



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

April 11, 2023 - 6:30 PM

Donald E. Carroll City 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. Purple Up Day for the Military Child Proclamation. (Susan Payne, Mayor)

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

2. Approve the minutes for the March 28, 2023, Regular Commission meeting. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, the award of IFB 2023-02 Dry Barrel Fire Hydrants to Morrison Supply Company in the amount of \$258,049.76 excluding tax. *(Barbara Pyeatt, Purchasing Manager)*
4. Consider, and act upon, acceptance of a grant agreement from the New Mexico Economic Development Department in the amount of \$1,900,000.00 for the Alamogordo MainStreet Great Blocks Project. *(Debbie Osborne, Grant Coordinator)*
5. Consider, and act upon, approval of Resolution No. 2023-13, Requesting Approval from NMDFA, LGD, for the Disposition of Alamogordo Police Department Vehicle Unit 1884, a 2021 Ford Explorer, by Way of Auction as Salvage. *(Richard Denton, Police Chief)* **(Roll Call Vote Required)**
6. Consider, and act upon, Resolution 2023-14 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 April 11, 2023. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**
7. Consider, and act upon, an amendment to the grant funding from the Non-Metro Area Agency on Aging FY23 contract, specifically for the Evidence-based Health program. The purpose of the amendment is to revise the original contract amount from \$484,825.86 to \$472,343.46, thereby **decreasing** the total dollar amount by \$12,482.40. *(Magdalena Morales, ASC Manager / Veronica Ortega, Community Services Director)*.

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

8. Consider, and act upon, Golf Course Fee Update. *(Grant Dalpes, G&L Golf Pro)*
9. Consider, and act upon, the proposed recommendations by the City Charter Committee. *(Benjamin Luna Jr., Chairman of the City Charter Committee)*

EXECUTIVE SESSION

10. Adjourn into Executive Session in compliance with 10-15-1(H)(2) NMSA (as amended) to discuss limited personnel matters: City Manager Evaluation. *(Susan Payne, Mayor)* **(Roll Call Vote Required)**

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/11/2023

Report Date: 04/07/2023

Report No: 1.

Submitted By: Dylan Aleshire

Subject: Purple Up Day for the Military Child Proclamation. (*Susan Payne, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/11/2023

Report Date: 04/07/2023

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the March 28, 2023, 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., DONALD E. CARROLL COMMISSION CHAMBERS
March 28, 2023**

**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 Deputy City Clerk. Mayor Pro-Tem Dusty Wright was absent. Deputy City Clerk Aleshire announced there was a quorum present. Invocation was given by Pastor John Krall and the Pledge of Allegiance was led by Commissioner Burnett.

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Cliff Wilson said there are four real main ways to get around this town, walking, cycling, car, and public transit. He said that traffic engineers talk about three main things, safety, traffic flow, and cost. He said most people would put safety first, cost, and traffic flow. Old traffic engineers in the 1960's prioritized traffic flow, cost, then safety. Take our town, for example; we have a lot of right-hand turn lanes, which are extremely dangerous. When most people stop at a stoplight, they go into the crosswalk, so the person on the right side has to scoot in front to see who is coming. So that person is not looking for the pedestrian, in danger for looking left, and then people usually run it. That is just one thing. Another thing was the child hit on Florida. He said there are many ways to design our streets that are safer, like you could make ten-foot-wide lanes. It should have been a school zone at that spot because it is only safe during school zone hours, but most people don't obey the school zone speed limits. He said it not the police's job to monitor everything, a better way would be raised crosswalks. It is safer and better. There are also ways to do curb extensions. He said he sent information to the City Commission but has heard nothing back.

Mayor Payne asked City Manager Cesar to talk about the upcoming Master Plan. City Manager Cesar said we had the draft in pavement condition, but it is not really talking about the things Mr. Wilson is discussing. City Manager Cesar said Mr. Wilson should send the things he previously sent to the Commission to his office, and he would get it to the Public Works Director and Engineering Department. Those are things that have been looked at in previous project, but it hasn't been incorporated until the last few.

CITY MANAGER'S REPORT

City Manager Cesar made the following remarks:

1. He said this Saturday, April 1st, the pool at the REC center will open with limited hours. As we get into the summer season, those hours will be expanded.

2. Easter in the Park is on Saturday, April 8th, from 10 AM to 1PM at Washington Park. There was some confusion regarding an old form on our website. The old form said that no items could be sold by vendors, but that was incorrect. The correct posting and a new PSA both went out. If you get any calls from people who want to do vending at Easter in the Park, yes, they can sell food, items etcetera.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Rardin made the following comments:

He asked if we have a current policy as far as patching and holes; if we don't, we need to implement one. He said there had been holes on Mountain View for three months. City Manager Cesar said it was supposed to have been patched last week. It alternates between street patching or filling the holes behind water breaks. He said he was aware of approximately eighty-four outstanding patches. A portion of those were done via contract to give the Department time to catch up. He said he asked about the patches on Mountain View, and those are now scheduled to be done on Monday. Commissioner Rardin said the constituent in that area called him before Christmas. City Manager Cesar said that water breaks and patching are prioritized. The ones on Mountain View are a lower priority compared to something on Washington or 10th Street. There are things in place to set a time. We could make guarantees if we had a batch plant and were making our hot mix and concrete, but we don't do that. At times, we are at the mercy of the supplier. He is not saying the supplier is the only reason these haven't been patched; we have had quite a number of main and service line failures. It is a lot quicker to tear something out, fill the hole, and move onto the next, then come back and do the finish work. The Street Department will be caught up, and hopefully, stay caught up. If they start to get behind, they will implement the contract earlier to one of the locals that can do that work.

Commissioner Melton made the following comments:

He asked for a status update on Paiute Park. Assistant City Manager Hernandez said that the equipment was deemed unsafe and costly to replace at Paiute Park. They are going to fill it in and make a green space with BBQ grills. It will no longer be a playground but a green space for people to gather. Commissioner Melton said so it wasn't the foundation that made it unsafe. Assistant City Manager Hernandez said no, it was the play structures. She said she believed Commissioner Melton sent an email, and the Public Works Director contacted the individual. Mayor Payne said she was disappointed that wouldn't be a playground anymore. It is utilized multiple times every day. Assistant City Manager Hernandez said we came up with a cost-effective solution in that green space, but with all the pocket parks and equipment that hasn't been maintained and ADA-compliance with anything we do to it, it just wasn't feasible for us to replace it. The green space will still be for families and kids. Commissioner Rardin asked how much money it would cost to replace it. Assistant City Manager Hernandez said she did not know. Mayor Payne said she thought we were replacing it and was telling everyone that. Commissioner Rardin said staff needed to get numbers and let the Commission decide. Commissioner Melton said he lived in that neighborhood, and the biggest feedback he heard was that it was the only kid-centric area. So making it a place for community BBQ is great, but we already have that with Desert Foothills. Assistant City Manager Hernandez said she believed they would put some concrete slabs for cornhole. Commissioner Rardin repeated that he wanted to see some numbers on that area. Assistant City Manager Hernandez said we could send those out. Commissioner Rardin said those structures aren't that expensive, and perhaps they could be scaled down. Mayor Payne said it was well-utilized and worth spending more money for something like that. Commissioner Rardin said now is an opportune time with budgets coming up.

Mayor Payne made the following comments:

She said the Mayor of Las Cruces invited her to his last State of the City Address. He has been the Mayor for the last sixteen years. She thought about some of the things he said, and we are doing a lot of those things here. Everything must be done in order, and she liked how we were doing it.

CONSENT AGENDA

- 1. Approve the minutes for the March 14, 2023, Regular Commission meeting. (Rachel Hughs, City Clerk)**
- 2. Consider, and act upon, the approval of the application for the Law Enforcement Protection Fund. (Richard Denton, Chief of Police)**
- 3. Consider, and act upon, acceptance of an NM DOT Aviation Division grant agreement in the amount of \$6,005.00. (Veronica Ortega, Community Services Director)**

Commissioner Rardin moved to approve the Consent Agenda.

Commissioner Paul seconded the motion.

Roll Call Vote was taken.

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

NEW BUSINESS

- 4. Consider, and act upon, Ordinance 1675 Case Z-2023-0002(A) for first publication of a map amendment to change the current zoning of C-3 Business to M-1 Light Industrial, the property location is 6061/2 US Hwy 70 West. (Stella Rael, City Planner) (Roll Call vote Required)**

City Planner Rael presented the zoning case and process to the Commission to change the zoning from C-3 Business District to M-1 Light Industrial District. She said this request was because the property owners were looking to sell the property, and the new potential owners wanted to place a cannabis cultivation and manufacturing business there. She said it was 606 ½ because a new Lavelle address wasn't created when the original parcel was split, and they created two lots. She said she intended to correct that. She said the legal ad was placed in the Alamogordo Daily News, and three letters were mailed by certified return receipt to all property owners of record within two hundred and fifty feet, excluding public right-of-way. As of today, there were no letters or phone calls of opposition.

Mayor Payne asked if there was another property. City Planner Rael said yes, it was 1408 Black Street. Mayor Payne asked if this was the same business. The representative for the owners, Christian Lita, confirmed that it was.

Commissioner Rardin asked if they couldn't have cannabis growing under C-3. City Planner Rael said no. With the rewrite of Chapter 29, our zoning ordinance, we are changing cannabis cultivation and manufacturing to our light industrial or industrial area. She said she made the process of doing this so they can comply in the near future. Commissioner Rardin said they would comply anyway because it would be grandfathered in. City Planner Rael said yes, but we give the best advice we can to not cause any problems for new businesses coming into town.

Mayor Payne asked if the building had permitting from the City to be built. City Planner Rael said that was way before her time, but she was sure it was looked at.

Commissioner Melton said that in the letter sent to the surrounding property owners, were they notified this could result in a cannabis business? City Planner Rael said they knew what it was going to be. There were no phone calls or letters of opposition.

Commissioner Paul moved to approve.

Commissioner Rardin seconded the motion.

Roll Call Vote was taken.

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

5. Consider, and act upon, Case V-2023-0001(A); property owners Donald & Evelyn Carlson are requesting to reduce the rear setback line from thirteen (13) feet to ten feet two inches (10'2") to accommodate the split of this parcel into two separate lots. (Stella Rael, City Planner)

City Planner Rael presented the case and said the area was at the corner of Alaska Avenue and Crouch. She said that the property owners are looking to split that parcel and want to sell one set of apartments. By splitting the parcel and meeting our requirements, everything worked except the ones facing Alaska. They will meet the front and side setbacks, but they won't meet the rear. The rear setback should be thirteen feet, and they can only get up to ten feet to accommodate the split, so that is what the variance is about. She said she sent out twenty-eight letters to surrounding property owners and didn't receive any back. She received one phone call where they only wanted clarification on what was happening.

Commissioner Rardin asked how far off was the property line on the section that said twenty-seven feet. City Planner Rael said five feet. He asked if that was a side setback, and City Planner Rael said it was.

Commissioner Paul moved to approve.

Commissioner Burnett seconded the motion.

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

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

Mayor Payne read the openings and appointed Rebecca Miller, Stephen Butler, and Xochitl Valenzuela to the Senior Volunteer Programs Advisory Council. She also appointed Rosanna Heath to the Mayor's Committee on Aging. No one was opposed.

Commissioner Rardin moved to adjourn at 7:13 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 April 11, 2023.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/11/2023

Report Date: 04/03/2023

Report No: 3.

Submitted By: Barbara Pyeatt

Subject: Consider, and act upon, the award of IFB 2023-02 Dry Barrel Fire Hydrants to Morrison Supply Company in the amount of \$258,049.76 excluding tax. *(Barbara Pyeatt, Purchasing Manager)*

Fiscal Impact: 258,049.76

Amount Budgeted: \$0.00

Fund: 081-0000-142-0312

Additional Fiscal Impact:

Recommendation: Approve as submitted

Background: IFB 2023-02 was advertised on March 12, 2023, and opened on March 29, 2023. Three responsive bids were received. Morrison Supply Company, Core & Main, and Ferguson Waterworks.

This was awarded on an overall basis to the lowest bidder meeting specification and requirements.

Morrison Supply Company has accepted the 10% local bidder's preference. By accepting this offer, Morrison Supply will provide the City with Fire Hydrants at the lowest bidder's prices. These fire hydrants are used by the Utility Maintenance Department to replace damaged fire hydrants and will be issued by Central Receiving. Please refer to the attached bid tabulation.

BID TABULATION
Dry Barrel Fire Hydrant
IFB 2023-02
3/29/23 14:00

ITEM NO.	QTY EA	DESCRIPTION	Morrison Supply Alamogordo		Core & Main Las Cruces		Ferguson Waterworks Clow Albuquerque	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
1	18	3' Bury, 5 1/4", Dry-Barrel Fire Hydrant. Per/AWWA C502, most recent revision, 6" MJ inlet.2 opposing 2-1/2" male fire hose nozzle connections and 1, 4-1/2" male fire hose pumper nozzle connection. All with caps, gaskets, and chains. Counterclockwise to open. Color will be Fire Engine Red.	\$2,776.69	\$49,980.42	\$2,708.14	\$48,746.52	\$2,820.00	\$50,760.00
2	20	3'6" Bury, 5 1/4", Dry-Barrel Fire Hydrant. Per/AWWA C502, most recent revision, 6" MJ inlet.2 opposing 2-1/2" male fire hose nozzle connections and 1, 4-1/2" male fire hose pumper nozzle connection. All with caps, gaskets, and chains. Counterclockwise to open. Color will be Fire Engine Red	\$2,844.28	\$56,885.60	\$2,774.06	\$55,481.20	\$2,863.00	\$57,260.00
3	19	4' Bury, 5 1/4", Dry-Barrel Fire Hydrant. Per/AWWA C502, most recent revision, 6" MJ inlet.2 opposing 2-1/2" male fire hose nozzle connections and 1, 4-1/2" male fire hose pumper nozzle connection. All with caps, gaskets, and chains. Counterclockwise to open. Color will be Fire Engine Red.	\$2,912.59	\$55,339.21	\$2,840.00	\$53,960.00	\$2,945.00	\$55,955.00
4	18	4'6" Bury, 5 1/4", Dry-Barrel Fire Hydrant. Per/AWWA C502, most recent revision, 6" MJ inlet.2 opposing 2-1/2" male fire hose nozzle connections and 1, 4-1/2" male fire hose pumper nozzle connection. All with caps, gaskets, and chains. Counterclockwise to open. Color will be Fire Engine Red	\$2,979.57	\$53,632.26	\$2,906.06	\$52,309.08	\$3,000.00	\$54,000.00
5	16	5' Bury 5 1/4", Dry-Barrel Fire Hydrant. Per/AWWA C502, most recent revision, 6" MJ inlet.2 opposing 2-1/2" male fire hose nozzle connections and 1, 4-1/2" male fire hose pumper nozzle connection. All with caps, gaskets, and chains. Counterclockwise to open. Color will be Fire Engine Red	\$3,047.21	\$48,755.36	\$2,972.06	\$47,552.96	\$3,110.00	\$49,760.00
TOTAL BASE BID				\$264,592.85		\$258,049.76		\$267,735.00
Manufacturer			Clow		Mueller		Clow	

Morrison Supply Company
has accepted the 10% local
bidders preference and will
honor the lowest bidders
prices

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/11/2023

Report Date: 04/03/2023

Report No: 4.

