Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

July 23, 2019 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

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

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

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

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

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

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

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 575-439-4205.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation of the Alamogordo Public Library Advisory Board. *(Sharon Rowe, Alamogordo Public Library Manager)*

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 July 9, 2019 Regular meeting. *(Rachel Hughs, City Clerk)*

3. Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY 20 contract for Direct Purchase of Services for senior programs. *(Magdalena Morales, ASC Manager)*

4. Approve Resolution No. 2019-34 authorizing the Mayor to execute the agreement for membership in the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG). *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

5. Consider, and act upon, approval of an agreement with the New Mexico Economic Development District, Non-Metro Area Agency on Aging (NMAAA) for the Nutrition Service Incentive Program (NSIP). *(Magdalena Morales, ASC Manager)*

6. Approve the Annual Reports from City Boards, Commissions and Committees for Calendar Year 2019 January to June. *(Rachel Hughs, City Clerk)*

7. Consider, and act upon, a Mutual Agreement for Termination of Ground Leases and Conveyance of Lessee's Improvements relating to Oregon School. *(Brian Cesar, Interim City Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

8. Consider, and act upon, award of Public Works Bid No. 2019-004 to Mevacon, LLC related to the Housing Authority Complex, Office, and Cuba Residence Reroof project in amount not to exceed $184,904.72, including NMGRT. *(Nancy Beshaler, Project Manager)*

9. Consider, and act upon, designating a 2019 NMML Annual Conference voting delegate and an alternate. *(Rachel Hughs, City Clerk)*

10. Consider and act upon, Ordinance No. 1596, an Ordinance amending certain sections of Article 29-03 District use regulations of the Code of Ordinances concerning setbacks and lot sizes. *(City Planner Stella Rael)* **(Roll Call Vote Required)**

11. Consider, and act upon, Ordinance 1597 amending 11-04-020 of the Alamogordo Code of Ordinances regarding Unlawful Possession of Marijuana. *(Petria Bengoechea, City Attorney)* **(Roll Call Vote Required)**

12. Consider, and act upon, Amber Skies request for the City to repair water leaks in their community per base rate charges. *(Clifford Appel, Amber Skies Resident)*

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/23/2019 **Report Date:** 7/15/2019 **Report No:** 1.

Submitted By: Sharon Rowe

Subject: Presentation of the Alamogordo Public Library Advisory Board. *(Sharon Rowe, Alamogordo Public Library Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: For information only.

Background: Per the City Commission request, each Board/Committee will make a presentation to the Commission to update Commissioners on the current standing of the Board/Committee.

Alamogordo Public Library Advisory Board

FY 2019 Annual Report

The Board met eight out of 12 scheduled times. There were no meetings in July, October, or November 2018 due to lack of a quorum. The May 2019 meeting was cancelled due to a power outage. There was no official business transacted at three other meetings due to lack of a quorum – September and December 2018, and January 2019. So there were five actual meetings.

At the August 2018 meeting, new officers were elected. Chairman was William Dennis, Vice Chairman was Joel Hamilton, and Secretary was Karen Hutchison.

In September 2018 Karen Hutchison's term had expired. At this point there were three city board members: William Dennis, Joel Hamilton, and Roque Rosales. There were no county members. (The board is constituted of seven members, five city and two county.)

Jessica Hoidahl was appointed to fill Karen Hutchison's vacated position. She moved away and consequently attended no meetings. In December 2018 she was removed from the board.

For the February 2019 board meeting, three new city members had been appointed. They were Ryan Sanders, Michael Eshleman, and Audrey Hukari. There was discussion of changing the meeting time to suit more members, which was tabled to March.

In March 2019 elections were held for the vacant positions of Vice Chairman and Secretary. Michael Eshleman was elected as Vice Chairman and Ryan Sanders as Secretary. It was decided to leave the meetings on the second Wednesday of the month, but to move the time back from 4 p.m. to 5 p.m. Michael Eshleman reported that one person had applied for a county seat.

At the April 2019 meeting Library Manager Sharon Rowe gave a tour of the library to board members Ryan Sanders and Audrey Hukari.

On the afternoon of May 14, 2019, a transformer blew out near the Recreation Center. This caused a power loss over many blocks, including the library. Brian Cesar, City Manager, gave permission for the library to close early, since it was not known when power would be restored. One result was the cancellation of the board meeting scheduled for that day.

In June 2019 new county member Dave Dooling attended. Sharon Rowe gave him a library tour. New county appointee Cindy Stong was not present. This marked the first time in many years that all seven positions on the library were filled. The board reporting date change from a calendar to a fiscal year was mentioned. There was discussion about the function of the Board: the City Ordinance and Board By-laws were referenced.

Date	Notes	Present	Absent
July 11, 2018	No Quorum		
August 8, 2018		William Dennis, Karen Hutchison, Joel Hamilton	Roque Rosales
September 12, 2018	No Quorum		
October 10, 2018	No Quorum due to lack of members		
November 14, 2018	No Quorum due to lack of members		
December 12, 2018	No Quorum		
January 9, 2019	No Quorum due to lack of members		
February 13, 2019		William Dennis, Ryan Sanders, Michael Eshleman	Roque Rosales
March 13, 2019		William Dennis, Ryan Sanders, Michael Eshleman, Audrey Hukari	Roque Rosales
April 10, 2019		William Dennis, Ryan Sanders, Audrey Hukari	Roque Rosales, Michael Eshleman
May 8, 2019	No Meeting due to power outage		
June 12, 2019		William Dennis, Ryan Sanders, Audrey Hukari, Dave Dooling, Michael Eshleman	Roque Rosales

Prepared by Sharon Rowe, Alamogordo Public Library Manager
July 3, 2019

William G. Dennis II   July 12, 2019

Chairman,
Alamogordo Public Library Advisory Board

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/23/2019 **Report Date:** 7/17/2019 **Report No:** 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the July 9, 2019 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
July 9, 2019

RICHARD BOSS, MAYOR
AL HERNANDEZ, COMMISSIONER
NADIA SIKES, COMMISSIONER
JOSH RARDIN, COMMISSIONER
SUSAN PAYNE, COMMISSIONER
JASON BALDWIN, MAYOR PRO-TEM
DUSTY WRIGHT, COMMISSIONER
BRIAN CESAR, INTERIM CITY MANAGER
PETRIA SCHREIBER, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK

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

Mayor Boss called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present. Invocation was given by Reverend Dwight Harp and the Pledge of Allegiance was led by Commissioner Rardin.

APPROVAL OF AGENDA

Mayor Pro-Tem Baldwin moved to approve the agenda.
Commissioner Payne seconded the motion. Motion carried with a vote of 7-0-0.

PRESENTATIONS

1. Airport Advisory Board Annual Presentation for FY19 *(Manny Gonzales, Jr., Vice Chairman)*

Mr. Gonzales gave some information on the Airport Advisory Board. He spoke on aviation activity at the Airport. He said there are about 100 aircraft based at the Airport and their aircraft hangar capacity is at nearly 100 percent. This Airport is an important resource for the use of the air tanker firefighting operation. The Airport has also been host to the United States Army Helicopter's traffic. In April, the Airport partnered with the local emergency planning committee to host and operate a simulated emergency exercise. This exercise validated emergency response times and effective solutions to an Airport catastrophic event. He also mentioned the Airport hosted the second Aerospace Expo in September of 2018. He stated the Board has joined the effort in preparing careful plans to understand the requirements for eligibility with the federal aviation administration's part 139 designation. He said this designation is an essential piece of the fact pattern to the eventual prospect of regional jet service at the airport.

Mayor Boss thanked Mr. Gonzales and the other members of the Board for their service on the Board.

2. Alamogordo Promotion Board Annual Presentation for FY19. *(Michelle Brideaux, Communications & Marketing Administrator)*

Communications and Marketing Administrator Brideaux showed a PowerPoint presentation. She explained that the Promotion Board oversees fund 16, which is 40 percent of the Lodger's tax that the City brings in, and how they utilize that money to advertise Alamogordo for tourism outside of a 50-mile radius. She said last year they got nearly $40,000 in advertising through the Co-op grant. She said they did six ads in the New Mexico Magazine this year. She said it was a great opportunity to highlight some local attractions and some of these agencies actually gave financially, towards the Co-op grant match money. She encouraged everyone to go by and visit the Visitor's Center. (See Blue Book for PowerPoint)

Mayor Boss thanked the members of the Promotion's Board. Mayor Pro-Tem Baldwin asked her what Sunny 505 is on the PowerPoint. Communications and Marketing Administrator Brideaux said Sunny 505 is the Ad agency that they work with, Sunny 505 helps them come up with a strategic plan and helps them to know how to get the most bang for the buck.

PUBLIC COMMENT

Mayor Boss thanked Mr. Downer for the contribution he made to Habitat for Humanity on behalf of Mayor Boss.

Gene Downer commented on the following:
He reminded the Commission of the billions of dollars politicians are receiving in taxes related to minerals. He thought it is very important for everybody to look at every possible grant that may be available to the City. He encouraged the trash be cleaned up entering the City. He gave a pats on the back to various City departments and certain businesses. He complimented Community Services Director Ortega on the landscaping done to the entrance to the Civic Center.

Joe Lewandowski commented on the following:
He spoke on "The Right Thing to Do", a book about segregation in this area. He said it is available at the museum and encouraged everyone to read the book.

CITY MANAGER'S REPORT

Interim City Manager Cesar made the following remarks:
1. He said there will be a special meeting on July 29, 2019 for approval of the year end numbers for the FY 19 Budget year. This will allow Finance two days to finalize and upload the FY 20 to the Department of Finance and Administration (DFA).
2. He said there will be a workshop on August 6, 2019 at 6:30 p.m. for the Airport Advisory Board on regional jet service.
3. He stated the Senior Volunteer Program has received notice that the RSVP program is eligible for a permanent increase in their federal grant. He said it will raise it from $42,914 to $50,414 each year. These monies are slated for volunteer, recruitment and retention.
3. He stated the next coffee with a cop is on Monday, July 16, 2019 from 10:00 a.m. to 12:00 p.m. at Patron's Hall located at 1106 North New York Avenue.
4. He said the Recreation Center had a successful free swim day on July 4, 2019. He said their youth program "Camp Cottonwood" has been thriving this summer. He said the Recreation Center brought back the summer volleyball camp for the week of June 24th through the 28th, 2019.
5. He stated the Legal department has sent out notices to every property owner that had an outstanding lien on their property in Alamogordo. Since these notices have gone out, the legal department has fielded numerous inquiries and a number of them had made arrangements to pay their outstanding liens.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Rardin made the following comments:
He asked about the leak in front of AutoZone. Interim City Manager Cesar said they would get that information out to the Commission shortly. Commissioner Rardin asked when the Family Fun Center is going to get the video games. He said the money that was approved in 2017, there was $700,000 that was set for video games. Interim City Manager Cesar said he would get an update from Mr. Chun. He acknowledged that Senator Griggs' mother passed away.

Mayor Boss made the following comments:
He said the Big Give is where Airman from Holloman come into the community and do projects on their own time. He said he has seen firsthand where they have come in and done a $150,000 remodel on a building for $50,000. He said they are estimating that they are about to go over the $2 million dollar mark in the Big Give this year as a result of the work that they do. He said we need to appreciate that because it is work that would not have been done, the City did not have the funding to do it. He stated these airman work till midnight, in addition to their regular work. He encouraged everyone to thank an Airman anytime there is an opportunity.

CONSENT AGENDA

3. Approve the minutes for the June 25, 2019 Regular meeting. *(Rachel Hughs, City Clerk)*

4. Consider, and act upon, final publication of Ordinance 1595 amending section 2-15-080 and 2-15-090 of Chapter 2 of the Alamogordo Code of Ordinances regarding the Gross Receipts Investment Program. *(Petria Schreiber, City Attorney)* (Roll Call Vote Required)

Commissioner Hernandez moved to approve items 3 & 4 of the consent calendar.
Commissioner Rardin seconded the motion.
Roll call vote was taken.
Motion carried with a vote of 7-0-0.

NEW BUSINESS

5. Water bill dispute for property located at 123 N. Florida Ave and requesting excessive water bill to be waived in the amount of $414. *(Casey Summerfield, Property Owner)*

Interim City Manager Cesar stated there is a typo in the property address, it should be 1123 N. Florida Avenue.

Ms. Summerfield explained inconsistencies in water consumption at the residence. She said that a leak does not fix itself and it is only her and her 5-month baby at home. According to a bill that she received in June says that she has used 62,260 gallons of water. She stated her average bill is $90 a month. She is willing to pay $90 today and another $90 when she gets paid, but the extra amount she is not willing to pay because she has no proof of where that water is. She does not understand why there is a high water bill and asked for help.

Mayor Boss asked her if she has had a plumber do any searching in the yard. He also asked if there is any green grass in her yard. She said there is a little patch of green on the side of the house that has always been green and everything else is dead.

Commissioner Rardin asked her if she lives in the two-story house on the corner next to Alamotero Surveys. She said yes, she is across from the Worship Center. Commissioner Rardin explained that on Google Earth it shows there are some plants in the yard but there is no indication of a leak. Commissioner Payne said there is a little section of green.

Customer Service Manager Threadgill said in this account, the day it was initiated they received a call from the customer to go out and do a turnoff because of a leak at the property in 2018. He said in November of 2018, they sent out a courtesy notice for continuous consumption. He stated in this case, there was a buildup of water consumption. He said it looked like there was a background usage of about 2 to 3 cubic feet per hour that peaked about May 14th. He said the continuous consumption continued but it just reduced itself. There were short periods of stoppage for about seven days. On June 16th continuous consumption stopped and has not restarted since then.

Mayor Boss asked if they are sure about the integrity of the meter. Customer Service Manager Threadgill said yes, that was checked on June 7th.

Customer Service Manager Threadgill said when he last spoke to the customer, she mentioned that she was going to have a plumber go out and look at it. He advised her at that time, if she was looking for a leak, she would not find anything because there was no longer any continuous consumption. He said during the period of usage there appeared to be background usage, constant consumption. He said at first it got lower, then it stopped, recontinued and then it stopped for the last few weeks. Where that water went, he does not know. He said once it passes through the meter that is the last they can account for the water. He advised the renter that he could offer her a three-month payment plan. He said he is not convinced there is a water leak in a traditional sense only because it stopped and started and then stopped again on its own without any outside intervention.

Mayor Boss asked if someone could be tapping into the water. Customer Service Manager Threadgill said that is possible but the fact is that it is continuous for 24 hours a day. He said there is not a process for abating that for a leak abatement because nothing was repaired. He said a requirement for a leak abatement is that something is repaired.

Mayor Boss asked if there is anyway the meter could be recording that and water not passing through it. Customer Service Manager Threadgill said no, there is no device in the meter that makes it stand on its own.

Commissioner Rardin asked Customer Service Manager Threadgill what is LE10 on the hourly consumption sheets. He said it is code for continuous consumption. Commissioner Rardin asked what LE10-RS10 is. He said it is a reset during a software upgrade, which they send out upgrades about quarterly. Commissioner Rardin said it is weird because it is a short timeframe where the huge amount of consumption is. Customer Service Manager Threadgill said he has been through every possible contingency with the customer. Commissioner Rardin asked if the little black triangle continues to spin on the meter. Customer Service Manager Threadgill said yes, everything adds up. Commissioner Rardin asked what happens when they turn everything off. Customer Service Manager Threadgill said he does not know if they have checked that.

Commissioner Payne said even $95 is too much, it should be around $60. It sounds like this has been going on for a while. Customer Service Manager Threadgill said a $90 bill is not all that in frequent in Alamogordo. Commissioner Payne said it is not if you are watering your lawn. She gave an example at Love Inc., where they found a leak and they paid over $100 water bills for many months. After they fixed the leak the bill went down. She said it was not a huge leak, but a crack in the pipe. She said she is suspect where the little patch of green grass is. She said that is a lot of money for someone who is not there all day and only has a 5-month old.

Mayor Boss said if there is a patch of green in the yard there is water somewhere. Commissioner Payne said the leak at Love Inc. never registered as continuous consumption. Customer Service Manager Threadgill said it is not always a leak, it can be the sprinkler system or something. It is water passing through the meter.

Mayor Boss asked Customer Service Manager Threadgill if he had ever seen anything like this, where they weren't using this much water and there was this much water being charged. He answered he has had many customers come in and say that they did not use this much water. He said something is going on, the meters can't spin by themselves.

Commissioner Hernandez said his concern is the amount of the water bill. He said his average bill is about $65 a month and it is for he and his wife and his yard is fairly green. He said what really strikes him is if you have a leak it is usually pretty steady. He said the consumption here starts and stops, it is not normal especially during the times.

