



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

July 11, 2023 - 6:30 PM

Donald E. Carroll City Commission Chambers
City Hall, 1376 E. Ninth Street

Susan L. Payne Mayor
Dusty Wright Mayor Pro -Tem, District 6
Nick Paul District 1
Stephen Burnett District 2
Karl Melton District 3
Josh Rardin District 4
Sharon McDonald District 5

Stephanie Hernandez Acting City Manager
Ashley Smith City Attorney
Rachel Hughs City Clerk

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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.

1. Approve the minutes for the June 27, 2023, Regular Commission meeting. *(Rachel Hughs, City Clerk)*
2. Approve the statements related to the Executive Closed Session held on June 27, 2023. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, the adoption and final publication of Ordinance 1678 to amend sections of the City Charter to mirror State Statutes and the New Mexico Election Code. *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**
4. Consider, and act upon the adoption and final publication of Ordinance 1679 adopting a municipal gross receipts tax. *(Stephanie Hernandez, Acting City Manager & Richard Denton, Police Chief)* **(Roll Call Vote Required)**
5. Consider, and act upon, approval of the Annual Reports from City Boards, Commissions, and Committees for Fiscal Year 2023. *(Rachel Hughs, City Clerk)*
6. Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY24 contract for Direct Purchase of Services for senior programs, the total amount budgeted is \$510,892.63. *(Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)*
7. Consider, and act upon, approval of an agreement with the New Mexico Economic Development District, Non-Metro Area Agency on Aging (NM-AAA) for the Nutrition Services Incentive Program, the total amount budgeted is \$61,016.00. *(Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

8. Consider and act upon Resolution 2023-25, declaring 1703 Dewey Lane to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace, or safety and ordering its abatement. *(Josh Sides, Code Enforcement Manager)* **(Roll Call Vote Required)**
9. Consider and act upon Resolution 2023-26, declaring 1109 Michigan Avenue to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace, or safety and ordering its abatement. *(Josh Sides, Code Enforcement Manager)* **(Roll Call Vote Required)**
10. Consider, and act upon, Ordinance 1670 for the first publication to approve a Local Economic Development Project for Secured Assistance Proposed by Learn New Mexico. *(Michelle Perry, CEO Learn New Mexico LLC)* **(Roll Call Vote Required)**

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/11/2023

Report Date: 07/03/2023

Report No: 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the June 27, 2023, Regular Commission meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., DONALD E. CARROLL COMMISSION CHAMBERS
June 27, 2023**

**SUSAN PAYNE, MAYOR
SHARON McDONALD, COMMISSIONER
JOSH RARDIN, COMMISSIONER
STEPHEN BURNETT, COMMISSIONER
NICHOLAS PAUL, COMMISSIONER**

**DUSTY WRIGHT, MAYOR PRO-TEM
KARL MELTON, COMMISSIONER
STEPHANIE HERNANDEZ, ACTING CITY MANAGER
ASHLEY SMITH, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

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

Mayor Payne called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present. Invocation was given by Pastor John Krall and the Pledge of Allegiance was led by Mayor Pro-Tem Wright.

APPROVAL OF AGENDA

**Commissioner Burnett moved to approve the agenda.
Commissioner McDonald seconded the motion.
Motion carried with a vote of 7-0-0.**

PUBLIC COMMENT

Kimberly Pineda said she had property at 710 Dooley and has been trying to get a carport built. She said she previously spoke with City Planner Rael, who went out and checked her property. Ms. Pineda said carports on both sides of her and across the street do not meet the same specifications she is being asked to meet. She said that City Planner Rael told her she would speak with City Attorney Smith to try to get that approved but was told that was a no-go. She said this was her next step to try to get this approved. Mayor Payne said this was not an action item, but perhaps we could get something figured out. Acting City Manager Hernandez said she thought this was coming at the next commission meeting. Mayor Payne said that we would discuss it at the next commission meeting.

Donna Turnbull said she wanted to find out the status of the park by the fire station at the top of 10th Street. She said there are signs on Paiute; she had no problem with the signs the City put up saying no dumping in the area, but she had a great problem with the signs saying no trespassing and violators will be prosecuted. Apparently, she is a violator and needs to be prosecuted. She said she had walked those foothills. A lot of people abide by the signs and laws, and those people have been riding their bicycles on the cleared-off property there, not harming a soul, building a few little things, and having a great time for the last 40 years she has lived up there. Now those little kids do not have a park and cannot be in the natural desert. She said she had not heard of injury on that property and was disgusted when she saw a police officer with his lights on up there. About six weeks ago, there was a young couple holding hands, no kids, just going to take a walk. He had to pull up with his lights on and have a conversation with them. If the signs must stay, she insists they go up on every piece of City property around town.

Commissioner Rardin asked if we owned that property. Mayor Payne said yes. He asked how far up that was and if they put signs where BLM starts. Police Chief Denton said those signs were put up at the request of a resident who lives right next to where the land has been cleared off. He said he was talking of the north end of the fire station, all the way to where the houses start up again. It was due to motorcycle and four-wheeler traffic that was clearly a neighborhood problem. It was a choice by

previous City management to put no-trespassing signs to control some of that, but they still get calls up there all the time. Commissioner Rardin asked if it would be possible for us to change the sign to no offroad vehicles rather than no trespass. Police Chief Denton said that is above his pay grade. Commissioner Rardin said there are a lot of walking trails there. Police Chief Denton said that some of it is BLM, some of it is State, and some of it is private. He said a fence goes across that A Trail now, and he did not know who owned that area. He said that Ms. Burns has that. Mayor Payne said that she got a call a week ago from her. It is an issue for the neighbors.

Commissioner Rardin asked if staff could look into the options for that area and bring that back later or send that to us in an email.

CITY MANAGER'S REPORT

Acting City Manager Hernandez made the following remarks:

1. To address Commissioner Rardin, we will look at it and see if it is a matter of what vehicles the constituents had. If it is, we can probably do what Commissioner Rardin said and say no motorized vehicles. We will look at it and bring it back if we have to.
2. Regarding Paiute Park, she had the design sent to her by Parks Supervisor Erik Marion and Parks & Recreation Director Bass. She had not brought it back yet because she wanted to bring a whole presentation of all of our Parks. We can probably do that in July. The design they have looks beautiful.
3. The railroad sent us the scope of work for the electrical work that was needed. We put it out for bids, and it came back on Monday. She said they signed the contract with Stone Electric and will start next week. They expected two to two and half weeks to do the trenching, but they also needed to do line locates. Assuming all goes well, we should open it hopefully in August. Once we get the electrical work, it is just a matter of the railroads connecting the arms and signals.
4. She emailed the Commission last night about the street assessment. That was just the preliminary report. There were a lot of reports, but that is probably the most useful, as it tells you the road conditions.
5. She said she was happy to announce that Deputy Chief Kunihiro has accepted the position of Police Chief, effective today. Both Chiefs are preparing for a smooth transition. Chief Denton's last day in the office is Friday, and his last official day with the City is July 21st.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner McDonald made the following comments:

The contractors for the Dudley School were delayed due to a CID permit. All permits have now been reviewed and approved, and the contractors are to get back in there. This will complete everything that needs to be done inside the building and allow the volunteers to go back inside the building to do some painting. Joe Lewandowski, who is over this project, will make a list of dates for volunteers.

The Cleanup will be on July 15th. If we get enough volunteers, we will include Dudley School as a location to go out and clean up. This will help eliminate weeds and trash dumped on the property.

Last week, Mayor Payne, Acting City Manager Hernandez, and the Parks and Recreation Department were at the Dudley School. We had Zack Pinero from the National Hispanic Cultural Center, or NHCC, there. The NHCC contacted the Tularosa Basin Historical Society regarding partnering in the new Ambassador Program. The program will add new resources to the effort, and they will assist in any manner they can. Their mission is to offer their resources in preserving and educating all persons about the Hispanic culture through art, music, dance, promotion, and historical archives. It is a great honor to have an organization of this stature recognize the Dudley School Community Center and Park. Mr. Pinero said he would recommend accepting the Dudley School to the Ambassador Program

and notify the Secretary of Cultural Affairs and the Governor. She said that Mr. Lewandowski did not obligate the City in any fashion. Once the offer is official, the Tularosa Basin Historical Society, City Staff, and the Commission will review it and decide.

Commissioner Rardin made the following comments:

He said he asked about Oregon Avenue at the last meeting, and they got their explanation on it. When we go about this road study, he wants to see that road put into the mix. It stated in the email that it would cost \$5,000,000, but if it costs \$5,000,000 today, what will it cost if we do this in another ten years? He said we should do this even if we must do it in phases. He said the road had not been touched since '86 or '88. We have no shortage of bad roads to deal with, but that is a main one that needs attention.

He said there was a post on Facebook about a spray park. Someone said they wanted to come to the Commission and request that they build a spray park. When we do our Park Study, could we get a rough idea of what it would cost to put one of those in? We previously looked at it with Kids Zone. Mayor Payne asked if a spray park was like a splash pad. He said yes, like that, like one in Las Cruces. More than likely, it would be too expensive at this point, but he asked for a rough guess or estimate as to what it would cost. Acting City Manager Hernandez said that Mark Threadgill had plans, and everything was set out. If we still had that, we could dust that off, look at it, and use it as a starting point. Commissioner Rardin said we need to update it with today's pricing.

Mayor Payne made the following comments:

She said she was excited to see Ridgecrest getting done. She made a Juneteenth Proclamation. She thanked City staff for getting air back in the Commission Chambers. Acting City Manager Hernandez said that Facility Maintenance was waiting on the part and harassing the company to get it. Once the part came, they stopped everything to get it done. She said that Engineering Manager Bob Johnson was retiring and congratulated him.

CONSENT AGENDA

- 1. Approve the minutes for the June 13, 2023, Regular Commission meeting. (Rachel Hughs, City Clerk)**
- 2. Approve the statements related to the Executive Closed Session held on June 13, 2023. (Rachel Hughs, City Clerk)**
- 3. Consider, and act upon, the adoption and final publication of Ordinance 1677, Z-2023-0004(A), a map amendment to change the current zoning of the property located at 1200 Ohio Avenue from R-4 Multi-Family Dwelling District to R-3 Two Family Dwelling District. (Sean McGranaghan, Assistant City Planner) (Roll Call Vote Required)**
- 4. Consider, and act upon, the award of IFB 2023-03 Sampling Stations to Morrison Supply Company in the amount of \$64,496.60 excluding tax. (David Nunnelley, Utilities Director)**
- 5. Consider, and act upon, Resolution 2023-27 authorizing the release of certain liens that fall outside the statute of limitations. (Ashley Smith, City Attorney) (Roll Call Vote Required)**
- 6. Consider, and act upon, the Alliance of Regional Military Support (ARMS) contract. (Stephanie Hernandez, Acting City Manager)**

7. Consider, and act upon, HUD Form 50077-CR Civil Rights Certification. (Evelyn Huff, Finance Director)

8. Consider, and act upon, Resolution 2023-28 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 27, 2023. (Evelyn Huff, Finance Director) (Roll Call Vote Required)

Mayor Pro-Tem Wright moved to approve the Consent Agenda.

Commissioner McDonald seconded the motion.

Roll Call Vote was taken.

Motion carried with a vote of 7-0-0.

NEW BUSINESS

9. Consider and act upon, Land Exchange Between the City of Alamogordo and Alamogordo Public Schools, for properties located at 1401 Collage Ave and Fairgrounds Road. (Stephanie Hernandez, Acting City Manager and Belinda Bass Parks & Recreation Director)

Acting City Manager Hernandez said that in November 2020, the City did a land swap with Alamogordo Public Schools. We swapped our Hang Glider Park with their Chaparral. It was approved by both entities so that they could build a new middle school on Hang Glider Park. Unfortunately, recently, the school faced additional obstacles. That area was zoned to be in the 100-Year Flood Zone, requiring additional collaboration with FEMA and the Army Core of Engineers and additional time. Acting Superintendent Pamela Renteria is here previously wrote a letter to all the Commission that gave additional information. There were three options presented to us by Deputy Superintendent Colleen Tagle. The first two were basically leave as-is, and then they could rent back the Chaparral property from us and build the school there. We weren't excited about that because we would have another Oregon School situation. The second was to leave as-is, but they would have to build berms, and we would have to give them access to our property, plus the hospital would too. The third option would be to reverse the land swap and do another land swap giving us back Hang Glider Park, and then they would take over Chapparral's side again. Before making any recommendations, she said she worked with Park Manager Marion and had asked him to look at it to determine if the land had deteriorated. She said he was happy to hear that we were considering this. There was no real deterioration to the land, but it would take minor renovations. She said that Parks and Recreation Director Bass also went out there to look at it. Parks and Recreation Director Bass and Park Manager Marion both liked the green space. The City has not encumbered any expenses to develop Chaparral because it is still in session. She said that Parks and Recreation Director Bass, Park Manager Marion, and herself recommended approving the land swap to get our park back and more green space. That was utilized for a lot of sports out on Griggs Field, so it could be overflow or practice fields or whatever they plan to develop on it. She said that Deputy Superintendent Colleen Tagle and Acting Superintendent Pamela Renteria were here tonight if the Commission had any questions regarding the report.

Commissioner Burnett moved to approve.

Mayor Pro-Tem Wright seconded the motion.

Motion carried with a vote of 7-0-0.

10. Consider, and act upon, Case V-2023-0003(A), property owners Donald R. & Evelyn B. Carlson are requesting to be granted a variance to decrease the lot size requirement per ordinance 29-03-270 from 6000SF to 4001SF for 804 Crouch Dr. and 4490SF for 2507 Alaska Ave. (Stella Rael, City Planner)

City Planner Rael said this would sound familiar to the Commission because she brought this before them in March for a rear setback. She said that the owners are trying to retire and divide the property and sell off the set of apartments facing Alaska Avenue. They do not have the lot size requirement of six thousand feet and need every other setback. Staff is recommending approval. City Planner Rael proceeded with her presentation and findings of fact.

Mayor Pro-Tem Wright asked if the utilities for the property would be crossing properties. City Planner Rael said no, it will not affect anything except the lot size requirement.

Commissioner Rardin asked if they would have ample room for parking. City Planner Rael said yes, it will not change anything except for the lot size requirement. Their yards will be a little smaller.

Commissioner Rardin moved to approve.

Commissioner Melton seconded the motion.

Motion carried with a vote of 7-0-0.

11. Discuss a possible joint workshop with the Otero County Commission. (Josh Rardin, District 4 Commissioner)

Commissioner Rardin said a County Commissioner approached him to see if we could work together on certain things and what projects everyone was working on to see if we could bring some of our Capital Outlay money together. He wanted to bring this to the Commission's attention and see if they favored setting up a meeting to sit down with our County counterparts. Mayor Payne said that County Commissioner Barela spoke to her about this last week. Was that the same County Commissioner that approached you? Commissioner Rardin said yes. Back in 2018, he requested a meeting with Otero County that never happened. It would be a good idea to sit down with them. There are numerous areas to work together on in the City. Maybe we could save the taxpayers some money.

Commissioner McDonald asked Commissioner Rardin what the City Commission and County Commission had in common in the past. He said we share constituents. She said she was asking about projects. He said that we could sit down and talk about consolidating Animal Control into one large deal rather than having two. PSAP and Solid Waste at the Convenience Centers were others; we have one, but they have fifteen across the County. Maybe we could contribute money to Otero County and have them run ours for us. There may be a project that the City and County both want to contribute to. If we could give \$800,000, and they give that too, that gives a larger pool of money to work together on. It has been a long time since the City and County sat down and talked to each other. Maybe this is the start of something new. Mayor Payne said it was 2016.

Commissioner Melton asked Commissioner Rardin what he was thinking logistically; would we meet here or in the Chambers? Commissioner Rardin said wherever it could even be at the Civic Center. Mayor Payne said the last one was at the Civic Center. Commissioner Rardin said we could do it as a workshop, so no action would be taken, but we could have a conversation, and the public could attend. Even if nothing came from the meeting, we at least sat down and conversed.

Commissioner Paul asked if it would be worthwhile to have some sort of agenda and said he was open to this. Commissioner Rardin said we could have four or five items to discuss and keep the meeting short.

Mayor Payne said we should find out if the other two County Commissioners feel the same way. Commissioner Rardin said it is on their agenda at their next meeting.

Commissioner McDonald said another big deal that came up earlier was our internet connection in this area. Commissioner Rardin said the County has been working on that broadband deal. We could join them to get some funding, maybe talk to our State legislators and let them know we are working on this together and ask for help. That is a good one that should be on the agenda if the meeting happens.

Mayor Payne asked Acting City Manager Hernandez what the next step was. Acting City Manager Hernandez asked what direction the Commission wanted staff to take. Commissioner Rardin said it is based on whether the County wants to have a meeting. Mayor Payne said as long as there is some type of real agenda. Commissioner Paul said if they brought two things, and we brought two things, we could both have some specific topics to discuss rather than having too much and wasting everyone's time. Mayor Payne said the direction to staff would be to see what the Otero County Commission says at the next meeting, and then reach out to see if they are open to it. Acting City Manager Hernandez said we could do that.

EXECUTIVE SESSION

12. Adjourn into Executive Closed Session in compliance with 10-15-1(H)(2) NMSA (as amended) to discuss: Limited Personnel Matters (City Manager). (Roll Call Vote Required)

Commissioner McDonald moved to adjourn at 7:14 p.m.

Mayor Pro-Tem Wright seconded the motion.

Motion carried with a vote of 7-0-0.

ADJOURNMENT

Mayor Susan L. Payne

ATTEST:

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy City Clerk)
Approved at the Regular Meeting held on July 11, 2023.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/11/2023

Report Date: 06/29/2023

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Closed Session held on June 27, 2023. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: The statement is required per the Open Meetings Act.

Background:

Approve the following statements authorizing them to be included in the minutes of July 11, 2023: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on June 27, 2023, an Executive Closed Session was held and matters discussed in the closed meeting were limited only to: Limited Personnel Matters (City Manager).

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/11/2023

Report Date: 06/14/2023

Report No: 3.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, the adoption and final publication of Ordinance 1678 to amend sections of the City Charter to mirror State Statutes and the New Mexico Election Code. *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Adopt the ordinance.

Background: The Commission approved the ordinance for first publication by a vote of 5-0 during the June 13, 2023 commission meeting.

New Mexico Election Code 1-22-3.2. Municipalities; municipal election provisions; adjustment of dates and charter amendments for procedures affected by the Election Code;

C. At the discretion of the municipality, a municipality with a charter may amend its charter by ordinance or as otherwise provided by the municipality to conform its ordinances or charter with the requirements of the Election Code and other applicable state or federal laws related to elections.

Amendments

ARTICLE VII. - THE GOVERNING BODY

Section 3. Term of Office.

Add - on the first Tuesday after the first Monday in November of each odd-numbered year.

In 2018, the City Commission by Ordinance opted-in to the Regular Local Election.

Removing - old language

ARTICLE X. - INITIATIVE, REFERENDUM, AND RECALL

Section 1. Initiative.

Section 2. Referendum.

Section 3. Recall.

Changing language to mirror state Statutes and the New Mexico Election Code.

Correcting a few grammatical errors.

ORDINANCE NO. 1678

AN ORDINANCE AMENDING ARTICLE VII. THE GOVERNING BODY, SECTION 3. TERM OF OFFICE AND ARTICLE X, SECTIONS 1. INITIATIVE 2. REFERENDUM 3. RECALL, OF THE CITY OF ALAMOGORDO CHARTER

WHEREAS, on January 10, 2023, the City Commission established a Charter Committee to review the effectiveness of the Charter pursuant to Article XII Section 3(B) of the City Charter; and,

WHEREAS, the Charter Committee made recommendations to the City Commission to amend the City Charter; and,

WHEREAS, pursuant to New Mexico Election Code 1-22-3.2. C. At the discretion of the municipality, a municipality with a charter may amend its charter by ordinance or as otherwise provided by the municipality to conform its ordinances or charter with the requirements of the Election Code and other applicable state or federal laws related to elections; and,

WHEREAS, the City Commission has determined that the following amendments be made to the City Charter.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico, that Article VII The Governing Body, Section 3. Term of Office and Article X, Sections 1. Initiative 2. Referendum 3. Recall, of the City of Alamogordo Charter, be amended as follows:

ARTICLE VII. THE GOVERNING BODY

Section 3. Term of Office.

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

- ~~(A) municipal officers elected or appointed to a term ending in 2020 shall serve until December 31, 2019, the new term of the position shall be elected at the regular local election in November 2019, and the new term shall commence January 1, 2020.~~
- ~~(B) municipal officers elected or appointed to a term ending in 2022 shall serve until December 31, 2021, the new term of the position shall be elected at the regular local election in November 2021, and the new term shall commence January 1, 2022~~

ARTICLE X. INITIATIVE, REFERENDUM, AND RECALL

Section 1. Initiative.

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

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

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

"for" and

"against,"

with spaces for crosses after each word.

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

Section 2. Referendum.

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

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

"for" and

"against,"

with spaces for crosses after each word.

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

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

Section 3. Recall.

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

- (a) unless the regular City election occurs within ninety (90) days.
- (b) but shall not be conducted later than one hundred eighty (180) days from the end of the term for the office for which the recall of the named official is sought.

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

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

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

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney

PROPOSED RECOMMENDATIONS BY THE CITY CHARTER COMMITTEE – 5/9/2023

Added changes per City Attorney 6/6/2023

Grey are amendments for election

Yellow are amendments by Ordinance

PART I CITY CHARTER

PREAMBLE

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

ARTICLE I. INCORPORATION AND POWERS

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

ARTICLE II. FORM OF GOVERNMENT

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

ARTICLE III. ELECTORS

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

ARTICLE IV. ELECTED OFFICERS

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

ARTICLE V. QUALIFICATIONS FOR CANDIDACY

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

Section 1. Candidates-at-Large.

Candidates-at-Large must reside within the city.
(Amd. of 3-1-16)

Section 2. Candidates for District Offices.

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

(Amd. of 3-1-16)

Section 3. Disclosure.

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

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

ARTICLE VI. ELECTIONS

Section 1. Regular City Elections.

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

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

Section 2. Elections.

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

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

Section 3. Vacancies.

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

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

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

Section 4. Non-Partisan Elections.

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

ARTICLE VII. THE GOVERNING BODY

Section 1. Equality of Commissioners.

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

(Amd. of 3-6-12)

Section 2. Composition.

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

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

Section 3. Term of Office.

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

- (A) ~~municipal officers elected or appointed to a term ending in 2020 shall serve until December 31, 2019, the new term of the position shall be elected at the regular local election in November 2019, and the new term shall commence January 1, 2020.~~
- (B) ~~municipal officers elected or appointed to a term ending in 2022 shall serve until December 31, 2021, the new term of the position shall be elected at the regular local election in November 2021, and the new term shall commence January 1, 2022~~

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

Section 4. Districts.

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

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

Section 5. Meetings.

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

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

(Amd. of 3-1-16)

Section 6. Compensation.

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

(Amd. of 3-1-16)

Section 7. Incompatibility of Offices.

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

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

ARTICLE VIII. MAYOR AND MAYOR PRO-TEM

Section 1. Selection; Term; Removal.

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

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

Section 2. Powers and Duties of Mayor.

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

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

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

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

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

ARTICLE IX. THE MUNICIPAL JUDGE

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

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

ARTICLE X. INITIATIVE, REFERENDUM, AND RECALL

Section 1. Initiative.

- A. Upon petition, signed by the qualified electors in a number ~~no less~~ **more** than twenty (20) percent of the average number of voters who voted at the previous four (4) regular City elections or ~~no less~~ **more** than twenty (20) percent of the number of voters who voted at the previous regular City election, whichever is the greater, any measure may be proposed to the Commission for enactment within thirty (30) days of the date of filing **verification of** the petition. If the Commission: (1) fails to act, (2) acts adversely, or (3) amends the proposed measure, the Commission shall ~~call a special election in not less than thirty (30) days nor more than sixty (60)~~ **within ten (10) days of the expiration of the thirty (30) day period, adopt an election resolution calling for the holding of a special election within ninety (90) days of the thirty (30) day period** for the purpose of submitting the measure to the electorate.
- B. The ballot shall contain the proposed measure and the measure as amended, if the Commission amends the proposed measure. After each measure there shall be printed the words:
- "for" and
- "against,"
- with spaces for crosses after each word.
- C. The measure receiving a majority of the votes cast on that measure in its favor is adopted. If each measure receives a majority of votes cast on that measure in its favor, the measure receiving the greatest number of votes cast in its favor is adopted.

Section 2. Referendum.

- A. If within thirty (30) days following the adoption of an ordinance or resolution by the Commission, a petition, signed by the qualified electors, in a number ~~no less~~ **more** than twenty (20) ~~per cent~~ **percent** of the average number of voters who voted at the previous four (4) regular City elections or ~~no less~~ **more** than twenty (20) ~~per cent~~ **percent** of the number of voters who voted at the previous regular City election, whichever is greater, is presented to the Commission asking that the ordinance or resolution in question be submitted to a special election for its adoption or rejection, the ordinance or resolution shall become ineffective ~~and the Commission shall provide for an election on the measure within sixty (60) days of the filing of the petition.~~ **upon verification of the petition and the Commission shall within ten (10) days of verification adopt a resolution calling for the holding of a special election on the measure within ninety (90) days of the verification of the petition.**
- B. The ballot shall contain the text of the ordinance or resolution in question. Below the text shall be the phrases:
- "for" and
- "against,"
- with spaces for crosses after each word.
- If a majority of the votes cast favor the measure, it shall take effect immediately. If a majority of the votes cast are against the measure, it shall not take effect.
- C. If an ordinance or resolution is an emergency measure, it shall go into effect immediately, but it shall be subject to repeal by an adverse majority at a referendum election.
- D. The referendum procedure of this section shall not be available for any ordinance authorizing bonds or other obligations where such ordinance, bonds or other obligations previously have been approved at a City election.

Section 3. Recall.

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

- (a) unless the regular City election occurs within ninety (90) days.
- (b) but shall not be conducted later than one hundred eighty (180) days from the end of the term for the office for which the recall of the named official is sought.