Submitted By: Deborah Osborne

Subject: Consider, and act upon, acceptance of a grant agreement from the New Mexico Economic Development Department in the amount of \$1,900,000.00 for the Alamogordo MainStreet Great Blocks Project. *(Debbie Osborne, Grant Coordinator)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: There is no additional fiscal impact, a 20% In-kind match will be provided.

Recommendation: Accept the grant agreement from the New Mexico Economic Development Department for the construction of the Alamogordo MainStreet Great Blocks Project.

Background: Alamogordo MainStreet, in partnership with the City of Alamogordo, submitted a FY2023 New Mexico MainStreet Capital Outlay Public Infrastructure grant application to the New Mexico Economic Development Department, for the Alamogordo Great Blocks Project. Subsequently, the New Mexico Economic Development Department (NMEDD) granted an award of \$1,900,000.00 for the construction portion of the Great Blocks Project. In 2020, the City in partnership with Alamogordo MainStreet received a grant from NMEDD to design this project. The design is complete and ready to proceed to the construction phase. A 20% match is required. The City will provide the match contribution by performing in-kind services consisting of the replacement of utilities beneath the street and sidewalks in the area that comprises the Great Blocks Project. As of March 2023, the utility design is 60% complete and the current engineer's estimate of probable costs is \$1,293,524.64.

**STATE OF NEW MEXICO
DEPARTMENT OF ECONOMIC DEVELOPMENT DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 28th day of March, 2023, by and between the Economic Development Department, hereinafter called the “Department” or abbreviation such as “EDD”, and City of Alamogordo in partnership with and for the benefit of Alamogordo MainStreet, 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 17, Paragraph 1, 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, the Department has the authority to enter into grant agreements for the expenditure of legislative appropriations, as per Laws 2022, Chapter 53, section 17, Paragraph 1 and NMSA 1978, § 9-15-7 (2022).

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:

STB22A G2074 \$10,000,000.00

APPROPRIATION REVERSION DATE: 30-JUN-2026

Laws of 2022, Chapter 53, Section 17, Paragraph 1, ten million dollars (\$10,000,000.00), to plan, design, construct and improve infrastructure in downtown main street districts and in local arts and cultural districts statewide; and.

The Grantee’s total reimbursements shall not exceed one million, nine hundred thousand dollars (\$1,900,000.00) (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹ zero dollars (\$0), if applicable, which equals one million, nine hundred thousand dollars (\$1,900,000.00) (the “Adjusted Appropriation Amount”).

¹ 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.

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.” If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. (SEE ATTACHMENT A) 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 Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

² “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.

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: Bob Johnson
Title: Engineering Manager
Address: 1376 E. Ninth Street

Email: bjohnson@ci.alamogordo.nm.us
Telephone: 575-439-4235

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: Debbie Osborne
Title: Grant Coordinator
Address: 1376 E. Ninth Street
Email: dosborne@ci.alamogordo.nm.us
Telephone: 575-439-4257

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

Department: Economic Development Department
Name: Julie Blanke
Title: Program Planning Specialist
Address: EDD/Main Street, PO Box 20003, Santa Fe, NM 87504-5003
Email: Julie.blanke@state.nm.us
Telephone: 505-753-8860

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, 2025 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 in partnership with Alamogordo MainStreet may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Alamogordo in partnership with Alamogordo MainStreet’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 in partnership with Alamogordo MainStreet or the City or the Economic Development Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamogordo in partnership with Alamogordo MainStreet 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 an Economic Development Department Grant Agreement. Should the Economic Development Department early terminate the grant agreement, the City of Alamogordo in partnership with Alamogordo MainStreet 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 in partnership with Alamogordo MainStreet’s 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.

ARTICLE 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: Brian Cesar, City Manager
(Type or Print Name)

Date

Signature of MainStreet President

By: Claudia Loya
(Type or Print Name)

Date

ECONOMIC DEVELOPMENT DEPARTMENT

By:
Cabinet Secretary

Date

By:
Legal Counsel – Certifying legal sufficiency

Date

STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Form Exhibit 1									
I. Grantee Information (Make sure information is complete & accurate)					II. Payment Computation				
A. Grantee:					A. Payment Request No.				
B. Address:					B. Grant Amount:				
(Complete Mailing, including Suite, if applicable)					C. AIPP Amount (If Applicable):				
					D. Funds Requested to Date:				
					E. Amount Requested this Payment:				
					F. Reversion Amount (If Applicable):				
City State Zip					G. Grant Balance:				
C. Phone No:					H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)				
D. Grant No:					I. ☐ Final Request for Payment (if Applicable)				
E. Project Title:									
F. Grant Expiration Date:									
III. Fiscal Year : (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 know ledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.									
V. ☐ Compliance Certification: Under penalty of law , I hereby certify to the best of my know ledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.									
Grantee Fiscal Officer or Fiscal Agent (if applicable)					Grantee Representative				
Printed Name					Printed Name				
Date:					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					Division Project Manager				
Date					Date				

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: []

TO: Department Representative: []

FROM: Grantee: []

Grantee Official Representative: []

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: []

Grant Termination Date: []

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

Vendor or Contractor: []

Third Party Obligation Amount: []

Vendor or Contractor: []

Third Party Obligation Amount: []

Vendor or Contractor: []

Third Party Obligation Amount: []

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

Grant Amount (Minus AIPP if applicable): []

The Amount of this Notice of Obligation: []

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

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

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

Department Rep. Approver: []

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.



EXHIBIT 3 GRANTEE MATCH DETAIL FORM

to be completed by the Grantee and *submitted with each Payment Request Form*

The Grantee is required to provide a matching contribution valued at two dollars (\$2.00) in match for every ten dollars (\$10.00) of the total Grant Amount. At least sixty percent (60%) of the Grantee's match must be in the form of cash, and the remainder may be in the form of in-kind contributions by the Grantee. Communities receiving funds for Great Blocks on MainStreet construction-ready documents must provide a full 20% cash match. Grantees are expected to keep accurate and timely records documenting matching contributions. The Grantee Match Detail form must be included with each Request for Reimbursement.

An in-kind contribution is any service or item of cost that is necessary for the completion of the work and that has a verifiable and accountable economic value. Some examples of in-kind contributions include:

- MainStreet Executive Director's time dedicated to coordinating project activities;
- Value of the time and cost associated with assigning municipal staff to project activities;
- Items of cost borne by the municipality or one of the municipality's partners in the project;
- Cost of publicizing notices of meetings and events.

I. Grantee Information

Grant Number _____ Grantee _____

Title of Project _____ Total Grant Amount _____

Total Payment Request _____ Date of Request _____

II. Grantee Match Breakdown

Cash Match *specify dollar amount* _____

In-Kind Match *specify value* _____

Total Match for this Payment _____ Total Match to Date _____

III. Explanation of Grantee Match

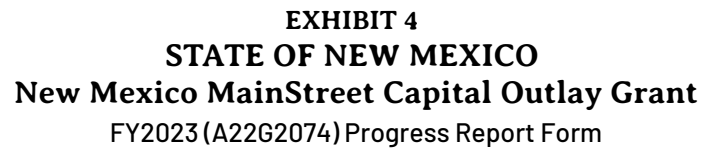
Provide a detailed explanation of grantee match for this payment

EXAMPLE

Item #	Description	Dollar Amount
1	Cash, GRT paid to contractor	\$3,500
2	In-Kind, MainStreet Manager's time: 30 hours at \$20.00/hour	\$600
	Total Match by Grantee for this Payment	\$4,100

To be filled out by Grantee

Item #	Description	Dollar Amount
1		
2		
3		
4		
	Total Match by Grantee for this Payment	



FINAL REPORT

Report Date _____

- Detailed budget breakdown of expenditures to date · if no expenditures to date, indicate your estimated timeline for spending the grant money

- Description of any problems or delays encountered

- Any other information that may be of assistance to the Economic Development Department in its evaluation of your progress

2. Grant Amount _____

Expended to Date _____

Grant Balance _____

I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with the Project description (Exhibit A) of the executed Grant Agreement, and in compliance with all other applicable state statutory/regulatory requirements.

Name/Title *please print*

Signature

Date

ATTACHMENT A
PROJECT DESCRIPTION & SCOPE OF WORK

Name of Grantee(s): City of Alamogordo in partnership with and for the benefit of Alamogordo MainStreet

Grant Amount: \$1,900,000.00. Grantee to provide 20% match contribution by performing in-kind services consisting of the replacement of utilities beneath the street and sidewalks in the area that comprises the Great Blocks project. As of March 2023, the utility design is 60% complete and the current engineer's estimate of probable costs is \$1,293,524.64.

Project Name: Great Blocks on MainStreet Construction

Project Description: Great Blocks on MainStreet construction: New York Avenue

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/11/2023

Report Date: 04/03/2023

Report No: 5.

Submitted By: Deborah Osborne

Subject: Consider, and act upon, approval of Resolution No. 2023-13, Requesting Approval from NMDFA, LGD, for the Disposition of Alamogordo Police Department Vehicle Unit 1884, a 2021 Ford Explorer, by Way of Auction as Salvage. *(Richard Denton, Police Chief)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No additional fiscal impact.

Recommendation: Approve Resolution No. 2023-13

Background: The Alamogordo Police Department has submitted a Fixed Asset Disposal Report for the disposal of a 2021 Ford Explorer, Unit #1884, VIN number 1FM5K8AC8MGC44866, 932 miles total, by way of auction as salvage. This vehicle was involved in a collision on June 16, 2022, and determined to be a total loss by Farmers Insurance Company of Arizona. This vehicle, along with the equipment installed in it, was purchased in May 2022, with funds received from capital outlay grant #21-F2821. As required by the grant agreement, disposition of any property less than 10 years old acquired under the grant must be approved by the New Mexico Department of Finance and Administration, Local Government Division.

RESOLUTION NO. 2023-13

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION, APPROVE THE DISPOSITION OF ALAMOGORDO POLICE DEPARTMENT VEHICLE UNIT #1884, A 2021 FORD EXPLORER, BY WAY OF AUCTION AS SALVAGE

WHEREAS, the City of Alamogordo, New Mexico, a municipal corporation, is requesting approval for the disposition of a 2021 Ford Explorer, Unit #1884, that was purchased with funds received from capital outlay grant #21-F2820; and,

WHEREAS, Unit #1884 was purchased in May 2022 and involved in a collision in June 2022; resulting in Farmers Insurance Company of Arizona determining that the vehicle was totaled, and,

WHEREAS, the purchase price of the vehicle was \$38,648.00 and the cost of the equipment installed in the vehicle, which was also purchased with funds from the same grant, totaled \$24,314.75; and,

WHEREAS, the insurance adjuster determined that the actual cash value of the vehicle was \$59,017.00, less salvage value of \$21,227.00, totaling \$37,790.00 and the comparative negligence was 80%; therefore, the net total of the settlement was \$30,232.00; and,

WHEREAS, the City of Alamogordo received the settlement payment on August 25, 2022. The equipment that was installed in Unit #1884 was also purchased with funds from capital outlay grant #21-F2820; however, it was not damaged and was removed to be used in another police vehicle. The Alamogordo Police Department has received the title for the vehicle; and,

WHEREAS, a Fixed Asset Disposal Report and the insurance documents have been reviewed by the Commission; and,

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Alamogordo Police Department's request for the disposition of Police Vehicle, Unit #1884, a 2021 Ford Explorer, by way of auction as salvage is appropriate; and,

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the New Mexico Department of Finance and Administration, Local Government Division, be requested to give its written approval for the disposition of Police Vehicle Unit #1884, a 2021 Ford Explorer, by way of auction as salvage with the understanding that the proceeds from the auction will be deposited into the Alamogordo Police Department's revenue line to be used for the purchase of equipment.

PASSED APPROVED AND ADOPTED this _____ of _____ 2023.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

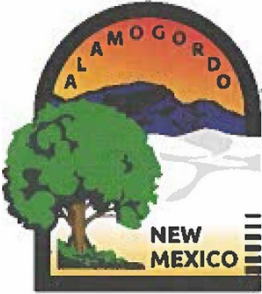
Susan L Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM;

Ashley Smith, City Attorney



City of Alamogordo

Of NMSA 1978, OFFICE OF THE MAYOR
1376 E. Ninth Street • Alamogordo, NM 88310 • (575) 439-4205

April 12, 2023

State of New Mexico
Department of Finance and Administration
Local Government Division
Bataan Memorial Building
407 Galisteo St., Suite 202
Santa Fe, NM 87501

Re: Disposition of 2021 Ford Explorer, Unit #1884

To whom it may concern,

The purpose of this letter is to request approval for the City of Alamogordo Police Department to dispose of a 2021 Ford Explorer, Unit #1884, VIN number 1FM5K8AC8MGC44866, 932 miles total, by way of auction as salvage. This vehicle was involved in a collision on June 16, 2022, and determined to be a total loss by Farmers Insurance Company of Arizona.

The city acquired this vehicle on May 11, 2022, with funds received from capital outlay grant #21-F2820. The purchase price of the vehicle was \$38,648.00 and the cost of the equipment installed in the vehicle, which was also purchased with funds from the same grant, totaled \$24,314.75. The insurance adjuster determined that the actual cash value of the vehicle was \$59,017.00, less salvage value of \$21,227.00, totaling \$37,790.00. The comparative negligence was 80%, so the net total of the settlement was \$30,232.00. The City of Alamogordo received the settlement payment on August 25, 2022. All equipment has been removed from this vehicle and the title has been received.

The Commission has reviewed the insurance documents along with the Fixed Asset Disposal Report and has determined that the request to auction the vehicle as “salvage” is appropriate.

The Commission requests that the Department of Finance and Administration, Local Government Division, approves the disposition of the 2021 Ford Explorer, Unit #1884, by way of auction as “salvage” with the understanding that the proceeds from the auction will be deposited into the Alamogordo Police Department’s revenue line to be used for the purchase of equipment.

Sincerely,

Susan L. Payne
Mayor, City of Alamogordo



August 05, 2022

Send all correspondence to:
Email: myclaim@farmersinsurance.com
Please include your claim# on any correspondence
Farmers Insurance Total Loss COE
P.O. Box 108815
Oklahoma City, OK 73101-8815
Fax: (877) 217-1389

Alamogordo Police Department
700 Virginia Ave
Alamogordo NM 88310

RE: Claim Number: 7004656233-1-6
 Loss Date: 06-15-2022
 VIN: 1FM5K8AC8MGC44866
 Vehicle: 2021 FORD Other

Dear Alamogordo Police Department:

Your vehicle has been determined to be a total loss. The value of the vehicle was based on the vehicle's actual cash value at the time of the loss. We evaluated your vehicle using CCC. The vehicle's mileage, equipment, and condition are taken into account when determining the actual cash value. The settlement amount was determined as follows:

Actual Cash Value:		\$59,017.00
Less Salvage Value:	-	\$21,227.00
Total Amount:		\$37,790.00
Comparative Negligence:	X	80%
Net Total:		\$30,232.00

Farmers Insurance Company Of Arizona has accepted 80% liability on this claim. As a result, we will pay a net settlement total of \$30,232.00.

I am committed to earning your satisfaction with the claims process. If you have any questions or concerns regarding your total loss, please feel free to contact me at 405-782-6428.