Mayor Boss mentioned that his bill usually runs about $25 a month, and when his granddaughter lived with them the bill was no more than $35 a month. Customer Service Manager Threadgill said the average bill for water and sewer is about $64 a month. He said you are looking around $49.50 without the trash. He said these are averages based on 10,000 residential accounts.

Commissioner Rardin asked what side is the meter on. Ms. Summerfield answered it is on 12th street side. Commissioner Rardin said there is a house being built right behind this house. He asked if that had anything to do with this. Commissioner Payne said no because her bill has been too high for too long.

Commissioner Rardin said he has been around construction for a long time and when there is a leak it is fairly consistent. He asked Ms. Summerfield if there is a restroom on the side of the house where the yard is green. She explained the layout of the house. Commissioner Rardin said even if a toilet is leaking, 60,000 gallons is a lot of water.

Commissioner Payne asked Customer Service Manager Threadgill if he had gone back and looked at the bills from the previous tenants. He answered no. Ms. Summerfield said the people that lived there before paid a little over $100 per month and there were 7 of them.

Mayor Boss suggested to put a brand new water meter and suspend the account. Not do anything with the $414 for now and go another couple of months and see if they continue to have these problems. He said it sounds like she has a leak. He asked if that would be feasible. He also said to pick a period of 2-months, 3-months or whatever. He said they would not turn off Ms. Summerfield's water because of non-payment and then they would look at it again at that point. He asked the Commission if that sounds reasonable. Customer Service Manager Threadgill said they can do that but for the last two weeks there has been nothing going on. Mayor Boss said let's go two months and let's put a brand new meter.

Commissioner Hernandez said that is fine as long as she pays for the normal consumption to keep it current. Mayor Boss said just the $414 is in suspension. Customer Service Manager Threadgill mentioned that there is over $800 due on the account right now.

Mayor Boss said they can figure out what the normal bill had been for months and she can pay that portion of it, but any of the excess if Customer Service Manager Threadgill could come up with some formula where they suspend that for now, put a brand new meter on it and look again at it in two months.

Commissioner Payne asked Commissioner Wright if he had any thoughts. Commissioner Wright asked Ms. Summerfield if she had not had a plumber come out and look. She answered no. Mayor Boss said that is a good point. He said that is something that she is going to need to do.

Commissioner Wright said the inconsistency with the consumption is odd. He said usually if there is a leak, it is continuous and noticeable. He said if the Commission is willing to help, he would be willing to personally help find a leak. He said there has got to be something dripping or something for it to be that high for that long period of time. Mayor Boss asked Commissioner Wright what he would be willing to do. He answered that he would be willing to go and put a test and check.

Commissioner Hernandez said he would do the same thing because he has the equipment, but he thinks it would be a conflict because of where they sit.

Commissioner Wright said he would lean towards checking the meter. He asked Ms. Summerfield if she has noticed cables being cut or pinched.

Customer Service Manager Threadgill said there are other ways of checking if that does not occur. He said they could always go back to the odometer reading.

Commissioner Rardin said Ms. Summerfield stated there is a restroom on that side of the house, it could also be if there is a patch of green that sewer line could be leaking. He said that could be the reason for the green grass. He said he noticed that the consumption charges, the base rate, for her sewer did jump from 1043 to about 2240, which adds about $10 extra a month. He agrees with the Mayor, let's suspend that for a little bit.

Commissioner Payne asked how the bill got to be $800. Customer Service Manager Threadgill stated April 5 through June 5 was $504 and then $321. She asked if there was any notice put on the door for that. Customer Service Manager Threadgill said there was a notice sent on the June bill for non-payment of the previous bill. Commissioner Payne asked if a $500 bill doesn't trigger an alarm. Customer Service Manager Threadgill said continuous consumption would send that out, but the bill amount does not trigger anything. Ms. Summerfield said she has never received a notice for continuous consumption.

Mayor Pro-Tem Baldwin said the Commission never likes charging people for water they don't think they consume. He said the first thing that has to happen is, she needs to have a plumber inspect. He said if they find something, then she can have it repaired and a portion of this can be abated. He thought they are all in agreement with moving forward with the Mayor's recommendation; get the plumber and get the Commission some information to help them make a decision.

Mayor Boss suggested for Ms. Summerfield to get with City Clerk Hughs and bring this item back. Interim City Manager Cesar said to bring this back two months after the meter has been changed.

Commissioner Wright said he would like to see proof that a plumber has gone to look at it. Mayor Pro-Tem Baldwin said he knows that is an expense that might be difficult, but it is better than $800. Mayor Boss said it is something that the Commission would like to see. Commissioner Payne strongly suggested to get the green patch in the yard checked out.

Interim City Manager Cesar suggested Ms. Summerfield check the water softener or Reverse Osmosis system. She stated she does not have one.

Commissioner Hernandez said not to disagree with Commissioner Payne, but where Love Inc. is, it is basically a large leech field, so the water is going to leak down. She said she understands but there was this green patch among all this rock. Commissioner Hernandez said he thinks that the Commission should move forward with this direction and see what they can find. Commissioner Payne said any future votes like this, she will need to recuse herself.

Mayor Pro-Tem asked if this is Commission consensus or do they need to table this item or just not doing anything. Mayor Boss asked City Attorney Schreiber if they take no action or table. City Clerk Hughs said this could be brought to a future meeting under unfinished business.

6. Consider, and act upon, Resolution 2019-31, declaring the City's intent to refund its outstanding Series 2009 Water and Sewer Net System Revenue Bond to achieve debt service savings for the benefit of the City. *(Stephanie Hernandez, Finance Director)* (Roll Call Vote Required)

Mr. Archuleta said they gave the Commission an update on the City's financial data back in February, when they told the Commission there was a possibility of doing a refinancing on one of their issues. He said they are at that point now, where the 2009 issue is refundable which would allow the City to save about $369,000 over the life of the issue which translate into a little over $49,000 per year. He said the City is currently paying about four and a half percent interest on that 2009 issue and with the interest rates we have now they should be able to drop that down to about a 2.09 percent. That is where the savings come in. He said what they have for the Commission tonight is an opportunity to go ahead and do the refinancing and allow them the opportunity to save the City $369,000. Mr. Archuleta said they also have to take into consideration the present value of the savings of the transaction because they are dealing with present value dollars today versus what they would be in 2029. He said they would be going through the New Mexico Finance Authority, which is one of the main reasons they can actually get low interest rates for this transaction.

Commissioner Rardin said this being a water and sewer bond, they need to start looking for money for the parallel pipeline for the Snake Tank Project. He asked if it would be possible to look at refunding this and borrowing additional money for the payment and their debt service stays the same, but they would actually have additional money to pigeon hole away for that parallel pipeline for the RO system.

Finance Director Hernandez said they were looking at that exact same issue. What this would do is help them with the capacity. She said there would be two separate processes, so they cannot roll this into a new loan. Commissioner Rardin said in the past when they came up, usually around ten years, they would roll them over and refinance and borrow additional money.

Mr. Archuleta said you would be able to do that depending on the amount of money you would need. He said they could run different scenarios for the Commission to give them a better idea.

Interim City Manager Cesar told Commissioner Rardin what he was remembering from the past, as these various bonds were maturing, that is when staff was coming back to Commission to do the Wastewater Treatment Plant, to do big projects associated with the SMP, the intersection realignments and what nots. He said these don't mature until around 29.

Commissioner Rardin said if he remembers right, they were at a 10 year mark when they did those, the economy kind of crashed so they were borrowing money at less than a percent or two percent. Interim City Manager Cesar said in the past, it was setup and structured so that they had these maturing every few years. He said the City got away from it during a period of time and other projects were done, so they are not in that same cycle that Commissioner Rardin is remembering. Commissioner Rardin said they need to start looking ahead and figure out what they are going to do. Interim City Manager Cesar said that is part of the reason they came to the Commission with Fund 49. They will be applying to the Water Trust Board and will be exploring every avenue to find monies to complete the process for the parallel pipeline.

Mr. Muirhead explained that tonight's action is just to give the go ahead to file the application and start talking to the Finance Authority and other banks. He explained the process and timeline. He said by adopting this Resolution tonight does not make this binding. If something changes and the Commissions wants to add to it, that is all still on the table. He said this just gets the ball rolling. He said the real dispositive time would be September when they would be back to talk about the bonds, the rates and the numbers. Mayor Boss said if at that time, if any fluctuations happen, they will have solid numbers then. Mr. Muirhead confirmed they would.

Mayor Pro-Tem Baldwin moved to approve.

Commissioner Rardin said he would second the motion, but he had a comment for the Interim City Manager. He asked Interim City Manager Cesar if he could get the Commission the original amount borrowed for the 2009 Water Bond and then look at how much they could re-borrow in this refinance. Interim City Manager Cesar agreed.

Finance Director Hernandez explained where to find the original loan amount in the agenda packet.

Mayor Pro-Tem Baldwin moved to approve
Commissioner Rardin seconded the motion.
Roll call vote was taken.
Motion carried with a vote of 7-0-0.

Mayor Pro-Tem Baldwin said in reference to what Commissioner Rardin was talking about. He said they did do two separate refinancing of the bonds. He said he was aware of it because the Golf Course was the recipient of that, and the Commission earmarked it as you can for those refinances taking out loans for it. He said they call it the quality of life bond. He said a lot of good things can be done with that refinancing and he is for that too.

Commissioner Rardin said it is something to look into. If they are going to save $40,000 to $50,000 a year in debt service, they can reborrow the money and put it to good use.

7. Consider, and act upon, a revised agreement with Alamogordo Public Schools (APS) for School Resources Officers. ***(Brian Peete, Chief of Police)***

Chief of Police Peete said they are moving from 4 to 3 SRO's (School Resource Officers). He said APS (Alamogordo Public Schools) agrees to pay for half the Salaries and Benefits for the Officers assigned. He said the reason the drop of costs is substantial is because the tenure of the Officers that are going to be assigned as SROs coming in is much less than the ones who are leaving those posts and they are moving down from 4 to 3 Officers.

Mayor Boss asked if APS is able to cut an Officer because they will closing the campus. Chief of Police Peete answered no, it is due to projected manning shortfalls.

Commissioner Hernandez asked if their SRO's wear bodycams, Chief of Police Peete answered yes. Commissioner Hernandez asked if they know to have them on all the time. Chief of Police Peete said depending on the situation and the policies and procedures, yes sir. Commissioner Hernandez said he has some concerns with situations that he has heard about with staff members especially from the High School. He said he would be concerned with the single Officer having to deal with something without making sure they don't have a backup. He said as long as they follow those policies, he does not have a problem with it.

Mayor Pro-Tem Baldwin moved to approve.
Commissioner Sikes seconded the motion.
Motion carried with a vote of 7-0-0.

ADJOURNMENT

Commissioner Payne moved to adjourn at 8:01 p.m.
Commissioner Hernandez seconded the motion.
Motion carried with a vote of 7-0-0.

____
Mayor Richard Boss

ATTEST:

____
City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)
Approved at the Regular Meeting held on July 23, 2019.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/23/2019 **Report Date:** 7/15/2019 **Report No:** 3.

Submitted By: Britney Courtier

Subject: Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY 20 contract for Direct Purchase of Services for senior programs. *(Magdalena Morales, ASC Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: Aggregate amount of $403,428.17 is to be derived from the following sources, when performance units are met:

III-B (Transportation): Contract Amount: $27,375.96
IIIC1 (Congregate Meals): Contract Amount: $49,885.20
IIIC2 (Homebound Meals): Contract Amount: $15,929.30
IIID (Evidence-based): Contract Amount: $20,776.07
NMGAA - State/HB-2: Contract Amount: $289,461.64

There has been a funding decrease of $36,942.51 when compared to the funding that we received last year. However, $12,578.00 of the decrease can be attributed to the now-defunct homemaker program that was terminated last year. The rest of the decrease will be equally distributed among the home-delivered meal, congregate meal, transportation and fitness programs.

There is a strong possibility that the State fund allocation we received in May of 2019 will be re-allocated in October of 2019.

Recommendation: Approve the grant funding.

Background: The Alamo Senior Center receives funding for the congregate meal setting, Meals on Wheels, transportation, and evidence-based programs through the Non-Metro Area Agency on Aging.

Contract No. 2019-20- 64012

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

DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT

City of Alamogordo hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2019, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

The Agency's Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. Services. The Vendor agrees to provide service(s) to eligible clients as identified in accordance with the Direct Purchase of Service vendor application or Service Delivery Plan, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

- Congregate Meals
- Home Delivered Meals
- Homemaker/Housekeeping
- Adult Day Care
- Respite
- Transportation
- Assisted Transportation
- Other Health Promotion Activities (Non IIID)
  - Health Education/Training
  - Health Screening
  - Health Physical Fitness/Exercise
  - Chore Services
  - Case Management
- IIID Evidenced-Based
  - EB-Enhance Fitness
  - EB- Manage Your Chronic Disease (My CD)
  - EB-A Matter of Balance
  - EB-Tai Chi
- IIIE Family Caregiver Support Program

Service Definitions:

Congregate Meals – A hot or other appropriate meal, served to an eligible person, which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting five (5) or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals –Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient to sustain independent living in a safe and healthful environment five (5) or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

Homemaker/Housekeeping – Assistance with meal preparation, shopping, managing money, making telephone calls, light housework, doing errands and/or providing occasional transportation.

Adult Day Care – A supervised, protective, congregate setting in which social services, recreational activities, meals, personal care, rehabilitative therapies and/or nursing care are provided to dependent adults. Facility must be licensed by the State of New Mexico.

Respite – Temporary, substitute supports or living arrangements for care recipients, which provide a brief period of relief or rest for caregivers. This may be provided in the client's home environment, a congregate or residential setting (e.g., hospital, nursing home, and adult day center) to dependent older adults who need supervision.

Transportation – Taking an older person from one location to another. This does not include any other activity. Demand/Response –transportation designed to carry older persons from specific origin to specific destination upon request.

Assisted Transportation – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using regular vehicular transportation. The "trip" includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting vehicle to the destination, such as the doctor's office staying with the older individual at the point of destination; and the reverse for a return trip.

Other Health Promotion Activities (Non IIID)– This includes health fairs, physical fitness activities conducted by an exercise professional, (i.e. Aerobics' Instructor), medication management that is inclusive of monitoring, screening and education to prevent incorrect medication usage and adverse drug reaction. Home safety/accident prevention that involves a home assessment, assistive devices, accident prevention training, assistance with modifications to prevent accidents/facilitate mobility, and/or follow-up services to determine effectiveness of modifications/assistive devices.

Health Education/Training – Formal or informal opportunities for individuals to acquire knowledge or experience, increase awareness, promote personal or community enrichment and/or increase or gain skills.

Health Screening – Pre-nursing home admission screening and/or routine health screening.

Physical Fitness/Exercise – Individual or group exercise activities (with or without equipment), such as walking, running, swimming, sports and/or Senior Olympics physical conditioning/training.

Title IIID Evidence Based – US Congressional Authorizing Legislation: Section 361 of the Older Americans Act (OAA) of 1965, as amended, now requires that Title IIID funds will only be able to be used on health promotion programs that meet the highest level criteria. .

Highest-level Criteria – 1) Meets minimal and intermediate criteria; 2) Undergone experimental or quasi-experimental design; 3) Full translation has occurred in community site; and 4) Dissemination products have been developed and are available to the public.

Or

Existing evidence-based programs currently offered in New Mexico include:

Enhance Fitness- a low-cost, evidence based group exercise program, helps older adults at all levels of fitness become more active, energized, and empowered to sustain independent lives.

A Matter of Balance- View falls as controllable, set goals for increasing activity, make changes to reduce fall risk at home,
exercise to increase strength

Manage Your Chronic Disease (My CD)- Designed to help people gain self-confidence in their ability to manage the symptoms their Chronic Disease and how they affect their lives.

Tomando Control de su Salud (Spanish-language Manage Your Chronic Disease)

Chore – Assistance with heavy housework, yard work or sidewalk maintenance at a person's place of residence.

Case Management - Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required. Note: This is an ongoing process including assessing needs of a client and effectively planning, arranging, coordinating and follow-up services which most appropriately meet the identified needs as mutually defined by the client, staff, and where appropriate, a family member(s) or other caregiver(s).

IIIE Family Caregiver Support Program - Services for family caregivers and grandparent caregivers. The following are the allowable service categories:

> **Information Services** - Information about available services (e.g. public education, participation at health fairs, etc);
>
> **Access Assistance** - Assistance to caregivers in gaining access to services which is considered one-on-one contact (e.g., information and assistance, care coordination, case management);
>
> **Counseling** - Individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their responsibilities (e.g. advice, guidance, and instruction to caregivers on an individual or group basis);
>
> **Respite Care** - Enable caregivers to be temporarily relieved from their care- giving responsibilities. See above for complete definition.
>
> **Supplemental Services** – Services provided on a limited basis, to compliment the care provided by caregivers. No more than 20 percent of the federal funding can be dedicated to supplemental services. Examples of supplemental services include: home safety audits, home modification, assistive technologies, emergency alarm response systems, home delivered meals, medical transportation and incontinent and other caregiving supplies. Services must be on a temporary basis.

