY DEPOSITS	624,156	0			0		624,156		624,156
	Total Revised Fund 104	624,156	0	0	0	0	0	624,156	0	624,156
105	ECONOMIC DEVELOPMENT	5,577,210	1,010,312			0	200,255	6,387,267		6,387,267
	Revision #7-Sale of Scrap		139			0		139		139
	Total Revised Fund 105	5,577,210	1,010,451	0	0	0	200,255	6,387,406		6,387,406
107	SELF INSURED/LIABILITY	1,134,195	5,842			0	535,000	605,037		605,037
	Total Revised Fund 107	1,134,195	5,842	0	0	0	535,000	605,037	0	605,037
109	2004 GRT CAPITAL OUTLAY	14,557,615	3,939,341		3,956,583	(3,956,583)	3,719,867	10,820,506	534,452	10,286,054
	Revision #1-Streets Radar Speed Signs				85,000	(85,000)		(85,000)		(85,000)
	Total Revised Fund 109	14,557,615	3,939,341	0	4,041,583	(4,041,583)	3,719,867	10,735,506	534,452	10,201,054
114	SIDEWALKS REVOLVING LOANS	144,232	1,249			0		145,481		145,481
	Total Revised Fund 114	144,232	1,249	0	0	0	0	145,481	0	145,481
115	CORP ESCROW ACCOUNT RESERVE	1,000	0			0		1,000		1,000
	Total Revised Fund 115	1,000	0	0	0	0	0	1,000	0	1,000
119	2012 GRT REF/IMP REVBD	392,207	2,686			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	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	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	3,897,893	0		0
	Total Revised Fund 124	3,897,893	0	0	0	0	3,897,893	0		0
125	CANNABIS GRT	0	204,000	96,000		96,000	300,000	0		0
	Total Revised Fund 125	0	204,000	96,000	0	96,000	300,000	0		0