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

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

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

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

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

ARTICLE XI. THE CITY MANAGER

Section 1. Qualifications; Appointment.

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

(Amd. of 3-1-16)

Section 2. Duties.

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

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

(Amd. 3-1-16)

ARTICLE XII. THE CHARTER

Section 1. Saving Clause.

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

Section 2. Severance Clause.

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

Section 3. Amendment or Repeal; Periodic Review.

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

Section 4. Effective Date.

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

Section 5. Reserved.

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

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

CITY OF ALAMOGORDO, NEW MEXICO

a municipal corporation

By /s/ HENRY P. PACELLI

MAYOR

ATTEST:

/s/ ANGIE J. RAHN, CITY CLERK

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/11/2023

Report Date: 06/14/2023

Report No: 4.

Submitted By: Stephanie Hernandez

Subject: Consider, and act upon the adoption and final publication of Ordinance 1679 adopting a municipal gross receipts tax. (*Stephanie Hernandez, Acting City Manager & Richard Denton, Police Chief*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Projected increase in revenue of \$1,140,780.26

Projected increase in salary expense of \$846,149.47

Recruitment Incentives: Cannabis Tax.

Recommendation: Adopt the ordinance.

Background:

The Commission approved the ordinance for first publication by a vote of 5-0 during the June 13, 2023 commission meeting.

ORDINANCE NO. 1679

AN ORDINANCE ADOPTING A MUNICIPAL GROSS RECEIPTS TAX

WHEREAS, the Alamogordo Police Department has seen a significant decrease in recruitment and retention in the last five years among certified police officers and is unable to retain uncertified officers after they become certified and:

WHEREAS, the City Commission realizes the need for certified Police Officers for the safety of our community and the safety of our citizens, and the city continues to lose certified Police Officers for pay issues, and after analyzing multiple Law Enforcement agencies within the State of New Mexico, it has been determined the City of Alamogordo pays its Police Officers significantly lower than most agencies in the State and does not offer nearly the sign on compensation other city's offer and:

WHEREAS The City Commission recognizes the hiring cost associated with certified Police Officers alone, and not retaining them raises the cost, therefore, the City Commission recognizes the need to increase the salary and hiring incentive for Police Officers in the City to help retain officers for a longer period of time.

BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico enact a municipal gross receipts tax as follows:

Section 1. Imposition of Tax. There is imposed on any person engaging in business in this municipality for the privilege of engaging in business in this municipality an excise tax equal to .1250% of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the Municipal Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "unrestricted municipal gross receipts tax."

Section 2. General Provisions. This ordinance hereby adopts by reference all definitions, exemptions, and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions. No municipal gross receipts tax shall be imposed on the gross receipts arising from:

- A. transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality;
- B. a business located outside the boundaries of a municipality on land owned by that municipality for which a state gross receipts tax distribution is made pursuant to Subsection C of Section 7-1-6.4 NMSA 1978; or
- C. direct broadcast satellite services.

Section 4. Dedication. This tax is dedicated to the general fund and operational expenses.

Section 5. Effective Date. The effective date of the municipal gross receipts tax shall be either January 1, or July 1, whichever date occurs first after the expiration of three months from the date this ordinance is adopted, unless an election is held on the question of approving the ordinance, in which case the effective date shall be either January 1 or July 1, whichever date occurs first after the expiration of three months from the date when the results of the election are certified to be in favor of the ordinance's adoption and the adopted ordinance is delivered or mailed to the Taxation and Revenue Department.

DONE this _____ day of _____, 2023.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney



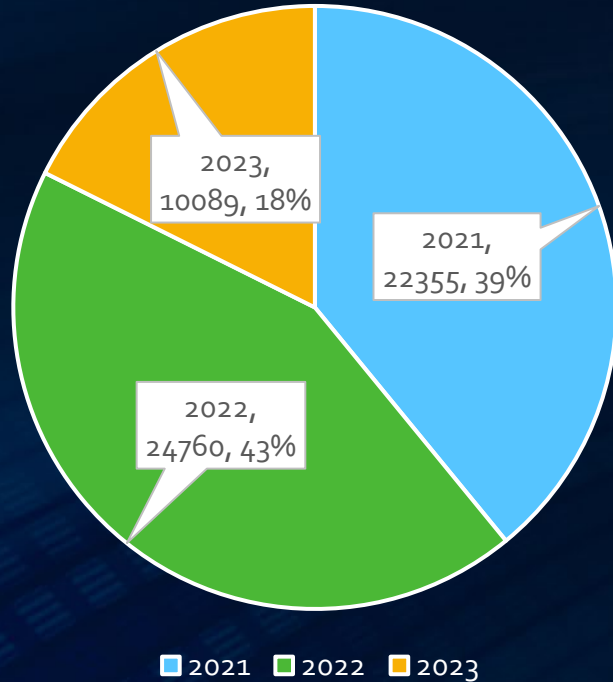
Alamogordo Police Department

Stats, Staffing, Compensation & Solution presented by:

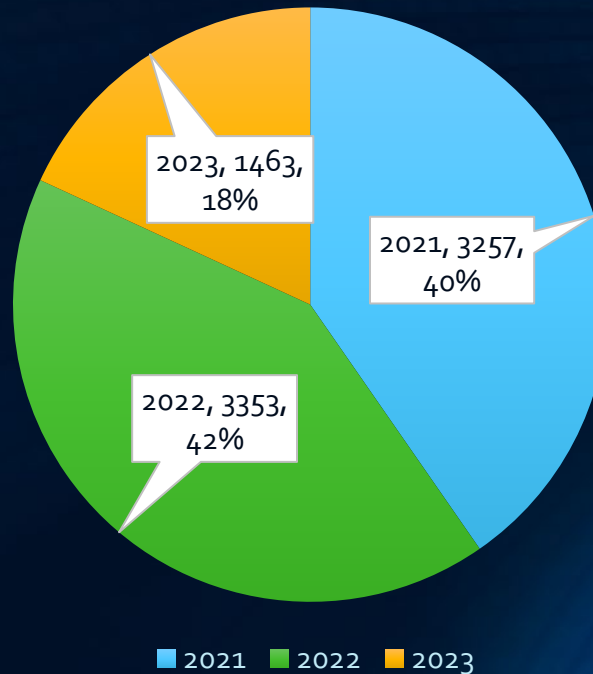
Chief of Police, Richard Denton
HR Director, Kim Torres
Finance Director, Evelyn Huff
Acting City Manager, Stephanie Hernandez

APD STATS

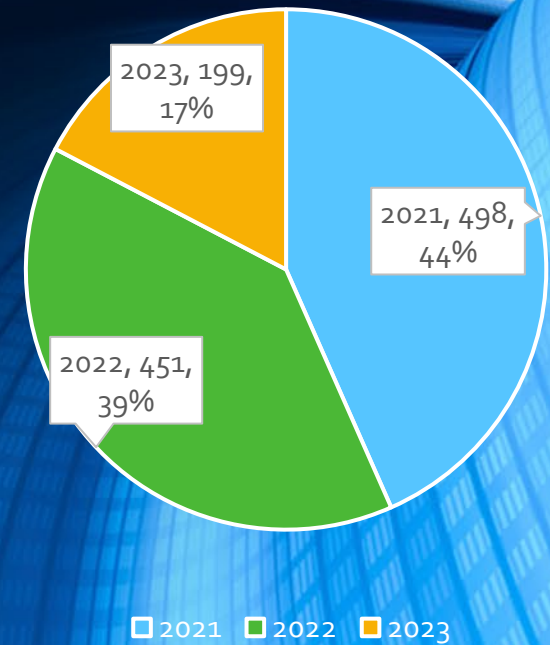
CALLS FOR SERVICE



ALL ARRESTS

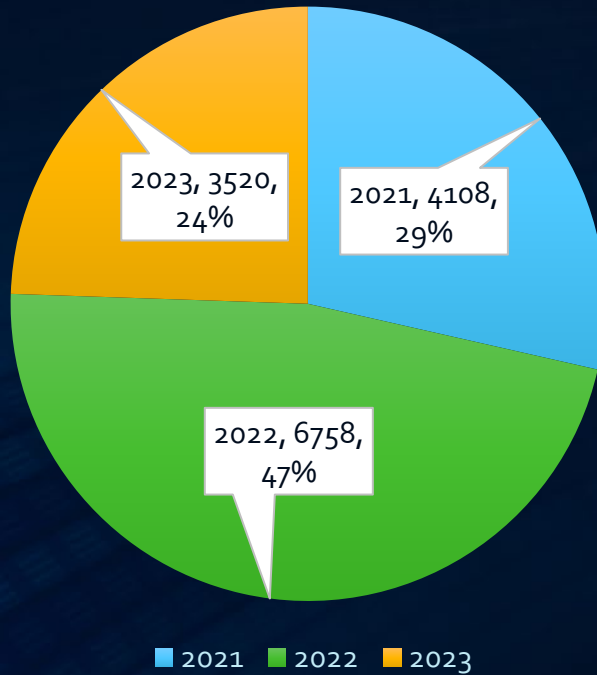


FELONY ARRESTS

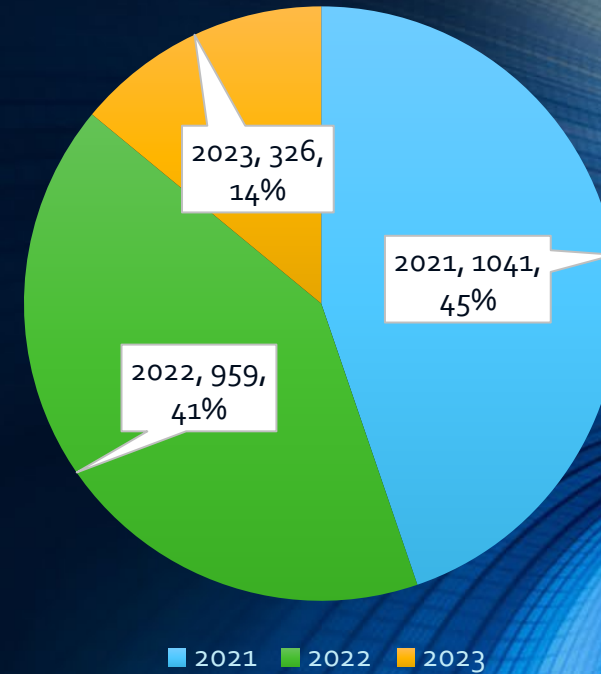


APD STATS

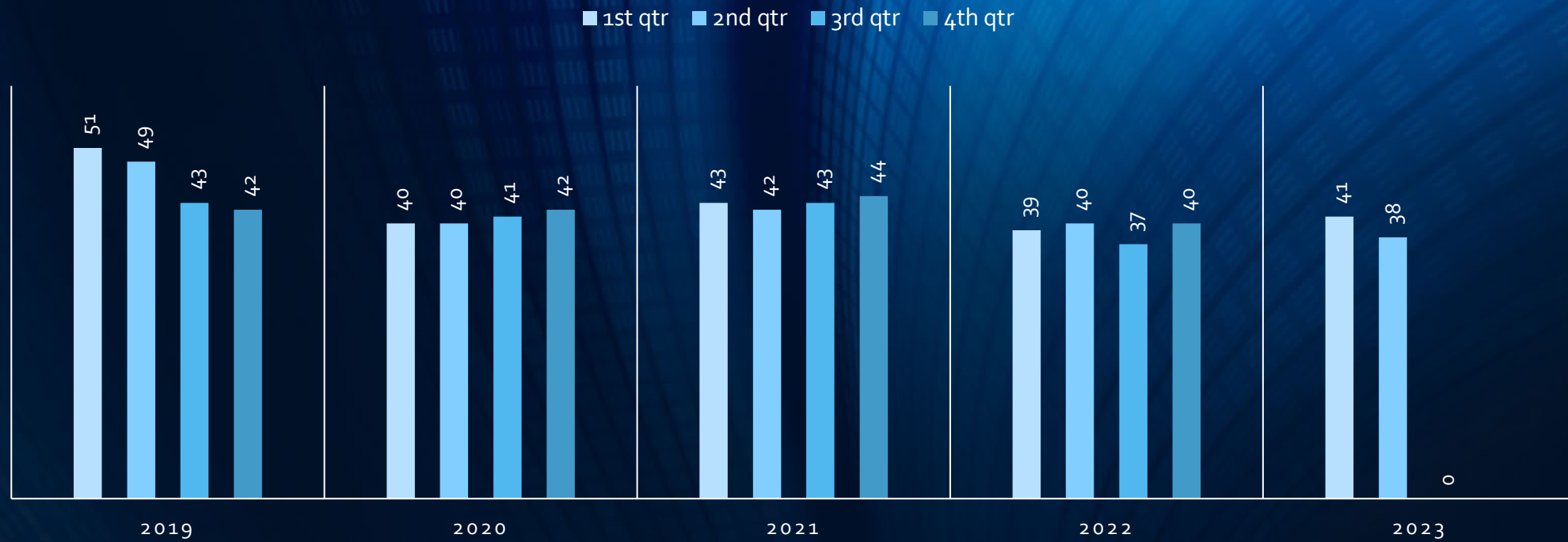
TRAFFIC STOPS



TRAFFIC CRASHES



DEPARTMENT STAFFING LEVELS



SINCE JANUARY 1, 2019

WE HAVE HIRED 43 OFFICERS

56 HAVE LEFT VOLUNTARILY OR INVOLUNTARILY

We are consistently dropping a few officers every year.

STAFFING & PAY IN OTHER RANDOMLY SELECTED DEPARTMENTS

STAFFING

UNCERTIFIED

CERTIFIED

ALAMOGORDO	38/58	65%	19.34	21.12-32.74 @ 25 YR
ALBUQUERQUE	850/1200	70%	28.84	32.89-35.72 @ 2YR 32.89
CARLSBAD	67/74	90%	26.24	29.52-37.17 @ 3YR 34.12
CLOVIS	47/65	72%	19.74	22.00 TRYING TO GET RAISES
LAS CRUCES	202/203	99%	20.00	26.15-31.38 11 YR MAX
OTERO COUNTY	52/52	100%	23.90	24.99 -29.75 @ 11YR
RUIDOSO	18/21	85%	19.00	22.00-39.09 10 YR MAX

SALARY COMPARISON TO OCSO

CURRENT APD PAY		CURRENT OCSO JULY 1, 2023 PAY				DIFFERENCE	
ENTRY	19.34	DEP 1	UNCERT	23.9		4.56	
CERT	21.12	DEP 2	CERT/LATE	24.99		3.87	
1 YR	21.54	DEP 2	1 YR TIG	25.52		3.98	
2YR	21.97	DEP 3	ENTRY	26.58		4.61	
3YR	22.41	DEP 3	1 YR TIG	27.39		4.98	
6YR	23.78	DEP 3	3 YR TIG	28.08		4.3	
8YR	24.74	DEP 3	5 YR TIG	28.83		4.09	
10YR	25.68	DEP 3	7 YR TIG	29.75		4.07	

STARTING JULY 1, 2023
 *APD DOES NOT MAX OUT TILL 25 YRS.

COMPARISON TO OCSO

	CALLS FOR SERVICE	TOTAL ARRESTS	CRASHES	REPORTS TAKEN
2021				
APD	22355	3353	1041	5738
OCSO	15486	1077	638	2097
2022				
APD	24760	3353	959	5503
OCSO	15236	1043	608	2669

APD PROPOSED PAY SCALE

OFFICER PAY SCALE		
	Uncertified	\$20.00
Step 1	Certified	\$27.00
Step 2	2 YRS	\$27.40
Step 3	3 YRS	\$28.22
Step 4	4 YRS	\$28.65
Step 5	5 YRS	\$29.51
Step 6	6 YRS	\$29.95
Step 7	7 YRS	\$30.85
Step 8	8 YRS	\$31.31
Step 9	9 YRS	\$32.25
Step 10	10 + YRS	\$32.73

Sergeants		
Step 1	1 YR	\$32.46
Step 2	2 YRS	\$33.08
Step 3	3 YRS	\$33.75
Step 4	4 YRS	\$33.91
Step 5	5 YRS	\$34.59
Step 6	6 YRS	\$35.11

Lieutenants		
Step 1	1 YRS	\$38.04
step 2	2 YRS	\$38.61
step 3	3 YRS	\$39.19
step 4	4 YRS	39.77

DEPUTY CHIEF OF POLICE		
STEP 1	1YR	43.74
STEP 2	2YRS	45.24
STEP 3	3YRS	45.91

CHIEF OF POLICE		
STEP 1	1YR	48.12
STEP 2	2YRS	48.84
STEP 3	3YRS	50.34

FY24 current	4,112,064.54
FY 24 proposed	4,958,214.01
Increase	846,149.47

PROPOSED COMPARISON TO OCSO

PROPOSED APD PAY		CURRENT OCSO JULY 1, 2023 PAY				DIFFERENCE	
ENTRY	20	DEP 1	UNCERT	23.9		3.9	
CERT	27	DEP 2	CERT/LATE	24.99		2.01	
1 YR	27.4	DEP 2	1 YR TIG	25.52		1.88	
2YR	28.22	DEP 3	ENTRY	26.58		1.64	
3YR	28.65	DEP 3	1 YR TIG	27.39		1.26	
6YR	29.95	DEP 3	3 YR TIG	28.08		1.87	
8YR	31.31	DEP 3	5 YR TIG	28.83		2.48	
10YR	32.73	DEP 3	7 YR TIG	29.75		2.98	

SINCE JANUARY 2019

PROPOSED HIRING INCENTIVE UNTIL STAFFING LEVELS ARE FULL

UNCERTIFIED

3 YR COMMITMENT 15,000 SIGN ON
10,000 WHEN HIRED
5,000 WHEN PROBATION ENDS

5YR COMMITMENT 20,000 SIGN ON
10,000 WHEN HIRED
10,000 WHEN PROBATION ENDS

CERTIFIED

3YR COMMITMENT 20,000 SIGN ON
10,000 WHEN HIRED
10,000 WHEN PROBATION ENDS (6 MONTH)

5YR COMMITMENT 25,000 SIGN ON
15,000 WHEN HIRED
10,000 WHEN PROBATION ENDS

* Hiring incentives will be funded through the cannabis tax

Municipal GRT .1250%	Budgeted	Actual
FY2019	830,388.00	843,792.76
FY2020	920,073.00	1,008,435.34
FY2021	922,222.00	1,006,081.03
FY2022	1,124,814.00	1,140,780.26
FY2023	1,117,684.00	964,672.01*
FY2024	1,041,596.00	

* Include through April 2023

	FY 2022-2023	UNAUDITED						ESTIMATED	LOCAL RESERVE	ADJUSTED
		BEGINNING		TRANSFERS	TRANSFERS	NET		ENDING	REQUIREMENTS	ENDING
FUND	FUND	CASH	ESTIMATED	IN	OUT	CASH	BUDGETED	CASH	UNAVAILABLE	CASH
NO.	DESCRIPTION	BALANCE	REVENUES			TRANSFERS	EXPENDITURES	BALANCE	FOR BUDGETING	BALANCE
11	GENERAL OPERATING FUND	17,559,597	23,087,677	846,208	12,892,155	(12,045,947)	20,852,131	7,749,196	2,206,423	5,542,773

	FY 2023-2024	UNAUDITED						ESTIMATED	LOCAL RESERVE	ADJUSTED
		BEGINNING		TRANSFERS	TRANSFERS	NET		ENDING	REQUIREMENTS	ENDING
FUND	FUND	CASH	ESTIMATED	IN	OUT	CASH	BUDGETED	CASH	UNAVAILABLE	CASH
NO.	DESCRIPTION	BALANCE	REVENUES			TRANSFERS	EXPENDITURES	BALANCE	FOR BUDGETING	BALANCE
11	GENERAL OPERATING FUND	7,749,196	21,780,074		10,509,353	(10,509,353)	15,809,901	3,210,016	1,786,237	1,423,779
10	INTERNAL SERVICE FUND	5,005	844,700	1,050,510		1,050,510	1,045,070	57,057		857,057



Alamogordo Police Department

QUESTIONS?

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/11/2023

Report Date: 07/03/2023

Report No: 5.

Submitted By: Dylan Aleshire

Subject: Consider, and act upon, approval of the Annual Reports from City Boards, Commissions, and Committees for Fiscal Year 2023. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Reports.

Background: At least once each year, every public board, commission, or committee shall present a written report to the mayor and city commission of its activities for the past year and any recommendations as may be deemed appropriate and a record of attendance of members for the term of the year.

Attached are the reports for the following boards or committees:

1. Airport Advisory Board
2. Airport Zoning Board
3. Alamogordo Disability Council
4. Alamogordo Public Library Board
5. Cemetery Board *(Suspended as of March 8, 2022)*
6. Community Development Advisory Committee
7. Mayor's Committee on Aging
8. Mayor's Youth Advisory Council
9. Parks and Recreation Board
10. Senior Volunteer Programs Advisory Council

City of Alamogordo Airport Advisory Board
Annual Report to the City Commission – FY2023
Reporting period: July 1, 2022 through June 30, 2023

The following report is submitted by the Airport Advisory Board for FY2023, 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. 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.

FY2023 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, 2022 through June 30, 2023.

- 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.
- A USAF program used ALM as their airfield during a weeklong test program for their twin-engine turboprop aircraft.
- Locally based and transient private aircraft use the airport on a regular basis.
- All hangars are at capacity with privately owned general aviation (GA) aircraft.
- The airport continued being used on a regular basis by UPS/FedEx, weekly student transportation from the NM School for the Visibly Handycapped, medical patient transportation by helicopter and fixed wing aircraft & contracted aircraft for support of military test and training missions for WSMR & HMN.
- The United States Air Force Academy glider program deployed twice for over a week in December and March. They brought 6 gliders each time with 5 towplanes in December and 4 towplanes in March. They were hosted by the White Sands Soaring Association (WSSA). They plan on continuing these deployments in the future.

- The F-4E obtained from Holloman for the City's static display has been painted in Viet Nam War era camouflage colors with 49th Fighter Wing insignia.
- WSSA conducted significant glider flight operations throughout the year.
- The Holloman Aero Club continued flying instruction flights.
- Longtime airport manager, Jim Talbert, retired in June 2023.
- The ground leases for all the privately owned hangars have been reviewed and are undergoing possible changes to properly align with New Mexico state and Federal Aviation Administration regulations and guidelines.

Focus for FY2024

The following list will be the primary areas to focus efforts in the following year:

- The first item will be finding a new airport manager.
- The most important area of focus will be preparing the airport for 139 Certification.
- A method or system for recording all takeoffs and landings will be found to provide the required number of yearly aircraft operations – a critical item for helping to obtain future State and Federal grants.

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

FY23 AAB Board Member Meeting Attendance:

Member	Regular Meeting 8/04/22	Regular Meeting 12/01/22	Regular Meeting 1/05/23	Regular Meeting 2/02/23	Regular Meeting 03/09/23	Regular Meeting 04/06/23	Regular Meeting 05/4/23	Regular Meeting 06/01/23
Lance Grace, Chair		X		X		X		X
Manny Gonzales, Vice-Chair		X		X	X	X		X
Rob Hicks		X		X	X	X	X	X
Jeff Rabon				X	X	X	X	X
Erich Wuerschling		X		X	X	X	X	X

FY23 Airport Zoning Board Member Meeting Attendance: 0 (No Meetings)

City of Alamogordo Disability Council

The following report is submitted for the Disability Council for FY 2023.

The Disability Council is a five-member board, each serving a two-year term. The board holds monthly meetings. The first meeting was held on May 11, 2022, with a board consisting of four appointed members. Current members agreed to hold meetings monthly, with meetings to be held on the 15th of each month.

May 11-2022 Attendance:

Christina Hastings
Racquel Morris
Gwendolyn Penton
Chandi Rayneck

Due to a lack of member participation, a meeting was not held on June 15, 2022, nor July 15, 2022. The August 15, 2022, meeting was rescheduled and held on August 17, 2022. City Manager Cesar was present for the meeting and explained to the members that their role was to review projects the city would involve them in and not to create projects for the city to support and fund. Members decided they would prefer not to have regular meetings and only meet when the city had a project to review. The decision was approved by City Manager Cesar. No meeting has been held since August 15, 2022

August 15-2022 Attendance:

Christina Hastings
Racquel Morris
Gwendolyn Penton
Chandi Rayneck
Gary Kovas

The Disability Council consisted of the following members:

Christina Hastings
Racquel Morris
Gwendolyn Penton
Chandi Rayneck
Gary Kovas

Stella Rael, Liasion

**Annual Report of the
Alamogordo Public Library Advisory Board
For the Year Ending June 30th, 2023.**

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 county commission to insure the efficient and economical management of the Alamogordo Public Library.” The Board has these purposes:

To keep itself informed of library need and serve as a forum for discussion.

To recommend to the city manager and/or city commission and county commission policies for overall development, including plans for additional library facilities and programs

To encourage the greatest public use of library facilities.

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 of the city limits appointed by the Otero County Commissioners. (3) Members are appointed to serve two- year terms. The members serve with no compensation.

The current membership of the Board is as follows.

Billy Childs, Alamogordo, retired public administrator, 2nd term Expires February 28th, 2025.
City

Dave Dooling, High Rolls, education director at the New Mexico Space History Museum serving his second term, current term expires April 19th, 2025. County

Cindy Strong, Tularosa, retired engineer at Boeing, serving second term, current term expires April 19th, 2025, County.

Rhonda Alterson, Alamogordo, serving first term expires -May 12th, 2024.

Cynthia Stevenson, June 28th, 2024, City

Richard Warren, Alamogordo, retired owner of a bookstore, cellphone store, consulting company serving second term expires February 11th, 2024. City

Kim Underwood, Alamogordo City Librarian (ex officio)

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 Code § see code 16-02-090(c)

Board Meeting Schedule

The board met 10 times during the fiscal year, one meeting was cancelled due to illness. The November meeting was cancelled due to APLAB meeting. January 2023 meeting was replaced by a well-attended Open House. Meetings are held monthly at 5pm (since changed to 4pm) on the second Wednesday of the month at the Alamogordo Public Library, 920 Oregon Avenue.