Sincerely,
Parker Hansen
Claims Representative
Farmers Insurance Company Of Arizona

Enclosure(s): TLP - REG FORM ORS STATE NOTIFICATION - NM Return Shipping Label

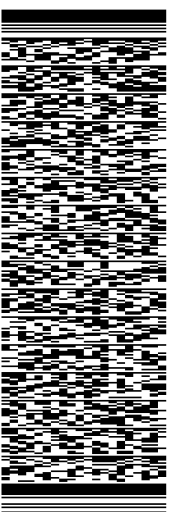
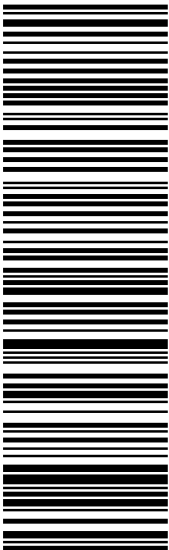
NOTICE OF OWNER RETAINED VEHICLE



MOTOR VEHICLE INFORMATION (print or type)			
Make FORD	Model Other	VIN 1FM5K8AC8MGC44866	
Type	Body Style	License Plate Number	State
Owner(s) Name			
Address 700 Virginia Ave			
City Alamogordo		State NM	Zip Code 88310

INSURANCE COMPANY CERTIFICATION		
Name of Insurance Company		
This is to certify that on the 5 day of August, 2022, our insurance company named above, satisfied a total loss claim on the motor vehicle described above and the owner elected to retain possession of the vehicle. This is to certify that the above named owner(s) has/have been notified of the requirement to obtain a salvage title or nonrepairable certificate as required by NMSA §66-1-4.16 and 66-3-4.		
Printed Name of Insurance Company Representative		
Signature of Insurance Company Representative 	Title	Date August 5, 2022
Insurance company must check one: THIS VEHICLE ☐ SALVAGE TITLE ☐ NONREPAIRABLE CERTIFICATE ☒ OWNER RETAINED NOTICE		

OWNER ACKNOWLEDGEMENT	
This is to certify that on the _____ day of _____, 20____, I agree to the amount of my total loss settlement and was notified by the above named insurance company of my obligation to obtain a salvage title or nonrepairable vehicle certificate, as indicated above. I understand that in accordance with NMSA §66-3-4, I must obtain a nonrepairable vehicle certificate within twenty (20) days of settlement of my claim. I understand that I must obtain a salvage title in accordance with Motor Vehicle Division rules. I have received a copy of this notice.	
Owner(s) Printed Name	
Owner(s) Signature	Date
NOTE A nonrepairable vehicle may not be repaired, reconstructed or restored for operation on the roads or highways of New Mexico. An owner of a nonrepairable vehicle may sell or otherwise convey that vehicle only to a licensed wrecker of vehicles or a person licensed by a jurisdiction outside of New Mexico to process vehicles by dismantling, wrecking, shredding, crushing or selling motor vehicle parts or scrap material or otherwise disposing of motor vehicles.	

ORIGIN ID:ELPA	(575) 439-4300	SHP DATE: 05AUG22
ALAMOGORDO POLICE DEPARTMENT		ACTWGRT: 0.50LB
700 VIRGINIA AVE		CAD: 105297268WWSX3400
ALAMOGORDO, NM 88310		
UNITED STATES US		
TO SHERI DOWELL		
FARMERS INSURANCE / TOTAL LOSS COE		
7340 W MEMORIAL RD		
OKLAHOMA CITY OK 73142		
(405) 782-6583	REF: 7004656233-1-6	
INV		
PO	DEPT	
RMA:		
		
		
TRK#	7964 5173 0960	RETURNS MON-FRI
0221		STANDARD OVERNIGHT
		OK-US
	73142	
		

581J2/F39D/FE4A

Return Label

7004656233-1-6



REPORT SUMMARY



CLAIM INFORMATION

Owner	Alamogordo Police Department Alamogordo, NM 88310
Loss Unit	Police 2021 Ford EXPLORER POLICE AWD 6cyl. 3.0l Utv/Eco Hybrid
Loss Unit Type	SPECIALTY VEHICLES
Loss Incident Date	06/15/2022
Claim Reported	07/22/2022



INSURANCE INFORMATION

Report Reference Number	108162010
Claim Reference	7004656233-1_G731596
Adjuster	Hansen, Parker
Odometer	932
Last Updated	07/22/2022 01:29 PM



VALUATION SUMMARY

Base Value	\$ 59,017.00
Adjusted Value	\$ 59,017.00
Total	\$ 59,017.00

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by FARMERS INSURANCE COMPANY OF ARIZONA.

BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

Inside the Report

Valuation Methodology.....	2
Loss Unit Information.....	3
Comparable Units.....	7
Valuation Notes.....	11
Supplemental Information.....	13

VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

FARMERS INSURANCE COMPANY OF ARIZONA has provided CCC with the zip code where the loss unit is garaged, loss unit VIN, mileage/hours, options and additional equipment, as well as loss unit condition, which is used to assist in determining the value of the loss unit.



DATABASE REVIEW

CCC maintains an extensive database of units that currently are or recently were available for sale in the U.S. This database includes units advertised for sale by dealerships or private parties. All of these sources are updated regularly.



SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable units are selected. On current year units, new units for sale at the time of the valuation may have been used. The zip code where the loss unit is garaged determines the starting point for the search. Comparable units are similar to the loss unit based on relevant factors. If a sufficient number of comparable units cannot be located, CCC may also obtain dealer quotations for a unit with attributes as reported by the insurer.



CALCULATE VALUATION

Adjustments to the price of the selected comparable units are made to reflect differences in attributes, including mileage/hours, options, additional equipment, refurbishments, after factory equipment, and condition. Dollar adjustments are based upon market research. Finally, the Base Value is the straight average of the adjusted values of the comparable units. Due to the unique nature of the loss units valued in the Commercial and Recreational Vehicle division, a valuation specialist handles each request individually.

LOSS UNIT INFORMATION

LOSS UNIT DETAILS

Location	Alamogordo , NM 88310
VIN	1FM5K8AC8MGC44866
Year	2021
Make	Ford
Model	EXPLORER POLICE AWD
Drivetrain	4X4

LOSS UNIT CONDITION

	Condition
Overall Rating	Average

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicles .

Please review the information in the Loss Unit Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss unit that may impact the value.

FARMERS INSURANCE COMPANY OF ARIZONA uses condition inspection guidelines to determine the condition of the loss unit prior to the loss. The guidelines describe physical characteristics for the loss unit, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss unit's condition.

LOSS UNIT EQUIPMENT

CT - Transmission	AUTOMATIC TRANSMISSION	✓
	4 WHEEL DRIVE	✓
PO - Power	POWER STEERING	✓
	POWER BRAKES	✓
	POWER WINDOWS	✓
	POWER LOCKS	✓
	POWER MIRRORS	✓
	POWER DRIVER SEAT	✓
IS - Seats/Interior	BUCKET SEATS	✓
	CLOTH SEATS	✓
	RECLINING/LOUNGE SEATS	✓
CS - Convenience	AIR CONDITIONING	✓
	DUAL MIRRORS	✓
	INTERMITTENT WIPERS	✓
	TILT WHEEL	✓
	CRUISE CONTROL	✓
	REAR DEFOGGER	✓
	KEYLESS ENTRY	✓
	HEATED MIRRORS	✓
	MESSAGE CENTER	✓
	STEERING WHEEL TOUCH CONTROLS	✓
	REAR WINDOW WIPER	✓
	TELESCOPIC WHEEL	✓
	CLIMATE CONTROL	✓
	OVERHEAD CONSOLE	✓
CR - Radio	AM RADIO	✓
	FM RADIO	✓
	STEREO	✓
	SEARCH/SEEK	✓
	AUXILIARY AUDIO CONNECTION	✓
CW - Wheels	STYLED STEEL WHEELS	✓
SS - Safety	AIR BAG (DRIVER ONLY)	✓
	PASSENGER AIR BAG	✓
	ANTI-LOCK BRAKES (4)	✓

To the left is the equipment of the loss unit that FARMERS INSURANCE COMPANY OF ARIZONA provided to CCC.

LOSS UNIT EQUIPMENT

OP - Other	4-WHEEL DISC BRAKES	✓
	TRACTION CONTROL	✓
	STABILITY CONTROL	✓
	FRONT SIDE IMPACT AIR BAGS	✓
	HEAD/CURTAIN AIR BAGS	✓
	HANDS FREE	✓
	BACKUP CAMERA	✓
	XENON OR L.E.D. HEADLAMPS	✓
	PARKING SENSORS	✓
	BLIND SPOT DETECTION	✓
	LANE DEPARTURE WARNING	✓
	AFTERMARKET FILM TINT	✓
	REAR SPOILER	✓
	CLEARCOAT PAINT	✓
	METALLIC PAINT	✓
	TRAILER HITCH	✓
	CALIFORNIA EMISSIONS	✓

ADDITIONAL EQUIPMENT

Trailer Package	✓
Rear Console Plate	✓
Police Engine Idle Feature	✓
Legacy Duo Lightbar Bundle	✓
Dynamax 100w High Output Speaker	✓
Ford P.i. Utility Speaker	✓
Micro Pulse Lenses	✓
Ms6 Head Brkt Kit	✓
Utility Spoiler Bracket Kit	✓
Side Mirror Brackets	✓
Micropulse Dual Color Spoiler Lights	✓
Angled Console Faceplates	✓
Hvac Relocation Bracket Kit	✓
Computer Accessories	✓

ADDITIONAL EQUIPMENT

Handcuff Key Override	✓
Utility Partition	✓
Transport Seat W/Ply Cargo Window Barrier	✓
Steel Window Bars	✓
Led 3" Round Lights/Led Domelight	✓
Aluminum Pursuit Drawer Unit/Bracket	✓
Taillight Flashers	✓
Ch27 Harness	✓
Poly-Planar Speaker	✓
Stop Stick Rack Kit	✓
Micropulse Ultra Bumper Lights	✓
Stalker Dual SI	✓
Labor	✓

COMPARABLE UNITS

	Loss Unit	Comp 1	Comp 2
Price		\$42,830	\$42,500
Year/Make/Model	2021 Ford EXPLORER POLICE AWD	2022 Ford EXPLORER POLICE AWD	2021 Ford EXPLORER POLICE AWD
Odometer	932	10	3,368
Configuration			
Model Description	3.0L	3.3L	3.3L
Body Type	UTV/ECO HYBRID	SUV/HYBRID	SUV/HYBRID
Drivetrain	4X4	4X4	4X4
Engine Cylinder	6	6	6
Options			
LN - Lane Departure Warning	✓	✗	✗
PS - Power Steering	✓	✓	✓
TW - Tilt Wheel	✓	✓	✓
DG - Head/Curtain Air Bags	✓	✓	✓
TX - Traction Control	✓	✓	✓
HM - Heated Mirrors	✓	✗	✗
M3 - Auxiliary Audio Connection	✓	✓	✓
PW - Power Windows	✓	✓	✓
PX - Backup Camera	✓	✓	✓
DM - Dual Mirrors	✓	✓	✓
DT - Privacy Glass	✗	✓	✓
DV - Blind Spot Detection	✓	✗	✗
MC - Message Center	✓	✓	✓
AB - Anti-Lock Brakes (4)	✓	✓	✓
AC - Air Conditioning	✓	✓	✓
MP - Metallic Paint	✓	✗	✗
4W - 4 Wheel Drive	✓	✓	✓
AF - Aftermarket Film Tint	✓	✗	✗
AG - Drivers Side Air Bag	✓	✓	✓
IP - Clearcoat Paint	✓	✓	✓
EM - California Emissions	✓	✓	✓
AM - AM Radio	✓	✓	✓
IW - Intermittent Wipers	✓	✓	✓
RD - Rear Defogger	✓	✓	✓
AT - Automatic Transmission	✓	✓	✓

Comp 1 Updated Date: 07/22/2022

2022 Ford EXPLORER POLICE AWD
VIN 1FM5K8AW1NNA08602
Dealership CANNON FORD OF CLEVE
Location Cleveland, MS
Telephone (662) 843-2785
Source Dealer Ad

Comp 2 Updated Date: 07/18/2022

2021 Ford EXPLORER POLICE AWD
VIN 1FM5K8AW6MNA10604
Dealership ELISSA GROUP INC.
Location Chicago, IL
Telephone (773) 321-9538
Source Dealer Ad

Comparables used in the determination of the Base Value are not intended to be replacement units but are reflective of the market value, and may no longer be available for sale.

Price is the amount that the dealership will accept to sell the unit, though a lower price may be obtainable through negotiation.

COMPARABLE UNITS

	Loss Unit	Comp 1	Comp 2
RG - Passenger Air Bag	✓	✓	✓
RL - Reclining/Lounge Seats	✓	✓	✓
FM - FM Radio	✓	✓	✓
BS - Bucket Seats	✓	✓	✓
SE - Search/Seek	✓	✓	✓
WP - Rear Window Wiper	✓	✓	✓
SL - Rear Spoiler	✓	✓	✓
KE - Keyless Entry	✓	✗	✗
T1 - Stability Control	✓	✓	✓
SP - Power Driver Seat	✓	✓	✓
CC - Cruise Control	✓	✓	✓
ST - Stereo	✓	✓	✓
SY - Styled Steel Wheels	✓	✓	✓
CL - Climate Control	✓	✓	✓
CO - Overhead Console	✓	✓	✓
XE - Xenon Or L.e.d. Headlamps	✓	✓	✓
XG - Front Side Impact Air Bags	✓	✓	✓
CS - Cloth Seats	✓	✓	✓
PB - Power Brakes	✓	✓	✓
TH - Trailer Hitch	✓	✓	✓
TL - Telescopic Wheel	✓	✓	✓
PJ - Parking Sensors	✓	✗	✗
PL - Power Locks	✓	✓	✓
TQ - Steering Wheel Touch Controls	✓	✓	✓
PM - Power Mirrors	✓	✓	✓
DB - 4-Wheel Disc Brakes	✓	✓	✓
HF - Hands Free	✓	✓	✓

Additional Equipment

Led 3" Round Lights/led Domelight	✓	✗	✗
Hvac Relocation Bracket Kit	✓	✗	✗
Police Engine Idle Feature	✓	✗	✗
Legacy Duo Lightbar Bundle	✓	✗	✗
Stop Stick Rack Kit	✓	✗	✗
Micropulse Ultra Bumper Lights	✓	✗	✗
Angled Console Faceplates	✓	✗	✗
Handcuff Key Override	✓	✗	✗
Ms6 Head Brkt Kit	✓	✗	✗
Computer Accessories	✓	✗	✗

COMPARABLE UNITS

	Loss Unit	Comp 1	Comp 2
Rear Console Plate	✓	✗	✗
Poly-Planar Speaker	✓	✗	✗
Steel Window Bars	✓	✗	✗
Dynamax 100w High Output Speaker	✓	✗	✗
Micropulse Dual Color Spoiler Lights	✓	✗	✗
Taillight Flashers	✓	✗	✗
Stalker Dual SI	✓	✗	✗
Ford P.i. Utility Speaker	✓	✗	✗
Ch27 Harness	✓	✗	✗
Labor	✓	✗	✗
Utility Partition	✓	✗	✗
Aluminum Pursuit Drawer Unit/ bracket	✓	✗	✗
Trailer Package	✓	✗	✗
Side Mirror Brackets	✓	✗	✗
Micro Pulse Lenses	✓	✗	✗
Transport Seat W/ply Cargo Window Barrier	✓	✗	✗
Utility Spoiler Bracket Kit	✓	✗	✗

Condition Average Average Average

Adjustments:

Make/Model/Trim - \$ 800

Additional Equipment

Led 3" Round Lights/led Domelight	\$ 80	\$ 80
Hvac Relocation Bracket Kit	\$ 34	\$ 34
Police Engine Idle Feature	\$ 239	\$ 239
Legacy Duo Lightbar Bundle	\$ 2,522	\$ 2,522
Stop Stick Rack Kit	\$ 380	\$ 380
Micropulse Ultra Bumper Lights	\$ 606	\$ 606
Angled Console Faceplates	\$ 294	\$ 294
Handcuff Key Override	\$ 323	\$ 323
Ms6 Head Brkt Kit	\$ 29	\$ 29
Computer Accessories	\$ 1,525	\$ 1,525
Rear Console Plate	\$ 54	\$ 54
Poly-Planar Speaker	\$ 50	\$ 50
Steel Window Bars	\$ 159	\$ 159
Dynamax 100w High Output Speaker	\$ 146	\$ 146

COMPARABLE UNITS

Micropulse Dual Color Spoiler Lights	\$ 210	\$ 210
Taillight Flashers	\$ 69	\$ 69
Stalker Dual SI	\$ 1,808	\$ 1,808
Ford P.i. Utility Speaker	\$ 18	\$ 18
Ch27 Harness	\$ 693	\$ 693
Labor	\$ 2,970	\$ 2,970
Utility Partition	\$ 599	\$ 599
Aluminum Pursuit Drawer Unit/ bracket	\$ 1,087	\$ 1,087
Trailer Package	\$ 100	\$ 100
Side Mirror Brackets	\$ 14	\$ 14
Micro Pulse Lenses	\$ 334	\$ 334
Transport Seat W/ply Cargo	\$ 1,091	\$ 1,091
Window Barrier		
Utility Spoiler Bracket Kit	\$ 78	\$ 78

Options

LN - Lane Departure Warning	\$ 200	\$ 200
HM - Heated Mirrors	\$ 75	\$ 75
DT - Privacy Glass	- \$ 100	- \$ 100
DV - Blind Spot Detection	\$ 200	\$ 200
AF - Aftermarket Film Tint	\$ 50	\$ 50
KE - Keyless Entry	\$ 150	\$ 150
PJ - Parking Sensors	\$ 100	\$ 100

Odometer \$ 850 \$ 279

Condition \$ 0

Adjusted Comparable Value \$59,067 \$58,966

VALUATION NOTES

07/22/2022 09:50 - STANDARD EQUIPMENT: 4W, AB, AC, AG, AM, AT, BS, CC, CL, CO, CS, DB, DG, DM, DT, EM, FM, HF, IP, IW, M3, MC, PB, PL, PM, PS, PW, PX, RD, RG, RL, SE, SL, SP, ST, SY, T1, TH, TL, TQ, TW, TX, WP, WU, XE, XG

07/22/2022 09:49 - LOSS VEHICLE AVERAGE MILEAGE: 13940

The following information was provided after the valuation was completed

07/22/2022 13:29 - Sales Tax data modified after Valuation

07/22/2022 13:29 - PVADJ CHANGE REQUESTED BY: HANSEN, PARKER

This Market Valuation Report has been prepared exclusively for use by FARMERS INSURANCE COMPANY OF ARIZONA, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of valuations, and there are other valuation sources available.

Any person who knowingly presents a false or fraudulent insurance claim for the payment of a loss may be guilty of a crime and may be subject to fines and confinement in state prison



VALUATION NOTES

SUPPLEMENTAL INFORMATION



LOSS UNIT HISTORY INFORMATION

VINGuard®

VINGuard® Message: VINGuard has decoded this VIN without any errors

SUPPLEMENTAL INFORMATION

Owner: Alamogordo Police
Department
Claim: 7004656233-1_G731596



EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK		RESULTS FOUND
Abandoned	✓	No Abandoned Record Found
Damaged	✓	No Damaged Record Found
Fire Damage	✓	No Fire Damage Record Found
Grey Market	✓	No Grey Market Record Found
Hail Damage	✓	No Hail Damage Record Found
Insurance Loss	✓	No Insurance Loss Record Found
Junk	✓	No Junk Record Found
Rebuilt	✓	No Rebuilt Record Found
Salvage	✓	No Salvage Record Found
EVENT CHECK		RESULTS FOUND
NHTSA Crash Test Vehicle	✓	No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓	No Frame Damage Record Found
Major Damage Incident	✓	No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓	No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓	No Odometer Problem Record Found
Recycled	✓	No Recycled Record Found
Branded Title Auction	✓	No Branded Title Auction Record Found
Water Damage	✓	No Water Damage Record Found
VEHICLE INFORMATION		RESULTS FOUND
Accident	✓	No Accident Record Found
Corrected Title	✓	No Corrected Title Record Found
Driver Education	✓	No Driver Education Record Found
Duplicate Title	✓	No Duplicate Title Record Found
Emissions Safety Inspection	✓	No Emissions Safety Inspection Record Found
Fire Damage Incident	✓	No Fire Damage Incident Record Found
Lease	✓	No Lease Record Found
Lien	✓	No Lien Record Found
Livery Use	✓	No Livery Use Record Found
Government Use	📄	Government Use Record Found
Police Use	✓	No Police Use Record Found
Fleet	✓	No Fleet Record Found
Rental	✓	No Rental Record Found
Fleet and/or Lease	✓	No Fleet and/or Lease Record Found
Fleet and/or Rental	✓	No Fleet and/or Rental Record Found
Repossessed	✓	No Repossessed Record Found
Taxi use	✓	No Taxi use Record Found
Theft	✓	No Theft Record Found

CCC provides FARMERS INSURANCE COMPANY OF ARIZONA information reported by Experian® regarding the 2021 Ford EXPLORER POLICE AWD 6cyl. 3.0l (1FM5K8AC8MGC44866). This data is provided for informational purposes. Unless otherwise noted in this Market Valuation Report, CCC does not adjust the value of the loss unit based upon this information.

LEGEND :

- ✓ No Event Found
- ⊘ Event Found
- 📄 Information Needed

TITLE CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no significant title events. When found, events often indicate automotive damage or warnings associated with the unit.

EVENT CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION

INFORMATION FOUND

AutoCheck found additional information on this loss unit. These records will provide more history for this loss unit

ODOMETER CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 07/22/2022

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	EVENT LOCATION	ODOMETER READING	DATA SOURCE	EVENT DETAIL
			Independent Source	VEHICLE MANUFACTURED AND SHIPPED TO DEALER
05/31/2022	ALAMOGORDO, NM	17	Motor Vehicle Dept.	TITLE
05/31/2022	ALAMOGORDO, NM		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
05/31/2022	ALAMOGORDO, NM		Motor Vehicle Dept.	EXCLUDED/EXEMPT
05/31/2022	ALAMOGORDO, NM		Motor Vehicle Dept.	LOCAL GOVERNMENT

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

Copy sent to save
12/7/22 Klu

City of Alamogordo
FIXED ASSET DISPOSAL REPORT
(Field Data Sheet)

Guideline Criteria:

The current capitalization policy defines a fixed asset as any absolute object with a cost of \$5000.00 or more.

This policy is supported by city ordinance, Section 2-13-290. Any fixed asset retired or disposed by method of sale, auction, grant, obsolescence theft, larceny, damage, or destruction will be completely reviewed and documented by the department manager or designee. The department manager or designee will conclude the Disposition report and submit any documents, explanations, or questions to the Finance Department.

(Circle one)

Type of Report? 1 (Surplus) 2 (Non-service) 3 (Loss) **Date of Disposal** Mo / Day / Year 8/30/2022
4 (Credit-Exchange)

Tag/ Ref. Barcode No. 10374

Type of Funding Source: ☐ Federal ☐ State ☐ Local ☐ Other: _____

(If Federal, Name of Agency & Grant Name): _____

Asset Title/ Make: (Base name) Ford/Explorer-1884, 2021

Serial Number..... 1FM5K8AC8MGC44866

Model Name/ Number.....

Reason for disposition: Vehicle crashed and was totaled. Receiving Salvage Title from

(Disclose specific details) Insurance Company. Will be auctioned as "Salvage".

Disposal Method..... AUCTION-SALVAGE

(If other than city auction, please note)

Asset Condition (circle one): New Used

Service life used.....

Original Purchase Cost \$ 38,648.00

Selling / Salvage Price \$

If Fair Market Value is \$5,000+, Fill-out the following

Percentage of Federal Participation

Amount Owed to Federal Agency

Department / Division

Holder..... Alamogordo Police Department

Reviewed By: 

Department Manager or Designee

Section for Purchasing/ Fixed Assets use only:

HTE/ Asset Number..... Base Asset 4982 **Tag/ Reference Number.....** Base Asset 10374

HTE/ Improvement No. GA164DP **Improvement Tag/ Ref. No.**

Location Code APD **Asset Type** POLCAR2 **Vendor No.** 3659

Original Acquisition Date 5/11/2022 **Depreciable?** Y **Original Life in Months** 96 8 yrs **Entry Date**

84 months Remaining 33,817.04

General Ledger	Fund	Dept/Div	Activity	Elm/Obj	(Percent)	Check Date	Check No.
Expense Account	024	0000	419	6160		8/24/2018	EFT015959
Transfer Account							

	010	0000	164	0000	Asset	Dr	Cr
Asset Account							38,648.00
Accumulated Depreciation					L.T.D.		
Depreciation Expense					Annual Expense		
Investment Account	010	0000	164	0325	Equity	38,648.00	

City of Alamogordo
Accounts Payable

1376 E Ninth St
575.439.4114 Office

Alamogordo, NM 88310
575.439.4117 Fax

Vendor Number:
0003659

Name / Address:
CHALMERS FORD/MHQ
2500 RIO RANCHO BLVD

RIO RANCHO NM 87124

Email Address to send remittance notice to:
mwerbner@chalmersford.com/mmichnuk@chalmersford.co

Payment Date:
Feb 25, 2022

Payment Number:
0023604

Payment Amount:
154,592.00

ENTERED
2/28/22
Klus

Bank Code (for City's purposes)
00

Please apply the payment of the items noted below to our account.
The total amount noted above will be processed by the bank electronically.

Invoice Information	Invoice Amount	Retainage Amount	Discount Amount	PO Number	Project
679082	10,036.00	0.00	0.00	102060	PSVE22
679082	144,556.00	0.00	0.00	102060	PSVE22

024-0000-419-6160

GA164DP

POLCAR 2

FORD/EXPLORER, 2021

96 months 8yrs

VIN# 1FM5K8AC8MGC44866

\$ 38,648.00

Grant

Chalmers Ford

INVOICE

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

(505) 554-6447

SOLD TO: City of Alamogordo
700 Virginia
Alamogordo, NM 88310

SHIPPED TO: City of Alamogordo
700 Virginia
Alamogordo, NM 88310

INVOICE NUMBER 679082
INVOICE DATE February 18th, 2022
MEMBER PO #. 102060
CES PO#
TERMS Due On Reciept
SALES REP Mike Michnuk
SHIPPED VIA Pick UP
F.O.B. Dealership
PREPAID or COLLECT

Sales Tax Rate:

0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4	2021 Ford Explorer 4WD, ^{BLACK} White Per Proposal# 071921-2 - 1FM5K8AC7MGC44633 - 1FM5K8AC8MGC44866 - 1FM5K8AC1MGC37967 - 1FM5K8AC6MGC40265	\$38,648	\$ 154,592.00
PO 102060 Mike Michnuk		SUBTOTAL	\$ 154,592.00
		TAX	0.00
		FREIGHT	
			\$154,592.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:

Mike Michnuk
(505) 554-6447
email: mmichnuk@chalmersford.com

MAKE ALL CHECKS PAYABLE TO:

Chalmers Ford
Attn: Accounts Receivable
2500 Rio Rancho Blvd SE
Rio Rancho, NM 87124

THANK YOU FOR YOUR BUSINESS!

RECEIVED

FEB 23 2022

CITY OF ALAMOGORDO
ACCOUNTS PAYABLE DEPT

Marina Arispe

From: Maria Herndon
Sent: Tuesday, February 22, 2022 3:24 PM
To: Sharon Northcott; Marina Arispe
Cc: Deborah Osborne
Subject: Don Chalmers - Grant Funds
Attachments: Don Chalmers.pdf

Hello,

I'm sending over the charge for the new police units. You should have the original tomorrow. I will need a copy of the check and also the bank statement showing the payment. This is something new that the grant is requiring.

Maria Herndon

Alamogordo Police Department
Administrative Manager
700 Virginia Ave
Alamogordo, NM 88310
(575) 439-439-4325 ext. 5154
Fax (575) 439-4320
mherndon@ci.alamogordo.nm.us

1 100000 11001 12001 13001 14001 15001

LAW' ODOM-103-N_e

DEAL # 679108

CITY OF ALAMOGORDO

18935

CUSTOMER'S NAME

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CHALMERS FORD (transferor's name, Print)

state that the odometer now reads 17 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
FORD	POLICE	4DR SUV
VEHICLE IDENTIFICATION NUMBER	YEAR	
1FM5K8AC8MGC44866	21	

X [Signature]
TRANSFEROR'S SIGNATURE

CHALMERS FORD

PRINTED NAME

2500 RIO RANCHO BLVD

TRANSFEROR'S ADDRESS (STREET)

RIO RANCHO NM 87124

CITY

STATE

ZIP CODE

FEBRUARY 18, 2022

DATE OF STATEMENT

X [Signature]
TRANSFEE'S SIGNATURE

PRINTED NAME

CITY OF ALAMOGORDO

TRANSFEE'S NAME

700 VIRGINIA

TRANSFEE'S ADDRESS (STREET)

ALAMOGORDO NM 88310

CITY

STATE

ZIP CODE

LAW' FORM NO. ODOM-103-N_e (REV. 3/13)
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THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR
FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

PURCHASE AGREEMENT

343



PURCHASER CITY OF ALAMOGORDO

ADDRESS 700 VIRGINIA

CITY ALAMOGORDO NM

ZIP 88310

SALESMAN MICHAEL S MICHNUK

RES. (575) 439-4125

BUS. (575) 439-1115

DATE 02/18/2022

2500 Rio Rancho Blvd. SE • Rio Rancho, NM 87124
(505) 897-2500

I hereby agree to purchase from you under the terms and conditions specified below and on the reverse side hereof, the following:

NEW	XXX	YEAR	2021	MAKE	FORD	SERIES	POLICE	SERIAL NUMBER	1FM5K8AC8MGC44866		
DEMO		EXTERIOR	BLACK	INTERIOR	96	APPROXIMATE DELIVERY DATE		STOCK NUMBER	18935		
USED								DEAL NUMBER	679108		
WORK/EQUIPMENT PROMISED											
PO# 102060									SELLING PRICE	38,648.00	
NO OTHER WORK/EQUIP PROMISED											
Chalmers Ford and the customer have agreed upon the above listed work to be done to the vehicle purchased. There have been no other representations made for items to be added or deleted on this purchase.									TOTAL PRICE OF VEHICLE	38,648.00	
Purchaser's Signature									TRADE-IN ALLOWANCE	N/A	
Purchaser warrants (guarantees) (a) that there are no liens on the trade-in vehicle and that Purchaser owes no one any money for the vehicle or repairs to the vehicle, except as may be shown on the face of this agreement; (b) that the vehicle has not been flood damaged or has insurance dated title or has been declared a total loss for insurance purposes.									TRADE DIFFERENCE	38,648.00	
I understand that if my pay-off on my trade-in is more than the contracted price, I will pay any and all shortages immediately upon request to provide a clear title. I also agree to provide Chalmers Ford immediately with a title to my trade-in.									TAX & LICENSE		
Purchaser's Signature									DEALER TRANSFER SERVICE FEES		
									TOTAL DELIVERED PRICE	38,648.00	
									FACTORY REBATE	N/A	
										N/A	
DESCRIPTION OF TRADE-IN									Less Partial Payment	N/A	
YEAR		MAKE		MODEL					CASH BALANCE DUE PLUS ANY AMOUNT OWED ON TRADE-IN	38,648.00	
ODOMETER MILEAGE		VEHICLE I.D. NO.									
BALANCE OF TRADE-IN OWED TO									EXTENDED SERVICE PLAN		
APPROXIMATE PAY-OFF									N/A	TOTAL BALANCE DUE	38,648.00