FUND NO.	PROJECT NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #1						
This budget revision is to add funds to purchase 20 radar speed signs for Streets Division.						
109	STREET CAPITAL GRT FUND					
		<i>Transfers Out</i>				
		109-0000-491.18-44	Trans to (44) Transportation	1,000,606	85,000	1,085,606
			Total Transfers Out	1,000,606	85,000	1,085,606
44	TRANSPORTATION FUND					
		<i>Transfers In</i>				
		044-0000-391.91-09	Trans fr (109) 2004 GRT	1,000,606	85,000	1,085,606
			Total Transfers In	1,000,606	85,000	1,085,606
		<i>Expenditures</i>				
		044-5203-431.50-50	Equipment - Non Capital	8,000	85,000	93,000
			Total Expenditures	8,000	85,000	93,000
REVISION #2						
This budget revision is to add funds for the purchase & installation of a security system at the Civic Center.						
20	LODGER'S TAX-CITY'S SHARE FUND					
		<i>Expenditures</i>				
		020-0006-454-50-50	Equipment - Non Capital	2,299	10,000	12,299
			Total Expenditures	2,299	10,000	12,299
REVISION #3						
This budget revision is to add funds for an Investment Grade Energy Audit for all City facilities.						
44	TRANSPORTATION FUND					
		<i>Expenditures</i>				
		PW2309 044-1803-431.57-34	Contract Services	6,619	85,000	91,619
			Total Expenditures	6,619	85,000	91,619
REVISION #4						
This budget revision is to add funds for ongoing PSAP project as based on Otero County estimates.						
11	GENERAL FUND					
		<i>Expenditures</i>				
		PSAP 011-4104-420.65-70	Facility Improvements	400,000	200,000	600,000
			Total Expenditures	400,000	200,000	600,000
REVISION #5						
This budget revision is for additional funding to cover increased cost after bidding process for Library HVAC Project.						
69	94 GROSS RECEIPTS TAX FUND'					
		<i>Transfers Out</i>				
		069-0000-491.18-32	Trans to (32) Community Services	84,412	3,000	87,412
			Total Transfers Out	84,412	3,000	87,412
32	COMMUNITY SERVICES FUND					
		<i>Transfers In</i>				
		032-0000-391.19-69	Trans fr (69) '94 GRT	84,412	3,000	87,412
			Total Transfers In	84,412	3,000	87,412
		<i>Expenditures</i>				
		CS2322 032-7101-455.65-70	Facility Improvements	84,412	3,000	87,412
			Total Expenditures	84,412	3,000	87,412
REVISION #6						
This budget revision is to create a department and budget for new Parks & Recreation Director.						
11	GENERAL FUND					
		<i>Transfers Out</i>				
		011-0000-491.18-32	Trans to (32) Community Services	6,338,862	84,672	6,423,534
			Total Transfers Out	6,338,862	84,672	6,423,534
32	COMMUNITY SERVICES FUND					
		<i>Transfers In</i>				
		032-0000-391.19-11	Trans fr (11) General	6,338,862	84,672	6,423,534
			Total Transfers In	6,338,862	84,672	6,423,534
		<i>Expenditures</i>				
		032-1803-450.20-01	Supervisory	0	21,000	21,000
		032-1803-450.20-02	Operational	0	18,450	18,450
		032-1803-450.20-10	Retirement	0	6,400	6,400
		032-1803-450.20-12	Retiree Health Care	0	850	850
		032-1803-450.20-15	Social Security	0	3,250	3,250
		032-1803-450.20-25	Group Health Insurance	0	32,452	32,452
		032-1803-450.20-30	Worker's Compensation	0	250	250
		032-1803-450.20-31	Worker's Comp Admin Fee	0	20	20
		032-1803-450.30-40	Office Supplies	0	1,000	1,000
		032-1803-450.47-41	Cellular Phone Service	0	1,000	1,000
			Total Expenditures	0	84,672	84,672
REVISION #7						
This budget revision is to record Sale of Scrap for May and June.						
11	GENERAL FUND					
		<i>Revenues</i>				
		PURROC 011-0000-316.15-05	Sale of Scrap	61	378	439
			Total Revenues	61	378	439
12	INTERNAL SERVICE FUND					
		<i>Revenues</i>				
		012-3303-316.15-05	Sale of Scrap	0	1,098	1,098
			Total Revenues	0	1,098	1,098
		<i>Expenditures</i>				
		CERFAC 012-3303-419.61-60	CER Equipment Replacement	424,353	1,098	425,451
			Total Expenditures	424,353	1,098	425,451
105	ECONOMIC DEVELOPMENT FUND					
		<i>Revenues</i>				
		105-0000-316.15-05	Sale of Scrap	0	139	139
			Total Revenues	0	139	139

REVISION #8

This budget revision is to record a donation received from the public at Animal Control for pet adoptions.

11 GENERAL FUND			
<i>Revenues</i>			
PSACO2	011-3804-314.13-36	Donations	
		<i>Total Revenues</i>	1,259 150 1,409
			1,259 150 1,409
<i>Expenditures</i>			
PSACO2	011-3804-429.33-26	Designated Materials	
		<i>Total Expenditures</i>	2,865 150 3,015
			2,865 150 3,015

REVISION #9

This budget revision is to provide funding for the installation of runway solar lights.

91 AIRPORT FUND			
<i>Revenues</i>			
AP2302	091-0000-317.16-13	State Grant	
		<i>Total Revenues</i>	0 15,000 15,000
			0 15,000 15,000
<i>Expenditures</i>			
	091-0006-459.45-55	Paving & Ground Maintenance	5,000 (5,000) 0
	091-0006-459.57-57	Consultant Fees	10,000 (10,000) 0
AP2302	091-0006-459.33-05	Airport Maintenance Fees	0 30,000 30,000
		<i>Total Expenditures</i>	15,000 15,000 30,000
			15,000 15,000 30,000

REVISION #10

This budget revision is for additional funding to cover completion of alarm system for the Oregon School APD Evidence Storage.