Meetings have been held in the multi-Purpose Room

Summary of meetings

The Board met regularly with a combination of in person and remote. The advantageous availability of the remote meeting has created a situation where we have had only 1 meeting without a quorum (this meeting was cancelled due to illnesses.)

Discussions have been wide ranging on various ways to increase library usage, these are ongoing. The board feels that some fallout from Covid 19 concerns still affects the community and the number of through the door numbers is improving. Also discussed and reviewed was the policy regarding book censoring and how it is handled. The issue has been revisited based on events nationwide. The current policy seems to be adequate and well thought out but may need some adjustments. Other discussions included ALA membership, Richard Warren, Chairperson joined the ALA and passes on information, security updates and training and active shooter training, A/C installation, new furniture and a “reader sign” for library information, updated signage for the library and software updates were also discussed. Ongoing and new Library programs were discussed as well as staffing requirements for reopening additional days.

Kim and Melissa have been excellent at supplying information, updates, and member packets that now include years of meeting minutes, easily accessed for reference.

Respectfully submitted,
Richard Warren,
Chairperson of the Advisory Board
June 24th, 2023

Alamogordo Public Library Advisory Board

	2022						2023						ATTEND
APLAB BOARD MEMBER	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	
Richard Warren	X	NO FORMAL MEETING NO QUORUM	x	NO MEETING	x	x	NO MEETING-OPEN HOUSE	x	x	x	x	x	9
Billy Childs	X		x		x	x		x	x	x	x	x	9
Cindy Stong	X		x		x	x			x	x	x	x	8
Rhonda Alterson	X		x		x			x	x	x	x	x	8
Dave Dooling	X		x		x			x	x	x	x	x	8
Jessica Meyer			x			x		x	x				4
Cynthia Stevenson			x			x		x	x	x	x	x	7

City of Alamogordo Cemetery Board Annual Report to the City Commission- FY23

The Cemetery Board is a volunteer board overseeing the City of Alamogordo's Monte Vista Cemetery. The board is made up of three members who are appointed by the City Council and meets yearly.

Board Members:

- **Mark Brown**
- **Vacant**
- **Vacant**

No meetings were held for FY23 – The Cemetery Board is currently suspended.

Community Development Advisory Committee
2023 Annual Report
As per Ordinance 1014

The Community Development Advisory Committee completed its role in Fiscal Year 2013, when the committee held all of its public hearings and meetings for the 2014 CDBG Grant Application Funding Cycle.

There are currently no members on this Committee. The Committee has been inactive since 2013. Plans to reestablish the Committee will be discussed in FY 2024.

July 2022 - June 2023 Mayor's Committee on Aging Annual Report

July 2022

6 members, 1 vacancy

Mr. Keller stated that the "Info. For Life" project is on hold until the point-of-contact returns from an extended leave.

Ms. Kent discovered that there is an application for "ADA garbage collection service" on the City of Alamogordo website. Once completed, the form must be signed by the individual's physician. The application is then forwarded to Southwest Disposal, which delivers the new receptacle to the individual.

Mr. Keller stated that he is very concerned about the lack of transportation services in our community. Ms. Morales said that there is a transportation committee that meets on the last Wednesday of each month via Zoom. She will add MCoA members to the group e-mail.

Ms. Kent suggested informing Mayor Payne about MCoA projects at the next meeting.

August 2022

6 members, 1 vacancy

Mr. Keller spoke with Bobby McCutcheon, who established a private company called "Alamogordo Ride." Mr. McCutcheon provides a \$10 one-way ride, and he is willing to waive the fee for those who cannot afford it.

Ms. LeComte said that GCRMC recently formed a new transportation committee. The hospital has also contracted with the medical transportation company Shuttle Ruidoso to include Alamogordo patients.

Ms. Heath circulated the contact phone number for ModivCare, a Ruidoso transportation company she used to take her to a doctor's appointment in El Paso.

Special Guest: Mayor Susan Payne:

Mr. Keller asked Mayor Payne if the City is currently working to promote senior housing. Ms. Payne said that the City is not working on senior housing. However, the Public Housing Authority was recently turned back over to HUD. This is a good thing because HUD can evaluate the City's housing levels. If levels are found to be deficient, HUD can build more houses. She added that senior housing is like low-income housing in that it would require Federal funding. With all the requirements of senior housing (staffing, insurance, etc.), investors and Federal grants would be necessary to keep the housing affordable. The City alone would not be able to undertake such a huge project.

Ms. Payne said that while many issues seem insurmountable when broken down piece by piece, they are not impossible. She encouraged MCoA members to approach the City with all their ideas and concerns. Although she can't promise solutions, it is important to make others aware of needs and proposed solutions.

Mr. Keller reported that the “Info. For Life” project is back on track. The prototype will be modified to include COVID information and should be ready in a couple of months. Once complete, the next step is distributing the magnets to seniors.

Ms. LeComte confirmed she will bring up the waste receptacle application at her upcoming Providers Committee meeting. **The Senior Friendly Waste Receptacle project is officially closed.**

September 2022

The meeting was canceled due to the Senior Center Health Fair.

October 2022

7 members, no vacancies

Ms. LeComte reported that the September transportation stakeholder’s meeting was very productive and well-attended, with insurance companies, patients, and transportation providers in attendance. Members broke into groups to brainstorm ideas. Ms. LeComte distributed printouts from the meeting.

Ms. Moreh Kash talked about MotivCare, a program that serves as a go-between for individuals needing transportation to medical appointments. The individual will be reimbursed for the ride if the patient has qualified insurance under MotivCare. They will even reimburse a patient-chosen driver. A trip identification number is issued if the patient calls MotivCare a day or two before the appointment. Next, they fill out a form the doctor signs to verify attendance at the appointment. The form is then submitted for reimbursement.

Ms. Moreh Kash distributed MotivCare flyers to MCoA members. There are different phone numbers to call for each insurance provider.

Mr. Rodriguez stated that we are still waiting to hear back from the Fire Department regarding the “Info. for Life” magnets.

November 2022

The meeting was canceled due to the Senior Center Thanksgiving Luncheon.

December 2022

The meeting was canceled due to the Senior Center Christmas Luncheon.

January 2023

6 members, 1 vacancy

Ms. Kent explained that Presbyterian and Presbyterian / Medicare are not linked to the MotivCare transportation program. Instead, they have their own provider called Secure Transportation. Secure Transportation has a contract with Presbyterian, Centennial Care Medicaid, and Western Sky.

Mr. Keller said that while progress is being made for medical transportation, general transportation services are still lacking. Currently, he knows of only one local transportation service, Alamo Ride, with a \$10 fee each way.

Ms. Morehkaash suggested reaching out to churches with van access. One church could provide services on Monday, another on Tuesday, and so forth. Perhaps this idea could be discussed at a local pastors' alliance meeting.

Mr. Kent reported recent rate increases for "Info. For Life" printing services and plastic envelopes, which went from .56 to almost .90 per envelope. The total unit cost went from \$1.00 per unit to \$1.35 per unit. The project is now back in the hands of the Fire Department, which will have to re-evaluate the budget.

Ms. LeComte said she hasn't had a chance to work on senior housing. Mr. Kent said senior housing is a very long-term project; perhaps it is not feasible to move this project along.

Ms. Kent stated that the MCoA is unaware of what is happening with the general senior population. She suggested hosting a City forum where seniors could bring their issues to the MCoA; the Committee would then discuss them and decide which ones to take on.

Ms. LeComte expressed the need for senior dementia support; for example, a designated place where the dementia patient can partake in an activity while the caretaker sits in on a support meeting. Ms. Morales said she is currently exploring this option with Lily Lewis, GCRMC Director of Marketing and Outreach.

Ms. Tave informed that the Alzheimer's Association provides an informational meeting to Alzheimer's patients and caregivers on the second Tuesday of each month from 10:00 – 11:00 a.m. No appointment is required.

February 2023

The meeting was canceled due to the lack of a quorum.

March 2023

6 members, 1 vacancy

Mr. Keller asked about resources for Alzheimer's patients and caregivers. Ms. Tave responded that the Alzheimer's group met here at the Center last Tuesday from 9:00-10:00 a.m. with ten attendees. This class for dementia patients and their caregivers covers diverse topics each week, such as how to manage finances. Ms. LeComte asked how the class is advertised, and Ms. Tave informed her that it is on the Senior Center's and Alzheimer's websites.

To avoid "re-inventing the wheel," Ms. LeComte said that she will explore existing Alzheimer's resources in the community. Ms. Tave confirmed that the Senior Center is available for meetings, classes, etc.

Mr. Keller reported that the Fire Department is no longer willing to sponsor the "Info. For Life" project. Since the Fire Department no longer provides wellness checks, they feel it is no longer in their best interest to fund the program. Currently, only American Medical Response (AMR) provides wellness checks. Ms. LeComte suggested locating commercial sponsors for the "Info. For Life" project. Ms. Tave suggested approaching banks because many of their clientele would

directly benefit from the program. Mr. Keller said he would contact banks, GCRMC, AMR, etc. for sponsorships.

Ms. LeComte motioned to table the senior transportation project until mid-summer, and all approved the motion.

April 2023

7 members, no vacancies

Special Presentation by Karintha Lewis, Las Cruces Alzheimer's Association intern:

Ms. Lewis reported that the Association provides a free presentation series at the Senior Center on the second Tuesday of each month. Once the ten-week series completes, it starts again at the very beginning. They also provide presentations around the community. The presentations are open to the public and cover topics such as caregiver support, financial management, stages of Alzheimer's, etc. Attendees do not have to have Alzheimer's to participate in the meetings. The Alzheimer's Association also provides support groups, one-on-one counseling, and respite care for caregivers. They are sponsoring a fundraising walk at the White Sands Mall on May 6th.

Mr. Keller asked how the MCoA can support the Alzheimer's Association, and Ms. Lewis said participating in and publicizing the Alzheimer's Walk would be most helpful. Also, it would be beneficial for MCoA members to "spread the word" about services offered by the Alzheimer's Association.

Presentation by MCoA Member Chris Morekash:

Ms. Morekash reported that she developed the "MCoA Projects Matrix" to provide clarity on the status of current and past MCoA projects. The five columns are as follows:

- 1) Project name
- 2) What is the project about?
- 3) Project start date and end date
- 4) Project Activity (member attended a meeting, gathered information, made phone calls, etc.)
- 5) To whom the project is assigned (This may be more than one member).

Committee members would have access to the matrix on Google Docs to update information and read up on the status of projects. This tool would be a great way for everyone to stay "on the same page" while increasing the organization and effectiveness of the MCoA. Members can also review the matrix to see how many projects were completed during the year.

Mr. Keller said he supports the "MCoA Projects Matrix" and asked Ms. Morekash to e-mail MCoA members with more information. Members will then determine if it is a useful tool for the Committee. Mr. Keller added that he thinks the matrix would be beneficial.

Ms. Morekash said she struggled as a new MCoA member to understand the Committee, projects, etc. She suggested the compilation and distribution of a "new members" packet. Mr. Keller asked Ms. Ybarra to create such a packet, and Ms. Ybarra agreed.

Mr. Keller reported that he and Mr. Rodriguez will present the “Info. For Life” program to GCRMC Marketing Director Lillie Lewis today. The hospital may have an interest.

Ms. Morehkaash suggested the possibility of members reviewing and adding to the “Otero County Resource Guide” distributed by Maureen Schmittle at the Department of Health. As members become aware of resources not on the list, they can contact Ms. Schmittle to add them.

May 2023

6 members, 1 vacancy

Presentation by Peg Crim of 100% Otero:

100% Otero is a local grassroots non-profit organization whose mission is to eliminate childhood trauma; the goal is for kids to become healthy, responsible, and productive adults. The organization has identified ten vital services to support families. The first five services are for surviving: food, housing, transportation, medical/dental care, and behavioral health care. The second set of services is for thriving: parent support, early childhood learning, community-focused schools, youth mentors, and job training. There is a separate team to address each of the ten vital services. They work to improve and remove barriers to services. Although the primary focus is on children, assistance is available for anyone in need of services.

Mr. Rodriguez announced his **resignation** from the MCoA, effective after today’s meeting.

Mr. Rodriguez reported that GCRMC will purchase and help distribute the “Info. For Life” magnets. The first distribution will take place during the hospital’s health fair.

Ms. Morehkaash asked MCoA members to set up a Google e-mail through google.com. The next step would be to send the Google address to Ms. Morehkaash. She would then send the Committee member an “invite” to Google Docs. Once the invite is received, open the new Google account, and go to “Google Docs.”

Rules for the MCoA project matrix are as follows:

- Do not make changes to someone else’s work
- Do not use confidential information (first and last names, etc.)
- The matrix is for MCoA use only

If a member has an idea for a new project, the proper protocol would be to contact Ms. Ybarra to have the item added to the agenda or to bring it up during the “Unscheduled Communication” portion of the meeting. MCoA members would then discuss and vote on whether they want to take on the proposed project.

Ms. Morehkaash proposed that a handful of MCoA members examine the Health Department’s “Otero County Resource Guide” to determine if anything needs to be added.

Ms. Morehkaash suggested the formation of sub-groups within the MCoA to work on separate items. Another idea is a speaker’s bureau; members could attend other groups to inform them about the MCoA’s purpose and current projects.

June 2023

5 members, 2 vacancies

Presentation by Kam Portillo from GCRMC's Community Connections program:

Community Connection's mission statement is to break down barriers to healthcare and well-being by delivering resources to anyone in need. The program's paid community health workers provide knowledge on community resources and the Community Health Worker program. They offer encouragement and help individuals to prioritize goals. For example, they help individuals apply for Medicaid, and they even do house calls. A person does not need to be a patient of Gerald Champion Medical Center to participate in the program.

Ms. Morehkash said she is no longer able to attend the 100% Otero housing meetings and is hoping another MCoA member will attend to bring information back to the Committee. Ms. Gruger suggested having the community health worker that is part of the housing meeting relay meeting information to an MCoA member. The designated MCoA member would then relay the information to the Committee. Ms. LeComte volunteered to receive the report and communicate the information to the MCoA.

Annual report prepared by Britney Ybarra, Administrative Assistant

FY 22/23 Mayor's Committee on Aging Attendance

Member	July 2022	August 2022	Sept. 2022	Oct. 2022	Nov. 2022	Dec. 2022	Jan. 2023	Feb. 2023	March 2023	April 2023	May 2023	June 2023
Dakin, Shirley	A	✓	Cancelled – Health Fair	✓	Cancelled – Thanksgiving Dinner	Cancelled – Christmas Dinner	✓	No Quorum	A	✓	----	----
Heath, Rosanna	✓	✓		✓			----		----	✓	✓	A
Keller, Chuck	✓	✓		A			✓		✓	✓	A	✓
Kent, Sue	✓	✓		A			✓		A	A	✓	✓
LeComte, Karen	✓	✓		✓			✓		✓	A	A	✓
Morehkash, Chris	----	-----		✓			✓		✓	✓	✓	✓
Rodriguez, Jose	✓	✓		✓			✓		✓	✓	✓	-----

A: Member Absent

✓: Member in attendance

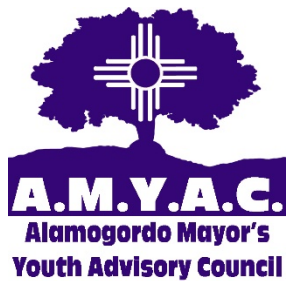
Mayor's Youth Advisory Council 2023 Annual Report

Annual report by City Clerk, Rachel Hughs

This Council was created by Ordinance 1339 and passed on August 2008.

The Council consists of 7 members, with the Mayor, a representative of the Department of Public Safety, and community members serving on the Council as adult advisors. New members are appointed every year.

There are no members on the Mayor's Youth Advisory Council. The Council last met in January 2012.



City of Alamogordo Parks & Recreation Board Annual Report to the City Commission- FY23

The Parks & Recreation Board is a volunteer board overseeing the City of Alamogordo's parks and recreation system. The board is made up of seven members who are appointed by the City Council and meets quarterly.

Four meetings were scheduled for the 2023 fiscal year:

- July 13, 2022
- October 12, 2022
- January 11, 2023
- April 12, 2023

July 13, 2022:

Members Present:

- Kristina Marzano

Members Absent:

- David Orr
- Billy Hays
- Lori Armstrong
- Nolan Adams
- Williams Clouse
- Lori Adam

Meeting Cancelled. No Quorum.

October 12, 2022:

Members Present:

- Lori Armstrong
- Kristina Marzano
- Nolan Adams
- Williams Clouse

Members Absent:

- David Orr
- Billy Hays
- Lori Adam

Minutes:

Call to Order:

Ms. Lori Armstrong called the meeting to order at 6:02 p.m. Roll call was given, and a quorum of five (4) active members was present with one (3) member absent.

1. The Minutes for April 13, 2022, meeting was presented. Mr. Clouse moved that the minutes be approved. Ms. Marzano seconded the motion. All approved, motion passed.
2. Old Business: None

3. New Business: None

- Department Reports:

- Mrs. Casebolt, Recreation Center Manager, gave an overview of the recreation center report. Basketball is starting this week. The pool will close on October 29 to the public. The High School team will still utilize the pool for another one to two weeks after closure. An after-school Frenzy is now going on with single-day participation available—teaching flag football. Hiking will be available next summer. I just started a middle school table-top role-playing game league. Soccer and football leagues are ongoing. They are partnering with the Boys and Girls Club for the basketball league this year. The USSSA tournament happened in September. Registration for the Zoo Boo 5K/Kids Mile has begun. A \$5 discount is being offered for early registration. Registration is open for art lessons for homeschoolers. Turkey Week is the week of Thanksgiving. Wild n' Winter registration begins after that. The former weight room is being turned into a fitness space for yoga and other classes. It should be done by early next year.
- Mr. Marion, Parks Supervisor, gave an overview of the park's report. Summertime is the busiest time of the year. The weather is starting to cool down, meaning off-season tasks will begin to be performed. Parks have a handle on weed control. They were fertilized twice this summer, finishing the third application this week. Sports field maintenance is ongoing for tournament and league play. Irrigation repairs are being done. They have Completed new restrooms at the Balloon Park. Twenty pine trees were planted around the Washington Park playground, and picnic tables were installed at the Tennis Courts. You can now reserve those tables at the Tennis Courts—assembled bleachers for soccer fields at Washington Park. They will put them on concrete pads during the offseason. Repair and paint all the posts and rails along all parks. Most interiors of park restrooms have been painted. They are planning on resurfacing and repainting the Oregon Basketball Courts. Across the street, new pickleball courts will be installed. The schools have now taken over the hang glider park.
- Josh Sides, KAB/Special Events Manager, gave an overview of the Civic Center/KAB report. The Civic Center/KAB/Special Events have been moved back to Community Services. The Civic Center has been booked over 50% of the month for several months, except for July. KAB received the Clean and Beautiful Grant, totaling over \$30K. This will be used for multiple projects. Special Events were a success with 4th Fridays. The 4th Friday event in August was the highest attended 4th Friday in the past five years. He wanted to collaborate with other local organizations to hold more events like Battle of the Food Trucks, Gus Macker, and a new Cinco de Mayo Event. There will be no more special events held at Alameda Park Zoo. They will now be held at Griggs Field. Special events have been planned for the first half of 2023.

4. Unscheduled communications:

- a. New members introduced themselves. Mr. Nolan Adams was first, followed by Mr. William Clouse. Kudos were given to those who helped the Rockabilly event take place.

5. Adjournment:

- a. The agenda completed, Mr. Adams moved for adjournment at 6:34 p.m. Mr. Clouse seconded the motion. All approved, motion passed. The meeting was then adjourned.

January 11, 2023:

Members Present:

- Lori Armstrong
- Kristina Marzano
- Nolan Adams
- Williams Clouse

- Lori Adam

Members Absent:

- David Orr
- Billy Hays

Minutes:

Call to Order:

Ms. Lori Armstrong called the meeting to order at 6:00 p.m. Roll call was given, and a quorum of five (5) active members was present with two (2) members absent.

1. The Minutes for October 12, 2022, meeting was presented. Mr. Nolan Adams moved that the minutes be approved. Ms. Marzano seconded the motion. All approved, motion passed.
 2. Old Business: None
 3. New Business: None
- Department Reports:
 - o The Recreation Center report was read silently by all in attendance as Mrs. Casebolt was absent from the meeting. No one had any questions about the Recreation Center report.
 - o Mr. Marion, Parks Supervisor, gave an overview of the park's report. Only two open positions remain in the Parks department. There was a Gus Macker Tournament that the Parks department helped to set up, tear down, and clean up. It was the first time in six or seven years that the tournament was hosted in Alamogordo. Four new bleachers were purchased to replace the old ones at the Oregon Tennis Courts. Also, about 30-35% of the windscreens were replaced on the fencing. Desert Foothills had a brush and tree removal completed. It grew about five to six feet in the alley, making it difficult for garbage trucks to get by. A new pool and the fountain tiers were purchased for a completely brand-new fountain at the garden center. One of the current contractor projects is the new irrigation system at Alameda Park. It is about 25% complete. They only work with a quarter section of the park at a time. The Alameda Park and Alameda Park Zoo playgrounds will have the sand removed and replaced with engineered wood chips this Spring. This will bring those playgrounds into ADA compliance. The Oregon basketball courts will be resurfaced. There will also be four new pickleball courts at Oregon School. A resurfacing project will be taking place to make the Indian Wells Trail more stable. Designs were turned into Universal Precast for new concrete signs at four parks. So far, three of them have been turned in, with the fourth still being worked on. There is a \$345,000 ICIP project to replace the wall and fencing at Monte Vista Cemetery. The chain-link fence and the walls at the entranceway will be redone.
 - o Josh Sides, KAB/Special Events Manager, gave an overview of the Civic Center/KAB report. The Civic Center has been slow but steady. December was a busy month with 13 events over 12 days. National Construction will be replacing the sewer line at the Civic Center. It will not affect travel, but the Civic Center will be closed for about four weeks. There were seven events held in Alamogordo this past quarter of the year. Those included Battle of the Food Trucks, Gus Macker, Dogtober Fest, Zoo Boo, Burning of the

Bull, Christmas on Mainstreet, and Christmas Tree Lighting. The Gus Macker event partnered with the Boys and Girls Club of Otero County. New events coming in March will be Comedy Nights and Country Music Dance Nights at the Civic Center. Sounds of Freedom is back this year at the Otero County Fairgrounds. It was not held last year in 2022.

4. Unscheduled communications:
 - a. Ms. Marzano proposed a program to team up with the City to start a beginners' running group. She would like to run the group. This would be to help citizens become more active, as well as help train anyone who will be participating in the annual Zoo Boo Fun Run.
5. Adjournment:
 - a. The agenda completed, Mr. Clouse moved for adjournment at 6:28 p.m. Ms. Marzano seconded the motion. All approved, motion passed. The meeting was then adjourned.

April 12, 2023:

Members Present:

- Kristina Marzano

Members Absent:

- David Orr

- Billy Hays
- Lori Armstrong
- Nolan Adams
- Williams Clouse
- Lori Adam

Meeting Cancelled. No Quorum.

July 2022 - June 2023 Senior Advisory Council Annual Report

July 2022 – October 2022

Due to SVP Specialist role being vacant, no meetings were held.

November 2022

SVP Specialist Ryan Sanders was hired but decision was made to wait until January 2023 to begin holding quarterly meetings.

January 2023

8 members total; 3 vacancies; 5 present at this meeting; 3 absent from this meeting

From this point onward, meetings will be held on a quarterly basis rather than monthly.

- **Election of officers:**
 - ✓ Susan Poore, Chairperson
 - ✓ Zoa Brown, Vice Chairperson
 - ✓ Xochitl Valenzuela, Secretary
- **Discussion about how SVP is being marketed:** So far Ryan has passed out fliers in foyer, advertised in The Sentinel, adv. posted on Facebook and city website, and adv. placed in utility bill pamphlet. Ms. Miller said she will make copies of fliers and pass out at her yoga class/around town.
- **Decision was made to downsize the council:** This council was previously 8-11 members due to RSVP being so large and needing a lot of oversight, but since RSVP has been eliminated and now only FGP/SCP remain, the council voted to downsize to 5-8 members. When making this decision, the council considered the size of other boards around the city, for example, the Aging, Library, and Parks & Rec boards are only 7 members each and the Airport board is only 5 members, so ours seemed excessively large.

April 2023

6 members total; 2 vacancies; 4 present at this meeting; 2 absent from this meeting

- **Council by-laws were updated:** Revisions made to correct or remove old/outdated information.

- **Discussion regarding stipend and funding:** Stipend was raised from \$3.15/hr to \$4/hr per AmeriCorps. Councilmembers sought to understand stipend eligibility so Ryan explained to them that there's an income cutoff which the volunteer must make less than in order to earn the stipend. We discussed how funding essentially goes through a funnel. It siphons down from NMALTS (state) to City of Alamogordo (local).
- **Reviewed upcoming FY24 grant funding numbers/calculations and FY24 contract summary:** Some councilmembers had questions about what certain numbers entail, such as "Volunteer Hours of Service" so Ryan answered these questions.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/11/2023

Report Date: 06/28/2023

Report No: 6.

Submitted By: Britney Ybarra

Subject: Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY24 contract for Direct Purchase of Services for senior programs, the total amount budgeted is \$510,892.63. (*Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Aggregate amount of \$510,892.63 is to be derived from the following sources when performance units are met:

III-B (Transportation): Contract amount: \$33,624.43

III-C1 (Congregate Meals): Contract amount: \$61,714.03

III-C2 (Home-bound Meals): Contract amount: \$28,405.27

NMGAA-State / HB-2: Contract amount: \$387,148.90

Recommendation: Approve the grant funding.

Background: The Alamo Senior Center receives funding for congregate meal, Meals on Wheels, and transportation 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

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

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 agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Subrecipient Contractor application or Service Delivery Plan attached by reference.
- C. Deliverables. The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
- D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 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 and frontier 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 people aged 50 through 59 for services provided with state funding only. Target populations for each service may vary according to the service provided.

