



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

July 14, 2020 - 6:30 PM

The Commission Meeting will be a VIRTUAL MEETING
with City Commission and City staff participating through video. The link is:
<https://www.youtube.com/channel/UCTTgU3xsQBqlyRaME7TaYrQ/live>

Richard Boss	Mayor
Nadia Sikes	Mayor Pro-Tem, District 2
Jason Baldwin	District 1
Susan Payne	District 3
Josh Rardin	District 4
Sharon McDonald	District 5
Dusty Wright	District 6
Brian Cesar	City Manager
Petria Bengoechea	City Attorney
Rachel 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>

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT

Residents must submit comments to the City Clerk prior to 3 p.m. on the day of the Commission meeting. Comments will be distributed to the Commission and the City Manager and will be included in the public record.

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.

1. Approve the minutes for the June 23, 2020 Regular meeting. *(Rachel Hughs, City Clerk)*
2. Consider, and act, upon final publication of Ordinance 1617, an Ordinance amending 02-15-010 through 02-15-080 of the Alamogordo Code of Ordinances. *(Petria Bengoechea, City Attorney)* **(Roll Call Vote Required)**
3. Approve the Annual Reports from City Boards, Commissions and Committees for Fiscal Year 2020. *(Rachel Hughs, City Clerk)*
4. Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY21 contract for Direct Purchase of Services for senior programs. *(Magdalena Morales, ASC Manager)*
5. Approve and support the acceptance of the New Mexico Department of Tourism's "Clean and Beautiful" Grant award for Keep Alamogordo Beautiful for fiscal year 2021. *(Josh Sides, Special Events Manager)*
6. 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)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

7. Consider, and act upon, Resolution No. 2020-28 disposing one (1) 1994 Pierce/International 4900 Navistar 4-Door Fire Truck to Otero County for \$100.00. *(Jim LeClair, Fire Chief)* **(Roll Call Vote Required)**
8. Appointments to Boards and Committees. *(Richard Boss, Mayor)*

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/14/2020

Report Date: 6/26/2020

Report No: 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the June 23, 2020 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., VIRTUAL MEETING
June 23, 2020**

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

**NADIA SIKES, MAYOR PRO-TEM
JASON BALDWIN, COMMISSIONER
BRIAN CESAR, CITY MANAGER
PETRIA BENGOCHEA, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

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

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

APPROVAL OF AGENDA

City Attorney Bengoechea asked to remove item 9, at this time the Medlin's are going a different way.

Commissioner Rardin moved to approve the agenda.

Mayor Pro-Tem Sikes seconded the motion. Motion carried with a vote of 7-0-0.

PRESENTATIONS

1. Presentation on 8cantwait, www.8cantwait.org. (*Tanja Burns*)

Ms. Burns said she appreciates their work in the City. She requested the adoption of eight policies to keep spreading magic over the City and GO cashing. She read a letter from a citizen of Alamogordo asking for adoption for the following eight policies to reduce police violence. These policies reduce police violence, according to research adoption of these policies results in better outcomes in terms of police officer safety and they have no impact on crime rates, give 72 percent reduction in police involved killings compared to departments where none of these policies are in place. She said it is a win-win for all those reasons and costs nothing. Crime rate, one way or another will help police officers. The policies are as follows, banning choke holds, requiring de-escalation, require warning before shooting, duty to intervene to stop other officers using excessive force, require use of force continuum, and require comprehensive reporting. The adoption would benefit the citizens of Alamogordo and the brave officers of Alamogordo. She stated more information can be found at www.8cantwait.org. She requested they post current use of force policies police in an easy to find location as she could not find them on the police department website, she believes transparency is important to building community and trust. She asked, when is it to be or not to be, the adoption of these policies. She asked how many other submissions similar to 8cantwait have been received by the City, what internal processing to date, and how do we proceed from here.

Mayor Boss let her know this is not a decision they would make tonight; this is a presentation. This is something they can consider on some other day and bring back to take action on. If we decide as a Commission or the City Manager to put this as an agenda item, which could happen and there would be a vote by the Commission.

City Attorney Bengoechea clarified that rules and regulations for the Alamogordo Police department are done by the Chief of Police and the City Manager by ordinance, so the Commission does not set that policy.

Ms. Burns and Commissioner Baldwin lost power during the rainstorm. City Attorney Bengoechea said she would call Ms. Burns tomorrow and explain. Mayor Boss said let us do that.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

1. He said they asked staff to look at cutting their budget by of 20 percent in the General Fund and funds that are funded by lodger's tax and look at how that would impact them. We are not implementing these cuts, it is to take a closer look at the budget and until we get the gross receipts, we do not know where things are going. The meetings started this morning and will continue until Wednesday.
2. He said the Chambers of Commerce are looking to build a new complex north of Zoo and Alameda Park. He said the Sheldon Trust is putting a million dollars towards this new Chamber building. They are seeking out grants and had discussion on how that will be structured.
3. He said from the clean-up electric did in the median areas, electric challenged Mesa Verde to fill some potholes, and Mesa Verde competed it. They challenged two other local companies to do work around the community.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Pro-Tem Sikes made the following comments:

She read a statement from the Alamogordo MainStreet. They are expressing their continued support of item six of the consent agenda along with accepting the new MOU of New Mexico MainStreet. The Alamogordo Mainstreet, with their new president Cindy Boylan and Executive director Cam Wilde would have be present at this meeting to express their appreciation for their partnership and support. Alamogordo Mainstreet continues to support the businesses in the district with positive initiative, including their most recent grant program. Starting with the \$2,500 grant available to all MainStreet district businesses, Alamogordo MainStreet initiated a grogram for participating businesses to receive extensive training, support guidance, and promotion of individual GO fund me campaigns. Six small business applied and \$18,500 to date has been raised for these participating businesses. The result was a sizable amount of money that was raised in this community and will stay in this community. Since entering into the MainStreet program in 2016, Alamogordo MainStreet has been busy and proactive, providing free workshops, fund development for the District 6 businesses, provided promotion, training for the businesses and are still working on beatification projects throughout the MainStreet district. All with the motivation and hope that together our strong partnership will continue to enhance, beautify, and economically develop Alamogordo's historic district with respect to heritage and culture.

Mayor Boss made the following comments:

He asked City Attorney Bengoechea to be sure she gets back in touch with Ms. Tanja Burns and explain to her that they did not cut her off and what the procedure will be. City Attorney Bengoechea said yes.

CONSENT AGENDA

2. Approve the minutes for the June 9, 2020 Regular meeting. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, final publication of adoption of Ordinance 1613 to amend the Food Vendor Ordinance. *(Jim LeClair, Fire Chief and Rachel Hughs, City Clerk)* (Roll Call Vote Required)
4. Consider, and act upon, revisions to City of Alamogordo Utility Lien Policy originally approved by the City Commission on November 17, 2015. *(Evelyn Huff, Finance Director and Mark Threadgill, Customer Service Manager)*
5. Consider, and act upon, Resolution No. 2020-24 removing uncollectible and unsecured Utility, Library, Public Housing Authority, returned checks and other miscellaneous accounts from the City's accounts receivable. *(Sue Ashe, Accounting Manager)* (Roll Call Vote Required)

6. Consider, and act upon, approval of Resolution No. 2020-26, expressing continued support of Alamogordo MainStreet, along with acceptance of new MOU from New Mexico MainStreet and agreement with Alamogordo MainStreet. (*Debbie Osborne, Grant Coordinator*) (Roll Call Vote Required)

7. Consider, and act upon, Resolution 2020-27 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of June 23, 2020. (*Evelyn Huff, Finance Director*) (Roll Call Vote Required)

Commissioner Rardin moved to approve item 2,3,4,5,6,7 of the consent calendar.

Commissioner Wright seconded the motion.

Roll Call vote was taken.

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

City Clerk Hughs stated Commissioner Baldwin is no longer in the meeting. City Manager Cesar said he received a text message from Commissioner Baldwin stating he lost power.

NEW BUSINESS

8. Consider, and act upon, VFW request for Temporary Expansion of Licensed Premises at 700 US HWY 70 W., Alamogordo, NM. (*Gary Townsend*)

Mr. Townsend said it is a request that must be signed by local authority. Just expanding their patio area in the back, giving them a little more room, a little bigger number on their 25 or 50 percent once they can open. Down the road they are going to try to make it permanent and try to move all the smoking out there.

Commissioner Payne moved to approve.

Commissioner Rardin seconded the motion.

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

9. Consider, and act upon, Ordinance No. 1618 Approving a local economic development project for secured financial assistance proposed by Medlin Ramps. (*Laurie Anderson, OCDEC Director*)

Withdrawn during approval of Agenda.

Commissioner Rardin moved to adjourn at 7:00 p.m.

Commissioner Payne seconded the motion.

Motion carried with a vote of 7-0-0

ADJOURNMENT

Mayor Richard Mayor Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Rachel Hughs, City Clerk)
Approved at the Regular Meeting held on July 14, 2020.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/14/2020

Report Date: 7/8/2020

Report No: 2.

Submitted By: Petria Bengoechea

Subject: Consider, and act, upon final publication of Ordinance 1617, an Ordinance amending 02-15-010 through 02-15-080 of the Alamogordo Code of Ordinances. (*Petria Bengoechea, City Attorney*) (**Roll Call Vote Required**)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for final publication.

Background: On June 9, 2020 Commission approved first publication of Ordinance 1617 with a vote of 7-0.

Information from June 9, 2020

This ordinance repeals the entire Gross Receipts Investment Program ordinance as requested by the Commission at the last commission meeting, due to current budgetary concerns and the City's inability to meet its current GRIP obligations.

ORDINANCE NO. 1617

AMENDING 02-15-010 through 02-15-080 OF THE ALAMOGORDO CODE OF ORDINANCES

WHEREAS, the City of Alamogordo, New Mexico and its commissioners recognize that due to the Covid-19 pandemic the City's budget has been significantly impacted in a negative way;

WHEREAS, the City Commission understands that the City has already undergone layoffs, a spending freeze, and is currently projecting another 20% cut; and

WHEREAS, the City Commission must act to protect the City's budget by repealing this ordinance, but would like to continue this program with the City's budget has recovered;

THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico that Chapter 2-03-450 through 02-03-560 of the *Code of Ordinances* be amended as follows:

ARTICLE 2-15. -- GROSS RECEIPTS INVESTMENT PROGRAM ("GRIP")

2-15-010. -- Title.

This article shall be entitled the "Gross Receipts Investment Program" ("GRIP"), and shall hereafter be referred to and known under such title. This article is established pursuant to the authority granted to a home rule municipality by Article X, Section 6 of the New Mexico Constitution and the Municipal Charter Act, NMSA 1978, §§ 3-15-1 to 3-15-16 (1971, as amended).

2-15-020. -- Purpose.

There is hereby established a gross receipts investment program within the city intended to attract new businesses, including retail, or commercial activities or to encourage the expansion of an existing business, including retail, or commercial activity whose gross receipts are subject to the imposition of gross receipts tax, thereby creating new job opportunities for the citizens of the city while promoting the economic growth and welfare of the city, and to improve the city through new construction or the rehabilitation of existing commercial or industrial property, thereby encouraging the revitalization of the city while enhancing the area by increasing land values and providing an overall aesthetic improvement. To accomplish this purpose, the city, by written agreement, may reimburse certain gross receipts taxes directly attributable to construction activities associated with the construction or expansion of a business or commercial activity and the purchase of tangible personal property that will become an ingredient or component part of such a construction project, where the reimbursement thereof is instrumental in bringing the business or commercial activity to the city or retaining its presence within the city.