69 94 GROSS RECEIPTS TAX FUND'			
<i>Transfers Out</i>			
	069-0000-491.18-11	Trans to (11) General	
		<i>Total Transfers Out</i>	747,608 33,000 780,608
			747,608 33,000 780,608

11 GENERAL FUND			
<i>Transfers In</i>			
PW2005	011-0000-391.19-69	Trans fr (69)'94 GRT	
		<i>Total Transfers In</i>	56,940 33,000 89,940
			56,940 33,000 89,940
<i>Expenditures</i>			
PW2005	011-4104-420.65-70	Facility Improvements	
		<i>Total Expenditures</i>	57,171 33,000 90,171
			57,171 33,000 90,171

REVISION #11

This budget revision is to account for the opioid lawsuit settlement money received and will be used for the Dudley School project.

11 GENERAL FUND			
<i>Revenues</i>			
GC2303	011-4104-316.15-15	Reimbursements/Claims	
		<i>Total Revenues</i>	0 207,780 207,780
			0 207,780 207,780
<i>Expenditures</i>			
GC2303	011-2400-419.57-34	Contract Services	
		<i>Total Expenditures</i>	81,442 207,780 289,222
			81,442 207,780 289,222

REVISION #12

This budget revision is to account for reimbursement of CIT services from Otero County and will be used to provide services in expanded areas.

11 GENERAL FUND			
<i>Revenues</i>			
	011-4104-316.15-15	Reimbursements/Claims	
		<i>Total Revenues</i>	207,780 150,000 357,780
			207,780 150,000 357,780
<i>Expenditures</i>			
	011-4104-420.31-30	Community Relations	
		<i>Total Expenditures</i>	5,300 150,000 155,300
			5,300 150,000 155,300

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date: 11/10/2022

Report No: 14.

Submitted By: Bob Johnson

Subject: Consider, and act upon, award of Public Works Bid no. 2022-007 to Mountain Air Heating & Cooling, related to the Replace 40 Ton HVAC Unit - Alamogordo Public Library project in an amount not to exceed \$86,686.20, including NMGR. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: \$86,686.20

Amount Budgeted: \$87,212.00

Fund: 032-7101-455.65-70 CS2322

Additional Fiscal Impact:

Recommendation: Approve the award.

Background: The project will consist of removing and replacing a 40 ton packaged HVAC unit, including disconnection and reconnection of electrical power, gas service, and the condensation drain line. The project was advertised on October 9 and October 16, 2022. Bids were opened on November 9, 2022. The bid tabulation is attached.

BID TABULATION
REPLACE 40 TON HVAC UNIT - ALAMOGORDO PUBLIC LIBRARY
PUBLIC WORKS BID NO. 2022-007
NOVEMBER 9, 2022 2:00 PM

ITEM NO.	QTY	UNIT	DESCRIPTION	Mountain Air Heating & Cooling		MGS Refrigeration, Heating & Cooling, Inc.		CAC, Inc.	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	1	LS	Replace 40 Ton HVAC Unit Alamogordo Public Library	\$80,265.00	\$80,265.00	\$90,801.00	\$90,801.00	\$116,800.00	\$116,800.00
NMGRT (8.0%)					\$80,265.00		\$90,801.00		\$116,800.00
					\$6,421.20		\$7,264.08		\$9,344.00
					\$86,686.20		\$98,065.08		\$126,144.00

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date: 11/08/2022

Report No: 15.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, the first publication of Ordinance 1664, amending Chapter 5, 17, and 34 of the Alamogordo Code of Ordinances concerning Alcohol and Cannabis Licenses and Fees. (*Brian Cesar, City Manager and Rachel Hughs, City Clerk*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for first publication.

