Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

October 12, 2021 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

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 of the north entrance of the City Hall, distributed to the appropriate news media, and posted on the City website: http://ci.alamogordo.nm.us within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Alamogordo website: http://ci.alamogordo.nm.us

The Mayor and City Commission request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Commission Chambers to respond to or to conduct a phone conversation. The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4100.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Breast Cancer Awareness Month Proclamation. *(Richard Boss, Mayor)*

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

2. Approve the minutes for the September 28, 2021 Regular meeting. *(Rachel Hughs, City Clerk)*

3. Consider, and act upon, accepting the grant agreement from Paso del Norte Health Foundation to APD in the amount of $151,731.00. *(Richard Denton, Police Chief)*

4. Consider, and act upon, award of IFB 2021-02 Dry Barrel Fire Hydrants to Morrison Supply Company in the amount of $178,539.15 excluding NMGRT. *(Barbara Pyeatt, Chief Procurement Officer)*

5. Consider, and act upon, acceptance of a funding agreement from the Office of the State Engineer, in the amount of $900,000.00, for the rehabilitation of Bonito Lake Dam. *(Bob Johnson, Engineering Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

6. Consider, and act upon, Resolution 2021-37 Declaring that a Vacancy Exists on the City Commission for District 1. *(Rachel Hughs, City Clerk)*

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

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/12/2021 **Report Date:** 10/7/2021 **Report No:** 1.

Submitted By: Rachel Hughs

Subject: Breast Cancer Awareness Month Proclamation. *(Richard Boss, Mayor)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Proclamation only.

Background:

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/12/2021 **Report Date:** 10/6/2021 **Report No:** 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the September 28, 2021 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
SEPTEMBER 28, 2021

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 BENGOECHEA, 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. Mayor Pro-Tem Sikes and Commissioner Baldwin were absent. City Clerk Hughs announced there was a quorum present. Invocation was given by Commissioner Payne, and the Pledge of Allegiance was led by Commissioner Wright.

APPROVAL OF AGENDA

Commissioner Rardin moved to approve the agenda.
Commissioner Wright seconded the motion.
Motion carried with a vote of 5-0-0.

PRESENTATIONS

1. Briefing on Code Enforcement. ***(Jim Baker, Code Enforcement Supervisor)***

Code Enforcement Supervisor Baker gave a PowerPoint presentation. He explained the most commonly enforced Codes, which included weeds, accumulation of garbage, outdoor storage, automotive storage, trees to be trimmed, display of address numbers, International Property Maintenance Code, maintenance and repair of service lines, connections, signs on poles, yard sales, sidewalks, hedges, and water conservation. He reviewed the Code violation process, including re-inspections, abatement process, post abatement, Summons process, and time frames to correct Code violations. He next covered current Code statistics, and the department's current manpower, which was currently down by three Code Enforcement Officers.

Commissioner Payne asked if there were any applicants for the open positions. Code Enforcement Supervisor Baker said they had applicants interviewing tomorrow. They were also accepting applications at the present time.

Mayor Boss thanked Code Enforcement Supervisor Baker for his hard work and for the presentation.

PUBLIC COMMENT

Christina Hastings commented on the following:
Ms. Hastings said she was the co-founder of the Otero County Advocates for Developmental Disabilities. This non-profit family support group supported individuals with intellectual and developmental disabilities, their families, friends, and caregivers. They supported community

inclusion, self-advocacy, and supported employment, but foremost, she was a parent and an advocate. She felt it was important to have an active disability advisory council in Alamogordo. Citizen advisory councils usually consisted of community leaders, citizens of all walks of life, and a group of stakeholders from a particular community appointed to provide comments and advice on a project or issue regarding disabilities and ADA. The community leaders or citizens interested in this council wanted to serve the community they lived in. They wanted to make a difference. As the City website stated, the Alamogordo Disability Council (ADC) was a group that provided advice to the City on how to make our community more user friendly for citizens and visitors with any kind of disability. Not only was compliance with ADA mandated by law, but public entities like the City needed to provide reasonable accommodations to people with a range of abilities to ensure equal access to government services, shopping, transportation, and facilities, as well as cultural, social, and recreational activities. There was a large community of individuals and their families with intellectual and developmental disabilities. There also was a large community of visually impaired individuals and individuals with hearing impairments, as well as a large community with physical impairments and other diverse disabilities. We needed to include these community members in our community lives and to make Alamogordo the friendliest place on Earth for everyone that lived here or came to visit. The ADC would help make recommendations to the Mayor and City Commissioners in this regard. Please do not just disband this Council, but let it thrive. There was a lot of interest of people wanting to serve on this committee, but unfortunately for reasons unknown, they got the runaround, or the application got blocked somewhere in the wide City halls. Please do not disband this Council but have community members appointed who could start meeting again and help to make this community friendly for everyone. Community inclusion had to start somewhere.

Eugene Downer commented on the following:
Mr. Downer said he would like to give a pat on the back to Code Enforcement Supervisor Baker for the excellent job he was doing, to Commissioner McDonald for her cleanup activities, to Mr. Reyes who worked at the Zoo, and to Erik Marion of Parks. He also felt the City's sports activities were excellent. Having small children interact in an athletic manner helped them as adults to interact with other adults. The teepee burner, Mountain Maiden, and the water tank were all historical features of this area and he felt we were missing out on an opportunity by not utilizing and attracting visitors to their special qualities. The teepee burner was spectacular at sunset, and there was plenty of room for parking and for signs. The water tank was very widely known and had wonderful sunsets. The Mountain Maiden was known to have special healing powers, and there were places along Scenic Drive where there could be a historical marker talking about it and the folklore associated with it. Russ from Commercial Sign Art was a capable artist and Prints Plus also did signs.

Gerald Dodd commented on the following:
Mr. Dodd said at the last meeting he recalled that the City had received about $7.9 million from the American Rescue Plan. He hoped the Commission was going to approve those funds coming into the City. At that time, it was mentioned that the funds could be used for safety, health, and quality of life here in Alamogordo. He would ask the Commission to consider one item that affected all the residents, and that would be the striping of the City streets. The main thoroughfares were really worn out and many of the crosswalks were as well. He wasn't sure of the cost for striping of the resident thoroughfare streets, but he was sure it wouldn't cost the entire amount of the grant. He asked the Commission to consider using that for the health, safety, and quality of life for the citizens of Alamogordo.

CITY MANAGER'S REPORT

City Manager Cesar made the following remarks:
1. City Manager Cesar said we now had over 80 vacancies in the City, and it had been very difficult. We are actively recruiting, but many times after people came in for their interviews and they were hired, they never showed again. He believed it was because of the condition of unemployment that they go to interviews and submit applications.

2. City Manager Cesar said tomorrow at 1:30 p.m. at Patron's Hall, MainStreet was having a meeting. They would be going over the plans to date for their next major project in that area and talking about how they would like to go forward and get ideas for the grant application process. An invitation went out to all the Commissioners, and he knew MainStreet would be more than happy to see them there.