- E. 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 **\$510,892.63**. Said aggregate amount is to be derived from the following sources.
1. **\$33,624.43** from Title III-B of the OAA [Assistance Listing Number 93.044].
 2. **\$61,714.03** from Title III-C1 of the OAA [Assistance Listing Number: 93.045].
 3. **\$28,405.27** from Title III-C2 of the OAA [Assistance Listing Number: 93.045].
 4. **\$.00** from Title III-D of the OAA [Assistance Listing Number: 93.043].
 5. **\$.00** from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
 6. **\$387,148.90** from the NMGAA-State/HB-2
- F. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.
- G. Payment for services shall be consistent with all applicable federal and state laws and regulations.
- H. 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 Contractor's own risk, and the Agency shall not be liable for such expenditures.
- I. 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.

- J. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
- K. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.
- L. Subrecipient Contractor shall track and report all information needed for the State Program Report for Administration for Community Living (ACL) through the Older Americans Act Performance System (OAAPS). Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by OAAPS and state and federal reporting requirements.

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 individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
 - 3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data should be recorded daily.
 - 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted.
 - 5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
 - 6. 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 Agency. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.

7. 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.
8. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.
9. Submit contingency plan to address unforeseen circumstances when service delivery is threatened.
10. At a minimum, attend two (2) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings). Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
11. Submit timely and accurate information necessary for reimbursement.
 - a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.
 - b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditures. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year. The Subrecipient Contractor shall submit to the Agency utilizing OAA-SYS system provided by the Agency.
 - c. Supporting documentation to validate reported expenses to include general ledger, purchase orders, and invoices.
 - d. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, are due by the 15th business day of the month following the end of the quarter.
 - e. Quarterly program narrative reports by the 15th business day of the month following the end of the quarter.
12. 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.
13. Subrecipient Contractor agrees to bill Medicaid, or contract with the Agency to bill Medicaid, for Medicaid-eligible consumers enrolled in Medicaid-eligible services.

14. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency further abides to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' 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, monitoring, and/or compliance assessments to ensure health, safety, and 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, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

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 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 the 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. *Financial Management*
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.
- G. *Budget Adjustment*
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Under no circumstances may budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.
- H. *Incentive Compensation*
Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is unallowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.
- I. *Independent Audit*
The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2023, through June 30, 2024. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.
1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
 2. 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-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
 3. 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.

J. *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, 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.

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

The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, 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; New Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

L. *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.

M. *Targeting and Outreach.*

The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section

2.A.2. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

N. *Consumer Feedback.*

The Subrecipient Contractor shall utilize the standardized survey instrument to obtain and evaluate consumer opinions of the quality of services received.

O. *Emergency Preparedness Requirements.*

The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

- a. Subrecipient Contractor shall complete and submit the Agency's Contingency & Emergency Preparedness Response Plan annually.
- b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in a format provided by the Agency; currently contained within the Contingency & Emergency Preparedness Response Plan.
- c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
- d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
- e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
- f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

4. TERM

This Agreement shall begin on July 1, 2023, and terminate on June 30, 2024, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

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 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 on 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 awarded 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 awarded to the 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

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency 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. 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 FOR VIOLATION OF LAW

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, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of 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 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 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 express and 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 Non-Metro AAA
Neil Segotta, AAA Director
3900 Paseo Del Sol
Santa Fe, NM 87507

SUBRECIPIENT CONTRACTOR:

City of Alamogordo
Magdalena Morales, ASC Director
2201 Puerto Rico Avenue
Alamogordo, NM 88310

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, 2023.

City of Alamogordo

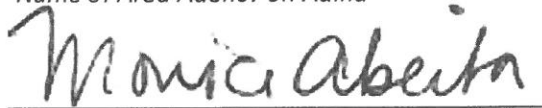
Legal Name of Subrecipient Contractor

Signature

Printed/Typed Name of Signatory

Date

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



Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

July 1, 2023
Date

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/11/2023

Report Date: 06/28/2023

Report No: 7.

Submitted By: Britney Ybarra

Subject: Consider, and act upon, approval of an agreement with the New Mexico Economic Development District, Non-Metro Area Agency on Aging (NM-AAA) for the Nutrition Services Incentive Program, the total amount budgeted is \$61,016.00. (*Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Amount budgeted: \$61,016.00 / 071.000.0000.0000.40712

Contract amount: \$61,016.00

071.300.8020.0000.53028 / (Project String: SCCM23-SUPP-FOOD-COGN) / 52.51%

071.300.8020.0000.53028 / (Project String: SCHD23-SUPP-FOOD-HOMN) / 47.49%

Recommendation: Approve the agreement.

Background: The Federal government provides this funding for the Nutrition Service Incentive Program (NSIP). The funding is utilized for our nutrition programs: congregate and home-delivered meals.

Funding is based on the number of eligible meals 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 that is 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 2023, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Alamogordo, hereinafter referred to as the "Subrecipient Contractor."

PURPOSE

The Nutrition Services Incentive Program (NSIP) provides incentives for the effective delivery of nutritious meals to older individuals. NSIP funds allow nutrition programs to increase the number of meals served.

The purpose of this Agreement is to allocate funds in support of the provision of congregate and home delivered meals provided under Title IIIC of the Older Americans Act (OAA). The Subrecipient Contractor must be a recipient of Title III funding or Title III matching funds.

IT IS AGREED BETWEEN 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 agriculture commodities and other foods produced in the United States for the use in the senior nutrition program. No imported foods, or food items containing imported products, 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, and may not be used for administrative costs.
- C. Ensure that meals furnished under contractual agreement with food service management companies, caterers, restaurants, or institutions, contain foods or commodities of United States origin; imported foods may not be purchased with these funds.
- 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 New Mexico Environment Department requirements.

- E. Ensure that each meal complies with the most recent Federal and State nutritional guidelines and requirements.
- F. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title IIIC-1 and Title IIIC-2 and other cash used for the purchase of food).
- G. Report monthly to the Agency on forms provided by the Agency and submit such other reports deemed necessary by the agency.
 - a) Submit timely and accurate consumer/client tracking service documents (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) falls on a weekend or AAA holiday, the information will be delivered, recorded or submitted by close of business on the next business day.
- H. Submit monthly expenditure reports and supporting backup documentation (receipts or invoices) by the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) falls on a weekend or AAA holiday, the information will be delivered, recorded or submitted by close of business on the next business day. Supporting documents must include:
 - a. The vendor's name, address, and contact information.
 - b. Internal transaction number
 - c. The purchased items with a description of each product along with the corresponding quantity.
 - d. The price for each item and any applicable discount given and the total amount of the sale items.
 - e. NSIP items must be identified with an "N" or "NSIP" on the invoice.
 - f. Senior center or meal site to which received the delivery, their full name, address, and contact information.
- I. Maintain documented NSIP eligibility for all meals reported. Meal counts, as recorded in the service database, must be accurate, unduplicated and include no meals that do not meet the requirements for NSIP eligibility.
- J. Maintain and retain for three (3) years from close of the federal fiscal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- K. Allow the Agency to monitor periodically the Subrecipient Contractor's fiscal accountability of NSIP.
- L. Be subject to state and federal audit requirements, as the contract of which this scope of work is a part, is funded with federal funds. The Subrecipient Contractor is considered an independent contractor of NSIP federal financial assistance, subject to audit requirements under Title II Part 200 of the Code of Federal Regulations, formerly known as Office of Management and Budget, Circular A-133 and Government Audit Standards.

- M. Ensure eligible consumers are assessed and information recorded in the service database.
- N. 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.
- O. The Agency recommends these funds be expended prior to Title III-C funds.

2. **Compensation**

- A. The total amount payable under this Agreement shall not exceed **\$61,016.00** for the purchase of foods produced in the United States, for use in senior nutrition programs. The Subrecipient Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Subrecipient Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.
- B. Assistance Listing Number: 93.053

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

This Agreement shall begin on July 1, 2023, and terminate on June 30, 2024, unless terminated pursuant to paragraph 5 or paragraph 6 or for any other reason allowed by law.

5. **Termination**

- A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty days (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance 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 may also 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 services or any another 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 and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

6. Appropriations

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

7. Status of Subrecipient Contractor

The Subrecipient Contractor and its agents and employees are independent subrecipient contractors performing services for the Agency and are not employees of the Agency. The Subrecipient Contractor and 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.

8. Assignment

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

9. 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. No such subcontract shall relieve the primary Subrecipient Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

10. Records and Audit

- A. The Subrecipient Contractor shall maintain detailed records 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 Aging & Long-Term Services Department (ALTSD), 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, improper, or illegal payments.

- B. The Subrecipient Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2023, to June 30, 2024. The audit reports provided to the Agency must include a copy of the Auditor's management letter. The audit report shall be conducted by a certified public accountant in compliance with the Single Audit Act and shall encompass the following provisions.
- a) The subrecipient contractor, expending equal to \$750,000 but less than or equal to \$250,000 in combined federal funds, shall have an audit conducted in accordance with the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200. 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-2, Title IIID, Title IIIE, NSIP, etc.) which facilitates a reconciliation of audited costs to the final report.
 - b) Submittal of the audit report for governmental 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.

11. Release

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

12. 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 developed or 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.

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 or services 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 assures 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. Confidentiality

Any confidential information provided to or developed by the Subrecipient Contractor in 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 law or regulations.

16. Amendment

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

17. 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.

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. Applicable Laws

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

20. 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.

21. 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.

22. 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:

To the Agency:

NCNMEDD – Non-Metro AAA

Attention: Neil Segotta, AAA Director

3900 Paseo del Sol

Santa Fe, New Mexico 87507

To the Subrecipient Contractor:

City of Alamogordo

Magdalena Morales, ASC Director

2201 Puerto Rico Avenue

Alamogordo, NM 88310

23. 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.

24. Authority

The Individual(s) signing this Agreement on behalf of the 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.

25. Signatures:

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2023.

City of Alamogordo

Legal Name of Subrecipient Contractor

Signature

Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging

Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director

Printed/Typed Name of Signatory

July 1, 2023

Date

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/11/2023

Report Date: 07/03/2023

Report No: 8.

Submitted By: Josh Sides

Subject: Consider and act upon Resolution 2023-25, declaring 1703 Dewey Lane to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace, or safety and ordering its abatement. (*Josh Sides, Code Enforcement Manager*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve and order the property's abatement.

Background: 1703 Dewey Ln. is so ruined and dilapidated that it is currently a risk to public health and safety. The structure was engulfed in a fire which heavily damaged the roof of the dwelling. The interior of the structure is in disrepair and has fire and smoke damage. There are portions of the ceiling that are being held in place with posts and/or temporary anchors. There are electrical boxes that have exposed wires protruding from them. The sewer line is not connected and exposed. There are extension cords running in window air conditioner units that cause the extension cords to be overloaded and very warm to the touch.

RESOLUTION NO. 2023-25

A RESOLUTION DECLARING THE BUILDING OR STRUCTURE, OR THE PREMISES LOCATED AT 1703 DEWEY LANE ALAMOGORDO, OTERO COUNTY, NEW MEXICO, TO BE RUINED, DAMAGED, AND DILAPIDATED TO BE A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE, OR SAFETY, AND ORDERING ITS ABATEMENT

WHEREAS, the governing body of the City of Alamogordo, New Mexico, finds that there is located within the City a certain building, structure, or premises at 1703 Dewey Lane, as more particularly described on the attached Exhibit 1 (the “Property”); and,

WHEREAS, the governing body does further find that the Code Enforcement Manager has investigated the condition of the Property and has found the same to be so ruined, damaged, and dilapidated, or covered with ruins, rubbish, wreckage, or debris, that it constitutes a menace to the public comfort, health, peace or safety so as to warrant abatement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION:

Section 1. That the findings of said Code Enforcement Manager, in regard to the Property, attached hereto as Exhibit 2, are hereby approved and adopted, and that the Property is found to be ruined, damaged, and dilapidated, so as to constitute a menace to the public comfort, health, peace or safety pursuant to Section 3-18-5, NMSA, 1978.

Section 2. That Mr. Rudy Ramos and Mr. Rene Ramos, the record owners of the Property, is hereby ordered to commence removal of the building or structure from the Property within ten (10) days after service of a copy of this Resolution, or within said ten (10) day period, file written objection to findings herein with the City Clerk of the City of Alamogordo, asking for a hearing before the City Commission.

Section 3. That if there is a failure of compliance with the provision of Section 2 herein, the City of Alamogordo shall proceed to remove said building or structure from the Property and abate said unsafe condition, at the cost and expense of said record, with said cost and expense constituting a lien against the building or structure so removed, and against the Property, as allowed by law.

Section 4. **SEVERABILITY CLAUSE.** If any section, paragraph, sentence, clause, word, or phrase of this resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this resolution. The Commission hereby declares that it would have passed this resolution and each section, paragraph, sentence, clause, word, or phrase thereof, irrespective of any provisions being declared unconstitutional or otherwise invalid.

PASSED, APPROVED AND ADOPTED, this ____ day of July 2023.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney

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- [Help](#)
- [Logout Public](#)

Account: R011639

Location	Owner Information	Assessment History			
Account Number <i>R011639</i>	Owner Name RAMOS & RAMOS & RAMOS	Actual (2023 -			
Situs Address 1703 DEWEY LN	ET AL	Residential Cap		\$109,938	
Previous Parcel ID 01-02009	Owner Address 2000 CRESCENT DR	applied)			
Parcel Sequence	ALAMOGORDO, NM 88310	Primary Taxable		\$36,646	
Neighborhood A8 - Alamo Estates		Exemption Adjustments:			
Tax Area 01_R		Head of Household		(\$2,000)	
Parcel Number 01N4056093365190		Veteran		(\$4,000)	
Legal Summary Subd: ALAMOGORDO		Adjusted Taxable			
ESTATES Lot: 4 Block: 2		Total		\$30,646	
Appraiser STEVE BOYLE		Tax Area: 01_R		Mill Levy: 26.030000	
		Type	Actual	Assessed	Acres SQFT
		Residential Land	\$13,000	\$4,333	0.185
		Residential Improvement	\$96,938	\$32,313	1786.000

Sale Date	Sale Price	Doc Description
		Deed
		Deed
		Deed
		Deed
		Deed
		Warranty Deed

Tax History	Images						
<table><tr><th>Tax Year</th><th>Taxes</th></tr><tr><td>*2023</td><td>\$953.88</td></tr><tr><td>2022</td><td>\$926.08</td></tr></table>	Tax Year	Taxes	*2023	\$953.88	2022	\$926.08	Map Sketch GIS
Tax Year	Taxes						
*2023	\$953.88						
2022	\$926.08						

* Estimated

Focusing On: 1703 DEWEY LN ALAMOGORDO 88310







Case #: 202300582

Case Date: 03/13/23

Address Number: 1703

Street Name: Dewey

Complainant Phone: 5754394375

Description: Trash and debris and outdoor storage of materials

Complainant Address: 2010 Oregon

Complainant Name: Baca

Reinspection: 03/29/2023

Compliance Inspection :

Property Owners :

Court case number:

DOB:

ID #:

Court Date:

Status: Draft Resolution

Assigned To: JOSH SIDES

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
01N4056093365190	1703 DEWEY LN	Subd: ALAMOGORDO ESTATES Lot: 4 Block: 2	RAMOS, RUDY & RENE		

Activities

Date	Activity Type	Description	Employee	Status
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03/13/2023	Inspection	Observed trash and debris, outside storage of materials.	CHRISTIAN BACA	Assigned
03/29/2023	Re-Inspection	Upon reinspection of this property, some of the violations had been taken care of, but still in non compliance. On 05/11/2023, I, Code Enforcement Manager Josh Sides, was made aware of a dilapidated structure located at 1703 Dewey Lane, Alamogordo, Otero County, New Mexico. Upon arrival to the residence, I observed several violations of the International Property Maintenance Code (IPMC). These violations included: • 302.1 Sanitization- Please remove or have removed all debris and junk from the back yard of the property. • 304.1 General- Please repair or have repaired any defects in the walls so they are structurally sound and sanitary so as not to threaten public health, safety, or welfare. • 304.1.1 Unsafe Conditions- Please repair or have repaired the roof of the residence so it will not admit rain into the residence and will support all nominal loads. • 304.2 Protective treatment- Please repair or have repaired all exterior surfaces in good condition and weather resistant with paint or sealant. • 304.3 Premises Identification- Please have the numerics of the residence posted so they are legible from the street, contrast with the background, and are a minimum of 4 inches tall with a stroke width of .5 inches wide • 304.4 Structural members- Please repair or have repaired exterior walls (structural members) so they can support dead and live loads on them. • 304.6 Exterior walls- Please repair or have repaired exterior walls so they are free from cracks, holes, or any other deterioration and are weatherproofed. • 304.7 Roofs and drainage- Please repair or have repaired the roof of the building to include flashing so it is sound, tight, and free of defects that allow rainwater in. • 304.13 Window, skylight, and door frames- Please repair or have repaired all doors and windows to good condition, good repair, and weather tight. • 306.1.1 Unsafe Conditions- Please repair or have repaired all or replace all components of the residence with fire damage. I drafted an IPMC letter and mailed it to the property owners, Identified through the Otero County Accessors Office to be Mr. Rudy Ramos and Mr. Rene Ramos.	CHRISTIAN BACA	Non-Compliance
05/11/2023	Inspection		JOSH SIDES	Non-Compliance
06/05/2023	Inspection	On 06/05/2023, I, Code Enforcement Manager Josh Sides, received the IPMC letter back to Code Enforcement stating it was undeliverable. Per IPMC Code, I posted the IPMC letter to the door of the residence.	JOSH SIDES	Non-Compliance
06/16/2023	Inspection	On 06/16/2023, I, Code Enforcement Manager Josh Sides, applied for and was granted an Administrative Search Warrant for 1703 Dewey by 12th Judicial District Court Judge Jessen.	JOSH SIDES	Completed

06/21/2023	Inspection	On 06/21/2023 at approximately 1330 hours, I, Code Enforcement Manager Josh Sides, along with Code Enforcement Officers Otero and Payan, Facility Maintenance Manager Paul Bennett, Deputy Fire Chief Ramirez, and Sgt. Watts executed the search warrant for 1703 Dewey. Sgt. Watts made contact with the people inside of the residence and informed them of the search warrant. Upon the residence being clear and safe, all members of the search warrant team entered the property to conduct an inspection. Photographs of the residence were collected as evidence. The property and a copy of the search warrant was given to Mr. Rene Ramos who was at the residence.	JOSH SIDES	Closed
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Violations

Date	Violation	Description	Notes	Status
03/13/2023	*14-01-020. - Accumulation of garbage, refuse and debris; removal.	(a)No person shall permit to accumulate upon premises owned, leased or occupied by him, any garbage or refuse, except in covered watertight containers made of metal or plastic.(b)No person shall throw, place, dump or dispose of any debris on any street, gutter, sidewalk or alley, nor shall any person allow the accumulation upon his property, of any debris for a longer period than five (5) days. Sites subject to an active building permit may accumulate these items for longer than five (5) days, but such items must be maintained in an orderly fashion so as not to impede on the property of others or create a hazard or attractive nuisance. Materials must be removed upon the completion of the permitted construction.(c)No person shall dump, deposit, place or dispose of any trash, debris, junk, or other matter on public property or upon the property of another without the written consent of the property owner.(d)No person shall cause or permit to remain upon any property, private or public, any dead animal, animal waste or vegetable or mineral matter or any composition or residue thereof which is in an unsanitary condition or is hazardous to public health.(e)Any unauthorized accumulation of garbage, refuse or debris is declared to be a nuisance and is prohibited.(f)No person shall cast, place, sweep or deposit anywhere within the city any garbage, refuse or debris in such a manner that it may be carried or deposited by the elements upon the street, sidewalk, alley, sewer, parkway or other public place, or into any occupied premises within the city.		*Open
03/13/2023	*14-01-030. - Garbage and refuse; precollection practices.	(a)Garbage and refuse shall be placed and maintained in containers of a type approved by the code enforcement officer.(b)No person shall burn refuse unless it is burned in an incinerator approved by the code enforcement officer. These containers shall be separate and apart from containers used for depositing garbage and refuse.(c)It shall be the responsibility of all persons to dismantle and/or flatten all boxes or packing crates, regardless of construction, and to bundle all tree clippings, before placing the same in garbage containers.(d)The following items of solid waste shall not be placed in regular collection containers, and the producers of such solid waste will be required to individually contract with the contractor or hauler for the disposal of such solid waste: Poisons, acids, caustics, chemicals, explosives, waste contaminated by infectious diseases, radioactive waste, dead animals, live pests, rocks, sand, dirt, concrete, bricks and building materials.(e)Garbage disposed of in containers provided by the contractor shall be first deposited in closed flyproof containers.(f)Motor oil and similar liquid material shall be disposed of only in sealed containers, or by arrangement with the contractor or a hauler. All such disposal shall be done in accordance with environmental protection agency standards. (Ord. No. 700, § 2, 9-24-85)		*Open

03/13/2023	*14-01-150. - Outdoor storage.	Junk means any manufactured good, appliance, fixture, furniture, machinery, vehicle, personal property or any other thing or part thereof, whether of value or valueless, that is demolished, discarded, dismantled, or in such a condition as to be generally unusable and/or inoperable in its existing state. This shall include by way of illustration only and without limitation wood, used lumber, paper, glass, bottles, rags, rubber, scrap metal, tin cans, scrap material, waste, concrete, rubble, boxes, crates, building materials, or machinery parts. (b)Declared nuisance. The presence of junk on any street, occupied or unoccupied land within the city limits in violation of the terms of this section is a public nuisance. (c)Prohibited acts. It is unlawful for any person, firm, or corporation to store, or permit to be stored or placed, or allow to remain on any public or private property or street or highway within the city limits any junk unless such junk is in an enclosed fence or wall and such junk is not visible from adjoining or surrounding property or from the street or streets or public ways. It shall be unlawful for any person to allow any vehicle regardless of condition to be left unattended on jacks or blocks for any length of time. Such activity shall be considered a public nuisance and a danger to the public welfare.	*Open
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Attached Letters

Date	Letter	Description
03/13/2023	Notice of Violation	

Notes

Date	Note	Created By:
2023-06-05	Certified IPMC letter returned as "Return to Sender. UNCLAIMED. Unable to forward" Address is correct according to the Otero County website.	Jessica Wing

Uploaded Files

Date	File Name
06/22/2023	15848868-IMG_8097.JPG
06/22/2023	15848863-IMG_8092.JPG
06/22/2023	15848864-IMG_8093.JPG
06/22/2023	15848865-IMG_8094.JPG
06/22/2023	15848866-IMG_8095.JPG
06/22/2023	15848867-IMG_8096.JPG
06/22/2023	15848857-IMG_8288.JPG
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06/22/2023	15848665-IMG_8103.JPG
06/22/2023	15848660-IMG_8098.JPG
06/05/2023	15651015-Dewey, 1703. Returned Certified IPMC letter.pdf
05/15/2023	15407331-DEWEY 1703 IPMC POSTED.pdf
05/15/2023	15405925-DEWEY 1703 RAMOS IPMC pre-mailing.pdf
04/14/2023	15043969-Dewey, 1703. Ramos, Rudy. Summons.Complaint Court Papers.pdf
04/04/2023	14945855-1703 Dewey Lane - Rudy Ramos.docx
03/29/2023	14885634-IMG_6657.JPG
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03/13/2023	14718362-1703 Dewey (8).JPG
03/13/2023	14718363-1703 Dewey (9).JPG

Dilapidated Structure

1703 Dewey Lane



Laws and Codes

- 3-18-5 NMSA 1978- Dangerous building or debris-
 - Property owner has ten (10) days to commence demolition or file a written objection to appear before the governing body of the municipality.
- 8-03-170- Unsafe Structure or debris-
 - Property owner has ten (10) days to commence demolition or file a written objection to appear before the City Commission.
- IPMC 113.1 General-
 - Property owner may board up the structure for future repair or demolition for one (1) year. Property owner has two (2) years to complete rehabilitation or demolition.

Timeline

1703 Dewey Lane

- On 05/11/2023, I was made aware of a potentially dilapidated structure and conducted an investigation.
- On 05/15/2023, a certified International Property Maintenance Code (IPMC) letter was sent to the owner listing ten violations of IPMC and how to correct them, as well as my contact information.
- On 06/02/2023, Code Enforcement received the certified letter back stating, “Return to Sender”.
- On 06/05/2023, IPMC letter was posted in a conspicuous place on the residence per IPMC Code 111.4.2.
- On 06/07/2023, Paul Bennett, Facility Maintenance Manager, conducted an inspection of the dwelling and noted there is severe damage due to a fire within, the staircase on the south side of the property is structurally unsound, and noted multiple broken windows.
- On 06/15/2023, 12th Judicial District Court Judge Jessen granted an Administrative Search Warrant.
- On 06/21/2023, the Administrative Search Warrant was executed on the property.

International Property Maintenance Code Violations

1703 Dewey Lane

- 302.1 Sanitation- Exterior property and premises shall be clean, safe, and sanitary condition.
- 304.1- General- Exterior in good repair, structurally sound, and sanitary.
- 304.1.1 Unsafe Conditions- Roof or components shall not have defects that admit rain and be structurally sound.
- 304.2- Protective Treatment- Paint or protective treatment to the exterior.
- 304.3- Premises Identification- Approved address numbers placed in a position to be plainly legible from the street.

International Property Maintenance Code

Violations (continued)

1703 Dewey Lane

- 304.4- Structural Members- Maintained free from deterioration and support loads.
- 304.6- Exterior Walls- Free from holes, breaks, and loose materials.
- 304.7- Roofs and Drainage- Shall be sound, tight, and not have defects that admit rain.
Shall not admit dampness or deterioration to the interior.
- 304.13- Windows, Skylights, and Door Frames- Kept in sound condition, good repair,
and weather tight.
- 306.1.1 Unsafe Conditions- Components or system to be beyond its limit state or have
fire damage beyond charring shall be deemed unsafe.