Background:

Amendments

- Add the denial and revocation process go to the city commission
- Removing the Alamogordo Fire Department approval, the business would have already been inspected by the fire department during the business registration process

ORDINANCE NO. 1664**AN ORDINANCE AMENDING CHAPTERS
OF THE ALAMOGORDO CODE OF ORDINANCES
CONCERNING LICENSES AND FEES**

WHEREAS, the City Commission of the City of Alamogordo, New Mexico, acknowledges that a municipality may impose a license fee and require a separate license or each place of business; and,

WHEREAS, the City Commission of the City of Alamogordo, New Mexico, acknowledges that the State of New Mexico regulates Alcohol and Cannabis licenses; and,

WHEREAS, the City Commission of the City of Alamogordo, New Mexico, recognizes alcohol is sold at a place of business in the city that already has a business registration; and,

WHEREAS, the City Commission of the City of Alamogordo, New Mexico, recognizes Cannabis licenses are more appropriate under business registrations; and,

WHEREAS, the City Commission of the City of Alamogordo, New Mexico, considers it necessary to repeal Chapter 5 concerning Alcohol Beverages, and remove sections of Chapter 17 concerning Business Regulations and Licenses and Chapter 34 concerning Marijuana of the Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico, that Chapter 5 be repealed, the following section of Chapter 17 and the following sections of Chapter 34 be removed of the Code of Ordinances.

CHAPTER 5 ALCOHOLIC BEVERAGES**ARTICLE 5-01. ALCOHOLIC BEVERAGE DISPENSERS LICENSE****5-01-010. Required.**

~~The sale and possession for the purpose of selling, and the offering for sale of alcoholic beverages is hereby prohibited except by persons licensed within the area and upon the conditions specified in this chapter and other applicable provisions of this Code. Licenses with the City of Alamogordo are required to maintain any applicable Local, State, Federal, and other licensing to do business in the city.~~

5-01-020. Prerequisite for application.

~~A. Upon receipt of the state alcohol application, the city clerk shall determine if preliminary approval of the issuance or transfer of the license has been made pursuant to section 60-6B-4, N.M.S.A., 1978. Upon determining that such preliminary approval has been made, the city clerk shall set the application for hearing as provided in section 60-6B-4.~~

~~B. Applicant shall provide a copy the Alamogordo Fire Department's approved form.~~

5-01-030. Application.

~~Applications for a license to sell alcoholic beverages for a location within the city shall be made to the city clerk on a form prescribed by the city clerk. Each application shall be accompanied by an~~

application fee of seventy-five dollars (\$75) to cover the expense of publications. A copy of the state alcoholic beverage license, approved Fire Department form, and the applicable tax fee shall be submitted with the city application. Upon receipt of an application for a city license, the city clerk shall review the application, and if approved, within 2 (two) business days a license certificate will be issued. The license shall be conspicuously displayed at the place of business.

If, as a result of the review, it is determined that the issuance of the license is not in the interest of the health, safety and general welfare of the public, the applicant shall be given notice of denial. The applicant may present to the city manager reason for obtaining a license. If the city manager determines that issuance of the license is not in the best interest of the public health, safety, or welfare, the denial shall stand.

5-01-040. Tax.

The tax for licenses to sell alcoholic beverages are as follows:

Club, per annum \$250

Dispenser, per annum \$250

Restaurant, per annum \$250

Retailer, per annum \$250

Small Brewer, per annum \$250

Winegrower, per annum \$250

All licenses shall be issued annually pursuant to the Alcoholic Beverage Control Division dates. The license tax shall not be refunded or prorated. The above does not include any other fees.

5-01-050. Late renewal and expiration of a license.

Any licensee who fails to submit a properly completed renewal application, including applicable fees, and a copy of the current alcoholic beverage state license by the expiration date of the license, must pay a late renewal fee in the amount of ten dollars (\$10) per month for up to three months. The license shall be inactivated after three months of non-compliance of renewal. A license will be deemed expired upon default of renewal of the license expiration date.

5-01-060. Revocation.

The city manager or their designee may revoke a license issued pursuant to this chapter, where the license holder has been adjudged guilty of a violation of this chapter, or whenever the public health, safety or welfare requires revocation. Before revocation, the city clerk shall notify the holder of the license, in writing, of the proposed revocation, specifying the nature of the charges for which revocation is sought. The licensee shall have the right to appeal to the city manager as to why the license should not be revoked. If, the city manager determines that revocation of the license is in the best interest of the public health, safety and welfare, the license shall be revoked, and an order shall be entered revoking the license and stating the reasons to the applicant.

ARTICLE 5-02. TEMPORARY ALCOHOLIC BEVERAGE DISPENSERS

5-02-010. Required.