2-15-030. -- Definitions.

As used in the gross receipts investment program:

Applicant means a landowner or developer, as hereinafter defined, who has filed an application for reimbursement pursuant to the GRIP.

Building means any structure on a lot, having a roof supported by columns or walls and designed and/or intended for the shelter, housing or enclosure of an eligible entity.

Business owner means a sole proprietor, corporation, partnership, limited liability company, or some other legal entity that owns or owns and manages either a place of business or other establishment that is engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are all or partially subject to gross receipts tax, or a commercial activity whose services are all or partially subject to gross receipts tax, and who has a proprietary interest in land.

Contractor means any person who accepts orders or contracts from the owner of property or the property owner's duly authorized agent to assume authority or control, or to supervise, manage, or direct the work of others, or who is delegated authority by the owner to do so, whether at a fixed price or on a cost-plus basis, for doing any work.

Developer means any landowner, agent of such landowner, business owner, or tenant with the permission of such landowner, who makes or causes to be made a Development.

Development means any of the following activities on real property located within the corporate boundaries of the city:

- (1) The new construction of a facility for use by an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services are partially subject to gross receipts tax; or
- (2) The substantial expansion of an existing facility being used by an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services are partially subject to gross receipts tax. For purposes of this program, it shall not be necessary to meet any specified level or percentage of receipts that are subject to gross receipts tax. An establishment, place of business or a commercial activity need only show that a portion of its receipts are subject to gross receipts tax.

Eligible entity means an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services are partially subject to gross receipts tax. An entity is not required to meet any specified percentage of taxable receipts in order to be considered an eligible entity. Instead, the entity only needs to show that a portion of its receipts are subject to gross receipts tax.

Eligible project means a development that meets the requirements of section 2-15-040.

Facility means a building or structure that allows or makes possible a person to engage in some type of business or commercial activity.

Landowner means the legal or beneficial owner or owners of land including the holder of an option or contract to purchase (whether or not such option or contract is subject to any condition), a lessee if authorized under the lease to exercise the rights of the landowner, or other person having a proprietary interest in land.

Local employment means those laborers or skilled craftsmen who are residents of the County of Otero, New Mexico.

Local option gross receipts tax means a tax authorized to be imposed by a county or municipality upon the taxpayer's gross receipts and required to be collected by the department at the same time and in the same manner as the gross receipts tax.

Local subcontractors means only those located or having a principal office in Otero County.

Local vendors and suppliers means only those vendors or suppliers who are located or have a principal office in Otero County.

Structure means anything constructed or erected on the ground or attached to the ground.

2-15-040. -- Eligibility.

In order for a development to qualify for reimbursement under the GRIP, it must:

- (1) Demonstrate that the development involves the building of a structure, or the expansion or rehabilitation of an existing structure, for use by an eligible entity with a value in excess of fifty thousand dollars (\$50,000.00);
- (2) The contractor must have, or establish, and maintain a physical presence in the city sufficient to subject the development to local option gross receipts tax; and
- (3) The contractor must give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For purposes of determining eligibility, the value of the project shall be equal to the valuation assigned to a project by the construction industries division of the state regulation and licensing department pursuant to 14.5.5.10 NMAC for purposes of establishing a building permit fee.

2-15-050. -- Application procedure.

- (a) All GRIP reimbursement requests shall be made in writing on a form prescribed by the city. The applicant must show that the reimbursement is a deciding factor in the decision to establish or expand the eligible entity in the city.
- (b) Prior to entering into a GRIP agreement, the city commission shall receive and consider a recommendation from the city manager, or designee, said recommendation being based on the factors listed in section 2-15-060.
- (c) If the GRIP application is approved, the commission shall approve the agreement with the developer providing for the GRIP reimbursement payments by resolution.

2-15-060. -- Factors considered by city commission when considering reimbursement requests.

The following non-exclusive factors may be considered in determining whether to enter into a reimbursement agreement with an applicant, and if so, the percentage of value to be abated:

- (1) — The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the project;
- (2) — The amount of local gross receipt taxes to be generated by the project;
- (3) — The amount the property tax base valuation that will be increased as a result of the project;
- (4) — The potential economic impact the project will provide to the local community;
- (5) — The costs to be incurred by the city to provide facilities or services necessary to complete the project;

Each application for tax reimbursement shall be reviewed on its merits utilizing the factors provided above. After such review, a reimbursement request may be denied entirely or may be granted to the extent deemed appropriate after evaluation.

2-15-070. -- GRIP agreement.

Upon a finding that the development qualifies as a eligible project under the GRIP and is in the public interest, the city and the applicant shall enter into an agreement wherein the city will pay to the applicant up to one hundred (100) percent of the city's share of total gross receipts taxes directly attributable to the eligible project, less any amount dedicated to other special purposes, received by the city during the term of the agreement. The GRIP agreement shall include at least the following terms:

- (1) — The applicant must report and pay gross receipts taxes on all receipts associated with the development that are subject to the gross receipts tax;
- (2) — The applicant shall agree that its only recourse for payment of the GRIP reimbursement payments are those invoices submitted by the applicant which prove gross receipts taxes have been paid to the State of New Mexico for payment to the city and that the city has no other liability of whatever kind, whether in law or equity, to the applicant;
- (3) — A provision requiring the applicant, on at least a quarterly basis, and at applicant's cost, to allow the full examination by city or its designated representative(s) of all documents necessary for city to assure that best efforts have been used by applicant to utilize local labor, subcontractors, vendors and suppliers. The city will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the project to the terms of the GRIP agreement; and
- (4) — The applicant shall agree to an acceptable means by which the city can administer compliance with the agreement, including any necessary audits of the applicant's books, accounts and financial transactions associated with the development.

2-15-080. -- Payment.

All invoices associated with the project shall be submitted to the city finance department, who will evaluate the invoices and create a calculation form to be delivered to the applicant for review. Funds determined to be due to applicant shall be paid as follows:

- (1) ~~For projects in which the expected reimbursement is anticipated to be in excess of ten thousand dollars (\$10,000.00) and less than one hundred thousand dollars (\$100,000.00), following approval of the GRIP agreement, applicant shall submit invoices paid in full on a monthly or quarterly basis, along with an invoice from applicant. The city shall have thirty (30) days to present a calculation to applicant for review. Following approval of the calculation, by both parties, the city shall have ten (10) business days to pay each submission.~~
- (2) ~~For projects in which the expected reimbursement is anticipated to be less than ten thousand dollars (\$10,000.00) the applicant may either submit on a monthly or quarterly basis as above, or submit all invoices at the completion of the project. The timeline shall be the same as in 2-15-080(1).~~
- (3) ~~For projects in which the expected reimbursement is anticipated to be in excess of one hundred thousand dollars (\$100,000.00), following approval of the GRIP application, the city manager and city attorney shall work with the applicant to come up with payment terms that are agreeable to both parties. Such agreement will still be passed by commission, and shall specify the time period to submit invoices, along with how and when payment is to be made to the applicant by the city.~~

2-15-090. -- Sunset clause.

The gross receipts investment program shall expire October 31, 2025.

DONE this _____ day of _____, 2020.

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: 7/14/2020

Report Date: 7/8/2020

Report No: 3.

Submitted By: April Jones

Subject: Approve the Annual Reports from City Boards, Commissions and Committees for Fiscal Year 2020. *(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 deem 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 these boards.

**AIRPORT
ADVISORY
BOARD**

City of Alamogordo Airport Advisory Board

Annual Report to the City Commission – FY2020

Reporting period: July 1, 2019 through June 30, 2020

The following report is submitted by the Airport Advisory Board for FY2020, in accordance with Ordinance No. 1014 requiring all Boards, Commissions and Committees to submit a written Annual Report to the City Commission.

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. A change to the regular meeting schedule was voted on and approved by the board to change from quarterly regular meetings, to regular meetings held monthly. The change was effective with the November regular meeting. The Airport Advisory Board holds regular meetings on 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 all meetings held. 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.

FY2020 AAB Activities and Events:

Report of activities and events is submitted by Lance Grace, Airport Advisory Board Chairman.

The following is a list of significant events that occurred at the Alamogordo-White Sands Regional Airport (ALM) from July 1, 2019 through June 30, 2020.

- BAE-146, RJ-45 and MD-87 next generation airtanker fire-fighting operations were conducted on multiple occasions resulting in many refueling and slurry reloads.
 - These flight operations continue at ALM during hot weather due to the completion of the runway extension.
 - Operations included additional twin-engine aircraft used as lead planes & sensor platforms.
- Army helicopter traffic for HAMITs training has continued.
 - No noise complaints have been received due to the arrival and departure routing procedures coordinated with the Army.
- Continued use by UPS/FedEx, patient transportation by helicopter and fixed wing aircraft & contracted aircraft for support of military test and training missions for WSMR & HMN.
- The Airport Manager and Chairman of the AAB attended State Aviation Day at the Roundhouse in early February.
 - They met with the director of State Aviation to discuss the plan for 139 Certification
 - He agreed to help us with our efforts.
- The Chairman of the AAB, the City Manager and the Executive Director of the Chamber of Commerce flew to Dallas in late February to meet with the Federal Aviation Administration about 139 Certification to allow Regional Jet service.
 - Resulted in agreeing that operational procedures can be developed to prevent an extremely expensive construction project to move the parallel taxiway further from the runway.
 - Provided a framework for continued improvements to the airport infrastructure.
 - Continued planning with the FAA will begin soon due to the end of COVID-19 delays.
- A revised Chapter 4 to airport procedures has been written, approved and executed.

- The airport manager has continued to develop the 5-year Airport Improvement Plan (AIP).
 - It includes design of a new lighting system to FAA Part 139 standards to be done in FY 21 followed by construction in FY22.
 - Each year another project is projected toward the goal of obtaining Regional Jet Service.
- All hangars are at capacity with privately owned general aviation (GA) aircraft.
- The City's static display F-4 was moved from Holloman AFB to the Airport parking lot.
 - The aircraft has been sanded in preparation of painting.
 - Some of the flight controls have been obtained.
 - When restrictions are lifted, the engine nozzles will be secured from Holloman AFB.
 - After the nozzles and flight controls are installed, the aircraft will be painted. (EPA approval for painting the F-4 has been obtained.)
- An aircraft tracker was installed in the pilot lounge – at no cost to the city - using the newly required ADSB out system.
- The Alamogordo airport is participating in a state-wide airport passport program.
 - The first time a pilot flies into our airport, his/her passport is stamped.
 - Both FBO's and the airport staff have Alamogordo Airport rubber stamps.
- A local company has been awarded a Navy contract to develop a process to use drones to fly over aircraft using an onboard sensor to find cracks and corrosion on aircraft.
 - They have been using the static display F-4 and P2V as test models.
- WSSA conducted significant glider flight operations throughout the COVID-19 shutdown by limiting all flights to solos to maintain social distancing.
 - Dual-crew operations have recently begun (June) with a resulting increase in activity.
 - Mid-week soaring flights have increased using in-flight communications with Holloman Approach Control to maintain traffic separation with F-16s.
- The Holloman Aero Club recently began operations (June) due to COVID-19 restrictions.
 - They typically park and operate two to four aircraft from the terminal ramp.
 - No dual instruction is currently being accomplished, however, that may start within weeks.
- The Air Force Academy Parachute Competition Jump Team made two 10-day trips to the airport in November and December.
 - The event was extremely successful resulting in many hundreds of jumps.
 - The team plans on returning in late Fall/early Winter on a regular basis.