Condition of the Property at 1703 Dewey Lane



Condition of the Property at 1703 Dewey Lane



Condition of the Property at 1703 Dewey Lane



Condition of the Property at 1703 Dewey Lane



Condition of the Property at 1703 Dewey Lane



Condition of the Property at 1703 Dewey Lane



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/11/2023

Report Date: 07/03/2023

Report No: 9.

Submitted By: Josh Sides

Subject: Consider and act upon Resolution 2023-26, declaring 1109 Michigan Avenue to be so ruined, damaged, and dilapidated that it is a menace to the public comfort, health, peace, or safety and ordering its abatement. (*Josh Sides, Code Enforcement Manager*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve and order the property's abatement.

Background: 1109 Michigan Ave. is so ruined and dilapidated that it is currently a risk to public health and safety. The structure was engulfed in a fire which heavily damaged the roof and the second and third stories of the dwelling. The interior of the structure is in disrepair and has fire and smoke damage to the second and third floors. There is a large amount of dog feces throughout the rooms on the first and second floors. There is an extremely large amount of pigeon feces in the rooms on the third floor. There are portions of walls and ceilings throughout the dwelling that are exposed or covered by tarps. The mother-in-law suit has foundation cracks leaving the floor unlevelled and a hazard to trips.

RESOLUTION NO. 2023-26

A RESOLUTION DECLARING THE BUILDING OR STRUCTURE, OR THE PREMISES LOCATED AT 1109 MICHIGAN AVENUE ALAMOGORDO, OTERO COUNTY, NEW MEXICO, TO BE RUINED, DAMAGED, AND DILAPIDATED TO BE A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE, OR SAFETY, AND ORDERING ITS ABATEMENT

WHEREAS, the governing body of the City of Alamogordo, New Mexico, finds that there is located within the City a certain building, structure, or premises at 1109 Michigan Avenue, as more particularly described on the attached Exhibit 1 (the “Property”); and,

WHEREAS, the governing body does further find that the Code Enforcement Manager has investigated the condition of the Property and has found the same to be so ruined, damaged, and dilapidated, or covered with ruins, rubbish, wreckage, or debris, that it constitutes a menace to the public comfort, health, peace or safety so as to warrant abatement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION:

Section 1. That the findings of said Code Enforcement Manager, in regard to the Property, attached hereto as Exhibit 2, are hereby approved and adopted, and that the Property is found to be ruined, damaged, and dilapidated, so as to constitute a menace to the public comfort, health, peace or safety pursuant to Section 3-18-5, NMSA, 1978.

Section 2. That Mr. Mathew C. Reynoso, the record owner of the Property, is hereby ordered to commence removal of the building or structure from the Property within ten (10) days after service of a copy of this Resolution, or within said ten (10) day period, file written objection to findings herein with the City Clerk of the City of Alamogordo, asking for a hearing before the City Commission.

Section 3. That if there is a failure of compliance with the provision of Section 2 herein, the City of Alamogordo shall proceed to remove said building or structure from the Property and abate said unsafe condition, at the cost and expense of said record, with said cost and expense constituting a lien against the building or structure so removed, and against the Property, as allowed by law.

Section 4. **SEVERABILITY CLAUSE.** If any section, paragraph, sentence, clause, word, or phrase of this resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this resolution. The Commission hereby declares that it would have passed this resolution and each section, paragraph, sentence, clause, word, or phrase thereof, irrespective of any provisions being declared unconstitutional or otherwise invalid.

PASSED, APPROVED AND ADOPTED, this ____ day of June 2023.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney



- [Account Search](#)
- [My Reports](#)
- [Help](#)
- [Logout Public](#)

Account: R011172

Location	Owner Information	Assessment History
Account Number <i>R011172</i>	Owner Name REYNOSO, MATHEW C	Actual (2023) \$94,172
Situs Address 1109 MICHIGAN AVE	Owner Address 1109 MICHIGAN AVE	Primary Taxable \$31,391
Previous Parcel ID 01-01520	ALAMOGORDO, NM 88310	Tax Area: 01_R Mill Levy: 26.030000
Parcel Sequence		Type Actual Assessed Acres SQFT
Neighborhood A2 - Central Alamogordo		Residential Land \$18,000 \$6,000 0.258
Tax Area 01_R		Residential Improvement \$76,172 \$25,391 3089.000
Parcel Number 01N4055094152120		
Legal Summary Subd: ALAMO BLOCKS		
Lot: 13 S1/2, 14 Block: 60		
Appraiser Leah Silva		

Transfers

Sale Date	Sale Price	Doc Description
		Deed
		Deed
		Deed
		Deed
11/17/2020		Warranty Deed
03/19/2021		Warranty Deed
		Warranty Deed
		Warranty Deed
11/07/2022		Warranty Deed

Tax History	Images
Tax Year	Taxes
	Map Photo Sketch GIS
*2023	\$817.12
2022	\$482.68
* Estimated	

Focusing On: 1109 MICHIGAN AVE ALAMOGORDO 88310



Exhibit "2"

Case #: 202301003

Case Date: 04/28/23

Address Number: 1109

Street Name: Michigan Ave

Complainant Phone: 57543943337

Description: Dilapidated Structure

Complainant Address: 2010 Oregon Ave

Complainant Name: Sides

Reinspection: 05/24/2023

Compliance Inspection :

Property Owners : Mathew C Reynoso

Court case number:

DOB:

ID #:

Court Date:

Status: Draft Resolution

Assigned To: JOSH SIDES

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
01N4055094152120	1109 MICHIGAN AVE	Subd: ALAMO BLOCKS Lot: 13 S1/2, 14 Block: 60	REYNOSO, MATHEW C		

Activities

Date	Activity Type	Description	Employee	Status
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On 04/28/2023, I, Code Enforcement Manager Josh Sides, was made aware of a dilapidated structure located at 1109 Michigan Ave., Alamogordo, Otero County, New Mexico.

Upon arrival, I observed several violations of the International Property Maintenance Code which included:

- 304.1 General- Please repair or have repaired any defects in the walls so they are structurally sound and sanitary so as not to threaten public health, safety, or welfare.
- 304.2 Protective treatment- Please repair or have repaired all exterior surfaces in good condition and weather resistant with paint or sealant.
- 304.4 Structural members- Please repair or have repaired exterior walls (structural members) so they can support dead and live loads on them.
- 304.6 Exterior walls- Please repair or have repaired exterior walls so they are free from cracks, holes, or any other deterioration and are weatherproofed.
- 304.7 Roofs and drainage- Please repair or have repaired the roof of the building to include flashing so it is sound, tight, and free of defects that allow rainwater in.
- 304.13 Window, skylight, and door frames- Please repair or have repaired all doors and windows to good condition, good repair, and weather tight.
- 306.1.1 Unsafe Conditions- Please repair or have repaired all or replace all components of the residence with fire damage.

04/28/2023 Inspection

JOSH SIDES

Non-Compliance

I mailed an IPMC letter to the property owner, identified as Mr. Mathew Reynoso by the Otero County Accessors Office.

06/05/2023 Inspection

On 06/05/2023, I, Code Enforcement Manager Josh Sides, learned the IPMC letter sent to 1109 Michigan was returned to Code Enforcement undeliverable. I posted the IPMC letter to the residence as per IPMC code.

JOSH SIDES

Closed

06/16/2023 Inspection

On 06/16/2023, I, Code Enforcement Manager Josh Sides, applied for and was granted an Administrative Search warrant for 1109 Michigan from 12th Judicial District Court Judge Jessen.

JOSH SIDES

Closed

06/21/2023 Inspection

On 06/21/2023 at approximately 1500 hours, I, Code Enforcement Manager Josh Sides, along with Code Enforcement Officers Otero and Payan, Facility Maintenance Manager Paul Bennett, Deputy Fire Chief Ramirez, and Sgt. Watts executed the search warrant for 1703 Dewey. Sgt. Watts made contact with the people inside of the residence and informed them of the search warrant. Upon the residence being clear and safe, all members of the search warrant team entered the property to conduct an inspection. Photographs of the residence were collected as evidence. The property and a copy of the search warrant was given to Mr. Mathew Reynoso who was at the residence.

JOSH SIDES

Closed

Notes

Date	Note	Created By:
2023-06-05	Certified IPMC letter returned as "Return to Sender. UNCLAIMED. Unable to forward" The address is correct according to the Otero County website.	Jessica Wing

Uploaded Files

Date	File Name
06/22/2023	15848293-IMG_8294.JPG
06/22/2023	15848294-IMG_8295.JPG
06/22/2023	15848295-IMG_8296.JPG
06/22/2023	15848287-IMG_8462.JPG
06/22/2023	15848288-IMG_8463.JPG
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05/12/2023	15398636-Michigan Ave 1109 Mathew C Reynoso IPMC pre-mailing.pdf
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05/08/2023	15333117-JoshSides-04-28-2023-20-09-53-UTC-1109_Michigan_Ave.jpg

Dilapidated Structure

1109 Michigan Avenue



Laws and Codes

- 3-18-5 NMSA 1978- Dangerous building or debris-
 - Property owner has ten (10) days to commence demolition or file a written objection to appear before the governing body of the municipality.
- 8-03-170- Unsafe Structure or debris-
 - Property owner has ten (10) days to commence demolition or file a written objection to appear before the City Commission.
- IPMC 113.1 General-
 - Property owner may board up the structure for future repair or demolition for one (1) year. Property owner has two (2) years to complete rehabilitation or demolition.

Timeline

1109 Michigan Avenue

- On 04/28/2023, I was made aware of a potentially dilapidated structure and conducted an investigation.
- On 05/15/2023, a certified International Property Maintenance Code (IPMC) letter was sent to the owner listing seven violations of IPMC and how to correct them, as well as my contact information.
- On 06/02/2023, Code Enforcement received the certified letter back stating, “Return to Sender”.
- On 06/05/2023, IPMC letter was posted in a conspicuous place on the residence per IPMC Code 111.4.2.
- On 06/07/2023, Paul Bennett, Facility Maintenance Manager, conducted an inspection of the dwelling and noted there is no electrical to the dwelling, the roof has damage, needs upkeep and paint, and there is a post missing on the back porch.
- On 06/15/2023, 12th Judicial District Court Judge Jessen granted an Administrative Search Warrant.
- On 06/21/2023, the Administrative Search Warrant was executed on the property.

International Property Maintenance Code Violations

1109 Michigan Avenue

- 304.1- General- Exterior in good repair, structurally sound, and sanitary.
- 304.2- Protective Treatment- Paint or protective treatment to the exterior.
- 304.4- Structural Members- Maintained free from deterioration and support loads.
- 304.6- Exterior Walls- Free from holes, breaks, and loose materials.
- 304.7- Roofs and Drainage- Shall be sound, tight, and not have defects that admit rain.
Shall not admit dampness or deterioration to the interior.
- 304.13- Windows, Skylights, and Door Frames- Kept in sound condition, good repair,
and weather tight.
- 306.1.1 Unsafe Conditions- Components or system to be beyond its limit state or have
fire damage beyond charring shall be deemed unsafe.

Condition of the Property at 1109 Michigan Avenue



Condition of the Property at 1109 Michigan Avenue



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Condition of the Property at 1109 Michigan Avenue



Condition of the Property at 1109 Michigan Avenue



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/11/2023

Report Date: 07/05/2023

Report No: 10.

Submitted By:

Subject: Consider, and act upon, Ordinance 1670 for the first publication to approve a Local Economic Development Project for Secured Assistance Proposed by Learn New Mexico. (*Michelle Perry, CEO Learn New Mexico LLC*) (**Roll Call Vote Required**)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Funding would come from Fund 105.

Current Balance \$6,589,411

Recommendation: Approve first publication.

Background:

ORDINANCE NO. 1670

**AN ORDINANCE APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT
FOR SECURED FINANCIAL ASSISTANCE**

PROPOSED BY LEARN NEW MEXICO, LLC

WHEREAS, the City Commission of the City of Alamogordo, New Mexico acknowledges local government has an important role in economic development and should provide leadership whenever it has the opportunity.

WHEREAS, the City Commission of the City of Alamogordo, New Mexico recognize that Chapter 02 article 14 sets the standards for economic development in Alamogordo New Mexico.

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo, New Mexico approve the following:

Pursuant to the City of Alamogordo Economic Development Plan, Ordinance No. 983 and NMSA 1978 Section 5-10-1, et seq. (Local Economic Development Act, the "Act"), the proposed economic development project of Learn New Mexico, LLC ("the Company") is approved for the purposes set forth in NMSA 1978 Section 5-10-1, et seq., and the City of Alamogordo is authorized to enter into a Project Participation Agreement ("the Agreement") with the Company as required by Section 10 of the Act, and in substantially the same form as attached hereto, the terms of which are incorporated herein. The City Commission finds as follows:

1. The Company is an entity as defined in NMSA 1978, Section 5-10-3(G);
2. Under the Agreement, the Company will provide a substantive contribution for the proposed project as described in NMSA 1978 Section 5-10-10(B)

3. The Agreement complies with the requirements of the Act and Ordinance No. 983;
4. The benefit of the proposed project to the City of Alamogordo is repayment of the financial assistance through the creation of jobs and other benefits arising from employment and economic activity under the project which exceeds the cost to the City of providing to the Company the assistance specified in the agreement, and,
5. The Agreement complies with the requirement of Section 10 of the Act

BE IT FURTHER ORDAINED, that the Mayor of the City of Alamogordo, New Mexico is authorized and directed to do all things necessary to implement this ordinance that is lawfully adopted.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2023.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney



Alamogordo Innovation Center

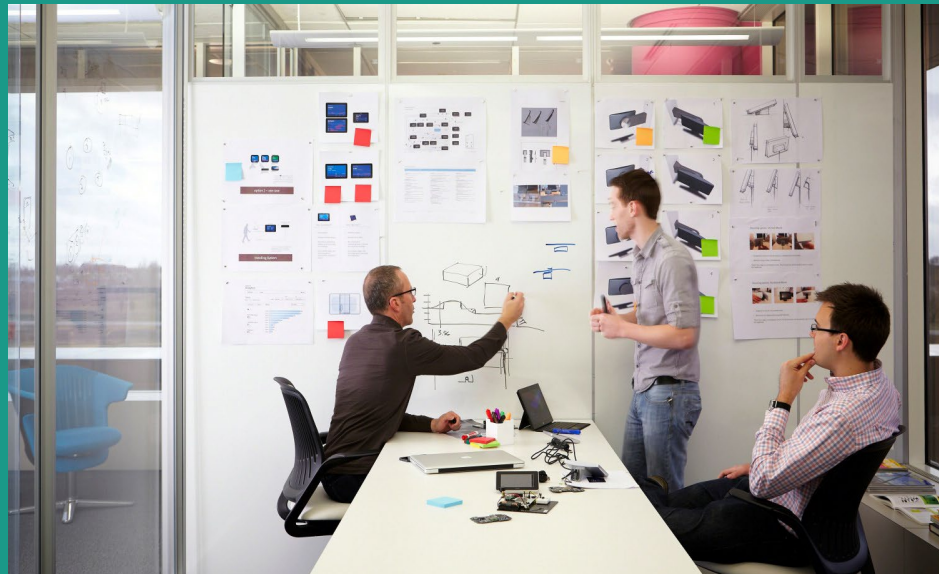
A Rural Economic Stimulus Solution

Local Economic Development Act Funds Request

GOALS

- ➔ **Promote Entrepreneurship and Small Business**
- ➔ **Provide flexible leasing options for prime space**
- ➔ **Collaborate with local small businesses**
- ➔ **Promote and train high-need workforce skills**
- ➔ **Grow Alamogordo's economy**

Purpose 1: Innovation Center



Purpose 2: Co-Working Space



Purpose 3: Shared Commercial Kitchen



Examples

- Work 141 -Las Cruces, NM
- Working Capitol -El Paso, TX
- FatPipe ABQ -Albuquerque, NM
- projectY -Los Alamos, NM
- Turtleback Coworking -Truth or Consequences, NM
- AZ CoWork -Scottsdale, AZ
- The Enclave -Colorado Springs, CO

—

Market Analysis

“Would you or do you know of someone who would use the following services?”

1. Temporary or periodic use of office space:

62% Yes 22% Maybe 16% No

1. Commercial kitchen/refrigeration/receiving/storage i.e. for a food truck or caterer:

61% Yes 19% Maybe 19% No

2. Reception services/fixed address and phone number/receiving mail and freight:

34% Yes 51% Maybe 14% No

1. Training/venue/meeting space for companies with technology resources:

78% Yes 19% Maybe 2% No

1. Entrepreneurial and networking hub:

73% Yes 19% Maybe 8% No



Potential Revenue



Product	Customers	Yearly Revenue
Co-Working Work Spot (Hot Desk+):	10 members/year	\$29,400
Co-Working Work Desk (Semi-Private+)	5 members/year	\$20,700
Full Work Space Plan (shared Private Office+)	10 members/year	\$107,400
Kitchen Space Rental	10 members	\$10,000
Large Conference Room Rental	20	\$18,000
Storefront Rental Space	1	\$10,000

Economic Impact Repayment Schedule



LEDA funds request: \$1,300,000

2025:
\$260,000

2026:
\$260,000

2027:
\$260,000

2028:
\$260,000

2029:
\$260,000

Total Economic Impact: \$3,573,000

Job Skills Training/Creation:
\$3,456,000

Free Networking Events Value: \$117,000

Potential Location

3200 North White Sands Blvd





City of ALAMOGORDO

CITY OF ALAMOGORDO ANALYSIS

The City of Alamogordo Received the LEDA application on April 27th, 2023.

From April through July, the City thoroughly reviewed the application, continued dialog with the CEO, visited the site, and did a walk-through.

THE CITY'S FINDINGS:

- ❖ The Alamogordo Innovation Center is a business that the City of Alamogordo does not have. Innovation centers have a proven success rate in cities throughout New Mexico. Post-Covid, they have become increasingly important in training the future workforce and developing the current workforce.
 - Collaboration with Learn Imrsv makes it the only Alamogordo company that creates and delivers job training via 360 immersive virtual reality.
- ❖ The Alamogordo Innovation Center requests 1,388,700. Qualifying expenses are \$1,000,000, which includes the purchasing of the Land & Building and permanent renovations.
- ❖ There is a lot of community support for the business, including participants requesting the services provided and community leaders including:
 - Senator Ron Griggs (Letter of recommendation attached in the packet)
 - Dr. Ken Van Winkle, Associate Vice Chancellor-NMSU (Letter of recommendation attached in the packet)
 - New Mexico Workforce Connections (Letter of recommendation attached in the packet)
 - Center of Commerce (Letter of recommendation attached in the packet)
- ❖ The current CEO and business are local, with strong ties to the community, reducing the risk of the company leaving the state.
- ❖ As a small business, the company has not shown a loss on its financial statements and has been fiscally sound. In addition, the CEO has notable accomplishments, including:
 - School district curriculum restructuring with 6,000 students and 15 schools.
 - Secured and managed multi-million dollar funds and programs at the federal level.
 - Resume is attached in the packet.
- ❖ The investment is protected by using the building as “collateral.” The City will file a mortgage through the count.
 - Should the company default, the building could be used as City Facility, similar to the civic center and Dudley School, providing an additional service to the community. Highlights of the building include 2 industrial kitchens and Large rentable spaces.

- ❖ An analysis of payback is below. We believe that after year 4 years, the cost recovery will estimate to 1,121,100, covering the initial investment. The City would still do a 5-year term.

Learn New Mexico, LLC

Alamogordo Innovation Center

Date: 06/30/2023

LEDA Funds Request	Year 0
Current Amount Requesting	\$1,388,700
Previous Request- (Amount not recovered)	\$0
Less Amount received from the State	\$0
Total Leda Funds Requested	\$1,388,700

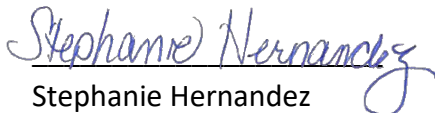
Expenses:	Request	Allowed
Land & Building	\$600,000	\$600,000
Remodel & Renovations (permanent fixtures)	\$400,000	\$400,000
Total Expenses	\$1,000,000	\$1,000,000

		2025	2026	2027	2028	2029
Cost Recovery: Job Creation	YEAR	1	2	3	4	5
Project Manager					\$100,000	
Innovation Center Director			\$78,000			
Administrative Assistant				\$58,500		
Instructional Educator		\$42,200				
24 Newly Trained Employees annually @ \$15.00/Hr. (120 New Workers		\$187,200	\$187,200	\$187,200	\$187,200	\$187,200
Cost Recovery: Services						
Free Services to the Community		\$23,400	\$23,400	\$23,400	\$23,400	\$23,400
Total Costs Recovery Per Year		\$252,800	\$288,600	\$269,100	\$310,600	\$210,600
Totals	YEAR	1	2	3	4	5
Cumulative Cost Recovery		\$252,800	\$541,400	\$810,500	\$1,121,100	\$1,331,700

Does Job Creation cover leda funds requested **Yes**

- ❖ The business qualifies per City Ordinance 02-14-40 as Follows
 - **02-14-040 (a) Economic Development Goals**
 - ✓ (1) To diversify the local economy by the creation of additional jobs in existing business and the development of new business.
 - ✓ (5) To encourage cooperation between the public and private sectors as they assist in the creation of new jobs.

- ✓ (7) To help develop within the community's resources the best possible vocational and other skill training to prepare the local populace to enter the work force.
- **02-14-040 (b) Types of businesses that meet the community's goals.**
 - ✓ (1) Industry that meets all environmental standards both state and federal.
 - ✓ (2) Industry that does not use large amount of water in its production processes. Exceptions may be made in instances where the water is mostly reprocessed rather than discharged.
 - ✓ (3) Industries that pay a wage that will help improve the local per capita income.
 - ✓ (5) Qualifying office/service industries (such as telemarketing or data processing) that provide jobs attractive to high unemployment groups including second incomes for families.
 - ✓ (6) Industry that will help diversify the local labor market and lessen the reliance on federal government employment.
- **02-14-040 (c) Qualifying Entity.**
 - ✓ (3) A business, including a restaurant or lodging establishment, in which all or part of the activities of the business involves the supplying of services to the general public or to governmental agencies or to a specific industry or customer, but, other than as provided in paragraph (5) or (9) of this subsection, not including businesses primarily engaged in the sale of goods or commodities at retail;


Stephanie Hernandez
Acting City Manager

07/05/2023

Date



New Mexico State Senate
State Capitol
Santa Fe

COMMITTEES:

MEMBER:
• Judiciary
• Public Affairs

SENATOR RON GRIGGS

R-Doña Ana, Eddy & Otero-34

2704 Birdie Loop
Alamogordo, NM 88310

Home: (575) 439-1331
Cell: (575) 430-2597
E-mail: ron.griggs@nmlegis.gov

April 25, 2023

Mayor Susan Payne
Alamogordo City Commissioners

Ms. Michelle Perry is starting a new business venture here in Alamogordo and is applying for economic development funds to help get this business off the ground. Her business will be called the Alamogordo Innovation Center and will provide multiple opportunities for our community. I recommend that the City carefully review her application for assistance and help her as you are able.

Ms. Perry's approach is patterned on other successful endeavors across the state and region. I believe she will be able to duplicate those successes here in Alamogordo. I also believe this type of operation will facilitate other economic activity in Alamogordo and Otero County.

Again, I ask for your support of the Alamogordo Innovation Center. Thank you.

Very truly yours,

A handwritten signature in cursive script, reading "Ron Griggs".

Ron Griggs
NM State Senator

April 27, 2023

To Whom it May Concern:

Please accept this correspondence as support for Michelle Perry's request for Local Economic Development Act (LEDA) funds to help stand-up the Alamogordo Innovation Center. This venture will benefit community businesses, private citizens, visitors, and make use of space otherwise vacant.

The Alamogordo Innovation Center would support leasing for meeting space, restaurant kitchen space, mail, freight and reception services for businesses, a technology hub for training and awareness, small and large conference areas, remote and co-working space, and a meeting facility. As there are properties in Alamogordo that are unoccupied, I see this as an opportunity to use space in a positive way and enhance the potential for economic development.

I also know Michelle Perry and her entrepreneurial spirit and drive. She is a creative thinker and does not delve into projects without completing her research and feasibility work. I support this project and encourage the City of Alamogordo to grant Michelle Perry Local Economic Development Act funds.

Sincerely,



Ken Van Winkle

Associate Vice Chancellor

New Mexico State University

New Mexico Workforce Connection

A Proud Partner of the American Job Center Network

LEDA Applications Manager
City Manager's Office
1376 E. 9th Street
Alamogordo, NM 88310

Dear City of Alamogordo LEDA Applications Manager,

The WIOA staff for the Title I Adult/DW program in the Otero County area are pleased to be writing a letter in support of the proposal for the Alamogordo Innovation Center being submitted to the City of Alamogordo Program by Michelle Perry CEO Learn New Mexico & learn imrsv. We strongly support this application for funding and the focus on economic and workforce development for the Alamogordo area. The concept that Michelle has put forth will do much to serve the varying needs of local employers, entrepreneurs, job seekers, and others in the community. As fellow workforce development professionals we see how the Alamogordo Innovation Center will benefit many of the people we assist on a daily basis.

Workforce Innovation and Opportunity Act (WIOA) is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Through our experiences with Michelle as a WIOA on the job training employer, and also what we have seen her accomplish through her companies we believe that she will make the most of any funding granted to her for this endeavor. We also admire the initiatives set forth by the City of Alamogordo to fund projects that greatly benefit the community and its residents, and believe that funding the Alamogordo Innovation Center will increase the opportunities available in many area of workforce and professional development.

Sincerely,



Mike Hopkin
WIOA Adult/Dislocated Worker
Coordinator-Eastern Region
New Mexico Workforce Connections
901 Alaska Ave.
Alamogordo, NM 88310



1301 North White Sands Boulevard
Alamogordo, New Mexico 88310

Phone: 575.437.6120
Fax: 575.437.6334

To whom it may concern,

I am writing to express my support for the proposed Alamogordo Innovation Center. As a community member, this shared workspace will provide a much-needed solution to one of the biggest challenges facing individuals working from home or running their businesses in our rural area.