~~A. Applicant must present the State of New Mexico's Public Celebration Permit application or the Special Dispensers Permit application to the City Clerk's department.~~

~~B. The City Clerk's department will approve or disapprove within one (1) business day.~~

~~C. It is the responsibility of the applicant to follow Alcoholic Beverage Control Division guidelines and State Statutes.~~

~~ARTICLE 5-03. PENALTIES~~

~~Violation of any of the sections in this chapter shall be a misdemeanor punishable by up to five hundred dollars (\$500.00) per day and up to six (6) months in jail per day of each violation.~~

CHAPTER 34 MARIJUNA

~~ARTICLE 34-02. MARIJUANA LICENSES~~

~~34-02-010. -- Required.~~

~~The sale and possession for the purpose of selling, and the offering for sale of marijuana is hereby prohibited except by persons duly licensed within the area and upon the conditions specified in this chapter and other applicable provisions of this Code.~~

~~34-02-020. Application.~~

~~Applications for a license to sell marijuana within the city shall be made to the city clerk on a form prescribed by the clerk. Each application shall include a copy of the cannabis license for the location from the New Mexico Cannabis Control Division and shall be accompanied by a fee of fifty dollars (\$50.00) to cover the expense of investigations. An investigation shall be made of the applicant, the matters stated in the application, and for compliance by the applicant and the proposed location of the licensed premises for compliance with all applicable codes.~~

~~34-02-030. License Fee.~~

~~The fee for licenses per location is as follows:~~

~~Retailer license, per annum: — \$250.00~~

~~Producer license, per annum: — \$250.00~~

~~Manufacturer license, per annum: — \$500.00~~

~~All licenses shall be issued for the period January 1 to December 31. The license fee shall not be refunded or prorated. The above does not include business registration fees.~~

~~34-02-040. -- Revocation.~~

~~The city commission may, by a majority vote of all members elected, revoke any and all licenses for the sale of marijuana for the violation of any of the provisions of this chapter, after a public hearing and upon five (5) days' notice thereof.~~

CHAPTER 17 BUSINESS REGULATIONS AND LICENSES**ARTICLE 17-01A. BUSINESSES TO BE LICENSED****17-01A-050. License fees for certain businesses.**

All persons, firms, corporations, or associations engaged in any of the following pursuits, businesses and occupations shall, before commencing business, and before the expiration of the license each year thereafter, secure a license from the city clerk and pay the listed fee instead of the business registration required by this chapter:

~~Alcohol regulated by Chapter 5, per year \$250~~

Food vendors, per year \$35.00

~~Marijuana regulated by Chapter 34, per year \$250 and \$500~~

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:

Ashley Smith, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 12/6/2022

Report Date: 11/15/2022

Report No: 16.

Submitted By: Dylan Aleshire

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: One application was received. Staff recommends one (1) appointment to the Senior Volunteer Programs Advisory Council.

Background:

Senior Volunteer Programs Advisory Council

- Three (3) current vacancies.
- One (1) application by Russell Solano. If appointed, this will be his 1st term.

Airport Zoning Board

- 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 #5459

Date Submitted: 11/10/2022



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

First Name:*

Russell

Last Name:*

Solano

Phone Number:*

9472341373

Email Address:*

russanddianes@aol.com

Physical Address:*

3031 LOS ROBLES

City:*

Alamogordo

State:*

NM

Zip Code:*

88310

Is the above address within City Limits?*

☒ Yes

☐ No

Mailing Address:*

3031 LOS ROBLES

City:*

Alamogordo

State:*

NM

Zip Code:*

88310

Present Employer:*

Retired Police Captain City of Detroit

Job Title:

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

Mayor's Committee on Aging

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

Senior Volunteer Programs Advisory Council

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:*

I am a retired senior citizen current member of AARP and a volunteer with the meals on wheels program here in Alamogordo. During my 29 years on the Derroit Police Dept I severed on and interacted with multiple community based organizations

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

I am interested in senior citizen issues involving health care costs, finance, health and well being, ect.