Focus for FY2021

The most important focus for the upcoming year continues to be preparing the airport infrastructure for future Regional Jet service. Although the COVID-19 crisis has delayed our efforts due to the extreme negative effect on commercial air travel, our effort will continue.

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

FY20 AAB Board Member Meeting Attendance:

Member	Regular Meeting 07/11/19	Special Meeting 09/23/19	Regular Meeting 10/15/19	*Regular Meeting 11/07/19	Regular Meeting 12/05/19	Regular Meeting 01/02/20	Regular Meeting 02/06/20	Regular Meeting 03/05/20	*Regular Meeting 04/02/20	*Regular Meeting 05/07/20	*Regular Meeting 06/04/20
Lance Grace, Chair		X	X		X	X	X	X			
Manny Gonzales, Jr, Vice-Chair	X	X	X		X	X	X	X			
Rob Hicks	X	X	X		X	X		X			
Jeff Rabon	X	X	X		X	X	X	X			
Erich Wuersching		X	X		X		X	X			

- * 11/07/19 meeting cancelled due to the no quorum was anticipated
- * 04/02/20 meeting cancelled due to COVID-19 pandemic restrictions in place
- * 05/07/20 meeting cancelled due to COVID-19 pandemic restrictions in place
- * 06/04/20 meeting cancelled due to COVID-19 pandemic restrictions in place

AIRPORT ZONING BOARD

City of Alamogordo Airport Zoning Board Annual Report to the City Commission – FY2020

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 fiscal year 2020 for the report dates of July 1, 2019 through June 30, 2020.

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. All member positions are filled.

Meetings are held on an as needed basis.

FY2020 AZB activities:

There were no meetings scheduled or held for the Airport Zoning Board in the fiscal year 2020.

ALAMOGORDO

PROMOTION

BOARD

City of Alamogordo Promotion Board

Annual Report for FY20



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 FY20

Summary

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 tourism related industry representatives, and one at-large member): Bob Flotte, owner of KHII & KEDU Radio; Chris Orwoll, Director of the New Mexico Museum of Space History; Marianne Schweers, owner of the Heart of the Desert Pistachios & Wine; Nate Mandalia, Manager of the Magnuson by Desert Aire Hotel; and Jessica Blackwell, Manager of the Hampton Inn, make up the current Board. Promotional advertising for FY20 included print advertising in tourism magazines, Texas Monthly, New Mexico Magazine, visitor guides; digital advertising on tourism websites, Pandora and YouTube; LCD display ads in the El Paso Airport; brochures for Alamogordo; new interest specific itineraries; Newsletters and media blasts to our growing email list; social media advertising; creation of new photo and video assets; New Mexico True Story Video and regular updates to the tourism website.

Highlights for FY 20

- With the approval of the Alamogordo Promotion Board the City renewed it's contract with Sunny 505 out of ABQ/Santa Fe to help create a marketing plan for tourism promotion in Alamogordo, create newsletters, grow our email list, partner on the NM Tourism Department's Co-op Marketing Grant, design NM True approved advertising, place print, digital and all other ads for the City. They also track the reach, engagement and effectiveness of the advertising in our efforts to increase visitation to Alamogordo and increase the City's Lodger's Tax revenue.
- The City of Alamogordo was awarded the 2nd highest Co-op Marketing Grant from the NM Tourism Dept. (NMTD) with matched advertising valued at \$38,726.
- Part of our NMTD grant award was the opportunity to film a NM True Story, the filming took place in September in partnership with the Tularosa Basin Museum of History, the White Sands Soaring club, Oliver Lee Memorial State park, New Mexico Museum of Space History, Desert Lakes Golf Course, Heart of the Desert and the Three Rivers Petroglyph Site. Here is a link to the final 1-minute video, we also had 15 sec. and 10 sec. videos created from this footage to use in digital advertising. <https://youtu.be/3YRao2KLyKk>
- **New 1 to 3-day Adventure (Itineraries)** were also completed and went to print. There are 4 different Itineraries, Family Fun, Outdoor Adventure, Space Exploration and History & Culture. All 4 are available in both English and Spanish and can be downloaded from the City's tourism website, www.alamogordonmture.com, or a hard copy can be picked up at the Visitor's Center.
- The Promotions Board approved the advertising and promotion of the White Sands Balloon and Music Festival to help increase attendance and extended stays in our community in our local hotels. The advertising was very successful and had a great reach for all of our drive markets.
- A new group was created, the **Alamogordo Tourism Industry Partners**, to help bring together all the local attractions, hotels/motels, restaurants, City, Chamber and Parks/Forest to help to grow visitation and improve visitor experiences in our community. This was also a place where the Alamogordo Promotion Board was able to inform our local Tourism Industry partners how we are utilizing the 40% of the Lodger's Tax geared towards

advertising. A Facebook group was also created. The group met twice before COVID-19 prevented additional meetings, but the group has still been active via email and the Facebook group.

- The April Meeting was scheduled to have the new State Outdoor Recreation Division Director, Axie Navas, as a speaker. She will be rescheduled as soon as we are able to.
- The first half of the FY the City's Lodger's Tax receipts were excellent and exceeding the expected revenue month over month, Ex. August 2018 \$18K in revenue vs. August 2019 \$24.6K in revenue, and September 2018 \$16.6k vs. 2019 \$23k, even March's numbers (February visitation) were excellent 2019 \$15K vs. \$22K. With the closure of the State due to Covid-19 and the limitation of occupancy at hotels/motels lodger's tax plummeted. We also started to see delayed payments of lodger's tax to the City which also makes tracking the revenue year over year by month difficult.
- We hosted 3 different Travel Writer Groups in the month of October. Two were in the area because El Paso hosted the annual convention for the Society of American Travel Writers, and one group was here because of Las Cruces' Country Music Festival. The City of Alamogordo works in close partnership with both the El Paso and Las Cruces Tourism Bureaus.
- **Destination Development Roadmap (DDR with NMTD)** – We participated in the DDR as representatives of southeast NM and specifically Alamogordo. We wanted to ensure that our voice was heard as a representative of rural NM. The goal of this project is to assess the tourism assets in New Mexico and develop a set of strategic priorities and initiatives to grow the New Mexico tourism economy. You can learn more at the following link: <https://www.newmexico.org/industry/resources/destination-development-roadmap-ddr/>
- **Branding for White Sands National Park** – The City is working in partnership with the Alamogordo Chamber of Commerce, with guidance from the Director of the Las Cruces Green Chamber of Commerce, on an effort to "Brand" White Sands and to ensure that Alamogordo is recognized as the "Gateway Community" to, and the "Home Of", our Nation's Newest National Park, White Sands National Park. A logo has been created and business kits will be developed. Businesses who want to partner will be able to obtain these kits at no charge.
- **Outdoor Economic Conference** – We again participated in this event; it was the 2nd annual conference. With the creation of the Outdoor Recreation Division under the State Economic Development Department we want to make sure that Alamogordo is on their radar as a top Outdoor Recreation Destination and find ways to improve and grow our offerings.
- **Trends Conference on Tourism** – Annual Event in Santa Fe Organized by the NM Hospitality Association in partnership with the Tourism Department. Excellent annual event with important speakers and State/local insight into current tourism trends and how to take advantage of them.
- **Southeast Regional Tourism Board** – Michelle Brideaux is a Board Member who was appointed by the State Tourism Secretary. The group meets Quarterly in different Cities. The Winter Quarterly is always held following the Trends Conference in Santa Fe and the Spring Meeting is held following the Governor's Conference on Hospitality and Tourism. Being a part of this board is incredibly important to our community to ensure that our voice is heard and that we receive as much attention and support as possible from the Tourism Dept. It is also a great resource and allows all the communities in the Southeast region to work together to help drive tourism to our part of the State. Having a seat on this board also gives Alamogordo an inside track to what is happening at the State Level.
- **White Sands National Park** – White Sands became a National Park the end of December 2019. This was very exciting for our community and we had just started to see the impact that was having on visitation (↑) when COVID halted everything. We do expect to see things pick-up as soon as the Park is able to open. The board also works very closely with WSNP, Maire Sauter, the Superintendent of the Park met with our board this past year. She is working to connect more with the community and wants Alamogordo to take advantage of our "Gateway" status as much as possible. She updates and communicates with our board on a regular basis.
- **Tourism Kiosks** – This is something we are looking into. Fund 16 does have a positive fund balance due to revenues that have exceeded expenditures in past years. The board was looking into special projects to utilize a small portion of those funds and one of the ideas that stuck out were Tourism Kiosks. These would be standalone tablets that had a special tourism program built into them, they would be located at some of our local attractions, visitor center and possibly in some of our hotel lobbies. They would help to drive traffic from one attraction to another and help to keep visitors in our community longer, exploring all the things we have

to offer. We had just started the processes of looking into the companies that provide these services when COVID hit. The City of Gallup was already working on a project similar to this and shared a lot of the research they had already done.

- **Michelle represented the City of Alamogordo at the ABQ Balloon Fiesta**, handing out Tourism goodies and promoting visitation to Alamogordo and the White Sands Balloon Invitational.
- **Google DMO Program** – The City of Alamogordo was accepted into a program funded by the State Tourism Dept. along with a company called Miles Partnership. It is a 4+ week program that will help our City help our local businesses/attractions to improve their presence on Google which is incredibly important to economic development, increase visitation, improving the perception of our community and improving quality of life. You can learn more at this link <https://www.newmexico.org/industry/work-together/grants/co-op-marketing/google-dmo/>

COVID19 on the Budget

COVID-19 impacted the end of FY20 significantly. The estimated revenue for FY20 was \$247,687, on May 13, 2020 the estimated revenue was revised to \$207,356. As of this report the actual revenue was \$217,287, \$30,000 dollars under the original estimate, but \$10,000 over the revised estimate. The great revenue months earlier in the year helped greatly to offset the poor revenue during the months where hotels/motels had their capacity limited. Thankfully, knowing that the revenue was going to dip we were able to pull back on expenditures. The final report for Fund 16 will show that we were cash positive and we will not have to tap into fund balance.

Wrap-up

Many very exciting things are happening here in Alamogordo, and tourism is something that is continuing to grow and thrive. As we continue to partner with local hospitality and tourism business/organizations we will see an increase in visitors as well as an increase to the Lodger's Tax and GRT. As we work to improve visitor experiences and offerings, this will in turn improve quality of life for our citizens and help to support local businesses. Tourism is an important part of our community and the more we can do to help our businesses and citizens to see Alamogordo as a tourist destination, the more it will grow and improve. We will work to adjust in these difficult and strange times, but the outlook is good.