The Alamogordo Innovation Center will offer a collaborative and professional workspace tailored to the unique needs of entrepreneurs and businesses looking to establish a presence or expand their operations in the area. The center will provide resources such as private office space, meeting rooms, dedicated desk space, mail services, and reception services, which are essential to ensuring the success of businesses and entrepreneurs in our community.

In particular, the availability of private office space and meeting rooms will greatly assist community organizations and local businesses needing a professional setting for meetings, presentations, and workshops. In addition, the Alamogordo Innovation Center will help foster a sense of community and collaboration among local entrepreneurs and business leaders.

Furthermore, the mail and reception services offered at the shared workspace will provide convenience and professionalism currently uncommon in our rural community. Tenants will be able to receive mail and packages at the center and be greeted professionally by reception services to ensure visitors are directed to the appropriate individual or team.

In conclusion, I strongly support the establishment of the Alamogordo Innovation Center and believe it will provide a valuable resource to entrepreneurs and businesses in our community. Thank you for your attention to this matter.

Sincerely,

Michelle Gill
Interim Executive Director
Alamogordo Center of Commerce
575-437-6120

Local Economic Development Act (LEDA)
Application

Submitted to: The City of Alamogordo



Submitted by: Learn New Mexico, LLC
April 2023

Checklist

I have read the information page, and my business qualifies as a: (check all that apply)	☐ Industry for the manufacturing, processing, or assembling of agricultural or manufactured products ☐ Commercial business for storing, warehousing, distributing, or selling productions of agriculture, mining, or industry ☒ A business (including restaurants or lodging) in which all or part includes the supplying of services to the general public ☐ An Indian nation, tribe, pueblo, or tribal corporation ☐ Telecommunications sales making most of its sales outside New Mexico ☐ Farmer's market ☐ A Developer of a metropolitan redevelopment project Cultural facility. ☐ Cultural facility ☐ None of the above apply (<i>you do not qualify for LEDA funding</i>)
Have you applied for State LEDA?	☐ Yes ☒ No
If yes, what is the status?	Click or tap here to enter text.
Who is your contact at the state?	

May The City contact this individual?

☐ Yes ☐ No

Please provide the contact information.

Click or tap here to enter text.

Click or tap here to enter text.

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Applicant Information

- a) Owner: Michelle Perry, mailing address: 229 Grosvenor Ct. Alamogordo, NM 88310, michelle@learnimrsv.com, 575-937-5991
- b) Legal Business Name: Learn New Mexico, LLC
- c) Business Location: 1301 N. White Sands Blvd. Alamogordo, NM 88310
- d) 575-937-5991
- e) michelle@learnimrsv.com
- f) FEIN: 85-3716305
- g) NM Tax ID: 03-536626-00-5
- h) Current Alamogordo City Business License Number: 22-00024482
- i) Type of Business: LLC

History and Background Information

- a) Learn New Mexico, LLC has been a registered business in Alamogordo, NM since 2021. Our company is an educational consulting agency which specializes in modernizing learning for life-long pursuit of learning and development. We have served small businesses, non-profit organizations, educational institutions, and town governments in our short two years of existence. We currently have 3 employees and have on average 5 contracts running at one time. We provide services in training and development, professional learning, leadership training, and strategic planning. In addition, we provide access to hundreds of online courses for certificate programs in high demand job sectors. Our website: www.learnnewmexico.com
- b) Our combined experience in leadership and training at Learn New Mexico is over 50 years, which enables our company to attend to multiple and expansive endeavors in helping our clients meet their learning goals. Click here for our resumes: [TEAM RESUMES](#).
- c) Our owners have not ever filed for bankruptcy
- d) Our owners and company have never defaulted on a loan.
- e) Our company does not have a governing board.

Project Request Amount

- a) Our proposed request is to build and develop ***The Alamogordo Innovation Center***. The goals of the Innovation Center are:
- i) Promote entrepreneurship and small businesses in Alamogordo and Otero County
 - ii) Provide flexible leasing options for prime space
 - iii) Collaborate with local small businesses and organizations for strong economic growth and development
 - iv) Promote and train high demand job sectors workforce skills
 - v) Grow Alamogordo's economy

When an entrepreneur has a great idea for a business, they need money to invest in the infrastructure to create a successful business. Normally, that would involve 1) renting a space, 2) purchasing technology, and 3) hiring a staff to build that framework. The high cost of those three things is one of the biggest challenges to innovation and one of the main barriers to a business gaining traction toward a consistent revenue stream. We want to create a facility that functions as a reliable and efficient structure for small businesses which would support them until their traction allowed them to invest in those things themselves. This would include but not be limited to:

- leasing for meeting space
- restaurant/commercial kitchen space (to include storing, refrigeration and preparation)
- mail, freight receipt for clients
- designated email/phone for reception services
- technology hub for training and awareness
- small and large conference areas
- remote and co-working space
- venue facility

In general, the Alamogordo Innovation Center would serve as an 1) innovation center, 2) a co-working space, and 3) a shared/commercial kitchen.

The amount requested is \$1,388,700.00

b) Timeline

Activity	Begin Date	End Date	Operational Date	Cost
Acquire Property for the Innovation Center (First Choice: 3200 N White Sands Blvd Alamogordo, NM 88310 - Retail Property for Sale on CommercialExchange.com)	July 1, 2023	January 1, 2024	May 1, 2024	\$600,000
Remodel and repurpose Interior and Exterior	January 1, 2024	April 1, 2024	May 1, 2024	\$400,000
Hire a Project Manager	July 1, 2023	May 1, 2024	July 1, 2023	\$100,000
Market and contract leasee and training projects (to include costs associated with marketing and development)	April 1, 2024	April 1, 2025	April 1, 2025	\$10,000
Hire and sustain Staffing positions: Innovation Center Director, Administrative Assistant, and an instructional educator	May 1, 2024	May 1, 2025	May 1, 2025	\$178,700
Facility and administrative indirect costs for one year of operation (utilities, internet, phone service, web site, etc.)	May 1, 2024	May 1, 2025	May 1, 2025	\$100,000
Total				\$1,388,700

c) **Payback Period:** May 1, 2025 - May 1, 2029

d) Infrastructure Needs and Scope of Work:

Activity	Cost	Beneficial Purpose
Purchase Property	\$600,000 (reduced from asking price)	Repurpose a building which has sat vacant for an extended time - reduce environmental footprint as opposed to new construction - property is located in a high traffic location with excellent parking
Remodel and Repurpose Property	\$400,000	Restock industrial grade kitchen equipment for restaurant use/rental Remodel space for co-working and leasing options for businesses and venues (i.e. Center of Commerce and other businesses) Purchase movable and flexible seating options and technology for conferencing and presentations Repair/maintain/monitor facility costs such as utilities and HVAC

Detailed Information

- a) The Alamogordo Innovation Center concept is showcased among multiple examples within our own state and in bordering states. Here are some examples of similar concepts:
- i) [Workspace 141 -Las Cruces, NM](#)
 - ii) [Working Capitol -El Paso, TX](#)
 - iii) [FatPipe ABQ -Albuquerque, NM](#)
 - iv) [projectY -Los Alamos, NM](#)
 - v) [Turtleback Coworking -Truth or Consequences, NM](#)
 - vi) [AZ CoWork -Scottsdale, AZ](#)
 - vii) [The Enclave -Colorado Springs, CO](#)

The Alamogordo Innovation Center will provide support for small businesses and entrepreneurs who will continue to grow Alamogordo's economic base. Local entrepreneurs will be supported and will thrive by having meaningful and relevant services that a new business otherwise couldn't afford. Local business owners will also be able to collaborate with other small business owners in order to succeed in this everchanging modern world, thus creating a compounded positive impact in our community. Alamogordo entrepreneurs can contribute to the greater good and create a better world for future generations with new leaders. In general, the Alamogordo Innovation Center would serve as an 1 1) innovation center, 2) a co-working space, and 3) a shared commercial kitchen.

1) Innovation Center

An innovation center is a specialized facility designed to foster innovation, creativity, and collaboration among entrepreneurs, startups, and established companies. Here are some benefits of an innovation center:

- Access to resources and expertise: Innovation centers provide access to various resources, such as funding, mentorship, and industry experts, that can help entrepreneurs and startups grow and succeed.
- Collaboration and networking: Innovation centers bring together entrepreneurs, startups, and established companies from different industries, fostering collaboration and networking opportunities.
- Accelerated growth: Innovation centers can help startups and entrepreneurs accelerate their growth by providing them with the resources and support they need to scale their businesses.

- Access to cutting-edge technology: Innovation centers often have state-of-the-art facilities and equipment, giving startups and entrepreneurs access to cutting-edge technology that they may not be able to afford on their own.
- Research and development: Innovation centers can provide a space for research and development, allowing companies to innovate and create new products and services.
- Talent acquisition: Innovation centers can attract top talent, providing startups and entrepreneurs with access to a diverse pool of skilled professionals.
- Brand building: Innovation centers can help companies build their brand and reputation by providing them with exposure to investors, industry leaders, and other key stakeholders.

2) Co-Working Space

A co-working space is a shared office space where individuals or businesses can work together in a communal setting. Here are some benefits of a co-working space:

- Cost-effective: A co-working space is an affordable option for individuals or small businesses who may not be able to afford a traditional office space.
- Networking opportunities: Co-working spaces bring together people from various backgrounds and industries, creating a diverse community where members can collaborate and share ideas.
- Flexibility: Co-working spaces offer flexible working hours, allowing members to work on their own schedules, which is especially useful for freelancers or those who work remotely.
- Increased productivity: Co-working spaces offer a professional and productive environment that can help members stay focused and motivated.
- Access to amenities: Most co-working spaces offer a range of amenities such as high-speed internet, meeting rooms, printers, and coffee bars, which saves members time and money.
- Work-life balance: Co-working spaces often have a community-oriented culture that fosters work-life balance and wellbeing, offering wellness programs, social events, and other activities.
- Reduced isolation: Co-working spaces can provide a sense of community and reduce isolation for those who work from home or are self-employed.

3) Shared Commercial Kitchen

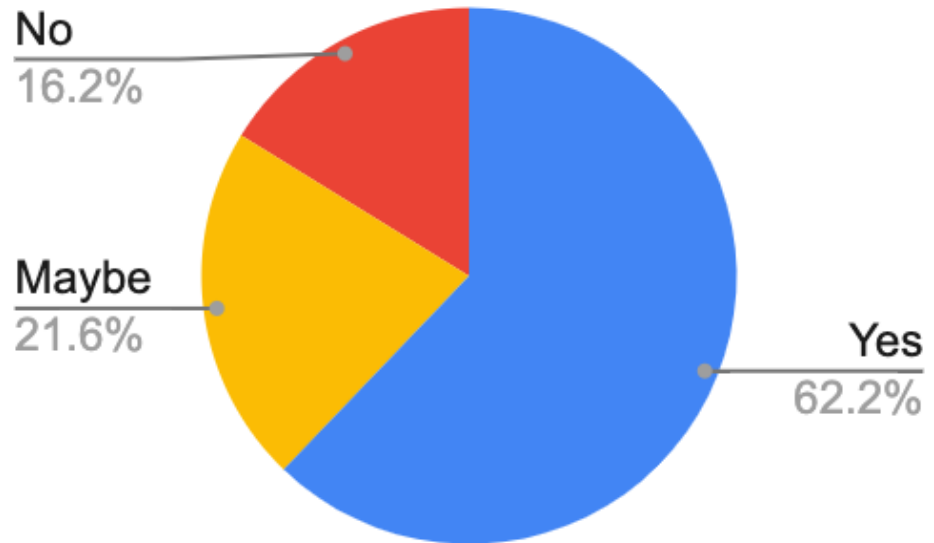
A shared commercial kitchen is a space where individuals or groups can prepare and share food together. Here are some benefits of a shared commercial kitchen:

- Cost-effective: A shared community kitchen is a cost-effective option for individuals or groups who may not have access to their own kitchen or cannot afford to rent a commercial kitchen.
- Promotes community building: Shared community kitchens bring people together, fostering a sense of community and social interaction.
- Promotes healthy eating: Shared community kitchens can encourage healthy eating habits by providing a space for individuals to prepare and share nutritious meals.
- Reduces food waste: Shared community kitchens can help reduce food waste by allowing individuals to share ingredients and collaborate on meal planning.
- Access to equipment: Shared community kitchens often have commercial-grade equipment that individuals may not have access to in their own homes, such as large ovens, stovetops, and refrigerators.
- Offers a space for cooking classes and workshops: Shared community kitchens can offer a space for cooking classes and workshops, allowing individuals to learn new cooking skills and techniques.
- Supports local food systems: Shared community kitchens can support local food systems by providing a space for community members to prepare food from locally grown or produced ingredients.

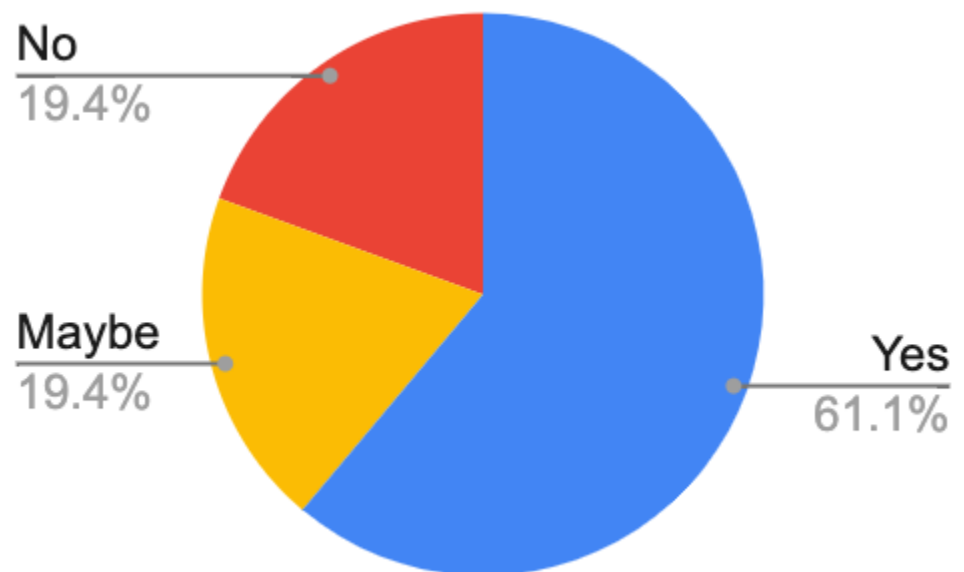
b) **Market Analysis:** A survey was provided via “Coffee and Connections” networking event and on social media:

- i) 37 Responses to the following market survey questions with stem “**Would you or do you know of someone who would use the following services?**”:

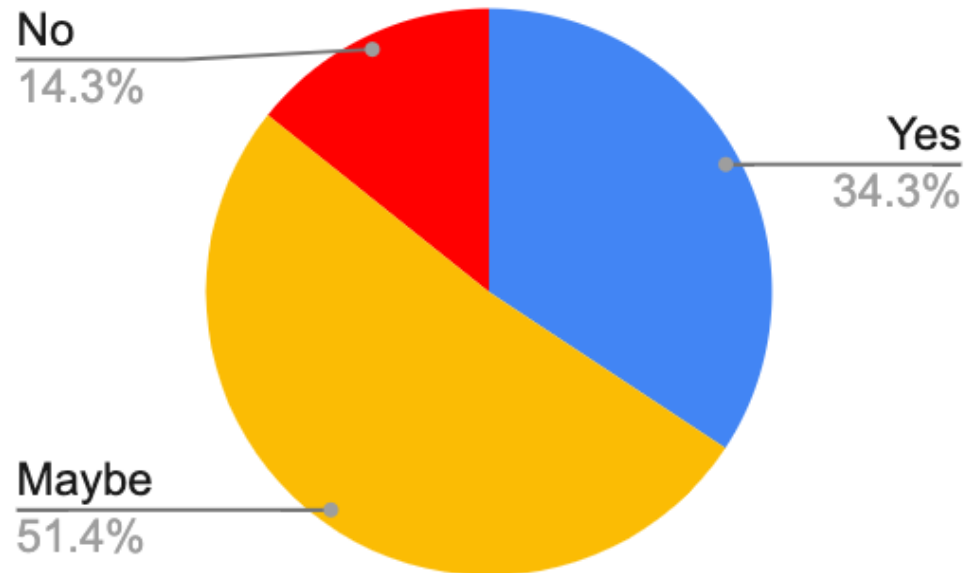
1) Temporary or periodic use of office space



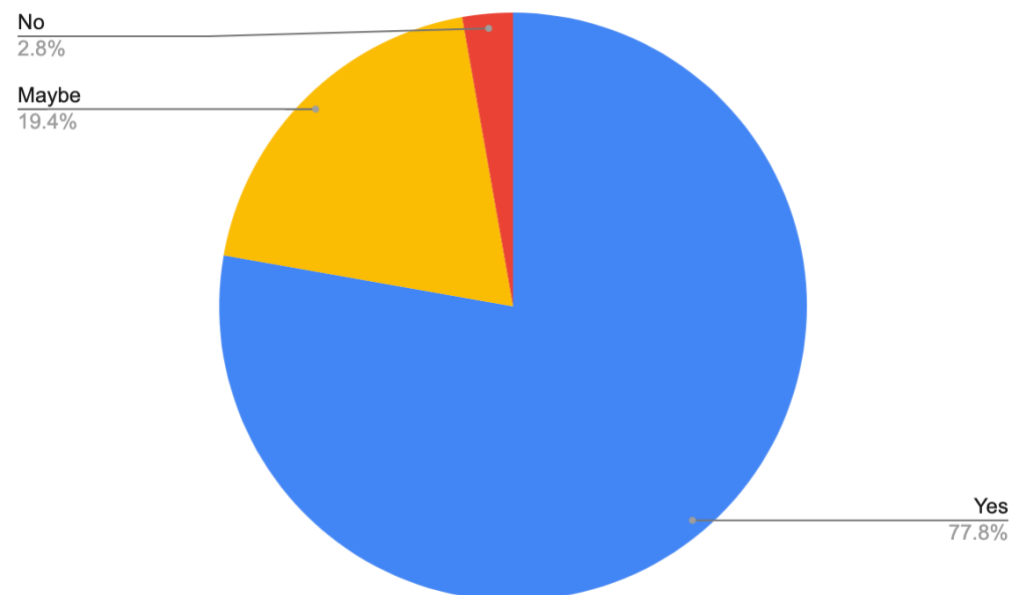
2) Commercial kitchen/refrigeration/receiving/storage i.e. for a food truck or caterer



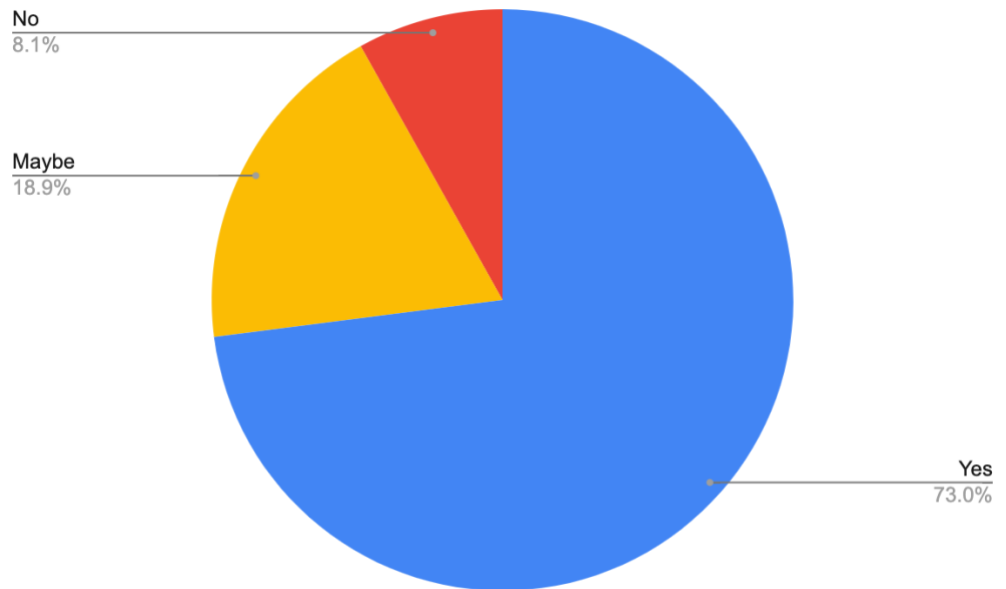
3) Reception services/fixed address and phone number/receiving mail and freight



4) Training/venue/meeting space for companies with technology resources



5) Entrepreneurial and networking hub



6) Comments from surveys:

- Training in technology work-related sectors
- Youth services for next step planning
- Training on State laws affecting small businesses
- State-of-the-art tools and equipment, the latest design technology, and the resources to test and produce new products, and training on how to use the technology
- Partner with local high schools: educators and students support innovations for local arts in the community
- Venue is much needed
- Community service i.e. AA, NA, counseling services, child development. Diabetes/HIV/ HEPC Support groups
- Much needed
- Hybrid meeting space
- Study areas and/or tutoring areas
- Multimedia studio space for production of Ad/profesional media
- The tech resources sound great
- Space for youth clubs to meet
- The venue space would need to be significant to truly meet the needs of our community. This would be nice if this was located near a hotel to drive more conf. traffic.

- Reading spaces, young adult spaces, Alamogordo is the main focus but La Luz is in need of growing the community. Workforce areas needed ect. Mechanics, writing/phone skills, farming and self sustainability. Child Care center with flexible hours, adult playground, napping/meditation room.
- Perhaps an area that could be used for childcare while parents are in training. Love the name!

c) Operational Plan:

i) Amenities:

1) Virtual Office

- Conference rooms (2 hours per month)
- Free, unlimited coffee/drinking water
- Mail & parcel service
- Comfort Amenities
- Networking events
- Member listing on our website
- Lounge access (twice per month, 9am – 5pm)
- Reception service

2) Co-Working Workspot

- Conference room (4 hours per month)
- Free, unlimited coffee/drinking water
- Mail & parcel service
- Comfort Amenities
- Networking events
- Member listing on our website
- 24/7 entry with app

3) Co-Working Work Desk

- Conference rooms (6 hours per month)
- Desk signage
- Storage unit with lockable drawer
- Free, unlimited coffee/drinking water
- Mail & parcel service
- Free, unlimited coffee/drinking water
- Comfort Amenities
- Networking events
- Member listing on our website
- 24/7 entry with app

4) Work Space Plan

- Office Space
- Conference room access (8 hours per month)

- Exterior signage
 - Free, unlimited coffee/drinking water
 - Mail & parcel service
 - Comfort Amenities
 - Networking events
 - Member listing on our website
 - 24/7 entry with app
- 5) Small Conference Room Rental
- seats up to 20 with chairs/tables/communication technology
- 6) Large Conference Room Rental
- seats up to 50 with chairs/tables/communication technology
- 7) After-hours Venue Rental
- Use of facility after business hours
- 8) Restaurant Kitchen Rental
- Use of kitchen space and appliances
- 9) Restaurant Kitchen Space Rental
- Hourly use of kitchen space and appliances

Amenity	Cost	Estimated Client Number/ year	Estimated Revenue Generated/ year	Overhead Costs: \$264,319*	Annual Profit
Virtual Office	\$500 mo + \$500 deposit	10	\$60,000	\$58,500	\$1500
Co-Working Workspot	\$245/mo	10	\$29,400	\$27,795	\$1605
Co-Working Work Desk	\$345/mo + \$345 deposit	5	\$20,700	\$19,570	\$1130
Work Space Plan	\$895/mo + \$895 deposit	10	\$107,400	\$101,538	\$5862
Small Conference Room Rental	\$125/hour + cleaning fee	20 @ 6 hours	\$15,000	\$14,181	\$819
Large	\$150/hour	20 @ 6	\$18,000	\$17,018	\$982

Conference Room Rental	+ cleaning fee	hours			
After-hours Venue Rental	\$200/hour + cleaning fee	5 @ 2 hours	\$2000	\$1,891	\$109
Restaurant Kitchen Rental	\$100/day + cleaning fee	5 @ 10 days	\$5000	\$4,727	\$273
Kitchen Space Rental	\$50/hour + cleaning fee	10 @ 20 hours	\$10,000	\$9,454	\$546
Business/ Storefront Rental Space	\$10,200/ year + \$850 deposit	1	\$10,200	\$9,645	\$555
total			\$277,700	\$264,319	\$13,381

*($\$36,264$ in utilities ($\$4/\text{sqft}$) + $\$178,700$ in personnel + $\$35,000$ in maintenance + $\$14,355$ misc such as taxes and insurance)

d) Marketing Strategy:

- i) Target Audience: Freelancers, entrepreneurs, small businesses owners, large business owners, remote workers, training and development organizations, non-profits, etc.
- ii) Competition: Other local Innovation Centers/Co-Working spaces do not exist in Alamogordo. The closest one to our location is in Las Cruces, NM. Venues such as the Tea Shed and the Willie Estrada Center are also competitors. We can improve upon Alamogordo's competition as no such spaces offer co-working and technology-hub training centers.
- iii) Unique Selling Proposition: Amenities unlike any found in Alamogordo, flexible pricing, exceptional customer service tailored to local business needs and promotion of entrepreneurship.
- iv) Branding Strategy: The brand of the Alamogordo Innovation Center will reflect our unique selling propositions and resonate with our target audience. A logo and tagline will be created to align with our brand values and messaging.
- v) Content Marketing Strategy: Learn New Mexico delivers valuable content through social media outlets, email marketing, radio and other advertising such as flyers and participation in community events. This same effort will

be applied to the Alamogordo Innovation Center, which will include: website, blog posts, social media posts, videos, and podcasts.

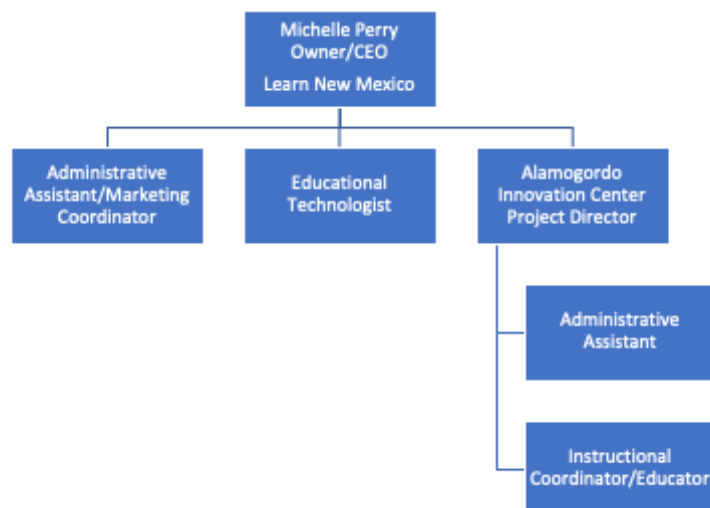
- vi) Develop Partnerships: Local businesses and organizations will be identified that could benefit from the Innovation Center. This could include startups, incubators, accelerators, and networking groups. Special rates or other incentives to partner with the Innovation Center can be arranged. Two such promising partnerships which exist today are: Alamogordo Center of Commerce and the New Mexico Workforce Connection (see letters of support).
- vii) Host Events: The Alamogordo Innovation Center will host networking events, workshops, and seminars that will help establish the Innovation Center as a hub for innovation and collaboration.
- viii) Offer Referral Incentives: Existing Customers/Clients of the Innovation Center will be encouraged to refer their friends and colleagues to the Innovation Center by providing discounts, free services, and other incentives.

e) **Organizational Chart** (current and proposed):

1) Current Organization Chart:



2) Proposed Organizational Chart:



Company Financial Information

- a) Three years of tax documents: Please see tax returns attached
- b) Cash flow, income, and expense projections for payback period

DATE	Income	Amount	Expense	Amount	Payback Period	Economic Impact
July 1, 2023	Learn New Mexico	\$30,000	Directing/ Organizing Project	\$30,000	0	
July 1, 2023	LEDA	\$600,000	Building Purchase	\$600,000	0	0
July 1, 2023	LEDA	\$100,00	Project Manager	\$100,000	0	0
January 1, 2024	LEDA	\$400,000	Remodel	\$400,000	0	\$400,000
April 1, 2024	LEDA	\$10,000	Marketing	\$10,000	0	0
May 1, 2024	LEDA	\$178,700	AIC Job Creation	\$178,700	0	\$178,700
May 1, 2024	LEDA	\$100,000	Facility and Administrative Indirect Costs	\$100,000	0	0
May 1, 2025	Rental Space Business	\$10,200	Rental Space Job Creation	\$169,680	0	\$169,680
May 1, 2025	Jobs from AIC + lessee at AIC + remodel				Year 1	\$748,380
May 1, 2026	Jobs from AIC + lessee at AIC				Year 2	\$348,380
May 1, 2027	Jobs from AIC + lessee at AIC				Year 3	\$348,380
May 1, 2028	Jobs from AIC + lessee at AIC				Year 4	\$348,380
May 1, 2029	Jobs from AIC + lessee at AIC				Year 5	\$348,380

- c) Schedule of Funding commitments:
 - i) Learn New Mexico will commit funds to the wages and resources necessary in acquiring LEDA funds and maintaining LEDA funding requirements and reporting.
- d) Collateral: Alamogordo Innovation Center: [3200 N White Sands Blvd Alamogordo, NM 88310 - Retail Property for Sale on CommercialExchange.com](#))
 - i) A New Appraisal will be ordered on May 1, 2024

Payback and Job Creation

a) Number and types of jobs created with wages

i)

Learn New Mexico Jobs created with Alamogordo Innovation Center					
Title	Hours /wk	Pay	Benefits 30%	Per Year Total	5 Year Total
Director	40	\$60,000/yr	\$18,000	\$78,000	\$390,000
Admin	40	\$45,000/yr	\$13,500	\$58,500	\$292,500
Educator	40	\$25.00/hr		\$42,200	\$211,000
total				\$178,700	\$893,500
Business Storefront/Rental Space created with Alamogordo Innovation Center					
Title	FTE	Pay	Benefits 30%	Per Year Total	5 Year Total
Director/ owner	1	\$60,000/yr	\$18,000/yr	\$78,000	\$390,000
Support	3	\$15.00/hr	\$28,080/yr	\$121,680	\$608,400
total				\$199,680	\$998,400
total				\$378,380	\$1,891,900

- ii) As of 2019, there were 2.1 million people in NM and 334,945 were employed by small businesses ([US SBA](#)). If Alamogordo is 1.5% of New Mexico's population at 31,962 people, then, there are approximately 500 people in Alamogordo who are employed by a small business. If half of those are in need of the services from The Alamogordo Innovation Center, we can predict to serve 250 small business employees/entrepreneurs in one year. If half of those, who we can serve, are in need of rental space, we can predict to rent/lease space to 125 people per year. In addition, we could potentially use the innovation space to train at least half of the small

business employees in our community: 250 people per year. The estimated revenue from the Operational Plan on page 14 of this document is an under-estimate of this potential. In addition, workforce labor skills development for employed people of Alamogordo will also be provided at the Innovation Center which also indicates additional economic impact.

- iii) As of April 2023, there are 64 restaurants in the Alamogordo area and 29 food vendors in the Alamogordo area.
- iv) Learn New Mexico has provided over 100 people courses/exams for Food Manager Certifications for local food-related businesses and will increase course offerings in the Alamogordo Innovation Center.
- b) **Direct Benefits Year 1:**
 - i) \$400,000 for remodel of local building space
 - ii) \$378,380 in new jobs
- c) **Quantifiable Indirect/Induced Benefits impact ratio:** For purposes of this application, 1.4 is the induced economic impact ratio. A typical induced economic impact ratio for a business is around 1.5 to 2.5, meaning that for every dollar of output or income generated by the business, an additional \$0.50 to \$1.50 is generated through the induced impact of the business's spending. This additional economic activity can be seen in increased local spending on goods and services, job creation, and other indirect benefits to the local economy. Use of an induced economic impact ratio is a widely used economic concept
- d) **Total First Year Economic Impact: \$748,380**
- e) **Years 2-5 Economic Impact (@ 1.4% * \$1,891,900 salaries* 4 years):**
\$2,648,660
 - i) Contributing Factors to Economic Impact Quantifiable Indirect/Induced impact ratio (1.4%):
 - 1) Develop the best possible vocational and skill training within the community's resources to prepare the local populace to enter the workforce
 - 2) Increase in the tax base
 - 3) Increase in GRT
 - 4) Provide a gap or service that is not available in Alamogordo
- f) **Full economic impact with investment:**

LEDA Investment in the Alamogordo Innovation Center	5 year Economic Impact (with 1.4% Quantifiable Indirect/Induced impact ratio)	Return on Investment (with 1.4% Quantifiable Indirect/Induced impact ratio)
\$1,388,700	\$3,397,040	\$2,008,340

MICHELLE Y PERRY

Learn New Mexico, LLC



📍 Alamogordo, NM

📞 5759375991

✉ michelle@learnnewmexico.com

🌐 www.learnnewmexico.com

🌐 learnimrsv.com

SUMMARY

Visionary leader bringing over 26 years of experience in public education to improve student outcomes and effective instruction.

- **Diversified background in all levels of education.** Experience with PK-college instructional design.
- **Offers innovative solutions to instructional challenges** and needs determined by Data Driven Design.
- **Expert in transforming strategic plans into action.** Specializing in strategic action planning and backwards planning design.
- **Motivator and instructional Coach** having served as a teacher and administrator for 26 years
- Specialize in Immersive Virtual Reality as an Educational Technology Tool

CORE COMPETENCIES

- Multiple Instructional Designs
- Financial Operations/Budget
- Program Development
- Project Management
- Mentoring and Leadership

PROFESSIONAL EXPERIENCE

2022 -
present

Owner/Operator

[learn imrsv](#)

Immersive and interactive Virtual Reality Educational Experiences

2020 -
present

Owner/Operator

[Learn New Mexico, LLC](#)

- Educational Consulting
- Grant Management and Development
- Program Management and Development

2019 - 2021

Associate Vice President of Extended Programs

[New Mexico State University Alamogordo](#)

- Outreach to community and marketing
- Grants Management and Advisement
- Director of Continuing Education

2019 - 2020

Educator Development Consultant for Perry Consulting

[Cooperative Education Services - CES](#)

- Created Curriculum Modules for the Mentorship Instruction

2019 - 2019

Educator Development Consultant for Perry Consulting

[Eastern New Mexico University Ruidoso](#)

- Developing and implementing an Educator Development initiative
- Creating and delivering credited course work in a blended learning environment by addressing needs from multiple regional school districts
- Providing support to the Vice President and President to implement a professional development model for new and alternative licensed public school teachers

2015 - 2018

Director of Educational Services

[Alamogordo Public Schools](#)

- Director of Elementary Schools and Director of Curriculum and Instruction
 - supervised principals
 - implemented district-wide curriculum and assessment
 - provided Professional Development
 - Title funds Director
 - District Testing Coordinator
 - Other Grant Funds Coordinator
- Director of Secondary Education
 - supervise principals
 - implement and monitor all secondary education programs/curriculum
 - provide Professional Development
 - Supervise multiple grant funding projects including Carl Perkins
 - organizes Dual Credit Agreements
 - Supervises Truancy Liaison
 - Monitor academic achievement/graduation rates
 - Serve on Otero County Juvenile Justice Board

2014 - 2015

High School Assistant Principal

[Alamogordo Public Schools](#)

- Primarily Responsible for Freshman Academy

- Transition / Change Management
- Continuous Improvement
- Strategic Partnership Relations
- Educational Technology
- Innovative Global Teaching
- Rural/Poverty Communities
- Team Building & Training
- Dual Language Program

EDUCATION AND CERTIFICATIONS

Master of Arts Education Management and Development – New Mexico State University

Bachelor of Science – Elementary and Special Education - New Mexico State University

PhD - currently a candidate in C and I with an emphasis on Learning Technologies (2nd year)

NM PED Special Education PK-12 License

NM PED Elementary Education K-8 License

NM PED Administration License

PHILOSOPHY OF EDUCATION

Successful Instruction is dependent upon the classroom teacher; what is taught and how it is taught. Learning is dependent on the quality/depth of the content and delivery method used to impart the content. The world is becoming increasingly smaller and two very evident needs are prevailing in the world of education: language and digital citizenship. We must strive to integrate multi-lingualism and educational technology into all methods of instructional delivery. The role of the teacher as a facilitator of learning is not only beneficial for today's student, but necessary. Human-centered instructional design allows us to ensure students are asking and answering their own thought provoking and authentic questions.

- Primary responsible for Freshman Academy
- Supervised Teachers with NM Teach Teacher Evaluation
- Implemented School Policy and District Board Policy
- Student Discipline
- Provided Professional Development
- Additional job duty: On-boarded PARCC as District Testing Coordinator

2013 - 2014

College Instructor

Eastern New Mexico University Ruidoso

- Taught Early Childhood Course, Introduction to Education, and Assisted with English Course Instruction

2008 - 2014

Principal

Ruidoso Municipal School District

- Principal of Nob Hill Early Childhood Center and Sierra Vista Primary
- District Student Assistance Team Coordinator
- Title 1 Coordinator
- Expulsion Hearing Authority

2006 - 2008

Reading First District Grant Coordinator

Ruidoso Municipal School District

- Implemented NMPED Reading First Grant Grades K-5

1996 - 2006

Middle School Teacher

Ruidoso Municipal School District

- Taught Special Education, Gifted Education, English Language Arts, History
- Coached Volleyball
- Sponsored Student Council and Knowledge Bowl
- Site Leader for SPED programs

1995 - 1996

High School Special Education Teacher

Las Cruces Public Schools

- Taught Special Education (C-Level English)

EDUCATION

2020 - present

Doctoral Candidate in Curriculum and Instruction

New Mexico State University

Area of Concentration: Learning Technologies

2001 - 2004

Masters of Arts Education Management and Development

New Mexico State University, Las Cruces

4.0 GPA

1991 - 1995

Bachelors of Science in Elementary/Special Education

New Mexico State University, Las Cruces

Crimson Scholar 3.75 GPA

CURRICULUM AND ASSESSMENT

Familiar and knowledgeable with following Programs/Curriculum/Assessment:

- Common Core State Standards
- Next Generation Science Standards
- PARCC/Pearson Access Next
- McGraw Hill Connect Ed
- McGraw Hill curriculum resources Social Studies, and Elementary ELA
- ATI Galileo

- Discovery Education
- I Station
- DIBLES
- First in Math
- Read 180
- Cengage math, college curriculum, digital platform
- SIOP
- Madeline Hunter
- Paul Bambrick Santoyo
- Robert Marzano
- Doug Reeves
- Becky Bailey - Conscious Discipline
- Odyssey Ware
- College Board (AP and Pre AP)
- Pearson Success Net
- Math Investigations - University of Chicago
- KPALS - Vanderbilt University
- PBIS - University of Oregon
- Jeff Sprague
- NWEA
- ACT/SAT
- NM Graduation Requirements
- College and Career Readiness Standards
- ISTE standards
- NM State ESSA Plan
- Canvas
- Nearpod
- Peardeck
- Blackboard
- Google
- Voicethread
- Warp VR
- Engage VR
- E Learning Brothers Platforms

SKILLS

10 Curriculum and Instruction Currently a PhD candidate in C and I with an emphasis on Learning Technologies	10 Technology Use of digital media platforms and tools to communicate and teach
10 Organization Ability to organize and develop complex projects and create an outcome	10 Communication Strong verbal and written communication skills

SPECIAL INTERESTS

- Served on Eastern New Mexico University Ruidoso College Board as an elected official 2008-2013
- Served on HEAL Domestic Violence Shelter Board 2006-2008
- Member of ASCD, National Educator Association
- Member of Otero County Juvenile Justice Board
- Member of Coordinating Council of Desert Light Film Festival
- Master Gardener
- Member of Otero County Health Council
- Member of COPE Domestic Violence Shelter Board
- Member of Otero County Extension Advisory Committee
- Nearpod Certified Educator
- Voicethread Certified Educator
- Leader for 100% Otero (in coordination with Anna, Age Eight Institute)
- Completed Aggie I-Corp 2021
- Guest Speaker at 2022 Society for Human Resources Management Conference Albuquerque, NM

AWARDS AND RECOGNITIONS

School on the Rise 2007

A Mountain Award Nominee 2019

NISOD Award Winner 2020

PORTFOLIO

Grant Development and Management, Consulting, Curriculum Development, Professional Development



Federal Grant Acquisition



CES Consulting Project



Certified Voicethread Educator



Nearpod Certified Educator



CHINS Consulting Project



Led and Developed NMSU-A ...



NMSU-A Consulting Project



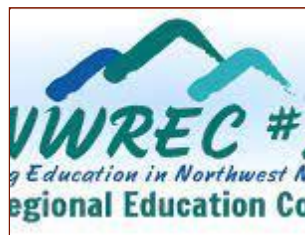
Strategic Planner for 100% N...



Consulting Services for Arrow...



Professional Development C...



Northwest Regional Educatio...



Otero County DWI Preventio...

PUBLICATIONS

Cifuentes, L., & Perry, M. (Nov. 2021). Design and development of an educational design and learning technologies wisdom community. *Proceedings of the International Association for Educational Communications and Technology annual conference*, Chicago, IL.



ALISA MYERS

EDUCATIONAL TECHNOLOGIST

PERSONAL PROFILE

I have over 35 years experience as a Database Programmer/Analyst, Project Manager, and Computer Support Technician. I am an ardent supporter of learning and believe that helping others to learn is a calling.

CONTACT DETAILS

Mobile: 575-491-7893
alisa@learnimrsv.com
www.learnimrsv.com
1301 N. White Sands Blvd.
Alamogordo, NM 88310

SKILLS AND ABILITIES

- Database Management
- Computer Programming
- Project Management
- Strong communication and organizational skills
- Curriculum Design
- Instruction

ACADEMIC PROFILE

University of New Mexico

BS in Mathematics/Computer Science
Class of 1987
CITI Certified Human Subjects Research
Google Certified Educator
Certified Serv Safe Instructor/Proctor

EMPLOYMENT HISTORY

Educational Technologist

Learn New Mexico | 2022 - Present

I work closely with upper management to make sure that the scope, direction, and budget of each project is on schedule and in line with the proposals. I assist in the development and delivery of technology based curriculum.

Systems Analyst/Database Programmer

Property Info Corp | 2003 - 2020

Designed and implemented an SQL database to house and update public records information for one of the nations largest metropolitan areas. Performed regular updates and delivered data and metrics to internal and external clients.

Project Manager/Systems Support

Moore Data Management | 1988 - 2002

Provided both hardware and software support for numerous MLS and Public Records systems. Served as a Project Manager for the installation of database systems. As the point person for every aspect of an installation, my duties included: coordination of database design, programming, data conversion, communications, hardware, and training.



SARAH FRENCH

Administrative/Marketing Coordinator

I am a marketing and communications coordinator who specializes in digital marketing and web design. I have gathered numerous contacts over the years and strive to meet client needs.

CONTACT

✉ sarah@learnimrsv.com

☎ 575-495-1117

📍 Alamogordo, NM

🌐 learnnewmexico.com

REFERENCE

Michelle Perry

CEO, Learn New Mexico/Learn Imrsv
1-575-937-5991
michelle@learnnewmexico.com

RELEVANT EXPERIENCE

Administrative/Marketing Coordinator

Learn New Mexico/learn imrsv Aug 2022 - present

- Maintain the companies websites
- Create marketing material to keep our colleagues up to date on all developments
- Attend all community/business meetings on behalf of the company
- Maintain all the companies social media accounts

Human Resources/Public Relations Coordinator

Children in Need of Services | 2021 - 2022

- Attended all community/business meetings on behalf of the company
- Maintained all the companies social media accounts
- Onboarding/training of all new employees

The Color Bar

Cosmetologist | 2018 - 2021

- Attended to all of my clients hair needs
- Maintained the salons social media/marketing

EDUCATION/CIVIC DUTIES

Digital Marketing Certified

2023

Star Ambassador with the Alamogordo Center of Commerce

COMMUNITY SUPPORT (15 points)

Please describe the potential quality of life improvement for residents in areas that are in close and direct proximity to the project.*

As of 2019, there were 2.1 million people in NM and 334,945 were employed by small businesses (US SBA). If Alamogordo is 1.5% of New Mexico's population at 31,962 people, then, there are approximately 500 people in Alamogordo who are employed by a small business. If half of those are in need of the services from The Alamogordo Innovation Center, we can predict to serve 250 small business employees/entrepreneurs in one year. If half of those, who we can serve, are in need of rental space, we can predict to rent/lease space to 125 people per year. In addition, we could potentially use the innovation space to train at least half of the small business employees in our community: 250 people per year. In addition, workforce labor skills development for employed people of Alamogordo will also be provided at the Innovation Center which also indicates additional economic impact.

As of April 2023, there are 64 restaurants in the Alamogordo area and 29 food vendors in the Alamogordo area.

Learn New Mexico has provided over 100 people courses/exams for Food Manager Certifications for local food-related businesses and will increase course offerings in the Alamogordo Innovation Center.

Direct Benefits Year 1:

- i) \$400,000 for remodel of local building space
- ii) \$378,380 in new jobs

Quantifiable Indirect/Induced Benefits impact ratio: For purposes of this application, 1.4 is the induced economic impact ratio. A typical induced economic impact ratio for a business is around 1.5 to 2.5, meaning that for every dollar of output or income generated by the business, an additional \$0.50 to \$1.50 is generated through the induced impact of the business's spending. This additional economic activity can be seen in increased local spending on goods and services, job creation, and other indirect benefits to the local economy. Use of an induced economic impact ratio is a widely used economic concept

Total First Year Economic Impact: \$748,380

Years 2-5 Economic Impact (@ 1.4% * \$1,891,900 salaries* 4 years):
\$2,648,660

Contributing Factors to Economic Impact Quantifiable Indirect/Induced impact ratio (1.4%):

- 1) Develop the best possible vocational and skill training within the community's resources to prepare the local populace to enter the workforce
- 2) Increase in the tax base
- 3) Increase in GRT
- 4) Provide a gap or service that is not available in Alamogordo

Please describe the sustainable environmental impact of the enterprise development project related to energy efficiency, water conservation, waste reduction, LEED certification, or other sustainability goals.*

By repurposing an existing building, the construction footprint is limited to only remodeling. Large-scale construction for a \$9000 square foot building for the purposes listed above would have an environmental impact. The following are examples of costly impacts of new construction in our area:

Energy Consumption: Costly energy requirements for construction activities, including machinery operation, equipment usage, and temporary power needs. Costly fuel types (e.g., diesel, gasoline, electricity) and their associated greenhouse gas emissions.

Water Usage: Costly water consumption during construction, including site preparation, concrete mixing, dust suppression, and worker facilities, including potential water pollution risks. Repurposing an abounded building provide opportunities for water conservation as opposed to new construction.

Material Selection: Costly materials used, such as concrete, steel, glass, insulation, and finishes. Consider the environmental impact of material extraction, manufacturing, transportation, and disposal. Remodeling the proposed property provides opportunities for using recycled content or sustainable materials.

Waste Generation: Large generated waste during construction, including packaging materials, excess construction materials, and demolition debris. Waste management strategies will be

used for remodeling, such as recycling, reusing materials, and proper disposal to minimize environmental impact.

Air Pollution: Elevated emissions from construction machinery, such as excavators, bulldozers, and generators. Potential pollutants like particulate matter, nitrogen oxides (NO_x), sulfur oxides (SO_x), and volatile organic compounds (VOCs). A remodeling effort will provide an opportunity for emission control measures and select equipment that meets environmental standards.

Noise Pollution: Annoying noise levels generated during construction negatively impacts nearby communities and wildlife. A remodeling effort will minimize noise pollution, such as using quieter machinery, scheduling construction activities during appropriate hours, and implementing sound barriers.

Transportation: Costly transportation impact associated with material deliveries, equipment movement, and worker commuting. Remodeling will decrease the distance traveled, fuel consumption, and associated emissions.

Ecosystems and Habitat: Negative potential impact of construction activities on local ecosystems, habitats, and protected areas. Remodeling vs. building will minimize disturbance, protect vegetation, and mitigate impacts on wildlife and biodiversity.

Social Impact: Construction and job creation will be a major goal of the Alamogordo Innovation Center. The AIC will

support and provide proper job skills training, engage the business community and entrepreneurs, and foster positive relationships with regional area.

Please describe how the project contributes to revitalizing a community, including adaptive reuse, redevelopment of vacant facilities, infill development and projects that address blight.*

The Alamogordo Innovation Center (AIC) is planned to be located at an abandoned commercial building that used to serve as a large local restaurant 5 + years ago. The intention to adapt and redevelopment this vacant property has been market-tested and approved by the local community for the purposes of offering an innovation center/co-working space/commercial kitchen leasing. The realtor is engaged in conversation with our company currently and is ready to negotiate pricing. A systematic discovery inspection has been conducted by licenses contractors. The costs to renovate are reasonable and viable.

Will the enterprise development project participate in any apprenticeship or training programs?*

Currently, the parent company and applicant, Learn New Mexico, is the sole provider for our area for Serv Safe Food Manager Certification. The company will seek and secure partnerships with other industry professionals to provide relevant and meaningful job training such as construction, electrical, and plumbing contractors. In addition, Learn Imrsv is a company which creates and delivers job training, such as soft skills training, via 360 Immersive Virtual Reality. This company will partner with Learn New Mexico and operate, deliver content, and train within the facility.

JUSTICE, EQUITY, DIVERSITY AND INCLUSION (JEDI) (5 points)

Points will be awarded to enterprise development projects that expand resources for disadvantaged, marginalized or otherwise underserved populations. (Select all the apply.)*

- Minority-owned business
- Female-owned business
- Veteran-owned business
- Individual with disabilities owned business
- Clearly defined diverse and inclusive hiring process
- Social equity statement or equity principle statement
- None

Minority-owned business Female-owned business Veteran-owned business Individual with disabilities owned business Clearly defined diverse and inclusive hiring process Social equity statement or equity principle statement None

Enter any additional information on the applicant's JEDI practices.*

Alamogordo Innovation Center Social Equity Mission Statement:

We, at the Alamogordo Innovation Center, are committed to creating a collaborative space that values and embraces the unique backgrounds, perspectives, and experiences of our members. Our aim is to break down barriers and provide opportunities for individuals from diverse communities to thrive, connect, and succeed.

Key Principles:

Inclusivity: We strive to create an environment where individuals from all walks of life feel welcome, respected, and valued. We celebrate diversity in all its forms, including but not limited to race, ethnicity, gender, sexual orientation, age, disability, socioeconomic background, and cultural heritage.

Accessibility: We are dedicated to ensuring that our co-working space is physically and economically accessible to all. We work towards removing physical barriers and provide accommodations to meet the needs of individuals with disabilities. We also offer flexible membership options and actively seek to provide affordable opportunities for individuals and entrepreneurs from underserved communities.

Collaboration and Support: We foster a culture of collaboration, cooperation, and mutual support among our members. We encourage networking, knowledge-sharing, and resource exchange, recognizing that diverse perspectives and experiences enrich our community and contribute to individual and collective success.

Community Engagement: We actively engage with and contribute to the broader community. We seek partnerships with local organizations and initiatives that promote social equity, support entrepreneurship, and provide resources to marginalized communities. We believe in giving back and strive to create a positive social impact beyond our co-working space.

Education and Empowerment: We are committed to providing educational opportunities, workshops, and mentorship programs that empower individuals to enhance their skills, knowledge, and professional growth. We believe in providing equal access to resources and support that enable members to achieve their goals and aspirations.