WARRANTY INFORMATION

(Buyer Initials) NEW VEHICLES AND DEMONSTRATORS: THIS VEHICLE IS SOLD WITH A MANUFACTURER'S LIMITED WARRANTY. THE MANUFACTURER'S LIMITED WARRANTY IS BUYER'S EXCLUSIVE REMEDY FOR ANY DEFECTS IN THE VEHICLE. DEALER MAY PERFORM REPAIRS UNDER THE MANUFACTURER'S LIMITED WARRANTY, BUT DEALER IS NOT RESPONSIBLE FOR THE MANUFACTURER'S LIMITED WARRANTY OR FOR ANY IMPLIED WARRANTIES MADE BY THE MANUFACTURER. DEALER MAKES NO WARRANTY ON THIS VEHICLE AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY WARRANTY IS DEEMED TO HAVE BEEN MADE BY DEALER, OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT, THE TERMS OF ANY SUCH WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

(Buyer Initials) USED VEHICLES: NEW MEXICO LAW REQUIRES THAT THIS VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS SUE FOR FIFTEEN DAYS OR FIVE HUNDRED MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE CONSUMER) WILL HAVE TO PAY UP TO TWENTY-FIVE DOLLARS (\$25.00) FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED. THIS VEHICLE IS OTHERWISE SOLD AS IS (AFTER 15 DAYS OR 500 MILES), WITHOUT ANY FURTHER WARRANTY, EXPRESS OR IMPLIED, UNLESS A FURTHER WARRANTY IS GIVEN IN WRITING BY DEALER. IF ANY FURTHER WARRANTY IS GIVEN IN WRITING BY DEALER, OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT, THEN THE TERMS OF SUCH FURTHER WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN. ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WRITTEN WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

USED VEHICLES: ATTENTION CONSUMER: Sign here only if the dealer has told you that this vehicle has the following problems and you agree to buy the vehicle on those terms:

1 _____ 2 _____ 3 _____

Consumer Signature: _____

ALL VEHICLES: DEALER IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS SALE OR THE USE OF THIS VEHICLE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, TRANSPORTATION, RENTAL, LOSS OF EARNINGS OR PROFITS, OR ANY COMMERCIAL LOSS. (This paragraph only applies after expiration of New Mexico's automatic 15-day/500-mile implied warranty in the case of used vehicles.)

USED VEHICLES AND DEMONSTRATORS: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

ANY DISPUTE BETWEEN BUYER AND SELLER ARISING OUT OF THIS TRANSACTION WILL BE DECIDED BY ARBITRATION IN THE CITY OF ALBUQUERQUE, NEW MEXICO, UNDER THE NEW MEXICO UNIFORM ARBITRATION ACT AND THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION AWARD MAY BE ENFORCED AS PROVIDED BY LAW. DEALER AND BUYER EACH WAIVE THE RIGHT TO HAVE A TRIAL, WHETHER BY A JUDGE OR A JURY. Buyer's Initials:

Purchaser agrees that this agreement includes all of the terms and conditions on both the face and reverse side hereof, that this agreement cancels and supersedes any prior agreement and as of the date hereof completes the complete and exclusive statement of the terms of the agreement related to the subject matter hereby, and that THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE and then in accordance with terms and conditions on the back of this agreement. Purchaser by his execution of this agreement certifies he is of majority age and acknowledges that he has read its terms and conditions and has received a true copy of this agreement. On a credit transaction the purchaser(s) offer is not accepted and the transaction is not consummated until (a) approved in writing by Dealer and a responsible Bank or Finance Company and (b) all disclosures required by the Federal Consumer Credit Protection Act (Truth in Lending Act) have been given and (c) purchaser(s) and Dealer have signed an Installment Sale Contract.

DISCLAIMER OF WARRANTIES

All warranties, if any, by a manufacturer or supplier other than CHALMERS FORD are theirs, not dealer's, and only such manufacturer or other supplier shall be liable for performance under such warranties. Unless CHALMERS FORD furnishes buyer with a separate written warranty or service contract made by CHALMERS FORD, on its own behalf, CHALMERS FORD hereby disclaims all warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose: (a) on all goods and service sold by CHALMERS FORD, and (b) on all used vehicles which are hereby sold "as is" - not expressly warranted or guaranteed.

SEE REVERSE SIDE BEFORE SIGNING

02/18/22 ACCEPTED BY:
PURCHASER'S SIGNATURE DATE DEALER OR HIS AUTHORIZED REPRESENTATIVE

ADDITIONAL TERMS AND CONDITIONS

1. **Manufacturer.** "Manufacturer" means the manufacturer which manufactures or assembles the property being purchased. Dealer is not an agent of manufacturer. Dealer and Purchaser are the sole parties to this Purchase Agreement.
2. **Security Interest.** Purchaser grants to Seller a security interest in the property, plus all additions, accessions and the proceeds of the property. Once this Purchase Agreement becomes binding, and if Purchaser shall fail to complete the sale, except as hereinbelow provided, Seller may exercise its security interest by retaking possession of the property and Seller further shall have the right to retain as liquidated damages any cash deposit or down payment made by Purchaser and to sell any trade-in vehicle and retain the proceeds of the sale as further liquidated damages. This Purchase Agreement is not a credit agreement.
3. **Trade-In Vehicle.** Purchaser authorizes Dealer to sell the Trade-In in its usual course of business after delivery to Dealer, whether or not the purchase of the Vehicle is ever completed. If the Trade-In has been sold by Dealer before cancellation or termination of this Order, Purchaser agrees to accept as full payment for the Trade-In the proceeds of the sale less a selling commission of fifteen percent (15%) paid to Dealer and less Dealer's expenses of repair, reconditioning, storage and, if applicable, advertising.
4. **Rights Concerning Vehicle Before Purchase Completed.** Purchaser shall not have any rights in the Vehicle to be purchased until dealer receives final payment.
5. **IMPORTANT:** If your new passenger or light truck purchased on or after January 1, 1985 is defective, and cannot be made to conform to its applicable express warranty coverage after four repair attempts, or is out of service for more than forty-five (45) calendar days during the period of one year or the term of its applicable express warranty, whichever is earlier, you may be entitled under state law to a replacement or to a refund. You must first notify the manufacturer of the problem in writing and provide the manufacturer an opportunity to repair the vehicle. In the event of a refund, the value of the traded in vehicle will be established by the National Automobile Dealers Association Used Car Guide and not the value allowed in the sales contract. (Lemon Law does not apply to used vehicles.)
6. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OR SALE.**
7. Purchaser certifies that all information contained herein is complete and accurate. Purchaser also authorizes an investigation of credit and employment history and the further release of any information about recent credit experience (Fair Credit Reporting Act) to Dealer.

City of Alamogordo Purchasing Division



2600 N Florida Ave Alamogordo NM 88310
P: 575.439.4115 F: 575.439.4117

PURCHASE ORDER
CITY OF ALAMOGORDO, NEW MEXICO
1376 E NINTH ST
ALAMOGORDO, NM 88310

PURCHASE ORDER NO.
102060

DATE: 10/8/2021

VENDOR #: 3659
VENDOR ADDRESS: CHALMERS FORD/MHQ
2500 RIO RANCHO BLVD
RIO RANCHO, NM 87124

SHIP TO: PUBLIC SAFETY
700 VIRGINIA
ALAMOGORDO, NM 88310

1. Itemized Invoice must be sent in Duplicate, covering this order only. The City of Alamogordo is free from all Gross Receipt Taxes on tangible personal property. Exemption certificate will be furnished if required.	3. All shipments must be marked with Purchase Order Number and Shipped as indicated.
2. Remit To: 1376 E Ninth St, Alamogordo, NM 88310 Attn: Accounts Payable	4. If Shipping charges are not paid by vendor, ship prepaid and add charges to invoice.
	5. If you are unable to fill this order or any part of it, please advise immediately.

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/07/2021		0000078298	10/07/2021	MIKE MICHNUK	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		MARIA HERNDON	02400004196160	CANDICE GEBHARDT	
ITEM #	QUANTITY/UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

4.00 / EA FORD EXPLORER,POLICE PURSUIT RATED,4DOOR,ALL WHEEL 36,139.0000 144,556.00

STATE CONTRACT 00-00000-20-00121 VENDOR (AC)
ITEM #4, PAGE 25
AGATE BLACK

4.00 / EA REMOTE KEYLESS ENTRY 455.0000 1,820.00

ITEM #4 OPTION AK, PAGE 26

4.00 / EA TRAILER TOW PACKAGE 410.0000 1,640.00

ITEM #4, OPTION Y, PAGE 26

4.00 / EA WINDOW TINTING 199.0000 796.00

Barbara Pyatt

Chief Procurement Officer

City of Alamogordo Purchasing Division



2600 N Florida Ave Alamogordo NM 88310
P: 575.439.4115 F: 575.439.4117

PURCHASE ORDER
CITY OF ALAMOGORDO, NEW MEXICO
1376 E NINTH ST
ALAMOGORDO, NM 88310

PURCHASE ORDER NO.
102060

DATE: 10/8/2021

VENDOR #: 3659
VENDOR ADDRESS: CHALMERS FORD/MHQ
2500 RIO RANCHO BLVD
RIO RANCHO, NM 87124

SHIP TO: PUBLIC SAFETY
700 VIRGINIA
ALAMOGORDO, NM 88310

1. Itemized Invoice must be sent in Duplicate, covering this order only. The City of Alamogordo is free from all Gross Receipt Taxes on tangible personal property. Exemption certificate will be furnished if required.	3. All shipments must be marked with Purchase Order Number and Shipped as indicated.
2. Remit To: 1376 E Ninth St Alamogordo, NM 88310 Attn: Accounts Payable	4. If Shipping charges are not paid by vendor, ship prepaid and add charges to invoice.
	5. If you are unable to fill this order or any part of it, please advise immediately.

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
10/07/2021	0000078298	10/07/2021	MIKE MICHNUK
FOB	ACCOUNT NUMBER	AUTHORIZED BY	
	MARIA HERNDON 02400004196160	CANDICE GEBHARDT	
ITEM #	QUANTITY/UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST EXTENDED COST

ITEM #4, OPTION AB, PAGE 26

4.00 / EA REAR CONSOLE PLATE 65.0000 260.00

ITEM #4, OPTION AN, PAGE 26

4.00 / EA BLIND SPOT MONITORING 695.0000 2,780.00

ITEM #4, OPTION AS, PAGE 26

4.00 / EA REVERSE SENSING 395.0000 1,580.00

ITEM #4, OPTION AW, PAGE 26

4.00 / EA POLICE ENGINE IDLE FEATURE 290.0000 1,160.00

Barbara Pyatt

Chief Procurement Officer

City of Alamogordo Purchasing Division



2600 N Florida Ave Alamogordo NM 88310
P: 575.439.4115 F: 575.439.4117

PURCHASE ORDER
CITY OF ALAMOGORDO, NEW MEXICO
1376 E NINTH ST
ALAMOGORDO, NM 88310

PURCHASE ORDER NO.
102060

DATE: 10/8/2021

VENDOR #: 3659
VENDOR ADDRESS: CHALMERS FORD/MHQ
2500 RIO RANCHO BLVD
RIO RANCHO, NM 87124

SHIP TO: PUBLIC SAFETY
700 VIRGINIA
ALAMOGORDO, NM 88310

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DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/07/2021		0000078298	10/07/2021	MIKE MICHNUK	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		MARIA HERNDON	02400004196160	CANDICE GEBHARDT	
ITEM #	QUANTITY/UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

ITEM #4, OPTION AV, PAGE 26

COOP 2021-35

PURCHASE ORDER TOTAL

\$154,592.00

Send Original and One Copy of Invoice to:

CITY OF ALAMOGORDO
ATTN: ACCOUNTS PAYABLE
1376 E NINTH ST
ALAMOGORDO, NEW MEXICO 88310

Barbara Pyatt

Chief Procurement Officer

Page 3 of 3



August 25, 2022

Send all correspondence to:
Email: myclaim@farmersinsurance.com
Please include your claim# on any correspondence
Farmers Insurance Total Loss COE
P.O. Box 108815
Oklahoma City, OK 73101-8815
Fax: (877) 217-1389

Alamogordo Police Department
700 Virginia Ave
Alamogordo NM 88310

RE: Claim Number: 7004656233-1-6
 Loss Date: 06-15-2022
 VIN: 1FM5K8AC8MGC44866
 Vehicle: 2021 FORD Other
 Loss Covered by: Collision

Dear Alamogordo Police Department:

Per our previous discussion, the damage to your vehicle has resulted in a total loss. I have issued the settlement payment based on the Actual Cash Value. As I explained, the amount of the payment was determined as follows:

Actual Cash Value:		\$59,017.00
Less Salvage Value:	-	\$21,227.00
Total Amount:		\$30,232.00
Comparative Negligence:	X	80%
Net Total:		\$30,232.00

Farmers Insurance Company Of Arizona has accepted 80% liability on this claim. As a result, we will pay a net settlement total of \$30,232.00.

To conclude the Owner Retain process, please use the return label included to send us your unsigned title in order to stamp it as Salvage then we will FedEx it to you. Once we have your title, then we can issue the Owner Retained payout.

I am committed to earning your satisfaction with the claims process. If you have any questions or concerns, please feel free to contact me at 405-782-6428.

Sincerely,
Parker Hansen
Claims Representative
Farmers Insurance Company Of Arizona

Check(s): 1

Farmers Auto Regional Central OKC APD

Check Number: 1633920898

Date: 08/25/2022

PAY NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE
NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE \$30,232.00***

To City of Alamogordo
the 700 Virginia Ave
order ALAMOGORDO, NM, 88310
of

Claimant/Patient: Alamogordo Police Department
Insured: James Stone
Date of Loss: 06/15/2022
Claim Number: 7004656233-1-6
Check Number: 1633920898
Payment Under Insured's: Vehicle
Correspondence Reference: 16ZB4M0H3
Print Date: 08/25/2022 03:59 PM
Requested By: Elise Abel

TLP-Alamogordo Police Department

PLEASE FOLD AND DETACH CHECK ON LINE BELOW

Form #730282 Revision 10/19



THIS DOCUMENT CONTAINS VOID TEXT THAT WILL APPEAR WHEN PHOTOCOPIED.

62-20/311

Farmers Insurance Company of Arizona
CLAIMS SERVICE CENTER
NATIONAL DOCUMENT CENTER PO BOX 268994
OKLAHOMA CITY OK 73126

Claim Number
7004656233-1

Check No. 1633920898

Date: 08/25/2022

PAY Thirty Thousand Two Hundred Thirty Two Dollars And No Cents \$30,232.00***

NOT GOOD AFTER SIX MONTHS

To City of Alamogordo
the 700 Virginia Ave
order ALAMOGORDO, NM, 88310
of

Citibank N.A. - One Penns Way - New Castle, DE 19720

Thomas S. Hoh

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

⑈ 1633920898 ⑈ ⑈ 031100209⑈

38724135⑈

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/11/2023

Report Date: 04/04/2023

Report No: 6.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2023-14 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 April 11, 2023. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

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

Revenues \$ 3,980,256 Increase

Expenditures \$ 4,163,629 Increase

Transfers In \$ 6,000 Increase

Transfers Out \$ 6,000 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 2023-14 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.