Meetings Held & Attendance

July 10, 2020 – Committee Met
 August 21, 2020 - Committee Met
 September 18, 2020 - Committee Met
 October 16, 2020 - Committee Met
 November 20, 2020 - Committee Met
 December 18, 2020 - Committee Met

January 15, 2020 - Committee Met
 February 19, 2020 - Committee Met
 March 18, 2020 - Meeting Canceled – COVID-19
 April 15, 2020 - Meeting Canceled – COVID-19
 May 20, 2020 - Meeting Canceled – COVID-19
 June 17, 2020 - Meeting Canceled – COVID-19

Attendance for Promotions Board FY20

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

Month	Present	Absent
July	Bob Flotte, Marianne Schweers, Nate Mandalia	Chris Orwoll, 1 Vacancy
August	Bob Flotte, Marianne Schweers, Nate Mandalia, Chris Orwoll	1 Vacancy
September	Bob Flotte, Marianne Schweers, Nate Mandalia, Chris Orwoll	1 Vacancy
October	Marianne Schweers, Nate Mandalia, Chris Orwoll	Bob Flotte, 1 Vacancy
November	Bob Flotte, Marianne Schweers, Nate Mandalia	Chris Orwoll, 1 Vacancy
December	Bob Flotte, Nate Mandalia, Jessica Blackwell	Chris Orwoll, Marianne Schweers
January	Bob Flotte, Chris Orwoll, Marianne Schweers, Jessica Blackwell	Nate Mandalia
February	Bob Flotte, Chris Orwoll, Marianne Schweers, Jessica Blackwell, Nate Mandalia	
March	Meeting Canceled – COVID-19	
April	Meeting Canceled – COVID-19	
May	Meeting Canceled – COVID-19	
June	Meeting Canceled – COVID-19	

FY20 Total Meeting Attendance (out of 8 meetings)

Member	Present	Absent
Bob Flotte	7	1
Chris Orwoll	5	3
Marianne Schweers	7	1
Nate Mandalia	7	1
Jessica Blackwell	3	0 (Joined Board in Dec. '19)

8 total meeting for FY 2020, 4 meetings were canceled due to COVID-19 meeting restrictions

ALAMOGORDO

PUBLIC

LIBRARY

BOARD

**Annual Report of the
Alamogordo Public Library Advisory Board
for the Year Ending June 30, 2020**

Purpose of the Board

The Advisory Board is provided for in Article 16-02 of the Alamogordo City Code. The Board is to advise both the City of Alamogordo and the County of Otero. "The library board shall advise and assist the city commission and the county board of commissioners to insure the efficient and economical management and operation of the Alamogordo Public Library."¹ The Board has these purposes:

- To keep itself informed of library needs and to serve as a forum for discussion.
- To recommend to the city manager and/or city commission and the county commission policies for overall development including plans for additional library facilities and programs.
- To encourage the greatest use of library facilities and programs.²

Members of the Board

There are seven members of the Board. Five are residents of the City of Alamogordo appointed by the Mayor. Two are residents of Otero County outside the city limits appointed by the Otero County Commissioners.³ Members are appointed to serve two-year terms.⁴ The members serve without compensation.⁵

The current membership of the Board is as follows:

- William G. Dennis, II, Alamogordo, retired from the U.S. Air Force, serving fifth term, current term expires September 3rd, 2021.
- Dave Dooling, High Rolls, education director at the New Mexico Space Museum, serving first term, current term expires April 19th, 2021.
- Michael Eshleman, Alamogordo, Otero County Attorney, serving first term, current term expires January 29th, 2021.
- Audrey Hukari, Alamogordo, chief financial officer at the Twelfth Judicial District Court, serving first term, current term expires January 29th, 2021.
- Ryan Sanders, Alamogordo, kindergarten teacher in the Alamogordo Public Schools, serving first term, current term expires February 12th, 2021.
- Cindy Stong, Tularosa, retired engineer at Boeing, serving first term, current term expires April 19th, 2021.
- Richard Warren, Alamogordo, retired owner of a bookstore and cell phone store, serving first term, current term expires February 11th, 2022.
- Sharon Rowe, Alamogordo, Alamogordo City Librarian (ex officio).⁶

¹ Code § 16-02-010.

² Code § 16-02-020.

³ Code § 16-02-030.

⁴ Code § 16-02-050.

⁵ Code § 16-02-060.

⁶ See Code 16-02-090(C).

Rocque Rosales was a member of the Board until December 2019. However, he did not attend any meetings during the fiscal year. His seat was filled in February 2020 by the appointment of Mr. Warren.

The current officers of the Board were elected in July 2019. They are Michael Eshleman, chairman; William Dennis, vice-chairman; and Ryan Sanders, secretary.

Board Meeting Schedule

The Board met nine times in the fiscal year. Meetings are held monthly at 5 p.m. on the second Wednesday of the month in the Multi-Purpose Room of the Alamogordo Public Library, 920 Oregon Avenue. The meetings in 2019 were on July 10th, August 14th, September 11th, October 9th, November 13th, December 11th and in 2020 on January 8th, February 5th, and March 11th. The Public Library closed on March 16th because of the coronavirus and no board meetings were held during April, May, or June. Before cancelling the meetings, Mr. Eshleman consulted Petria Bengoechea, city attorney, to make sure there were no legal issues in doing so.

Summary of Meetings

July 2019. The Board reorganized by electing officers. Mr. Dennis, who had been chairman during 2018–19, was ineligible to serve another term as chairman. Mr. Eshleman was elected chairman, Mr. Dennis was elected vice-chairman, and Mr. Sanders was elected secretary. Mrs. Rowe laid before the Board the annual report for the Board that had been submitted to the City. Mr. Rosales, Mrs. Stong, and Mrs. Hukari were absent.

August 2019. The Board began discussing revision of the library's strategic plan, required by the New Mexico State Library, and due in May 2020. Mrs. Rowe discussed the City Commission's approval of write-offs of late fees and charges for lost and damaged materials. The Board heard of the efforts of Willie Madrid, the state representative for southern Otero County, to study a public library for the Chaparral community. Mr. Rosales and Mrs. Hukari were absent.

September 2019. The Board again discussed the revision of the library's strategic plan. Mrs. Rowe stated she had taken three webinars regarding the strategic plan. The Board discussed efforts to promote the 2020 Census and heard that Otero County had received a grant from the New Mexico Department of Finance and Administration to promote the Census. Mrs. Rowe's manager's report noted that she had attended the funeral on August 24th of Maude Rathgeber, a long-time member of the library board and the promoter of the Story Book Wall in the library. Mr. Rosales was absent.

October 2019. The Board again discussed the revision of the library's strategic plan. The Board heard of the formation by the City of Alamogordo and Otero County of the Census Complete Count Committee. Mrs. Rowe's manager's report noted that on September 4th she attended a training on the Census. Mr. Rosales and Mr. Dooling were absent.

November 2019. The Board heard an update on the reconstruction project for the library restrooms, which was to start December 2nd. The Board again discussed the revision of the library's strategic plan. The Board heard that questionnaires for library patrons and community members would be distributed starting on December 7th. Mrs. Rowe informed the Board that the library had received a grant for Census promotion. Mrs. Rowe's manager's report noted that the City Commission had accepted a \$106,793 award for library materials and computers. Mr. Rosales, Mr. Dennis, and Mrs. Stong were absent.

December 2019. The Board heard an update on the reconstruction project for the library restrooms, which began that month. The Board again discussed the revision of the library's strategic plan. The Board discussed the schedule for meetings in 2020. The Board also discussed the open seat on the Board caused by the expiration of Rocque Rosales's term. Mr. Rosales and Mr. Sanders were absent.

January 2020. The Board heard an update on the reconstruction project for the library restrooms. The Board again discussed the revision of the library's strategic plan and heard that responses to the survey of patrons and community members had begun coming in. The Board heard of bills and memorials pending in the New Mexico Legislature concerning public libraries.

February 2020. Mrs. Rowe introduced new library employees to the Board. Ami Jones, the youth services librarian, gave a presentation to the Board on how she educates young people on science, technology, engineering, and mathematics. The Board discussed a proposal by Mr. Dennis to honor June Harwell, former director of the library, and Maude Rathegaber, former library Board member, and decided to table further consideration of the matter until the March meeting. Mr. Dennis informed the members that an application had been submitted for the vacant seat on the Board. The Board heard an update on action in the New Mexico Legislature concerning public libraries. Mr. Dooling was absent.

March 2020. The Board welcomed Richard Warren, who was appointed to the Board in February. Mr. Warren gave a brief biography and the members introduced themselves. The Board discussed at length the responses to the survey of patrons and community members. Mrs. Rowe had presented a preliminary report of statistics along with the specific comments submitted. From this information, the Board created a list of goals for the new strategic plan. Because Mr. Dennis was absent, the Board tabled to the next meeting action on his proposal to honor June Harwell and Maude Rathegaber. Mr. Dennis was absent.

Respectfully submitted,
Michael Eshleman,
Chairman of the Advisory Board
June 29th, 2020

CEMETERY

BOARD

City of Alamogordo Cemetery Board **Annual Report to the City Commission - CY 2020**

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 2020.

The Cemetery Board consists of 3 members.

Members: Chris Hillard, Victoria Eastman, (Vacant)

June 11, 2020:

No meeting due to COVID-19

ALAMOGORDO CEMETERY BOARD **ATTENDANCE REPORT CY2020**

The Cemetery Board consists of 3 members.

June 11, 2020: No Meeting Held

Members Present:

Members Absent:

Victoria Eastman, Chair

Chris Hillard, Member

(Vacant)

HOUSING

AUTHORITY

ADVISORY

BOARD

City of Alamogordo Housing Authority Board
Annual Report to the City Commission- FY2019
Reporting Period: January 1, 2020 through June 30, 2020

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:

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 FY2020.

**MAYOR'S
COMMITTEE
ON
AGING**

July, 2019 - June, 2020 Mayor's Committee on Aging Annual Report

July 2019

5 members, 2 vacancies

MCoA members held a work session to plan the Senior Center 25-year anniversary celebration. They accomplished the following items at this meeting:

- ✓ Ms. Telles continues to work on the fourth and fifth grade essay contest in addition to locating the original contest winners.
- ✓ Ms. Heath contacted the Chamber of Commerce for a list of business that provide hot air balloons.
- ✓ For invitational purposes, Ms. Telles took a picture of the 1995 City government official listing.
- ✓ The Committee decided to invite Mahlman and Miles, the construction company that built the Senior Center. They will also invite all four line dancing groups to perform at the celebration.

August 2019

5 members, 2 vacancies

MCoA members continued to plan for the 25-year celebration. Ms. Telles suggested purchasing corsages and boutonnieres for guests of honor. She inquired whether the Senior Center has a particular color scheme. Ms. Morales responded that the Senior Center's color is green, and she suggested contacting Alamogordo Flower Company for price quotes.

Ms. Telles volunteered to work on music arrangements for the celebration.

September 2019

5 members, 2 vacancies

The September MCoA meeting was cancelled due to the Senior Center's annual health fair.

October 2019

6 members, 1 vacancy

Mr. Kuchinsky expressed that he is willing to help any veteran in need of assistance. He advised members who are aware of someone in need to get with Ms. Courtier, as she has his contact information on file.

New member Chuck Keller introduced himself to the Committee and staff. He stated three of his areas of interest. First, he desires to ensure that seniors have access to necessary City, County, and State services. Next, he emphasized the importance on Medicare 101 presentations. Thirdly, he stressed the importance of fraud protection information that is geared towards seniors.

Special guest Merry Koval, former Senior Center Manager, stated that she was pleased to have been invited to the Senior Center's 25-year anniversary celebration. She offered to answer any questions that may arise during the planning process.

November 2019

6 members, 1 vacancy

Ms. Courtier reported that the Senior Center has requested \$12,000 for the Meals on Wheels program and \$3,000 for the transportation program from THRIVE of Southern New Mexico. These are the same amounts that were requested for each program last year. This year, there was a \$22,000 reduction in State funding for the Meals on Wheels program, and there was a \$3,000 reduction in State funding for the Transportation program. Ms. Telles made a motion to approve the Senior Center's THRIVE funding application, and the motion was seconded by Ms. Heath. All were in favor.

Ms. Heath reported that she has established contact with the man in charge of the hot air balloons. This was in preparation of the Senior Center twenty-five year anniversary celebration.

December 2019

6 members, 1 vacancy

Mr. Keller said he conducted research on senior fraud and learned that there was a \$650 million loss to seniors aged 60 and over during the past year. AARP has a fraud protection program that is available to various organizations, and with the Committee's blessing, Mr. Keller would like to research the program further. Perhaps a local fraud alert center could be set up. Ms. Morales said that staff would be able to assist Mr. Keller with flyers, etc.

Ms. Heath reported that she has established a point of contact for the hot air balloon company. Mr. Bradley will gladly handle all hot-air balloon arrangements for our 25-year anniversary celebration.

Mr. Keller made a motion to continue holding MCoA meetings on the third Thursday of each month at 1:15 p.m., and Ms. Heath seconded the motion. All were in favor.

Chuck Keller was unanimously nominated and elected to serve as MCoA Chairperson. Barbara Telles was unanimously nominated and elected to serve as Vice-Chairperson.

Mr. Keller asked if future MCoA meetings can be held in a larger room. Ms. Morales responded that meetings may be held in the more spacious Classrooms from this point forward.

January 2020

6 members, 1 vacancy

There was no meeting due to the lack of a quorum.

February 2020

7 members, no vacancies

Mr. Keller reported that occurrences of fraud are quickly multiplying, and the tactics used by perpetrators are growing more and more sophisticated. AARP has a national fraud hotline where individuals may report possible fraud situations, and representatives have access to every scam that is happening in the country. Mr. Keller said that he would like to disseminate the AARP fraud hotline phone number to as many seniors as possible. Ms. Morales said that staff will add the information to the Sentinel newsletter and the television announcements.

Mr. Keller circulated an "Info. For Life" refrigerator magnet to Committee members to look at. The magnet has a fold-out card that a senior can fill out with all of their vital information such as emergency contacts, prescription medications, etc. The magnets are available for \$1.00 each and could be distributed by the Senior Center, the Fire and Police departments and the City, who are all on board with the idea. Mr. Keller added that he would like to take this on as a project for the year.

In an effort to draw more seniors to the Senior Center, Mr. Keller is in talks with the Alamogordo Daily News regarding a possible "Senior Focus" column. The monthly article would feature senior-related information. Mr. Keller is waiting to see if the column will be approved.

Mr. Keller said that the purpose of the MCoA is to assume an advocacy role on behalf of seniors by identifying their needs and then finding resources to meet those needs. He challenged Committee members to think of projects to enrich seniors' lives.

Ms. Telles reported that members are in the process of contacting individuals to invite them to the Center's 25-year anniversary celebration. She made a motion to hold a work session during the regularly scheduled March 19th MCoA meeting, and Ms. Heath seconded the motion. All were in favor. Mr. Keller said that we can abbreviate the regular meeting in order to make time to work on the celebration. Ms. Kent said that she is willing to help type invitation letters.

Ms. Telles said that her son's friend has a hot-air balloon here in New Mexico. She will contact her son to see if the Senior Center can use the balloon.

March 2020

7 members, no vacancies

The March, 2020 meeting was cancelled due to the COVID-19 closure.

April 2020

7 members, no vacancies

The April, 2020 meeting was cancelled due to the COVID-19 closure.

May 2020

7 members, no vacancies

The May, 2020 meeting was cancelled due to the COVID-19 closure.

June 2020

7 members, no vacancies

The June, 2020 meeting was cancelled due to the COVID-19 closure.

Annual report prepared by Britney Courtier, Administrative Assistant

FY 19/20 Mayor's Committee on Aging Attendance

Member	July 2019	August 2019	Sept. 2019	Oct. 2019	Nov. 2019	Dec. 2019	Jan. 2020	Feb. 2020	March 2020	April 2020	May 2020	June 2020
Dakin, Shirley	-----	✓	*	✓	A	✓	*	✓	C-19	C-19	C-19	C-19
Heath, Rosanna	✓	✓	*	A	✓	✓	*	✓	C-19	C-19	C-19	C-19
Keller, Chuck	-----	-----	*	✓	✓	✓	*	✓	C-19	C-19	C-19	C-19
Kent, Sue	-----	-----	----	-----	-----	-----	*	✓	C-19	C-19	C-19	C-19
Kuchinsky, Allan	A	✓	*	✓	✓	✓	*	✓	C-19	C-19	C-19	C-19
Rodriguez, Jose	A	A	*	✓	✓	✓	*	✓	C-19	C-19	C-19	C-19
Telles, Barbara Jo	✓	✓	*	A	✓	A	*	✓	C-19	C-19	C-19	C-19

The July, 2019 meeting was a work session to plan the Senior Center twenty-five year anniversary celebration.

* Indicates that there was no meeting due to cancellation or the lack of a quorum.

C-19: Meeting cancelled due to COVID-19

A-Absent

PARKS

AND

RECREATION

BOARD

City of Alamogordo Parks and Recreation Board **Annual Report to the City Commission - CY 2020**

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 2020.

The Parks and Recreation Board consists of 7 members.

July 10, 2019:

The minutes from the May 9, 2019 meeting were approved. No old business to discuss.

The recreation center discussed tennis and volleyball camps being filled up, as well as swim lessons being filled too. At full staff and averaging 300 patrons per day. That includes all areas of the rec center.

The parks overview was about the busy summer season. Busy all weekends assisting with multiple events and tournaments. The parks were also busy with multiple projects that were completed and in the process of beginning new projects. Some of those projects were new pavilions being put up at different parks, finishing up the Indian Wells medians, and the bridge on Abbott Ave.

The Keep Alamogordo Beautiful/Special Events discussed the new events coming in the summer such as the 4th of July Parade and Fourth Fridays at the Zoo. Planning to purchase more tools and equipment to assist with KAB.

The unscheduled communication was mainly about the swimming pool. There were concerns that it was at max capacity often. Some solutions that were thrown out there would be to hire more lifeguards if the budget allowed. The other part of the swimming pool that was a concern was where the Alamogordo High School Swim Team would practice at during the winter months. The indoor pool on base was closing and the closest available indoor pool was at White Sands Missile Range which is 45 minutes away. One solution for having available swimming year-round was to purchase a solar pool cover. NMSU has one that allows them to utilize the pool year-round. It would be a temporary solution until an indoor pool is built in Alamogordo.

October 9, 2019:

The minutes from the July 10, 2019 meeting were approved. No old business to discuss.

The recreation center discussed the after-school programs for kids. There is limited registration as the rec center isn't fully staffed. Basketball sign-up has begun and will be split into two different groups that will play in November and

January. Updates to the facility were almost complete. Door had been replaced and a new play area out front will be installed. One new event the rec center will be hosting is Parents Night Out which would allow the parents to go out for a couple hours while they drop their kids off.

The parks overview was about finishing up the Indian Well median project and the repairs done to all parks. In all, the parks department used 16 tons of fertilizer, and repaired the Balloon Park with 800 tons of topsoil.

The Keep Alamogordo Beautiful/Special Events discussed how the volunteers picked up 88,000 tons of trash which equates to about \$150,000 in man hours. Also mentioned were the upcoming events being held in Alamogordo like Brew at the Zoo, Zoo Boo, and the Christmas Tree Lighting.

The unscheduled communication was about having High School students participate in a referee guard programs for the different sports here in Alamogordo. The Alamogordo Public Schools Director, Dr. Johnnie Walker, would like for a program to be built to help high school students with these programs instead of them having to work at fast food restaurants after high school. It would be more beneficial to them than fast food.

The issue involving the AHS swim team has been resolved as the indoor pool on base has been fixed.

January 8, 2020:

The minutes from the October 9, 2019 meeting were approved. No old business to discuss.

The recreation center discussed after-school programs, adult programs, basketball, and the closing of the weight room. All the after-school programs have been filled but could add more if fully staffed. Adult programs being offered were art classes and fitness classes being taught by professionals. The basketball season for the kids has wrapped up. Up next is a possible adult basketball program. The weight room is being closed due to lack of use and isn't safe to operate without a full staff always present.

The parks overview was about updates to parks throughout the City. The biggest completion done in November was the Indian Wells median landscaping. In December, the playground was completed at Washington Park in time for the Christmas Event. The parks crew also helped assist many events being held as well, such as Lady of the Mountain Run, Toys for Tots Tournament, and the Christmas Lighting event at Washington Park.

The unscheduled communication was about having another swimming pool in Alamogordo besides the one at the recreation center. Board member, Ms. Moon, brought up having another swimming pool in Alamogordo. She had a discussion

with the Chief of Nursing at Gerald Champion Regional Memorial Center about another pool. He stated that Gerald Champion would have no problem with donating land and money to help bring another pool to Alamogordo. They would just like for someone else to run it. Ms. Moon then went to Dr. Walker about her discussion she had with the Chief of Nursing and he is on board with this proposal. Ms. Moon also spoke with the Chancellor of NMSU and they would be interested in getting funding for us also. Regina Michaud, Aquatics Director at the Recreation Center, said that they would be able to run two pools, but not build another as there isn't enough money in the Recreation Center budget to do that.

April 8, 2020:

There was no meeting held due to COVID-19.

ALAMOGORDO PARKS AND RECREATION BOARD
ATTENDANCE REPORT CY2020

The Parks and Recreation Board consists of 7 members.

July 10, 2019:

Members Present- Stephen Ensminger, Johnnie Walker, Lori Adam, Dale Lindley, Thomas Knox, Colleen Moon, Moyra Robuck

Members Absent- None

October 9, 2019:

Members Present- Moyra Robuck, Thomas Knox, Lori Adam, Dale Lindley, Johnny Walker

Members Absent- Colleen Moon, Stephen Ensminger

January 8, 2020:

Members Present-Stephen Ensminger, Lori Adam, Colleen Moon, Thomas Knox

Members Absent- Moyra Robuck, Dale Lindley, Johnny Walker

April 8, 2020:

No meeting

**PLANNING
AND
ZONING
COMMISSION**

Planning and Zoning Commission
Report
July 2019- June 2020

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:

Planning & Zoning Actions

Month	Subdivision	Variance	Zoning	Annexation	Land Transfer	R.O.W./Street Vacation	Agreement
Jul	No Quorum						
Aug							
Sep							
Oct							
Nov							
Dec							
Jan							
Feb	Meeting Canceled Per Chair						
Mar		1				1	
Apr	No Meeting/Covid						
May	No Meeting/Covid						
Jun	No Meeting/Covid						
Total							

**Planning and Zoning Commission Attendance
July 2019-June 2020**

Name	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Eddie Kemp II			X		X	X	X		X			
Andrew Gomolak		X		X	X		X		X			
Beth Crabbe			X	X	X	X	X		X			
Gerald Dodd									X			
Pamela Lee		X	X	X	X	X						
Pamela Murray												
Raymond Naejeres		X	X	X		X						

**SENIOR
VOLUNTEER
PROGRAMS
ADVISORY
BOARD**

Senior Volunteer Programs Advisory Council 2020 Report

The Senior Volunteer Programs (RSVP/FGP/SCP) Advisory Council promotes the engagement of older persons as community resources in planning for community improvement, and in the delivery of volunteer services in our County. The Council provides persons 55 and older an opportunity to improve their community's critical needs through volunteer service. The Council consists of a maximum eleven members, including eight at-large members, one Foster Grandparent Representative, and one Senior Companion Representative and one RSVP Representative. Current Senior Advisory Council Members are: Xochitl Valenzuela, Michael Groves, Samuel Davis, Dr. Kaye Ekman, Paul Farrant, Stephen Butler, Susan Hopkins, Maria de Mireles, and Cynthia Stevenson.

The council has several focus areas, including our fundraising efforts, which include several raffle projects held throughout the year and our annual Spaghetti Dinner with silent auction fundraiser held each October. The council is instrumental in helping with preparations for our Volunteer Appreciation Banquet in the first Friday in May. The council provides a vital link to the senior community and will make suggestions and offer ideas on how the Senior Volunteer Programs can better meet the needs of both our volunteers and our worksites.

July 2019

10 Members, 1 Vacancy

Council members discussed the upcoming RSVP socials for July, 2019 and January, 2020. Also discussed was the upcoming NM State Conference on Aging. The council discussed the number of volunteers that would be attending and the staff attending. The Advisory Council also discussed modifying the attendance policy and set the number of consecutive meetings that a member could miss before being voted off the council.

The Advisory also started discussions about the program's Annual Spaghetti Dinner fundraiser. The council discussed entertainment, pricing, and how many volunteers that we would possibly be needing.

August 2019

10 Members, 1 Vacancy

The Senior Advisory Council discussed the recent trip to the NM State Conference on Aging and what the volunteers and staff that attended learned. The Council also discussed the results of the Hot Dog and Root Beer Float Social. The council was informed that the social was a success, we had a total of 74 volunteers attend which was approximately 25% of our volunteer population. The council was also informed on the acquisition of three new worksites for the RSVP program.

The upcoming Spaghetti Dinner fundraiser was discussed. Concentration was on the increased cost of the tickets for the addition of SELMO for entertainment and about how to best sell the desserts.

The Council discussed the wording for Section 8 of the Senior Advisory Council By-laws attendance section.

September 2019

10 Members, 1 Vacancy

The Senior Advisory Council, in accordance with the new attendance policy, voted Billy Powers and Nina Walker-Saenz off the Advisory Council. Billy Power had missed 5 consecutive meetings and Nina Walker-Saenz had missed 7 meetings. The council notified the City Clerk's office that the positions were now vacant.

The Council discussed and voted to hold a special meeting prior to the Spaghetti Dinner to finalize where SAC members would be working and to answer any questions about the dinner that might come up. The Council also discussed several problems that we would be facing. These problems were the AFJROTC was having their Spaghetti Dinner fund raiser the same night, as well as the City of Alamogordo having its Employee Appreciation function at the Zoo at the same time. The Council decided that there wouldn't be a silent auction at this year's dinner and would go with just the dessert sale. The Council also entertained a suggestion by a guest speaker, June Gibeau. She suggested having a small live auction and brought in several items that had been donated to her. She stated that the live auctions tended to be more active and could be a lot of fun. The Council decided not to go with any auctions for the 2019 fundraiser dinner.

October 2019

8 Members, 3 Vacancies

The Council was informed how much the annual fundraiser dinner brought in. There were 92 tickets that were collected and more that were sold at the door for the event. Cinde Stevenson brought up that several seniors stated that if there had been transportation, there would have been more people that would have purchased tickets for the dinner. Overall, the annual fundraiser dinner was a great success.

The council was informed about the SVP's application for an ORI number to help facilitate the background investigation and fingerprinting of volunteers for FGP/SCP.

Officer Nominations were taken and were as follows:

President: Sue Hopkins: nominated by Cinde S., second by Stephen

Vice President: Stephen Butler (self-nominated), second by Mike G.

Kay Ekman self-nominated for Vice President.

Secretary: Kaye Ekman: nominated by Cinde S., second by Stephen Butler. Mike Groves was asked by Julie Baker to run for Secretary if Kaye Ekman gets elected as Vice President of the SAC.

November 2019

9 Members, 2 Vacancies

Council members discussed how the SVP programs were going. The Council was also informed about the upcoming craft fair that the Alamogordo Senior Center would be holding on December 5, 2019. The Council was also informed about the Thanksgiving Dinner on Nov. 22, 2019. The ASC let the Council know that they currently had 16 military volunteers lined up and was working to get more. New Council member Sam Davis, stated that he knew the point of contact for the ASC at Holloman AFB and would reach out to him and a couple of other groups on Holloman AFB to try and get more volunteers. The ASC also stated that we would try to get the same groups to provide volunteers for the Christmas Dinner on December 20, 2020.

Officer Voting outcome:

Voting for officers went as follows. Ballots were passed out, but were not needed.

President: Sue Hopkins: voted in by unanimous voice vote.

Vice President: Stephen Butler: No votes received.

Kay Ekman: voted in by unanimous voice vote.

Secretary: Mike Groves: Voted in by unanimous voice vote

The Advisory Council decided not to have a December meeting as it fell in close proximity to the holidays.

December 2019

9 Members, 2 Vacancies

No Meeting Held.

January 2020

9 Members, 2 Vacancies

New officers were seated by the Advisory Council. The Council started preparations for the Hot Chocolate and Cookie Social and the National Service Recognition Day. SVP Administrator Julie Baker informed the Council that the State Aging and Long Term services Dept. would be coming for a visit in the latter part of January. SAC members were asked to help with the serving for the Hot Chocolate and Cookie Social. SAC members were informed about the solicitation of door prizes for the Volunteer Recognition Banquet. Council was informed that all

the decorations for the banquet had been received and that we would need the Council's assistance in assembling the decorations and in helping with the service at the banquet.

February 2020

9 Members, 2 Vacancies

Council was informed that the FGP/SCP programs would have a stipend increase effective on April 1, 2020. Council was informed that the Volunteer Recognition Banquet would be Friday, May 1, 2020. The Council decided to open the doors for the banquet early as this area is expecting hotter than normal temperatures. Council was thanked for all their help in the Hot Chocolate and Cookie Social and that we had 52 volunteers that came in and updated their information. Informed the Council that Kim Ulibari, Director of NM Aging and Long Term Services visited on January 30, 2020. Ms. Ulibari visited a Foster Grandparent at Mountain View Middle School. They were very impressed that we had volunteers in the Middle School grades. Ms. Ulibari also visited RSVP volunteers working at the Tularosa Basin Historical Museum. When she asked the museum director how much the RSVP volunteers helped, the museum director informed them that she (the director) was the only paid employee of the museum and that everyone else that was there were volunteers. When the state representatives returned to the Alamogordo Senior Center, they also got to see the RSVP volunteers and what they did for the Alamogordo Senior Center.

March 2020

No meeting due to COVID-19

April 2020

No meeting due to COVID-19

May 2020

No meeting due to COVID-19

June 2020

No meeting due to COVID-19

Annual report prepared by Neil McFarland, RSVP Volunteer Coordinator

FY 2020 Senior Volunteers Advisory Council Attendance

Our current President: Sue Hopkins

Jul 17, 2019-	Stephen Butler Paul Farrant Julie Baker	Mike Groves Cinde Stevenson Karen Groves	Sue Hopkin Xochitl Valenzuela Neil McFarland
Aug. 21, 2019 -	Stephen Butler Paul Farrant Julie Baker	Mike Groves Cinde Stevenson Karen Groves	Sue Hopkin Kay Ekman Neil McFarland
Sept. 18, 2019-	Kay Ekman Paul Farrant Julie Baker	Mike Groves Maria De Mireles Karen Groves	Sue Hopkins Cinde Stevenson Neil McFarland
Oct. 16, 2019-	Stephen Butler Paul Farrant Karen Groves	Kay Ekman Maria De Mireles Neil McFarland	Mike Groves Julie Baker Maggie Morales
Nov. 20, 2019 -	Sam Davis Mike Groves Julie Baker Maggie Morales	Kay Ekman Sue Hopkins Neil McFarland	Paul Farrant Cinde Stevenson Karen Groves
Dec. 18, 2019-	no meeting		
Jan. 15, 2020-	Stephen Butler Sue Hopkins Karen Groves	Kay Ekman Cinde Stevenson Neil McFarland	Mike Groves Julie Baker
Feb. 19, 2020-	Stephen Butler Mike Groves Cinde Stevenson	Sam Davis Sue Hopkins Julie Baker	Paul Farrant Maria De Mireles Neil McFarland

March 2020 thru June 2020 meetings cancelled due to COVID-19 Health Crisis

**WHITE
SANDS
BEAUTIFICATION
COMMITTEE**

White Sands Beautification Committee
Report
July 2019 thru June 2020

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:

WSBC Actions

Month		
Jul		
Aug	NO QUORUM	
Sep		
Oct	NO QUORUM	
Nov		
Dec	No Meeting Held	
Jan	No Meeting Held/only two members on board	
Feb	No Meeting Held/only two members on board	
Mar	No Meeting Held/only two members on board/COVID	
Apr	No Meeting Held/only two members on board/COVID	
May	No Meeting Held/only two members on board/COVID	
Jun	No Meeting Held/only two members on board/COVID	

**White Sands Beautification Committee Attendance
July 2019 thru June 2020**

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/14/2020

Report Date: 7/7/2020

Report No: 4.

Submitted By: Britney Courtier

Subject: Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY21 contract for Direct Purchase of Services for senior programs. (*Magdalena Morales, ASC Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Aggregate amount of \$438,806.49 is to be derived from the following sources, when performance units are met:

III-B (Transportation): Contract Amount: \$32,375.96

III-C1 (Congregate Meals): Contract Amount: \$53,921.65

III-C2 (Home-bound Meals): Contract Amount: \$18,429.30

III-D (Evidence-based): Contract Amount: \$32,792.18

NMGAA-State / HB-2: Contract Amount: 301,287.40

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.

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

TITLE III FEDERAL AND STATE SUB-AWARD

City of Alamogordo, hereinafter referred to as Subrecipient Contractor 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, 2020 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 Senior Citizens Services program.

The Agency's Senior Citizens 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 Subrecipient Contractor Subrecipient Contractor agrees to provide service(s) to eligible clients as identified in accordance with the Subrecipient Contractor Cost Reimbursement application or Service Delivery Plan, all required assurances, licenses and certifications, as applicable.

B. Targeting:

Target populations include persons age 60 or older and their spouses of any age, younger disabled persons who reside with persons age 60 or older, caregivers of any age who care for persons age 60 or older, caregivers age 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons age 50 through 59 for services provided with only state funding. Target populations for each service may vary according to the service provided.

C. Payment for Services.

For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$438,806.49. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. \$ 32,375.96 from Title III-B of the OAA;
2. \$ 53,921.65 from Title III-C1 of the OAA;
3. \$ 18,429.30 from Title III-C2 of the OAA;
4. \$ 32,792.18 from Title III-D of the OAA;
5. \$ -0- from Title III-E of the OAA; and
6. \$ 301,287.40 from the NMGAA-State/HB-2

Service	Units of Service	Persons Served
Congregate Meals	38,300	1,300
Home Delivered Meals	31,550	330
Transportation	11,650	150
Assisted Transportation		
Case Management		
Adult Day Care		
Chore Services		
Homemaker/Housekeeping		
Physical Fitness/ Exercise/Health Screening	10,350	230
EB-Health Education Training	600	10
NFCSP – Family Caregivers: Elderly		
CG – Respite Care In-Home		
CG – Respite Elder Respite - Adult Day Care		
CG – Respite Elder Care - Vouchers		
CG - Elder Respite Care -Counseling		
CG - Respite - Information Services		
CG - Respite - Supplemental Services		
NFCSP – Family Caregivers: Grandchildren		
GRGC Respite Vouchers		
GRGC Respite In-Home		
GP Counseling		

Attachment: FY21 Units of Service -Crosswalk - Definitions

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

E. Payments to the Subrecipient Contractor will be made after 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 Subrecipient Contractors own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Subrecipient Contractor 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 Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor'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 Subrecipient Contractor 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 Subrecipient Contractor 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 (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) 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. Subrecipient Contractor 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, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor 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 Subrecipient Contractor.
 - 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. Subrecipient Contractors must ensure that the farm food products meet the state NMED requirements.

B. Through of the Senior Citizens Service Sub-Award, the Agency agrees to abide by the Major Disaster Declaration (MDD) provisions in accordance to guidance set forth by the Administration for Community Living (ACL) and the Aging and Long-Term Services Department.

1. (MDD) (<https://www.fema.gov/disaster/4529>) allows flexibility for use of the Federal funds by Subrecipient Contractors.
2. The MDD allows for maximum flexibility and does not need a separate application, transfer request, or request for a waiver --to use existing Title B, C-1, C-2, D and E for disaster relief. This means Subrecipient Contractors may use

these Title and State funds **for any disaster relief activities** for older individuals or family caregivers served under the OAA.

3. The flexibility applies to federal and state funding Subrecipient Contractors have through FY 2020-2021 contracts. For the program period starting July 1, 2020 **all expenditures should be based upon Subrecipient Contractor actual expenditures and should not be tied to a unit or unit cost.**
4. Meals funded following a declaration of a major disaster are not required to meet the DGAs and the DRIs, *but* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.
5. When meals that do not meet the DRIs/DRAs are unavailable, Subrecipient Contractors should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

C. The Agency further abides to:

1. Review client intake and assessment forms completed by the Subrecipient Contractor, 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 Subrecipient Contractor 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 as described in the MDD provisions
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 Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*

The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*

The Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor, 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 Subrecipient Contractor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type Subrecipient 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, 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 Subrecipient Contractors 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 Subrecipient Contractors 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 Subrecipient Contractor'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 Subrecipient Contractor 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 Subrecipient 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, 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 Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

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

The Subrecipient Contractor 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 Subrecipient Contractor, 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, 2020** and terminate on **June 30, 2021**, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed two (2) 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 Subrecipient 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 Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the

term of this Agreement, the Subrecipient 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 Subrecipient Contractor 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 Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor 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 Subrecipient Contractor, the Subrecipient 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 Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient 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 Subrecipient 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 Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR.

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

1. The Subrecipient Contractor'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 Subrecipient Contractor'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 Subrecipient Contractor'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 Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor 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 Subrecipient Contractor'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 the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor 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 Subrecipient Contractor hereunder.
2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor'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 Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor 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 SUBRECIPIENT CONTRACTOR.

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, 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 Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

The Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor agrees not to purport to bind the Agency unless the Subrecipient Contractor 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 Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor 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. Subrecipient Contractor 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 Subrecipient Contractor, 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 Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST.

The Subrecipient 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 or services required under the Agreement. The Subrecipient Contractor 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 Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor 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 Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient 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 Subrecipient Contractor 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 Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient 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.

23. PARTICIPANT GRIEVANCE.

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor 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 Subrecipient Contractor 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:

NCNMEDD

Attn: Marcia A. Medina

3900 Paseo Del Sol

Santa Fe, NM 87507

SUBRECIPIENT CONTRACTOR:

28. INSURANCE.

The Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor 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 Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor 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, 2020.

Legal Name of Subrecipient Contractor

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

Signature

Signature

Printed/Typed Name of Signatory

Date

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

06/29/2020
Date

Contractor: City of Alameda

[illegible]

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/14/2020

Report Date: 6/24/2020

Report No: 5.

Submitted By: Josh Sides

Subject: Approve and support the acceptance of the New Mexico Department of Tourism's "Clean and Beautiful" Grant award for Keep Alamogordo Beautiful for fiscal year 2021. *(Josh Sides, Special Events Manager)*

Fiscal Impact: \$39,655.60

Amount Budgeted: \$0.00

Fund: 037

Additional Fiscal Impact:

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

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

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

THIS AGREEMENT, numbered **21-418-6002-00036-00**, is made and entered into by the State of New Mexico Tourism Department, hereinafter referred to as the “NMTD,” and **City of Alamogordo**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

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

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

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

AGREEMENT

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

I. Obligations of Partner.

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

II. Obligations of NMTD.

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

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

III. Additional Terms & Conditions:

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2021**. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto, with the exception of Exhibit A, which may be adjusted by authorization of the NMTD Tourism Development Division Director.
- D. Neither Party will be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing Party's control and without such Party's fault or negligence, such as acts of God, pandemic-related public health orders, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, NMTD will withhold payment of award funds as set forth in Exhibit A.
- E. Partner shall ensure that any activities carried out in accordance with this Agreement conform to all current Public Health Orders and corresponding COVID-Safe Practices.
- F. The Parties shall not be jointly liable. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- G. This Agreement is governed by the laws of the State of New Mexico.
- H. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

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

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

To Partner: City of Alamogordo
Brian Cesar
1376 E. 9th Street | Alamogordo, NM 88310
575-439-4201 | bcesar@ci.alamogordo.nm.us
Program Manager: Josh Sides
Phone: 575-439-4279
Email: jsides@ci.alamogordo.nm.us

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

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

By: _____

Date: _____

Print Name: _____
For PARTNER (**City of Alamogordo**)

By: _____
Carlos F. Gonzales, NMTD Chief Procurement Officer

Date: _____

By: _____
Isabel B. Lopez, NMTD Chief Financial Officer

Date: _____

Approved for legal sufficiency:

By: _____
Allison P. Martinez, NMTD General Counsel

Date: _____

By: _____
Jen Paul Schroer, NMTD Cabinet Secretary

Date: _____

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

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

By: _____
Taxation and Revenue Department

Date: _____

EXHIBIT A PROJECT AWARD SCHEDULE CITY OF ALAMOGORDO					
	<u>Goal 1</u>	<u>Goal 2</u>	<u>Goal 3</u>	<u>Goal 4</u>	<u>Goal 5</u>
End Littering					
Clean-up Supplies	\$7,582.00				
Pet Waste Receptacles	\$1,679.90				
Improve Recycling					
Educational Materials		\$1,651.70			
Beautify Communities					
Landscaping Materials			\$6,552.00		
Empower Youth					
Youth Groups				\$10,200.00	
Youth Interns				\$12,000.00	
Increase Program Capacity					
Subtotals	\$9,261.90	\$1,651.70	\$6,552.00	\$22,200.00	\$0.00
Total Award	\$39,665.60				

<i>Suzy Lawrence</i>	6/11/2020
Approved by: NMTD Tourism Development Division Director	Date

EXHIBIT B

NEW MEXICO TOURISM DEPARTMENT CLEAN AND BEAUTIFUL GRANT PROGRAM FY21 GUIDELINES

GRANT PURPOSE

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

ELIGIBILITY

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

ELIGIBLE EXPENDITURES

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

Goal #1 - End Littering

- Information pertaining to current Keep America Beautiful initiatives can be found at <https://kab.org/end-littering/>

Goal #2 - Improve Recycling

- Information pertaining to current Keep America Beautiful initiatives can be found at <https://kab.org/improve-recycling/>

Goal #3 - Beautify Communities

- Information pertaining to current Keep America Beautiful initiatives can be found at <https://kab.org/beautify-communities/>

Goal #4 – Empower Youth

- Youth employment initiatives must directly contribute to at least one of the above-mentioned goals
- Applicants may either hire a youth group as a subcontractor, or hire individual youths
- For individual youths:
 - a) Individuals must be between 14 to 25 years of age
 - b) Salary range = local minimum wage plus \$1.00 to \$3.00 per hour
 - c) Youth Employment Verification forms are required for each youth employed

Goal #5 – Increase Program Capacity

- Professional development activities must directly contribute to at least one of the above-mentioned goals
- Professional development funds may be utilized for Keep America Beautiful dues and conference fees, as well as other approved events or trainings
- Event/training registration confirmations and receipts for all travel expenditures are required as backup documentation for each professional development event

EXHIBIT B

MATCHING REQUIREMENTS

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

Donated Goods or Services:

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

How to Calculate Government Costs:

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

Volunteer Hours:

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

GRANT AGREEMENT

The grant award will be officially executed upon receipt by NMTD of the signed grant agreement. Agreements will include two accompanying exhibits: Project Award Schedule (*Exhibit A*) and these Grant Program Guidelines (*Exhibit B*). PLEASE NOTE: Any changes or exceptions to the procedures outlined in the Grant Agreement or these Guidelines will require approval from the NMTD Cabinet Secretary.

INITIAL DISBURSEMENT OF FUNDS

For FY21 grant awards, Partners will be eligible to receive 50% of the total award amount following the execution of the grant agreement and submission of the Initial Disbursement Invoice. This form is available for download at the NM Clean & Beautiful Grant Resources webpage.

REIMBURSEMENT REQUIREMENTS

In order to receive reimbursement for the remaining 50% of the total award amount, Partners must submit the Final Reimbursement Request Packet at project end, but no later than June 15, 2021.

Final Reimbursement Request Packet should include:

- Final Reimbursement Invoice
- Total Project Expense Worksheet with back-up documentation*
- End-of-Year Report
- Youth Employment Verification forms, if applicable
- Volunteer Sign-in Sheet, if applicable
- Event and trainings registration confirmations, and KAB Affiliate dues receipt, if applicable

*Eligible back-up documentation includes:

1. Invoices *or* receipts

AND

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

EXHIBIT B

SUBMISSION REQUIREMENTS

- All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage (<https://www.newmexico.org/industry/work-together/grants/clean-and-beautiful/nm-clean-beautiful-grant-resources/>).
- Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: <https://nmtourism.smapply.io/> or by email to Lucy.Stanus@state.nm.us

PROGRAM ASSISTANCE

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/14/2020

Report Date: 7/7/2020

Report No: 6.

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: \$58,023.06 / 071-0000-317-16.34

Contract Amount: \$58,023.06

071-8023-445-3265 / \$19,340.39

071-8024-445-3265 / \$38,682.68

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**

**NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)
SUBRECIPIENT CONTRACTOR SUB-AWARD**

This Agreement is made and entered into this 1st day of July 2020, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Alamogordo, hereinafter referred to as the "Subrecipient Contractor."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Subrecipient 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 NSIP funds are used exclusively for the purchase of food, not meal preparation.
- C. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods.
- D. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state New Mexico Environment Department (MED) requirements.
- E. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
- F. 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).
- G. 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 (5th) work-day of each month following the last day of the month in which services were provided. If the fifth (5th) 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.
- H. 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.
- I. Allow the Agency to monitor periodically the Subrecipient Contractor's fiscal

accountability of NSIP.

- J. 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. A 110; Uniform Policies). Moreover, the Subrecipient 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.

- K. Ensure eligible participants are assessed and registered in SAMS.

- L. 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.

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

2. **Compensation**

- A. The total amount payable to the Subrecipient Contractor under this Agreement shall not exceed \$58,023.06 for eligible meals served during the period July 1, 2020 through June 30, 2021 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 Subrecipient Contractor.

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2021, 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 Subrecipient 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 Subrecipient Contractor if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient 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 Subrecipient 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 Subrecipient Contractor's default or breach of this Agreement. This Agreement also may be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

B. **Termination Management.** Immediately upon receipt by either the Agency or the Subrecipient Contractor of notice of termination of this Agreement, the Subrecipient 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 Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient 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 Subrecipient 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 Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. **Status of Subrecipient Contractor**

The Subrecipient Contractor, his agents and employees, are independent Subrecipient Contractors performing services for the Agency and are not employees of the Agency. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 foreclose the right of the Agency to recover excessive, improper, or illegal payments.

B. The Subrecipient Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2020 to June 30, 2021. 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-1, 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/Subrecipient 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-1, 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/Subrecipient 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-1, 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 unitsof 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 Subrecipient 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 Subrecipient 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 Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final.

11. Release

The Subrecipient 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 Subrecipient Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Subrecipient 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 Subrecipient 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 Subrecipient Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Subrecipient Contractor.

13. Conflict of Interest

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

15. Non-Discriminating Service Delivery

The Subrecipient 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 Subrecipient 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 collected with the administration of the Agency's or the Subrecipient 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 Subrecipient 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 Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient 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 Subrecipient 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 Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient 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:

NCNMEDD
Attn: Marcia Medina
3900 Paseo del Sol
Santa Fe, NM 87507

Subrecipient Contractor:

25. **Other Provisions**

Compliance with Grant conditions. The Subrecipient 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 Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and

that no further action, resolution, or approval from Subrecipient 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, 2020.

Legal Name of Subrecipient Contractor

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

Signature

Monica Abeita
Signature

Printed/Typed Name of Signatory

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

Date

06/26/2020
Date

**NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NOTIFICATION OF GRANT AWARD
(NGA)**

NSIP FY21

GRANTEE: Alamogordo, City of ADDRESS: PHONE:			APPROVED BUDGET PERIOD FROM: 7/1/2020 TO: 8/30/2021		Grant/Action New/Cont: Revision: BAR: Other:		NGA DATE 6/26/2020	
DESCRIPTION			FEDERAL	STATE	LOCAL	IN-KIND	PROJ. INC.	TOTAL
AAA Administration Title IIB			0	0	0	0	0	0
Title IIC1			19340.39	0	0	0	0	19340.39
Title IIC2			38882.68	0	0	0	0	38882.68
Title IID			0	0	0	0	0	0.00
Title IIE			0	0	0	0	0	0
Subtotal			58023.06	0.00	0.00	0.00	0.00	58023.06
Title IIB Access			\$ -			\$ -		\$ -
In-Home								
Community All Other			\$ -		\$ -		\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIC1 Meal Costs			\$ 19,340.39					\$ 19,340.39
Subtotal			\$ 19,340.39	\$ -	\$ -	\$ -	\$ -	\$ 19,340.39
Title IIC2 Meal Costs			\$ 38,882.68					\$ 38,882.68
Subtotal			\$ 38,882.68	\$ -	\$ -	\$ -	\$ -	\$ 38,882.68
Title IID			\$ -					\$ -
Sub Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIE			\$ -					\$ -
Sub Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ALL STATE OTHER			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB TOTALS								
Title IIB			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIC1			\$ 19,340.39	\$ -	\$ -	\$ -	\$ -	\$ 19,340.39
Title IIC2			\$ 38,882.68	\$ -	\$ -	\$ -	\$ -	\$ 38,882.68
Title IID			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIE			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alzheimer Respite Care			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All State Other			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL			\$ 58,023.06	\$ -	\$ -	\$ -	\$ -	\$ 58,023.06
COMPUTATION OF GRANT			8. Federal/State Shares will be comprised of: a. Federal/State grant unearned in previous project year(s)					
1. Estimated Total Cost.....			\$ 58,023.06	FY 20		Federal	0	
2. LESS Anticipated Proj. Inc.			\$ -			State	0	
3. Estimated Net Cost.....			\$ 58,023.06				0	
4. Non-federal and Non-state Share of Net Cost.....				FY 20		Federal	0	
5. Proj. Inc. (Used as Match).....			\$ -			State	0	
6. Federal Share of Net Cost....			\$ 58,023.06					
7. State Share of Net Cost....			\$ -					
				FY-2020		Federal	0	\$ 58,023.06
						State	0	\$ -

9. 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 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 unearned 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 be 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 Abertin
 Date: 06-26-2020

Signature of Grantee on Aging Authorizing Official: _____
 Date: _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/14/2020

Report Date: 7/7/2020

Report No: 7.

Submitted By: Jim LeClair

Subject: Consider, and act upon, Resolution No. 2020-28 disposing one (1) 1994 Pierce/International 4900 Navistar 4-Door Fire Truck to Otero County for \$100.00. *(Jim LeClair, Fire Chief)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: None

Recommendation: Staff recommends approval of the resolution.

Background: Within the past few years the Alamogordo Fire Department has been able to add to, and replace fire apparatus within our inventory. Currently we have ran out of space to house this 1994 Pierce/International, and would like to dispose of it to the County for \$100.00.

OFFICE of EMERGENCY SERVICES
(575) 439-2612
FAX (575) 437-2259



1101 NEW YORK AVE
ALAMOGORDO, NM 88310-6935

June 24th, 2020

James LeClair
Fire Chief, Alamogordo Fire Department
619 Texas Street
Alamogordo, NM 88310

Re: Request for Obsolete/Surplus Firefighting Apparatus

Otero County would like to respectfully request consideration in the transfer of a surplus Pierce/International Class A pumper. We understand that the apparatus does need mechanical repair to again serve as a reliable piece of equipment and we are prepared to accept the vehicle in its present condition to make those repairs.

The transfer of this apparatus would be utilized by Otero County for its fire departments, ensuring ready response and operations for our firefighters while serving the citizens of Otero County and within the City of Alamogordo during emergency situations.

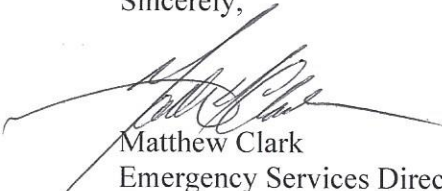
Pursuant to Section 3-54-2(A) NMSA 1978 which states:

- A. A municipality may sell personal property for cash at public or private sale without notice where it is shown to the governing body that such property does not exceed the value of two thousand five hundred dollars (\$2,500).

Otero County is willing to purchase the apparatus for \$100.00. The County also stipulates that the apparatus will be placed into service within 30 days after necessary repairs are made to allow dependable use as a piece of firefighting apparatus for public safety, or within 90 days of receipt, whichever comes first.

If there are any questions or concerns regarding this request, please feel free to contact me via the below contact information.

Sincerely,


Matthew Clark
Emergency Services Director
Otero County Office of Emergency Services
1101 New York Ave
Alamogordo, NM 88310
Office: 575-439-2612
Cell: 575-551-4884
E-mail: mclark@co.otero.nm.us

RESOLUTION NO. 2020-28

A RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS CITY PROPERTY

WHEREAS, the City of Alamogordo, New Mexico, is the owner of a certain 1994 Pierce / International 4900 Navistar 4-D pumper which is no longer needed for department use, and;

WHEREAS, the City Finds that the said equipment is unusable or obsolete to the extent that the items are no longer practical for continued use by the City, and;

WHEREAS, the City is desirous of disposing said 1994 Pierce / International 4900 Navistar 4-D pumper as surplus property to Otero County for the sum of one hundred dollars (\$100), and;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALAMOGORDO, NEW MEXICO, AS FOLLOWS:

1. The 1994 Pierce / International 4900 Navistar 4-D pumper is hereby declared surplus.

2. According to Section 3-54-2(A) NMSA 1978, which states: A municipality may sell personal property for cash at a public or private sale without notice where it is shown to the governing body that such property does not exceed the value of two thousand five hundred dollars (\$2,500).

3. This Resolution shall take effect immediately upon adoption.

Done this 14th day of July 2020

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 Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/14/2020

Report Date: 7/10/2020

Report No: 8.

Submitted By: April Jones

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Airport Advisory Board.

Background: Airport Advisory Board. One (1) vacancy due to the expiring term of Erich Wuerschling. Staff Liaison - Cheryl Otero-Baker

The following individual is interested in being reappointed:

Erich Wuerschling - If selected, this will be his fourth term.

Housing Authority Advisory Board. One (1) two year vacancy, and one (1) three year vacancy. Staff Liaison - Marissa Ruiz.

No applications received.

White Sands Boulevard Beautification Committee. Two (2) vacancies. Staff Liaison - Stella Rael.

No applications received.

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

RECEIVED

JUN 17 2020

CITY CLERK

City of Alamogordo
APPLICATION TO SERVE ON A
CITY BOARD/COMMITTEE

Name: Erich Wuersching
Home Phone: 817 8327071 Work Phone: _____
Cell Phone: _____ Fax No: _____
E-mail address: erich@sugarpinesrvpark.com
Physical Address 508 Chautauqua, Cloudcroft NM
Is the above address within City limits? Yes _____ No X
Mailing Address: Box 925
Present Employer: Jacobs Engineering Job Title: EMC

Board/Committee you wish to serve on:

First choice: Airport Advisory Board
Second choice: _____

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

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

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

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

Experience and education relating to the Board/Committee: Several
years experience on the boards
well as many years of experience
as a volunteer public servant

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

To
promote and improve the airport Focusing
my efforts on the Wildland Fire
suppression aircraft capability as well as
public mass transit (Regional jets).

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4100
FAX: (575)439-4396