3. City Manager Cesar said going back to Mr. Dodd's question regarding restriping, during the last budgetary cycle the Commission approved $350,000 for striping in Alamogordo. In looking through the State Contract, there were limited contractors out there. We did have San Bar Construction Corp. coming in, and they would be restriping all the major roadways in Alamogordo, as well as the major crosswalks. Once we had our Street Maintenance Department staff back up to the levels they needed to be, those crews would also be back out restriping. In the Street Department we were down to four employees, and we should have 14 in that area. In Utility Maintenance we were down to three employees, and we should have 16 there. He didn't even want to talk about the Police Department. The San Bar project was just a little over $283,000 and if we wouldn't have had the weather delays, they would have already been in to perform that work. It was coming up in the very near future.

Commissioner Payne asked if the invitation from MainStreet would have come from them, as she had not received it. City Manager Cesar said yes, it came from Mark Garnes, Executive Director of MainStreet. Mayor Boss said he didn't recall getting it either. City Manager Cesar said he would be attending, and he would pass the word onto Mr. Garnes that not all the Commissioners had received it.

Mayor Boss said back to the comments regarding employment, he noted that Walmart was offering a $15,000 sign-on bonus to truck drivers because they couldn't get truck drivers, and the salary was $85,000. City Manager Cesar said for a parttime employee at the Popeye's at Holloman Air Force Base, they were offering $14.83 per hour plus a $600 sign-on bonus. Mayor Boss said we were about to see inflation like we'd never seen it before.

Commissioner Rardin said until the Federal and State government decided to quit giving the handouts to everybody and forced people to go back to work, this would be a reoccurring problem. It was very sad.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Rardin made the following comments:
Commissioner Rardin said the weeds on Lavelle Road out near the Convenience Center and the water plant were four to five feet tall. Could that be put on the City's list to get them cut down.

Mayor Boss made the following comments:
Mayor Boss said everyone knew we were without our lion and two of our bears for a time, and they were back now. He commended the employees at the Zoo because they had done a fantastic job. He took his great granddaughter to the Zoo at least once a week and he was amazed that even with a short staff, the employees had done such a great job of keeping things up. In addition to repairing the cages for the bears and lion, they were constructing additional cages for the monkeys. Those employees were always busy feeding the animals and cleaning the cages, and he wanted to commend them. It was a wonderful Zoo, and we were very fortunate to have it.

CONSENT AGENDA

2. Approve the minutes for the September 14, 2021, Regular meeting. *(Rachel Hughs, City Clerk)*

3. Consider, and act upon, agreement with Otero County for receipt of the $50,000 grant award for Alamogordo Public Library Services to County residents. *(Kim Underwood, Library Manager)*

4. Consider, and act upon, acceptance of Purchase Agreements for Partial Vacation of Easements as well as revised boundary surveys for 415 Canal Street and 412 Twenty-Fourth Street. *(Nancy Beshaler, Project Manager and Stella Rael, City Planner)*

Commissioner Rardin moved to approve the Consent Agenda.
Commissioner McDonald seconded the motion.
Motion carried with a vote of 5-0-0.

NEW BUSINESS

5. Consider, and act upon, Resolution 2021-36 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 September 28, 2021, including the allocation of $7,905,784 from the American Rescue Plan Act. *(Evelyn Huff, Finance Director)* (Roll Call Vote Required)

Finance Director Huff said typically every month a budget revision was brought before the Commission, and it was usually on the Consent Agenda. However, for the September revision she wanted to put it under New Business because it did include the revision to allocate the $7.9 million received in the American Rescue Plan Act (ARPA). That was revision No. 10 in the packet, and it was being added to Fund 124. The creation of that fund was approved at the last Commission Meeting. Obviously, the revenues were straightforward in that they went into the Federal Grant line. However, from there they had $6.2 million in tank improvement, $376,000 in capital outlay which was to pay a portion of the irrigation improvement at Alameda Park, $500,000 for utility assistance, and $1 million in Water and Sewer IT infrastructure to continue the upgrades to make sure we maintained our levels and deferred any cyber-attacks.

Commissioner Wright asked if the dollar amounts listed were for the cost to rehab each tank. Finance Director Huff said yes. Right now, the plan was $1.4 million for the Lower Heights Ground Storage Tank, $1.4 million for the Lower Alamo Ground Storage Tank, $1.4 million for the

Callahan Ground Storage Tank, $1.6 million for the Foothills Ground Storage Tank, and $220,000 for the West Side Tank. Commissioner Wright said if the cost for one was over and another was under, could we shift funds. City Manager Cesar said yes. If there was funding left over, we would be coming back to the Commission to add some other project which applied to the criteria. Finance Director Huff said the money came through DFA and we had talked to them about it. While we did have to report on it, it was not like we could never change it once approved.

Commissioner Payne said she didn't have a problem with the disbursement on this, but in the future, she would like to see some way that we could start incentivizing people to get back to work. This was killing the City with 80 jobs vacant. She was hoping in the future we could see some creative way to do it. City Manager Cesar said going back to the last budgetary process, one of the other things which was approved in our Human Resources area were monies for a comprehensive review of our compensation plan, salaries, etc. The contractor was already working on it, looking at our classification plan, our benefits, salaries, etc. and doing a comparison to communities of the same size as Alamogordo. They were also looking at what we had to compete with because we were unique in having Holloman AFB and White Sands Missile Range near us. The timeframe for completion was 90 days, so we should be getting the final report in approximately December. Dependent on the numbers and what they found, it would be a lot like when the State passed the increase to the minimum wage and staff had brought a phased plan to the Commission. After they did their presentation to the Commission, staff would look at incorporating their recommendations into the upcoming budget and present it at budget time. Depending on what they came back with and what the City could realistically afford, it may be a plan that was phased in over the next several years.

City Manager Cesar said regarding any sign-on bonuses, the City Attorney would talk about that. City Attorney Bengoechea said the word "bonus" was violative of the Anti-Donation Clause of the New Mexico State Constitution, so we needed to be very careful. There were ways to incentivize employees, but they were longevity incentives which did not get bodies in the door today necessarily. Sometimes we needed to negotiate for that, but we needed to be incredibly careful with the word "bonus". Commissioner Payne said she was very aware of the Anti-Donation laws, and we didn't want to violate them. We also had Union contracts to think about as well. She was just trying to be creative and had been doing a lot of studying lately. She felt it was interesting that people came in and interviewed, and then we never saw them again. In her head, if she was a young person and interviewed with the City, she would take the job because even though it may not start out well you could eventually be the City Manager someday. As much as we were seeing this, through her organization they were getting so many calls right now for people needing help with rent and utilities. There were 80 jobs open in the City of Alamogordo alone right now, so they couldn't tell her that they couldn't find a job. In addition to that, where was the incentive for our employees and other employees of other places who had stuck it out through the whole pandemic. In the future, she would like to see something creative that we could possibly do.

Mayor Boss said we had a dilemma in the City which Walmart did not have in that they could pay their truck drivers $85,000 per year and give them sign-on bonuses. They could then increase the price of their products to cover it, but the City couldn't do that. The only way we saw it come back was in a few piddly percentages of Gross Receipts Tax. It was very difficult to keep up with that. We would have to take money away from other things.