**ALL FUNDS SUMMARY
BUDGET 2022-2023**

1/12TH REQ RSRV
1,737,678
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
5,542,773

FY23 BUDGET - RESOLUTION 2023-14 (#10) APRIL 11, 2023

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	23,087,677	846,208	12,892,155	(12,045,947)	20,852,131	7,749,196	2,206,423	5,542,773
12	INTERNAL SERVICE FUND	24,496	316,531	5,704,663	0	5,704,663	6,040,005	5,685		\$5,685
15	CORRECTIONS-JAIL	68,129	57,435	0	0	0	81,000	44,564		\$44,564
16	LODGER'S TAX-PROMOTIONAL FUND	555,375	222,325	0	1,753	(1,753)	626,702	149,245		\$149,245
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	416,815	0	69,520	(69,520)	610,325	336,051		\$336,051
21	D.A.R.E. DONATIONS FUND	23,702	1,142	0	0	0	9,846	14,998		\$14,998
24	GRANT CAPITAL IMPROVEMENT	0	3,798,882	49,500	0	49,500	3,554,950	293,432		\$293,432
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	565,255	6,927,930	0	6,927,930	7,495,318	11,319		\$11,319
33	FIRE PROTECTION	907,446	765,788	0	0	0	1,582,671	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	63,090	91,267		\$91,267
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	2,249,750	0	3,722,863	(3,722,863)	39,720	2,262,618	252,119	\$2,010,499
44	TRANSPORTATION FUND	5,822	1,214,867	4,700,457	264,025	4,436,432	5,635,222	21,899		\$21,899
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	2,268,687	0	1,945,315	(1,945,315)	1,439,989	3,592,183	268,391	\$3,323,792
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	564,476	0	293,000	(293,000)	9,930	1,573,499		\$1,573,499
63	COMMUNITY DEVELOPMENT	0	0	489,892	28,910	460,982	458,651	2,331		\$2,331
69	1994 GROSS RECEIPTS	3,345,432	2,257,690	0	2,873,033	(2,873,033)	39,720	2,690,369	553,051	\$2,137,318
71	ALAMO SENIOR CENTER	430	918,260	926,366	0	926,366	1,831,448	13,608		\$13,608
74	ALAMO SENIOR CENTER GIFT	138,296	13,282	0	0	0	36,045	115,533		\$115,533
75	SENIOR VOLUNTEER PROGRAM	7,313	139,307	10,000	0	10,000	147,803	8,817		\$8,817
81	WATER/SEWER OPERATING	15,099,374	13,790,060	2,142,063	2,389,294	(247,231)	17,946,344	10,695,859	1,463,850	\$9,232,009
82	98 JT WATER/SEWER BOND P&I	1,119,487	13,473	1,846,380	0	1,846,380	1,846,378	1,132,962		\$1,132,962
86	SOLID WASTE COLLECTION SYS.	771,643	2,454,909	0	152,769	(152,769)	2,300,940	772,843	178,583	\$594,260
88	BONITO CAMPGROUND	398,101	3,003	150,000	0	150,000	152,000	399,104		\$399,104
89	ESGRT .0625%	2,282,812	577,920	0	764,146	(764,146)	1,191,288	905,298		\$905,298

**ALL FUNDS SUMMARY
BUDGET 2022-2023**

1/12TH REQ RSRV
1,737,678
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining

5,542,773

FY23 BUDGET - RESOLUTION 2023-14 (#10) APRIL 11, 2023

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	4,089,653	543,488	33,052	510,436	4,623,583	19,406		\$19,406
94	OTERO GREENTREE REG LANDFILL	3,655,124	1,263,067	0	4,276	(4,276)	3,118,914	1,795,001		\$1,795,001
96	SELF-INSURED FUND	547,004	84,177	0	276,600	(276,600)	72,373	282,208		\$282,208
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	1,176,539	0	0	0	207,965	6,545,784		\$6,545,784
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	4,603,695	0	4,091,083	(4,091,083)	3,750,709	11,319,518	534,452	\$10,785,066
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	3,952,892	0	0	0	7,850,785	0		\$0
125	CANNABIS GRT	0	204,000	102,100	0	102,100	306,100	0		\$0
901	HOUSING LOW RENT OPERATING	1,211,402	1,011,844	0	0	0	1,449,375	773,871	86,881	\$686,990
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	76,791,601	29,841,794	29,841,794	0	106,199,878	58,755,657	6,100,779	52,654,878

ALL FUNDS SUMMARY

BUDGET 2022-2023

1/12TH REQ RSRV
1,737,678
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining

5,542,773

FY23 BUDGET - RESOLUTION 2023-14 (#10) APRIL 11, 2023

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	23,087,677	846,208	12,886,155	(12,039,947)	20,852,131	7,755,196	2,206,423	5,548,773
	Revision #4-Additional Cost Facility Maintenance Trucks				6,000	(6,000)		(6,000)		(6,000)
	Total Revised Fund 11	17,559,597	23,087,677	846,208	12,892,155	(12,045,947)	20,852,131	7,749,196	2,206,423	5,542,773
12	INTERNAL SERVICE FUND	24,496	316,531	5,698,663	0	5,698,663	6,034,005	5,685		5,685
	Revision #4-Additional Cost Facility Maintenance Trucks			6,000		6,000	6,000	0		0
	Total Revised Fund 12	24,496	316,531	5,704,663	0	5,704,663	6,040,005	5,685		5,685
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
	Revision #7-Adjust Lodger's Tax Revenues		(6,240)			0		(6,240)		(6,240)
	Total Revised Fund 16	555,375	222,325	0	1,753	(1,753)	626,702	149,245		149,245
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)	598,940	356,796		356,796
	Revision #7-Adjust Lodger's Tax Revenues		(9,360)			0		(9,360)		(9,360)
	Revision #9-Increase Civic Center Contract Services					0	11,385	(11,385)		(11,385)
	Total Revised Fund 20	599,081	416,815	0	69,520	(69,520)	610,325	336,051		336,051
21	D.A.R.E. DONATIONS FUND	23,702	1,142			0	6,846	17,998		17,998
	Revision #1-DARE Graduation & Picnic					0	3,000	(3,000)		(3,000)
	Total Revised Fund 21	23,702	1,142	0	0	0	9,846	14,998		14,998
24	GRANT CAPITAL IMPROVEMENT	0	3,798,882	49,500		49,500	3,554,950	293,432		293,432
	Total Revised Fund 24	0	3,798,882	49,500	0	49,500	3,554,950	293,432		293,432
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	564,900	6,927,930	0	6,927,930	7,489,313	16,969		16,969
	Revision #3-Recreation Center Sale of Scrap		355			0	355	0		0
	Revision #8-Parks & Recreation Dept. Budget					0	5,650	(5,650)		(5,650)
	Total Revised Fund 32	13,452	565,255	6,927,930	0	6,927,930	7,495,318	11,319		11,319
33	FIRE PROTECTION	907,446	740,788			0	1,557,671	90,563		90,563
	Revision #11-State Fire Marshal Stipend Award		25,000			0	25,000	0		0
	Total Revised Fund 33	907,446	765,788	0	0	0	1,582,671	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
	Revision #2-KAB Grant FY22 Carryover					0	5,509	(5,509)		(5,509)
	Total Revised Fund 37	101,774	52,583	0	0	0	63,090	91,267		91,267
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	2,249,750		3,722,863	(3,722,863)	39,720	2,262,618	252,119	2,010,499
	Total Revised Fund 42	3,775,451	2,249,750	0	3,722,863	(3,722,863)	39,720	2,262,618	252,119	2,010,499
44	TRANSPORTATION FUND	5,822	1,214,867	4,700,457	264,025	4,436,432	5,566,993	90,128		90,128
	Revision #5-Additional Cost Street Maintenance Truck					0	29,500	(29,500)		(29,500)
	Revision #6-Purchase New Street Maintenance Truck					0	38,729	(38,729)		(38,729)
	Total Revised Fund 44	5,822	1,214,867	4,700,457	264,025	4,436,432	5,635,222	21,899		21,899
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	2,268,687		1,945,315	(1,945,315)	1,439,989	3,592,183	268,391	3,323,792
	Total Revised Fund 49	4,708,800	2,268,687	0	1,945,315	(1,945,315)	1,439,989	3,592,183	268,391	3,323,792
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	564,476		293,000	(293,000)	9,930	1,573,499		1,573,499
	Total Revised Fund 61	1,311,953	564,476	0	293,000	(293,000)	9,930	1,573,499		1,573,499
63	COMMUNITY DEVELOPMENT	0	0	489,892	28,910	460,982	458,651	2,331		2,331
	Total Revised Fund 63	0	0	489,892	28,910	460,982	458,651	2,331		2,331
69	1994 GROSS RECEIPTS	3,345,432	2,257,690		2,873,033	(2,873,033)	39,720	2,690,369	553,051	2,137,318
	Total Revised Fund 69	3,345,432	2,257,690	0	2,873,033	(2,873,033)	39,720	2,690,369	553,051	2,137,318
71	ALAMO SENIOR CENTER	430	918,260	926,366	0	926,366	1,831,448	13,608		13,608
	Total Revised Fund 71	430	918,260	926,366	0	926,366	1,831,448	13,608		13,608
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	SENIOR VOLUNTEER PROGRAM	7,313	139,307	10,000	0	10,000	147,803	8,817		8,817
	Total Revised Fund 75	7,313	139,307	10,000	0	10,000	147,803	8,817		8,817
81	WATER/SEWER OPERATING	15,099,374	13,772,451	2,142,063	2,389,294	(247,231)	17,860,735	10,763,859	1,463,850	9,300,009
	Revision #10-Equipment Replacement at WWTP					0	68,000	(68,000)		(68,000)
	Revision #13-Insurance Proceeds/Electric Rebate		17,609			0	17,609	0		0
	Total Revised Fund 81	15,099,374	13,790,060	2,142,063	2,389,294	(247,231)	17,946,344	10,695,859	1,463,850	9,232,009
82	98 JT WATER/SEWER BOND P&I	1,119,487	13,473	1,846,380		1,846,380	1,846,378	1,132,962	0	1,132,962
	Total Revised Fund 82	1,119,487	13,473	1,846,380	0	1,846,380	1,846,378	1,132,962	0	1,132,962
86	SOLID WASTE COLLECTION SYS.	771,643	2,454,909		152,769	(152,769)	2,300,940	772,843	178,583	594,260
	Total Revised Fund 86	771,643	2,454,909	0	152,769	(152,769)	2,300,940	772,843	178,583	594,260
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	577,920		764,146	(764,146)	1,191,288	905,298		905,298
	Total Revised Fund 89	2,282,812	577,920	0	764,146	(764,146)	1,191,288	905,298	0	905,298
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	4,089,653	543,488	33,052	510,436	4,623,583	19,406	0	19,406
	Total Revised Fund 91	42,900	4,089,653	543,488	33,052	510,436	4,623,583	19,406	0	19,406
94	OTERO GREENTREE REG LANDFILL	3,655,124	1,263,067		4,276	(4,276)	3,118,914	1,795,001		1,795,001
	Total Revised Fund 94	3,655,124	1,263,067	0	4,276	(4,276)	3,118,914	1,795,001	0	1,795,001
96	SELF-INSURED FUND	547,004	84,177		276,600	(276,600)	72,373	282,208		282,208
	Total Revised Fund 96	547,004	84,177	0	276,600	(276,600)	72,373	282,208	0	282,208
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	1,176,539			0	207,965	6,545,784		6,545,784
	Total Revised Fund 105	5,577,210	1,176,539	0	0	0	207,965	6,545,784		6,545,784
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	4,603,695		4,091,083	(4,091,083)	3,750,709	11,319,518	534,452	10,785,066
	Total Revised Fund 109	14,557,615	4,603,695	0	4,091,083	(4,091,083)	3,750,709	11,319,518	534,452	10,785,066
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
	Revision #12-ARPA Second Distribution		3,952,892			0	3,952,892	0		0
	Total Revised Fund 124	3,897,893	3,952,892	0	0	0	7,850,785	0	0	0
125	CANNABIS GRT	0	204,000	102,100		102,100	306,100	0		0
	Total Revised Fund 125	0	204,000	102,100	0	102,100	306,100	0		0
901	HOUSING LOW RENT OPERATING	1,211,402	1,011,844			0	1,449,375	773,871	86,881	686,990
	Total Revised Fund 901	1,211,402	1,011,844	0	0	0	1,449,375	773,871	86,881	686,990
903	HOUSING HOMEOWNERSHIP OPER	704,785	990			0	17,859	687,916		687,916
	Total Revised Fund 903	704,785	990	0	0	0	17,859	687,916	0	687,916
904	HOUSING CAPITAL FUND PROJECTS	8	1,283,943			0	1,283,943	8		8
	Total Revised Fund 904	8	1,283,943	0	0	0	1,283,943	8		8
TOTALS FY2023		88,163,935	76,791,601	29,841,794	29,841,794	0	106,199,878	58,755,657	6,100,779	52,654,878

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 provide additional funding for the D.A.R.E. Graduations and Picnic.						
21	D.A.R.E. DONATIONS FUND					
		Expenditures				
		021-4504-420.57-85	Special Projects	1,000	3,000	4,000
			Total Expenditures	1,000	3,000	4,000
REVISION #2						
This budget revision is to account for funding received from the Keep Alamogordo Beautiful Grant in FY22 and not carried over to FY23.						
37	STATE HIGHWAY CLEANUP					
		Expenditures				
	SP2203	037-0006-431.31-80	Landscaping Beautification	4,500	5,509	10,009
			Total Expenditures	4,500	5,509	10,009
REVISION #3						
This budget revision is to budget for the sale of scrap and the corresponding expenditure budget in the Recreation budget.						
32	COMMUNITY SERVICES FUND					
		Revenues				
		032-6106-316.15-05	Sale of Scrap	0	355	355
			Total Revenues	0	355	355
		Expenditures				
		032-6106-450.57-45	Sponsorship Appropriation	11,707	355	12,062
			Total Expenditures	11,707	355	12,062
REVISION #4						
This budget revision is to provide funding for additional costs associated with purchase of Facility Maintenance Trucks.						
12	INTERNAL SERVICE FUND					
		Transfers In				
		012-0000-391.19-11	Trans fr (11) General	4,688,355	6,000	4,694,355
			Total Transfers In	4,688,355	6,000	4,694,355
		Expenditures				
	CERFAC	012-3303-419.61-60	CER Equipment Replacement	425,451	6,000	431,451
			Total Expenditures	425,451	6,000	431,451
11	GENERAL					
		Transfers Out				
		011-0000-491.18-12	Trans to (11) Internal Service	4,688,355	6,000	4,694,355
			Total Transfers Out	4,688,355	6,000	4,694,355
REVISION #5						
This budget revision is to provide funding for additional costs associated with purchase of Street Maintenance Truck.						
44	TRANSPORTATION FUND					
		Expenditures				
	CERSTR	044-5203-431-61-60	Capital Equipment	485,093	29,500	514,593
			Total Expenditures	485,093	29,500	514,593
REVISION #6						
This budget revision is to provide funding to purchase Street Maintenance Truck.						
44	TRANSPORTATION FUND					
		Expenditures				
	CERSTR	044-5203-431-61-60	Capital Equipment	514,593	38,729	553,322
			Total Expenditures	514,593	38,729	553,322
REVISION #7						
This budget revision is to adjust Lodger's Tax to actual after Tax was rescinded.						
16	LODGER'S TAX-PROMOTIONS					
		Revenues				
		016-0000-311.10-20	Lodger's Tax	227,065	(6,240)	220,825
			Total Revenues	227,065	(6,240)	220,825
20	LODGER'S TAX-CITY'S SHARE					
		Revenues				
		020-0000-311.10-20	Lodger's Tax	340,597	(9,360)	331,237
			Total Revenues	340,597	(9,360)	331,237

REVISION #8

This budget revision is to establish remainder of Parks & Recreation Department budget for the remainder of FY23.