Advocacy: We advocate for social equity, inclusivity, and diversity within our industry and the wider community. We actively support initiatives and policies that promote fairness, equity, and equal opportunities for all individuals, both within and outside of our co-working space.

Alamogordo Innovation Center
Economic Impact

Economic Impact	Associated Monetization	5 year Projection
Acquisition of Building	\$600,000	Increased value of building: \$1 million.
Remodel of Building	\$400,000	
Cost Savings: Co-working spaces often provide flexible membership options, allowing individuals and businesses to avoid the high costs associated with traditional office spaces. This can lead to significant cost savings, particularly for startups, freelancers, and small businesses, enabling them to allocate resources more efficiently.	Co-Working Space Annual profit: \$13,381	\$66,905
Job Creation: Co-working spaces can contribute to job creation by providing a supportive environment for entrepreneurs and startups. By offering affordable office infrastructure and fostering collaboration, co-working spaces can help new businesses thrive, leading to the creation of jobs within the local economy.	AIC Jobs annually: \$178,700	\$893,500
Entrepreneurship and Innovation: Co-working spaces often promote an entrepreneurial culture and provide opportunities for networking, knowledge sharing, and collaboration. This environment can foster innovation and creativity, potentially leading to the development of new businesses, products, and services. These entrepreneurial activities can have a positive impact on economic growth and competitiveness.	2 Free Networking Events per month 1 Free evening event per month <u>Estimated Costs:</u> Venue: \$150/hr (2 hours each event) Catering: \$100 each event Presenter: \$250 each event Total: \$1950/month for three events OR \$23,400/year	\$117,000
Skills Development: Co-working spaces often offer educational and networking events, workshops, and training	12 Servsafe Food Manager Training Per Year Profit:	\$11,000

Alamogordo Innovation Center
Economic Impact

programs. These opportunities can enhance the skills and knowledge of individuals using the space, enabling them to improve their professional abilities, which can, in turn, contribute to economic development and productivity.	\$2200 12 Other Job-Skills Training Per Year Profit: \$2200 24 newly trained employees @ \$15/hour: \$691,200	\$11,000 \$3,456,000
Attraction of Talent: Co-working spaces can serve as a magnet for skilled professionals, freelancers, and entrepreneurs. By offering an attractive work environment and access to a vibrant community, co-working spaces can help attract talent to a particular area, potentially leading to a more dynamic and competitive local labor market.	Venue & Rental Space Per Year Profit: \$2465	\$12,325
Economic Multiplier Effect: The economic impact of a co-working space can extend beyond its immediate boundaries. When individuals and businesses thrive in a co-working space, they can generate positive spillover effects in the broader economy. This can include increased consumer spending, business partnerships, investment opportunities, and knowledge sharing, all of which can contribute to economic growth and development.	1.4%	\$14,000

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement (“Agreement”) is entered into on _____, 2023 by and between the **CITY OF ALAMOGORDO**, a New Mexico Municipal Corporation (the “City”), and **Learn New Mexico, LLC**. (the “Qualifying Entity”).

Recitals.

- A. .The purpose of this Agreement is to allow the Qualifying Entity to expand the scope of its operations. Completion of the Project as hereinafter described pursuant to the terms and conditions hereof is in the best interests of the City and the health, safety, and welfare of the residents and the taxpayers of the City of Alamogordo, and is in accord with the public purposes and provisions of applicable state and local laws.
- B. By Ordinance No. 983, adopted August 13, 1996, the City has adopted an ordinance pursuant to the statutory authority conferred upon municipalities to allow public support of economic projects to foster, promote and enhance local economic development efforts (N.M. Stat. Ann. Section 5-10-1 through Section 5-10-13-1978). The ordinance was adopted as part of the City’s Economic Development Plan.
- C. By Ordinance No. 1373, adopted June 8, 2010 (“Approval Date”), the City has adopted an Ordinance which establishes that the qualifying Entity meets the requirements of the Local Economic Development Act and that the Qualifying Entity has provided information pertaining to its intent to purchase and renovate 3200 North White Sands Blvd, Alamogordo, NM, 88310.
- D. As provided in the Economic Development Plan Ordinance, the City considered an application from the Qualifying Entity, which proposed that the City provide up to \$1,000,000 of City funds (the “LEDA Funds”) to go toward the Qualifying Entity’s acquisition of facility and renovation in the City of Alamogordo (the “Project”) which will result in a minimum of 120 Trained employees, four (4) full-time new Jobs at \$20/Hr., one (1) full-time position at \$15/Hr., and 36 free networking events for the community by December 2028.
- E. Expansion of the Qualifying Entity’s business operations will provide additional jobs and substantially improve the economic conditions in Otero County in accordance with the purposes and goals of the City’s Economic Development Plan.
- F. As a condition precedent to its receipt of public assistance in the form of the Project Loan, the Qualifying Entity is required to execute this Project Participation Agreement.

NOW THEREOF, the Parties Agree as follows:

1. **Authority.** The Local Economic Development Act authorizes the City’s execution of this Agreement, NMSA 1978 §5-10-1 through §5-10-13 (2007) (LEDA), Ordinance No. 983, which established the Alamogordo Economic Development Strategic Plan that promotes economic development projects in the City of Alamogordo; and Ordinance No. 1373, which approved the Project. Qualifying Entity’s execution and performance of this Agreement constitutes a valid and binding obligation of the Qualifying Entity if the Qualifying Entity proceeds with the Project. The Qualifying Entity has full power and authority to execute, deliver and perform, as applicable, this Project Agreement, to make the obligations hereunder, execute and deliver the Promissory Note, and grant the City the security as described hereinafter.
2. **Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or

unless the context clearly requires otherwise, the following terms have the meanings assigned to them:

- a. ***“Economic Development Incentive”*** means the financial assistance provided to the Qualifying Entity by the City of Alamogordo through the Local Economic Development Act.
- b. ***“Eligible Project Costs”*** means the costs and expenditures directly related to the purchase and renovations of 3200 North White Sands Blvd, Alamogordo, NM 88310. Examples of eligible costs include purchasing the building, engineering a new roof or a roof repair, and any roof replacement or repair construction.
- c. ***“Facility”*** shall mean the building and land located at 3200 N White Sands Blvd, Alamogordo, NM 88310.
- d. ***“Training Credit”*** is a performance measurement figure. Training credit is equal to documented training of Alamogordo Current or potential workforce.
- e. ***“Training Period”*** means every twelve (12) months from January 1 through December 31, during which the Qualified Entity is obligated for payback.
- f. ***“New Job”*** shall mean 2,080 hours of paid employment over 365 days.
- g. ***“Job Period”*** means every twelve (12) months from January 1 through December 31, during which the Qualified Entity is obligated to create and maintain New Jobs.
- h. ***“Networking Event”*** means a free event for all business owners or potential business owners to receive information or expand their business network.

3. **Qualifying Entity’s Obligations.** The Qualifying Entity acknowledges that a material inducement for City to accept the Qualifying Entity’s proposal and enter into this Project Agreement was the Qualifying Entity’s representation that it would, within the term of this Project Agreement, expand its services, thereby creating training for the current and new workforce, creating new jobs, and create free community service events, to permit City to recapture its investment in total during the term of this Project Agreement based on the value of each New Job created and maintained. Therefore, in furtherance of that representation, the Qualifying Entity agrees explicitly and covenants that the following performance measures shall be met:

- a. **Facility.** The Qualifying Entity will establish Alamogordo Innovation Center at 3200 North White Sands Blvd in Alamogordo, NM 88310 (the “Facility”).
- b. **Renovations.** The Qualifying Entity acknowledges that only permanent modifications to 3200 North White Sand Blvd qualify for LEDA funds. The Qualifying Entity shall diligently pursue such purchase and construction to completion. If the Qualifying Entity cannot obtain the necessary permits or fails to commence the purchase and repair or replacement to the roof within one- {year of the Approval Date, this Agreement shall terminate and be of no further effect.
- c. **Local Preferences.** The Qualifying Entity shall use its best efforts to contract with local contractors to install the utility infrastructure so the City can receive gross receipts tax revenue from the performance of installation services. During the term of this Agreement, the Qualifying Entity shall make available to the City upon request records verifying the use of local contractors and the making of local purchases. For purposes of this Agreement, a local contractor is a contractor meeting the requirements of section 2-13-180 of the Alamogordo City Code.
- d. **Job Creation/Credit.** The Qualifying Entity will employ at least four full-time new Jobs at \$20/Hr., one full-time position at \$15/Hr. At the facility by December 31, 2028. “Job” means a permanent, full-time employment position (at least 32 hours per week)

offering the employee the full range of benefits offered to other full-time employees of the Qualifying Entity. While failure to meet certain Minimum Job Numbers may result in a Performance Clawback, as provided in Section 8 below, the Qualifying Entity's failure to meet the Job Target will constitute a breach of this Agreement.

- e. **Training Credit.** The Qualifying Entity will train 24 new individuals for employment by outside agencies annually. During year 1 (2024), the number of individuals may be prorated depending on the renovation schedule. While failure to meet certain Minimum Training Numbers may result in a Performance Clawback, as provided in Section 8 below, the Qualifying Entity's failure to meet the Job Target will constitute a breach of this Agreement.
- f. **Community Services.** The Qualifying Entity will engage the community by providing at least 3 networking events monthly or 36 annually. These will be free to all companies and individuals within Alamogordo. While failure to meet community service events will need to be documented, every attempt to do 3 a month or 36 annually will be made.
- g. **Schedule.** A preliminary Project schedule is as follows, but failure to meet these milestones *will not* constitute a breach of this Agreement.

May 2024	Acquire Facility and Initiate improvements.
Summer 2024	Open Innovation Center for operations.

- h. **Sustainability.** Although the Qualifying Entity intends to have a long-term presence in the City of Alamogordo for the contractual obligations of this Agreement, the Qualifying Entity covenants to continue operating the Project until December 31, 2028.

4. **The City Obligations**

- a. The City agrees to provide \$1,000,000 of upfront Economic Development Incentives to the Qualifying Entity to purchase 3200 North White Sands Blvd, Alamogordo, NM 88310, to help offset the cost of repair, interior and exterior renovations including (but not limited to) plumbing, electrical, and roof. The City will disburse the City Contribution only in the manner described in this Agreement. For purposes of this Agreement, LEDA Eligible Expenditures shall mean expenditures including, but not limited to, building and infrastructure, including permanently installed and situated physical assets, and the design, labor, and permitting required to put them in place. Examples include foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping, and equipment rentals.
- b. This Agreement Shall not be construed as a commitment, issue, or obligation of any specific funds other than those received by the City from its Municipal Infrastructure Gross Receipts Tax.
- c. The functions and duties assumed by the City include only those described in this Agreement, and the City is not obligated to act except in accordance with the terms and conditions of this Agreement. The Qualifying Entity acknowledges that the City does not warrant any equipment, materials, or services purchased with the funds. The Qualifying Entity shall be obligated hereunder even if the equipment, materials, or services are defective or fail to conform to the warranties extended by the supplier. The obligations of the Qualifying Entity shall not be affected by any dispute the Qualifying Entity may have with any manufacturer, distributor, contractor, or supplier. The Qualifying Entity will not assert any claim or defense which it may have against any manufacturer, distributor, supplier, or contractor against the City. The City is under no duty to supervise or inspect the installation or construction contemplated by this Agreement. Any inspection or examination by the City is for the sole purpose of protecting the City's security and preserving the City's

rights under this Agreement. No default of the Qualifying Entity will be waived by any inspection by the City. In no event will any inspection by the City be a representation that the installation or construction is free from defective materials or workmanship

5. **Disbursement of Economic Development Incentive.** The City agrees to disburse funds to purchase the building no sooner than 7 days after the final passing of Ordinance 1670. The disbursements may be to the realtor/title company or New Mexico Learn LLC upon proper documentation. If payment is made to the Qualifying Entity, it agrees to provide proof of building purchase within 30 days. Upon closing, the City will file a mortgage on the property. The City agrees to disburse the remainder of the funds upon written request from New Mexico LLC, with an explicit intention of use of funds. All expenses incurred for renovation will be submitted quarterly.
6. **Review.** The City will review the expense received to ensure the charges submitted are LEDA-eligible. The City shall keep account of all eligible expenses incurred through the end of the contract period.
7. **Security/Collateral.**
 - a. To secure the qualifying Entity's obligation and liabilities under the Promissory Note, the City Shall retain a mortgage on the property at 3200 North White Sands Blvd, Alamogordo, NM 88310. The Qualifying Entity agrees to convey to the City a mortgage on the facility, which shall be duly recorded at the Otero County Clerk's Office to protect the City's interests in the event of default. This mortgage shall not terminate until Qualifying Entity's obligations hereunder have been achieved in full. Qualifying Entity may request City to release the mortgage upon satisfying this obligation. Upon such request, City will deliver the satisfaction of the mortgage to the Qualifying Entity within ten (10) business days of receipt by the City of the Qualifying Entity's written request.
8. **Clawbacks.** Notwithstanding any other provision of this Agreement, the Clawback Penalties outlined in this section (together with forfeiture of the security instrument provided to secure the Qualifying Entity's Clawback obligations) shall be one of any remedy available in Law to the City for breach of this Agreement available upon the Qualifying Entity's breach of this Agreement. The Qualifying Entity's financial obligation to repay LEDA funds due to Clawbacks shall not exceed the amount of the LEDA funds received by the Qualifying Entity.
 - a. **Facility Closure Clawback.** If the Qualifying Entity ceases operations in the City on or before December 31, 2028, the Qualifying Entity will repay to the City all LEDA Funds that the Qualifying Entity received from the City as of that date, less credits. The City shall have the right to execute reimbursement from the security to recover those funds, but only thirty (30) days following the written demand for payment to the Qualifying Entity if the Qualifying Entity hasn't repaid the requested LEDA Funds by that date. For purposes of this Agreement, a failure to produce the product for a period of 90 days or more or failure to occupy the facility shall be considered a cessation of operations.
 - b. **Performance Clawback.** The Qualifying Entity intends to create services to the general public in training the current and future workforce and to create specific jobs within the Alamogordo Innovation Center as described in 3(d), 3(e), and 3(f). If the Qualifying Entity does not meet or exceed the criteria set for, then the Qualifying Entity shall be required to pay a Clawback Penalty according to the schedule below.

Determination Date	Amount Clawback
December 31, 2024	\$1,000,000
December 31, 2025	\$747,200
December 31, 2026	\$458,600
December 31, 2027	\$189,500
December 31, 2028	\$ -

For the purposes of this section: The “Clawback Penalty” is a penalty that the Qualifying Entity will be required to pay the City upon the Qualifying Entity’s failure to meet the requirements on the applicable Determination Date if the Qualifying Entity does not otherwise reach such Minimum targets during the Cure Period. The Clawback Penalty shall equal the amount received less credit for jobs, training, and community service events.

“Cure Period” is the period of 180 days after each Determination Date, during which the Qualifying Entity shall have the opportunity to cure any shortfalls in meeting the Minimum targets. If the Qualifying Entity fails to reach the Minimum Job Number during the Cure Period, the Qualifying Entity shall pay the City a Clawback Penalty determined in accordance with the table set forth above. The sum of any clawback penalties shall not exceed the amount of any LEDA funds dispersed to the Qualifying Entity.

c. **Job Audit.** The Qualifying Entity shall submit annual reports in the form of an affidavit signed by an officer of the Qualifying Entity. Wage & hours worked documentation for new employees, documented training with employment verification from trainees, and documentation of community service events. The Qualifying Entity will provide all of such reports to the City. The City may request a copy of the Qualifying Entity’s quarterly employment reports at any time while this Agreement is in effect, and the Qualifying Entity agrees to provide such documents. The Qualifying Entity acknowledges that this annual reporting will be relied upon by the City to ascertain if the Qualifying Entity complies with this Agreement’s provisions and all subsequent ancillary agreements.

9. **Fees.** Each party shall bear its own costs and expenses in connection with the negotiation, execution, and delivery of this Agreement or any amendment or enforcement of this Agreement.

10. **Annual Performance Review.** To ensure the prudent use of the taxpayer’s funds and as required by the LEDA statute and ordinance, the Project will be subject to an annual performance review conducted by City staff beginning on December 31, 2023, and every year after that until this Agreement terminates. The review will evaluate whether the Project meets the requirements outlined in this Agreement and any subsequent agreements or amendments and shall be made available to the City. At this time, the Qualifying Entity may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City may request the Qualifying Entity to provide data and information to assess the broader economic impact of the Project, but the Qualifying Entity shall not be required to divulge information or documents it considers confidential or proprietary.

If the requirements are not being met, the City may terminate this assistance to the Project by passing a resolution that terminates this Agreement and specifying the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. If the City terminates the LEDA Ordinance or this Agreement while the Qualifying Entity complies with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Qualifying Entity.

7. **Termination.** This Agreement shall terminate at the close of business on January 31, 2029, or when otherwise terminated by resolution.
10. **Request for early release of security.** After meeting the LEDA obligation, if the Qualifying Entity achieves and sustains the Minimum targets for 180 consecutive days (6 months) before January 31, 2029, the Qualifying Entity may request that the security be released. Said request shall be made in writing and accompanied by documentation. A request for security release may not be submitted before December 31, 2027. If a request for early security release is granted, this Agreement's reporting and annual performance review requirements remain in full effect through the stated termination date.
11. **Liability.** No party shall be responsible for liability incurred due to the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.) or to waive any immunities, limitations, or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.
12. **Amendments.** This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by all of the Parties hereto.
13. **Governing Law.** The laws of the State of New Mexico shall govern this Agreement.
14. **Miscellaneous.** This Agreement binds and inures to the benefit of the City and the Qualifying Entity and their respective successors and permitted assigns. This Agreement may be executed in any number of counterparts, each of which is an original and all of which constitute one instrument.
15. **Notice.** All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the City:

City of Alamogordo
Office of the City Manager
1376 E Ninth St
Alamogordo, NM 88310

If to the Qualifying Entity:

Learn New Mexico
Attn: Michelle Perry, CEO
229 Grosvenor Ct.
Alamogordo, NM 88310
Tel: (575) 937-5991

Signatures on next Page

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of this _____ day of _____, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Stephanie HErnandez, Acting City Manager

Learn New Mexico, LLC

By: _____
Michelle Perry

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney

**ALL FUNDS SUMMARY
BUDGET 2022-2023**

1/12TH REQ RSRV
1,761,851
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
5,994,911

FY23 BUDGET - RESOLUTION 2023-28 (#13) JUNE 27, 2023

FUND NO.	FY 2022-2023 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	17,559,597	23,949,868	1,046,208	13,187,955	(12,141,747)	21,142,211	8,225,507	2,230,596	5,994,911
12	INTERNAL SERVICE FUND	24,496	323,689	5,712,863	0	5,712,863	6,059,463	1,585		\$1,585
15	CORRECTIONS-JAIL	68,129	57,435	0	0	0	81,000	44,564		\$44,564
16	LODGER'S TAX-PROMOTIONAL FUND	555,375	222,325	0	1,753	(1,753)	626,702	149,245		\$149,245
17	POLICE COURT BOND	8,638	0	0	0	0	0	8,638		\$8,638
19	COURT AUTOMATION FUND	2,637	47,000	0	0	0	42,833	6,804		\$6,804
20	LODGER'S TAX-CITY	599,081	417,829	0	69,520	(69,520)	620,650	326,740		\$326,740
21	D.A.R.E. DONATIONS FUND	23,702	1,142	0	0	0	9,846	14,998		\$14,998
24	GRANT CAPITAL IMPROVEMENT	0	3,865,134	49,500	0	49,500	3,621,202	293,432		\$293,432
27	MUNICIPAL COURT OPERATIONS	1,704	13,000	470,856	0	470,856	480,560	5,000		\$5,000
28	POLICE CONTINGENCY	61,916	2,471	0	0	0	10,000	54,387		\$54,387
31	CEMETERY-PERPETUAL CARE	836,995	18,996	0	40,000	(40,000)	0	815,991		\$815,991
32	COMMUNITY SERVICES	13,452	566,381	6,927,930	0	6,927,930	7,500,445	7,318		\$7,318
33	FIRE PROTECTION	907,446	765,788	0	0	0	1,583,271	89,963		\$89,963
35	HIDTA GRANT FUND	0	16,048	0	0	0	16,048	0		\$0
36	LAW ENFORCEMENT FUND	11,664	82,000	0	0	0	93,664	0		\$0
37	STATE HIGHWAY FUND	101,774	52,583	0	0	0	63,090	91,267		\$91,267
38	TRAFFIC SAFETY FUND	59,666	10,422	0	0	0	10,000	60,088		\$60,088
39	STATE JUDICIAL	2,352	42,000	0	0	0	42,000	2,352		\$2,352
42	1984 GROSS RECEIPTS TAX	3,775,451	2,338,272	0	3,722,863	(3,722,863)	41,030	2,349,830	252,119	\$2,097,711
44	TRANSPORTATION FUND	5,822	1,237,478	4,700,457	264,025	4,436,432	5,639,958	39,774		\$39,774
48	NEW MEXICO C.D.B.G.	124,174	392,376	1,308,968	0	1,308,968	1,701,345	124,173		\$124,173
49	1986 GROSS RECEIPTS TAX	4,708,800	2,357,209	0	1,945,315	(1,945,315)	1,441,299	3,679,395	268,391	\$3,411,004
50	PROPERTY ACQUISITION	85,009	0	0	0	0	0	85,009		\$85,009
53	GENERAL OBLIGATION	930,035	1,202,007	0	0	0	1,144,195	987,847	557,029	\$430,818
54	REVERSE OSMOSIS PROJECT RSV	21,967	0	16,239	0	16,239	16,239	21,967		\$21,967
56	99 GRT FLOOD CONTROL BOND PROJ	109	0	586,702	0	586,702	366,875	219,936		\$219,936
59	REVENUE BOND P & I FUND	162,267	300	2,406,935	0	2,406,935	2,410,435	159,067		\$159,067
61	MUNICIPAL INFRASTRUCTURE .0625%	1,311,953	586,607	0	293,000	(293,000)	10,258	1,595,302		\$1,595,302
63	COMMUNITY DEVELOPMENT	0	0	489,892	28,910	460,982	458,651	2,331		\$2,331
69	1994 GROSS RECEIPTS	3,345,432	2,346,212	0	3,073,033	(3,073,033)	41,030	2,577,581	553,051	\$2,024,530
71	ALAMO SENIOR CENTER	430	918,260	926,366	0	926,366	1,833,448	11,608		\$11,608
74	ALAMO SENIOR CENTER GIFT	138,296	13,282	0	0	0	36,045	115,533		\$115,533
75	SENIOR VOLUNTEER PROGRAM	7,313	117,504	10,000	0	10,000	126,000	8,817		\$8,817
81	WATER/SEWER OPERATING	15,099,374	13,790,080	2,142,063	2,389,294	(247,231)	18,200,653	10,441,570	1,463,850	\$8,977,720
82	98 JT WATER/SEWER BOND P&I	1,119,487	13,473	1,846,380	0	1,846,380	1,846,378	1,132,962		\$1,132,962
86	SOLID WASTE COLLECTION SYS.	771,643	2,456,481	0	152,769	(152,769)	2,371,012	704,343	178,583	\$525,760
88	BONITO CAMPGROUND	398,101	3,003	150,000	0	150,000	152,000	399,104		\$399,104
89	ESGRT .0625%	2,282,812	577,920	0	764,146	(764,146)	1,191,288	905,298		\$905,298

**ALL FUNDS SUMMARY
BUDGET 2022-2023**

1/12TH REQ RSRV
1,761,851
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
5,994,911

FY23 BUDGET - RESOLUTION 2023-28 (#13) JUNE 27, 2023

FUND NO.	FY 2022-2023 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
90	GOLF COURSE	63,461	1,755,800	900,647	0	900,647	2,713,169	6,739		\$6,739
91	AIRPORT	42,900	4,155,713	543,488	33,052	510,436	4,690,961	18,088		\$18,088
94	OTERO GREENTREE REG LANDFILL	3,655,124	1,263,067	0	4,276	(4,276)	3,120,245	1,793,670		\$1,793,670
96	SELF-INSURED FUND	547,004	84,177	0	276,600	(276,600)	72,373	282,208		\$282,208
98	PAYROLL CLEARING	216,796	0	0	0	0	0	216,796		\$216,796
104	UTILITY DEPOSITS	624,156	0	0	0	0	0	624,156		\$624,156
105	ECONOMIC DEVELOPMENT	5,577,210	1,220,821	0	0	0	208,620	6,589,411		\$6,589,411
107	SELF INSURED/LIABILITY	1,134,195	5,842	0	0	0	535,000	605,037		\$605,037
109	2004 GRT CAPITAL OUTLAY	14,557,615	4,780,739	0	4,091,083	(4,091,083)	3,753,329	11,493,942	534,452	\$10,959,490
114	SIDEWALKS REVOLVING LOANS	144,232	1,249	0	0	0	0	145,481		\$145,481
115	CORP ESCROW ACCOUNT RESERVE	1,000	0	0	0	0	0	1,000		\$1,000
119	2012 GRT REF/IMP REVBD	392,207	2,686	0	0	0	394,893	0		\$0
121	2015 GO BONDS-FUN CENTER	90,836	785	0	0	0	0	91,621		\$91,621
122	2015 GO BONDS-STREETS	176,014	1,825	0	0	0	0	177,839		\$177,839
124	AMERICAN RESCUE PLAN ACT	3,897,893	3,952,892	0	0	0	7,850,785	0		\$0
125	CANNABIS GRT	0	204,000	102,100	0	102,100	306,100	0		\$0
901	HOUSING LOW RENT OPERATING	1,211,402	1,011,844	0	0	0	1,449,375	773,871	86,881	\$686,990
903	HOUSING HOMEOWNERSHIP OPER	704,785	990	0	0	0	17,859	687,916		\$687,916
904	HOUSING CAPITAL FUND PROJECTS	8	1,283,943	0	0	0	1,283,943	8		\$8
TOTALS FY2023		88,163,935	78,530,948	30,337,594	30,337,594	0	107,427,776	59,267,106	6,124,952	53,142,154