<u>Unit Measurements</u>

Congregate Meal:	One Meal
Home Delivered Meal:	One Meal
Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care (Includes IIIE)	One Hour
Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
IIID Evidence Based (Title IIID)	
Enhance Fitness	participant hour
My CD	participant hour
A Matter of Balance	participant hour
Tai Chi	participant hour
Health Promotion (Non-IIID)	
Health Education/Training	One Hour
Health Screening	One Hour
Physical Fitness/Exercise	One Session per Participant
Chore	One Hour
Case Management	One Hour

IIIE Access Assistance	One Contact
IIIE Counseling	One Session per Participant
IIIE Information Services	One Activity
IIIE Supplemental Services	One Distribution Event

Service Area: **City of Alamogordo**
Targeting: Services are designed to identify eligible clients, with an emphasis on high risk clients and serving older individuals with the greatest economic and social need, low income minorities and those residing in rural areas, as identified in the Older Americans Act.

B. Payment for Services. For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed **$ 403,428.17**. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. **$ 27,375.96** from Title III-B of the OAA;
2. **$ 49,885.20** from Title III-C1 of the OAA;
3. **$ 15,929.30** from Title III-C2 of the OAA;
4. **$ 20,776.07** from Title III-D of the OAA;
5. **$ 0** from Title III-E of the OAA; and
6. **$ 289,461.64** from the NMGAA-State/HB-2

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons Served
Congregate Meals	$ 17.81244	$ 3.58695	38300	1300
Home Delivered Meals	$ 19.58001	$ 4.04378	31550	330
Transportation	$ 21.23764	$ 6.44638	11650	150
Assisted Transportation	$ 0	$ 0	0	0
Case Management	$ 0	$ 0	0	0
Adult Day Care	$ 0	$ 0	0	0
Chore Services	$ 0	$ 0	0	0
Homemaker/Housekeeping	$	$		
Physical Fitness/ Exercise/HealthScreening	$ 6.04736	$ 4.11499	10350	230
EB-Health Education Training	$ 46.30172	$ 34.62678	600	10
NFCSP – Family Caregivers: Elderly				
CG – Respite Care In-Home	$ 0	$ 0	0	0
CG – Respite Elder Respite - Adult Day Care	$ 0	$ 0	0	0
CG – Respite Elder Care - Vouchers	$ 0	$ 0	0	0
CG - Elder Respite Care -Counseling	$ 0	$ 0		
CG - Respite - Information Services	$ 0	$ 0	-	0
CG - Respite - Supplemental Services	$ 0	$ 0	-	0
NFCSP – Family Caregivers: Grandchildren				
GRGC Respite Vouchers	$ 0	$ 0	0	0
GRGC Respite In Home	$ 0	$ 0	-	0
GP Counselling	$ 0	$ 0	-	0

D. Payment for services shall be consistent with all applicable federal and state laws and regulations.

E. Payments to the Vendor will be made subsequent to receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Vendor's own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Vendor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Vendor. The Vendor agrees to hold the Agency harmless against all audit exceptions arising from the Vendor's violation and shall make restitution to the Agency of such amounts of money due to the Vendor's non-compliance.

G. The total payments for services rendered by the Agency under the terms and conditions of this Agreement shall not exceed those listed in this Agreement.

H. Payments to the vendor will be made electronically through the Automated Clearing House (ACH) Network.

2. **TERMS OF AGREEMENT.**

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Vendor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5^{th}) day of each month following the last day of the month in which services were provided. If the fifth (5^{th}) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.

7. Maintain communication and correspondence concerning clients' status with the Agency.
8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
9. Submit timely and accurate information necessary for reimbursement.
   a. All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.
   b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15th working day of the month following the end of the quarter.
10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state NMED requirements.

B. Through Direct Purchase of Service, the Agency agrees to:

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Allow re-negotiation of cost of services based on contingency plan, i.e. loss of local dollars.

9. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.
10. Will inform NCNMEDD Non-Metro AAA of any substantial changes in organization and/or services.

3. ASSURANCES.

A. *Americans with Disabilities Act of 1990 –*
The Vendor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*
The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*
The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*
The Vendor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*
The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

F. *Independent Audit*
The Vendor will provide a financial and compliance audit report (s) to the Agency covering the period of July 1, 2019 through June 30, 2020. The audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:

1. The Vendor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted

by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR

2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. In addition, the Vendor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type vendors expending less than $500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
4. Non-governmental vendors expending between $25,000 in federal and state funds combined and less than $500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
5. For those vendors that expend less than $15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

The Vendor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Vendor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Vendor is found not to be in compliance with these requirements during the life of this Agreement, Vendor agrees to take appropriate steps to correct these deficiencies.

H. *Compliance with Aging and Long-Term Services Department Functions.*

The Vendor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.*

The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2019 and terminate on June 30, 2020, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150,
no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Vendor, if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement may also be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Vendor, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY VENDOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Vendor contained in this Agreement, the following constitute a breach of Vendor's obligations and duties hereunder:

1. The Vendor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Vendor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Vendor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Vendor shall be in breach of this Agreement, the Agency shall provide written notice to the Vendor specifying the facts and circumstances constituting the breach(es) and advising the Vendor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Vendor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor

shall have authority to review any or all of the Vendor's records, policies, procedures, and financial records germane to the Vendor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Vendor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Vendor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Vendor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Vendor.

3. The Agency may deem the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.

4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.

5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.

6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Vendor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Vendor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF VENDOR.

The Vendor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Vendor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Vendor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

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

10. SUBCONTRACTING.
The Vendor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

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

12. CONFIDENTIALITY.
Any information provided to or developed by the Vendor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Vendor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Vendor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting
the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT.
All materials developed or acquired, by the Vendor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Vendor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Vendor.

14. CONFLICT OF INTEREST.
The Vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Vendor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

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

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

17. PENALTIES.
The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. APPLICABLE LAW.
The laws of the State of New Mexico shall govern this Agreement.

19. WORKERS COMPENSATION.
The Vendor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Vendor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT.
The Vendor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date. time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Vendor receives federal funds subject to the Single Audit Act, the Vendor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

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

22. INTERNAL DISPUTE MEDIATION.
The Vendor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Vendor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Vendor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Vendor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Vendor and

the Vendor hereby agrees to be bound by said resolution.

5. Failure of the Vendor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Vendor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Vendor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Vendor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Vendor will maintain full-time Key Personnel throughout the term of this agreement.

25. INVALID TERM OR CONDITION.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. ENFORCEMENT OF AGREEMENT.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:	**VENDOR:**
NCNMEDD	______________________________
Attn: Marcia A. Medina	______________________________
3900 Paseo Del Sol	______________________________
Santa Fe, NM 87507	______________________________

28. INSURANCE.

The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Vendor's employees. All policies of liability insurance that Vendor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Vendor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

The individual(s) signing this Agreement on behalf of Vendor represents and warrants that he or she has the power and authority to bind Vendor, and that no further action, resolution, or approval from Vendor is necessary to enter into a binding contract.

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2019.

______________________	NCNMEDD Non-Metro Area Agency on Aging
Legal Name of Vendor	*Name of Area Agency on Aging*
______________________	Monica Abeita
Signature	*Signature*
______________________	*Monica Abeita, Executive Director*
Printed/Typed Name of Signatory	*Printed/Typed Name of Signatory*
______________________	7-10-19
Date	*Date*

Non-Metro Area Agency on Aging
Summary of Budgeted Revenues (SBR)
Fiscal Year: 07/01/2019- 06/30/2020
Date: 7/1/2019

Contractor: City of Alamogordo

Funding Sources	Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Case Mgmt.	Adult Day Care	Chore	Homemaker	Physical Fitness/ Exercise/Health Screening	EB-Health Education Training	Elder Respite - In Home	Elder Respite - Adult Day Care	Elder Respite Care - Vouchers	GRGC Respite Vouchers	GRGC Respite In Home	GP Counselling	Elder Respite Care -Counseling	Respite - Information Services	Respite – Supplemental Services	TOTAL
Federal Title IIIB			$ 27,375.96	$ -	$ -	$ -	$ -	$ -												$ 27,375.96
Federal Title IIIC1	$ 49,885.20																			$ 49,885.20
Federal Title IIIC2		$ 15,929.30																		$ 15,929.30
Federal Title IIID										$ 20,776.07										$ 20,776.07
Federal Title IIIE											$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NSIP	$ 29,099.45	$ 24,507.24																		$ 53,606.69
State	$ 87,495.16	$ 111,651.97	$ 47,724.34	$ -	$ -	$ -	$ -	$ -	$ 42,590.17	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 289,461.64
Local Cash (City/County/Town)	$ 191,276.88	$ 224,881.92	$ 135,236.24	$ -		$ -	$ -	$ -	$ 20,000.00	$ 7,004.96	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 578,400.00
Fundraising	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Grants/Foundations	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Funded Senior Empl. Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
In-Kind	$ 256,359.80	$ 207,779.00	$ 32,082.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 496,220.80
Program Income:																				
Transportation:			$ 5,000.00	$ -																$ 5,000.00
Housekeeping:								$ -												$ -
Adult Day Care:						$ -														$ -
Congregate Meals Donations	$ 68,100.00																			$ 68,100.00
Home Delivered Donations		$ 33,000.00																		$ 33,000.00
Other : (Specify)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Program Income	$ 68,100.00	$ 33,000.00	$ 5,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 106,100.00
TOTAL:	$ 682,216.49	$ 617,749.43	$ 247,418.54	$ -	$ -	$ -	$ -	$ -	$ 62,590.17	$ 27,781.03	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,637,755.66
Projected Units	38,300	31,550	11,650	-	-	-	-	-	10,350	600	-	-	-	-	-	-	-	-	-	
Total Cost of Service (CoS)	$ 17.81244	$ 19.58001	$ 21.23764	$ -	$ -	$ -	$ -	$ -	$ 6.04736	$ 46.30172	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Cost of Service w/o In-Kind	$ 11.11897	$ 12.99431	$ 18.48382	$ -	$ -	$ -	$ -	$ -	$ 6.04736	$ 46.30172	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total CoS w/o In-Kind/SEP/NSIP	$ 10.35920	$ 12.21753	$ 18.48382	$ -	$ -	$ -	$ -	$ -	$ 6.04736	$ 46.30172	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

Funding %	Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Case Mgmt.	Adult Day Care	Chore	Homemaker	Physical Fitness/ Exercise/Health Screening	EB-Health Education Training	Elder Respite - In Home	Elder Respite - Adult Day Care	Elder Respite Care - Vouchers	GRGC Respite Vouchers	GRGC Respite In Home	GP Counselling	Elder Respite Care -Counseling	Respite - Information Services	Respite – Supplemental Services
Federal IIIB	0.000%	0.000%	11.065%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Federal IIIC1	7.312%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Federal IIIC2	0.000%	2.579%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Federal IIID	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Federal IIIE	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	74.785%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Federal NSIP	4.265%	3.967%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
State	12.825%	18.074%	19.289%	0.000%	0.000%	0.000%	0.000%	0.000%	68.046%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Local Cash (City/County/Town)	28.038%	36.403%	54.659%	0.000%	0.000%	0.000%	0.000%	0.000%	31.954%	25.215%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Program Income	9.982%	5.342%	2.021%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Fundraising	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Other Grants/Foundations	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
State Funded Senior Empl. Prog	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
In-Kind	37.577%	33.635%	12.967%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Total of %'s	100.000%	100.000%	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	100.000%	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%

OAA Title III Contract Cost (Fed/St)

OAA Title III Contract Cost (Fed/St)	Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Case Mgmt.	Adult Day Care	Chore	Homemaker	Physical Fitness/ Exercise/Health Screening	EB-Health Education Training	Elder Respite - In Home	Elder Respite - Adult Day Care	Elder Respite Care - Vouchers	GRGC Respite Vouchers	GRGC Respite In Home	GP Counselling	Elder Respite Care -Counseling	Respite - Information Services	Respite – Supplemental Services
Federal IIIB	$ -	$ -	$ 2.3499	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Federal IIIC1	$ 1.3025	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Federal IIIC2	$ -	$ 0.5049	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Federal IIID	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Federal IIIE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 34.6268	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State	$ 2.2845	$ 3.5389	$ 4.0965	$ -	$ -	$ -	$ -	$ -	$ 4.1150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Federal & State	$ 3.58695	$ 4.04378	$ 6.44638	$ -	$ -	$ -	$ -	$ -	$ 4.11499	$ 34.62678	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Under Cap Rate	Under Cap Rate	Under Cap Rate	-	-	-	-	-	Under Cap Rate	Under Cap Rate	-	-	-	-	-	-	-	-	-

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/23/2019 **Report Date:** 7/12/2019 **Report No:** 4.

Submitted By: Rachel Hughs

Subject: Approve Resolution No. 2019-34 authorizing the Mayor to execute the agreement for membership in the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG). *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

Fiscal Impact: $9,121.00
Amount Budgeted: $9,121.00
Fund: 011-2400-419-56-45

Additional Fiscal Impact:

Recommendation: Approve Resolution No. 2019-34 and agreement.

Background: The City is currently a member of SNMEDD/COG, and the proposed Resolution will continue the membership for the next fiscal year. The annual membership fee for the coming year is $9,121. This is a standard resolution required by SNMEDD/COG and approved annually by the City Commission.

Dora Batista
Executive Director

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203
Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

July 2, 2019

Dear Mayor Richard Boss:

With regard to your annual membership in the District for the 2019/2020 fiscal year, we have enclosed the following:

I. **AGREEMENT** – required by the Department of Finance and Administration for disbursement of local funds and which conforms to state regulations. Two copies are enclosed. After the Agreement has been executed, please keep one copy and return one to our office.

II. **RESOLUTION** – upon approval by your council or commission, it is to be signed, attached to and distributed with the attached Agreement.

III. **2019-2020 ASSESSMENT SCHEDULE AND BUDGET FOR 2019-2020** enclosed for your information.

IV. **WORK PROGRAM FOR STATE APPROPRIATED FUNDS** – enclosed for your information.

V. **INVOICE** – enclosed for billing and bookkeeping purposes. Please return one copy with your check.

The most recent audit and financial statements are available upon request.

As you know, we are in the process of finalizing the SNMEDD/COG budget for the coming year and your prompt attention is greatly appreciated.

If you have any questions or require further information, please feel free to contact me. Thank you for your support and letting us serve you.

Sincerely,

Dora Batista

Dora Batista
Executive Director

DB/pm
Enclosures

"Leadership to enhance the region's quality of life, services and jobs"

AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the __City__ of __Alamogordo__ a member of said District (hereinafter known as the "Member") is as follows:

I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:

A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.

B. Furnish technical and management assistance in the development of planning activities.

C. Coordinate local planning with that of other Members of the District and the State.

D. Assist in community and economic development, transportation and public works projects.

E. Assist member governments with their legislative activities.

F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.

G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.

H. Engage in such other activities as are necessary to improve area development and address regional problems.

II. The Member agrees to the following:

A. To remain an active member of the District.

B. To make an annual contribution of $__9,121.00__ to the District as recognition of active membership.

Entered into this ________ day of ____________, 2019, at

____
New Mexico

ATTEST:

____
Clerk

____
Mayor/Commission Chairman

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

ATTEST:

Dora Batista
Dora Batista, Secretary

Gary J. Williams
Gary Williams, President

RESOLUTION NO. 2019-34

APPROVING THE AGREEMENT BETWEEN THE CITY AND SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG (SNMEDD)

WHEREAS, the City Commission for the City of Alamogordo, New Mexico, hereinafter referred to as the Municipality, is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG; and,

WHEREAS, in accordance with Article 58, §4-58-1 to §4-58-6 NMSA 1978, an agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/COG is required; and,

WHERAS, it is the desire of the Municipality to continue as an active member of the Southeastern New Mexico Economic Development District/COG.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission for the City of Alamogordo, New Mexico that:

1. The Agreement attached to this Resolution expresses the desires and intent of the Municipality.

2. The Agreement attached is hereby ratified and approved and the proper officials of the Municipality are hereby authorized and instructed to affix their signatures thereto.

3. A copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic Development District/COG, and shall be made a part of the budget documentation of the Municipality.

DONE this ________ day of ________________, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: ______________________________
Richard A. Boss, Mayor

ATTEST: APPROVED AS TO FORM:

________________________ ______________________________
Rachel Hughs, City Clerk Petria Schreiber, City Attorney

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE

MEMBER	2018-2019 CURRENT	2019-2020
Chaves County	$8,000	$8,000
Eddy County	$8,000	$8,000
Lea County	$8,000	$8,000
Lincoln County	$7,000	$7,000
Otero County	$8,000	$8,000
Town of Dexter	$1,000	$1,000
Town of Hagerman	$1,000	$1,000
Town of Lake Arthur	$1,000	$1,000
City of Roswell	$13,588	$13,588
City of Artesia	$3,450	$3,450
City of Carlsbad	$7,641	$7,641
Village of Hope	$1,000	$1,000
Village of Loving	$1,000	$1,000
City of Eunice	$1,000	$1,000
City of Hobbs	$10,237	$10,237
City of Jal	$1,000	$1,000
City of Lovington	$3,303	$3,303
Town of Tatum	$1,000	$1,000
Village of Capitan	$1,000	$1,000
Town of Carrizozo	$1,000	$1,000
Village of Corona	$1,000	$1,000
Village of Ruidoso	$2,450	$2,450
City of Ruidoso Downs	$1,000	$1,000
City of Alamogordo	$9,121	$9,121
Village of Cloudcroft	$1,000	$1,000
Village of Tularosa	$1,000	$1,000
TOTALS:	$102,790	$102,790

Dora Batista
Executive Director

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203
Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

Invoice

Invoice Date: July 2, 2019

Richard Boss, Mayor
City of Alamogordo
1376 E. Ninth
Alamogordo, NM 88310-5855

DESCRIPTION	AMOUNT
FY 2019-2020 MEMBER GOVERNMENT CONTRIBUTION	$9,121.00
	Total Due $9,121.00

- **Please make checks payable to Southeastern New Mexico Economic Development District.**

Thank You

"Leadership to enhance the region's quality of life, services and jobs"

Southeastern New Mexico Economic Development District/ Council of Governments

FY 2019-2020 ANNUAL WORK PLAN

State of New Mexico
Grant-In-Aid Program

July 1, 2019

The following are functions, measures, targets and tasks the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) will complete in fulfillment of its obligation to its member governments and the State of New Mexico Department of Finance and Administration-Local Government Division to provide planning, technical assistance and capacity building services to local governments in southeastern New Mexico.

Function 1. Submit reports, budgets and planning outcomes to the Local Government Division.

Task 1.1 Prior to July 1, 2019 submit a Board approved Annual Work and Operations Budget to the Local Government Division.

Task 1.2 Submit Quarterly Progress Reports and payment reimbursement invoices to the Local Government Division no later than the 15th day of the month (January, April, July, October) following the close of each quarter. Quarterly reports must be approved by the Board of Directors prior to submittal. The Annual Report will be submitted following the Annual Meeting in January, 2019.

Task 1.3 Provide professional development training to staff at least once annually.

Task 1.4 Schedule and include as an agenda item for each quarterly meeting of the Board of Directors a training component to benefit local elected officials.

Task 1.5 Attend regularly scheduled meetings member government city and/or commission, special purpose meetings to which we are invited to provide technical assistance or conduct hearings and meetings of the New Mexico Association of Regional Councils.

Task 1.6 Attend regularly scheduled Board Meetings of the Southwest Regional Executive Directors Association and the National Association of Development Organizations (NADO).

Benefit to New Mexico Citizens:* *Increased timeliness of reporting activities. Increased capacity of regional planning district. Better coordination between regional and state levels.

Function 2. Community Development Block Grant, Economic Development Public Works Assistance, Colonias Infrastructure Fund and other funding assistance programs—Provide local governments with application and general technical assistance

Task 2.1 Inform all members of CDBG, EDA. USDA, CIF and other funding program rule changes and Notifications of Funding Assistance (NOFA) within 15 days of the adoptions of the rule changes or NOFA.

Task 2.2 Prepare and complete funding assistance applications for members upon their request including the conducting of public hearings as may be necessary.

Task 2.3 Provide Grant Administration and Technical Assistance to member governments upon approval of a contractual agreement between the local government and the funding agency.

Task 2.4 Coordinate presentations to the Community Development Council and Colonias Infrastructure Fund Board by our member governments seeking CDBG or CIF funding.

Task 2.5 Notify each CDBG or CIF grantee that their attendance is mandatory at the Grant Implementation Workshops.

Task 2.6 Assist local governments with the updating of the comprehensive plans

Benefit to New Mexico Citizens:* *Better prepared funding assistance applications and presentations. Well implemented and administered project grants.

Function 3. Infrastructure Planning—Coordinate the ICIP process regionally.

Task 3.1 Sponsor ICIP training session that will be presented to local governments and others by a member of the DFA/LGD staff.

Task 3.2 Assist and provide local governments technical assistance with the development and submittal of the ICIP.

Task 3.3 Encourage local municipal, county governments and other entities to include operation and maintenance costs in the ICIP.

Task 3.4 Encourage submission of ICIP to the State

Task 3.5 Encourage members to develop financing plans for each of their top five ICIP priorities, including a project description, secured sources of funding and, where applicable, utility rate structure and asset management plans.

Task 3.6 Have staff attend and assist local government members to attend, through the provision of scholarships, the annual New Mexico Infrastructure Finance Conference.

Task 3.7 Conduct regional clearinghouse review, as may be necessary for all applications submitted to funding agencies.

Benefits to New Mexico Citizens:* *Timely and meaningful local infrastructure planning connected to financing sources.

Function 4. Capital Outlay—Increase quality of project planning, legislative representation and administration.

Task 4.1 Assist local entities seeking assistance in the preparation and submission of capital outlay request forms through informational workshops and direct application technical assistance.

Task 4.2 Work with Legislators throughout the region on locally established capital improvement priorities by holding project vetting hearings on a county by county basis.

Task 4.3 Assist with testimony or information as might be required during the legislative session.

Task 4.4 Prepare a preliminary list of projects submitted by local entities and submit list to local legislators.

Task 4.5 Track capital outlay legislation relevant to community development, infrastructure improvement projects and project planning and programming.

Task 4.6 Work with local elected officials to complete on-going projects in a timely manner or recommend reauthorization, re-appropriation or reversion of grant funds as may be necessary.

Benefit to New Mexico Citizens: Better and more timely use of taxpayer funds to support local infrastructure projects

Function 5. Rural Support—Build capacity of local governments, rural water associations and other rural organizations.

Task 5.1 Coordinate a minimum of one training session in planning, budgeting, finance, auditing and/or administration for District Officials and their staffs.

Task 5.2 Work with rural water associations, community ditches, acequias and other non-members on capital project planning. Assistance may be based on a Board approved fee for service schedule.

Task 5.3 Engage rural members and non-members requesting assistance in "project prospectus development", develop, review and vet projects seeking funding sources to meet specific project needs. Assistance may be based on a Board approved fee for service schedule.

Task 5.4 Offer a training workshop to rural water associations and other non-member organizations in each county on the capital improvement project planning process.

Task 5.5 Provide scholarships for local government staff and/or elected officials to attend capacity building training, workshops and conferences sponsored by state, regional and national planning and development organizations.

Task 5.6 Provide US Census data information and support for the region as the US Census Bureau Affiliate.

Task 5.7 Provide public relations for the SNMEDD and local governments through continuous media dissemination.

Task 5.8 Meet with community elected and appointed officials and key community leaders to increase community capacity building foundation.

Task 5.9 Educate and inform the general public, legislative and congressional law makers about the negative impact of regulatory constraints on local economies.

Function 6. Transportation—Provide local governments with assistance to improve the region's transportation system for the efficient movement of goods, services, and people.

Task 6.1 Compile and maintain a database of transportation-related projects that may be contemplated or that are ready to be implemented for local governments within the region.

Task 6.2 Maintain transportation-related technical information on the website, as available, to assist local governments and others in packaging applications that improve the infrastructure of the region.

Task 6.3 Provide orientations or similar training to newly appointed RPO members representing local governments, preparing them in their roles on the Regional Transportation Policy and Technical Committees.

Task 6.4 Meet with local elected officials, informing them of the transportation-related programs and activities available to them through the Southeastern Regional Planning Organization (SERPO) and encourage their input in regional transportation planning.

Task 6.5 Maintain and provide the SERPO regional transportation planning function in concert with the New Mexico Department of Transportation.

Task 6.6 Organize, schedule and host, as necessary, SERPO Policy Committee and Technical Committee meetings.

Benefit to New Mexico Citizens: Assist in the development of a comprehensive transportation network and infrastructure improvements plan to move people, goods and services efficiently.

Function 7. Provide resources toward the development of new business or business expansions to retain and create jobs.

Task 7.1 Prepare a Comprehensive Economic Development Strategy update for submittal to our local government members and the Economic Development Administration (EDA) under the guidance and rules established by EDA.

Task 7.2 Meet quarterly with the region's five economic development corporation/entities to gather and share information.

Task 7.3 Support the energy industry in the region by attending energy related workshops and meeting quarterly with energy related professionals.

Task 7.4 Support and promote the local agriculture and related value added industries.

Task 7.5 Provide business counseling and training to prospective and existing small business owners through the operation of the Small Business Development Center with Eastern New Mexico University-Roswell.

Benefit to New Mexico Citizens: Develop regional resources to improve and strengthen the existing core for sustainable communities.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/23/2019 **Report Date:** 7/15/2019 **Report No:** 5.

Submitted By: Britney Courtier

Subject: Consider, and act upon, approval of an agreement with the New Mexico Economic Development District, Non-Metro Area Agency on Aging (NMAAA) for the Nutrition Service Incentive Program (NSIP). *(Magdalena Morales, ASC Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:
Amount budgeted: $53,606.69 / 071-0000-317-16.34
Contract Amount: $53,606.69
071-8023-445-3265 / 50%
071-8024-445-3265 / 50%

Recommendation: Approve the agreement.

Background: This funding is provided to us by the Federal government for the Nutrition Service Incentive Program (NSIP). This funding is utilized for our nutrition programs: congregate and home-delivered meals.

This funding is based on the number of eligible meals that we serve to seniors. This will be a one-time funding amount for the fiscal year. These federal dollars may only be spent on food grown in the U.S.A.

North Central New Mexico
Economic Development District
Non-Metro Area Agency on Aging
3900 Paseo Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com

July 10, 2019

Email Correspondence

To: Non-Metro AAA DPS Vendors

From: Marcia Medina, Community Services Director MM
Non-Metro Area Agency on Aging

Re: FY20 Nutrition Services Incentive Program (NSIP) Agreement

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The Nutrition Services Incentive Program (NSIP) provide incentives for the effective delivery of nutritious meals to older individuals. The purpose of the Contract is to allocate funds in support of the provision of congregate and home delivered meals provided under Title IIIC of the Older Americans Act (OAA). NCNMEDD Non-Metro AAA sub-recipient contractors must be recipients of Title III funding for the program period July 1, 2019 through June 30, 2020.

Upon review of the detail in this NSIP Agreement, the individual signing this Agreement warrants that he or she has the power and authority to bind the vendor into a binding contract with NCNMEDD Non-Metro Area Agency on Aging. This agreement is retroactive to July 1, 2019.

Once you have signed the NSIP Agreement please send the scanned signed pages electronically to the attention of Heather Sanchez Martinez heathers@ncnmedd.com and copy me marciam@ncnmedd.com and Deidre Sandoval dsandoval@ncnmedd.com.

If you have any questions, please call Heather 505-216-2565 or me 505-395-2675.

Attachments:

- Nutrition Services Incentive Program Agreement
- Notice of Grant Award (NGA)

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENGY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)
SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

GRANTEE: Alamogordo, City of ADDRESS: PHONE:	APPROVED BUDGET FOR THE PERIOD FROM: 07/01/2019 TO: 06/30/2020	Type of Grant or Action New/Cont: X Revision: Other:	NGA DATE 07/01/19
Indirect Cost % of $	Fund: 210 Title of Project: NSIP	CFDA # 93.053	

DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	$0.00	$0.00				$0.00
Fringe Benefits	0.00	0.00				0.00
Travel	0.00	0.00				0.00
Maintenance & Repair	0.00	0.00				0.00
Supplies (Raw Food)	53,606.69	0.00				53,606.69
Contractual Services	0.00	0.00				0.00
Other Operating Costs	0.00	0.00				0.00
Capital Outlay	0.00	0.00				0.00
Subtotal	$53,606.69	$0.00				$53,606.69
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%

COMPUTATION OF GRANT		8. Federal/State Shares will be Comprised of:			
1. Estimated Total Cost	$53,606.69	a. Federal/State grant unearned in previous project year(s)	FY	Federal:	0.00
2. LESS Anticipated Project Income	$0.00		FY	State:	0.00
3. Estimated Net Cost	$53,606.69				
4. Non-federal and Non-state Share of Net Cost	$0.00	b. Carry Over			0.00
5. Project Income (Used as Match)	$0.00				0.00
6. Federal Share of Net Cost	$53,606.69	c. New Obligational Authority Herein Awarded	FY	Federal:	$53,606.69
7. State Share of Net Cost	$0.00				

X Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.

X The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.

X If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.

X As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.

X Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.

X In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but uneamed on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be maintained and submitted as requested.
9. Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of Area Agency on Aging Authorizing Official: **Monica Abeita, Executive Director**	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
	Date:
Monica Abeita 7-10-19 Signature: Date:	Date:

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

NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)
AGREEMENT

This Agreement is made and entered into this 1st day of July 2019, 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 "Contractor."

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work**
   The Contractor will:
   A. Establish procedures to ensure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.
   B. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods.
   C. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Contractors must ensure that the farm food products meet the state NMED requirements.
   D. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
   E. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).
   F. Report monthly to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.
      1. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5^{th}) work day of each month following the last day of the month in which services were provided. If the fifth (5^{th}) day falls on a weekend or AAA holiday, the information shall be delivered by close of business on the next business day.
      2. Submit supporting backup documentation (receipts) per the month that the NSIP funding is requested per the timelines established in item F.1.
   G. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
   H. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.
   I. Abide by and comply with the conditions and requirements set forth in Title 45, Part

74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.

J. Ensure eligible participants are assessed and registered in SAMS.

K. Ensure meals served meet the following:

Congregate Meals – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals –Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient sustain independent living in a safe and healthful environment 5 or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

L. As recommended by the Agency, these funds be expended prior to Title III-C funds and/or state funds.

2. <u>Compensation</u>

A. The total amount payable to the Contractor under this Agreement shall not exceed **$53,606.69** for eligible meals served during the period July 1, 2019 through June 30, 2020 regardless of funding sources, to eligible participants and their spouses.

B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

3. <u>Gross Receipts Tax</u>

Not applicable. Tax exempt.

4. <u>Term</u>

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2020, unless terminated pursuant to paragraph 5, infra.

5. **Termination**

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents, is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Contractor's default or breach of this Agreement. This Agreement also may be terminated by the Contractor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the paragraph of this Agreement regarding financial records.

6. **Status of Contractor**

The Contractor, his agents and employees, are independent contractors performing services for the Agency and are not employees of the Agency. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. **Assignment**

The Contractor shall not assign any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

8. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. **Records and Audit**

A. The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, Aging & Long-Term Services Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclosure the right of the Agency to recover excessive, improper, or illegal payments.

B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2019 to June 30, 2020. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

1. The Vendor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised OmniCircular 200.518(b)(1), which streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental type vendors/contractors expending less than $500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.) which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental vendors/contractors expending between $25,000 in federal and state funds combined less than $500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of

administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those contractors/vendors that expend less than $15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs. (A-87 and A-122 have been reclassified under the CFR as 2 CFR Part 225, and 2 CFR Part 230, respectively.)

10. Appropriations

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

11. Release

The Contractor, upon final payment of the amount due under this Agreement, releases The Agency, its officers and employees, the ALTSD and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. Product of Service; Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Contractor.

13 Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required under this Agreement.

14. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

15. Non-Discriminating Service Delivery

The Contractor will not, on the ground of race, religion, color, ancestry, sex, sexual preference, national origin, age or handicap:

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.
7. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national origin, or handicap, or have the effect of defeating or substantially impairing accomplishment of the

objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, or handicap.

16. **Confidentiality**
The use or disclosure of any information concerning a recipient of assistance or service for any purpose not connected with the administration of the Agency's or the Contractor's responsibilities with respect to services hereunder, is prohibited, except on written consent of recipient, his attorney, or his responsible parent or guardian. Disclosure of confidential information shall only be made in accordance with the NM Inspection of Public Records Act, or applicable state or federal law or regulations.

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

18. **Penalties for Violation of Law**
The Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

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

20. **Applicable Laws**
This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.

21. **Internal Dispute Mediation**
The Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Contractor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.

3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.
5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

22. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Agency:	**Contractor:**
NCNMEDD	____________________
Attn: Marcia Medina	____________________
3900 Paseo del Sol	____________________
Santa Fe, NM 87507	____________________

25. Other Provisions

Compliance with Grant conditions. The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

26. Indemnification

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

27. Authority

The individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. Signatures

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2019.

	NCNMEDD
City of Alamogordo	Non-Metro Area Agency on Aging
Legal Name of Vendor/Contractor	*Name of Area Agency on Aging*
	Monica Abeita
Signature	*Signature*
	Monica Abeita, Executive Director
Printed/Typed Name of Signatory	*Printed/Typed Name of Signatory*
	7-10-19
Date	*Date*

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/23/2019 **Report Date:** 7/19/2019 **Report No:** 6.

Submitted By: April Jones

Subject: Approve the Annual Reports from City Boards, Commissions and Committees for Calendar Year 2019 January to June. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve the Reports.

Background: At least once each year Public Boards, Commissions or Committees are required to present a written report to the Mayor and City Commission of its activities for the past year, any recommendations as may deemed appropriate and a record of member attendance for the term of the year. Attached are the reports for the following Boards or Committees:

Current list of Boards, Commissions, or Committees:
1) Airport Advisory Board
2) Airport Zoning Board
3) Alamogordo Promotion Board
4) Alamogordo Public Library Board
5) Cemetery Board
6) Housing Authority Advisory Board
7) Mayor's Committee on Aging
8) Parks and Recreation Board
9) Planning and Zoning Commission
10) Senior Volunteer Programs Advisory Board
11) White Sands Beautification Committee

There were no reports for the Alamogordo Disability Council and the Community Development Advisory Committee because there were no meetings as there are no members on those boards.

At the Commission meeting of January 8, 2019, the Commission approved to have the annual reports due in the months of July each year to coincide with the Fiscal Year. Therefore the reports presented are for January-June 2019. Next year the reports will be for 12 months, July -June.

AIRPORT

ADVISORY

BOARD

City of Alamogordo Airport Advisory Board
Annual Report to the City Commission – FY2019
Reporting period: January 1 through June 30, 2019

In accordance with Ordinance No. 1014 requiring all Boards, Commissions and Committees submit a written Annual Report to the City Commission, the following report is submitted by the Airport Advisory Board for the second half of fiscal year 2019 for the report dates of January 1st, 2019 through June 30, 2019. This report is for the purpose of aligning all boards, commissions and committees reporting requirement to coincide with the City of Alamogordo's fiscal year.

The Airport Advisory Board is a 5-member board with each member serving a 2-year term. Currently, all board member positions are filled. There were no vacancies of board member positions for the calendar year. Regular meetings are scheduled on a quarterly basis, the first Thursday of the month at the Alamogordo-White Sands Regional Airport.

The AAB membership and leadership positions remained the same all year and quorums were obtained for meetings held. For the FY19 6-month reporting period there were 2 regular meetings. In addition, all AAB members, in groups of 2 or less, were actively involved with a wide assortment of additional airport events, briefings, and meetings.

<u>FY2019 AAB activities and events:</u>

Report of activities and events is submitted by Lance Grace, Airport Advisory Board Chairman. Mr. Grace and other AAB members may be contacted to answer questions on this information if needed.

The following is a list of significant events that occurred at the Alamogordo-White Sands Regional Airport (ALM) for the second half of FY2019 – January 1st through June 30th, 2019. This partial report was produced as an addition to the 2018 calendar year report, submitted December 2018, to adjust the annual reports to a fiscal year cycle.

- Runway Safety Area construction completed
  - A 10-foot asphalt shoulder prevents water from getting under the runway as well as helps keep weeds, gravel and other potential FOD from getting on the runway.
- The donated Neptune P-2 was moved to a location next to the terminal parking lot
  - The P-2 is now the first static display ever displayed at the airport.
  - It represents many decades of Neptune aviation presence at the airport.
  - Additional work is planned to provide information about the history of Neptune Aviation and their role in the large airtanker industry.
- Army helicopter traffic for HAMITs training has increased
  - No noise complaints have been received due to the arrival and departure routing procedures coordinated with the Army.
  - A phrase has been added to AWOS to help prevent blowing FOD onto the taxiways from the downwash produced by the rotors.
- BAE-146, RJ-45 and MD-87 next generation airtanker fire-fighting operations were conducted on several occasions resulting in many refueling and slurry reloads

- These aircraft were able to continue using ALM during hot weather only due to the completion of the runway extension.
- Operations included additional twin-turboprop aircraft used as lead planes and sensor platforms.

• Attempting to coordinate a pre-inspection trip by the FAA to determine precisely what is required to achieve 139 Certification
  - This is in preparation for commercial Regional Jet service.

• Two board members, a member of MainGate United and our consultant, flew to Dallas to meet with American Airlines in January for a very successful meeting with their Regional Jet route planners.

• Two board members, a member of MainGate United and the airport manager traveled to Ruidoso to meet with Scott Stark, the Roswell airport manager to discuss Regional Jet service operating out of Roswell.
  - He provided a long list of informative topics and advise
  - He has agreed to continue helping us as we proceed forward

• Continued use by UPS/FedEx, transportation of patients by helicopter & fixed wing aircraft & contracted aircraft for support of military test and training missions for WSMR & HMN

• All hangars continue at near capacity with privately owned general aviation (GA) aircraft

• WSSA increased the club's fleet from 6 to 8 gliders

• Funding for the Glider Staging Area was obtained from the City and State Aviation
  - Construction is planned for the Fall of 2019
  - Will result in less congestion near the runway intersection during busy soaring days

• The Holloman Aero Club began flight operations again after an extended down period due to maintenance issues
  - They typically park and operate two to four aircraft from the terminal ramp

• Preparing to move F-4E aircraft from HAFB for static display in the City of Alamogordo

• Provided information to a DoD contractor for their possible use of the airport for a very large and long-term USAF project
  - The status of their bid is currently unknown

• Set up a computer in the terminal to display real-time flight operations in the local area
  - The upcoming January 2020 FAA requirement of ADSB in GA aircraft provides much improved tracking of in-flight aircraft

• Business View Online Magazine is preparing a feature article on the Alamogordo Airport

• The airport manager is working with Holloman and the FAA to create two instrument approaches to the airport that do not require Holloman Approach to be present
  - The designs are completed and working their way through the 2-year FAA process

• The German Air Force Tornado with the ZIA fin flash was successfully moved to the Space Hall for permanent display

• Air Force Academy Parachute Competition Jump Team was jumping at the airport for 10 days, with a target of 500 jumps per day
  - With the help of Mesa Verde, the airport constructed a landing zone for the AFA
  - The event was very successful
  - The team wants to come back again in the Winter of 2019

- Civil Air Patrol brought in their glider for a while to provide flights for CAP cadets
- Hired new Airport Maintenance Manager – David Garett
- Lost a long-time member of the airport family – Dr Robert "Doc" Hurd
- The airport supported an USAF PC-12 performing wet runway brake verification testing

The airport performed a Table Top emergency exercise (the first ever) in association with LEPA team (Local Emergency Planning Authority).

Focus for FY2020

The most important focus for the upcoming year is the possibility of bringing commercial airline service to the Alamogordo area. If it proceeds as planned, there will be an unprecedented amount of work that will need to be accomplished by many organizations and individuals throughout the coming year.

Questions you may have regarding the AAB activities or focus are welcomed and can be answered by board chairman Lance Grace or any Airport Advisory Board member.

Lance Grace, Chairman
(575)491-4260
LanceCGrace@gmail.com

AAB Meeting Attendance:

MEMBER	REGULAR MEETING 01/03/19	REGULAR MEETING 04/18/19
Lance Grace, Chairman	X	X
Manny Gonzales, Jr., Vice-Chairman	X	X
Rob Hicks, Member	X	X
Jeff Rabon, Member	X	X
Erich Wuersching		

AIRPORT

ZONING

BOARD

City of Alamogordo Airport Zoning Board
Annual Report to the City Commission – FY2019
Report period: January 1 through June 30, 2019

In accordance with Ordinance No. 2014 requiring that all Boards, Commissions, and Committees submit a written Annual Report to the City Commission, the following report is submitted for the Airport Zoning Board for the second half of fiscal year 2019 for the report dates of January 1st, 2019 through June 30, 2019. This report is for the purpose of aligning all boards, commissions, and committees reporting requirement to coincide with the City of Alamogordo's fiscal year.

Airport Zoning Board is a 5-member board – 2 city resident members, 2 county resident members, and 1 at-large member. Each member serves a 2-year term. There is currently one unfilled position which is designated for a city resident position.

Meetings are held on an as needed basis.

FY2019 AZB activities:

There were no meetings scheduled or held for the Airport Zoning Board in the fiscal year 2019.

ALAMOGORDO

PUBLIC

LIBRARY

BOARD

Alamogordo Public Library Advisory Board

FY 2019 Annual Report

The Board met eight out of 12 scheduled times. There were no meetings in July, October, or November 2018 due to lack of a quorum. The May 2019 meeting was cancelled due to a power outage. There was no official business transacted at three other meetings due to lack of a quorum – September and December 2018, and January 2019. So there were five actual meetings.

At the August 2018 meeting, new officers were elected. Chairman was William Dennis, Vice Chairman was Joel Hamilton, and Secretary was Karen Hutchison.

In September 2018 Karen Hutchison's term had expired. At this point there were three city board members: William Dennis, Joel Hamilton, and Roque Rosales. There were no county members. (The board is constituted of seven members, five city and two county.)

Jessica Hoidahl was appointed to fill Karen Hutchison's vacated position. She moved away and consequently attended no meetings. In December 2018 she was removed from the board.

For the February 2019 board meeting, three new city members had been appointed. They were Ryan Sanders, Michael Eshleman, and Audrey Hukari. There was discussion of changing the meeting time to suit more members, which was tabled to March.

In March 2019 elections were held for the vacant positions of Vice Chairman and Secretary. Michael Eshleman was elected as Vice Chairman and Ryan Sanders as Secretary. It was decided to leave the meetings on the second Wednesday of the month, but to move the time back from 4 p.m. to 5 p.m. Michael Eshleman reported that one person had applied for a county seat.

At the April 2019 meeting Library Manager Sharon Rowe gave a tour of the library to board members Ryan Sanders and Audrey Hukari.

On the afternoon of May 14, 2019, a transformer blew out near the Recreation Center. This caused a power loss over many blocks, including the library. Brian Cesar, City Manager, gave permission for the library to close early, since it was not known when power would be restored. One result was the cancellation of the board meeting scheduled for that day.

In June 2019 new county member Dave Dooling attended. Sharon Rowe gave him a library tour. New county appointee Cindy Stong was not present. This marked the first time in many years that all seven positions on the library were filled. The board reporting date change from a calendar to a fiscal year was mentioned. There was discussion about the function of the Board: the City Ordinance and Board By-laws were referenced.

Date	Notes	Present	Absent
July 11, 2018	No Quorum		
August 8, 2018		William Dennis, Karen Hutchison, Joel Hamilton	Roque Rosales
September 12, 2018	No Quorum		
October 10, 2018	No Quorum due to lack of members		
November 14, 2018	No Quorum due to lack of members		
December 12, 2018	No Quorum		
January 9, 2019	No Quorum due to lack of members		
February 13, 2019		William Dennis, Ryan Sanders, Michael Eshleman	Roque Rosales
March 13, 2019		William Dennis, Ryan Sanders, Michael Eshleman, Audrey Hukari	Roque Rosales
April 10, 2019		William Dennis, Ryan Sanders, Audrey Hukari	Roque Rosales, Michael Eshleman
May 8, 2019	No Meeting due to power outage		
June 12, 2019		William Dennis, Ryan Sanders, Audrey Hukari, Dave Dooling, Michael Eshleman	Roque Rosales

Prepared by Sharon Rowe, Alamogordo Public Library Manager
July 3, 2019

William G. Dennis III July 12, 2019

Chairman,
Alamogordo Public Library Advisory Board

CEMETERY

BOARD

City of Alamogordo Cemetery Board
Annual Report to the City Commission - CY 2019

In accordance with Ordinance No. 1014 requiring that all Boards, Commissions and Committees submit a written Annual Report to the City Commission, below is the Annual Report for the Cemetery Board for 2019.

The Cemetery Board consists of 3 members.

Members: Windy Franks, Victoria Eastman, (Vacant)

June 13, 2019: No Quorum
*The next board meeting is pending

HOUSING

AUTHORITY

BOARD

City of Alamogordo Housing Authority Board

Annual Report to the City Commission- FY2019

Reporting Period: January 1, 2019 through June 30, 2019

In accordance with Ordinance No. 2014 requiring that all Boards, Commissions and Committees submit a written Annual Report to the City Commission. The purpose of this report is to align all boards, commissions and committees' reporting requirement to coincide with the City of Alamogordo's fiscal year. The following report is for the Alamogordo Housing Authority for the second half of FY2019. Reporting dates are January 1, 2019 through June 30, 2019.

The Alamogordo Housing Authority Board consists of 4 members:

LeRoy Copeland- Chair- Alamogordo Resident

Rhonda Devine- Board Member- Alamogordo Resident

Daniel Darr- Board Member- Alamogordo Resident

Collen Lenart- Resident Member (Alta Vista)- Alamogordo Resident

FY2019 Alamogordo Housing Authority Board Activities:

There were no meetings scheduled or held for the Alamogordo Housing Authority Board during the reporting period in FY2019.

MAYOR'S

COMMITTEE

ON

AGING

Jan. – June, 2019 Mayor's Committee on Aging Annual Report

January 2019
5 members, 2 vacancies
Ms. Telles updated members on the planning progress for the Senior Center 25-year anniversary celebration. She suggested obtaining quotes on a new concrete covering for the next 25-year time capsule.
Mr. Rodriguez said that he will continue to serve as "point-of-contact" for volunteers who are willing to help seniors with odd jobs around the house. He will forward volunteer information to Ms. Courtier.

February 2019
5 members, 2 vacancies
Ms. Telles made a motion to dedicate the March MCoA meeting for the purpose of poring over the contents of the box of memorabilia from the Senior Center's grand opening. All members were in favor. Ms. Telles stated that she will look into borrowing the steel drums from the Methodist Church for the anniversary celebration.
Mr. Rodriguez reported that he located some contacts who are willing to help seniors with odd jobs as long as the jobs do not incur any cost. He also contacted Habitat for Humanity, and they are willing to help as well.

March 2019
4 members, 3 vacancies
MCoA members held a work session to plan the Senior Center 25-year anniversary celebration, and they accomplished the following:

1) Ms. Telles and Ms. Heath sorted through the box of ASC grand opening mementos and chose some pictures to use for the 25-year anniversary slide show. The next step will be for MCoA members to look through the pictures that are on the shared drive of the Senior Center computers.
2) An essay contest form was selected for distribution to 4-5th grade students at Sierra Elementary School. The form asks students to compose an essay that answers the question: "What does it mean to you to have the ASC as a next door neighbor to your school?" Prizes will be awarded to first, second and third place essay winners.
3) The decision was made to invite the New Mexico Governor and State Representatives to the 25 year anniversary event. It would also be a good idea to invite the winners of the original elementary school essay contest, if they can be located.
4) It was decided to put items in the new time capsule that are similar to the items in the original time capsule.

April 2010

4 members, 3 vacancies

Ms. Telles requested that the Food Pantry Directory be more assessable to seniors. Ms. Morales said that staff will add the directory to the Senior Center television announcement screens.

May 2019

4 members, 3 vacancies

Ms. Morales reported that the food pantry directory was successfully added to the Senior Center television announcements.

Ms. Morales reported that the Senior Center has suffered from recent acts of vandalism. Mr. Rodriguez said that he will confer with the person who oversees all surveillance for Gerald Champion Regional Medical Center in order to obtain his top three security company referrals. Mr. Rodriguez will then forward the information to Ms. Morales.

June 2019

4 members, 3 vacancies

Ms. Telles made a motion to hold a work session during the regularly scheduled July MCoA meeting in order to prepare for the Senior Center 25-year anniversary celebration. All members were in favor, and the motion was passed.

Annual report prepared by Britney Courtier, Administrative Assistant

PARKS AND

RECREATION

BOARD

City of Alamogordo Parks and Recreation Board
Annual Report to the City Commission - CY 2019

In accordance with Ordinance No. 1014 requiring that all Boards, Commissions and Committees submit a written Annual Report to the City Commission, below is the Annual Report for the Parks and Recreation Board for 2019.

The Parks and Recreation Board consists of 7 members.

January 9, 2019:
There was no quorum for this meeting.

May 9, 2019:
There were no minutes to approve from the previous meeting since there was no quorum. No old business to discuss either.

The Board elections for Chair and Vice-Chair were discussed. Mr. Ensminger was appointed Chair via acclimation. Mr. Walker was appointed Vice-Chair via acclimation. Mr. Walker is a new board member and the acting Athletic Director for the Public Schools. Department reports were discussed after the elections.

The recreation center discussed the hiring of Part-Time and Seasonal employees. Most of the positions had been filled, with only a few needing to be filled. The door replacement project had been approved for the final door. The pool patio project had just been completed. The pool opened up during Spring Break, which was one month earlier than the usual opening date. 100-plus customers is what the pool was averaging during this period. It did slow down due to the cooler weather but was still averaging 100-plus people on Saturdays.

The parks overview was about the cleaning and maintenance of the parks and other areas being maintained by our parks crew during the growing season. Several of the park crew also assisted other departments throughout community services as needed. Their help was very much appreciated and needed. There were no questions regarding the entirety of the parks report.

PLANNING AND

ZONING

COMMITTEE

Planning and Zoning Commission
Annual Report
January 2019 thru June 2019

Here is the detailed accounting of the actions taken by the Planning and Zoning Commission this year. Please note that the volume of actions taken has declined considerably, as is to be expected during the economic decline currently underway:

2019 Planning & Zoning Actions

Month	Subdivision	Variance	Zoning	Annexation	Land Transfer	R.O.W. Vacation	Agreement
Jan							
Feb	NO QUORUM						
Mar	NO QUORUM						
Apr							
May			1				
Jun							
Jul							
Aug							
Sep							
Oct							
Nov							
Dec							
Total			1				

Planning and Zoning Commission Attendance
January 2019-June 2019

Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Pamela Lee	X			X	X	X						
Eddie Kemp II	X			X	X							
David Gonzales	X											
Andrew Gomolak	X			X	X	X						
Pamela Murry (HAFB Ex-Officio)	X				X	X						
Beth Crabbe	X			X	X	X						
Raymond Nejeres						X						

PROMOTION

BOARD

City of Alamogordo Promotion Board
Annual Report for FY 2019

In accordance with Ordinance No. 1014 requiring that all Boards, commissions and Committees submit a written Annual Report to the City Commission, below is the Annual report for the City of Alamogordo Promotion Board for 2018

The Promotion Board makes recommendations to staff and City Commission as to the promotion of the City of Alamogordo, including tourism, resident relocation, quality of life and overall marketing. The Board consists of five members (two lodging industry representatives, two tourist related industry representatives, and one at-large member): Bob Flotte, Chris Orwoll, Pete Desai, Nate Mandalia, and Joseph Tuttle. Promotional advertising for 2018 included billboards; print advertising in tourism magazines, Texas Monthly, New Mexico Magazine, visitor guides; television ads in New Mexico and West Texas; digital advertising on tourism websites; LCD display ads in the El Paso Airport; brochures for Alamogordo; and an update to the tourism website and the free mobile app highlighting Alamogordo and the surrounding area.

July 11, 2018
No Quorum

August 15, 2018
The final Lodger's Tax revenue for FY18 was $243,000 and the budget has been set at $247,000 for FY19. The Board voted to reimburse the Alamogordo Chamber of Commerce for a portion of the advertising money they spent to advertise the Red, White & Blue Brew & Music Fest, through the funded events program. Visitation to WSNM continues to be up. WSNM is the most visited National Park/Monument in the state. Michelle Brideaux met with the directors of tourism for Visit El Paso and Visit Las Cruces to talk about ways to cross promote our area and to help benefit each other. Visit El Paso and Visit Las Cruces have many visitors that want to visit WSNM and would like to work to help create a loop through our 3 destinations for tour groups. The award of the RFP was approved by the commission and awarded to KH Advertising & Griffin & Associates, who have partnered on this project. The board reviewed our Independent Accounting Audit and were very pleased with the results, between the small, medium and large hotels audited, all were within $0.50 plus or minus in the expected payments to the Lodger's Tax. A few ad placements were discussed and approved.

September 12, 2018
Lodger's Tax revenue is right on track. Visitation at WSNM was down for the month of August year over year but is still up by 3.28% YTD. Placements for all the advertising through the Co-op Marketing Grant are being taken care, the new advertising at the ELP Airport is currently running. The Visitor Center facelift is complete, and the board was pleased with the results, it will enhance visitor experience. The board voted to move the time of the regular monthly meeting and the motion passed to meet at 10am rather than 1:30pm the second Wednesday of each month. The board was informed of a strategic planning phone conference that would happen later that week with the new Ad Firms. The board also discussed ideas to make the process of applying for Funded Event Advertising reimbursement easier, Blanca will work to update the forms and make them online fillable forms.

October 10, 2018
No Quorum

November 14, 2018
November's meeting included a special presentation from HK Advertising on the status of the current advertising projects for the year, plans for the rest of the year based on the strategic plan, and status of the NMTD Co-op Marketing Grant. The presentation was very informative, and the board was pleased with the changes that were implemented

this year to move Alamogordo into a more digital and trackable advertising area. The Lodger's Tax revenue continues to be on track YTD. Visitation to WSNM is up for the month of October year over year as well as YTD, they should beat last year's total of 612k visitors. Michelle Brideaux reported that she will be heading to the TMS Family Travel Summit in Gallup, NM to pitch Alamogordo to travel writers from all over the country, she is bringing beautiful photographs, brochures, pistachios and a new vintage looking postcard, "Greetings from Alamogordo, NM" that matches the new mural at the visitor center. The schedule for the 2019 meetings was discussed and they will continue to be the 2nd Tuesday of each month at 10am at City Hall, except in September, due to the meeting landing on the 11th and the numerous activities happening in our community on that day to honor those lost on 9/11.

December 12, 2018

Lodger's Tax revenue is on track to meet this year's goal. The board discussed ways to better compare and evaluate the Lodger's Tax revenue data MTD/YTD and year over year, Board Member Orwoll volunteered to review the data. The board has one opening due to the resignation of Board Member Tuttle, who has started a new job. Michelle Brideaux reported on her trip to Gallup, NM for the TMS Family Travel Summit, she met numerous writers from all over the country, was able to pitch Alamogordo and the southern half of New Mexico to the group. Many of the writers had never been to NM and were inspired by the natural beauty and diversity of the state. Michelle has already come across articles featuring Alamogordo, or that include a nod to our area, since her trip. Michelle also reported on the most recent Southeast Regional Tourism Board meeting she participated in, lots of wonderful things happening for tourism in our region. With the launch of our new monthly tourism newsletters that will be going out to our data base of contacts, Board Member Nate Mandalia asked if it was possible to get a "white label" version of the newsletter each month that the local hotels could added their branding to and send out to their customers, Michelle will have the ad firm work on that for him and our other local hotels/motels. Michelle discussed her meeting with Cathy Harper, from the NM Museum of Space History, on the Gordodon Fossil. The museum will be able to have the newly discovered fossil on display at the museum in the new year and is excited to work together with the City to promote this new creature that is named in part for our community.

January 9, 2019

As of the first ½ of year Lodger's Tax is down slightly, currently at 48% of expected revenue. Visitor Center visitation was down year over year and as was visitation to White Sands National Monument. WSNM is currently closed, they had been on track to beat last year's visitation until the Government shutdown mid-December, which is one of their busiest times of year. Nate will work with our ad agency to get a "white label" newsletter, so that he can help to pushout the monthly newsletter we are already currently producing to his customer email list. We have a few more ad placements left for the year. Touchpoint Designs, our app developer, will no longer be creating or supporting his apps after the end of 2019, we will for with him to make our make as timeless as possible before the end of the year. Michelle will be attending the annual Trends Conference in Santa Fe at the end of January, as well as the Legislative Reception. Once a Day Marketing, who is working on the Adventures For Life branding campaign, is holding a tourism focus group on January 17th to get a help support the growth of the brand and looking at what business gaps our community may have that would support tourism growth.

February 13, 2019

We had a guest at the February meeting, Grace Miller, web designer and spouse of a HAFB F16 pilot sat in on our meeting. She is new to the community and looking to get involved. The current Lodger's Tax revenue is again slightly under expected revenue YTD. We have been told 2 additional hotels are in the works for Alamogordo, one in the Mesa Village area (Home 2 – 90 rooms) and another on the south side of town. Once these hotels are built and open, they will help to increase Lodger's Tax revenue. No report was received from the Chamber this month. The report from WSNM and also from our local hotels and other attractions is that visitation is down. With the government shutdown that lasted well into January our attractions and tourism related businesses were affected. Michelle reported on the Trends Conference; the new Secretary of Tourism spoke as well as many other industry leaders. Tourism continues to be on the rise all over the State of NM. Our ad firm Sunny 505 was also present at the conference. The tourism focus group went well, even though there were some negative people in attendance. The group felt that the Chamber needs to focus a little more on tourism to help support the efforts of our local businesses/attractions. The new digital billboards will be up in the Amarillo and Lubbock areas, these are great drive markets and with digital we have less production expense, more variety of ads and the billboards can be seen in multiple locations. The Governor's Conference on Hospitality & Tourism will be held in April in Santa Fe, Michelle will be attending, and she is encouraging all local attractions and hotels to participate.

March 13, 2019
The Lodger's Tax revenue continues to be down slightly, our local attractions and hotels report that they felt the effects of the government shutdown, but they are starting to recover March is usually a very good month for tourism. No reports were received from the Chamber on visitor center count or brochure distribution. Michelle has been working with Jade at the Chamber on reestablishing service with Fun & Games. Fun & Games is a company that delivers brochures to all the State Visitor Centers and many other visitor centers, they also attend events where they distribute tourism info for all of their clients. Visitation to WSNM YTD is down, but up for the month of February over last February. Michelle Continues to work with Visit Las Cruces and Visit El Paso to coordinate our tourism efforts in our region. The 2019 New Mexico True Adventure guide has been delivered and is available at the visitor center and local attractions. Need to work with Chamber to get them delivered to local hotels.

April 10, 2019
Local visitation and Lodger's Tax is on the rise. March was a great month for tourism at our local attractions and our local hotels. The board discussed making a few adjustments within our budget to better align with that goals for the rest of this FY. The Governor's conference on Hospitality and Tourism will be at the end of April in Santa Fe. This event is organized by the NM Hospitality Association in conjunction with the State Tourism Dept. Michell will be attending and encouraged board members to attend as well. We are almost done with ad placements for the year and to think about the plans for FY20. Michelle is working with Sunny 505 on the application for the Co-op Marketing Grant. They plan to go for the gusto and as for as much as they can to help supplement our budget. One of the items they will be requesting is a one-day video and photography session through the State Tourism Dept. to increase our toolbox of assets, it has been some time since we had a NM True video and photography session. Vera Hayduk from Sunny 505 will plan to attend our next meeting to give the board a report and talk about the plans for FY20.

May 8, 2019
May's meeting included a presentation by Sunny 505, our ad agency, to get us all up to speed on advertising for the whole and to discuss the plan for FY20. Vera Hayduk of Sunny 505 spoke about the importance of our partnership with the state tourism brand, New Mexico True. Over $11 million was budgeted for NM True for FY19 and we get to piggyback on that effort. The State Tourism Dept. really loves southern NM especially White Sands and it is featured in ads all over the county. The board did discuss the idea of doing some advertising in Northern Mexico, Las Cruces and El Paso are already taking advantage of this market and are willing to work with us. Locally we moved towards more digital advertising this past year which allows us to be much more strategic. We are able to better target potential visitors and better measure our ROI. April's Lodger's tax income was exceptional bringing in nearly $27,000 for fund 16 (40% of total Lodger's Tax brought in). WSNM visitation is up by 8.4% for April over April of 2018. Chris Orwoll reported that the New Mexico Museum of Space History was also up for the month of April by 3.8%. Michelle Attended the Governor's Conference on Hospitality and Tourism in Santa Fe last month. Che reported that there were a lot of great speakers and breakout sessions. Also present were the leadership of Sunny 505 and management of one of our local hotels. One of the owners of Sunny 505 was also inducted into the Tourism Hall of Fame. The State Tourism Department announced that they will be offering a free service to communities all over the state in conjunction with a contractor to help local businesses establish and better utilize their Google listings. The Co-op Marketing grant for FY20 was submitted and we are waiting on the award letter. We asked for a very large amount

this year in hopes that we will get the biggest match that we can to help stretch our small budget. The board also discussed Tourism giveaway items that we can purchase to promote our community and our website www.alamogordonmture.com We also discussed window clings for Tourism related businesses to show our partnership to grow and improve tourism in and around Alamogordo.

June 12, 2019
No Quorum

Attendance for Promotions Board FY 2019

The Promotion Board meets the second Wednesday of each month at 10:00 am in the General Conference Room at City Hall

Month	Present	Absent
July	*Meeting Canceled – No Quorum*	
August	Bob Flotte, Joseph Tuttle, Chris Orwoll	Pete Desai, Nate Mandalia
September	Bob Flotte, Joseph Tuttle, Chris Orwoll, Nate Mandalia	Pete Desai
October	*Meeting Canceled – No Quorum*	
November	Bob Flotte, Pete Desai, Nate Mandalia	Chris Orwoll, Joseph Tuttle
December	Bob Flotte, Chris Orwoll, Nate Mandalia, Pete Desai	Joseph Tuttle
January	Bob Flotte, Chris Orwoll, Nate Mandalia	Pete Desai, 1 Vacancy
February	Bob Flotte, Chris Orwoll, Pete Desai, Marianne Schweers	Nate Mandalia
March	Bob Flotte, Nate Mandalia, Marianne Schweers	Pete Desai, Chris Orwoll
April	*Bob Flotte, Chris Orwoll, Nate Mandalia, Marianne Schweers*	Pete Desai
May	Bob Flotte, Chris Orwoll, Nate Mandalia, Marianne Schweers	Pete Desai
June	*Meeting Canceled – No Quorum*	

FY 2019 Total Meeting Attendance

Member	Present	Absent
Bob Flotte	9	0
Pete Desai	3	6
Chris Orwoll	7	2
Nate Mandalia	7	2
Joseph Tuttle (Ended Term in Dec)	2	2
Marianne Schweers (began term Feb)	4	0

**Please note that Pete Desai had a stroke that kept him out of the meetings, a replacement could not be found, he did begin to attend meetings, but will not be seeking another term at this time.*

9 total meeting for FY 2019, 3 meetings were canceled due to the lack of a quorum – July, October & June

SENIOR

VOLUNTEER

ADVISORY

COMMITTEE

Jan. – June, 2019 Senior Advisory Council Annual Report

Senior Advisory Council Members

Stephen Butler John Ely Mike Groves Susan Hopkins

Billy Power Nina Walker Saenz Kay Ekman (started in April)

Xochitl Valenzuela (Started in May) Paul Farrant (Started in May)

Maria de Mireles (Started in May)

January 2019

Meeting was cancelled due to lack of a quorum.

February 2019

4 members, 2 absent, 5 vacancies

Members reviewed and accepted minutes from December 2018 and January 2019. Staff reports were given for Foster Grandparents Program (FGP), Senior Companion Program (SCP), Retired and Senior Volunteer Program (RSVP), and the Senior Volunteer Programs (SVP) by their respective coordinators. Karen Groves (FGP/SCP), Neil McFarland (RSVP), and Julie Baker (SVP).

Members discussed the Volunteer Appreciation Banquet. Items discussed were the theme, menu, dates of set up, decoration construction, set up of decorations. Members also discussed the Hot Chocolate and Cookie Social in January. Social saw 65 volunteers attend and provide updates to their information.

New officers that had been voted on in December were set.

March 2019

4 members, 2 absent, 1 guest, 5 vacancies

FGP, SCP, RSVP, and SVP coordinators gave updates for their respective programs.

Members continued discussion on Volunteer Appreciation Banquet. Discussed were set-up dates and times

Members were notified about National Service Recognition Day in April. Members Discussed the invitation of Mayor Boss to do annual proclamation and the refreshments.

Members discussed the By-Laws of the Senior Advisory Council and made recommendations for changes. Items changed were as follows:

Article III, Sections 6. Changed to read: Proposed new members will be nominated by the Council Membership. Nominations will then go to the Mayor for his/her selection. The selected individual will take office in the month following approval by the City Council. *Motion was approved by voice vote.*

Article II, Section 3. Motion to strike the entire section was approved by voice vote.

Article III, Section 1. Change 10 to 11 members. *Motion approved by voice vote.*

Article III, Section 3. Change community supports to community supporters. *Motion approved by voice vote.*

Changed By-Laws set to be approved at the next meeting

April 2019

5 members, 2 absent, 4 vacancies

FGP, SCP, RSVP, and SVP coordinators gave updates for their respective programs.

Members were informed about summer program for FGP/SCP volunteers at the Rec Center. Members were also informed about possible upcoming problems due to changes in fingerprinting regulation changes from Senior Corp. Members were also informed about the door prized for the Appreciation Banquet.

Members reviewed the changes to Senior Advisory Council By-Laws and approved them. Members also discussed about how to get new members into the Senior Advisory Council (SAC). Members also started discussions about ideas for the theme for the Volunteer Appreciation Banquet for May of 2020.

May 2019

2 members, 3 absent, 6 vacancies

Meeting was cancelled due to lack of a quorum.

June 2019

3 members, 6 absent, 2 vacancies

Meeting was cancelled due to lack of a quorum.

Annual report prepared by Neil McFarland, RSVP Volunteer Coordinator and SAC Liason

WHITE

SANDS

BEAUTIFICATION

COMMITTEE

White Sands Beautification Committee
Annual Report
January 2019 thru June 2019

Here is the detailed accounting of the actions taken by the Planning and Zoning Commission this year. Please note that the volume of actions taken has declined considerably, as is to be expected during the economic decline currently underway:

2019 WSBC Actions

Month	Cleanup Projects	
Jan	1	
Feb	0	
Mar	0	
Apr	NO QUORUM	
May	NO QUORUM	
June	0	
Jul		
Aug		
Sep		
Oct		
Nov		
Dec		
Total	1	

White Sands Beautification Committee Attendance
January 2019 thru June 2019

Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Christopher Hayman	X	X	X			X	X					
Jeremy York	X	X	X			X	X					
David Gonzales	X					X						
Pamela Lee (Ex-Officio)	X		X			X	X					
Camdon Wilde	X		X			X	X					
Mark Praught	X	X	X				X					
Adam Rosen	X	X					X					
Lissette Mendoza			X				X					
Manuela Heberle							X					

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/23/2019 **Report Date:** 7/17/2019 **Report No:** 7.

Submitted By: Brian Cesar

Subject: Consider, and act upon, a Mutual Agreement for Termination of Ground Leases and Conveyance of Lessee's Improvements relating to Oregon School. *(Brian Cesar, Interim City Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve Mutual Agreement.

Background: This agreement terminates the Alamogordo Public Schools' lease of the Oregon School and conveys the buildings and improvements to the City.

MUTUAL AGREEMENT FOR TERMINATION OF GROUND LEASES AND CONVEYANCE OF LESSEE'S IMPROVEMENTS

This termination agreement is made as of the effective date ("Effective Date") set forth below, between the City of Alamogordo, New Mexico, a municipal corporation,, of ______________, Alamogordo, New Mexico ____, ("Lessor"), and the Board of Education, Alamogordo Municipal School District No.1, __________________, Alamogordo, New Mexico, _____, ("Lessee" or "District").)

RECITALS

A. Lessee is the holder of certain ground leases of real property in the City of Alamogordo currently leased from the Lessor (hereafter "Premises Leases") and upon which the Lessee has constructed buildings and fixtures and has conducted a public school program commonly known as the Oregon Street Elementary School ("Lessee's Improvements") as provided in the Premises leases. True and correct copies of said Premises leases, dated April 13, 1954, and July 1, 1959, are attached hereto and incorporated by reference as Exhibits "A" and "B", respectively. It is the understanding of the Lessor and the Lessee that the foregoing descriptions are and are intended to be the same real property, and it is the intention of the Lessee to terminate and to release its entire leasehold interests under both the April 13, 1954 Lease and the July 1, 1959 Lease to Lessor.

B. The useful life of the Lessee's Improvements has expired and the cost of continuing to maintain the Lessee's Improvements has become a financial burden which exceeds the benefits of retaining their ownership and Lessee has determined that it is in the best interests of the District to cease the operation of its school program in the Lessee's Improvements, discontinue the use of the Premises for school purposes and to terminate each Premises Lease. The Lessee has offered to convey all of Lessee's Improvements to the Lessor by way of quitclaim deed for nominal consideration. The Lessor is willing to terminate each Premises Lease and to acquire the Lessee's Improvements for municipal purposes for nominal consideration.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. **Termination of Leasehold Interests.** The Premises Lease dated April 13, 1954 and the Premises Lease dated July 1, 1959 are simultaneously terminated as of January 1, 2020 ("Termination Date") subject to the terms and conditions set forth below.

2. **Lessee's Consideration; Release of Liability.** Upon payment of all sums due under the July 1, 1959 Premises Lease on the Termination Date, Lessee shall be released from its respective obligations to observe the terms and conditions of each Premises lease and shall be released of all liability arising from or relating to the Leased Premises except for such reserved liability recited in Section 5.

3. **Vacating Premises.** Lessee shall vacate the Leased Premises and Lessee's Improvements on or before January1, 2020 leaving the Leased Premises and Lessee's Improvements in broom clean condition, normal wear and tear excepted.

4. **Release of Rights to Lessee's Improvements; Lessor's Consideration.** Lessee waives and releases all rights to remove the Lessee's Improvements as provided in the July 1, 1959 Premises Lease and, to the extent notice of abandonment may be required under the April 13, 1954 Premises Lease, Lessee abandons all the Lessee's Improvements in favor of the Lessor including but not limited to all window coverings, rods, awnings, mirrors, storm windows and doors; interior and exterior light fixtures and ceiling fans; ovens, stoves, ranges, dishwashers, and garbage disposals; heating and air conditioning systems; security systems, smoke alarm and fire suppression systems; water filtration, purification or softening systems; swimming pools, filters and equipment; and all attached gym equipment, including basketball posts and bleachers. . In consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by Lessor to Lessee on the Termination date, Lessee further agrees to execute a bill of sale for the Lessee's Improvements in a form satisfactory to the Lessor and Lessee and with such prior approvals as may be required by law in effect on or before the Termination Date.

5. **No Warranties; Reservation of Limited Liability.**Lessor acknowledges and agrees that the Lessee's Improvements are conveyed "AS IS, WHERE IS, AND WITH ALL FAULTS", subject to the representations made in this Section below, in its present condition, and specifically and expressly without any warranties, representations or guaranties, either express or implied, of any kind, nature or type whatsoever from or on behalf of Lessee. Lessor acknowledges that it has not relied, and is not relying, on any information, documents, statements, representations, guaranties or warranties (whether express or implied, oral or written, or material or immaterial) that may have been given by, or on behalf of, Lessor. Notwithstanding the foregoing, **Lessor does not agree to assume liability for the presence of undamaged and undisturbed asbestos materials utilized in the construction of the Lessee's Improvements and Lessee agrees that the conveyance of Lessee's Improvements by Quitclaim Deed shall not be construed or deemed to be a release of its own liability which may arise out of any claim, action or proceeding in tort or otherwise involving asbestos, nor in any way to hold or save Lessee harmless from such liability from any such claim based on an event or occurrence prior to the Termination Date.**

6. **Lessee's Representations.** Lessee represents to Lessor that the following statements are true and correct as of the date hereof and shall be as of the date the Quitclaim Deed is delivered: Lessee is a duly constituted and elected board of education of the Alamogordo Municipal School District No. 1, and as the governing body of said school district which is a political subdivision of the State of New Mexico, has full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

7. **Lessor's Representations.** Lessor represents to Lessee the following statements are true and correct as of the date hereof and shall be as of the date of conveyance. Lessor is a political subdivision of the State of New Mexico and has the capacity to authorize and that this Agreement has been approved by its governing body, which has authorized its Mayor to enter into this Agreement and all documents contemplated hereby or delivered or to be delivered in connection herewith, and to perform its obligations hereunder;

8. **Mutual Covenants.** Following the mutual execution of this Agreement, Lessor and Lessee shall deliver to each other any documents reasonably requested by the other Party evidencing that each has the authority to enter into this Agreement and to consummate the transactions contemplated hereby.

9 **Brokers.** The Parties hereby expressly acknowledge that no brokers have been involved in this transaction. In the event any claim is asserted by any real estate broker that compensation of any kind is due to it arising from or related to this transaction, the Party against whom such claim is asserted shall be solely responsible for payment or defense of such claim or claims.

10 **Facsimile or Email Transmissions; Notices; Delivery.** The facsimile or Email transmission of an executed copy or any addenda to the other Party shall constitute delivery of the executed document. Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered if delivered by facsimile or Email transmission as provided above, personally delivered to the party at the addresses set forth with the signatures of the Parties, or upon deposit of the same in the United States mail, postage prepaid, addressed to the Party at such address or any subsequent address delivered in accordance herewith.

11. **Entire Agreement; Governing Law; Binding Effect; Joint Preparation.** This Agreement, together with any exhibits, addenda or documents referred to in or supplied pursuant to the terms of this Agreement, contains the entire agreement between the parties and may not be modified in any manner except by an instrument in writing signed by all parties. This Agreement shall be governed by New Mexico law. Any disputes arising from this Agreement shall be brought solely in the Twelfth Judicial District Court, Otero County, New Mexico. This Agreement shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and assigns. Neither party may assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without prior written consent of the other Party. Lessor and Lessee acknowledge that this Agreement was prepared jointly and as a joint effort and shall not be construed against either party. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instruments. The provisions and representations contained in Section 5 of this Agreement shall survive conveyance of the Lessee's Improvements.

12. **Facsimile signature**. The parties agree that a facsimile signature has the same force and effect as an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) below:

Lessee: Alamogordo Municipal School District No. 1

By: Timothy C Wolfe Date: 6/19/2019

Timothy C. Wolfe, President
District Board of Education

Lessor: City of Alamogordo

By: ______________________________
Richard A. Boss, Mayor

Date: ________________________

Approval as to form:

By: ________________________________
Petria Schreiber, City Attorney

Date: ________________________

Address for Notice to Lessee:

Alamogordo Municipal School District No. 1.
Attention: Superintendent of Schools
1211 Hawaii Avenue
P.O. Box 650
Alamogordo, N.M. 88310

Address for Notice to Lessor:

City of Alamogordo
Attention: City Manager
1376 E. Ninth Street
Alamogordo, N.M. 88310

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/23/2019 **Report Date:** 7/15/2019 **Report No:** 8.

Submitted By: Nancy Beshaler

Subject: Consider, and act upon, award of Public Works Bid No. 2019-004 to Mevacon, LLC related to the Housing Authority Complex, Office, and Cuba Residence Reroof project in amount not to exceed $184,904.72, including NMGRT. *(Nancy Beshaler, Project Manager)*

Fiscal Impact: $184,904.72
Amount Budgeted: $331,573.00
Fund: 904-0107-436.69-05 HP1701

Additional Fiscal Impact:

Recommendation: Approve the award.

Background: The project will consist of removal of shingles, roofing felt, sheathing and drip edge on residential and office buildings; partial removal of decking and renovation of trusses on residential buildings, installation of new shingles, sheathing, and drip edge; installation of new decking; installation of new rotary turbine attic vents; and removal of old electrical weather heads and cap panel boxes.

The project was advertised for bids on June 16 and 23, 2019. Bids were opened at 11:00 a.m. on July 10, 2019 with three (3) bids received.

Please refer to the attached bid tabulation.

BID TABULATION
HOUSING AUTHORITY COMPLEX, OFFICE AND RESIDENCE REROOF
PUBLIC WORKS BID NO. 2019-004
JULY 10, 2019 11:00 AM
HOUSING AUTHORITY OFFICE

ITEM NO.	QUANTITY	DESCRIPTION	Opinion of Probable Construction Cost	Mevacon, LLC	C.D. General Contractors, Inc.	Smith Roofing, Inc.
Bid Lot 1	1 L/S	Alta Vista 7 Residential Units	$110,250.00	$112,497.02	$170,000.00	$239,800.00
Bid Lot 2	1 L/S	Avenida Amigos Office, Maintenance, and Learning Center Building	$47,250.00	$46,474.72	$57,400.00	$106,400.00
Bid Lot 3	1 L/S	2408 Cuba Avenue	$15,750.00	$12,236.33	$12,000.00	$23,327.00
		TOTAL	$173,250.00	$171,208.07	$239,400.00	$369,527.00
		NMGRT 8%	$13,860.00	$13,696.65	$19,152.00	$29,562.16
		TOTAL	$187,110.00	$184,904.72	$258,552.00	$399,089.16

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/23/2019 **Report Date:** 7/12/2019 **Report No:** 9.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, designating a 2019 NMML Annual Conference voting delegate and an alternate. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Appoint a conference voting delegate and an alternate.

Background: Every year a voting delegate and an alternate are designated by the Commission for the New Mexico Municipal League Annual Conference. This year the conference will be August 28-30, 2019 in Las Cruces.

Mayor Boss was the 2018 NMML voting delegate and Commissioner Sikes was the alternate.

New Mexico Municipal League

MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR ENTIRE GOVERNING BODY

TO: **MAYORS/GOVERNING BODY MEMBERS**
FROM: William F. Fulginiti, Executive Director
SUBJECT: **2019 ANNUAL CONFERENCE VOTING DELEGATES**
DATE: July 3, 2019

The 62nd Annual Conference of the NM Municipal League will be held August 28th through the 30th in Las Cruces.

At the Annual Business Meeting on Thursday, August 29th, a President Elect, Vice President, Treasurer and three Directors-at-Large for a 2-Year Term will be elected. Also, the ***Annual Statement of Municipal Policy, Annual Resolutions,*** and amendments to the ***NMML Bylaws*** will be adopted.

Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting. A municipality in good standing means that at least one-half of the municipality's current League annual dues must have been paid prior to or at the Conference. The vote of the municipality is cast by the Voting Delegate (or in her/his absence, the Alternate) who is selected by the governing body of the municipality.

The Annual Business Meeting will be conducted in accordance with Robert's Rules of Order Revised, and the Annual Business Meeting Rules and Procedures, which shall govern the actions and deliberations of the League membership assembled in convention. Attached for your information are the ***Policy Process Outline and the Annual Business Meeting Rules and Procedures.***

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. **The Voting Delegate and Alternate must be persons planning to attend the Conference.** Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and **return this form to the League Office no later than Wednesday, August 21, 2019.**

This is ***not*** an official registration form for the Annual Conference for either the Voting Delegate or the Alternate. Delegates must register for the Conference on the form provided in the Conference information you have already received.

Voting Delegates and Alternates must check in with NMML Staff at the Credential's Desk at Conference Registration.

Municipality:____________________________________

Voting Delegate:____________________ Title:____________________

Alternate:____________________ Title:____________________

Approved By:____________________________________

RETURN BY AUGUST 21, 2019 to:

Jackie Portillo, Support Services Coordinator
NM Municipal League
P.O. Box 846 – Santa Fe, NM 87504
jportillo@nmml.org
Fax: 505-984-1392

New Mexico Municipal League

ANNUAL CONFERENCE

POLICY PROCESS OUTLINE
and
ANNUAL BUSINESS MEETING RULES and PROCEDURES

August 29, 2019
Las Cruces, NM

POLICY PROCESS OUTLINE

PRIOR TO ANNUAL CONFERENCE

1. Policy Committees meet to review previous year's conference Resolutions and Statement of Municipal Policy, as well as newly submitted Resolutions and statements to be added to Policy. Proposed Resolutions or proposed Policy Statement amendments may be submitted by Committee members, member municipalities or League subsections. Committee makes necessary amendments and adopts, rejects, refers to appropriate other committee or (if resolution is not germane to coming session) refers to following year's committee, all by simple majority of votes cast.

   Committee prioritizes all Resolutions it adopts (including those staff is directed to draft) as "High," "Medium" or "Low" priority. Committee then ranks all "High" priority Resolutions in descending order, with "1" as highest rank.

   Policy Committee recommendations go to the Resolutions Committee.

2. Resolutions Committee meets and reviews proposed Resolutions and proposed Statement of Municipal Policy amendments as submitted by Policy Committees. Additional proposed Resolutions or proposed Policy Statement amendments may be submitted by Committee members, member municipalities or League subsections. Resolutions Committee makes necessary amendments and adopts or rejects by simple majority of votes cast.

   Resolutions Committee recommendations, adopted by simple majority of votes cast, go to Annual Business Meeting at the Annual Conference.

LEAGUE ANNUAL CONFERENCE

3. Resolutions Committee meets to consider additional proposed Resolutions or proposed Policy Statement amendments which have not been considered at its pre-conference meeting. Such proposals may be submitted by Committee members, member municipalities or League subsections. Resolutions Committee adopts or rejects by simple majority of votes cast, any new Resolutions or amended Policy Statement.

   Resolutions Committee recommendations go to Annual Business Meeting.

4. The Annual Business Meeting reviews proposed Resolutions and proposed Statement of Municipal Policy amendments submitted by Resolutions Committee. The Annual Business Meeting makes necessary amendments and adopts or rejects by simple majority of votes cast.

   Conference Resolutions and the Statement of Municipal Policy adopted by the Annual Business Meeting become the League's official documents for the year ending with the next Annual Business Meeting.

AFTER ANNUAL CONFERENCE

5. At a Fall meeting of the League Board of Directors, the Board reviews the Conference Resolutions and prioritizes them for action in the upcoming legislative session. The Board then selects its top priorities to become the League's primary legislative agenda.

* * * * *

In addition, at a joint meeting of the Boards of Directors of the League and the New Mexico Association of Counties, the two boards select those resolutions of the two associations which they jointly agree deserve joint association support in the legislative session.

ANNUAL BUSINESS MEETING

RULES AND PROCEDURES

1.0 **PRESIDING OFFICER**. The Presiding Officer of the Annual Business Meeting shall be the President who shall call the business meeting to order. If the President is absent from the meeting, the presiding officer will be determined in the following order:

- President-Elect
- Vice-President
- Treasurer
- A member of the Board of Directors selected by the Board.

2.0 **FLOOR RULES**. The Presiding Officer shall control the conduct of the meeting and all floor actions, subject to challenge from delegates or the parliamentarian, if any. The Presiding Officer will take motions and seconds from the floor on matters of business, will recognize the call for the question and ask for the official vote from voting delegates. The Presiding Officer will recognize those parties wishing to address the voting delegates.

The business on the floor shall be directed by the following requirements and guidelines:

2.1 **Quorum**. The presence of credentialed delegates representing a majority of the member cities registered at the Annual Conference shall constitute a quorum.

2.2 **Rules of Order**. Robert's Rules of Order Revised shall govern the conduct of the Business Meeting unless otherwise specified in the New Mexico Municipal League By-Laws or these official rules and procedures.

2.3 **Parliamentarian**. A qualified parliamentarian will be appointed to assist the Presiding Officer and delegates on matters of procedure at all times during the Annual Business Meeting.

3.0 **ACCESS TO THE FLOOR - GENERAL RULES**. Access to the Annual Business Meeting shall be governed by these rules:

3.1 **Separation of Floor From Gallery**. The site of the business meeting shall be divided into a floor section and a gallery section. The floor section shall be further separated into a rostrum and a section for voting delegates and alternates. No one shall be given access to the voting delegates section except as provided by these rules.

3.2 **Delegate and Staff Access to the Floor**. To gain access to the floor, voting delegates or alternates must wear a registration name tag bearing a Delegate or Alternate sticker. Only those staff necessary for conducting the meeting shall be permitted on the floor.

3.3 **News Media Access to the Floor**. Members of the news media may be allowed on the floor at the discretion of the Presiding Officer.

3.4 **Committee Access to the Floor**. Policy committee, task force, or special committee chairpersons and vice-chairpersons, not certified to vote, may be allowed on the floor and may be recognized to speak at the discretion of the Presiding Officer.

3.5 **Delegates, Guests and Observers**. Any Conference delegate will have access to the gallery. Guests and observers may have access to the gallery at the discretion of the Presiding Officer. Conference delegates, guests and observers may be recognized to speak at the discretion of the Presiding Officer.

4.0 **VOTING**. Voting at the Annual Business Meeting shall be governed by the following rules:

4.1 **Credentials Committee**. The Credentials Committee shall have the power to determine the right of any municipality to be represented at the Annual Business Meeting of the League.

4.2 **Entitlement to Vote**. Each member municipality in good standing, as determined by the Credentials Committee, registered and attending the Annual Conference shall be entitled to one vote by its delegate appointed by its governing body. **Voting by proxy is prohibited. The delegate must be present to cast a vote.**

In the event that a member municipality fails to appoint a delegate, such matter shall be referred to the Presiding Officer of the Annual Business Meeting who my designate a Voting Delegate from that member municipality.

4.3 **Method of Voting**. Where there is more than one nominee for office, the voting shall be only by written, printed or typed ballot, and shall be counted by the Canvassing Committee. In the case of the Director-At-Large positions, the candidates receiving the largest plurality shall be elected. All other voting shall be by a show of hands or voice vote, except that upon request of one-third of the delegates present, a roll call shall be called upon any question. Upon any vote, a majority of the delegates present and voting shall prevail, except upon questions which require more than a majority vote under any of the provisions of the By-Laws.

5.0 **ELECTIONS**. Elections for officers of the Municipal League and its Board of Directors shall be governed by these rules: Elections for the following positions shall take place at the Annual Business Meeting: President, (if no President-Elect is currently holding office), President-Elect, Vice-President, Treasurer and expired At-Large Board of Directors seats, including unexpired At-Large Directorships if any.

5.1 **Nominating Committee**. In the absence of any declaration of candidacy for a particular office or directorship, the League President shall appoint a Nominating Committee not less than fifty-nine (59) days before the Annual Conference and written notice of such appointment shall be given to all member municipalities. The Nominating Committee shall consist of the President, who shall serve as chair, and two persons from each of the League Districts. No declared candidate for any office or for directorship shall be a member of the Nominating Committee.

5.2 **Nominating Committee Meeting.** When necessary, the Nominating Committee will meet not later than twenty-one (21) days prior to the Annual Conference to recommend a candidate for any undeclared office. The Nominating Committee Report shall be sent to all members within five (5) days after the finalization of the Committee Report.

5.3 **Nominations from the Floor**. At the Annual Business Meeting, nominations from the floor may be made by any certified voting delegate in attendance, for any office or directorship to be filled.

5.4 **Election of Officers and Directors**. Voting shall be conducted as set out in Procedures 4.1, 4.2 and 4.3. The nominee(s) receiving the highest number of votes shall be elected. In the case of the Directorships At-Large positions, the candidates receiving the largest plurality shall be elected.

6.0 **ADOPTION OF THE STATEMENT OF MUNICIPAL POLICY & RESOLUTIONS**
Adoption of the Statement of Municipal Policy and Resolutions as outlined in the Annual Business Meeting preface of this document shall be by a majority of votes cast by the certified voting delegates present and voting.

7.0 **ADJOURNMENT OF THE ANNUAL BUSINESS MEETING**
After the Presiding Officer has determined all business has been concluded, the Annual Business Meeting shall be closed by a motion from the floor. A motion to adjourn requires approval by a voice vote of a majority of those voting delegates present and voting.

New Mexico Municipal League

MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR ENTIRE GOVERNING BODY

TO: **MAYORS/GOVERNING BODY MEMBERS**
FROM: William F. Fulginiti, Executive Director
SUBJECT: **2018 ANNUAL CONFERENCE VOTING DELEGATES**
DATE: July 13, 2018

The 61st Annual Conference of the NM Municipal League will be held August 29th through the 31st in Roswell.

At the Annual Business Meeting on Thursday, August 30th, a President Elect, Vice President, Treasurer and three Directors-at-Large for a 2-Year Term and one Director-at-Large for a 1-Year Term will be elected. Also, the *Annual Statement of Municipal Policy* and *Annual Conference Resolutions* will be adopted.

Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting. A municipality in good standing means that at least one-half of the municipality's current League annual dues must have been paid prior to or at the Conference. The vote of the municipality is cast by the Voting Delegate (or in her/his absence, the Alternate) who is selected by the governing body of the municipality.

The Annual Business Meeting will be conducted in accordance with Robert's Rules of Order Revised, and the Annual Business Meeting Rules and Procedures, which shall govern the actions and deliberations of the League membership assembled in convention. Attached for your information are the *Policy Process Outline and the Annual Business Meeting Rules and Procedures.*

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. **The Voting Delegate and Alternate must be persons planning to attend the Conference.** Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and **return this form to the League Office no later than Wednesday, August 22, 2018.**

This is ***not*** an official registration form for the Annual Conference for either the Voting Delegate or the Alternate. Delegates must register for the Conference on the form provided in the Conference information you have already received.

Voting Delegates and Alternates must check in with NMML Staff at the Credential's Desk at Conference Registration.

Municipality: City of Alamogordo

Voting Delegate: Richard Boss Title: Mayor

Alternate: Nadia Sikes Title: Commissioner

Approved By: Richard Boss

RETURN BY AUGUST 22, 2018 to:

Jackie Portillo, Support Services Coordinator
NM Municipal League
P.O. Box 846 – Santa Fe, NM 87504
jportillo@nmml.org
Fax: 505-984-1392

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/23/2019 **Report Date:** 7/17/2019 **Report No:** 10.

Submitted By: Shelbe Abbott

Subject: Consider and act upon, Ordinance No. 1596, an Ordinance amending certain sections of Article 29-03 District use regulations of the Code of Ordinances concerning setbacks and lot sizes. *(City Planner Stella Rael)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve for first publication to make changes to setback requirements in Chapter 29.

Background:

To amend sections of Chapter 29 pertaining to setback requirements.

ORDINANCE NO. 1596

AN ORDINANCE AMENDING CERTAIN SECTIONS OF ARTICLE 29-03- DISTRICT USE REGULATIONS OF THE CODE OF ORDINANCES CONCERNING SETBACKS AND LOT SIZES

WHEREAS, staff has been requested to amend the setback and lot sizes in Article 29-03; and,

WHEREAS, the changes in these sections will apply only to new subdivisions and new phases within existing subdivisions.

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo New Mexico that the following sections of Article 29-03-District Use Regulations of the *Alamogordo Code of Ordinances* be amended to read as follows:

29-03-020. - Front yards—District R-1.

There shall be a front yard having a depth of not less than ~~twenty (20~~) fifteen (15) feet, said front yard being defined as the minimum horizontal distance between the front lot line and the main building or any projection thereof, other than steps, ~~unenclosed balconies or unenclosed porches.~~ Twenty (20) feet to front of the garage.

29-03-030. - Side yards—District R-1.

There shall be a side yard on each of the one-story portions of buildings having a width of not less than five (5) feet and a side yard on each side of the two-story portions of buildings have a width of not less than seven and one-half (7½) feet. The side yard on the street side of a corner lot shall not be less than ~~fifteen (15) feet~~ ten (10) feet in width, except in the case where there is no point of access to or from the lot along the abutting streets. Where a corner lot has no point of access to or from the lot along the abutting streets, such side yard shall have the same side yard setback width requirements as a non-corner lot. Site Triangle is to be maintained.

Corner lot means a lot where two (2) intersecting sides abut a public or private street at an intersection.

29-03-040. - Rear yards—District R-1.

There shall be a rear yard having a depth of not less than ~~thirty (30) feet or twenty (20) percent of the depth of the entire lot, whichever amount is smaller~~ twenty (20) feet. The rear yard being defined as the minimum horizontal distance between the rear lot line and the rear of the main building or any projection thereof other than steps or unenclosed balconies.

29-03-050. - Lot width and areas—District R-1.

Every lot shall have a width of at least ~~sixty (60) feet~~ fifty (50) feet at the building setback line and shall have an area of not less than ~~six thousand (6,000) square feet~~

five thousand five hundred (5,500) square feet per family; except that if a lot has less area than herein required and was a lot of record prior to the effective date of this chapter, such lot may be used for one (1) single-family dwelling, and the yard regulations shall not apply; provided, however, that all other district regulations are observed and complied with.

29-03-085. – Parking—District R-1

There shall be a minimum of two (2) off-street parking spaces of at least nine (9) feet by twenty (20) feet for each dwelling unit, provided that access to each parking space shall not be from a major collector street or arterial, and further provided that whenever an alley is used for vehicular access to residential unit off-street parking spaces, such alley shall be paved, be at least thirty (30) feet wide, have Hollywood curbs, and meet all other provisions of the city subdivision requirements for streets. (See Section 22-01-060).

29-03-100. - Front yards—District R-2.

There shall be a front yard having a depth of not less than ~~twenty (20)~~ fifteen (15) feet, said front yard being defined as the minimal horizontal distance between the front lot line and the main building or any projection thereof, other than steps, ~~unenclosed balconies or unenclosed porches.~~ Twenty (20) feet to front of the garage.

PASSED, APPROVED, AND ADOPTED this ____ day of _____________, 2019

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: ______________________________
Richard A. Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Bengoechea, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/23/2019 **Report Date:** 7/16/2019 **Report No:** 11.

Submitted By: Petria Bengoechea

Subject: Consider, and act upon, Ordinance 1597 amending 11-04-020 of the Alamogordo Code of Ordinances regarding Unlawful Possession of Marijuana. *(Petria Bengoechea, City Attorney*) **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve for first publication.

Background: In July 2019 the New Mexico Legislature's decriminalization of marijuana took effect. This ordinance merely reflects the change in State Law in our ordinance to match what the legislature has done. It decriminalizes possession of up to half an ounce on the first offense and assess a penalty assessment of $50.

ORDINANCE NO. 1597

AN ORDINANCE AMENDING 11-04-020 OF THE ALAMOGORDO CODE OF ORDINANCES REGARDING UNLAWFUL POSSESSION OF MARIJUANA

WHEREAS, the City Commission of the City of Alamogordo finds that the act of unlawfully possession marijuana is a potential harm to its citizens residing within the City limits;

WHEREAS, to this end, the City Commission desires to amend its ordinance to reflect the current status of State law;

WHEREAS, the Municipal Court of the City of Alamogordo has jurisdiction over the proposed Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo that Section 11-04-020 of the Code of Ordinances be amended as follows:

11-04-020. - Generally—Unlawful possession of marijuana.

(a) *Definition.* "Marijuana" includes all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds. It does not include the mature stalks of the plant, hashish, tetrahydrocannabinols extracted or isolated from marijuana, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil or cake or the sterilized seed of the plant which is capable of germination.

(b) *Unlawful possession.* Unlawful possession of marijuana consists of the possession of marijuana which was not obtained directly from, or pursuant to, a valid prescription, or order of a doctor of medicine while acting in the course of his professional practice, or as otherwise authorized by law.

(c) *Penalties.* ~~Whoever unlawfully possesses marijuana shall for the first offense be punished by a fine of not less than fifty dollars ($50.00) nor more than one hundred dollars ($100.00) and/or by imprisonment for not more than fifteen (15) days, and for the second and subsequent offenses, shall be punished by a fine of not less than one hundred dollars ($100.00) nor more than three hundred dollars ($300.00) and/or by imprisonment for not more than ninety (90) days.~~

A person who violates this section with respect to:

(1) up to one-half ounce of marijuana shall be issued a penalty assessment and is subject to a fine of fifty dollars ($50.00);

(2) more than one-half ounce but less than one ounce of marijuana is, for the first offense, guilty of a petty misdemeanor and shall be punished by a fine of not less than fifty dollars ($50.00) or more than one hundred dollars ($100) and by imprisonment for not more than fifteen days, and, for a second or subsequent offense, is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than five hundred ($500) or by imprisonment for a definite term of less than 90 days, or both;

(d) *Mandatory lab fees.* A person convicted of unlawful possession of marijuana pursuant to this section prior to July 1, 1988, shall be assessed, in addition to any other fee or fine, a fee of twenty-five dollars ($25.00) to defray the cost of chemical and other analyses of controlled substance. Effective July 1, 1988, the mandatory lab fee assessment shall be increased to seventy-five dollars ($75.00). The municipality shall collect the fee and maintain the fees in a separate fund and transfer the fees along with other funds collected to the administrative office of the courts pursuant to Section 31-12-9, N.M.S.A. 1978, as amended.

(Code 1960, § 6-4-11; Ord. No. 730, 6-14-88)

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/23/2019 **Report Date:** 7/15/2019 **Report No:** 12.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, Amber Skies request for the City to repair water leaks in their community per base rate charges. *(Clifford Appel, Amber Skies Resident)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Provide Staff direction.

Background: Clifford Appel, on behalf of the Amber Skies community is requesting future water leaks in their community be repaired by the City per base rate charges of $13.90 a month per home.

RECEIVED
JUL 11 2019
CITY CLERK

City of Alamogordo City Commission Meeting
AGENDA REQUEST FORM

Today's Date: 11 July 2019

Request Date of Meeting: 23 July 2019

Name: Clifford Appel

Address: 2001 Amber Skies Ave, #101
Alamogordo **ZIP** 88310

Phone Number: (575) 434-2699 [landline, not cell]

E-Mail Address: W7CGA@arrl.Net

Item requested will be for: (Please check one)

[ ] Information only   [X] Action Item

Brief description of topic to be discussed:
Please attach one original of any documents pertaining to the topic -
We do not allow handouts at the meeting

Amber Skies is a 55+ manufactured home community of about 148 installed homes. The last two times that we've had water leaks, the city refused to repair the break. The city turned off the water supply at Highway US70 and left. The entire park had no water for two days before a contractor repaired the line. We request the city repair future leaks per our base charge of $13.90/month per home.

Signature: Clifford D. Appel

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

Phone: (575) 439-4272   Fax: (575) 439-4396   E-mail: rhughs@ci.alamogordo.nm.us

Revised 7/1/2019