32 COMMUNITY SERVICES			
<i>Expenditures</i>			
032-1803-450.30-45		0	50
032-1803-450.30-55		0	750
032-1803-450.31-60		0	100
032-1803-450.44-21		0	100
032-1803-450.50-50		0	1,000
032-1803-450.56-05		0	1,000
032-1803-450.56-45		0	2,000
032-1803-450.57-34		0	500
032-1803-450.58-02		0	150
Total Expenditures		0	5,650

REVISION #9

This budget revision is to increase Contract Services for cost of bar point of sale system contract.

20 LODGER'S TAX-CITY'S SHARE			
<i>Expenditures</i>			
020-0006-454.57-34	Contract Services	8,758	11,385
Total Expenditures		8,758	20,143

REVISION #10

This budget revision is to provide funding to replace the RST Drum on the Belt Filter Press at the Wastewater Filter Plant.

81 WATER/SEWER FUND			
<i>Expenditures</i>			
UD_25 081-9399-990.60-88	Improvements	1,243,500	68,000
Total Expenditures		1,243,500	1,311,500

REVISION #11

This budget revision is to account for the State Fire Marshal's Department of Homeland Security FY23 Stipend award to the Alamogordo Fire Department. Funds will be used to compensate volunteer firefighters for training and emergency response.

33 FIRE PROTECTION FUND			
<i>Revenues</i>			
FD2303 033-0000-317.16-13	State Grant	0	25,000
Total Revenues		0	25,000
<i>Expenditures</i>			
FD2303 033-0000-421.20-03	Temp./Part-Time	0	22,261
FD2303 033-0000-421.20-15	Social Security	0	1,703
FD2303 033-0000-421.20-30	Worker's Comp. Insurance	0	916
FD2303 033-0000-421.20-31	Worker's Comp. Admin. Fee	0	120
Total Expenditures		0	25,000

REVISION #12

This budget revision is to account for the second disbursement of the Federal American Rescue Plan Act funds.

124 AMERICAN RESCUE PLAN ACT			
<i>Revenues</i>			
124-0000-317.16-73	Federal Grant	0	3,952,892
Total Revenues		0	3,952,892
<i>Expenditures</i>			
124-0099-990.67-76	Tank Improvements	2,290,295	3,952,892
Total Expenditures		2,290,295	6,243,187

REVISION #13

This budget revision is to account for Pump Damage Insurance Proceeds and the Otero County Co-Op Rebate.

81 WATER/SEWER FUND			
<i>Revenues</i>			
081-0000-316.15-15	City Misc. Reimb/Claims	0	17,609
Total Revenues		0	17,609
<i>Expenditures</i>			
081-5703-461.33-25	Maintenance Supplies	141,621	17,609
Total Expenditures		141,621	159,230

RESOLUTION NO. 2023-14

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 April 11, 2023, 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 April 11, 2023, 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 11th day of April 2023.

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

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughes, City Clerk

APPROVED AS TO FORM:

Ashley N. Smith, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/11/2023

Report Date: 04/04/2023

Report No: 7.

Submitted By: Britney Ybarra

Subject: Consider, and act upon, an amendment to the grant funding from the Non-Metro Area Agency on Aging FY23 contract, specifically for the Evidence-based Health program. The purpose of the amendment is to revise the original contract amount from \$484,825.86 to \$472,343.46, thereby **decreasing** the total dollar amount by \$12,482.40. (*Magdalena Morales, ASC Manager / Veronica Ortega, Community Services Director*).

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: III-D (Evidence-based):

Original contract amount: \$14,982.40

Revised contract amount: \$12,482.40

Recommendation: Approve the amendment for Contract No. 2022-23-64012

Background: Due to the limited services provided in the Evidence-based (EB) program, funding has been decreased. The EB program has been funded since 2017. However, due to extensive requirements for teachers, the Senior Center has not been able to recruit qualified instructors.

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

**TITLE III FEDERAL AND STATE SUB-AWARD
AMENDMENT # 1**

This Amendment is made and entered into this 1st day of March, 2023, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and **City of Alamogordo**, hereinafter referred to as the "Subrecipient Contractor".

1. Purpose of Amendment. The purpose of the Amendment is to revise the original contract amount from **\$484,825.86** to **\$472,343.46** thereby **decreasing** the total dollar amount by **\$12,482.40**.
2. Changes to Contract. The following changes are amendments to the contract:
 - A. Scope of Services, C. Deliverables is amended to add: The service unit estimates identified in the Service Delivery Plan are adjusted as follows:

Service Category	Projected From	Projected To
Evidence-Based Health Programming	2,500 hours	417 hours

All other service categories remain unchanged.

- B. Scope of Services, E. Payment for Services is amended to read: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$472,343.46**. Said aggregate amount is to be derived from the following sources.
 1. \$38,008.13 from Title III-B of the OAA [Assistance Listing Number 93.044];
 2. \$58,527.78 from Title III-C1 of the OAA [Assistance Listing Number: 93.045];
 3. \$26,605.43 from Title III-C2 of the OAA [Assistance Listing Number: 93.045];
 4. **\$2,500.00** from Title III-D of the OAA [Assistance Listing Number: 93.043];
 5. \$0 from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
 6. \$346,702.12 from the NMGAA-State/HB-2
3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Subrecipient Contractor and NCNMEDD, Non-Metro AAA.
4. For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective March 1, 2023

City of Alamogordo
Legal Name of Subrecipient Contractor

Signature

Brian Cesar, City Manager
Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

March 1, 2023
Date

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/11/2023

Report Date: 03/30/2023

Report No: 8.

Submitted By: Belinda Bass

Subject: Consider, and act upon, Golf Course Fee Update. (*Grant Dalpes, G&L Golf Pro*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: The first update in golf fee in several years.



DATE: March 7, 2023

TO: Brian Cesar
City Manager
City of Alamogordo

FROM: Grant Dalpes, PGA
General Manager
Desert Lakes Golf Course

Re: 2023 Annual Pass & Green fee increases

Overview

The following suggested rate increases were developed from historical usage of Desert Lakes; surveys of golf courses in the area that are similar in demographics to Desert Lakes; studies by the PGA of America on the current state of golf participation in the area as well as around the country; and common sense as to creating a rate increase that does not have an adverse effect on play and participation.

We last raised rates in 2021 and we believe it is time to raise rates again because of coming possible state mandates along with the ongoing inflation that has already put all of us at a disadvantage with normal operational costs.

The suggested rate raise will keep us competitive with other courses in our area and we believe still marketable in Alamogordo. We have suggested a larger percentage increase in the daily Military & COA Employee rates as well as carts. In our recent survey of courses in our area, we have found that our rates were among the lowest.

G & L Golf has made these rate increase proposals for thirty (30) years and we are very careful in doing so. We understand the need to raise rates but also understand the possible negative impact any rate raise can have; therefore, we always do a great deal of research and give significant thought to how a raise will impact the budget as well as the usage.

See Rate Raise attached:

Desert Lakes Golf Course

Proposed Rate

Effective: July 1, 2023

All rates are taxed at the point of sale.

Proposed Green Fee Increase

Description	2021-22 Rates	Proposed 2023	% Raised	# Sold 2022	Total Impact for both COA & G & L			COA Impact	G & L Impact
9 Hole Adult	\$ 12.25	\$ 13.00	-6%	3483	\$ 2,612.25	\$ 2,089.80	\$ 522.45		
9 Hole Junior	\$ 5.00	\$ 5.00	0%	353	\$ -	\$ -	\$ -		
9 Hole Senior	\$ 11.25	\$ 12.00	-6%	3548	\$ 2,661.00	\$ 2,128.80	\$ 532.20		
18 Hole Adult	\$ 24.50	\$ 26.00	-6%	1522	\$ 2,283.00	\$ 1,826.40	\$ 456.60		
18 Hole Junior	\$ 10.00	\$ 10.00	0%	135	\$ -	\$ -	\$ -		
18 Hole Senior	\$ 22.50	\$ 24.00	-6%	2860	\$ 4,290.00	\$ 3,432.00	\$ 858.00		
9 Hole COA & Military	\$ 8.50	\$ 9.50	-11%	2389	\$ 2,389.00	\$ 1,911.20	\$ 477.80		
18 Hole COA & Military	\$ 17.00	\$ 19.00	-11%	2228	\$ 4,456.00	\$ 3,564.80	\$ 891.20		
					\$ 18,691.25	\$ 14,953.00	\$ 3,738.25		

Proposed Golf Pass Increase

Description	2019-2022 Rates	Proposed increase		# Sold 2022	Impact		
Annual 2 Senior	\$ 1,327.50	\$ 1,400.00	-5%	18	\$ 1,305.00	\$ 978.75	\$ 326.25
Annual Senior	\$ 885.00	\$ 925.00	-4%	97	\$ 3,880.00	\$ 2,910.00	\$ 970.00
Annual 2 Adult	\$ 1,462.50	\$ 1,535.00	-5%	7	\$ 507.50	\$ 380.63	\$ 126.88
Annual Adult	\$ 975.00	\$ 1,025.00	-5%	32	\$ 1,600.00	\$ 1,200.00	\$ 400.00
Business Pass	\$ 1,700.00	\$ 1,785.00	-5%	7	\$ 595.00	\$ 446.25	\$ 148.75
Summer Pass April thru September							
Summer 2 Adult	\$ 765.00	\$ 800.00	-4%	4	\$ 140.00	\$ 105.00	\$ 35.00
Summer Adult	\$ 510.00	\$ 550.00	-7%	25	\$ 1,000.00	\$ 750.00	\$ 250.00
Winter Pass October thru March							
Winter 2 Adult	\$ 765.00	\$ 800.00	-4%	0	\$ -	\$ -	\$ -
Winter Adult	\$ 510.00	\$ 550.00	-7%	11	\$ 440.00	\$ 330.00	\$ 110.00
					\$ 9,467.50	\$ 7,100.63	\$ 2,366.88

Proposed Private Carts

Shed Fees	\$ 350.00	\$ 375.00	-7%		\$ -	\$ -	\$ -
Trail Fees	\$ 900.00	\$ 950.00	-5%	15	\$ 750.00	\$ 450.00	\$ 300.00
					\$ 750.00	\$ 450.00	\$ 300.00

Rates Controlled by Golf Professional

9 Hole Carts	\$ 6.75	\$ 8.00	-16%	9065	\$ 11,331.25	\$ 4,532.50	\$ 6,798.75
18 Hole Carts	\$ 13.50	\$ 16.00	-16%	6602	\$ 16,505.00	\$ 6,602.00	\$ 9,903.00
9 Hole Military	\$ 5.50	\$ 6.50	-15%	1988	\$ 1,988.00	\$ 795.20	\$ 1,192.80
18 Hole Military	\$ 11.00	\$ 13.00	-15%	2245	\$ 4,490.00	\$ 1,796.00	\$ 2,694.00
					\$ 34,314.25	\$ 13,725.70	\$ 20,588.55
Small Range	\$ 4.62	\$ 4.86	-5%	4775	\$ 1,146.00	\$ 458.40	\$ 687.60
Large Range	\$ 6.47	\$ 6.71	-4%	4341	\$ 1,041.84	\$ 416.74	\$ 625.10
Extra Large Range	\$ 8.32	\$ 8.56	-3%	703	\$ 168.72	\$ 67.49	\$ 101.23
					\$ 2,356.56	\$ 942.62	\$ 1,413.94

Total Impact on revenue	Golf Pass	\$ 9,467.50	\$ 7,100.63	\$ 2,366.88
	Green Fees	\$ 18,691.25	\$ 14,953.00	\$ 3,738.25
	Private Carts	\$ 750.00	\$ 450.00	\$ 300.00
	Carts	\$ 34,314.25	\$ 13,725.70	\$ 20,588.55
	Range	\$ 2,356.56	\$ 942.62	\$ 1,413.94
		\$ 65,579.56	\$ 37,171.95	\$ 28,407.61

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/11/2023

Report Date: 04/07/2023

Report No: 9.

Submitted By: Dylan Aleshire

Subject: Consider, and act upon, the proposed recommendations by the City Charter Committee. *(Benjamin Luna Jr., Chairman of the City Charter Committee)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the proposed recommendations.

Background: During the regular Commission meeting on January 10, 2023, the Commission passed Resolution 2023-03 Establishing a Charter Committee. During the regular Commission meeting on February 14, 2023, the City Charter Committee was appointed by the City Commission to review the effectiveness of the Charter and make recommendations to the City Commission within sixty (60) days of its appointment. The appointed members of the City Charter Committee are Benjamin Luna Jr., Shannan Wright, Vesta S. Edmond, Tim Mills, Marjorie L. Schulze, and Vincent Jones. The Committee met on March 2, 2023, March 16, 2023, and March 30, 2023. Attached are the compiled recommendations from the Committee.

PROPOSED RECOMMENDATIONS BY THE CITY CHARTER COMMITTEE – 04/11/2023

PART I CITY CHARTER

PREAMBLE

We, the citizens of Alamogordo, New Mexico, under the Constitution and Laws of New Mexico, ordain and establish this Charter for the City of Alamogordo, New Mexico.

ARTICLE I. INCORPORATION AND POWERS

The incorporated municipality known as Alamogordo, (hereinafter "City") existing within its present or future boundaries, shall exercise all powers and perform all functions not expressly denied.

ARTICLE II. FORM OF GOVERNMENT

The form of government for the City of Alamogordo is the Commission-Manager form of government.

ARTICLE III. ELECTORS

Any registered, qualified elector of the City may vote in any City election and may be a candidate for any City office for which he or she is qualified.

ARTICLE IV. ELECTED OFFICERS

The elected officers of the City are six (6) Commissioners, one (1) Mayor, and one (1) Municipal Judge.
(Amd. of 3-6-12)

ARTICLE V. QUALIFICATIONS FOR CANDIDACY

Candidates for elective office in the City shall be qualified electors with the following additional qualifications:

Section 1. Candidates-at-Large.

Candidates-at-Large must reside within the city- for twelve months prior to candidacy.
(Amd. of 3-1-16)

Section 2. Candidates for District Offices.

Candidates for District Offices must reside in the District they seek to represent- for twelve months prior to candidacy.

(Amd. of 3-1-16)

Section 3. Disclosure.

Each candidate for City office shall file a disclosure statement with the City Clerk, at the time of filing for the office. This statement shall identify all real property and businesses in New Mexico in which the candidate has a financial interest.

(Ord. No. 1598 , 9-12-19)

ARTICLE VI. ELECTIONS

Section 1. Regular City Elections.