Commissioner Rardin moved to approve.
Commissioner Wright seconded the motion.

Roll Call Vote was taken.
Motion carried with a vote of 5-0-0.

6. Consider, and act upon, Ordinance 1637 Case Z-2021-0004(A) for first publication for a map amendment to correct the current zoning by changing the zoning designation of the property located at 1301 19th Street from R-1 Single Family Dwelling District to R-3 Two family dwelling district. *(Stella Rael, City Planner*) (Roll Call Vote Required)

City Planner Rael said the property owners were requesting a map amendment to correct the zoning designation for the property located at 1301 9th Street from R-1 Single Family Dwelling to R-2 Two Family Dwelling District. The property owners were Ms. Trudy Reese and Ms. Gail Swineford, who owned the two homes on the property. This was basically a request to correct the zoning designation of the property. When it was annexed into the City, it fell in as an R-1 Single Family Dwelling District, and there were already two homes on this property. After conversation with the property owners, they agreed that in order to correct it, we needed to change it to R-3 which was Two Family Dwelling District. As of June 23, 2021, she had received no letters or phone calls of opposition. It went before the Planning & Zoning Commission on August 5, 2021, and they had recommended approval by a vote of 4-0-0.

Commissioner Rardin asked if there was a map showing the property. City Planner Rael said normally she put one in but had neglected to put one in this time. Commissioner Rardin said he knew the area well. City Planner Rael said it was on the corner of 19th Street and Cuba Avenue. One home faced 19th Street, and the other faced Cuba Avenue. Commissioner Rardin asked when the property was annexed into the City. City Planner Rael said they did not have an exact record of that, and the only thing she found was that all the records back then were from 1950. It went back so far that she could not even find records of construction. Commissioner Rardin clarified that we were just doing this to correct the zoning. City Planner Rael said it was basically to correct the zoning for any future occurrences. If we left it as R-1 and, God forbid, one house burned to the ground, they would not be able to rebuild in this zoning. Commissioner Rardin asked if the City initiated this. City Planner Rael said the homeowners initiated it. Commissioner Rardin asked if it would be the only R-3 in that area. City Planner Rael said there were others in the neighborhood.

Commissioner Wright asked if the back house was two apartments. City Planner Rael said it was two homes, and if you walked out of the kitchen from one of the homes, you would basically walk right into the other one because they were so close together. Commissioner Rardin said if there were two units in the back plus the homes, wouldn't it be better to put it under a Multi-Family designation. She clarified there were only two homes, and they were both single residences.

Commissioner Payne moved to approve.
Commissioner McDonald seconded the motion.
Roll Call Vote was taken.
Motion carried with a vote of 5-0-0.

7. Consider and provide direction to Staff on reviewing Boards and Committees with recommendations to Commission at a future meeting. *(Josh Rardin, City Commissioner)*

Commissioner Rardin said he brought this item forward as he would like staff to go over all the Boards and Committees and report back to us which ones were active and which ones weren't, and which ones we had to have by law and which ones we didn't. This was not an item to dissolve any Boards or Committees, but he wanted staff to look into all of them. We had an issue of filling these and we never heard from some of the Boards. He knew by law we had to have the Airport Zoning and Advisory Boards. He had been contacted about the Disability Council, and he wondered if we had to keep that Board by law. City Manager Cesar said there wasn't a requirement. That Board hadn't met for a number of years, and as far as he knew, we only had the one applicant. Commissioner Rardin said if any of these Boards didn't have enough members to have a quorum, it was simply wasting the voluntary time of the people that did show up. He was asking for this more for information purposes, and then down the road once staff brought forth more information, we could decide whether we wanted to keep them or get rid of them.

Commissioner Payne said she did get another call from someone else about the Disability Council as well. She knew it hadn't been active in the past, but we might want to look at it again because it could be a good thing.

City Manager Cesar said the Mayor's Youth Advisory Committee hadn't met since 2011, and there had been no applicants since. The Airport Zoning Board had not met in over 28 years, but it was a Board we needed to have if we wanted to continue to receive FAA funding and State Aviation funding. The same was true for the Airport Advisory Board, but that was an active Board. He would get with the staff liaisons from these various Boards and Committees and then come back before the Commission and list activity of the Board and the interest in it.

Commissioner Payne said she knew that Christina Hastings' organization had been established for just a few short years, but they had been very active. So maybe this was a good time to look at the Disability Council again.

Mayor Boss clarified that at each meeting he read all the current vacancies on the various Boards. City Clerk Hughs said yes, except for the Boards that were currently not meeting.

Mayor Boss said we could just direct staff on this and not make an actual motion. City Manager Cesar said he had the direction he needed. Commissioner Rardin said that was what he was looking for.

8. Consider, and act upon, Ordinance 1638 for first publication to amend Section 29-01-020(b) from a required 200-foot notification area for all property owners to a 500-foot radius. *(Stella Rael, City Planner)* (Roll Call Vote Required)

City Planner Rael said in her Agenda Report she had included the draft Ordinance for the Commission to review. At the beginning of the year, this item was brought up for discussion by Planning & Zoning Board member Gerald Dodd because he felt the protest notification area did not reach a sufficient range of property owners. After discussion at the March 4, 2021, Planning & Zoning meeting, the Board had voted for her as the City Planner to draft an amendment to correct Ordinance Section 29-01-020(b) increasing the protest notification area from 200 feet to 500 feet. She presented the Planning & Zoning Commission with a draft on May 6, 2021, and a motion was made and passed by a vote of 5-0-0 recommending approval. Therefore, she was here presenting the Ordinance this evening.

City Planner Rael said that staff recommended denial of this amendment. Anytime an application was filed with her office, whether it be for a subdivision, map amendment, variance, or a miscellaneous case, she placed a legal ad in the Alamogordo Daily News. Besides that, she sent out notifications either by Certified Return Receipt mail or First-Class mail. Each of our Ordinances dictated how she did that. At this time, it cost $6.96 for each one of those letters to go out. If she had to send out zoning letters at that dollar amount for a 200-foot radius, then the additional 300 feet would be First Class mail which currently cost the applicant $.53 cents per letter. An additional 300 feet was a lot and depending on the area, it could be an additional 60 letters. Not only did she feel this was unnecessary because she felt she was reaching the public by the newspaper ad and by the 200-foot radius protest area, but she also felt it would cause a hardship to our citizens. With that being said, staff recommended denial.

Commissioner Payne asked what the purpose was of expanding the radius area. City Planner Rael said Mr. Dodd felt it wasn't reaching everybody that should be notified. This was prompted by a variance case which came in front of the Commission in Mr. Dodd's neighborhood. He was outside the 200-foot radius, so he felt he should have been notified. She had put that variance notice in the paper, and the variance came before Planning & Zoning due to Mr. Dodd's complaint, so he was aware of it. But he felt that the 200 feet was not sufficient. That was the conversation which brought this to light. Commissioner Payne said in almost six years, she could not think of one time that the City Planner had received maybe more than two letters back from the protest area. Most people didn't seem to care, so she didn't know that expanding it would make a difference. Her concern would be the financial burden from doing something like this.

Mr. Gerald Dodd commented on the following:
Mr. Dodd said he was a member of the Planning & Zoning Commission that voted 5-0-0 for expanding this notification area. In any application for a zoning or variance, etc., the question was transparency. Did the neighborhood know or did the community know that there was going to be a change in their area. A 200-foot notification, even with 60 and 100-foot lots, didn't really expand the neighborhood to be included in the process. By extending it to 500 feet, you included a few more people. The only notification that seemed to happen was the one in the newspaper. There was no sign posted for a variance and there were no notifications sent out except in that small group area. That was why the Planning & Zoning Commission had voted to expand it to 500 feet. Yes, there was an extra cost involved; however, that cost was relatively minimal and there was no additional cost to the City. The noted that here had been an increase in the Certified mailing costs since it was brought before the Planning & Zoning Commission. He did want to point out that the Planning Officer did not voice her objection that she was going to make a recommendation to the Commission after the Planning Commission voted to send it to the City Commission. It was sort of a surprise. However, he understood her point of view and he urged the Commission, for the sake of transparency for notification to the surrounding people for variances and zoning changes, to expand it to 500 feet.

Commissioner Rardin moved to deny the Ordinance.

Commissioner Wright asked if staff had checked with other municipalities and what they did in cases like this. City Planner Rael said yes, the Planning & Zoning Commission Chairman had looked at Las Cruces and came up with this idea from their Ordinance. However, we had to remember how big Las Cruces was compared to Alamogordo. She noted that Mr. Dodd had said that 200 feet didn't cover a whole lot of area, but in her previous case the property owners were going to have to pay for 34 letters at $6.96 each. Yes, it depended on the area, but 200 feet did cover a lot of area. Her issue was the hardship on the citizen.

Mayor Boss asked if they could pull information on some other cities, other than just Las Cruces. We could go ahead and deny this now but come back later if we found that other cities were doing it differently than we were. City Attorney Bengoechea said they could take action this evening, but in order to bring it back it would have to be someone on the prevailing side to bring it back. If the City Planner wanted to bring back something different, such as changing it to 250 or 300 feet, then she could do that. However, once this Commission voted on something, we didn't continue to bring it back or we would see the same items the Commission had voted "no" on coming back from citizens at every meeting.

City Manager Cesar said he understood the argument with transparency. If the City Commission wanted full transparency, it would be a Certified letter to every property owner in Alamogordo. That would be full transparency. Regarding the idea of the 200-foot radius with a Certified letter going out to those property owners and anyone outside of that up to 500 feet by First Class mail, how many times did the Commission have a citizen come before them saying, "I never received that letter." The only way we could show that we sent a letter to any property owner was to have that letter sent Certified. For the sake of transparency, that was why we had the 200 feet with the Certified letters, why we had the ad placed in the local newspaper, and that was why it was an Ordinance which came before the Commission two times. When it was scheduled on the agenda, it was also on the City's website at least 72 hours prior to the meeting. Had the variance item Mr. Dodd talked about been done under a 500-foot notification area, he would still have not received one of those letters.

Commissioner Payne said regarding the example City Planner Rael gave them on the last case having 34 letters at $6.96 per letter, that was almost $200. If we doubled that, it would be $400 to a property owner and that was if there were 60 letters. City Planner Rael said we also had the cost of the legal ad, which was normally $70 to $85. That also fell on the applicant. Commissioner Payne said that was lot of money. She knew they were saying anything over 200 feet would go First Class mail, but she was not for that at all. She knew it was exactly as the City Manager had explained that the person would claim they never got the letter. So, they were back to looking at Certified letters, and $400 was a lot of money just to send out notices. The worst part of that was regarding the minimal number of letters being returned.

City Attorney Bengoechea said in the past there had been hot-button issues, such as the rezoning for the apartment complex on the Wood Streets. That 200-foot variance did not reach near the amount of people that came to the Chambers and talked about it. When something was going on like that, word spread quickly and it was not because we were sending Certified letters to 200 feet, it was because there was a major neighborhood change going on. She felt we should be very cautious about this and that we don't change Ordinances which are law in this City because of the needs of one person for one case. She certainly understood the case for transparency, but we spent a lot of time publishing agendas, agenda books, and the newspaper ads. This was the only time we had somebody bring forth this issue that they wanted to go to 500 feet.

Commissioner Payne said having a property owner spend $400 or $500 when most of them were not even going to be responded to, she felt was just outrageous. She could not in good conscience vote for something like this. That was an undue burden.

Mayor Boss called for a second on the motion to deny.
Commissioner Payne seconded the motion.
Roll Call Vote was taken.

Motion carried with a vote of 5-0-0.

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

Mayor Boss read the openings and appointed Zoa Brown to the Senior Volunteer Programs Advisory Council. No one was opposed.

Commissioner Rardin moved to adjourn at 7:44 p.m.
Commissioner Wright seconded the motion.
Motion carried with a vote of 5-0-0.

ADJOURNMENT

____
Mayor Richard Boss

ATTEST:

____
City Clerk Rachel Hughs

(Prepared by Teresa Gutierrez, Deputy Clerk)
Approved at the Regular Meeting held on October 12, 2021.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/12/2021 **Report Date:** 10/1/2021 **Report No:** 3.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, accepting the grant agreement from Paso del Norte Health Foundation to APD in the amount of $151,731.00. *(Richard Denton, Police Chief)*

Fiscal Impact: $151,731.00
Amount Budgeted: $0.00
Fund: 024

Additional Fiscal Impact: New grant funding, no city match.

Recommendation: Accept grant agreement from Paso del Norte Health Foundation.

Background: Alamogordo Police Department applied for and was subsequently awarded a new grant, in the amount of $151,731.00, from Paso del Norte Health Foundation. This grant provides new funding for APD's Crisis Intervention Team and Mobile Crisis Response Team. No matching funds are required.

PASO DEL NORTE
HEALTH FOUNDATION

September 27, 2021

Mr. Brian Cesar
City Manager
City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310

Dear Mr. Cesar:

I am pleased to inform you that the Paso del Norte Health Foundation Board of Directors approved a grant in the amount of $151,731.00 to the City of Alamogordo for the 2021 MEC: Improving Systems to Improve Care: Building a Culture of CIT in Alamogordo.

A Memorandum of Agreement (MOA) is included with this document. To complete the grant award process, please use the DocuSign system to sign and return the MOA. This letter does not substitute for the signed MOA and no expenses should be incurred until the agreement is signed and returned. After signing the MOA, a copy will be emailed to you for your records.

We look forward to collaborating with you on this program to help promote health and prevent disease in the Paso del Norte region. If you have any questions about this grant, please contact Michael Kelly at (915) 218-2619.

Sincerely,

DocuSigned by:
Tracy J Yellen
57BC4124567B430
Tracy J. Yellen
CEO

cc: File
2340

Reference #: 2340

MEMORANDUM OF AGREEMENT FOR:
501(c)(3)

This Memorandum of Agreement (**MOA**) is by and between Paso del Norte Health Foundation (**Health Foundation**) and City of Alamogordo (**Grantee**). The grant period begins on 11/1/2021 and ends on 10/31/2022.

Agreement:

This grant is awarded for a charitable purpose for Grantee to implement the 2021 MEC: Improving Systems to Improve Care: Building a Culture of CIT in Alamogordo (**Program**). The grant total is for $151,731.00, and is subject to the following:

1) Grantee agrees to perform the Program presented in Grantee's proposal, which is incorporated into this MOA by reference.

2) Grantee agrees to submit (a) [a] progress report[s] and (b) a final report, each of which must include a financial report, to the Health Foundation using the Health Foundation's online grant system unless otherwise directed by the Health Foundation.

   The Health Foundation may not release payments until all required reports documenting the purpose of the grant are received and approved by the Health Foundation. It is Grantee's responsibility to ensure compliance with report requirements to prevent delays in payments. All required reports must be submitted according to the following schedule:

Requirement	Due Date	Associated Payment
Signed MOA	10/15/2021	$75,865.50
Progress & Financial Report	5/20/2022	$75,865.50
Final & Financial Report	11/21/2022	$0.00

3) The Health Foundation reserves the right to discontinue, modify, or withhold any payments that have not been made or to require a partial refund of any payments that have been made under this MOA if the Health Foundation finds that such action is necessary: (a) because Grantee has not fully complied with the terms and conditions of this MOA; (b) to protect the purposes or objectives of this grant; (c) to protect the Health Foundation; or (d) Grantee loses its tax-exempt status. Additionally, this grant could be re-evaluated in remote, adverse economic situations. The Health Foundation will notify Grantee immediately after it discovers any problems or concerns of non-compliance.

4) All grant funds not used by Grantee for the purposes of the Program remain the property of the Health Foundation. Unused grant funds must be returned to the Health Foundation at the end of the grant period unless otherwise directed by the Health Foundation in writing. The Health Foundation is not responsible for (a) costs outside of the approved grant budget or scope of work; or (b) over expenditures.

5) Any changes in the approved grant budget, including the addition or deletion of budget categories, must be submitted in writing for consideration by the Health Foundation.

6) All materials developed for the Program must recognize the Health Foundation as specified in the "Graphic Standards & Grantee Communication Guidelines," which is found on the Health Foundation's website, www.pdnhf.org.

7) Grantee agrees to allow the Health Foundation to use all information about the Program, including (a) the grant amount and purpose, (b) photographs, (c) materials, (d) logos or trademarks, or (e) other information about Grantee, in any Health Foundation communication.

8) The Health Foundation reserves the right at any time to review, audit, or request reasonable access to any or all of Grantee's financial records. Grantee agrees to provide reasonable access to requested records to the Health Foundation.

9) Funds provided through this MOA shall not be used to lobby, influence the outcome of any election, or carry on any voter registration drive. (See below for definition of lobbying).

   "Lobbying shall mean intervening in any election or supporting or opposing any political party or candidate for public office, or engaging in any lobbying not permitted by IRC § 501(c)(3) or, if applicable, IRC §§ 501(h) and 4911."

10) Grantee must notify the Health Foundation immediately if Grantee changes its status from an exempt organization under IRC 501(c)(3) and is not still classified as a publicly supported organization pursuant to IRC § 509(a)(1), (2), or (3).

11) Grantee shall indemnify, defend and hold the Health Foundation, its officers, directors, agents, and employees harmless from any liability or loss resulting from judgments or claims against them arising from negligent acts or omissions of Grantee, its officers, agents, or employees pertaining to the activities to be carried out pursuant to this MOA; provided, however, that Grantee shall not indemnify and hold the Health Foundation harmless from claims arising out of the negligence or willful malfeasance of the Health Foundation, its officers, agents, or employees, or any person or entity not subject to Grantee's supervision or control.

Agreement is accepted by signing below.

"Health Foundation"
Paso del Norte Health Foundation

DocuSigned by:
By: Tracy J Yellen
57BC4124567B430...
Tracy J. Yellen, CEO

Date: 9/27/2021 | 11:56 AM MDT

"Grantee"
City of Alamogordo

DocuSigned by:
By: Mr. Brian Cesar
88A3441D5B524F8...
Mr. Brian Cesar, City Manager

Date: 9/27/2021 | 1:59 PM MDT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/12/2021 **Report Date:** 10/4/2021 **Report No:** 4.

Submitted By: Barbara Pyeatt

Subject: Consider, and act upon, award of IFB 2021-02 Dry Barrel Fire Hydrants to Morrison Supply Company in the amount of $178,539.15 excluding NMGRT. *(Barbara Pyeatt, Chief Procurement Officer)*

Fiscal Impact: 178,539.15
Amount Budgeted: $0.00
Fund: 081-0000-142-0312

Additional Fiscal Impact: Budgeted amount is by the revolving inventory account

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Recommendation: Approve the award as submitted

Background: IFB 2021-02 was advertised on September 5, 2021 and opened on September 17th 2021. Three responsive bids were received. Morrison Supply Company, Ferguson Waterworks and Core & Main.

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

BID TABULATION
Dry Barrel Fire Hydrant
IFB 2021-02
9/17/21 15:00

ITEM NO.	QTY EA	DESCRIPTION	Morrison Supply Clow Alamogordo		Ferguson Waterworks Clow Albuquerque		Core & Main Mueller Las Cruces	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
1	18	3' Bury, 5 1/4", Dry-Barrel Fire Hydrant. Per/AWWA C502, most recent revision, 6" MJ inlet.2 opposing 2-1/2" male fire hose nozzle connections and 1, 4-1/2" male fire hose pumper nozzle connection. All with caps, gaskets, and chains. Counterclockwise to open. Color will be Fire Engine Red.	$1,959.87	$35,277.70	$1,873.60	$33,724.80	$2,135.27	$38,434.86
2	20	3'6" Bury, 5 1/4", Dry-Barrel Fire Hydrant. Per/AWWA C502, most recent revision, 6" MJ inlet.2 opposing 2-1/2" male fire hose nozzle connections and 1, 4-1/2" male fire hose pumper nozzle connection. All with caps, gaskets, and chains. Counterclockwise to open. Color will be Fire Engine Red	$2,007.62	$40,152.34	$1,919.24	$38,384.80	$2,185.09	$43,701.80
3	19	4' Bury, 5 1/4", Dry-Barrel Fire Hydrant. Per/AWWA C502, most recent revision, 6" MJ inlet.2 opposing 2-1/2" male fire hose nozzle connections and 1, 4-1/2" male fire hose pumper nozzle connection. All with caps, gaskets, and chains. Counterclockwise to open. Color will be Fire Engine Red.	$2,055.83	$39,060.77	$1,965.33	$37,341.27	$2,235.14	$42,467.66
4	18	4'6" Bury, 5 1/4", Dry-Barrel Fire Hydrant. Per/AWWA C502, most recent revision, 6" MJ inlet.2 opposing 2-1/2" male fire hose nozzle connections and 1, 4-1/2" male fire hose pumper nozzle connection. All with caps, gaskets, and chains. Counterclockwise to open. Color will be Fire Engine Red	$2,103.11	$37,855.91	$2,010.53	$36,189.54	$2,284.93	$41,128.74
5	16	5' Bury 5 1/4", Dry-Barrel Fire Hydrant. Per/AWWA C502, most recent revision, 6" MJ inlet.2 opposing 2-1/2" male fire hose nozzle connections and 1, 4-1/2" male fire hose pumper nozzle connection. All with caps, gaskets, and chains. Counterclockwise to open. Color will be Fire Engine Red	$2,150.85	$34,413.62	$2,056.17	$32,898.72	$2,315.74	$37,051.84
		TOTAL BASE BID		$186,760.33		$178,539.13		$202,784.90
		Manufacturer	**Clow**		Clow		**Mueller**	

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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/12/2021 **Report Date:** 10/7/2021 **Report No:** 5.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, acceptance of a funding agreement from the Office of the State Engineer, in the amount of $900,000.00, for the rehabilitation of Bonito Lake Dam. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: $900,000.00
Amount Budgeted: $0.00
Fund: 081

Additional Fiscal Impact: No additional fiscal impact. Grant funding awarded, no match required.

Recommendation: Accept grant agreement from the Office of the State Engineer.

Background: The Office of the State Engineer received a legislative appropriation for statewide dam rehabilitation. Subsequently, they awarded a grant agreement to the City in the amount of $900,000.00 to plan, design, construct, rehabilitate and make improvements to Bonito Lake Dam. These funds will be used to supplement the Drinking Water State Revolving Fund funding of the recently awarded Bonito Lake Infrastructure Improvements project.

JOHN R. D'ANTONIO, JR., P.E.
STATE ENGINEER

DAM SAFETY BUREAU
5550 SAN ANTONIO DR, NE
ALBUQUERQUE, NM 87109
(505) 383-4113
(505) 383-4132 FAX
NM.DamSafety@state.nm.us

STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
Santa Fe

September 28, 2021

Mr. Bob Johnson
Engineering Manager
City of Alamogordo
1376 East Ninth Street
Alamogordo, NM 88310

Re: Bonito Lake Dam Grant Agreement

Dear Mr. Johnson:

Attached please find two originals of the Bonito Lake Dam Grant Agreement. Please review it, sign it, and send it back to us.

If you have questions, please feel free to contact me at 505-383-4134 or e-mail at charles.thompson@state.nm.us.

Best regards,

for
Charles Thompson, P.E.
Chief, Dam Safety Bureau

/md

Enclosure: Grant Agreement (two originals)

STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
BONITO LAKE DAM FUNDING AGREEMENT

THIS AGREEMENT is made and entered into this ______ day of _____________, 2021, by and between the New Mexico Office of the State Engineer, an agency of the State of New Mexico (hereinafter, "Agency" or "OSE"), and the City of Alamogordo, a municipal corporation (hereinafter, "Grantee") (collectively, "Parties"). This Agreement shall be effective as of the date it is executed by the Agency.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 54, Paragraph 2, the New Mexico Legislature appropriated to the Agency for expenditure in fiscal years 2019 through 2023, a certain amount of funds to plan, design, construct, rehabilitate and make improvements to publicly owned dams statewide; and,

WHEREAS, the Agency is charged with regulating dams in New Mexico, including design, construction and safety; and

WHEREAS, the Grantee is the owner of Bonito Lake Dam, a publicly owned dam in New Mexico that is in need of rehabilitation and improvements; and,

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

AGREEMENT

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

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

The information contained within this article, Article I., shall be collectively referred to as the "Project Description."

A. **Project**

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

The purpose of the Project is to plan, design, construct, rehabilitate and make improvements to Bonito Lake Dam

B. **Amount of Grant**

The amount of the grant is as follows:

Nine Hundred Thousand Dollars ($900,000.00)

C. **Reversion Date**

The reversion date for the funds is as follows:

June 30, 2023

To the extent that the Project, Appropriation Amount, or Reversion Date, as described in this Agreement, conflict with the appropriation language in the Law, the appropriation language in the Law shall control.

The Grantee shall reference the Project's number in all correspondence with, and submissions to, the Agency regarding the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the OSE has issued, and the Grantee has received a Notice of OSE's Obligation to Reimburse Grantee (hereinafter, "Notice of Obligation"). A Notice of Obligation form is attached to this Agreement as Exhibit 2.

B. This Agreement and the disbursement of any and all amounts of the Grant Amount to the Grantee are expressly conditioned upon the following:

1. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date or Early Termination Date as described in Article IV.C. (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the grantee and/or the services have been rendered for the grantee); and

2. The Amount received by the Grantee shall not exceed the amount of the Grant or the total of all amounts approved in the Notices of Obligation, whichever is lesser; and

3. The Grantee's expenditures were made pursuant to the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199; and

4. The Grantee's execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project (hereinafter referred to as "Third Party Obligations"); and

5. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX; and

6. The Grantee's submittal of documentation of all Third Party Obligations, and amendments thereto (including terminations), to the OSE and the OSE's issuance and the Grantee's receipt of a Notice of Obligation is governed by the following:

   a. The Grantee shall submit to the OSE one copy of all Third Party Obligations, and amendments thereto (including terminations), as soon as they are executed by the Third Party but before execution by the Grantee.

   b. The Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation issued by the OSE that covers the expenditure, the Grantee is solely responsible for such obligation.

   c. The OSE may, in its absolute discretion, issue to the Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the OSE to reimburse Grantee's expenditures made on or before the Reversion Date or Early Termination Date.

   d. The Notice of Obligation is effective as of the date it is signed by the OSE. Once the Notice of Obligation is in effect, the Grantee is authorized to budget the amount authorized by the OSE in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

ARTICLE III. <u>NOTICE PROVISIONS AND GRANTEE AND OSE DESIGNATED REPRESENTATIVES</u>

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

A. Grantee

1. The Grantee designates the person(s) listed below, or their successor, as their Official Representative(s) concerning all matters related to this Agreement:

Grantee: City of Alamogordo
Name: Bob Johnson
Title: Engineering Manager
Address: 1376 East Ninth Street
Alamogordo, NM 88310
Email: bjohnson@ci.alamogordo.nm.us
Telephone: (575) 439-4235 X 3
Fax: (575) 439-4343

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

Grantee: City of Alamogordo
Name: Evelyn Huff
Title: Finance Director
Address: 1376 East Ninth Street
Alamogordo, NM 88310
Email: ehuff@ci.alamogordo.nm.us
Telephone: (575) 439-4268
Fax: (575) 439-4103

B. OSE

1. The OSE designates the person(s) listed below, or their successor, as the Point of Contact for all matters related to this Agreement:

Agency: Office of the State Engineer
Name: Charles N. Thompson, P.E.
Title: Dam Safety Bureau Chief
Address: 5550 San Antonio Drive, NE
Albuquerque, NM 87109
Email: charles.thompson@state.nm.us
Telephone: (505) 383-4234
Fax: (505) 383-4132

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

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

A. The law appropriating the funds provides a date by which the funds for the Project must be expended by the Grantee (the "Reversion Date").

B. Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Agency, and it shall terminate on the reversion date (June 30, 2023) unless early termination occurs in accordance with Article V.

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

ARTICLE V. EARLY TERMINATION

A. This Agreement may be terminated early prior to the Reversion Date ("Early Termination") on any of the following grounds:

1. Completion of the Project prior to the Reversion Date

2. Expenditure of the entire Grant Amount prior to the Reversion Date

3. Violation of the terms of the Agreement

4. Suspected mishandling of public funds, including, but not limited to, fraud, waste, abuse, conflicts of interest

5. Termination by either party

   a. Either the OSE or the Grantee may early terminate this Agreement by providing the other party with written notice of the early termination at least fifteen (15) days in advance of the termination. The Grantee hereby waives any rights to assert an impairment of contract claim against the OSE or the State of New Mexico in the event of Early Termination of this Agreement by the OSE pursuant to Article V.

6. Insufficient appropriation of funds by the New Mexico Legislature

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

B. Limitation on OSE's obligation to make grant disbursements to the Grantee in the event of early termination:

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The OSE may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations. The OSE will notify the Grantee of any such directive in writing. Upon the receipt of such written notice by the Grantee:

1. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

2. The OSE will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

3. The OSE may direct the Grantee to implement a Corrective Action Plan in accordance with Article VI.D.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS AND INSPECTIONS

A. Database Reporting

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

B. Project Reports

On the last day of every month the Grantee shall submit the Engineers Construction Status Report (attached to this Agreement as Exhibit 2A) to the OSE designee in accordance with Article III, beginning with the first full month following execution of this Agreement by the OSE and ending upon the submission of the final Request for Payment for the Project.

C. Request for Additional Information and Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article XI, the OSE may: (i) request such additional information regarding the Project as it deems necessary, and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. The Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the OSE.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

1. The Grantee must submit one original and one copy of each Request for Payment; and

2. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee

may be reimbursed for unpaid liabilities only if the OSE, in its absolute discretion, agrees to do so and in accordance with any special conditions imposed by the OSE.

3. In cases where the Grantee is submitting a Request for Payment to the OSE based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the OSE or such shorter period of time as the OSE may prescribe in writing. The Grantee is required to certify to the OSE proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the OSE.

4. The Grantee must obligate 5% of the Grant Amount within six months of acceptance of this Agreement and must have expended no less than 85% of the Grant Amount six months prior to the reversion date.

B. Deadlines

1. Requests for Payment shall be submitted by Grantee to the OSE on the earlier of:

   a. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

   b. July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

   c. Twenty (20) calendar days from date of Early Termination; or

   d. Twenty (20) calendar days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

1. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

2. The Project will not benefit private entities in violation of applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

3. The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the OSE's express, advance, written approval.

4. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

1. The Grantee has the legal authority to receive and expend the Project's funds.

2. This Agreement has been duly authorized by the Grantee, the person(s) executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

3. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

4. The Grantee has independently confirmed that the Project Description, including, but not limited to, the Grant Amount and Reversion Date, is consistent with the underlying appropriation in law.

5. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

6. The Grantee shall abide by New Mexico laws regarding Conflicts of Interest and Governmental Conduct and whistleblower laws. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or

the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

7. The Grantee certifies that no funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub-awards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS PROJECT RECORDS

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the OSE shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Alamogordo may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Alamogordo's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamogordo or the Office of the State Engineer or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamogordo or the Office of the State Engineer."

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

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

"This contract is funded in whole or in part by funds made available under an Office of the State Engineer Grant Agreement. Should the Office of the State Engineer early terminate the grant agreement, the City of Alamogordo may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Alamogordo's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date. The Contractor hereby waives any rights to assert an impairment of contract claim against the OSE or the State of New Mexico in the event of Early Termination of this Agreement by the OSE."

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

GRANTEE

____
Signature of Official with Authority to Bind Grantee

____
Entity Name

By:____
(Type or Print Name)

Its:____
(Type or Print Name)

Date: ____

OFFICE OF THE STATE ENGINEER

By: ____ Date:_____________
John D'Antonio, Jr., P.E., State Engineer

Approved as to Agency budget sufficiency:

By: ____ Date:_____________
Jeff Primm, Director
Administrative Services Division

Approved as to legal form and sufficiency

By: ____ Date:_____________
Agency Legal Counsel

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: ____________

B. Address: ____________

(Complete Mailing, including Suite, if applicable)

____

City State Zip

C. Phone No: ____________

D. Grant No: ____________

E. Project Title: ____________

F. Grant Expiration Date: ____________

II. Payment Computation

A. Payment Request No. ____________

B. Grant Amount: ____________

C. AIPP Amount *(If Applicable)*: ____________

D. Funds Requested to Date: ____________

E. Amount Requested this Payment: ____________

F. Reversion Amount (If *Applicable*): ____________

G. Grant Balance: ____________

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : ____________

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

IV. ☐

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

V. ☐

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

____________	____________
Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)	**Grantee Representative**
____________	____________
Printed Name	Printed Name
Date: ____________	Date: ____________

(State Agency Use Only)

Vendor Code: ____________ **Fund No.:** ____________ **Loc No.:** ____________

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

____________		____________	
Division Fiscal Officer	Date	Division Project Manager	Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # 1

DATE: ____________________

FROM: Department Representative: Charles Thompson P. E.
TO: Grantee: xxxxxxxxxxxxxxx
Grantee Official Representative: ____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: XXXXXXXX
Grant Termination Date: XX-XX-XXXX

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

Vendor or Contractor: ____
Third Party Obligation Amount: ____

Vendor or Contractor: ____
Third Party Obligation Amount: ____

Vendor or Contractor: ____
Third Party Obligation Amount: ____

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

Grant Amount (Minus AIPP if application) ____
The Amount of this Notice of Obligation: _________________________
The Total Amount of all Previously Issued Notices of Obligation: _________________________
The Total Amount of all Notices of Obligation to Date: _________________________
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: Charles Thompson P. E.
Title: Dam Safety Bureau Chief
Signature: _____________________
Date: _____________________

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

ENGINEERS CONSTRUCTION STATUS REPORT*
EXHIBIT 2A
Prepared for the Office of the State Engineer Dam Safety Bureau

** To be Submitted with Reimbursement Request Form*

Project Name:

Project Number (DFA):

Interim Project Report ☐ Final ☐ Other ☐ ____________________________
Report Period: From ____ / ____ / ____ To ____ / ____ / ____

Field Orders Issued or Contemplated This Period:
No.____

No.____

No.____

Change Orders Issued or Contemplated This Period:
No.____ Net Change in Contract Price $ ________________
Justification:

Original Contract Price: $_________________ Current Contract Price: $ ______________

CONTRACT TIME: Original Completion Date or Days __________________
Current Completion Date or Days ___________________
Days Remaining for Completion ____________________
Percent Project is Complete _______% On Schedule? Yes ☐ No ☐

Briefly Describe Project Progress During This Period:

Issues Addressed During This Period (Indicate Any Issues That Remain Unresolved):

Engineer's Attestation:

Owner Concurrence:

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/12/2021 **Report Date:** 10/7/2021 **Report No:** 6.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, Resolution 2021-37 Declaring that a Vacancy Exists on the City Commission for District 1. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve Resolution 2021-37.

Background:

CITY CHARTER ARTICLE VI. - ELECTIONS
Section 3. B. Vacancies
A vacancy in the commission, including the office of mayor, shall be filled by appointment of the commission of a person qualified under Article V. The Commission must declare by resolution that a vacancy exists. The resolution declaring the vacancy must be adopted by the Commission within fifteen days of the vacancy. The Commission must appoint an eligible person by majority vote to fill the vacant office at the first regular meeting following the expiration of thirty days after the adoption of the resolution. If the Commission fails to make the appointment at that meeting, the Mayor must, within fifteen days, appoint an eligible person to fill the vacancy. The Commission may by ordinance establish the specific procedures for selecting an eligible person to fill a vacancy. The commissioner or mayor appointed or elected shall serve for the remainder of the unexpired term for which the commissioner or mayor who vacated the position was elected.

November 30, 2021 is the first meeting following the 30 days after adoption of Resolution declaring the Vacancy of District 1.

Schedule for appointment is as follows:

- October 13, 2021 - Candidate packets will be available
- November 10, 2021 - Deadline to submit Letter of Interest, Declaration of Candidacy, Disclosure Statement, and Affidavit of Voter Registration to City Clerk
- November 30, 2021, at Commission meeting - Interviews of Candidates (alphabetically) and possible Appointment
- December 14, 2021, at Commission meeting- Appointment by Mayor if no appointment was made

on November 30th

Article V - Qualifications for Candidacy

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

Section 2. Candidates for District Offices

Candidates for District Offices must reside in the District they seek to represent.

RESOLUTION No. 2021-37

RESOLUTION DECLARING THAT A VACANCY EXISTS ON THE CITY COMMISSION FOR DISTRICT 1

WHEREAS, Article VI, Section 3.B of the Alamogordo City Charter provides that if a vacancy occurs on the City Commission, including the office of the Mayor, the Commission shall appoint a qualified person under Article V to fill the vacancy after declaring by resolution that a vacancy exists; and

WHEREAS, on October 7, 2021, Commissioner Jason Baldwin submitted his resignation thereby creating a vacancy in the District 1 position.

NOW THEREFORE BE IT RESOLVED THAT the Alamogordo City Commission, pursuant to the provisions of the City Charter, do hereby declare that the Office of City Commissioner for District 1 is vacant.

BE IT FURTHER RESOLVED THAT this Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of______________, 2021

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

____
Richard Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Bengoechea, City Attorney

ARTICLE VI. - ELECTIONS

Section 3. Vacancies.

A. A vacancy occurs upon an elected officer's death, recall, resignation, or, as to Commissioners, upon termination of residency in the district represented, or upon absence from Commission meetings for a consecutive period exceeding sixty (60) days, unless a majority of the remaining incumbent City Commissioners vote to retain the absent Commissioner or the absent Mayor for an additional sixty (60) days, which vote must take place at the next following regular meeting.

B. A vacancy in the commission, including the office of mayor, shall be filled by appointment of the commission of a person qualified under Article V. The Commission must declare by resolution that a vacancy exists. The resolution declaring the vacancy must be adopted by the Commission within fifteen days of the vacancy. The Commission must appoint an eligible person by majority vote to fill the vacant office at the first regular meeting following the expiration of thirty days after the adoption of the resolution. If the Commission fails to make the appointment at that meeting, the Mayor must, within fifteen days, appoint an eligible person to fill the vacancy. The Commission may by ordinance establish the specific procedures for selecting an eligible person to fill a vacancy. The commissioner or mayor appointed or elected shall serve for the remainder of the unexpired term for which the commissioner or mayor who vacated the position was elected.

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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/12/2021 **Report Date:** 10/7/2021 **Report No:** 7.

Submitted By: Teresa Gutierrez

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

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: One appointment to the Mayor's Committee on Aging, and one appointment to the Parks and Recreation Board.

Background:

Alamogordo Promotion Board - One (1) vacancy for a Lodging Representative position due to the expiring term of Jessica Blackwell.
No applications received.

Alamogordo Public Library Board - Two (2) vacancies.
No applications received.

Cemetery Board - One (1) vacancy due to the expiring term of Chris Hilliard.
No applications received.

Mayor's Committee on Aging - Three (3) vacancies, due to the expiring terms of Jose Rodriguez, and Sue Kent.
The following individual is interested in being reappointed:
Jose Rodriguez - If reappointed, this will be his third term.

Parks and Recreation Board - One (1) vacancy.
The following individual is interested in being appointed:
Kristina Marzano - If appointed, this will be her first term.

Senior Volunteer Programs Advisory Council - One (1) vacancy due to the expiring term of Samuel Davis.
No applications received.

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

RECEIVED
OCT 01 2021
CITY CLERK

PLEASE COMPLETE THE FOLLOWING INFORMATION AND RETURN TO:

tgutierrez@ci.alamogordo.nm.us

Or mail to: *Teresa Y. Gutierrez*
Deputy City Clerk
City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310

Mayor's Committee on Aging

X *Yes, I am interested in reappointment.*

☐ *No, I am no longer interested in serving on this Board.*

Printed Name: Jose Rodriguez

Home Phone: ______ Work Phone: ______

Cell Phone: 615-594-9338

E-mail address: JRodriguez@GCRMC.ORG

Physical Address: 3345 Sequoia Ave, Alamogordo NM 88310

Is the above address within City limits? Yes ✓ No ___

Mailing Address: Same as above

Present Employer: Gerald Champion Med CTR Job Title: Director CIS

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

Yes ___ No ✓ If so, what is their relation to you? ______

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

Yes ___ No ✓ If so, what is their relation to you? ______

Please indicate your interest in continuing to serve on this Board/Committee: ______

I am interested to continue to serve the senior community by helping the Mayor's Committee on Aging

Signature [signature]

10/1/2021
Date

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

First Name:	Kristina
Last Name:	Marzano
Phone Number:	5754309216
Email Address:	senji@bajabb.com
Physical Address:	2406 Harvard Avenue
City:	Alamogordo
State:	NM
Zip Code:	88310
Is the above address within City Limits?	Yes
Mailing Address:	2406 Harvard Avenue
City:	Alamogordo
State:	NM
Zip Code:	88310
Present Employer:	Self
Job Title:	English Tutor
Board/Committee you would like to serve on (1st choice):	Parks & Recreation Board
Board/Committee you would like to serve on (2nd choice):	Public Library Board
Are you related to anyone who is presently employed by the City of Alamogordo?	No
If so, what is their relation to you?	*Field not completed.*

Are you related to an Elected Official of the City of Alamogordo?	No
Is so, what is their relation to you?	*Field not completed.*
Experience and education relating to the Board/Committee:	(Parks and Rec): Runner for over 30 years, have participated in many local fun runs and races in other cities as well. Interested in fitness and the outdoors. (Library): Frequent patron of the library for many years, teaching & tutoring experience.
Please indicate your interest in serving on a City Board/Committee:	I have been a resident for 34 years, worked for the local chamber of commerce for 5 years (including tourism promotion) and am invested in the community and would like to donate free time as a way of giving back and helping to improve quality of life for all.