- A. Regular City elections to elect City officers, as required, shall be held on the first Tuesday after the first Monday in November of odd-numbered years.
- B. New Mexico law governing the manner of conducting City elections shall govern elections in the City.

(Ord. No. 1586 , 3-26-19)

Section 2. Elections.

- A. In the regular City election for **the Mayor at-Large and** Commissioners, the candidate receiving the greatest number of votes in each district represented is elected.
- B. ~~In the regular City Election for Mayor, the candidate receiving the greatest number of votes is elected unless that candidate fails to receive more than 50% of the vote. In that case, there shall be a special run-off election between the two candidates receiving the greatest number of votes. The run-off election shall be held within 45 days after the date that the final canvass is completed. The city commission shall by resolution set the date of the run-off election and specify the names of the candidates. The resolution shall be published once at least seven days prior to the run-off election.~~
- ~~C.~~ **B.** If a tie exists after the certification of the results of any election, the determination as to which of the tied candidates is elected shall be decided by lot.

(Amd. of 3-7-00; Amd. of 3-1-16)

Section 3. Vacancies.

- A. A vacancy occurs upon an elected officer's death, recall, resignation, or, as to Commissioners, upon termination of residency in the district represented, or upon absence from Commission meetings for a consecutive period exceeding sixty (60) days, unless a majority of the remaining incumbent City Commissioners vote to retain the absent Commissioner or the absent Mayor for an additional sixty (60) days, which vote must take place at the next following regular meeting.
- B. A vacancy in the commission, including the office of mayor, shall be filled by appointment of the commission of a person qualified under Article V. The Commission must declare by resolution that a vacancy exists. The resolution declaring the vacancy must be adopted by the Commission within fifteen days of the vacancy. The Commission must appoint an eligible person by majority vote to fill the vacant office at the first regular meeting following the expiration of thirty days after the adoption of the resolution. If the Commission fails to

make the appointment at that meeting, the Mayor must, within fifteen days, appoint an eligible person to fill the vacancy. The Commission may by ordinance establish the specific procedures for selecting an eligible person to fill a vacancy. The commissioner or mayor appointed or elected shall serve for the remainder of the unexpired term for which the commissioner or mayor who vacated the position was elected.

- C. If the entire Commission is vacated simultaneously, the Municipal Judge shall perform the function of the Commission only as concerns the calling of a special election to fill the vacancies.

(Amd. of 3-7-00; Amd. of 3-2-10; Amd. of 3-6-12)

Section 4. Non-Partisan Elections.

Elections for City officers shall be non-partisan. The party affiliation of candidates shall not appear on the ballot nor on any official document relating to the candidate or to the election.

ARTICLE VII. THE GOVERNING BODY

Section 1. Equality of Commissioners.

All Commissioners, including the Mayor, except as otherwise provided by this Charter, shall have equal voting power, privileges and prerogatives.

(Amd. of 3-6-12)

Section 2. Composition.

The governing body shall be comprised of six (6) members to be known as commissioners and one (1) member to be known as mayor. The six (6) commissioners shall be elected by the qualified voters of each of the six (6) single-member districts. The mayor shall be elected at large.

(Amd. of 3-6-12; Amd. of 3-1-16)

Section 3. Term of Office.

The term of office for all commissioners, including the mayor, shall be four (4) years. Elections shall be held on a staggered basis on the first Tuesday after the first Monday in November of each odd-numbered year. The terms of office for the current municipal office holders seated upon City's opt-in to the Regular Local Election is adjusted, so that:

~~(A) municipal officers elected or appointed to a term ending in 2020 shall serve until December 31, 2019, the new term of the position shall be elected at the regular local election in November 2019, and the new term shall commence January 1, 2020.~~

~~(B) municipal officers elected or appointed to a term ending in 2022 shall serve until December 31, 2021, the new term of the position shall be elected at the regular local election in November 2021, and the new term shall commence January 1, 2022~~

(Amd. of 6-20-95; Amd. of 3-18-97; Amd. of 3-6-12; Ord. No. 1586 , 3-26-19)

Section 4. Districts.

The Commission shall be divided into six (6) districts. The boundaries of each district shall be established by ordinance. Within one year after publication of each National Census, the Commission shall reaffirm that the City is divided into six (6) Districts that are compact in area and as nearly equal in population as possible.

(Amd. of 3-18-97; Amd. of 3-6-12; Amd. 3-1-16)

Section 5. Meetings.

All City Commission meetings are open to the public and the official records open to inspection, except for closed executive sessions held in accordance with the State Open Meetings Act. A quorum consists of a majority of incumbent Commissioners and the Mayor.

- A. Regular meetings shall take place twice monthly at a place, time and day determined by ordinance. Regular meetings shall not occur on legal holidays.
- B. Special meetings shall be called by the Mayor or any two (2) Commissioners, for the purpose of discussing or acting on any City business.
- C. Emergency meetings shall be called by the Mayor or any Commissioner, to resolve emergency matters involving clear and present danger to the health, safety or welfare of the citizens of Alamogordo.

(Amd. of 3-1-16)

Section 6. Compensation.

Upon implementation of this Charter, Commissioners shall receive fifty dollars (\$50.00) compensation for expenses for each regular meeting attended and for each regular meeting not attended by reason of official City business. This minimum compensation shall not be changed unless the proposed change is submitted to, and approved by, the electorate at a regular City election. Any additional compensation shall be established by ordinance.

(Amd. of 3-1-16)

Section 7. Incompatibility of Offices.

No member of the Commission or the Mayor may hold any other local, state, or federal elected office. Acceptance of the second elected office constitutes an automatic resignation from the position of Alamogordo City Commissioner or Mayor, and the vacancy thereby created shall be filled in the same manner as other vacancies on the City Commission are filled.

(Amd. of 3-2-10; Amd. of 3-1-16)

ARTICLE VIII. MAYOR AND MAYOR PRO-TEM

Section 1. Selection; Term; Removal.

- A. An organizational meeting shall be held as soon as practicable after each Regular City election in which Commissioners are elected.

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- B. The Commission and Mayor shall elect one of its members to serve as Mayor Pro-Tem. The term of office for the Mayor Pro-Tem shall be until the next organizational meeting of the Commission.
 - C. An organizational meeting shall also be held if the office of the Mayor Pro-Tem becomes vacant. Said office becomes vacant in the manner specified in Article VI, Section 3.
 - D. A motion for removal of the Mayor Pro-Tem shall be made at a regular meeting, and must be seconded by two (2) Commissioners or one (1) Commissioner and the Mayor. The motion for removal shall be voted upon at the next regular meeting and shall require the affirmative votes of no fewer than five (5) Commissioners for passage.

(Amd. of 3-2-10; Amd. of 3-6-12; Amd. of 3-1-16)

Section 2. Powers and Duties of Mayor.

The Mayor shall preside at all meetings of the Commission and shall perform such duties as are imposed by the Commission. The Mayor has all the powers and duties of a Commissioner, including the right to vote upon all questions under consideration.

The Mayor is the official head of the City for all ceremonial and military purposes. With the advice, and subject to the approval of a majority of the Commission, the Mayor shall appoint and may remove, if necessary, members of the public boards, commissions and committees of the City. The Mayor shall lead, guide and develop with the City Commission, City Manager, and other appropriate individuals, short and long range plans and goals for the City concerning its growth and development. The Mayor shall present an annual state of the City message at a Public Meeting determined by the Mayor.

(Amd. of 3-6-12; Amd. of 3-1-16)

Section 3. Powers and Duties of Mayor Pro-Tem.

In the absence of the Mayor, the Mayor Pro-Tem shall perform the duties of the Mayor.

ARTICLE IX. THE MUNICIPAL JUDGE

There shall be one Municipal Judge elected at-Large for a four-year term, who shall serve in accordance with applicable state law.

(Amd. of 6-20-95; Amd. of 3-1-16)

ARTICLE X. INITIATIVE, REFERENDUM, AND RECALL

Section 1. Initiative.

- A. Upon petition, signed by the qualified electors in a number ~~no less~~ **more** than twenty (20) per cent of the average number of voters who voted at the previous four (4) regular City elections or ~~no less~~ **more** than twenty (20) per cent of the number of voters who voted at the previous regular City election, whichever is the greater, any measure may be proposed to the Commission for enactment within thirty (30) days of the date of ~~filing~~ **verification of** the petition. If the Commission: (1) fails to act, (2) acts adversely, or (3) amends the proposed measure, the Commission shall ~~call a special election in not less than thirty (30) days nor more than sixty (60)~~ **within ten (10) days of the expiration of the thirty (30) day period, adopt an election**

resolution calling for the holding of a special election within ninety (90) days of the thirty (30) day period for the purpose of submitting the measure to the electorate.

- B. The ballot shall contain the proposed measure and the measure as amended, if the Commission amends the proposed measure. After each measure there shall be printed the words:

"for" and

"against,"

with spaces for crosses after each word.

- C. The measure receiving a majority of the votes cast on that measure in its favor is adopted. If each measure receives a majority of votes cast on that measure in its favor, the measure receiving the greatest number of votes cast in its favor is adopted.

Section 2. Referendum.

- A. If within thirty (30) days following the adoption of an ordinance or resolution by the Commission, a petition, signed by the qualified electors, in a number ~~no less~~ **more** than twenty (20) per cent of the average number of voters who voted at the previous four (4) regular City elections or ~~no less~~ **more** than twenty (20) per cent of the number of voters who voted at the previous regular City election, whichever is greater, is presented to the Commission asking that the ordinance or resolution in question be submitted to a special election for its adoption or rejection, the ordinance or resolution shall become ineffective ~~and the Commission shall provide for an election on the measure within sixty (60) days of the filing of the petition.~~ **upon verification of the petition and the Commission shall within ten (10) days of verification adopt a resolution calling for the holding of a special election on the measure within ninety (90) days of the verification of the petition.**

- B. The ballot shall contain the text of the ordinance or resolution in question. Below the text shall be the phrases:

"for" and

"against,"

with spaces for crosses after each word.

If a majority of the votes cast favor the measure, it shall take effect immediately. If a majority of the votes cast are against the measure, it shall not take effect.

- C. If an ordinance or resolution is an emergency measure, it shall go into effect immediately, but it shall be subject to repeal by an adverse majority at a referendum election.
- D. The referendum procedure of this section shall not be available for any ordinance authorizing bonds or other obligations where such ordinance, bonds or other obligations previously have been approved at a City election.

Section 3. Recall.

Any City Commissioner, including the Mayor, is subject to a recall election. Upon petition seeking a recall of a Commissioner or Mayor, the Commission shall call a special election within sixty (60) days, ~~unless the regular City election occurs within ninety (90) days.~~

(a) **unless the regular City election occurs within ninety (90) days.**

(b) **but shall not be conducted later than one hundred eighty (180) days from the end of the term for the office for which the recall of the named official is sought.**

Notice of Intent to circulate a petition for recall must be dated and filed with the City Clerk and shall include a statement of the reason for the recall. Each page of a recall petition, before any signatures are signed to it, must be endorsed by the manual or facsimile signature of the City Clerk and the date of filing of Notice of Intent; the City Clerk shall provide this without charge. The recall petition must be submitted to the City Clerk with the requisite number of signatures, within one hundred and twenty (120) days of the date of filing the Notice of Intent. **No petition seeking for the recall of Commissioner or Mayor shall be submitted more than once during the same term of office to which the official is elected.**

The petition shall be signed by ~~no less~~ **more** than twenty (20) percent of the number of registered voters in that Commissioner's district at the time the Commissioner was elected. If the petition seeks to recall the Mayor, the petition shall be signed by ~~no less~~ **more** than twenty (20) percent of the number of registered voters residing in the City at the time the Mayor was elected. The special recall election of a Commissioner shall be held only in that Commissioner's district. The special recall election of a Mayor shall be citywide.

If a majority favors recall and this majority equals or exceeds the number of votes the Commissioner or the Mayor received when elected, the office shall be declared vacated, and the office shall be filled as are other vacancies. A Commissioner or Mayor who is recalled shall not be eligible for re-election until the term for which the Commissioner was originally elected has expired.

If a recall election results in a failure to secure the votes necessary to recall, the Commissioner or Mayor who is the subject of the election shall not again be subject to recall until after six (6) months from the date of the recall election.

(Amd. of 3-18-97; Amd. of 3-6-12; Amd. of 3-1-16)

ARTICLE XI. THE CITY MANAGER

Section 1. Qualifications; Appointment.

A City Manager shall be appointed, solely on the basis of his or her qualifications, for an indefinite term. His or her selection shall not be limited by reason of former residence. His or her salary shall be fixed by the Commission. The appointment or removal of a City Manager shall require the affirmative votes of no fewer than four (4) Commissioners or three (3) Commissioners and the Mayor.

(Amd. of 3-1-16)

Section 2. Duties.

The City Manager is the chief executive officer of the City. He or she shall have a seat, but no vote, at every meeting of the Commission. The City Manager:

- (a) Shall enforce and carry out all ordinances, rules and regulations adopted by the Commission;
- (b) Shall employ and discharge employees of the City;
- (c) Shall prepare and submit an annual budget to the Commission;
- (d) Shall make recommendations to the Commission concerning the welfare of the City;
- (e) Or his or her designated agent, shall be the person for the purpose of civil process.

(Amd. 3-1-16)

ARTICLE XII. THE CHARTER

Section 1. Saving Clause.

All bylaws, ordinances and resolutions in force in the City before the adoption of this Charter shall remain in full force and effect until amended or repealed. All rights and property which were vested in the City shall remain so vested under this Charter. No existing contract or franchise and no existing right or liability and no pending litigation of any kind shall be affected by the adoption of this Charter.

Section 2. Severance Clause.

The provisions of this Charter are severable, and if any provision or part thereof is held to be illegal or unconstitutional as applied to any person or situation, the remainder of this Charter or its applicability to other persons or situations shall not be affected.

Section 3. Amendment or Repeal; Periodic Review.

- A. This Charter shall be amended or repealed in accordance with state law, except that any petition for amendment or repeal must be signed by qualified electors in a number no less than twenty (20) per cent of the average number of voters who voted at the previous four (4) regular City elections or no less than twenty (20) per cent of the number of voters who voted at the previous regular City election, or by five (5) per cent of the qualified electors of the municipality, whichever is greater.
- B. Every ten (10) years, the Commission shall appoint a committee to review the effectiveness of this Charter and make **their final** written recommendations to the City Commission within sixty (60) days of its appointment.

Section 4. Effective Date.

This Charter shall become effective ten (10) days following the certification of the election of City officials required.

Section 5. Reserved.

Editor's note(s)—An amendment of March 7, 2000, amended the Charter by repealing former section 5 in its entirety. Former section 5 pertained to the transition of the city government, and was a part of the original Charter.

PASSED, APPROVED AND ADOPTED THIS 9th DAY OF March, 1983. *

CITY OF ALAMOGORDO, NEW MEXICO

a municipal corporation

By /s/ HENRY P. PACELLI

MAYOR

ATTEST:

/s/ ANGIE J. RAHN, CITY CLERK

*Amended June 20, 1995; Amended March 18, 1997; Amended March 7, 2000; Amended March 6, 2012;
Amended March 1, 2016; Amended March 26, 2019; Amended April 25, 2023.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 4/11/2023

Report Date: 04/07/2023

Report No: 10.

Submitted By: Dylan Aleshire

Subject: Adjourn into Executive Session in compliance with 10-15-1(H)(2) NMSA (as amended) to discuss limited personnel matters: City Manager Evaluation. (*Susan Payne, Mayor*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: