Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

December 18, 2018 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

MISSION STATEMENT as Adopted by the City Commission on March 24, 1995.
The City of Alamogordo is a Municipal Corporation that exists solely for the purpose of providing the best possible services to our customers, the citizens of Alamogordo. We are committed to providing these services with honesty, integrity, compassion, fairness, and a commitment to excellence.

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

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

The Mayor and City Commission request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Commission Chambers to respond to or to conduct a phone conversation. The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4205.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation update for Otero County Economic Development Council. *(Laurie Anderson, Business Development Director)*

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

2. Approve the minutes for the December 4, 2018 Regular meeting. *(Rachel Hughs, City Clerk)*

3. Approve the City Commission Regular Meeting Schedule for Calendar Year 2019. *(Rachel Hughs, City Clerk)*

4. Consider, and act upon, Ordinance 1583 for final publication, amending Chapter 11 of the Code of Ordinances to add harassment to the Criminal Chapter. *(Dustin Johnson, Assistant City Attorney)* **(Roll Call Vote Required)**

5. Approve the State Grants-in-Aid award from the New Mexico State Library for local library support. *(Sharon Rowe, Library Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

6. Consider, and act upon, waiver of lien in the amount of $537.65 for property located on 3rd and Maryland. *(Fred Flores)*

7. Consider, and act upon, Ordinance 1584, Approving a Local Economic Development Project for secured assistance proposed by Medlin Ramps. *(Laurie Anderson, Otero County Economic Development Council)* **(Roll Call Vote Required)**

8. Consider, and act upon, Change Order No. 1, Public Works Bid No. 2018-007, to D&R Tank Company related to the Rehab Upper Heights Ground Storage Tank project, in an amount not to exceed $350,507.52, including NMGRT. *(Larry Garner, Public Works Director)*

9. Consider, and act upon, Change Order No. 1, Public Works Bid No. 2017-010, EN1701, to General Hydronics Utilities, LLC, related to Street Maintenance Program FY 2017, in an amount not to exceed $40,940.00, excludes NMGRT. *(Edward Balderrama, Project Manager)*

10. Consider, and act upon, Resolution 2018-46 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of New Mexico for the revised budget numbers computed as of December 18, 2018 *(Evelyn Huff, Interim Finance Director)* **(Roll Call Vote Required)**

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

EXECUTIVE SESSION (Roll Call Vote Required)

12. Adjourn into Executive Closed Session in compliance with 10151(h), NMSA 1978 (as amended) to discuss real property of Oregon Elementary Acquisition.

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 12/18/2018 **Report Date:** 12/12/2018 **Report No:** 1.

Submitted By: Rachel Hughs

Subject: Presentation update for Otero County Economic Development Council. *(Laurie Anderson, Business Development Director)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Presentation only.

Background: Laurie Anderson will give the quarterly report update on OCEDC.

Quarterly Update

Otero County Economic Development Council, Inc.

- 15 Board Members
- 2 Staff Members
- Economic Development Professionals
  - ➢Marketing & Strategic Communications
  - ➢Research
  - ➢Incentives, Economic Impact Analysis
  - ➢Business Attraction/Development
  - ➢Business Retention and Expansion (BRE) – Grow Your Own

Otero County ECONOMIC DEVELOPMENT COUNCIL, INC.

Projects:

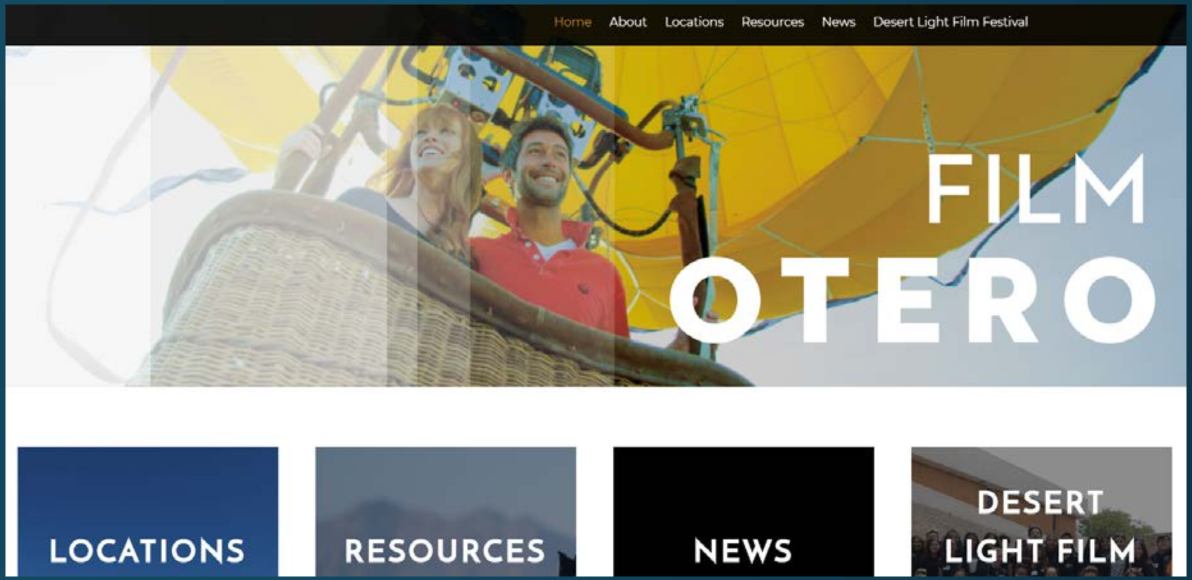
- Project Rain: (Water Bottling Production)
- Project Rise: (Metal Manufacturing)
- Project Shine: (Production)
- Project 575: (Brewery)
- 5 Projects - GRIP

BRE/Recruiting Visits:

- Grow Your Own Campaign
- Business Retention Visits – July – September – 11

NMParternships/Sales Missions:

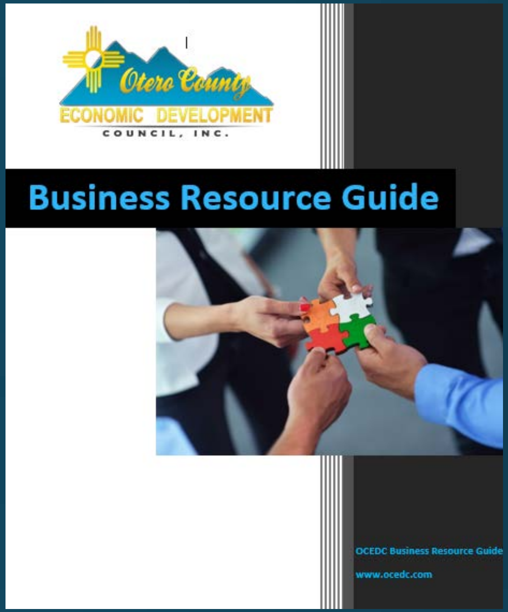
- 19 NM Partnership Leads – 4 of the 19 leads did not qualify.



Film Office:

- Update – Currently waiting
- Marketing Push
- Desert Lights Film Festival
- Film Otero Website www.filmotero.com

Otero County
ECONOMIC DEVELOPMENT
COUNCIL, INC.



Marketing Campaign/Collateral

- Develop Detailed Data
- Commercial Property Listings
- Utility Service Capacities
- Target Industry Requirements – Light manufacturing, R & D, High Tech Data Center, Film
- Business Resource Guide
- Film Attraction
- Commercials

NMCO
VIDEO • WEB • DESIGN

Questions?

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 12/18/2018 **Report Date:** 12/10/2018 **Report No:** 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the December 4, 2018 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
December 4, 2018

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

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

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

APPROVAL OF AGENDA

City Attorney Schreiber pulled item 2.

Commissioner Hernandez moved to amend the agenda.
Commissioner Rardin seconded the motion. Motion carried with a vote of 7-0-0.

PRESENTATIONS

1. Presentation on "Just Serve" a free service to the community that brings volunteers and people in need together. *(Patricia Galea, Just Serve Coordinator)*

Ms. Galea talked about the "Just Serve" initiative, it brings people in a need of service and people wanting to serve together. She explained some of the challenges and the community service guidelines. She explained how to register for "Just Serve". (See Blue Book for Power Point Presentation)

2. Presentation update for Otero County Economic Development Council. *(Laurie Anderson, Business Development Director)*

Item removed and will be presented at the next Commission meeting.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

City Manager Paluch made the following remarks:

1. She talked about the Grand Opening of Kid's Zone. She also mentioned the City will be doing another Pop-Up City Hall event in the future. She stated the City has put in a request to PNM to install an additional transformer which is needed for lighting at the Park. She thanked all staff who participated in the event.
2. She announced the City has received a 50% up-front payment totaling almost $3.9 million from the Department of Homeland Security and Emergency Management for the Bonito Lake Restoration. Once the City expends that initial 50% payment, they can then start reimbursing for the final 50% funding. She said they can now award the bid alternate item to the contractor to remove an additional 334

thousand cubic yards of material from the lake. The Commission should see this item at the first meeting in January for approval.
3. She said the Senior Center served approximately 550 Seniors and guests for the Thanksgiving Dinner. The local Military served the food, carried trays, washed dishes and assisted in the clean-up. The staff will be serving a Christmas Dinner on December 14th, and the Military will also be assisting. She gave a shout out to our local Military members.
4. She said the Air Force Academy Parachute Jump team is going to be at the local Airport doing jumps from December 15 - 21, 2018. On Monday December 17, 2018, the Academy Cadets will be available for questions to any local students that are interested in attending the Air Force Academy.
5. She thanked Senior Center Volunteer Ms. McQuail for helping the City Clerk's Office with the Business License renewals and said we appreciate the Senior Volunteers.
6. She announced the Annual Christmas Tree lighting will be Friday December 6, 2018 at 6:00 p.m. She said the first 300 people that attend will receive free hot cocoa, a cookie and green chile stew. She thanked the Hitch-N-Post, Albertsons for their contributions. She said kids can bring a letter to Santa, along with a self-addressed stamped envelope to be mailed at the event. They will also be lighting three other trees, which represent the Police, the Fire and the Military here in our community.

Mayor Boss recognized and welcomed the President of the Alamogordo Public Schools Board, Mr. Tim Wolfe.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Boss made the following comments:
He said he has been working on putting together an evaluation package for the Commission to evaluate the City Manager. He said he also started working on an actual evaluation sheet. He is hoping to send this out before the end of the year, so that maybe the first or second meeting in January they can go into Executive Session and do that evaluation. He wants the Commission's comments on this evaluation package.

CONSENT AGENDA

3. Approve the minutes for the November 20, 2018 Regular meeting. *(Rachel Hughs, City Clerk)*

4. Approve the statements related to the Executive Session held on November 20, 2018. *(Rachel Hughs, City Clerk)*

5. Consider, and act upon, Ordinance 1581 for final publication to Opt-in to the Local Election Act. *(Rachel Hughs, City Clerk)* (Roll Call Vote Required)

6. Consider, and act upon, leak abatement request for Chelsea Goepfert, 1512 Utah Ave., in the amount of $6,385.12. *(Mark Threadgill, Customer Service Manager)*

Commissioner Rardin asked to remove Item #5 from the Consent Calendar. City Attorney Schreiber said she needs to make a change to Item #5 before the vote.

Commissioner Hernandez moved to approve items 3, 4, 6 of the consent calendar.
Mayor Pro-Tem Baldwin seconded the motion.
Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

5. Consider, and act upon, Ordinance 1581 for final publication to Opt-in to the Local Election Act. *(Rachel Hughs, City Clerk)* (Roll Call Vote Required)

City Attorney Schreiber said she needed to make a change to strike the word Commissioners and replace it with Elected Officials on the second page of the document. She said they need to make sure that they are encompassing the Municipal Judge in here as well.

Mayor Pro-Tem Baldwin moved to approve with the amendment.
Commissioner Payne seconded the motion.
Roll call vote was taken.
Motion carried with a vote of 5-2-0. Commissioners Rardin and Hernandez voted nay.

UNFINISHED BUSINESS

7. Consider, and act upon, Resolution No. 2018-37 donating one (1) 1996 Pierce/International 4900 Navistar 2-Door Fire Truck to Otero County. *(Jim LeClair, Fire Chief)* (Roll Call Vote Required)

Fire Chief LeClair said this was brought before the Commission at the August 14, 2018 meeting. He said he was asked to bring this item back with timelines in regard to when this apparatus would be put into service by the County. He said both the County and City agreed that within 30 days after the repairs it would go into service or within 90 days of receipt of the apparatus. He said they also agreed that the apparatus would stay in service for five years, if not it would come back to the City.

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

NEW BUSINESS

8. Consider, and act upon, Change Order No. 10, RFQ No. 2013-05, to CDM Smith, Inc. related to the engineering and design services for the 1-MGD Brackish Water Treatment Facility project, in an amount not to exceed $20,250.00, including NMGRT. *(Bob Johnson, Engineering Manager)*

Engineering Manager Johnson said the item is a change order request by the Water Operations staff to bring in the Senior R.O. Process Design Engineering team during some of the testing phases of the Desal project. He said there are roughly four different phases of testing involved in this project. He explained the four phases.

Mayor Boss asked if they were going to wait until spring to do the final test. Engineering Manager Johnson said that is what they are looking at. He said they are in discussions now on possibly accelerating that process. He said that is the final phase which is the start of acceptance testing. That is when they will run the systems in fully automatic mode, in its full process and in its full capability.

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

Commissioner Sikes asked if they have a date as to when the Desal Plant will be completed. She was asking because the sitting Governor gave them over $4 million to complete the Desal Plant. Commissioner Sikes was hoping that before the Governor leaves office that they would be able to get the Governor here, thank her and have her see the Grand Opening of what that $4 million did. Engineering Manager Johnson said it’s hard to take a guess at this point because they have so many moving parts and pieces to this project and they’ve had a number of issues come up. He said his best guess is the later half of January or possibly February before this thing is fully operational.

Mayor Boss and Commissioner Sikes agreed that even if the Plant is not fully operational, they would like to bring the Governor down to see the Plant. Commissioner Sikes said she thinks being the first and only desal plant in the State of New Mexico, it would be a big deal to have the Governor and the newly elected Governor here. Mayor Boss recommended inviting some other people that were instrumental in the project as well.

9. Consider, and act upon, Change Order No. 4, Public Works Bid No. 2017-009, to Smithco Construction, Inc. related to the Bonito Lake Restoration project, in an amount not to exceed $211,000.00, including NMGRT. *(Bob Johnson, Engineering Manager)*

Engineering Manager Johnson explained the change order request is at the suggestion and recommendation of Mr. Rob Richardson of Bohannon Huston, the lead Engineer on this project. The bid documents had a force account work allowance built into the bid schedule of $150,000, to cover strictly weather-related events. There were three events this year with the last one being towards the end of October. They anticipate that the cost of repairs to the lake as a result of that event will exceed the current estimate, and the lead Engineer has suggested increasing that by an additional $200,000 plus tax.

Mayor Boss said he was surprised there wasn't more allowance built-in. He said it wasn't built into the bid, but it seems like we would have had something in there for that knowing that they were going to pump that lake out and they were going to get the monsoon season. Engineering Manager Johnson stated the $150,000 was a best-case scenario, conservative estimate. The first event occurred in February where they saw 5-inches of rain within less than 5 days. He said the Engineer is from that area. There were 2 other events in July and October.

Commissioner Rardin asked how much longer this project will be going on for. Engineering Manager Johnson answered about two years. Commissioner Rardin asked if $200,000 is going to be enough or if he would have to come back before the Commission to ask for more money. Engineering Manager Johnson said he hopes not. He said as City Manager Paluch indicated that this past Thursday they had another infusion of funding to remove the bid alternate quantities, which will likely extend the performance period some more. He said as of early last week, the contractor's removed 50,000 cubic yards of debris, which is roughly one-fifth of the base bid quantity. It is all vertical removal, you cannot put heavy equipment on top of the lake bed, it will sink.

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

10. Consider, and act upon, approving the Memorandum of Understanding (MOU) between the United States Border Patrol (USBP) and the Alamogordo Police Department (APD). The MOU is an update where APD allows for USBP frequency sharing access for land mobile radio interoperability. The previous MOU on file has expired and both APD and USBP wish to renew it. *(Brian Peete, Chief of Police)*

Chief Peete said this MOU is to allow the U.S. Border Patrol to our frequencies in case of any event.

Commissioner Payne moved to approve.
Commissioner Rardin seconded the motion.
Motion carried with a vote of 7-0-0.

11. Consider, and act upon, receiving the FY 2019 New Mexico Fire Protection Grant award of $99,450.00 to be used for Self-Contained Breathing Apparatus. *(Jim LeClair, Fire Chief)*

Fire Chief LeClair said on August 14, 2018, he came to the Commission requesting to go after this competitive grant. He announced they were successful in the grant award, and he is asking permission to receive the grant.

Mayor Boss moved to approve.
Commissioner Rardin seconded the motion.
Motion carried with a vote of 7-0-0.

ADJOURNMENT

Commissioner Rardin moved to adjourn at 7:33 p.m.
Commissioner Payne seconded the motion.
Motion carried with a vote of 7-0-0.

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)
Approved at the Regular Meeting held on December 18, 2018.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 12/18/2018 **Report Date:** 12/12/2018 **Report No:** 3.

Submitted By: Rachel Hughs

Subject: Approve the City Commission Regular Meeting Schedule for Calendar Year 2019. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve the Schedule for Calendar Year 2019.

Background: Every year the City Commission adopts its deadline and meeting schedule for the upcoming year. A notice of the meeting dates will be published in the Alamogordo Daily News on Sunday, December 23, 2018, and again on Sunday, June 9, 2019. The notice will also be posted on the City's web page and remain posted until after the last meeting in December of 2019.

NOTE: The meetings in January will be held on the second and fifth Tuesday and the meetings for the months of November and December will be held on the first and third weeks. The first meeting in November will be held on Wednesday the 6th due to Municipal Election Day on the 5th of November.

2019 City of Alamogordo Calendar

JANUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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27	28	29	30	31		

FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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29	30	31				

Regular Comm Mtg | Payday | Holiday | Municipal Election

CITY OF ALAMOGORDO

CITY COMMISSION REGULAR MEETING SCHEDULE FOR 2019

The Governing Body (City Commission) of the City of Alamogordo, New Mexico will meet in regular session the second and fourth Tuesday of every month; however, in January the meetings will be held on the second and fifth Tuesday and the months of November and December, the meetings will be held the first and third weeks of the month unless otherwise specified. All meetings will begin at 6:30 p.m. and be held in the City Commission Chambers at City Hall located at 1376 E. Ninth Street, Alamogordo, NM.

Deadline date for placing Items and attachments on the Agenda (12:00 p.m.)	Date Agenda Packets available to the City Commission & public (5:00 p.m.)	Regular Meeting Date (6:30 p.m.)
January 1, 2019	January 4, 2019	January 8, 2019
January 22	January 25	**January 29, 2019
February 5	February 8	February 12, 2019
February 19	February 22	February 26, 2019
March 5	March 8	March 12, 2019
March 19	March 22	March 26, 2019
April 2	April 5	April 9, 2019
April 16	April 19	April 23, 2019
May 7	May 10	May 14, 2019
May 21	May 24	May 28, 2019
June 4	June 7	June 11, 2019
June 18	June 21	June 25, 2019
July 2	July 5	July 9, 2019
July 16	July 19	July 23, 2019
August 6	August 9	August 13, 2019
August 20	August 23	August 27, 2019
September 3	September 6	September 10, 2019
September 17	September 20	September 24, 2019
October 1	October 4	October 8, 2019
October 15	October 18	October 22, 2019
October 29	November 1	***November 6, 2019
November 12	November 15	November 19, 2019
November 22	November 22	*December 3, 2019
December 10	December 13	*December 17, 2019

*First and Third weeks of the Month
** Fifth week of the Month
*** Wednesday

PASSED, APPROVED AND ADOPTED THIS 18th DAY OF DECEMBER, 2018.

Rachel Hughs, City Clerk

Richard Boss, Mayor

NOTICE OF PUBLIC MEETINGS
2019

In accordance with Section 10-15-1, NMSA 1978 (as amended), notice is hereby given that the Governing Body (City Commission) of the City of Alamogordo, New Mexico, will meet in regular session the second and fourth Tuesday of every month; however, in January the meetings will be held on the second and fifth Tuesday and during the months of November and December, the meetings will be held the first and third weeks of the month. The meetings will begin at 6:30 p.m. and will be held in the City Commission Chambers at City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico. Listed below are the Regular Meetings scheduled for 2019:

JAN. 8, 2019 **(Second Tuesday in January)**	**JAN. 29, 2019** **(Fifth Tuesday in January)**
FEB. 12, 2019	**FEB. 26, 2019**
MAR. 12, 2019	**MAR. 26, 2019**
APR. 9, 2019	**APR. 23, 2019**
MAY 14, 2019	**MAY 28, 2019**
JUNE 11, 2019	**JUNE 25, 2019**
JULY 9, 2019	**JULY 23, 2019**
AUG. 13, 2019	**AUG. 27, 2019**
SEPT. 10, 2019	**SEPT. 24, 2019**
OCT. 8, 2019	**OCT. 22, 2019**
NOV. 6, 2019 **(First Wednesday in November)**	**NOV. 19, 2019** **(Third Tuesday in November)**
DEC. 3, 2019 **(First Tuesday in December)**	**DEC. 17, 2019** **(Third Tuesday in December)**

An Agenda for each meeting is available from the City Clerk's Office seventy-two (72) hours prior to the meeting date. *NOTE: The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4205.*

I hereby certify that this notice was posted on the bulletin board located in the east/west lobby of City Hall and in the glass case located outside City Hall, 1376 E. Ninth Street, Alamogordo, NM. The notice was posted on December 19, 2018 and will remain posted until after the last meeting in December 2019. A notice of the meeting dates will be published in the Legal Section of the *Alamogordo Daily News* on Sunday, December 23, 2018 & June 9, 2019. The same notice will also be posted on the City's web page (http://ci.alamogordo.nm.us) in December of 2018 and will remain posted through the end of 2019.

Rachel Hughs, City Clerk

NOTICE IS HEREBY GIVEN THAT THE ALAMOGORDO CITY COMMISSION HAS ADOPTED ITS REGULAR MEETING SCHEDULE FOR 2019.

Notice is hereby given that the Governing Body (City Commission) of the City of Alamogordo, New Mexico, will meet in regular session the second and fourth Tuesday of every month; however, in January the meetings will be held on the second and fifth Tuesday and during the months of November and December, the meetings will be held the first and third weeks of the month, unless otherwise noted. The meetings will begin at 6:30 p.m. and be held in the City Commission Chambers at City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico. Listed below are the Regular Meetings scheduled for 2019:

Jan. 8, 2019 (Second Tuesday) & Jan. 29, 2019 (Fifth Tuesday)

Feb. 12, 2019 & Feb. 26, 2019

Mar. 12, 2019 & Mar. 26, 2019

Apr. 9, 2019 & Apr. 23, 2019

May 14, 2019 & May 28, 2019

June 11, 2019 & June 25, 2019

July 9, 2019 & July 23, 2019

Aug. 13, 2019 & Aug. 27, 2019

Sept. 10, 2019 & Sept. 24, 2019

Oct. 8, 2019 & Oct. 22, 2019

Nov. 6, 2019 (First Wednesday) & Nov. 19, 2019 (Third Tuesday)

Dec. 3, 2019 (First Tuesday) & Dec. 17, 2019 (Third Tuesday)

An agenda for each meeting is available from the City Clerk's Office seventy-two (72) hours prior to the meeting date. *The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4205.*

Approved by the City Commission on the 18th day of December, 2018.

By: Rachel Hughs, City Clerk

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 12/18/2018 **Report Date:** 12/03/2018 **Report No:** 4.

Submitted By:

Subject: Consider, and act upon, Ordinance 1583 for final publication, amending Chapter 11 of the Code of Ordinances to add harassment to the Criminal Chapter. *(Dustin Johnson, Assistant City Attorney)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve for final publication.

Background: The City Attorney's office is looking to add crimes to our Code that line up with the State's current statutes and can be prosecuted in the Municipal Court. As the commission knows, the City Attorney's office is prosecuting crimes in the Magistrate Court that the District Attorney's office will not. Those charges that are being prosecuted are any charges filed that are not crimes of domestic violence or DWI. Harassment is the most common crime we see charged in the Magistrate Court that the District Attorney's office won't prosecute, and by adding it to the City's code, the City will be able to prosecute the charge in Municipal Court. The ordinance before the commission mirrors exactly state statute 30-3A-2.

Currently we estimate that the City Attorney is in Magistrate Court for hearings approximately 2-3 times a week and spending (between Staff and the Attorney) approximately 8 hours a week on these cases. There are two cases currently set for Jury Trial in January.

ORDINANCE NO. 1583

AN ORDINANCE AMENDING CHAPTER 11 OF THE CODE OF ORDINANCES, TO ADD HARASSMENT TO THE CRIMINAL CHAPTER

WHEREAS, the City Commission of the City of Alamogordo recognizes that the City of Alamogordo has its own code of ordinances;

WHEREAS, the City Commission of the City of Alamogordo recognizes that continuity with State statues enhances the public's safety and allows Alamogordo Officers better use of the Alamogordo Municipal Court;

WHEREAS, the City Commission of the City of Alamogordo wishes for its ordinances to be more in line with the State's statutes;

BE IT ORDAINED by the City Commission of the City of Alamogordo New Mexico that Section 11-05-390 of the *Code of Ordinances* be added as follows:

11-05-390: Harassment

A. Harassment consists of knowingly pursuing a pattern of conduct that is intended to annoy, seriously alarm or terrorize another person and that serves no lawful purpose. The conduct must be such that it would cause a reasonable person to suffer substantial emotional distress.

B. Whoever commits harassment is guilty of a misdemeanor.

DONE this _______ day of ________________, 2017.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By:_________________________________
Richard A. Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Schreiber, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 12/18/2018 **Report Date:** 12/14/2018 **Report No:** 5.

Submitted By: Sharon Rowe

Subject: Approve the State Grants-in-Aid award from the New Mexico State Library for local library support. *(Sharon Rowe, Library Manager)*

Fiscal Impact:
Amount Budgeted: $6,000.00
Fund: 032-7101-317.16-01

Additional Fiscal Impact: $1509.61

Recommendation:

Background: The New Mexico State Library has awarded the Alamogordo Public Library funds in the amount of $7509.61. This supplemental money will be used to purchase books, periodicals, databases and audios.

<u>State Grants-in-Aid to Public Libraries</u>
<u>Agreement</u>
FY2019

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and **Alamogordo Public Library**, located in **Alamogordo, NM**, hereinafter called the Recipient.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL and the State Librarian adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed **Seven Thousand Five Hundred Nine Dollars and Sixty One Cents** (**$7509.61**) to support Recipient's library collections; library staff salaries; library staff training; library equipment; or other operational expenditures associated with delivery of *basic library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff training; library equipment; or other operational expenditures associated with delivery of *basic library services*, as those services are defined in 4.5.2.7(B) NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. No later than August 15, 2019, provide NMSL with a report on how the grant was spent as part of the Recipient's annual report for the fiscal year; and
6. Sign and return this Agreement to NMSL within 60 days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant award.**

III. The Laws of New Mexico shall govern this Agreement.

The Recipient by its signature certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

IV. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to decide the dispute.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Signed: ____ **Date:** _____________________

By (print name and title): ______________________________________ Authorized Agent of Recipient

Signed: ____ **Date:** _____________________

By: Eli Guinnee, New Mexico State Librarian

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 12/18/2018 **Report Date:** 12/12/2018 **Report No:** 6.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, waiver of lien in the amount of $537.65 for property located on 3rd and Maryland. *(Fred Flores)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: Mr. Flores is requesting a waiver of lien for property located at 3rd and Maryland. The lien is in the amount of $537.65. Mr. Flores will be purchasing the property.

RECEIVED
DEC 10 2018
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 9 Dec. 2018

Request Date of Meeting: 18 Dec. 2018

Name: Fred P. Flores

Address: 4959 Galina Dr.
Las Cruces ZIP 88012

Phone Number: 303-881-3400

E-Mail Address: fpflores84@yahoo.com

Item requested will be for: (Please check one)

[ ] Information only [X] Presentation

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

Request that City of Alamogordo Comision wave Lien placed on property that I would like to purchase in Alamogordo.

Signature: Fred P. Flores

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

Phone: (575) 439-4205 **Fax:** (575) 439-4396 **E-mail:** rhughs@ci.alamogordo.nm.us

Revised 10/13/2017

Property Record Card

Otero Assessor

LOVEKAMP, NANCY S	**Account: R010934**	**Parcel: 01N4055094142411**
2210 DRIFTWOOD CIRCLE LAS CRUCES, NM 88011	Tax Area: 01_R	Situs Address: 307 DELAWARE AVE ALAMOGORDO, 88310

Previous Parcel ID	01-01262	Neighborhood	A1 - South Central Alamogordo
Parcel Size	0.179		

Legal Description

Subd: ALAMO BLOCKS Lot: 21, 22, 20 S15' Block: 21

Public Remarks

Entry Date	Model	Remark
	Land Occurrence 1	
	Residential Occurrence 1	CT, CHGED PHY DEPR TO 13% - MAINT FOR 2001
	Extra Feature Occurrence 1	01-01262
	Extra Feature Occurrence 2	01-01262
	Extra Feature Occurrence 3	01-01262
	Extra Feature Occurrence 4	01-01262

Land Occurrence 1

Property Code	0100 - Residential Land	Land Use Code	RL1 - S-Family Res Lot
Frontage	65	Depth	120
Acres	0.179	Description - PA, PS, PL, SF	PS
Rate	$3,920.00	Zoning	R-3 - Two-Family Dwelling
Topography Code	F - Flat Land	Sewer Type	Municipal Sewer
Street Code	Asphalt Paving		

OTERO COUNTY ASSESSOR'S OFFICE

Property Profile

Active

Account:	R020782	Tax Year:	2019	Account Type:	P
Mill Levy	33.745000	Version:	04/03/2018	Area ID:	01_NR
Estimated Tax:	$32.64	Parcel:	01N4055094147419	Previous ID:	01-12234

Owners Name and Mailing Address	Property Location
KERN FAMILY TRUST 1532 ROOSEVELT AVE ALAMOGORDO, NM 88310	Situs: City, State, Zip: No Location Information Available Neighborhood: A1

Legal Description

Subd: ALAMO BLOCKS Lot: 23, 24 E1/2 Block: 21

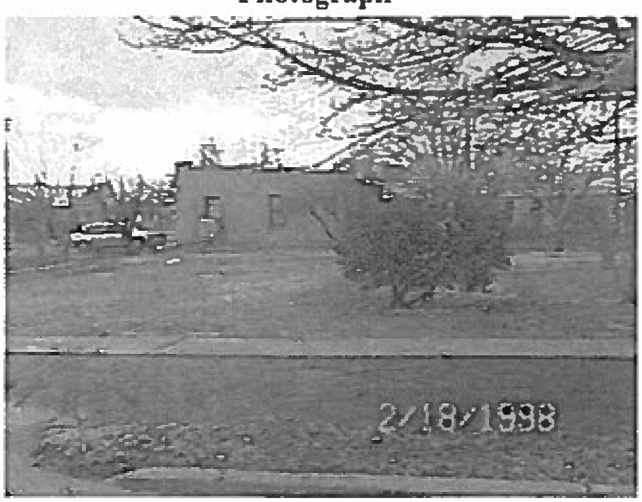
Assessment Information

2019 Tax Year	Full Value	Assessed Value	Gross Sq Ft	Acres	Taxable
Land:	2,902	967	3000.000		
Improvements:					
Exemptions:		0			
Total:	2,902	967			967

2018 Tax Year	Full Value	Assessed Value	Gross Sq Ft	Acres	Taxable
Land:	2,902	967	3000.000		
Improvements:	Max				
Exemptions:					
Total:	2,902	967			967

Public Remarks

Photograph



Building Sketch

Charles + Shirley Kern

(2)

CITY OF ALAMOGORDO
WEED LIEN PAYOFF

Prepared by:	CTRUJILLO	Date:	12/10/2018
Address:	PC #01-12234	Lien filed:	4/16/2018
Lien No.		Name:	Kern Family Trust
Case No.	17-5015		

Interest:		8%		0.000219178	per day
4/16/2018	$	462.70	$	24.95	246
	$	-			
	$	462.70	$	-	

$	462.70	Lien amt
$	50.00	filing fees
$	24.95	interest
$	537.65	total due

PAYOFF GOOD THROUGH: **12/18/2018**

Respectfully request that Alamogordo City Commission consider waving $537.65 lien on property pc #01-12234.

Fred P. Flores
12/10/2018

PLEASE MAKE CHECK PAYABLE TO "CITY OF ALAMOGORDO"

City Attorney's Office
CITY OF ALAMOGORDO
1376 E. Ninth Street
Alamogordo, NM 88310

12/10/2018

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 12/18/2018 **Report Date:** 12/12/2018 **Report No:** 7.

Submitted By: Laurie Anderson

Subject: Consider, and act upon, Ordinance 1584, Approving a Local Economic Development Project for secured assistance proposed by Medlin Ramps. *(Laurie Anderson, Otero County Economic Development Council)* **(Roll Call Vote Required)**

Fiscal Impact: $2,500,000.00
Amount Budgeted: $4,984,157.00
Fund: 105

Additional Fiscal Impact:

Recommendation:

Background: This is a proposed LEDA project presented by OCECD for Medlin Ramps to purchase the old Walmart Building. The purchase price is $2.5 million, and since the property appraised at $2.8, the Medlin's are requesting the purchase price to offset the cost of the building. The award will be secured by a mortgage on the property on which the City will be the first mortgage holder and superior to all other interests.

ORDINANCE NO. 1584

APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT FOR SECURED FINANCIAL ASSISTANCE PROPOSED BY MEDLIN RAMPS

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALALMOGORDO, NEW MEXICO that the following is added to the municipal code:

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 Medlin Ramps ("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 and is hereby adopted and approved.

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 ___________, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: ___________________________________
Richard A. Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Schreiber, City Attorney

APPRAISAL REPORT IN SUMMARY FORMAT

Commercial Facility
1900 U.S. Highway 54
Alamogordo, New Mexico 88310
Appraisal File #E18086

Effective Date of Value: November 9, 2018

Date of Report: November 20, 2018

Prepared For:

Mark Medlin
14903 Marquardt Avenue
Santa Fe Springs, California 90670
(562) 229-1991; mark@medlinramps.com

Prepared By:

EVC
Estate Valuation Consultants, Inc.
2420 Midtown Place NE, Suite A
Albuquerque, New Mexico 87107
(505) 343-0400 • FAX (505) 343-0330

November 20, 2018

Mark Medlin
14903 Marquardt Avenue
Santa Fe Springs, California 90670

RE: Appraisal Report in Summary Format
Commercial Facility
1900 U.S. Highway 54
Alamogordo, New Mexico 88310
Appraisal File #E18086

Mr. Medlin:

In accordance with your request, we have prepared an Appraisal Report in Summary Format for the above-referenced property. This report is intended to assist the client, subsidiaries and/or affiliates, as an aid in purchasing decisions. The purpose of the appraisal report is to form an opinion of the market value "as is" of the fee simple interest in the subject property. The effective date of the "as is" market value is November 9, 2018, the date of the property inspection.

This letter of transmittal is not to be misconstrued as a complete and full narrative report, but merely indicates the final value opinion developed in the following report. The report provides the necessary supporting data, assumptions, and justifications for the final value opinion conclusion. The appraisal was prepared in conformance with the current requirements of the Federal Financial Institutions Reform Recovery and Enforcement Act (FIRREA), the Appraisal Foundation for Uniform Standards of Professional Appraisal Practice (USPAP), the Office of the Comptroller of the Currency's Real Estate Appraisal and Evaluation Guidelines, and with the requirements of the federal bank regulating agencies. The Certification and Assumptions and Limiting Conditions are presented in the Addenda, and are considered an integral part of the report. Considering analysis presented herein, the following opinion of market value for the above-referenced property has been reconciled:

Opinion of Fee Simple Market Value "As Is"
November 9, 2018
$2,800,000

Should you have any questions or concerns, please do not hesitate to contact us at your earliest convenience.

Respectfully submitted,
Estate Valuation Consultants, Inc.

Shane LeMon, MAI, CCIM
NM General Certified Appraiser #00193-G

Kathleen E. Burmeister, MAI
NM General Certified Appraiser #03025-G

TABLE OF CONTENTS

SUMMARY OF IMPORTANT FACTS & CONCLUSIONS

PROPERTY IDENTIFICATION	Commercial Facility 1900 U.S. Highway 54 Alamogordo, New Mexico 88310
EFFECTIVE DATE OF VALUE	November 9, 2018
DATE OF REPORT	November 20, 2018
PROPERTY RIGHTS	Fee Simple
OWNERS OF RECORD	TKG Alamogordo Center, LLC
PROPERTY DATA	
Legal Description	Replat A, Shawna, Alamogordo, Otero County, New Mexico.
Site Area	23.469 acres, or 1,022,310 square feet (per legal description)
	21.122 net acres, or 920,079 net square feet (per appraisers' calculations on plat; subject to survey)
Main Building	65,930± SF
North Building	6,000± SF
South Building	10,800± SF
Gross Building Area	82,730± SF (per County information and site plan; all measurements subject to current legal survey)
Floor Area Ratio	0.09 (82,730 SF building area ÷ 920,079 SF net site area)
Quality/Condition	Average/Poor-to-Fair
Age	Effective Age: 30 years Remaining Economic Life: 30 years (may be extended with renovations and ongoing repairs)
Zoning	C-3 Business District
Flood Zone	FIRM Map #35035C1180D, dated December 17, 2010, within unshaded Flood Zone "X", areas determined to be outside the 0.2% annual chance floodplain. There is a drainage easement along the eastern and southern boundaries of the site, located in shaded Zone "A" which is a special flood hazard area without base flood elevation.
Highest & Best Use	
As Though Vacant	Commercial development upon demand.
As Improved	Continued use as a commercial facility with future expansion or sale of excess site.

FINAL RECONCILED OPINION OF MARKET VALUE

Opinion of Fee Simple Market Value "As Is"
November 9, 2018
$2,800,000

APPRAISAL PREFACE

We have performed an Appraisal Report in Summary Format of a commercial facility, addressed as 1900 U.S. Highway 54, Alamogordo, New Mexico 88310.

An *appraisal* is defined as:

> *"1. The act or process of developing an opinion of value; an opinion of value. An appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., nor more than, more than, not less than, less than) to a specified amount."*[1]

The following text is a *report*, defined as:

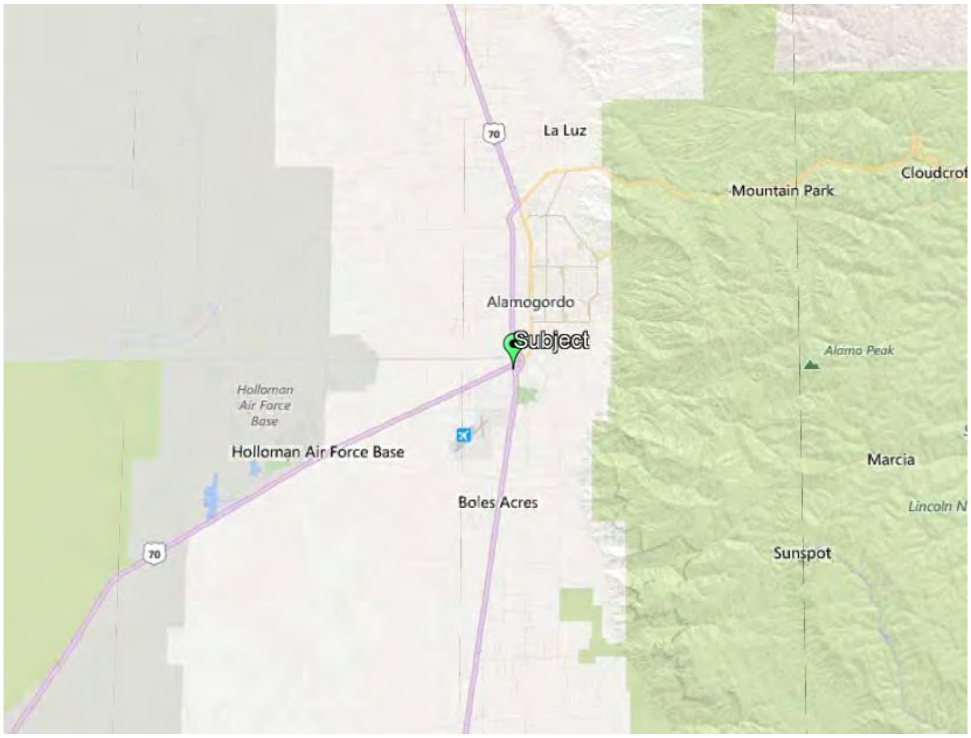
> *"The final communication, written or oral, of an appraisal or review transmitted to the client."*[2] *Reporting requirements are set forth in the Standards Rules in Standard 2 of the Uniform Standards of Professional Appraisal Practice.*

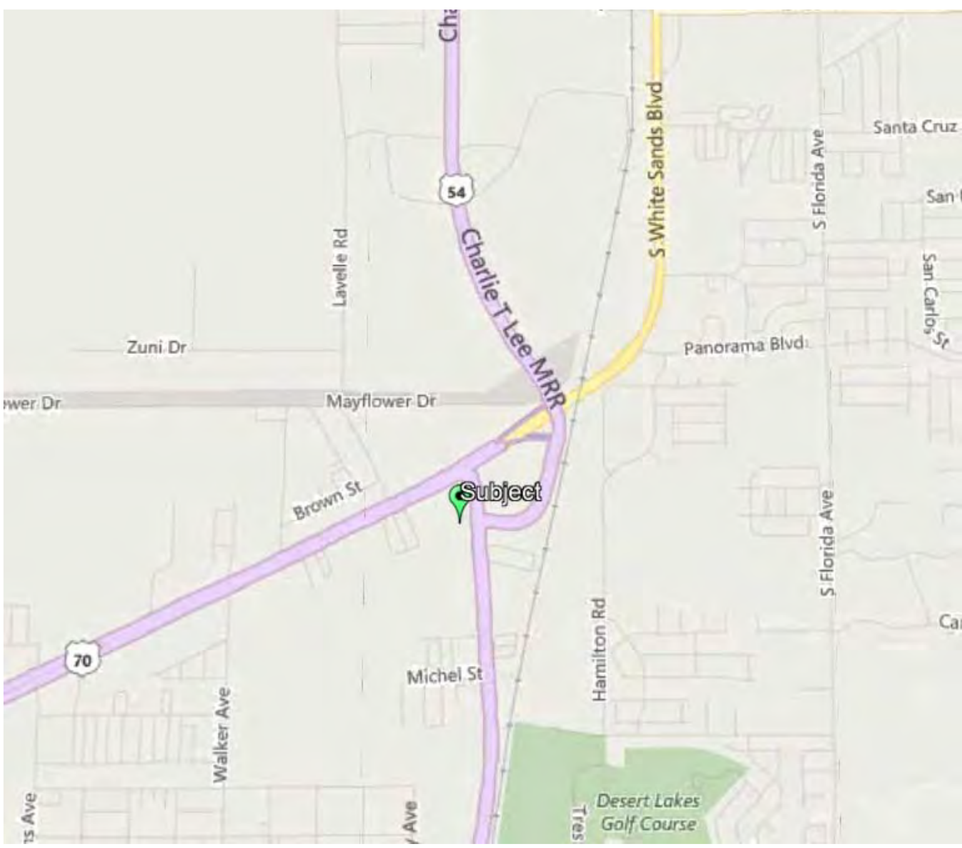
The preface contains location maps and photographs of the subject property.

---

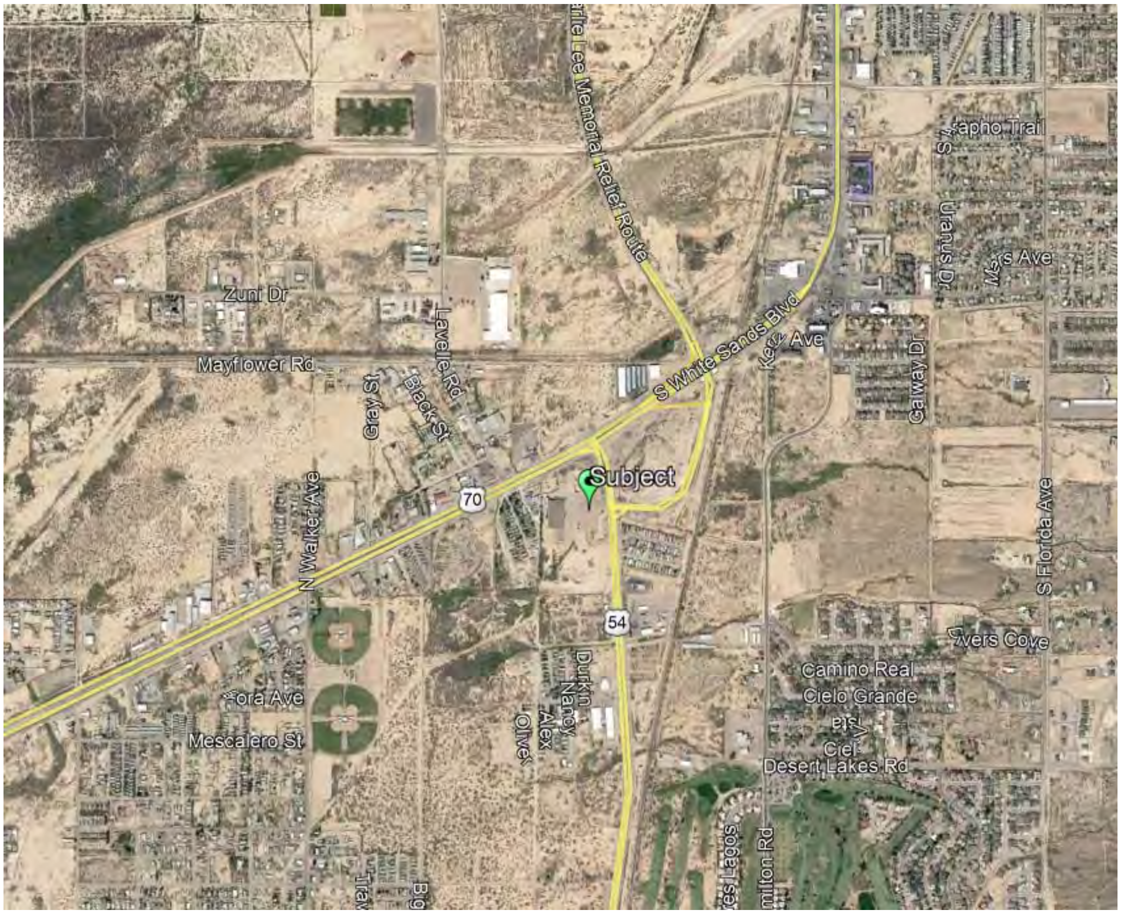
[1] Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 10
[2] Ibid., page 198


Durango
Southern Ute Indian Reservation
Ute Mountain I.R.
Trinidad
Raton
Elkhart
Carson National Forest
Jicarilla Apache I.R.
Taos
Clayton
Navajo Indian Reservation
Dalhart
Los Alamos
Santa Fe National Forest
Santa Fe
Las Vegas
Gallup
Jemez I.R.
Zia I.R.
84
Grants
Laguna
Albuquerque
Tucumcari
Holbrook
Zuni I.R.
Acoma I.R.
Isleta I.R.
40
Santa Rosa
Pueblo Indian Land
Hereford
Estancia
St Johns
Fort Sumner
Clovis
Cibola National Forest
NEW MEXICO
Socorro
Portales
Apache National Forest
Littlefield
25
Carrizozo
Levelland
Roswell
Gila National Forest
Truth Or Consequences
Mescalero Apache
Subject
Alamogordo
Lovington
Safford
Silver City
White Sands N.M.
Lincoln National Forest
Hobbs
Carlsbad
191
Lordsburg
Deming
70
10
Las Cruces
Kermit
Odessa
Sierra Vista
Ciudad Juárez
Agua Prieta
Pecos
Monahans
20
Cananea
Ascensión


La Luz
Mountain Park
Alamogordo
Subject
Alamo Peak
Holloman Air Force Base
Holloman Air Force Base
Boles Acres
Marcia
Sunspot
70


54
Charlie T Lee MRR
S White Sands Blvd
S Florida Ave
Santa Cruz
Lavelle Rd
Zuni Dr
Panorama Blvd
Mayflower Dr
Brown St
Subject
70
Michel St
Hamilton Rd
Walker Ave
Desert Lakes Golf Course

AERIAL PHOTOGRAPH

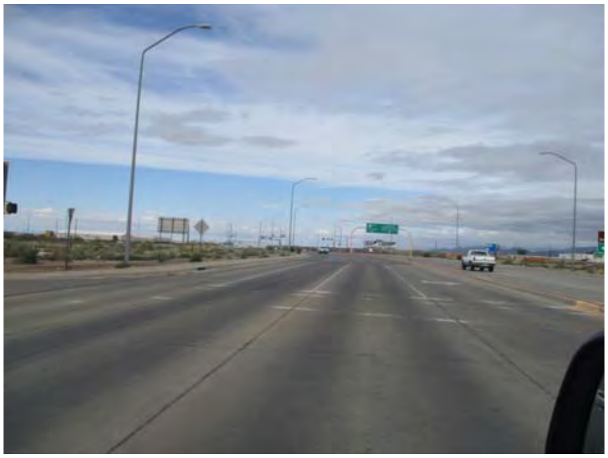


Source: Google Earth

PHOTOGRAPHS OF THE SUBJECT PROPERTY

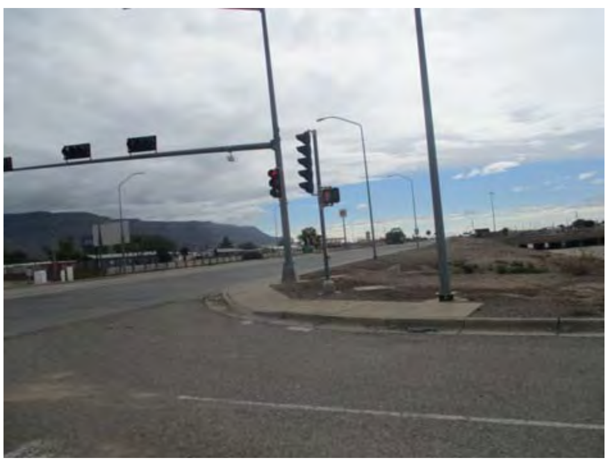
(PHOTOGRAPHED OCTOBER 9, 2018)

VIEW LOOKING NORTH ALONG HIGHWAY 54



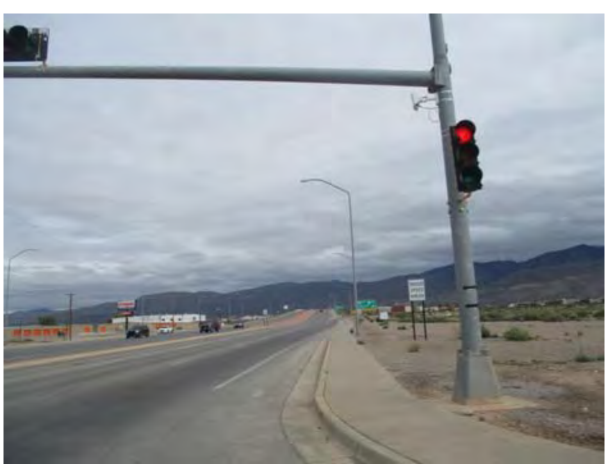
VIEW LOOKING WEST ALONG HIGHWAY 70

VIEW LOOKING SOUTH ALONG HIGHWAY 54



EXTERIOR VIEW

VIEW LOOKING EAST ALONG HIGHWAY 70



EXTERIOR VIEW (MAIN BUILDING)

EXTERIOR VIEW

EXTERIOR VIEW

EXTERIOR VIEW

INTERIOR VIEW

EXTERIOR VIEW

INTERIOR VIEW

Interior View

Interior View

Interior View

Interior View

Interior View

Interior View

Interior View

Interior View (South Building)

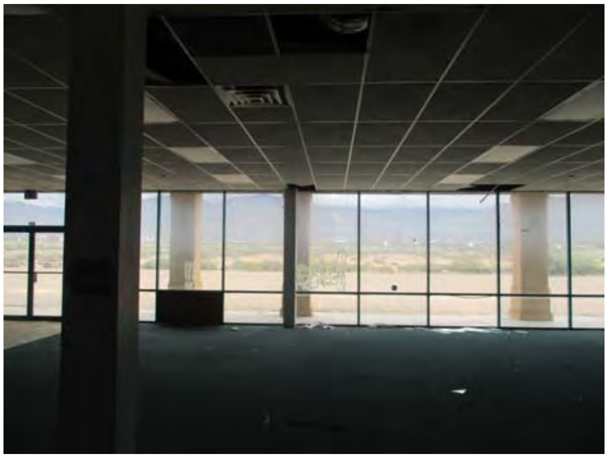
Exterior View (South Building)

Exterior View (North Building)

Exterior View (South Building)

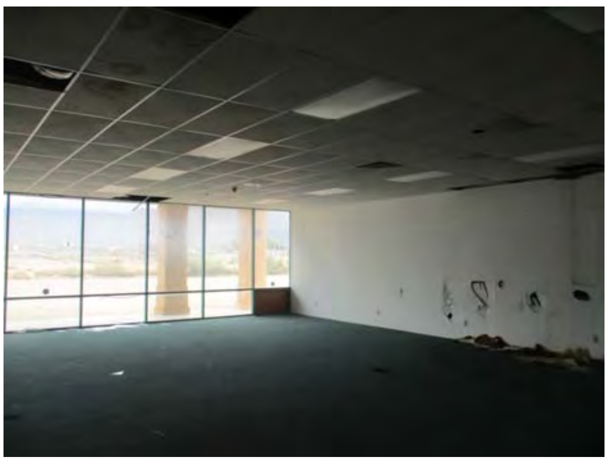
Exterior View (North Building)

INTERIOR VIEW (NORTH BUILDING)



INTERIOR VIEW (NORTH BUILDING)

INTERIOR VIEW (NORTH BUILDING)



INTERIOR VIEW (NORTH BUILDING)

INTERIOR VIEW (NORTH BUILDING)

VIEW OF SITE

VIEW OF SITE

VIEW OF SITE

VIEW OF SITE

VIEW OF SITE

VIEW OF SITE

VIEW OF SITE

SUMMARY APPRAISAL REPORT

This is an Appraisal Report in Summary Format which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraisers are not responsible for the unauthorized use of this report.

CLIENT

Mark Medlin
14903 Marquardt Avenue
Santa Fe Springs, California 90670

APPRAISERS

Shane LeMon, MAI, CCIM and Kathleen E. Burmeister, MAI
Estate Valuation Consultants, Inc.
2420 Midtown Place NE, Suite A
Albuquerque, New Mexico 87107

SUBJECT

Commercial Facility
1900 U.S. Highway 54
Alamogordo, New Mexico 88310

LEGAL DESCRIPTION

The subject site is legally described as follows:

Replat A, Shawna, Alamogordo, Otero County, New Mexico as shown and designated on said plat filed in the Office of the County Clerk on July 26, 1988 in Book 38, Page 67-68.

EFFECTIVE DATE OF VALUE

The effective date of value is November 9, 2018, the date of property inspection and photographs.

DATE OF REPORT

The report was completed on November 20, 2018 and signed by Shane LeMon, MAI, CCIM and Kathleen E. Burmeister, MAI.

INTENDED USER & INTENDED USE OF THE APPRAISAL

The only intended user of the appraisal report is our client, Mark Medlin, successors and/or assigns. This appraisal may not be used by any entity other than the client. The purpose of the appraisal is to provide our opinion of the market value of the fee simple interest of the subject as of the noted effective date of valuation. It is our understanding that the intended use of this report will be used as an aid in loan underwriting, loan classification and/or disposition of the asset.

DEFINITION OF MARKET VALUE

Following is the definition of "market value" as defined by the Office of the Comptroller of the Currency Regulation 12 CFR Part 34:

> *"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*
>
> *(1) Buyer and seller are typically motivated;*
>
> *(2) Both parties are well informed or well advised, and acting in what they consider their own best interests;*
>
> *(3) A reasonable time is allowed for exposure in the open market;*
>
> *(4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
>
> *(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

PROPERTY RIGHTS

We are appraising the "fee simple estate" of the subject property, defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[3]

SCOPE OF WORK

In preparing this appraisal, we…

- inspected the subject site, subject improvements, and viewed the general neighborhood;
- researched data on comparable vacant site sales; improved sales and listings;
- confirmed and analyzed the data;
- analyzed highest and best use of the subject site;
- analyzed all sales, agreements of sale, offers, options, or listings of the subject property within three years prior to the effective date of this appraisal;
- interviewed various real estate professionals (brokers, developers, and investors) familiar with the market area;
- developed the Sales Comparison Approach for valuation of the subject property;
- and utilized sales comparison techniques for valuation of the excess land.

The Cost Approach has not been developed due to the age of the improvements. The Cost Approach is most accurate when a property is new or relatively new construction. Application of depreciation within this approach for older properties is very subjective, which leads to less reliable valuation results. Additionally, current market conditions evidence that the Cost Approach is not a driving factor or influence in regard to

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[3] Ibid., page 90

purchases. The subject has been vacant for several years. Given the current market, absorption of a large facility like the subject is nearly impossible to project, so the Income Approach is also considered inapplicable at this time. Therefore, only the Sales Comparison Approach merits weight and will be utilized in our analysis.

This Appraisal Report is a brief recapitulation of our data, analyses, and conclusions. Supporting documentation is retained in the appraisal file. *Understanding that New Mexico is a non-disclosure State, information used in the report is as reliable as practical.*

OWNERSHIP & HISTORY

Ownership of the subject is currently vested in the name of TKG Alamogordo Center, LLC. The main building of the subject was previously operated as a Walmart store with other retail users in the north and south buildings. The subject has reportedly been vacant for roughly 11 years. According to the property managers, the owners have not been actively marketing the subject. The owners also own the newer Walmart in the City and reportedly did not want competition. There has been some interest over the years with prospective tenants interested in portions of the property; however, the owner reportedly did not want to lease or sell only portions of the property. Approximately two years ago, the subject was listed with Absolute Net Realty with an asking price of $3,000,000. The subject property is now under contract for purchase by Mark Medlin with a pending price of $2,500,000. Mr. Medlin plans to owner occupy the majority of the property for his manufacturing business. According to Jeremy Nelson with Absolute Net Realty, the City of Alamogordo will purchase the property for Mr. Medlin as an incentive to bring business to the community.

A portion of the site is currently being utilized as a port for FedEx trucks to meet and load packages. A portion is also utilized as a parking area for employee bus transportation to Holloman Air Force Base. According to Consuelo Horne with Absolute Net Realty, the buyer will likely negotiate with these users and allow them to continue utilizing portions of the property. The buyer will likely develop pad sites after the property is renovated and his business is operating.

No other transactions, offers for purchase, or listings for sale of the subject property within the last three years have been reported, or are known to us.

REGIONAL AREA DATA/NEIGHBORHOOD

The southeast quadrant of New Mexico includes the major cities of Alamogordo, Artesia, Carlsbad, Clovis, Hobbs, Lovington, Portales, Roswell, and Ruidoso. The larger cities that are within 200± miles of Alamogordo include Lubbock, Midland-Odessa, and El Paso, Texas, as well as Albuquerque, New Mexico. These cities are included in the region because they are supplier cities to the population in southeastern New Mexico.

The regional economy is dependent upon agriculture, extracted mineral production, manufacturing, tourism, military bases, and large federally funded projects and/or training facilities. The economic factors that most influence the region are the oil and gas industry, ranching, farming, and the dairy industry.

Roswell (Chaves County) serves as the regional trade center for the southeastern quadrant of New Mexico, namely the agricultural portion of the economy. However, the east side of the region (Lea, Roosevelt, Curry, and Otero Counties) leans toward Texas for trade.

TRANSPORTATION

Transportation throughout the region is primarily by personal vehicle. The major highways through the region are U.S. Highways 285, 70, 380, 82, 54, 62, and 180, along with State Highways 18 and 32. These highways are generally two-lane asphalt paved roads. Construction was completed in 2005 on U.S. Highway 285, making it a new four-lane highway. This highway extends from Interstate 40 at Clines Corners south to Carlsbad. U.S. Highway 70 had construction completed in early 2006. This highway runs southwest to northeast across New Mexico from Las Cruces to Clovis. This four-lane highway provides an alternate route across New Mexico, just south of Interstate 40. Due to the large size of the region and the limited population, the highway network is essential; it allows for family transportation as well as the movement of goods and raw materials/products into and out of the region.

The Burlington Northern Santa Fe Railway Company services the region. Rail transportation is limited mainly to the movement of extractive minerals, grain, and commodities for livestock use. The closest rail passenger terminals are in Albuquerque, New Mexico, and El Paso, Texas.

Bus transportation is provided by TNM&O Coaches, Inc., a regional bus carrier that services Texas, New Mexico, and Oklahoma.

Air transportation from various communities in the southeast quadrant of New Mexico was provided by Mesa Airlines to Albuquerque for several years, but was discontinued in 2008. American Eagle also discontinued service between Roswell and Los Angeles International Airport (LAX) due to an insufficient number of passengers to support the flights. New Mexico Airlines currently provides daily round-trip flights between Alamogordo, Carlsbad, and Hobbs to Albuquerque. In 2011, Continental Airlines began operating once-daily flights on Tuesdays and Saturdays and twice-daily flights every other day between Hobbs and Houston, Texas. This was largely related to the service transportation needs of people involved in the oil and gas, uranium enrichment, and solar industries in southeastern New Mexico. Great Lakes Airlines provides daily flights between Clovis and Albuquerque. Service by major airlines is available in Albuquerque, New Mexico, as well as Lubbock, Midland-Odessa, and El Paso, Texas. The existing air transportation system is considered to be adequate for the current population.

MILITARY BASES

The 2005 Base Realignment and Closure Commission (BRAC) had considered closing all, or portions of, Cannon Air Force Base, Holloman Air Force Base, White Sands Missile Range, and Fort Bliss (near El Paso, Texas). Remarkably, none of these local bases were closed, which was good news for New Mexico and the El Paso region of Texas.

In July 2006, the Pentagon announced a new mission for Cannon Air Force Base. Cannon AFB, which is located approximately seven miles southwest of Clovis, New Mexico, activated the 27th Special Operations Wing in October 2007. The 27th Special Operations Wing is part of the Air Force Special Operations Command (AFSOC). This Special Operations Wing plans and executes specialized and contingency operations and provides intelligence, surveillance, reconnaissance, and close air support for special operations forces. Cannon AFB encompasses 4,543 acres and employs around 5,300 military and 200 civilian personnel; it also employs roughly 853 civilians in the Clovis/Portales area. The Base has roughly $688 million per year economic impact on the Clovis/Portales community.

Holloman Air Force Base, approximately six miles southwest of Alamogordo, was originally established in 1942. The 49th Wing – host wing at Holloman Air Force Base – supports national security objectives by deploying worldwide to support peacetime and wartime contingencies. The Wing provides combat-read airmen, F-22 Raptors, and trains MQ-1 Predator and MQ-9 Reaper pilots and sensor operators. Holloman AFB encompasses 59,904 acres and has approximately 4,037 active duty military personnel; it also provides 1,232 civilian jobs in the Alamogordo area. The Base has roughly $693 million per year economic impact on the Alamogordo/Las Cruces economy.

AGRICULTURE

Farming and ranching is found throughout the region. There is some irrigated farming in the Hobbs/Lovington area and some dryland farming in Curry and Roosevelt Counties. The estimated irrigated acreage in the region is 300,000 acres. Farming is limited by water availability. Ranching spans the region where there is insufficient water for farming. The livestock raised are mainly sheep, goats, and cattle as well as some horses using for racing and livestock handling. Dairy heifer raising has become an economic factor because of the numerous dairies in the region. Approximately 150 dairies and 313,200 head of milk cows (average of 2,088 per herd) are located in New Mexico. New Mexico produces 44 million pounds of milk per year, worth an estimated $5.8 million. New Mexico ranks ninth in the nation for milk production and fifth in the nation for production of cheese.

The Leprino Cheese Plant in Roswell is one of the largest manufacturers of mozzarella cheese and lactose in the world. The 430,000 square foot plant currently has 600± employees and currently processes about six million pounds of milk per day (four times as much as when the facility opened in 1993). The products Leprino produces include frozen diced cheese, bulk ribbon cheese, wrapped ribbon cheese, whey protein concentrate, and lactose. Leprino sells cheese to businesses such as Pizza Hut and Domino’s Pizza. The Leprino plant had a major equipment upgrade in 2013; the equipment upgrade was estimated to cost approximately $20 million. It increased employment at the plant by 10 to 12 new positions and allowed for additional cheese product production. As do all Leprino facilities, the Roswell plant puts great importance on being environmentally responsible, even winning the 2011 Xcel Energy Environmental Leadership Award. The plant uses recycled water to irrigate over 360 acres of Triticale and 360 acres of Sordan sold in the area for feed.

The Southwest Cheese Company plant officially opened in Clovis on October 10, 2006. Southwest Cheese was a 50-50 joint venture between Glanbia PLC and the Greater Southwest Agency. Glanbia PLC is an international firm based in Kilkenny, Ireland. The Greater Southwest Agency is owned by Dairy Farmers of America, Select Milk Producers, Lone Star Milk Producers, and Zia Milk Producers. The cheese plant is a 340,000 square foot plant employing 300± people. In April 2009, a $90 million expansion was announced; it would be fully commissioned in 2010. The expansion increased jobs by approximately 50 positions. After the expansion, at full capacity the plant processes 10.5± million pounds of milk daily. Cheeses produced are Cheddar, Monterey Jack, Colby, and Pepper Jack in 40-pound and 640-pound blocks. The expansion made 1.1 million pounds of American style cheese and 70,000 pounds of high value-added whey daily. Southwest Cheese is one of the largest natural cheese and high protein whey processing plants in the world.

The recession caused demand for milk products to decline nationwide, which resulted in the prices received by dairy farmers to be below the cost of production. In other areas of the United States, the negative cash flow drove many dairies out of business. Due to a variety of factors, southeastern New Mexico was reasonably fortunately in the market slump; however, approximately 20 to 30 dairies in still shut down in the last ten years.

Crops grown on the farmland primarily include milo, corn, alfalfa, cotton, peanuts and some chili peppers. For years, Georgia has long held the overall production title of pecans, with Texas ranking second. Due to drought, beginning in 2011 New Mexico was ranked second in the nation for pecan production. It is estimated that New Mexico has the highest dollar value of pecan production of any state in the United States. This is partially due to the continued increase in pecan production in southeastern New Mexico, including a pecan orchard development in the Roswell/Artesia area by Chase Farms. Corn silage production has increased due to the demand created by the local dairies.

ENERGY & MINING

The extracted minerals portion of the regional economy includes oil and gas production as well as potash and sulfur mining. Oil and gas production is located throughout the region, but is primarily north and east of Roswell, east of Artesia and Carlsbad, and in the Hobbs/Lovington area. Artesia has the largest oil refinery (Navajo Refinery) in New Mexico. The refining process begins at the Navajo facility in Lovington. The oil is transported via underground pipeline to Artesia, where the refining process converts the crude oil into usable retail products, such as gasoline, diesel fuel, and jet fuel. The refinery in Artesia has been expanded over the years, allowing it to refine up to 100,000 barrels per day at full capacity. Employment at Navajo Refinery has stabilized at approximately 470 employees at this level of production. Refined products are piped to El Paso, Texas, and from El Paso to Albuquerque, Mexico, and Tucson and Phoenix, Arizona. This refinery completed Phase II of a major capital project initiative in the second quarter of 2010, providing the refinery the capability to process up to 40,000 barrels per day of heavy type crudes with the installation of a new solvent de-asphalter and the revamp of the crude and vacuum units. The refinery has spent several million dollars in capital costs in the past few years on several projects, including the upgrading of equipment to comply with EPA requirements, installing a new storm water surge tank, and upgrading several other processes at the refinery's Artesia waste water treatment plant.

In December 2012, Navajo Refinery announced their plan to bring in 1,000± contract workers in January/February 2013 for routine maintenance. This maintenance turnaround promised to produce a great economic start for 2013 for the hotels and local businesses in the Artesia area. Hotels throughout the larger market area were positively impacted because Artesia did not have adequate lodging capacity to house hundreds of contact laborers.

Due to the strong oil and gas industry presence in the region, hydraulic fracking (shale extraction) is becoming more prevalent in the area. In early May 2013, Mora County made national headlines for imposing a fracking ban. Fracking is a controversial process that involves horizontal drilling and injecting millions of gallons of pressurized water, sand, and chemicals into wellheads. Many areas in the southwest and northwest regions of New Mexico still employ the process.

Potash and sulfur, which are used in the manufacturing of fertilizer, are mined in the Carlsbad area. There are currently three operational potash mines and four processing facilities east of Carlsbad. New Mexico was already ranked first in potash production in the United States, but production growth in the past few years has now elevated it to New Mexico's largest mining commodity, dethroning coal and copper, the state's two long-time front-runners.

In December 2010, Xcel Energy and SunEdison broke ground on a 54 MW photovoltaic solar deployment to be built on five separate sites in Lea and Eddy Counties (four in Lea County and one in Eddy County). All five sites were in service as of November 17, 2011. Each site is comprised of utility-scale photovoltaic solar power arrays that are expected to deliver more than 112 million kilowatt hours of clean solar energy in the first year of operation alone. It is expected that the 54 MW deployment will generate more than 2 billion megawatt hours of clean, renewable energy over 20 years – enough energy to power more than 192,000 residences for one year. This is the largest solar deployment in New Mexico.

MANUFACTURING

Manufacturing in southeastern New Mexico is not a large portion of the economy, but this sector is improving. Louisiana Energy Services (LES) and Urenco have been issued a license from the United States Nuclear Regulatory Commission (NRC) to enrich uranium for nuclear power plants. The $3 billion facility began construction in early 2007, just a short distance east of Eunice. The first production facilities were completed in late 2008. The Nuclear Regulatory Commission authorized startup of this facility on June 10, 2010; this is the first major nuclear facility to be licensed in the United States in the past three decades. The NRC approval of the LES facility is a turning point for the nuclear industry in the United States. The National Enrichment Facility was rebranded URENCO USA/LES on January 2, 2010. The Nuclear Regulatory Commission announced approval on August 24, 2011, for URENCO USA/LES to bring online two additional sequential enrichment systems, known as cascades. As of the end of 2011, URENCO USA/LES capacity was 400 tSW/a (tons of separative work per year). Construction will continue at the plant until it reaches the planned 5,700 tSW/a capacity that is anticipated to produce sufficient enriched uranium for nuclear fuel, which will provide approximately 10% of America's electricity needs. The total cost of the project is expected to be approximately $4.5 billion. URENCO USA/LES currently employs approximately 350 employees along with another approximately 1,000 construction workers. Lea County purchased a 27.226 acre tract of land to be used by the Lea County Economic Development Corporation for company development. This tract is west of URENCO USA/LES, in the southeast corner of the intersection of SR 18 and SR 176. Jal and Eunice have seen several businesses open for support services for the facility. A large amount of HVAC (air-conditioning and filtering) services will be required by URENCO USA/LES for preventive maintenance to maintain a "clean room" in a dust-free environment.

Transportation Manufacturing Corporation (TMC) was the largest regional manufacturing employer. It was located at the Roswell International Air Center (RIAC), just south of Roswell. TMC built buses that were marketed nationally and worldwide. However, due to weak demand, TMC was forced to lay-off approximately 50 percent of its hourly workers in the fall of 1991. NovaBUS purchased TMC in late 1994. In 2002, NovaBUS announced that its bus manufacturing business was for sale. Millennium Transport, a new bus manufacturing company, began production in 2006; however, they filed for Chapter 11 bankruptcy in 2008 and there is no longer bus manufacturing at the RIAC. Fortunately for Roswell and the region, other businesses have come into the area to utilize the facilities available at the RIAC. These businesses serve both the aviation and manufacturing industries.

In June 2010, AerSale announced its acquisition of a division of Great Southwest Aviation in Roswell. Since then, AerSale has been successful in building its assets and expects continued growth over the next five years. AerSale disassembles and sells parts from older aircraft and refurbishes and leases airplanes and jet engines. The company typically buys 8 to 10 aircraft at a time. The aircraft that can be updated and repaired are then made available for lease. Those aircraft not deemed cost effective to update/repair are disassembled for parts or scrap. AerSale began with 15 employees and currently has 100± employees. AerSale anticipates employment of 130 to 150 with their current business model. Employees with specific skills may average

$40,000 to $70,000 per year. AerSale currently leases 400,000 square feet of aircraft hangar and facility space at the RIAC. They are an international firm with office facilities in two other locations in the United States and five locations around the world. The majority of the disassembly and aircraft refurbishing part of their operation takes place in Roswell. Another large RIAC employer anticipating strong growth is Dean Baldwin Aircraft Painting. Dean Baldwin currently employs approximately 165 full time employees at their Roswell location. The company has shown a large increase in employment, revenue, and the number of airplanes serviced. The Roswell facility sees between 200 to 300 planes a month, also servicing and painting planes in all six bays every eight to ten days.

CONCLUSION

The southeastern portion of New Mexico has exhibited a mostly stable economic basis over the past few years. In particular, the economy in Alamogordo has been slow but relatively stable, largely due to Holloman Air Force Base.

NEIGHBORHOOD DATA AND MARKET ANALYSIS

In the context of appraisal practice, a neighborhood is defined as *"a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises."*[4] For purposes of this report, the subject property's neighborhood is the City of Alamogordo, New Mexico.

Area Demographics - The following table presents historical, current, and projected demographic data for the three-mile radius surrounding the subject property:

esri

Demographic and Income Profile

Alamogordo, New Mexico
Ring: 3 mile radius

Prepared by Esri
Latitude: 32.86953
Longitude: -105.97076

Summary	Census 2010	2018	2023
Population	18,212	18,246	18,386
Households	7,810	7,829	7,866
Families	4,835	4,716	4,687
Average Household Size	2.31	2.31	2.31
Owner Occupied Housing Units	4,483	4,172	4,255
Renter Occupied Housing Units	3,327	3,657	3,611
Median Age	37.0	38.4	39.6
Trends: 2018 - 2023 Annual Rate	**Area**	**State**	**National**
Population	0.15%	0.43%	0.83%
Households	0.09%	0.37%	0.79%
Families	-0.12%	0.20%	0.71%
Owner HHs	0.39%	0.46%	1.16%
Median Household Income	1.79%	2.07%	2.50%

	2018		2023	
Households by Income	Number	Percent	Number	Percent
<$15,000	1,375	17.6%	1,373	17.5%
$15,000 - $24,999	1,064	13.6%	993	12.6%
$25,000 - $34,999	871	11.1%	772	9.8%
$35,000 - $49,999	1,062	13.6%	989	12.6%
$50,000 - $74,999	1,379	17.6%	1,429	18.2%
$75,000 - $99,999	1,084	13.8%	1,224	15.6%
$100,000 - $149,999	706	9.0%	799	10.2%
$150,000 - $199,999	155	2.0%	145	1.8%
$200,000+	132	1.7%	142	1.8%
Median Household Income	$42,367		$46,300	
Average Household Income	$55,650		$60,910	
Per Capita Income	$24,059		$26,248	

The data in the table above reveal a decrease in population from 2010 to 2018 with only a slight increase expected by 2023. Income data for the 2018 indicates 55.9% of the population within a three-mile radius had a household income of $49,999 per year or less. Projections for 2023 indicate that household incomes below $49,999 within the area will decrease by about 3.4%. Median household income, average household income, and per capita income are anticipated to increase by 9.3%, 9.5%, and 9.1%, respectively, over the next five years.

TRAFFIC ARTERIALS

Access to and within the neighborhood is good. The subject is located on the southwest corner of Highways 54 and 70. Highway 70 leads to Holloman Air Force Base and White Sands National Monument. Highway 54 becomes White Sands Boulevard just north of the subject which is the main arterial through the City of Alamogordo. This arterial ranges from two to three lanes of traffic in each direction (north and south) in the general vicinity of the subject. North White Sands Boulevard is improved with concrete curbs, gutters, and sidewalks and has concrete medians in the vicinity of the subject. This is the main arterial through the City of Alamogordo and becomes U.S. Highway 70 which leads to Holloman Air Force Base.

UTILITIES

Utilities available to the neighborhood include City water, sanitary sewer, natural gas, electricity and telephone. The Alamogordo and New Mexico State Police provide police protection. Fire protection is provided by the City of Alamogordo and Otero County.

NEIGHBORHOOD DEVELOPMENTS

There are mobile home parks to the west of the subject and east across Highway 54. U.S. Border Patrol is located just south of the subject. Developments near the intersection of White Sands Boulevard (Highway 54) and Highway 70 are retail and service-grade commercial users and include Chili's, Applebee's, Taco Bell, IHOP, and Anytime Fitness. There are several hospitality facilities near the intersection including Holiday Inn Express, Hampton Inn, Fairfield Inn & Suites, Luxury Inn & Suites, and Motel 6. Single-family residential developments are located on the interior neighborhood arterials.

SUMMARY

The commercial land uses located in the subject's vicinity exhibit good access and visibility. As such, access to the subject is considered adequate and typical of the area. Most of the area's commercial establishments are neighborhood-grade catering to daily consumer needs as well as the needs of travelers.

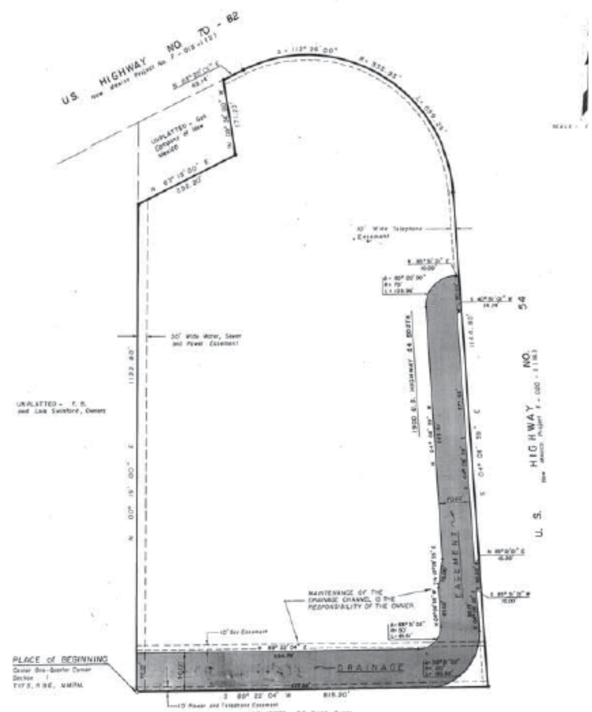
DESCRIPTION OF REAL ESTATE APPRAISED

Location – The maps presented in the *Preface* identify the location of the subject. The subject is addressed as 1900 U.S. Highway 54, Alamogordo, New Mexico 88310. The subject site is located at the lighted intersection of U.S. Highways 54 and 70.

Topography & Soils – The site is slightly below street grade and has a slight downward slope from northeast to southwest. Drainage and soil conditions appear adequate to support the existing subject improvements and are typical of the area. It is assumed that the land is stable. Absent a soil analysis, and based on visual inspection of neighboring developments, the soil bearing capacity is assumed to be adequate. There were no observed signs of any environmental contamination or problematic sub-soil conditions noted at the time of property inspection. However, no warranty is made to this effect (see *Environmental Statement* forthcoming).

Zoning – The subject site is zoned C-3 Business District which allows a variety of residential and commercial uses.

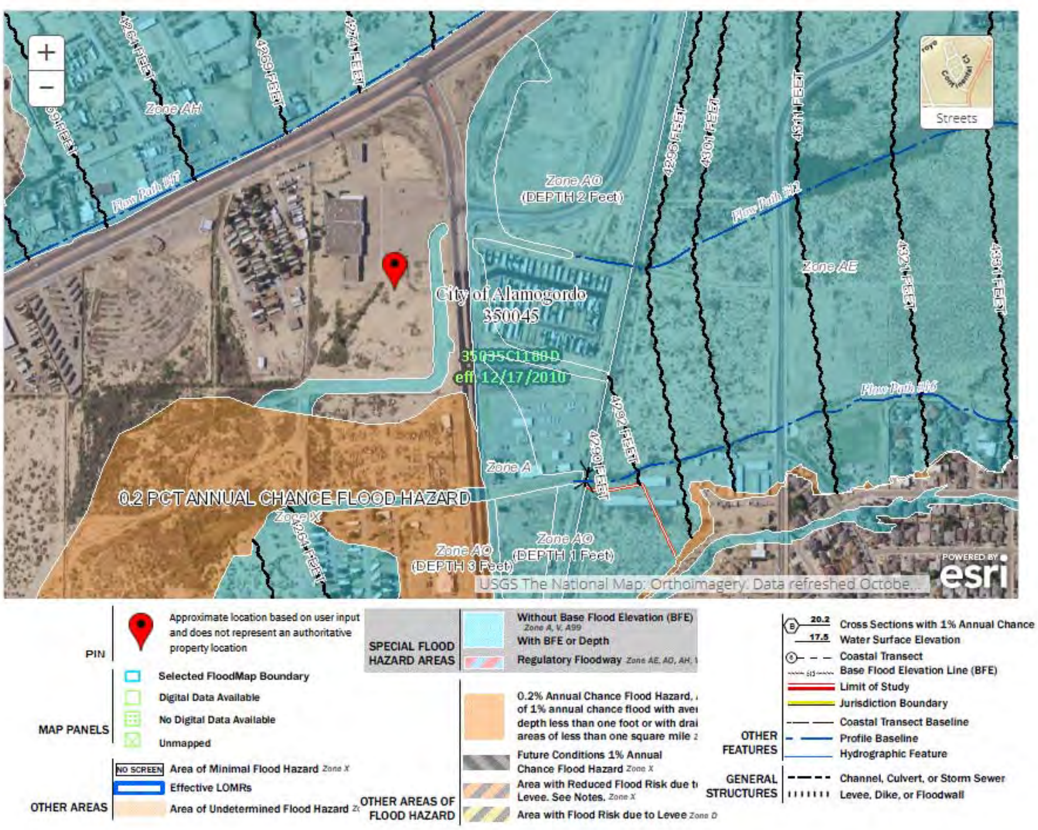
Shape & Size –The subject site is irregular in shape and contains 23.469 acres, or approximately 1,022,310 square feet (per legal description). There is a drainage easement along the eastern and southern portions of the site encompassing roughly 10% of the site (per appraisers' calculations on plat). Therefore, the site contains approximately 920,079 net square feet, or 21.122 net acres.



Easements/Encroachments – As discussed above, there is a drainage easement along the eastern and southern portions of the site encompassing roughly 10% of the site (per appraisers' calculations on plat). There is a 10' gas easement along the drainage easement on the south portion of the site. There is a 20' wide water, sewer, and power easement along the west boundary of the site and a 10' wide telephone easement along the eastern boundary of the site. No other apparent adverse easements or encroachments are noted or assumed that would affect the marketability of the subject property. **This assumption is subject to a current legal survey and title search of the property**

Access & Visibility – The site has good visibility from U.S. Highways 70 and 54. The site can be accessed via two curb cuts along the west side of Highway 54. There is a traffic light along Highway 54 at the northern portion of the site providing direct access to the subject site. Overall, access and visibility are good for the area.

Flood Zone – The subject site is located on FIRM Map #35035C1180D, dated December 17, 2010, within unshaded Flood Zone "X", areas determined to be outside the 0.2% annual chance floodplain. There is a drainage easement along the eastern and southern boundaries of the site, located in shaded Zone "A" which is a special flood hazard area without base flood elevation.



Utilities – The subject property is reported to have all utilities connected to the site (i.e., gas, electric, telephone, and sewer, and City trash removal).

Real Estate Taxes – The subject property is taxed by the authority of Otero County under three separate accounts. Following is a summary of the property taxes associated with the subject.

	Account #	Land Assessed	Improved Assessed	Assessed Value	Taxable Value	Taxes
Main Building	R020449	$249,384	$333,766	$583,150	$194,383	$6,599.44
North Building	R020566	$483,910	$68,609	$552,519	$184,173	$6,214.92
South Building	R020567	$79,591	$122,854	$202,445	$67,481	$2,277.16
Total		**$812,885**	**$525,229**	**$1,338,114**	**$446,037**	**$15,091.52**

According to the Otero County Treasurer, all taxes have been paid and are current. Considering the indication of market value "as is" derived within this report, the subject is under assessed which is not unusual for the market.

Improvements - Improvement data is based on a physical property inspection. The appraisers are not qualified to render an opinion on the adequacy of the structural or mechanical components of the building. Following are the construction and building improvement details:

Construction Improvement Details – Commercial Facility

Building Description	The main building is an open retail building with warehouse containing 65,930± square feet. The southern building is a multi-tenant retail building containing 10,080 square feet. The northern building is a free-standing retail building containing 6,000 square feet.
Building Quality	Average
Building Condition	Poor/Fair
Effective Age	30 years
Remaining Economic Life	30 years which may be extended with renovations and ongoing repairs and maintenance.
Foundation	Reinforced concrete slab.
Exterior Walls	CMU block.
Interior Walls	Mixture of textured and painted drywall, and exposed vinyl-backed insulation.
Interior Ceilings	Textured and painted drywall and exposed vinyl-backed insulation and steel deck.
Lighting	Fluorescent lighting and skylights.
Floor Finishes	Exposed concrete, vinyl tile, and commercial-grade carpet.
Plumbing	Assumed built to code.
Heating/Cooling	Gas heating and evaporative coolers.
Deferred Maintenance	The subject property requires extensive renovations including new electrical, roofing, flooring, etc. However, vacant properties similar to the subject are being sold in their current conditions for renovations or redevelopment. This will be considered in the forthcoming Sales Comparison Approach.
Conclusion	On the basis of property inspection, no forms of functional obsolescence were noted. Placement of the buildings is functional in regard to site configuration, and the overall design of the property is competitive within the market area. The property conforms well to the surrounding neighborhood and its legally permitted uses.

The appraisers are not qualified to judge the mechanical, electrical, HVAC, and structural components of the building and we assume they are adequate.

Other site improvements include asphalt parking and traffic circulation areas.

Floor Area Ratio – The floor area ratio (FAR) for the subject is calculated to be 0.09 (82,730 SF of building improvements divided by 920,079 net SF of total site area). This FAR is below the typical range for similar facilities located in the subject's general market area. Only a portion of the site is being utilized for building improvements, indicating the presence of excess site area. Applying a typical FAR of 0.15 indicates 551,533 square feet of site area is necessary to support the existing building improvements (82,730 SF / 0.15 = 551,533 SF). The remaining 368,546 square feet (920,079 net SF – 551,533 SF necessary for building improvements = 368,546 SF) is considered excess site area. The value of the excess site will be added in the Sales Comparison Approach.

AMERICANS WITH DISABILITIES STATEMENT

The concluded market value is based on the extraordinary assumption that the property is not adversely impacted by non-compliance with the Americans with Disabilities Act. Such determination requires investigation by a qualified expert in the field of architecture or engineering. We have not been provided with information from such an expert as to the subject property's status with regard to the ADA. The user of this report is cautioned that the value opinion provided might be hypothetical on the basis of this extraordinary assumption.

ENVIRONMENTAL STATEMENT

No apparent or obvious signs of hazardous materials were noted at the time of property inspection. Hazardous materials may or may not be present on the subject property, but we are not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, leaking oil or gas tanks, or other potentially hazardous materials may affect the value of the property. The opinion of value is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in these fields, if so desired.

HIGHEST & BEST USE

Highest & Best Use As Though Vacant – The four highest and best use criteria are legally permissible, physically possible, financially feasible, and maximally productive. Based on the four highest and best use criteria, it is our opinion that the highest and best use of the site as though vacant is for commercial development upon demand. The zoning of the site allows for such uses. Based upon the trends and development patterns observed within the community, the optimal floor area ratio for this type of use would range from 0.10 to 0.30. This analysis is based upon the trends and development patterns observed, and the location of the subject site relative to other properties.

Highest & Best Use As Improved – The subject is improved with three commercial buildings. The existing subject improvements are legally permissible under current zoning ordinances and restrictions with no adverse easements, encroachments, or conditions found. This use is compatible with surrounding uses in the neighborhood. The existing use is also physically possible. The existing improvements continue to provide a financial return over and above the vacant site prices and listings in the general vicinity. At the present time there is no economic alternative use that would justify removal of the existing improvements (even given the estimated effective age and condition). Based on the four highest and best use criteria, it is our opinion that continued use of the commercial facility is the highest and best use of the site as improved with future expansion to maximize the FAR or sale of the excess site area.

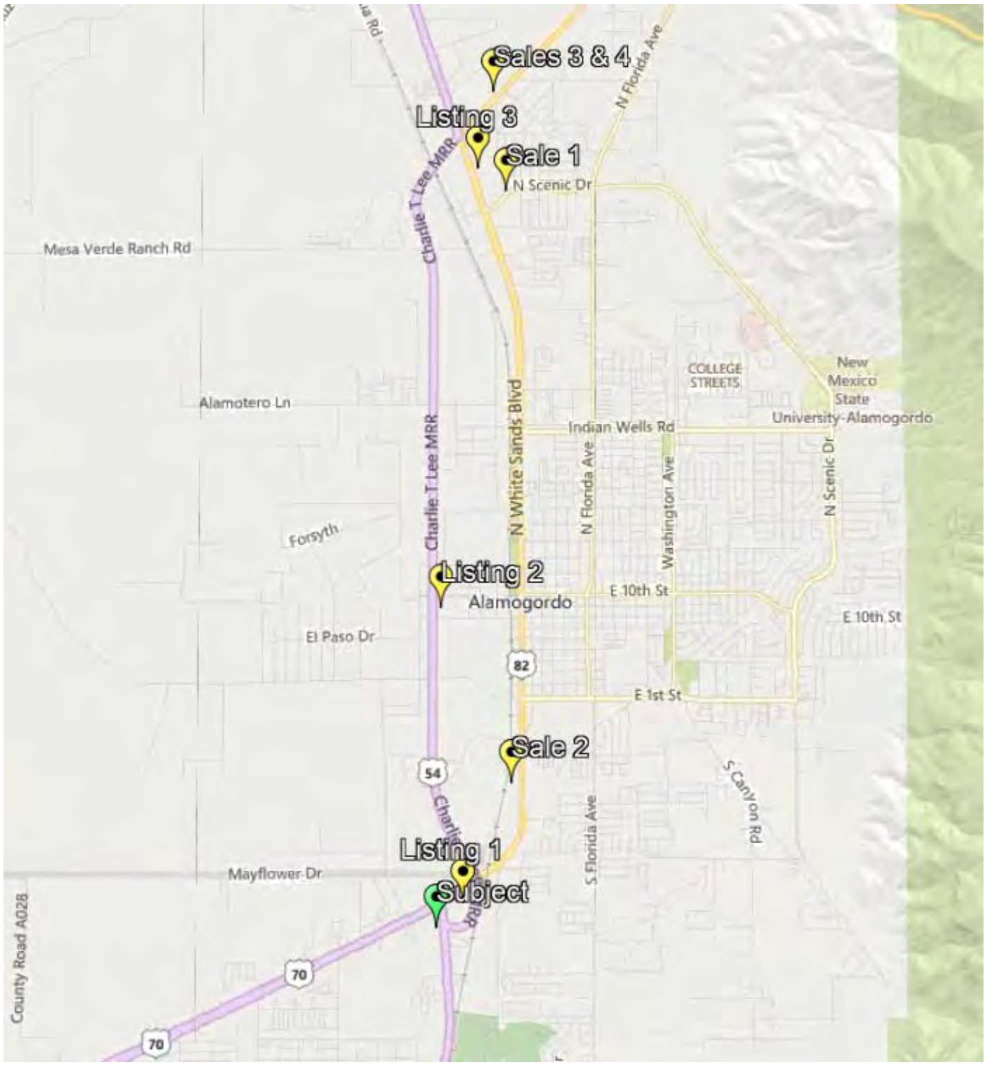
SUMMARY OF ANALYSIS & VALUATION

SALES COMPARISON APPROACH – EXCESS SITE

As mentioned, the subject has excess site area. We spoke with commercial real estate brokers in the area who reported there have been a limited number of larger land sales over the past few years. Following are recent land sales and listings utilized to estimate the value of the subject's excess site area.

Chart of Comparable Vacant Land Sales - Excess Site Area

	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Listing 1	Listing 2	Listing 3
Address	1900 U.S. Hwy 54	N Scenic Dr, E/o White Sands Blvd	810 S. White Sands Blvd	N s/o US Highway 82, E/o White Sands Blvd	N s/o US Highway 82, E/o White Sands Blvd	1806 Charlie T. Lee Memorial Relief Bypass	SEC Charlie T. Lee Memorial Relief Bypass & 10th St	3650 N White Sands Blvd
Sale Date		Aug-17	Dec-15	Apr-14	Mar-14			
Sale Price		$139,500	$112,000	$85,000	$95,000	$1,600,000	$1,650,000	$599,500
Site Position	Corner	Interior	Interior	Interior	Interior	Corner	Corner	Interior
Topography	Mostly Level	Mostly Level	Mostly Level	Mostly Level	Mostly Level	Mostly Level	Mostly Level	Mostly Level
Shape	Irregular	Slightly Irregular	Mostly Rectangular	Slightly Irregular	Slightly Irregular	Slightly Irregular	Rectangular	Rectangular
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Zoning	C-3	C-3	C-3	None	None	C-3	M-2	C-3
Use		Retail	Retail	Speculative	Speculative	Speculative	Speculative	Speculative
Site Area (AC)	8.4607	1.1300	1.3110	3.0000	7.8460	15.0000	16.0000	7.9900
Site Area (SF)	368,546	49,223	57,107	130,680	341,772	653,400	696,960	348,044
Sale Price/SF		**$2.83**	**$1.96**	**$0.65**	**$0.28**	**$2.45**	**$2.37**	**$1.72**
		Transaction Adjustments						
Property Rights	-	0%	0%	0%	0%	0%	0%	0%
	-	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Adjusted Price/SF	-	$2.83	$1.96	$0.65	$0.28	$2.45	$2.37	$1.72
Financing Terms	-	0%	0%	0%	0%	0%	0%	0%
	-	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Adjusted Price/SF	-	$2.83	$1.96	$0.65	$0.28	$2.45	$2.37	$1.72
Conditions of Sale	-	0%	0%	0%	0%	-20%	-20%	-20%
	-	$0.00	$0.00	$0.00	$0.00	-$0.49	-$0.47	-$0.34
Adjusted Price/SF	-	$2.83	$1.96	$0.65	$0.28	$1.96	$1.89	$1.38
Expenditures	-	0%	0%	0%	0%	0%	0%	0%
	-	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Adjusted Price/SF	-	$2.83	$1.96	$0.65	$0.28	$1.96	$1.89	$1.38
Market Conditions	-	0%	0%	0%	0%	0%	0%	0%
	-	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Adjusted Price/SF	-	**$2.83**	**$1.96**	**$0.65**	**$0.28**	**$1.96**	**$1.89**	**$1.38**
		Property Adjustments						
Location	-	Inferior	Significantly Inferior	Significantly Inferior	Significantly Inferior	Slightly Inferior	Inferior	Inferior
Physical								
Size		Significantly Superior	Significantly Superior	Superior	Similar	Inferior	Inferior	Similar
Topography		Similar	Similar	Similar	Similar	Similar	Similar	Similar
Zoning	-	Similar	Similar	Similar	Similar	Similar	Slightly Inferior	Similar
Overall	-	**Superior**	**Slightly Inferior**	**Significantly Inferior**	**Significantly Inferior**	**Slightly Inferior**	**Inferior**	**Inferior**



ANALYSIS OF SALES

Real Property Rights Conveyed – No adjustments were required for property rights.

Financing Terms – All sales are cash or cash equivalent transactions, thus, no adjustments for financing terms are warranted.

Conditions of Sale - All of the sales were reported to be arm's-length transactions and were not adjusted. Properties typically sell for less than list price. Thus, all of the listings were adjusted downward by 20%.

Expenditures after Sale - None of the sales reported expenditures necessary after the transactions.

Market Conditions (Time of Sale) – The sales have transpired since March 2014. No adjustment for market conditions is evident in the data set.

Sale 1 – Sale 1 is located on a minor arterial which is considered inferior to the subject location. This sale is much smaller than the subject. Due to economies of scale, smaller properties typically sell for higher prices per unit than larger properties. Therefore, Sale 1 is considered significantly superior to the subject size. This sale has similar zoning to the subject. Overall, Sale 1 is considered superior to the subject.

Sale 2 – Sale 2 has an address on South White Sands Boulevard; however, this property has a rear location which is considered significantly inferior to the subject location. This sale is much smaller than the subject and is considered significantly superior to the subject size. This sale has similar zoning to the subject. Overall, Sale 2 is considered mostly similar to the subject.

Sale 3 – Sale 3 is located on Highway 82 on the north side of the City which is considered significantly inferior to the subject location. This sale is smaller than the subject and is considered superior to the subject size. This property is outside the City limits and there is no zoning in Otero County. Overall, Sale 3 is considered significantly inferior to the subject.

Sale 4 – Sale 4 is located on Highway 82 on the north side of the City which is considered significantly inferior to the subject location. This sale is mostly similar to the subject's excess site area. This property is outside the City limits and there is no zoning in Otero County. Overall, Sale 4 is considered significantly inferior to the subject.

Listing 1 – Listing 1 is located directly across Highway 54 from the subject. This property has inferior access compared to the subject. It is larger in size than the subject's excess site area and has similar zoning compared to the subject. Overall, Listing 1 is considered slightly inferior to the subject.

We spoke to the listing agent, Doug Nelson, who told us this property has been on the market for over ten years. He has had it listed for two years and the owner increased the asking price one year ago. He said there has been some interest in the property and he believes the right user will come along and the property will be sold near the asking price.

Listing 2 – Listing 2 is located on a corner along the Charlie T. Lee Memorial Relief Bypass which is considered inferior to the subject's highway frontage. This property is larger in size than the subject's excess site area and has inferior zoning compared to the subject. Overall, Listing 2 is considered inferior to the subject.

Listing 3 – Listing 3 is located along White Sands Boulevard on the north side of the City which is considered inferior to the subject location. This property is mostly similar in size to the subject's excess site area. Its zoning is similar to the subject zoning. Overall, Listing 3 is considered inferior to the subject.

Sale	Comparison	$/SF
Sale 1	Superior	$2.83
Subject		
Sale 2	Slightly Inferior	$1.96
Listing 1	Slightly Inferior	$1.96
Listing 2	Slightly Inferior	$1.89
Listing 3	Inferior	$1.38
Sale 3	Significantly Inferior	$0.65
Sale 4	Significantly Inferior	$0.65

Conclusion – The adjusted vacant land sales present a range from $0.28 per square foot to $2.83 per square foot. Based on the above analysis, and considering the subject's location at the lighted intersection of Highways 54 and 70 and its infrastructure with all utilities located on the site, we estimate a value of $2.00 per square foot for the excess site area.

Price Per Square Foot Method – Excess Site Area

Excess Site Area	368,546 SF
Multiplied by Price Per Square Foot	x $2.00
Indicated Value	$737,092
Rounded to	$735,000

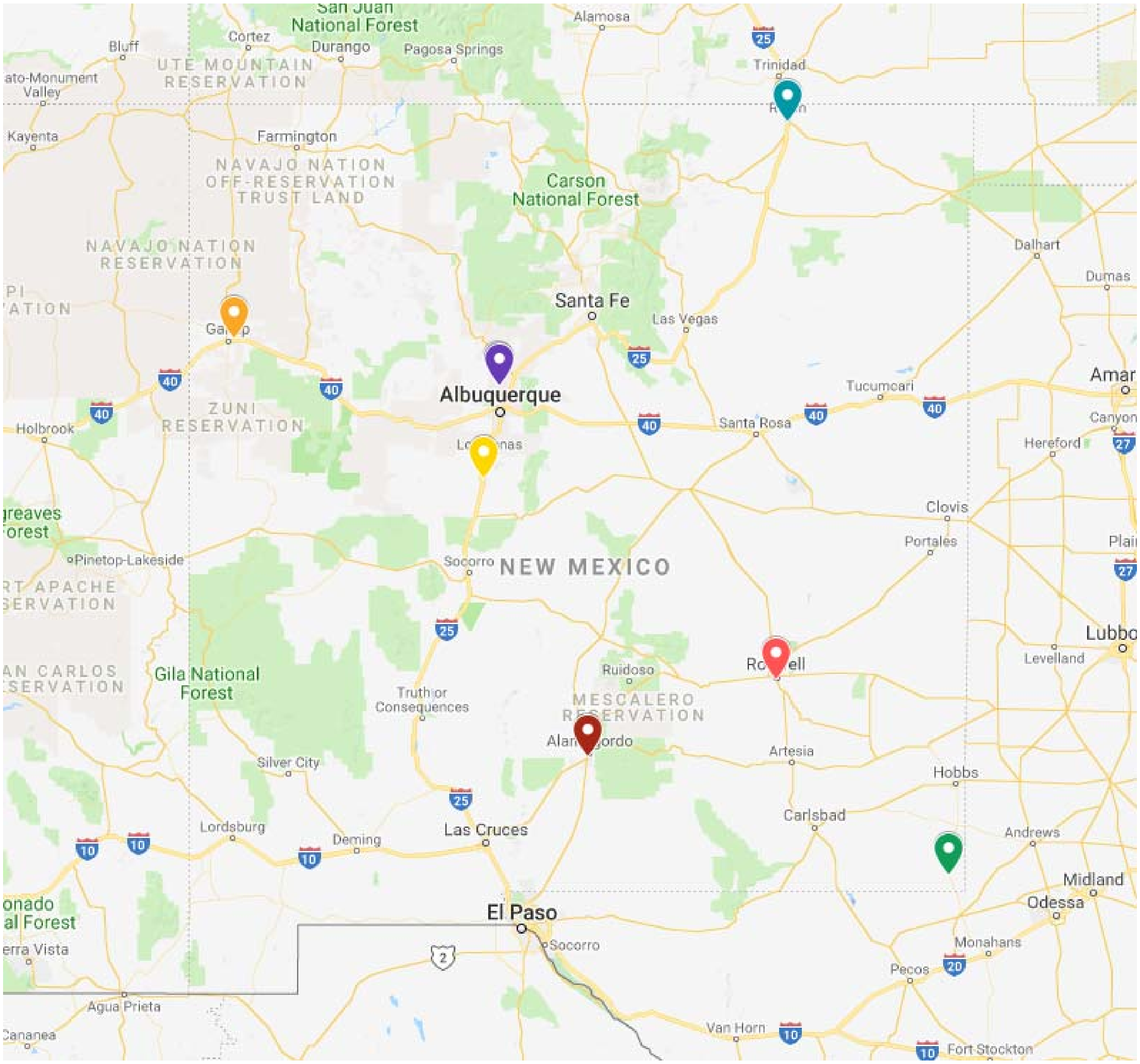
Sales Comparison Approach

An in-depth search was conducted for recent sales which exhibit similar location and physical characteristics to the subject property. We spoke with real estate brokers active in the area who reported limited property sales in the last few years with no large properties similar to the subject. As such, we will utilize sales of larger properties throughout New Mexico in our analysis of the subject. Upward adjustments are made to the sales that have inferior characteristics compared to the subject, while downward adjustments are made to the sales that have superior characteristics compared to the subject. A summary of the data on the comparable improved sales is illustrated below, along with a location map. Detailed sales information and photographs of each are presented in the **Addenda**. The unit of comparison is sale price per square foot.

Chart of Comparable Improved Sales

	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6	Listing 1
Address	1900 U.S. Hwy 54	3301 Southern Blvd	900 S 3rd St	501 Bernard	2702 E Hwy 66	1709 S Main St	1640 Rio Rancho Blvd	1235 S 2nd St
City	Alamogordo	Rio Rancho	Jal	Belen	Gallup	Roswell	Rio Rancho	Raton
Former User	Walmart	Albertsons	Industrial	Industrial	Industrial	Albertsons	Kmart	Kmart
Sale Price		$1,000,000	$2,600,000	$235,000	$925,000	$625,000	$4,400,000	$895,000
Sale Date		Sep-17	Jan-17	Jan-17	Sep-16	Jul-15	Nov-14	
Building Area RSF	82,730	64,580	56,300	18,225	28,632	34,042	86,479	40,327
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Quality	Average	Average	Average	Average	Average	Average	Average	Average
Condition	Poor/Fair	Fair	Average	Poor	Average	Below Avg	Average	Fair/Avg
Effective Age	30 Years	35 Years	25 Years	35 Years	25 Years	25 years	25 years	25 years
Site Area	551,533*	255,039	744,005	369,389	241,845	127,805	346,899	346,899
FAR	0.15*	0.25	0.08	0.05	0.12	0.27	0.25	0.12
Sale Price/SF	-	**$15.48**	**$46.18**	**$12.89**	**$32.31**	**$18.36**	**$50.88**	**$22.19**
				Transaction Adjustments				
Property Rights	-	0%	0%	0%	0%	0%	0%	0%
	-	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Adjusted Price/SF	-	$15.48	$46.18	$12.89	$32.31	$18.36	$50.88	$22.19
Financing Terms	-	0%	0%	0%	0%	0%	0%	0%
	-	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Adjusted Price/SF	-	$15.48	$46.18	$12.89	$32.31	$18.36	$50.88	$22.19
Conditions of Sale	-	25%	0%	0%	25%	0%	0%	0%
	-	$3.87	$0.00	$0.00	$8.08	$0.00	$0.00	$0.00
Adjusted Price/SF	-	$19.35	$46.18	$12.89	$40.39	$18.36	$50.88	$22.19
Expenditures	-	0%	0%	0%	0%	0%	0%	0%
	-	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Adjusted Price/SF	-	$19.35	$46.18	$12.89	$40.39	$18.36	$50.88	$22.19
Market Conditions	-	0%	0%	0%	0%	0%	0%	0%
	-	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Adjusted Price/SF	-	**$19.35**	**$46.18**	**$12.89**	**$40.39**	**$18.36**	**$50.88**	**$22.19**
				Property Adjustments				
Location	-	Superior	Inferior	Inferior	Similar	Slightly Inferior	Superior	Inferior
Physical	-							
Quality	-	Similar	Similar	Inferior	Inferior	Similar	Similar	Similar
Age/Condition	-	Inferior	Superior	Inferior	Superior	Slightly Superior	Superior	Superior
Size	-	Similar	Similar	Superior	Superior	Superior	Similar	Superior
FAR	-	Inferior	Superior	Superior	Similar	Inferior	Inferior	Similar
Overall	-	**Inferior**	**Superior**	**Inferior**	**Superior**	**Slightly Inferior**	**Superior**	**Inferior**

***Excludes surplus site area**



Property Rights – The subject represents a fee simple estate. The sales represent fee simple estates; therefore, no adjustments are required under this category.

Financing Terms – All of the sales were cash or cash equivalent transactions and did not warrant a need for an adjustment; thus, no adjustment will be applied to these sales for financing terms.

Conditions of Sale – Sale 1 was reported to have a motivated seller and Sale 4 was bank owned. As such, these sales were adjusted upward by 25%. Listing 1 is reportedly a distressed sale. Since the property has not yet sold, we did not make an adjustment under this category; however, the sale conditions will be discussed in the analysis. The remaining sales were reportedly arm’s-length transactions with no distress conditions reported.

Expenditures After Sale – No adjustments have been made under this category.

Market Conditions (Time of Sale) – All of the sales have occurred since November 2014. There is no evidence in the data set that an adjustment is warranted for market conditions during this time period.

Sale 1 – Sale 1 is a former Albertsons grocery store in Rio Rancho, New Mexico. This sale reportedly involved an "extremely motivated" seller. This property has frontage on a main arterial in a larger, active community and is considered superior to the subject location. The quality is similar to the subject. The effective age is inferior to that of the subject. This property required extensive renovations similar to the subject. The building is mostly similar in size compared to the subject. The floor area ratio is higher, and thus inferior, to the subject's adjusted FAR of 0.15. Overall, Sale 1 is considered inferior to the subject.

Sale 2 – Sale 2 is an industrial facility containing five buildings located in Jal, New Mexico. This location is on a minor arterial in a small community and is considered inferior to the subject location. The improvements are similar quality compared to the subject and in superior condition. The overall building size is mostly similar to the subject. This property has a low floor area ratio which is considered a superior characteristic compared to the subject's adjusted FAR. Overall, Sale 2 is considered superior to the subject.

Sale 3 – Sale 3 is an industrial property located in Belen, New Mexico. This location is on a minor arterial in a small community and is considered inferior to the subject location. The improvements are similar quality compared to the subject. The building has an inferior effective age compared to the subject and is in inferior condition. This property required significant renovations and environmental remediation. The building size is much smaller than the subject. Due to economies of scale, smaller properties typically sell for higher prices per unit than larger properties. Therefore, Sale 3 is considered significantly superior to the subject size. This property has a low floor area ratio which is considered a superior characteristic compared to the subject's adjusted FAR. Overall, Sale 3 is considered inferior to the subject.

Sale 4 – Sale 4 is an industrial facility in Gallup, New Mexico. This was a bank owned property. This location is on a major arterial in a small community and is considered similar to the subject location. This building is average quality metal construction which is inferior to the subject buildings. The improvements are in superior condition compared to the subject. The building is smaller than the subject. This property has a similar floor area ratio compared to the subject's adjusted FAR. Overall, Sale 4 is considered superior to the subject.

Sale 5 – Sale 5 is a former Albertsons grocery store in Roswell, New Mexico. This property has frontage on a main arterial in a small community and is considered slightly inferior to the subject location. The building is smaller than the subject. The quality and effective age and condition are slightly superior to the subject. The floor area ratio is higher, and thus inferior, to the subject's adjusted FAR of 0.15. Overall, Sale 5 is considered slightly inferior to the subject.

Sale 6 – Sale 6 is a former Kmart store in Rio Rancho, New Mexico. This property has frontage on a main arterial in a larger, active community and is considered superior to the subject location. The building is similar in size compared to the subject. The quality is similar to the subject and the condition is superior.

The floor area ratio is higher, and thus, inferior to the subject's adjusted FAR of 0.15. Overall, Sale 6 is considered superior to the subject.

Listing 1 – Listing 1 is a Kmart store in Raton, New Mexico. Kmart currently occupies the building; however, the property is being advertised as a redevelopment since the store will be closing in the near future. The property is reportedly a distressed sale. This property has frontage on a main arterial in a small community and is considered inferior to the subject location. The building is smaller than the subject. The quality is similar to the subject and the condition is superior. The floor area ratio is similar to the subject's adjusted FAR of 0.15. Overall, Listing 1 is considered inferior to the subject given its motivated seller.

Sale	Comparison	$/SF
Sale 6	Superior	$50.88
Sale 2	Superior	$46.18
Sale 4	Superior	$40.39
Subject		
Listing 1	Inferior	$22.19
Sale 1	Inferior	$19.35
Sale 5	Inferior	$18.36
Sale 3	Inferior	$12.89

Opinion of Market Value by Sales Comparison Approach

The adjusted prices per square foot reflect a range from $12.89 to $50.88. Considering the location and physical characteristics of the subject, we estimate a value of $25.00 per square foot is reasonable for the subject property.

Building Area	82,730 SF
Multiplied by Price per Foot	x $25.00
Opinion of Market Value	$2,068,250
Plus Value of Excess Site Area	$735,000
Indicated Value	$2,803,250
Rounded to	**$2,800,000**

Opinion of Fee Simple Market Value "As Is"
Sales Comparison Approach
November 9, 2018
$2,800,000

FINAL RECONCILED OPINION OF MARKET VALUE

Opinion of Fee Simple Market Value "As Is"
Sales Comparison Approach..$2,800,000

As discussed in the Scope of Work, the Cost Approach has not been developed due to the age of the improvements. The Cost Approach is most accurate when a property is new or relatively new construction. Application of depreciation within this approach for older properties is subjective, which leads to less reliable valuation results. Additionally, current market conditions evidence that the Cost Approach is not a driving factor or influence in regard to purchases. The subject has been vacant for several years. Given the current market, absorption of a large facility like the subject is nearly impossible to project, so the Income Approach is also considered inapplicable at this time. Therefore, only the Sales Comparison Approach was utilized in our analysis. We conclude the following opinion of market value for the subject property "As Is":

Final Reconciled
"As Is" Fee Simple Opinion of Market Value
November 9, 2018
$2,800,000

EXPOSURE & MARKETING TIME

Exposure Time is the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective dates of the appraisal. It is a retrospective estimate, based on an analysis of past events assuming a competitive and open market. Based on recent supply/demand characteristics, and based on the exposure time of the comparable sales used within this report we estimate the subject property's exposure time at two to five years from the effective date of valuation.

Marketing Time is the estimated length of time it might take to sell the property interest in real estate at the estimated market value during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time which is presumed to precede the effective dates of the appraisal. Because there are no significant changes anticipated in the supply/demand characteristics in this sub-market, immediately following the effective date of the appraisal, we estimate that the marketing time is similar to the estimated exposure time from two to five years from the effective date of valuation.

➢ ADDENDA ➣

➢ Exhibit A ➣
Certification

We certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- We made a personal inspection of the interior and exterior of the property that is the subject of this report.
- Jennifer D. Ridley (License #03226-A) provided significant real property appraisal assistance to the persons signing this certification. Ms. Ridley completed the property inspection, researched the history of the subject, comparable sales, and comparable rental rates, and assisted in the valuation in this report.
- As of the date of this report, Shane LeMon and Kathleen E. Burmeister have completed the continuing education program for the Designated Members of the Appraisal Institute.
- As of the date of this report, Shane LeMon and Kathleen E. Burmeister have completed the continuing education program for the State of New Mexico.
- We have performed no services, as appraisers, or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Respectfully submitted,

Estate Valuation Consultants, Inc.

Shane LeMon, MAI, CCIM	Kathleen E. Burmeister, MAI
NM General Certified Appraiser #00193-G	NM General Certified Appraiser #03025-G

➢ Exhibit B ➣
Assumptions & Limiting Conditions

The certification of the appraisers appearing in this Appraisal Report is subject to the following assumptions and limiting conditions:

1. This report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop an opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisal file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. We are not responsible for the unauthorized use of this report.
2. This report is an appraisal of the real estate value of the property, with no consideration given to the value of the business enterprise, furniture, fixtures, and equipment (FF&E).
3. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
4. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
5. Responsible ownership and competent property management are assumed.
6. The information furnished by other is believed to be reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the report.
11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.
12. It is assumed that the utilization of the site and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
13. Possession of this report, or a copy thereof, does not carry with it the right of publication.
14. The appraisers, by reason of this appraisal, are not required to give further consultation or testimony, or be in attendance in court, with reference to the property in question unless arrangements have been previously made.
15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval of the appraisers.
16. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes in future conditions.
17. Any value opinions provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value opinion, unless such proration or division of interests has been set forth in the report.
18. Unless otherwise stated in this report, the appraisers did not observe the existence of hazardous material, which may or may not be present on the property. The appraisers have no knowledge of the existence of

such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value opinion is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

19. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative affect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

➢ Exhibit C ➣
Qualifications of the Appraisers

SHANE LeMON, MAI, CCIM

PROFESSIONAL ASSOCIATIONS

Member of the Appraisal Institute: MAI No. 8662
State of New Mexico General Certified Real Estate Appraiser: #193-G
Individual Member of the Commercial Investment Real Estate Institute: CCIM No. 8029
State of New Mexico Licensed Broker: License No. 13725 I (Curtis Shane LeMon)
President of the FBI Citizens' Academy of New Mexico (2014-2015, 2017)
President of the Rotary Club of Albuquerque (2004/2005)
Chairman of the Board - Better Business Bureau of New Mexico & SW Colorado (2006/2007, 2017/2018); Board member since 2002
President – New Mexico Corvette Association (2002 & 2007)
President – Interstate Commerce Industrial Center (2007 - 2017)

PROFESSIONAL EXPERIENCE

President
American Property - Consultants & Appraisers, Inc., Albuquerque, New Mexico Office, March 1990 to Present

President
Estate Valuation Consultants, Inc., Albuquerque, New Mexico Office, December 2002 to Present

President
BPOXpress, Inc., Albuquerque, New Mexico Office, 2015 to Present

Fee Appraiser
Stiebler & Associates, Albuquerque, NM, April 1985 to February 1990
Stiebler, Smith & Assoc., Albuquerque, NM, June 1984 to March 1985

Tax Accountant
Deloitte, Haskins & Sells, Albuquerque, NM, January 1983 to May 1984

SPECIALIZED APPRAISAL EXPERIENCE

Since June 1984, Mr. LeMon has served as a fee appraiser concentrating in the following areas:

Hotels & motels	Vacant Land	Condominiums	Right-of-way
Multi-family residences	Office buildings	Industrial buildings	Farm & ranch
Retail Centers	Aircraft facilities	Restaurants	Special use properties
Car washes	Movie Theaters	Subdivisions	Golf courses

EDUCATION

University of Albuquerque, 1984; Accounting
Albuquerque Technical-Vocational Institute, 1980-1982; Business Management/Accounting
University of New Mexico, 1976-1980; Civil Engineering/Accounting

American Institute of Real Estate Appraisers Courses:
2; Standards of Professional Practice; 7/85
1A-1; Real Estate Appraisal Principles; 9/86
1B; Capitalization Theory & Techniques Part B; 9/87
1B-A; Capitalization Theory & Techniques Part A; 2/87
1A-2; Basic Valuation Procedures; 3/87
2-1; Case Studies in Real Estate Valuation; 3/88
2-2 Valuation Analysis & Report Writing; 6/88
MAI Comprehensive Examination; 8/89

New Mexico Real Estate Institute Courses:
Real Estate Law; 2/96
Real Estate Practice; 2/96
Real Estate Broker Basics; 3/96
Real Estate Appraisal; 4/96
Real Estate Finance; 5/96
Real Estate Math; 5/96
NM Broker Examination; 6/96
NM Real Estate Commission – Mandatory; Albuquerque, New Mexico: 7/99, 4/02, 7/04, 11/07, 7/11, 4/14, 5/16
NM Advance Map Reading & Surveys; 8/05 - Albuquerque, New Mexico

NM Decision Making with the HP-10B Calculator; 9/05 - Albuquerque, New Mexico
NM Qualifying Broker Refresher Course; 12/07, 9/11, 5/14, 5/17 – Albuquerque, New Mexico
Leasing and Managing Residential Real Estate; 7/11 – Albuquerque, New Mexico
Successful Business Planning; 8/11 – Albuquerque, New Mexico
Negotiating and Completion of an Exchange; 8/11, 4/14 – Albuquerque, New Mexico
Understanding Residential Real Estate Investments; 3/14 – Albuquerque, New Mexico
Business Ethics in Real Estate; 10/15 – Albuquerque, New Mexico
Property Management Essentials; 4/17 – Albuquerque, New Mexico
NMREC Core Course A; 5/17 – Albuquerque, New Mexico
ANSI Square Footage Method of Measuring; 6/17 – Albuquerque, New Mexico
Real Estate & Taxes: What Ever Agent Should Know; 6/17 – Albuquerque, New Mexico
Easements and Access for the Non-lawyer; 7/17 – Albuquerque, New Mexico
Property Red Flags; 8/17 – Albuquerque, New Mexico
Mechanic's Liens: Law & Strategy; 8/17 – Albuquerque, New Mexico
Solar PV Value? Questions to Ask; 8/17 – Albuquerque, New Mexico

Commercial Investment Real Estate Institute
CI 101 – Financial Analysis for Commercial Investment Real Estate; 8/97 – Albuquerque, New Mexico
CI 201 – Market Analysis for Commercial Investment Real Estate; 2/98 – Albuquerque, New Mexico
CI 301 – Decision Analysis for Commercial Investment Real Estate; 5/98 – Albuquerque, New Mexico
CI 408 - Core Concepts Review – CCR; 6/98 – San Diego, California
Comprehensive Examination; 6/98 – San Diego, California
NAR Code of Ethics; 7/11, Albuquerque, New Mexico
Business Ethics in Real Estate 10/12, 10/15, Albuquerque, New Mexico

CONTINUING EDUCATION – Appraisal Related

American Institute of Real Estate Appraisers / Appraisal Institute
Standards of Professional Practice Update; 6/89 - Santa Fe, New Mexico
Reviewing Appraisals; 10/90 - Santa Fe, New Mexico
Accrued Depreciation; 1/91 - El Paso, Texas
Hotel/Motel Valuation Seminar; 6/91 - Dallas, Texas
Preparation and Use of the U.C.I.A.R. Form; 10/91 - Dallas, Texas
FHWA Course #14126; 12/91 - Santa Fe, New Mexico
Appraising Troubled Properties; 1/92 - El Paso, Texas
The Appraiser's Legal Liabilities; 9/92 - Las Cruces, New Mexico
Appraisal Regulations of the Federal Banking Agencies; 3/93 - Albuquerque, New Mexico
Standards of Professional Practice, Parts A & B; 4/93 - Albuquerque, New Mexico
Appraisal Office of the Future; 2/94 - San Diego, California
Understanding Limited Appraisals; 6/94 - Los Angeles, California
Fair Lending and the Appraiser; 4/95 - Las Cruces, New Mexico
Course 520; Highest & Best Use and Market Analysis; 9/97 – Phoenix, Arizona
Small Hotel/Motel Valuation Seminar; 9/98 – Ruidoso, New Mexico
Standards of Professional Practice, Part A (USPAP); 6/99 – Albuquerque, New Mexico
Standards of Professional Practice, Part B; 6/99 – Albuquerque, New Mexico
Valuation of Detrimental Conditions; 9/99 – Albuquerque, New Mexico
Real Estate Fraud; 1/01 – Albuquerque, New Mexico
Report Writing & Valuation Analysis; 6/01 – San Diego, California
General Applications; 10/01 – Salt Lake City, Utah
USPAP Course 401; 3/03 - Albuquerque, New Mexico
Rates and Ratios: Making Sense of GIMs, OARs and DCF; 7/04 – Albuquerque, New Mexico
USPAP Update Course 400; 1/05 – El Paso, Texas
Site to Do Business; 10/05 – Albuquerque, New Mexico
What Clients Would Like Their Appraisers to Know; 10/05 – Albuquerque, New Mexico
FHA and the New Residential Appraisal Form; 1/06 – Albuquerque, New Mexico
Subdivision Valuation Seminar; 4/06 – Santa Fe, New Mexico
Appraisal Consulting; A Solutions Approach for Professionals; 7/06 – Albuquerque, New Mexico
USPAP Course; 11/06 – Albuquerque, New Mexico
Business Practices & Ethics; 12/06 – Albuquerque, New Mexico
Cool Tools: New Technology for Real Estate Appraisers; 10/07 – Albuquerque, New Mexico
USPAP Course; 1/08 – Albuquerque, New Mexico

Office Valuation: A Contemporary Perspective 1/08 – Albuquerque, New Mexico
An Introduction to Valuing Green Buildings 9/08 – Albuquerque, New Mexico
Appraisal Tools Tune-Up 10/09 – Ruidoso, New Mexico
Appraising in 2009 10/09 – Ruidoso, New Mexico
Appraisal in Litigation 10/09 – Ruidoso, New Mexico
Appraising the Appraisal Business 10/09 – Ruidoso, New Mexico
Uniform Appraisal Standards for Federal Land Acquisitions 12/09 – Albuquerque, New Mexico
USPAP Course; 1/10 – Albuquerque, New Mexico
Business Practice & Ethics; 9/10 – Albuquerque, New Mexico
The Lending World in Crisis – What Clients Need Their Appraisers to Know Today; 11/10 – Albuquerque, New Mexico
Appraisal Review Seminar – General; 1/11 – Albuquerque, New Mexico
IRS Seminar: Conservation Easements & Your Taxes; 6/11 – Albuquerque, New Mexico
Appraisal Curriculum Overview (2-Day General); 9/11 – Albuquerque, New Mexico
Real Estate Finance, Value and Investment Performance; 10/11 – Albuquerque, New Mexico
Supervisor/Trainee Class – NM Real Estate Appraisers Board; 1/12 – Santa Fe, New Mexico
2012-2013 USPAP Course; 1/12 – Albuquerque, New Mexico
Evaluating Commercial Construction (2 days); 9/12 – Albuquerque, New Mexico
Practical Regression Using Microsoft Excel (2 days); 10/12 – Albuquerque, New Mexico
Fundamentals of Separating Real Property, and Intangible Business Assets (SBA Required) (2 days); 6/13 – Albuquerque, New Mexico
Supervisor/Trainee Class – NM Real Estate Appraisers Board; 12/13 - Albuquerque, New Mexico
Business Practices & Ethics; 1/14 – Albuquerque, New Mexico
2014-2015 USPAP Course; 1/14 – Albuquerque, New Mexico
Litigation Appraising: Specialized Topics & Applications; 10/14 – Ruidoso, New Mexico
NM Real Estate Appraisers Board Mandatory Renewal Class; 12/15 – Albuquerque, New Mexico
Business Practices & Ethics; 2/16 – Albuquerque, New Mexico
2016-2017 National USPAP Update Course; 2/16 – Albuquerque, New Mexico
Condemnation Appraising: Principles & Applications; 10/16 – Albuquerque, New Mexico
Contract or Effective Rent: Finding the Real Rent; 11/17 – Albuquerque, New Mexico
Examining Property Rights and Implications in Valuation; 11/17 – Albuquerque, New Mexico
2018-2019 National USPAP Update Course; 12/17 – Albuquerque, New Mexico

State of New Mexico

REAL ESTATE APPRAISERS BOARD

PO Box 25101 Santa Fe, NM 87505 (505) 476-4622

This is to certify that

Curtis S LeMon #193-G

Having complied with the provisions of the New Mexico Real Estate Appraisers Act is hereby granted a license to practice as a

General Certified Appraiser

This appraiser is eligible to perform in Federally Related Transactions

Issue Date: 12/01/1990 Date Expires: 04/30/2020

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

This Certifies That
the American Institute of Real Estate Appraisers
has awarded

Curtis Shane LeMon

the Professional Designation

MAI

subject to the limiting conditions of membership as set forth in the By-Laws and Regulations of the American Institute of Real Estate Appraisers.

In Witness Whereof, the Governing Council of the American Institute of Real Estate Appraisers has authorized this certificate to be signed in its behalf by the President and Executive Vice President, and the Corporate Seal to be hereunto affixed on this 12th day of December 1990.

PRESIDENT

James R. Langley
Acting EXECUTIVE VICE PRESIDENT

Certificate No

Commercial Investment Real Estate Institute

An Affiliate of the NATIONAL ASSOCIATION OF REALTORS®

By election of the Governing Council has designated

Shane LeMon

as a

CERTIFIED COMMERCIAL INVESTMENT MEMBER

CCIM

Dewey Struble, CCIM
1998 President

CERTIFICATE NO. 8029
June 10, 1998

KATHLEEN E. BURMEISTER, MAI
BACKGROUND AND EXPERIENCE

PRESENT POSITION
Vice President, Dominion Property Advisors, Albuquerque, New Mexico 2005-present
Associate, American Property Consultants & Appraisers, Inc., Santa Fe, New Mexico

CONTACT INFORMATION
505.688.8789 – Cell
kathleenm@dominionproperty.com
kathleenmclb@gmail.com

EDUCATION
Bachelor of Science-Biology and Earth and Planetary Sciences
University of New Mexico, Albuquerque, NM 87131
Master of Business Administration-Marketing and International Business
University of New Mexico, Albuquerque, NM 87131
Bilingual

REAL ESTATE COURSE WORK
Uniform Standards of Professional Appraisal Practice
Advanced Land Valuation: Sound Solutions to Perplexing Problems
Contract or Effective Rent: Finding the Real Rent
Examining Property Rights and Implications in Valuation
Analyzing Operating Expenses
Advanced Spreadsheet Modeling for Valuation Applications
Introduction to the Appraisal Profession Appraisal Techniques
Real Property Interest & Legal Descriptions for Appraisers
How to Use the Uniform Residential Appraisal Report
Basic Income Capitalization
Advanced Income Capitalization
General Appraiser Market Analysis and Highest and Best Use
Appraisal of Nursing Home Facilities
Business Practice and Ethics
Introduction to Valuing Commercial Green Buildings
Advanced Internet Search Strategies
Advanced Concepts & Case Studies
General Appraiser Report Writing and Case Studies
Comprehensive Examination Preparation Courses

ACADEMIC POSITIONS
Research Assistant/Instructor, Graduate Assistant, Anderson School of Business, University of New Mexico 2001-2002
Research Assistant, Earth and Planetary Sciences Department, University of New Mexico 1997-1999
Research Assistant MBRS, School of Medicine, University of New Mexico, 1996-1999

EXPERIENCE
Kathleen Mc Leroy has worked on various commercial appraisal assignments located throughout New Mexico and Colorado. Ms. McLeroy has worked independently and with various MAI

designated appraisers. She has shown a superior aptitude for commercial appraisal as a result of an intense workload often involving complex properties with unique components of value. Clients served included individuals, Fortune 500 corporations, banks and other lending institutions, government agencies, life insurance companies and attorneys. Estates appraised included fee simple, leased fee, leasehold and subleasehold. Property types include the following:

Office Buildings – Professional, Medical and Dental
Retail Buildings – Freestanding, Strip and "Big Box"
Multi-Family Residential Apartment Properties
LIHTC Apartment Properties
Storage Yards
Light Industrial Properties - Office/Warehouses, Distribution Warehouses
Assisted Living, Nursing Home and Special Care Facilities
Vacant Land – Commercial, Residential, Agricultural, Ground Lease
Section 8 Apartments
Houses of Worship
Single Family Residential Subdivisions
Hotels– Limited and Full Service
Bed & Breakfast Facilities (Rural and Urban)
Gas Station & Convenience Stores
Mortuaries and Cemeteries

AFFILIATIONS
Member, Appraisal Institute-MAI
Rio Grande Chapter of the Appraisal Institute - President (2018)
LDAC - 2017
NM General Certified Real Estate Appraiser (No. 03025-G)
Hispanic MBA Association
Marketing Association
Honors Graduate
Golden Key National Honor Society
SPURS, Honor Society
Deans List
American Geological Institute Scholar

Prior Professional Experience 2003-2005
Assistant General Manager/General Manager
Mastro's Corporation, Albuquerque, NM

Responsibilities:
Managed a staff of + 60 Employees. Assisted with payroll, inventory controls, purchasing, ordering, accounting, marketing and financing for a restaurant with gross annual sales of + $3,000,000. Organized public events for + 8000 people which consist of one of the major events ever done by a private organization in downtown Albuquerque

State of New Mexico

REAL ESTATE APPRAISERS BOARD

PO Box 25101 Santa Fe, NM 87505 (505) 476-4622

This is to certify that

Kathleen E. Burmeister #03025-G

Having complied with the provisions of the New Mexico Real Estate Appraisers Act is hereby granted a license to practice as a

General Certified Appraiser

This appraiser is eligible to perform in Federally Related Transactions

Issue Date: 09/09/2008 Date Expires: 04/30/2020

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

Jennifer D. Ridley

PROFESSIONAL ASSOCIATIONS

State of New Mexico Registered Real Estate Apprentice Appraiser: No. 03226-A

PROFESSIONAL EXPERIENCE

Associate
American Property – Consultants & Appraisers, Inc., Albuquerque, New Mexico; July 2005 to April 2008, August 2011 to Present

Associate
Estate Valuation Consultants, Inc., Albuquerque, New Mexico; July 2005 to April 2008, August 2011 to Present

State of New Mexico, Human Services Department, Albuquerque, New Mexico; August 2008 to July 2011

EDUCATION

University of New Mexico, Bachelor of Arts in Psychology; 2005

University of New Mexico, Bachelor of Arts in Communication; 2005

APPRAISAL EDUCATION

Appraisal Institute courses:

Evaluating Commercial Construction; 9/12 – Albuquerque, New Mexico
General Appraiser Sales Comparison Approach; 10/12 – Aurora, Colorado
General Appraiser Income Approach; 4/14 – Aurora, Colorado
Real Estate Finance Statistics and Valuation Modeling; 11/15 – San Diego, California
General Appraiser Income Approach/Part 2; 5/16 – Aurora, Colorado
General Appraiser Site Valuation & Cost Approach; 3/17 – Austin, Texas
Integrated Development Ordinance (IDO) Training; 5/18 – Albuquerque, New Mexico
General Appraiser Market Analysis and Highest and Best Use; 8/18 – Aurora, Colorado

Other appraisal courses:

Basic Appraisal Principles; 7/11 – Albuquerque, New Mexico
Basic Appraisal Procedures; 7/11 – Albuquerque, New Mexico
USPAP (15-hour); 7/11 – Albuquerque, New Mexico
USPAP (7-hour update), 2/13 – Albuquerque, New Mexico
State of New Mexico Mandatory Update Course, 2/13 – Albuquerque, New Mexico
USPAP (7-hour update), 1/15 – Albuquerque, New Mexico
State of New Mexico Mandatory Update Course, 2/15 – Albuquerque, New Mexico
USPAP (7-hour update), 3/17 – Albuquerque, New Mexico

State of New Mexico

REAL ESTATE APPRAISERS BOARD

PO Box 25101 Santa Fe, NM 87505 (505) 476-4622

This is to certify that

JENNIFER D RIDLEY #03226-A

Having complied with the provisions of the New Mexico Real Estate Appraisers Act is hereby authorized to practice as a

APPRENTICE APPRAISER

Issue Date: 10/06/2011 **Date Expires: 04/30/2019**

This appraiser is NOT eligible to perform in Federally Related Transactions

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

➢ Exhibit D ➣

Engagement Letter

Estate Valuation Consultants, Inc.

October 30, 2018

Mark Medlin
14903 Marquardt Avenue
Santa Fe Springs, California 90670
Phone: (562) 229-1991
Email: mark@medlinramps.com

RE: Bid for Appraisal Report in for commercial building located at 1900 U.S. Highway 54, Alamogordo, New Mexico 88310

Dear Mr. Medlin:

In accordance with your request, we have prepared this engagement letter for the assignment listed above. We propose to provide an Appraisal Report in Summary Format of the subject property for the fee of **$5,500 including tax.**

The report will provide the "as is" market value for the property for internal business decisions. The requested report will be prepared to comply with and be subject to the current requirements of the Appraisal Institute's Code of Professional Ethics and Uniform Standards of Professional Appraisal Practice. ***The fee includes an electronic copy of the report (PDF).*** The report can be completed and delivered roughly two to three weeks from the date we receive your signed authorization to move forward. ***One-half of the fee will be due at the time of our initial property inspection ($2,750), with the entire remaining balance due immediately upon completion/delivery of the report ($2,750).***

If you are in agreement with the terms stated above and are prepared to order the work, please sign, print your name, and date below, and ***return to my office via FAX (505)343-0330, or Email jennifer@ap-evc.com***.

Mark Medlin 10/30/2018

Signature / Print Name Date

Should you have any questions or require further information, please contact me at your earliest convenience.

Respectfully submitted,
Estate Valuation Consultants, Inc.

Jennifer Ridley

➢ Exhibit E ➣
Subject Information

Jeremy Nelson
jeremy@go-absolute.net
505-610-1655

Consuelo Horne
consuelo@go-absolute.net
505-730-7395

For Sale or Lease- Vacant Anchor/Jr. Anchor Shopping Center

1900 U.S. Hwy 54
Alamogordo, NM 88310

Excellent Redevelopment Opportunity:

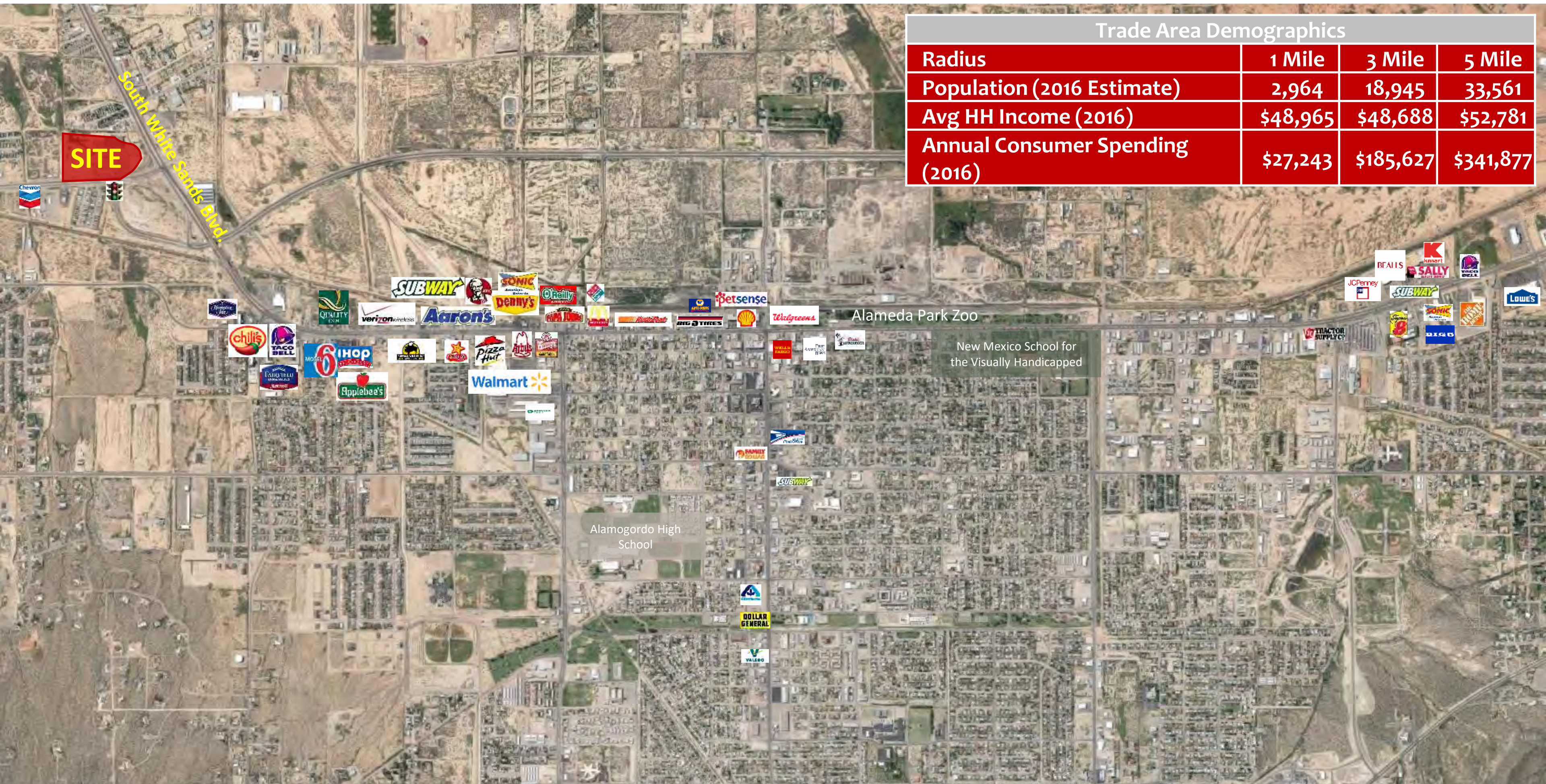
- +/- 81, 150 SF of existing improvements
- Potential for multiple pad sites
- +/- 24.9 Acres
- Excellent Location and Visibility
- Proposed Large Monument Signage
- Existing Anchor/Jr. Anchor improvements
- Signalized access
- Heavy Highway Traffic
- Serves a wide demographic area

Absolute Investment Realty
105 Jefferson St. NE
Albuquerque, NM 87108
505-346-6006
www.go-absolute.net

ABSOLUTE
Investment Realty

Trade Area:

1900 U.S. Hwy 54
Alamogordo, NM 88310



Trade Area Demographics			
Radius	1 Mile	3 Mile	5 Mile
Population (2016 Estimate)	2,964	18,945	33,561
Avg HH Income (2016)	$48,965	$48,688	$52,781
Annual Consumer Spending (2016)	$27,243	$185,627	$341,877

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Jeremy Nelson
jeremy@go-absolute.net
505-610-1655

ABSOLUTE
Investment Realty

Site Plan:

1900 U.S. Hwy 54
Alamogordo, NM 88310

1900 U.S. Hwy 54, Alamogordo, NM, 88310

N

KEY
Available:
Leased:
Future Site:

SITE SUMMARY
81,150 SQ. FT.

1. Available	6,650 sq. ft.
2. Available	980 sq. ft.
3. Available	1,120 sq. ft.
4. Available	1,400 sq. ft.
5. Available	65,000 sq. ft.
6. Available	6,000 sq. ft.

AVAILABLE
RETAIL SPACE / PAD SITES
THE KROENKE GROUP

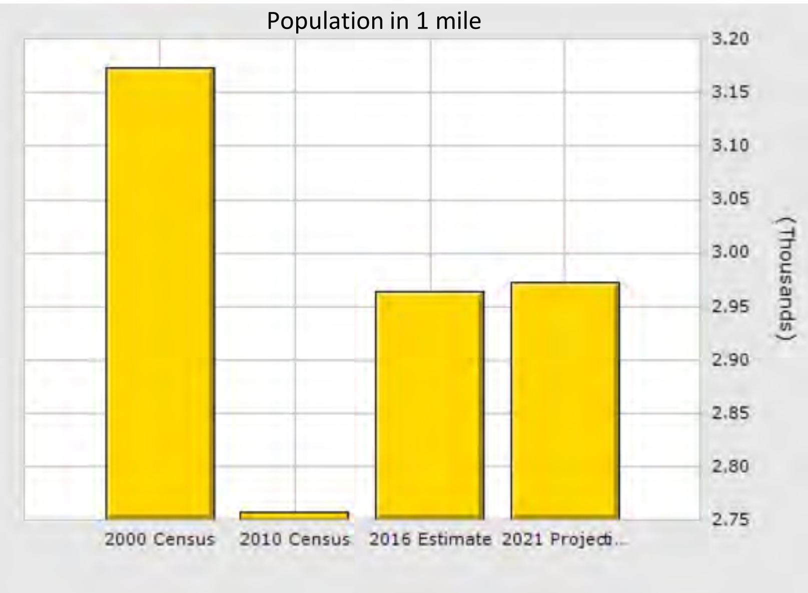
Consuelo Horne
consuelo@go-absolute.net
505-730-7395

Jeremy Nelson
jeremy@go-absolute.net
505-610-1655

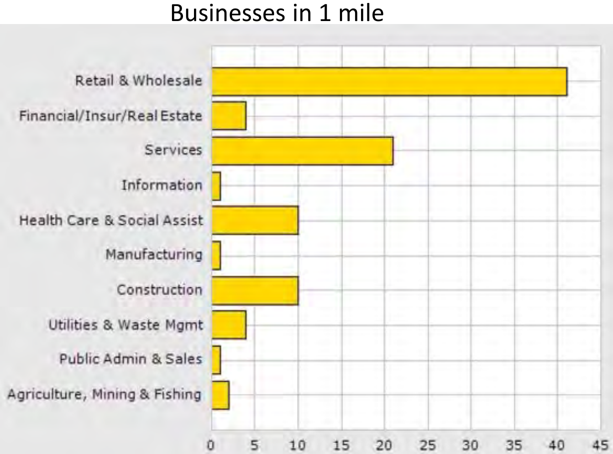
ABSOLUTE
Investment Realty

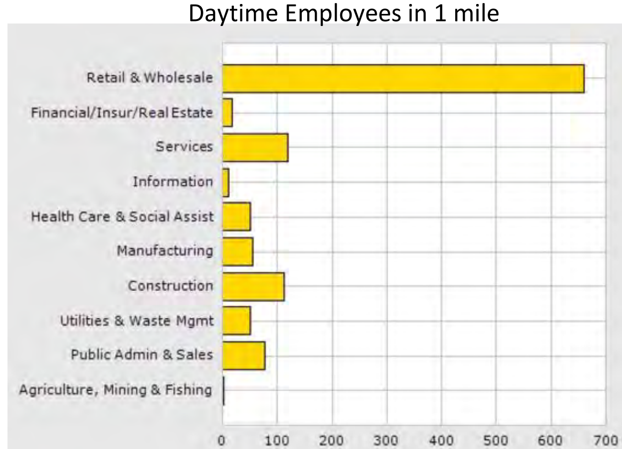
Demos:

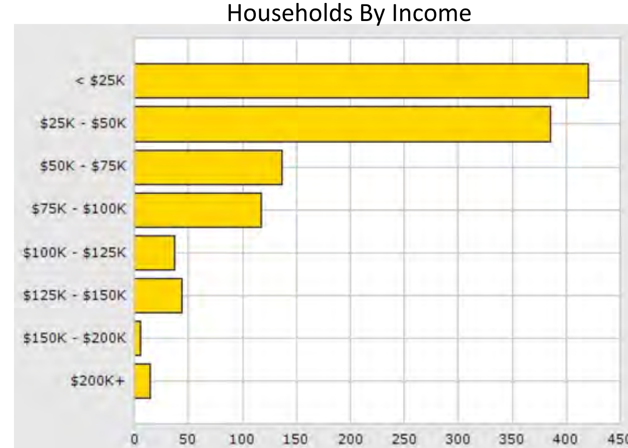
1900 U.S. Hwy 54
Alamogordo, NM 88310



Population		1 Mile	3 Mile	5 Mile
	2016 Total Population:	2,964	19,006	33,793
	2021 Population:	2,972	18,945	33,561
	Pop Growth 2016-2021:	0.27%	(0.32%)	(0.69%)
	Average Age:	36.10	38.40	39.20
Households				
	2016 Total Households:	1,162	8,124	14,225
	HH Growth 2016-2021:	0.17%	(0.42%)	(0.77%)
	Median Household Inc:	$43,229	$39,878	$43,671
	Avg Household Size:	2.50	2.30	2.30
	2016 Avg HH Vehicles:	2.00	2.00	2.00
Housing				
	Median Home Value:	$99,223	$98,096	$113,361
	Median Year Built:	1984	1977	1975







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Jeremy Nelson
jeremy@go-absolute.net
505-610-1655

Alamogordo, New Mexico MSA

1900 U.S. Hwy 54
Alamogordo, NM 88310

Consuelo Horne
consuelo@go-absolute.net
505-730-7395

Jeremy Nelson
jeremy@go-absolute.net
505-610-1655

Alamogordo, NM

Alamorgodo MSA Demographics	
Population (2015 Estimate)	Est- 150,000
Households (2015 Estimate)	14,225
Avg. Household Income (2015 Estimate)	$52,330

ABSOLUTE
Investment Realty

1900 U.S. Hwy 54
Alamogordo, NM 88310

1.Location: Otero County is ideally situated for access to all points southwest as we are approximately 600 miles (1000km) from each of the following locations; San Diego, CA, Houston, TX, Kansas City, KS, Salt Lake City, UT, and Monterrey City in Mexico. With immediate access to major highways, Otero County is also only a short 90-mile 90-minute drive to the International Airport in El Paso. Rail service is available through arrangement with Union Pacific Railroad.

2. Workforce: Otero County population is over 65,000, with an education level averaging 12.8 years. Approximately 15% of adults are bilingual. Eighty-five percent (85%) of the workface in the county have a high school education or above. A similar metric is true within the city of Alamogordo (81.4% of the population hold high school diplomas or better) where over 17.7% hold at least a Bachelor's degree. As it is not unusual in New Mexico for workface. Total surrounding regions of Lincoln and Dona Ana County when calculating workface. Total population of the commuting region would be greater than 150,000.

3. Epicenter of Otero County: Alamogordo's proximity to dozens of smaller communities make it the epicenter of retail, good and services for Otero county. Servicing more than a dozen nearby communities, Alamogordo has a very strong nation retail presence with major retailers including Walmart, Lowe's and Home Depot.

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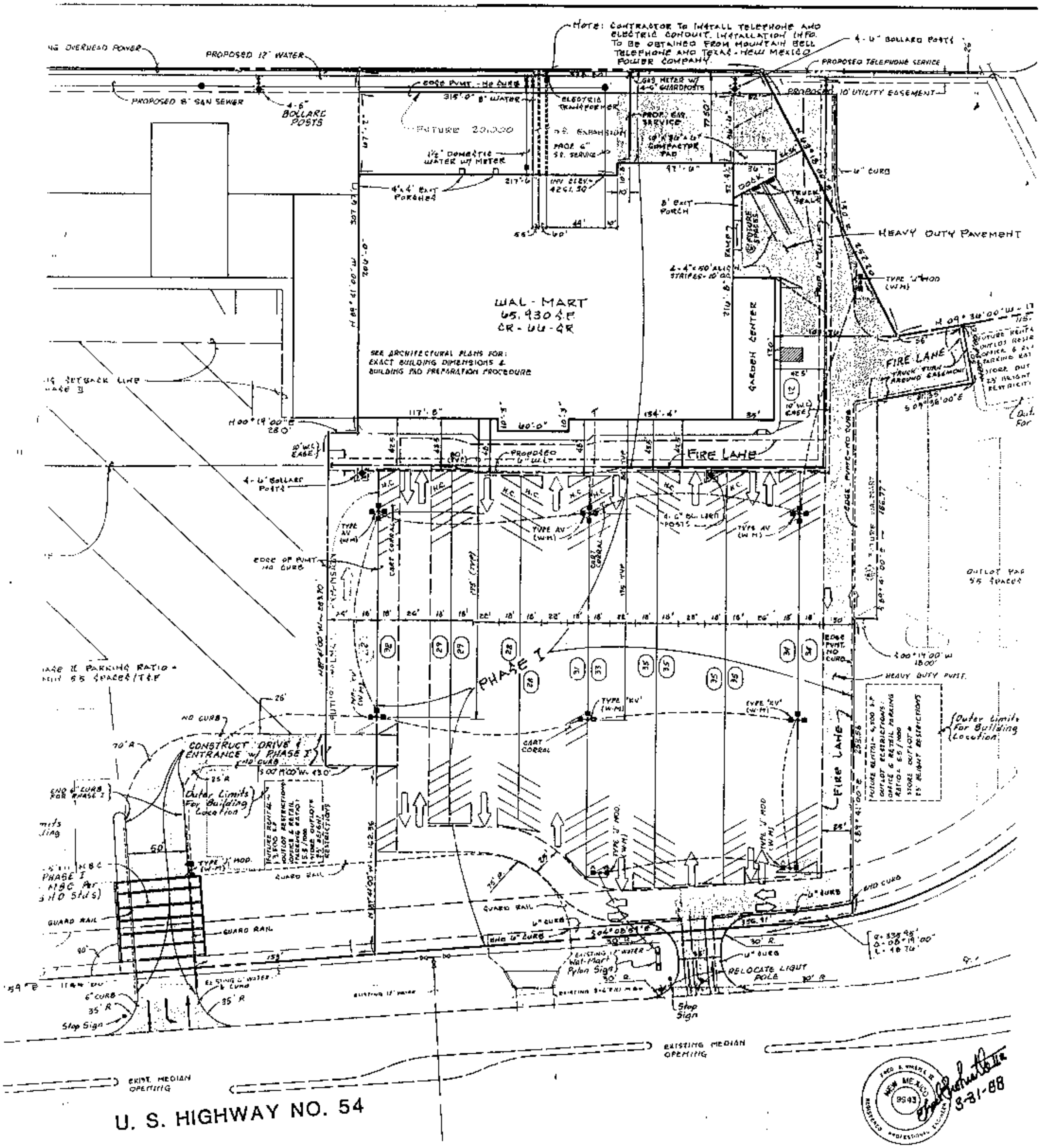
consuelo@go-absolute.net
505-730-7395

Jeremy Nelson
jeremy@go-absolute.net
505-610-1655



[illegible]

South Parcel:

A tract of land in the Northeast quarter of Section 1, Township 17 South, Range 9 East, N.M.P.M., Alamogordo, Otero County, New Mexico, described by metes and bounds as follows:

Beginning at the center quarter corner of Section 1, Township 17 South, Range 9 East, N.M.P.M. and going N 00° 19' 00" E along the North-South center quarter line of said Section 1, a distance of 784.00 feet; thence S 89° 41' 00" E a distance of 307.67 feet; thence S 00° 19' 00" W a distance of 28.00 feet; thence S 89° 41' 00" E a distance of 283.70 feet; thence N 00° 19' 00" E a distance of 43.00 feet; thence S 89° 41' 00" E a distance of 162.36 feet to the Westerly right-of-way line of U.S. Highway No. 54, New Mexico Project No. F-[illegible] ([illegible]); thence S 04° 08' 59" E along said Westerly right-of-way line a distance of 7[illegible] feet; thence S 89° 32' 04" W a distance of 815.20 feet to the place of beginning, and containing 13.[illegible] acres.

Wal-Mart Parcel:

A tract of land in the Northeast quarter of Section 1, Township 17 South, Range 9 East, N.M.P.M., Alamogordo, Otero County, New Mexico, described by metes and bounds as follows:

Starting at the [illegible] one-quarter corner of said Section 1 and going N 00° 19' 00" E along the North-South center quarter line of said Section 1 a distance of 164.00 feet to the place of beginning of the tract of land herein described; thence continuing N 00° 19' 00" E a distance of 326.00 feet; thence [illegible] 00" E a distance of 352.[illegible] feet; thence N 89° 36' 00" W a distance of 36.00 feet; thence N 89° 36' 00" E a distance of 30.00 feet; thence S 09° 36' 00" E a distance of 81.35 feet; thence S 89° 41' 00" E a distance of 186.[illegible] feet; thence S 00° 19' 00" W a distance of 56.00 feet; thence S 89° 41' 00" E a distance of 353.56 feet; thence along the arc of a curve to the right whose central angle is 00° 15' 00" and whose radius is 335.85 feet an arc distance of 48.76 feet; thence S 04° 08' 59" E a distance of 336.51 feet; thence N 89° 46' 00" W a distance of 162.36 feet; thence N 00° 19' 00" W a distance of 43.00 feet; thence N 89° 41' 00" W a distance of 283.70 feet; thence N 00° 19' 00" E a distance of 28.00 feet; thence N 89° 41' 00" W a distance of 307.67 feet to the place of beginning, and containing 7.[illegible] acres.

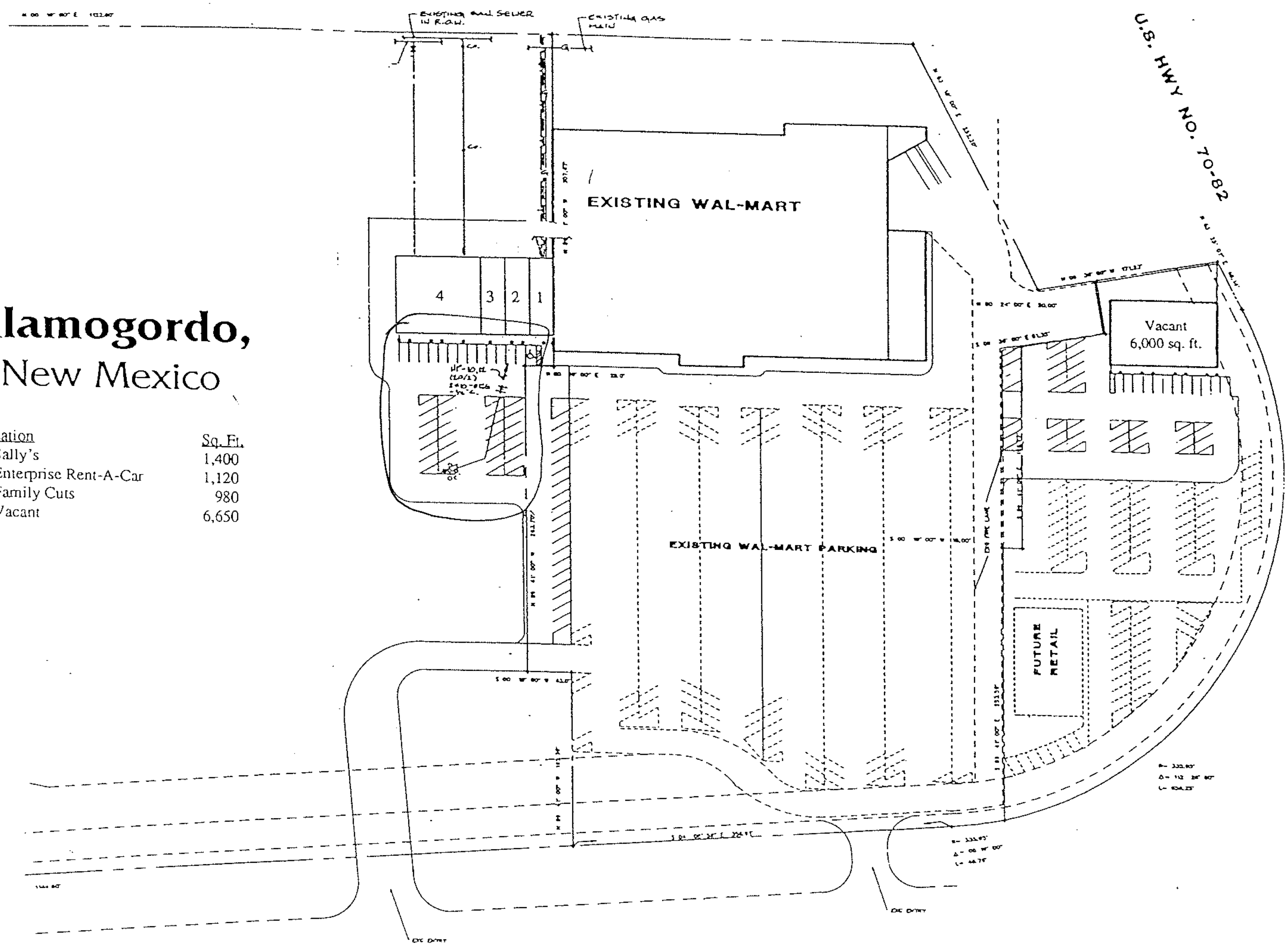
North Parcel:

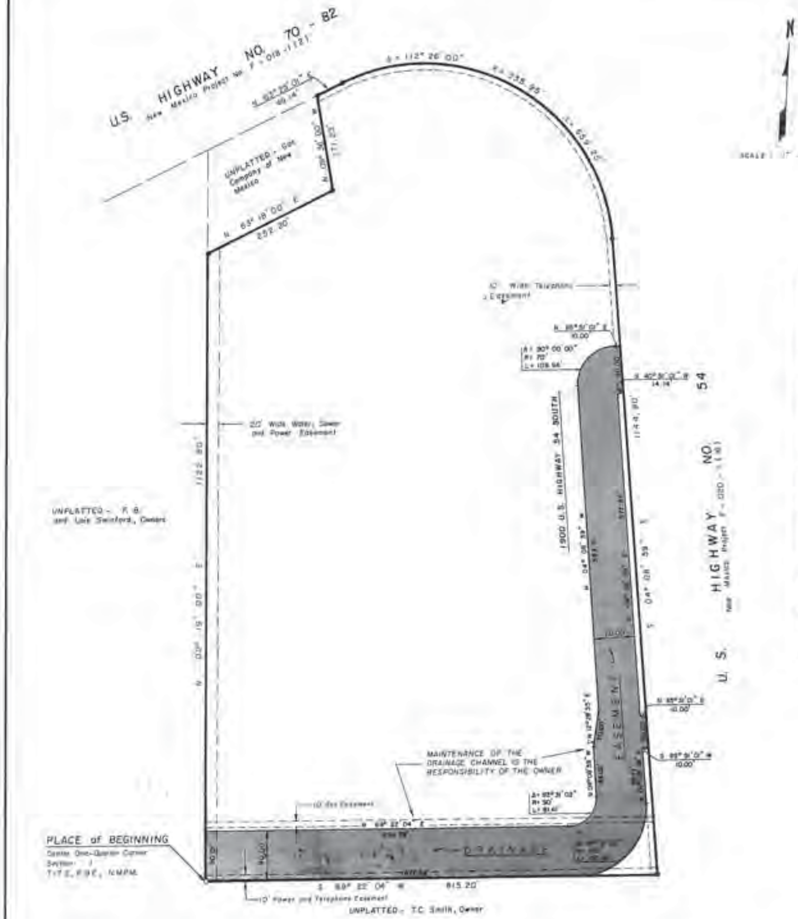
A tract of land in the Northeast quarter of Section 1, Township 17 South, Range 9 East, N.M.P.M., Alamogordo, Otero County, New Mexico, described by metes and bounds as follows:

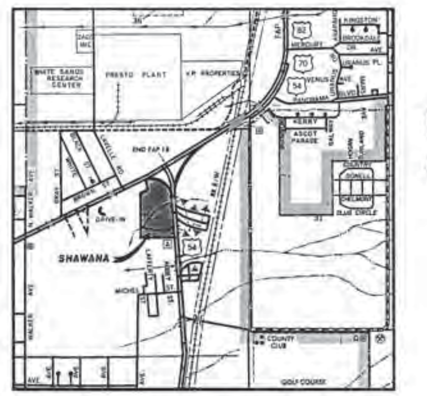
Starting at the center one-quarter corner of said Section 1 and going N 00° 19' 00" E along the North-South center quarter line of said Section 1 a distance of 1125.00 feet; thence N 89° [illegible] 00" E a distance of [illegible] feet; thence N 09° 36' 00" W a distance of 58.00 feet to the place of beginning of the tract of land herein described; thence continuing N [illegible] 00" W a distance of [illegible] feet to the South right-of-way line of U.S. Highway 70-82, New Mexico Project No. [illegible]; thence along said South right-of-way line [illegible] a distance of [illegible] feet; thence along a curve to the right having a radius of [illegible] feet and a central angle of [illegible] an arc distance of [illegible] feet; thence N 89° 41' 00" W a distance of 353.56 feet; thence S 00° 19' 00" [illegible] a distance of 56.00 feet; thence N 89° 41' 00" W a distance of 186.[illegible] feet; thence N 09° 36' 00" W a distance of 81.35 feet; thence S 80° [illegible] 00" W a distance of 30.00 feet to the place of beginning and containing 7.[illegible] acres.

Alamogordo,
New Mexico

Location	Sq. Ft.
1) Sally's	1,400
2) Enterprise Rent-A-Car	1,120
3) Family Cuts	980
4) Vacant	6,650







VICINITY MAP
NO SCALE

REPLAT A
SHAWANA
ALAMOGORDO, OTERO COUNTY, NEW MEXICO

DEDICATION

STATE OF NEW MEXICO)
} SS
COUNTY OF OTERO)

KNOW ALL MEN BY THESE PRESENTS THAT ALAMOGORDO INVESTORS, LTD., IS THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 1, T17S, R9E, N.M.P.M., ALAMOGORDO, OTERO COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 1 AND GOING N 00° 19' 00" E ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 1 A DISTANCE OF 1122.80 FEET; THENCE LEAVING SAID NORTH-SOUTH CENTER QUARTER LINE AND GOING N 63° 18' 00" E A DISTANCE OF 252.20 FEET; THENCE N 09° 36' 00" W A DISTANCE OF 171.23 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 70-82, NEW MEXICO PROJECT NO. F-018-1(2); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE N 63° 25' 01" E FOR A DISTANCE OF 49.14 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 335.95 FEET AND A CENTRAL ANGLE OF 112° 26' 00" AN ARC DISTANCE OF 659.25 FEET TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 54, NEW MEXICO PROJECT NO. F-020-1(16); THENCE S 04° 08' 59" E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1146.80 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AND GOING S 89° 22' 04" W ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 1 A DISTANCE OF 815.20 FEET TO THE PLACE OF BEGINNING AND CONTAINING 23.469 ACRES.

SAID OWNER DOES HEREBY CAUSE THE ABOVE DESCRIBED TRACT OF LAND TO BE RE-PLATTED INTO A SINGLE TRACT DESIGNATED AS "REPLAT A, SHAWANA", AS SHOWN ON THE FOREGOING PLAT, AND IN RECORDING THIS PLAT DOES CAUSE THAT CERTAIN PLAT ENTITLED "SHAWANA", WHICH WAS FILED FOR RECORD ON JUNE 23, 1987, IN THE OFFICE OF THE OTERO COUNTY CLERK, RECEPTION NO. 18014, TO BE VACATED, AND DOES HEREBY DEDICATE THE EASEMENTS TO THE USES INDICATED ON SAID PLAT.

IN WITNESS WHEREOF THE PARTNERS HAVE SET THEIR HANDS AND SEALS ON THIS 26th DAY OF August, 1988.

E. Stanley Kroenke
E. STANLEY KROENKE, PARTNER

R. Otto Maly
R. OTTO MALY, PARTNER

ACKNOWLEDGEMENT

STATE OF MISSOURI)
}
COUNTY OF BOONE)

ON THIS 26th DAY OF August, 1988, BEFORE ME PERSONALLY APPEARED E. STANLEY KROENKE AND R. OTTO MALY, PARTNERS IN THE ALAMOGORDO INVESTORS, LTD., KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND THEY ACKNOWLEDGED THAT THEY EXECUTED SAID INSTRUMENT AS THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE.

[signature], NOTARY PUBLIC MY COMMISSION EXPIRES: June 21, 1989

APPROVAL OF THE ALAMOGORDO PLANNING AND ZONING COMMISSION

STATE OF NEW MEXICO)
} SS
COUNTY OF OTERO)

THIS PLAT OF REPLAT A, SHAWANA, ALAMOGORDO, OTERO COUNTY, NEW MEXICO, WAS ON THIS 12th DAY OF July, 1988, SUBMITTED TO AND APPROVED BY THE ALAMOGORDO PLANNING AND ZONING COMMISSION.

[signature], CHAIRMAN

ACCEPTANCE OF THE ALAMOGORDO CITY COMMISSION

STATE OF NEW MEXICO)
} SS
COUNTY OF OTERO)

THIS PLAT OF REPLAT A, SHAWANA, ALAMOGORDO, OTERO COUNTY, NEW MEXICO, WAS ON THIS 26th DAY OF July, 1988, SUBMITTED TO THE CITY COMMISSION OF THE CITY OF ALAMOGORDO, NEW MEXICO, AND WAS APPROVED BY A MAJORITY OF THE MEMBERS.

G. Scott Christie, MAYOR

ATTEST: Angie J. Rahn, CITY CLERK

AFFIDAVIT

STATE OF NEW MEXICO)
} SS
COUNTY OF OTERO)

THIS SUBDIVISION DOES LIE WITHIN THE PLANNING OR PLATTING JURISDICTION OF THE CITY OF ALAMOGORDO, NEW MEXICO.

Quinton E. Daniel, SURVEYOR
QUINTON E. DANIEL

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6th DAY OF June, 1988.

Kathryn D. Daniel, NOTARY PUBLIC MY COMMISSION EXPIRES: 2/1/92

OFFICIAL SEAL

ENGINEER'S CERTIFICATE

STATE OF NEW MEXICO)
} SS
COUNTY OF OTERO)

I, QUINTON E. DANIEL, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE PLAT OF REPLAT A, SHAWANA, ALAMOGORDO, OTERO COUNTY, NEW MEXICO, WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Quinton E. Daniel
NEW MEXICO REGISTRATION NO. 1359

STATE OF NEW MEXICO)
} SS
COUNTY OF OTERO)

RECORDED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO RECORDER OF OTERO COUNTY, NEW MEXICO AT 4:30 O'CLOCK, p.M., THIS 29 DAY OF September, 1988.

Andrew C. Wyngham, COUNTY CLERK

BY: Robyn M. Silva, DEPUTY

RECEPTION NUMBER: 8777 BOOK: 38 PAGE: 67-68

Legend

- City Limit
- Zoning Conditional
- Landmark
- Parcel

Zoning Districts

Designation

- Single-Family Dwelling (R-1)
- Townhouse Dwelling (R-2)
- Two-Family Dwelling (R-3)
- Multiple-Family Dwelling (R-4)
- Manufactured Housing Subdivision (MH-1)
- Manufactured Housing Park (MH-2)
- Neighborhood Business (C-1)
- Business (C-3)
- Light Industrial (M-1)
- Industrial (M-2)

29-03-290. - Use regulations—District C-3.

(a) In District "C-3," Business District, a building or premises shall be used only for the following purposes:

1. Detached single family dwellings, two-family dwellings, multiple dwellings, row dwellings, apartment houses, boarding and lodging houses, dwelling units attached to a commercial building.
2. Amusement places or theaters.
3. Bakery employing not more than twenty-five (25) persons.
4. Bank.
5. Barber shop or beauty parlor.
6. Dyeing and cleaning works employing not more than twenty-five (25) persons.
7. Electric repair shop.
8. Filling station.
9. Florist shop.
10. Hotel.
11. Laundry employing not more than twenty-five (25) persons on the premises.
12. Lodge or fraternal organization hall or meeting place.
13. Messenger or telegraph service station.
14. Newspaper and job printing establishments employing not more than twenty-five (25) persons.
15. Offices.
16. Parking lot.
17. Plumbing shop.
18. Public garage and automobile sales room.
19. Restaurant.
20. Sales and show room.
21. Store and shop for the conduct of any retail business.
22. Jewelry shop.
23. Tailor shop.
24. Tinsmith shop.
25. Tire repair shop.

26. Tourist courts.
27. Undertaking establishment, to include the placement of columbarium within the main building.
28. Used car sales or storage lot.
29. Self-service laundry.
30. Wholesale sales office or sample room.
31. Ice delivery station.
32. Any retail business that is ordinarily conducted in the section of a town or city commonly referred to as the business district; provided, however, that such use is not noxious or offensive by reason of the emission of odors, dust, fumes, noise or vibrations, and further provided that such business is not in any way a menace to the health and safety of the adjacent and surrounding buildings and structures.
33. Accessory buildings for uses customarily incident to the above uses when located on the same lot.

(b) Light assembly. An establishment engaged in the production of products by the assembly of existing components, and excluding the use of equipment such as drop hammers, automatic screw machines, punch presses which exceed five (5) tons' capacity and excluding the use of motors exceeding twenty (20) horse power, provided all activities are conducted within an enclosed building architectural similar to the surrounding properties, which use does not utilize or produce in significant quantities as a part of the assembly process, toxic or hazardous materials, which use does not utilize or produce explosive materials in any quantity, and because of the nature of its operations and products, little or no noise, odor, vibration, glare, and/or air and water pollution is produced, and, therefore results in a minimal impact on surrounding properties.

(Code 1960, § 11-5-1; Ord. No. 980, § 7, 7-23-96; Ord. No. 981, § 3, 8-26-96; Ord. No. 1234, § 1, 3-22-05; Ord. No. 1368, 1-12-10; Ord. No. 1401, 7-26-11; Ord. No. 1406, § 1, 11-15-11)

29-03-300. - Lot areas—District C-3.

For any two-family, or multiple-family dwelling located within the business district, the same requirements as to lot area shall apply as that governing the respective two-family, and multiple-family areas.

(Code 1960, § 11-5-2; Ord. No. 1234, § 1, 3-22-05)

29-03-310. - Yards—District C-3.

The rear yard and side yard regulations for dwellings within this district are the same as in the single-family district. In the case of business buildings, the yard requirements shall not apply except:

(a) On the side of a lot adjoining a dwelling district; in which case, there shall be a side yard of not less than five (5) feet; and

(b) On any street sides of a corner lot, there shall be a setback of not less than five (5) feet in width; and

(c) On the boundary of a lot adjoining an alley, there shall be a yard setback of not less than eight (8) feet if electric lines exist on the side of the alley abutting the property. No application for variance from the requirement set forth in this subsection (c) shall be accepted or considered without written concurrence of every public utility company providing electrical service within the corporate limits of the city.

(d) If electric lines do not exist on either side of the alley abutting the property, written concurrence on the proposed plans shall be required from every public utility company providing electrical service within the corporate limits of the city prior to the issuance of any building permit by the city.

Except as otherwise specified, there are no other yard regulations for business buildings. However, no building shall be built on White Sands Boulevard within ten (10) feet of the front lot line. The city manager shall not issue a permit for the construction of any permanent structure within the ten-foot setback.

(Code 1960 § 11-5-3; Ord. No. 783, § 5, 2-13-90; Ord. No. 804, § 1, 12-11-90; Ord. No. 1234, § 1, 3-22-05)

29-03-320. - Living facilities above stores—District C-3.

In the case of the existence of living facilities above stores or other commercial uses, every lot shall provide an area of not less than one thousand (1,000) square feet per family.

(Code 1960, § 11-5-4; Ord. No. 1234, § 1, 3-22-05)

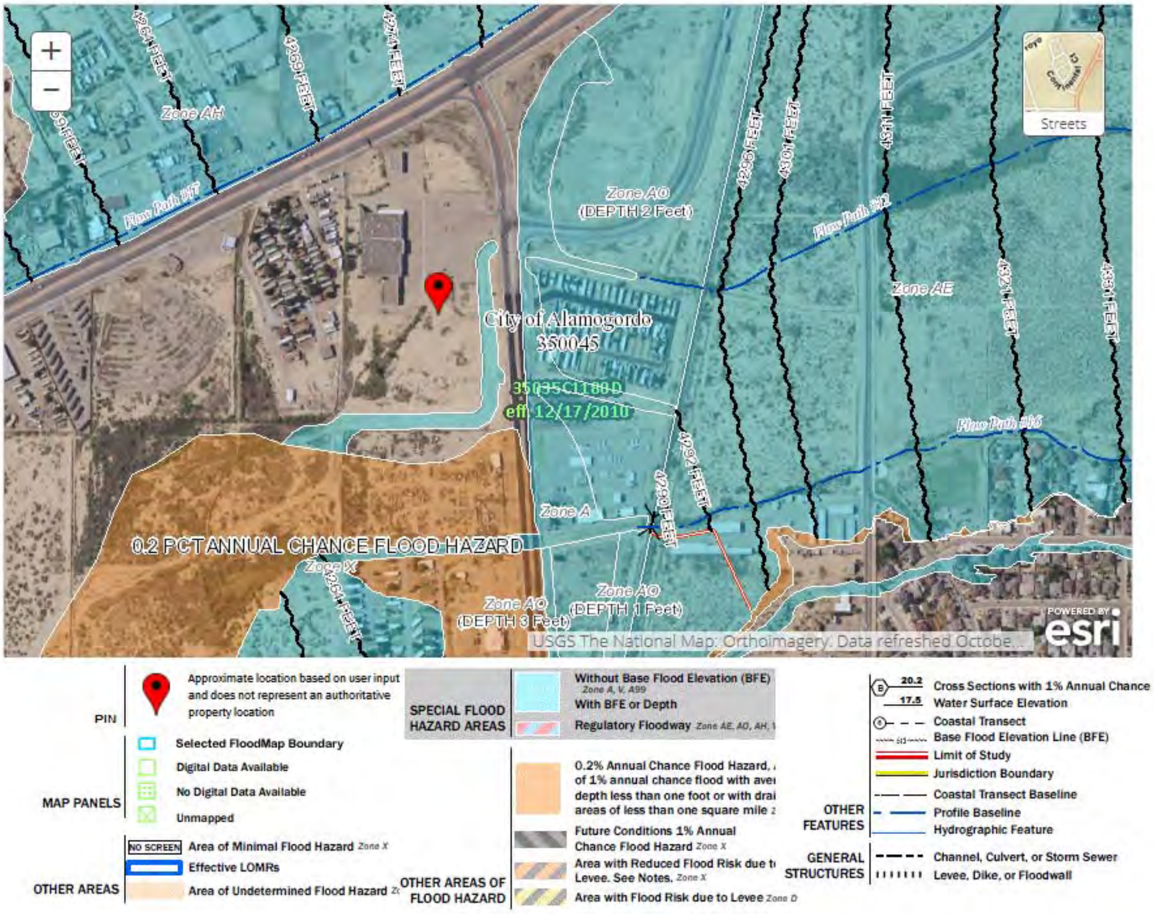
29-03-330. - Off-street parking—District C-3.

(a) Off-street parking for automobiles shall be provided within a distance of five hundred (500) feet for all business buildings erected in the business district, in a proportion of not less than three (3) square feet for each square foot of area inside any such business building. Plans showing the proposed off-street parking shall be submitted to the building inspector, together with the application for the building permit; and no building permit shall be issued by the building inspector until such plans for off-street parking have been submitted and approved by the building inspector.

(b) Where property has been zoned Class "C-3" and improved before the effective date of Ordinance No. 661, adopted September 13, 1983, then that property is exempt from the off-street parking provisions of this section so long as the existing improvements remain on the premises and there is no addition to, or expansion of, such improvements so as to occupy a greater portion of the premises. In all other cases, parking must be provided as set forth in subsection (a) of this section.

(c) For motels and hotels there shall be a minimum of one off-street parking space of at least nine (9) feet by twenty (20) feet for each guest room or apartment, plus one (1) for each one and one-fourth (1¼) employees. Areas devoted to accessory uses (including but not limited to restaurants, lounges, and meeting rooms) shall comply with the requirements of subsection (a). Parking spaces shall not be directly accessible from a public right-of-way, nor require backing across a sidewalk for egress.

(Code 1960, § 11-5-5; Ord. No. 518, 10-22-74; Ord. No. 661, 9-13-83; Ord. No. 717, 1-13-87; Ord. No. 1234, § 1, 3-22-05)



Zone AH
Flow Path #7
Zone AO
(DEPTH 2 Feet)
Flow Path #2
Zone AE
City of Alamogordo
350045
35035C1180D
eff. 12/17/2010
Flow Path #6
Zone A
0.2 PCT ANNUAL CHANCE FLOOD HAZARD
Zone X
Zone AO
(DEPTH 3 Feet)
Zone AO
(DEPTH 1 Feet)
Streets
USGS The National Map: Orthoimagery. Data refreshed Octobe...
POWERED BY esri
PIN
Approximate location based on user input and does not represent an authoritative property location
MAP PANELS
Selected FloodMap Boundary
Digital Data Available
No Digital Data Available
Unmapped
OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth
Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D
Cross Sections with 1% Annual Chance Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
OTHER FEATURES
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

➢ Exhibit F ➣
Purchase Agreement

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into by and between MARK MEDLIN, a resident of the State of CA (hereinafter referred to as "Purchaser") and TKG ALAMOGORDO CENTER, L.L.C., a New Mexico limited liability company (hereinafter referred to as "Seller").

WITNESSETH:

A. Seller is the owner in fee simple of a certain parcel of real property containing approximately 18 acres located in Otero County, New Mexico at 1900 US-54, Alamogordo, New Mexico 88310, said real property being more particularly depicted on Exhibit A, which is attached hereto, and by this reference, incorporated herein, together with all improvements and appurtenances thereon or appertaining thereto (the "Property").

WHEREAS, Purchaser and Seller are desirous of entering into this Agreement to provide for the sale of the Property by Seller to Purchaser upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. PURCHASE AND SALE. At the price and upon the terms, conditions and provisions herein contained, Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, the Property.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property shall be Two Million Five Hundred Thousand Dollars ($2,500,000.00).

3. PAYMENT OF PURCHASE PRICE. The Purchase Price shall be payable to Seller at the time and in the manner hereinafter set forth:

(a) Purchaser shall deposit the sum of Fifty Thousand Dollars ($50,000.00) earnest money (the "Initial Earnest Money") with ______________________________ (hereinafter referred to as the "Title Company"). Within five (5) business days after the Effective Date (as defined in Section 12) Purchaser shall deliver to Seller a receipt from the Title Company indicating that the Earnest Money has been received by the Title Company. Purchaser shall also deliver a copy of this Agreement to the Title Company, which Agreement shall constitute the escrow instructions to the Title Company. The cost of said escrow shall be borne equally by Purchaser and Seller. The Title Company shall deposit the Earnest Money in an interest-bearing account in order to earn the highest interest then available. The interest earned thereon shall be added to and become a part of the Earnest Money. The Earnest Money and interest earned thereon shall be applied to the Purchase Price at Closing.

(b) The balance of the Purchase Price, as adjusted pursuant to the terms of this Agreement, shall be paid to Seller at Closing (as that term is hereinafter defined in Section 4 below) by cash, wire transfer or cashier's check.

(d) Real estate taxes and assessments shall be prorated as of the Closing Date (as hereinafter defined). Real estate taxes shall be prorated on the basis of the then most current published assessed valuation, tax rate and equalization factor (which may be provided on the most recently available tax bill, if such bill contains the most current rates) for the Property.

(e) The Closing shall take place on the Closing Date with the Title Company pursuant to separate written instructions of Seller and Purchaser. Seller shall pay one-half of the escrow fee charged by the Title Company; all costs of obtaining the basic owner's title insurance coverage for the Property; and all other closing costs and expenses customarily charged to sellers of real property in the local area. Purchaser shall pay all costs of obtaining the survey; the cost of any endorsements or extended title coverage desired by Purchaser or Purchaser's lender; all state and county and local transfer taxes; all state and county deed stamps; all recording fees; one-half of all escrow fees; and other costs and expenses not being paid by Seller which are normally charged to purchasers of real property in the local area.

4. <u>CLOSING AND CONVEYANCE OF TITLE.</u>

(a) The closing ("Closing" or "Closing Date") of the purchase of the Property shall be held thirty (30) days following the expiration of the Due Diligence Period (as hereinafter defined).

(b) Seller shall deliver to the Title Company, on or before the Closing Date, the following closing documents:

(i) a recordable special warranty deed conveying to Purchaser marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to real estate taxes and assessments, if any, for the current year which are a lien on the Property, but are not yet due and payable, and easements and restrictions of record disclosed by the Title Commitment, as defined in Section 5(b), which are not objected to as "Title Objections" pursuant to Section 5(b) below;

(ii) an Affidavit of Title covering the Property, in customary form;

(iii) a settlement statement executed by Seller;

(iv) state and county real estate transfer tax declarations prepared and executed by Seller;

(v) an affidavit from Seller stating (a) its taxpayer identification number, and (b) it is not a "foreign person" within the meaning of Section 1445 et seq. of the Internal Revenue Code of 1986 as amended;

(vi) such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the Title Company to fully effect and consummate the transaction contemplated hereby.

(c) Purchaser shall deliver to the Title Company, on or before the Closing Date, the following closing documents:

(i) the Purchase Price;

(ii) a settlement statement executed by Purchaser;

(iii) state and county real estate transfer tax declarations prepared and executed by Purchaser, if applicable;

(iv) such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the Title Company to fully effect and consummate the transaction contemplated hereby.

(d) Possession of the Property shall be delivered to Purchaser at Closing, free of all leases, tenancies, licensees and occupants.

5. CONTINGENCIES. Purchaser's obligation to close shall be contingent upon the satisfaction or waiver by Purchaser of the following:

(a) Due Diligence Period. Purchaser may during the period commencing upon the Effective Date of this Agreement and ending at 5:00 p.m. New Mexico time on the date which is ninety (90) days thereafter ("Due Diligence Period") conduct a complete inspection of the Property and conduct any appraisals, investigations, engineering, hazardous waste, title, survey and feasibility studies and analysis of the availability of all governmental approvals necessary for the Property, as Purchaser deems necessary or advisable in connection with the purchase of the Property. If Purchaser determines in its sole discretion before the expiration of the Due Diligence Period that the Property is unacceptable for Purchaser's purposes for any reason, Purchaser shall have the right to terminate this Agreement by giving to Seller written notice of termination before the expiration of the Due Diligence Period, and neither party shall have any further rights or liabilities hereunder except for those provisions which survive the termination of this Agreement. If Purchaser elects to exercise its right to terminate this Agreement prior to the expiration of the Due Diligence Period, the Earnest Money shall be returned to Purchaser. If Purchaser fails to terminate this Agreement prior to the expiration of the Due Diligence Period, then the Earnest Money shall be non-refundable, except in the event of a Seller default.

(b) Title/Survey. Within forty-five (45) days of the Effective Date, Purchaser shall obtain (i) a title insurance commitment ("Title Commitment") from Title Company setting forth the condition of title to the Property, and (ii) a current ALTA survey of the Property certified to the Purchaser, Purchaser's lender and the Title Company (the "Survey"). In the event the Title Commitment and/or Survey discloses that there are reservations, easements, restrictions, encroachments, conditions, rights of way or other matters or exceptions (collectively referred to as "Title Objections") which would in Purchaser's sole discretion, interfere with Purchaser's intended development on the Property, Purchaser shall have the right to notify Seller of such Title Objections in writing not later than seven (7) days after its receipt of the last of the Title Commitment or Survey ("Title Inspection Period"). Upon notifying Seller of any such Title Objections, Seller shall have seven (7) days thereafter in which to elect to cure or remove such Title Objections. If Seller does not elect to cure or remove any such Title Objections within said seven (7) day period, Purchaser shall have the option to terminate and cancel this Agreement by giving notice thereof to Seller within seven (7) days after the expiration of said seven (7) day election to cure period, and upon doing so, the Earnest Money shall be returned to Purchaser. If Purchaser does not give notice of Title Objections by the expiration of the Title Inspection Period, or if Purchaser has given notice of Title Objections and Seller does not elect to cure or remove same within seven (7) days thereafter, and Purchaser fails to give such notice of termination within seven (7) days after the expiration of said seven (7) day election to cure period, then, in either event, the right of Purchaser to cancel this Agreement pursuant to this Section 5(b) shall expire, and Purchaser shall have no further right to terminate and cancel the Agreement pursuant to this Section 5(b).

(c) Due Diligence Documents. Seller shall, within twenty (20) business days of the Effective Date, provide Purchaser with a copy of all existing surveys, plats, development plans, environmental reports, soils reports, engineering reports, mechanical, structural, architectural or construction documents, leases, covenants, conditions and restrictions, and any other documents affecting the Property and in Seller's possession and/or control.

(d) Consideration. Seller and Purchaser mutually agree that the expenditure of considerable time, resources and expenses in connection with Purchaser's attempts to satisfy the conditions and contingencies contained in this Agreement ("Conditions") provides good and valuable consideration for Seller agreeing to enter into this Agreement. Accordingly, Seller and Purchaser each hereby waive their right to contest or challenge the enforceability of this Agreement where such contest or challenge is predicated upon the broad discretion afforded Purchaser in determining whether the Conditions have been satisfied.

6. ENTRY RIGHTS. At any time after the Effective Date, Purchaser and its agents, employees, contractors and representatives shall have the right, privilege and license of entering upon the Property for the purpose of making soil test borings, utility studies, surveys, asbestos and hazardous waste studies, feasibility studies, engineering studies and any other studies and investigations as Purchaser deems necessary or desirable in connection with its investigation of the Property. Prior to commencing any such testing or studies of the Property, Purchaser shall procure and maintain general public liability insurance containing limits of not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and property damage and shall deliver to Seller a certificate of insurance naming Seller as an additional insured under said policy. Purchaser agrees to restore any damage done to the Property by Purchaser or anyone acting in Purchaser's behalf in making such inspections. Purchaser agrees to indemnify and hold Seller harmless from and against all loss, cost, liability, and expense suffered by Seller as a result of the foregoing studies or the exercise of entry rights by Purchaser, its agents, employees or independent contractors, which indemnity shall survive termination of this Agreement.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser as follows as of the date hereof and as of the Closing Date:

(a) Seller is a duly formed and validly existing limited liability company in good standing under the laws of the State of Missouri; Seller has been duly authorized to execute this Agreement and to consummate the transaction contemplated hereby; the persons executing this Agreement and all of the documents required to consummate the transaction contemplated hereby have been duly authorized to execute such documents and to bind Seller.

(b) Seller is the owner in indefeasible fee simple of the Property, subject to reservations, restrictions, easements and rights of way of record.

(c) Seller is not a "foreign person" within the meaning of Section 1445(F)(3) of the Internal Revenue Code of 1986, as amended (the **"Code"**), and Seller shall on the Closing Date provide Purchaser with all instruments and documents required by Section 1445 of the Code to comply therewith.

Except as otherwise expressly set forth herein, neither Seller nor any agent, representative, or employee of Seller has heretofore or is now making any representations or warranties of any kind whatsoever related to the physical, environmental or title condition of the Property. Purchaser is purchasing the Property "AS IS" and "WITH ALL FAULTS," including without limitation the stability of the soils, suitability for any construction or development, encroachment or boundary questions, drainage, zoning, availability of utilities, access, and similar matters.

Purchaser is conducting its own inspections and due diligence with respect to all physical, environmental and other aspects of the Property. This Paragraph shall survive the Closing of the transaction hereunder.

8. NOTICES. All notices and requests permitted or required to be given hereunder shall be in writing and shall be deemed effective (a) on the date delivered, if hand delivered, (b) on the date mailed by registered or certified U.S. Mail, return receipt requested, with adequate postage affixed, if mailed by registered or certified mail, or (c) on the date when sent, charges pre-paid, if delivered by reputable commercial overnight delivery service or U.S. Express Mail as evidenced by service receipt or by Express Mail postmark. All notices shall be addressed to the addressee stated hereinbelow or at such other address as either party shall designate in writing in the manner hereinabove set forth.

Address of Seller:

TKG Alamogordo Center, L.L.C.
c/o The Kroenke Group
211 N. Stadium Blvd, Suite 201
Columbia, Missouri 65203
Attention: Manager

Address of Purchaser:

Mark Medlin

9. BINDING UPON SUCCESSORS AND ASSIGNS. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

10. SURVIVAL OF OBLIGATIONS. Each of the covenants, warranties, representations, agreements and indemnities contained in this Agreement shall be made as of the date of execution hereof and shall be deemed renewed upon and survive the date of Closing.

11. EMINENT DOMAIN. If, during the term of this Agreement, any portion of the Property shall be taken by eminent domain, or is the subject of eminent domain proceedings threatened or commenced, Seller shall promptly notify Purchaser thereof, and immediately provide Purchaser with copies of any written communication from any condemning authority. If any of said events occur then, in that event, Purchaser shall have the right to rescind the Agreement, in which event, this Agreement shall become null and void and the Earnest Money payment made shall be immediately returned to Purchaser. If any of said events occur and Purchaser still desires to Close, (a) if the transfer to the condemning authority takes place prior to Closing hereunder, the remainder of the Property shall be conveyed to Purchaser at Closing; (b) if the transfer to the condemning authority has not taken place prior to Closing, the entire Property shall be conveyed to Purchaser at Closing hereunder; (c) if Seller has received payment for such condemnation or taking prior to the Closing hereunder, the amount of such payment shall be a credit against the Purchase Price payable by Purchaser hereunder; and (d) if Seller has not received such payment at the time of Closing, Seller shall assign to Purchaser all claims and rights on account of or arising out of such taking.

12. MISCELLANEOUS AND STATE LAW. Whenever it is provided in this Agreement that days shall be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs. If the day for performance of any action hereunder falls on a Saturday, Sunday, or legal holiday, then the time for performance shall be deemed extended to the next succeeding business day. The term "Effective Date" as used in this Agreement, shall mean the date of execution by the last of the parties hereto to execute this Agreement. This Agreement shall be construed under the laws of the State of New Mexico.

13. BROKER'S COMMISSION. Seller represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction other than Absolute Investment Realty ("Broker") and that no broker, agent or other person other than Broker brought about this transaction. Seller agrees to indemnify and hold Purchaser harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Seller with respect to this transaction. Purchaser represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction other than Broker and that no broker, agent or other person other than Broker brought about this transaction. Purchaser agrees to indemnify and hold Seller harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Purchaser with respect to this transaction. A commission shall be payable by Seller to Broker at the Closing pursuant to the listing agreement between Seller and Broker.

14. PURCHASER'S DEFAULT. If all contingencies are satisfied and the sale and purchase of the Property as contemplated by this Agreement is not consummated because of Purchaser's default, then Seller shall retain the Earnest Money, and interest earned thereon as full liquidated damages for such default of Purchaser. **THE PARTIES HERETO EXPRESSLY ACKNOWLEDGE THAT IT IS IMPOSSIBLE MORE PRECISELY TO ESTIMATE THE DAMAGE TO BE SUFFERED BY SELLER UPON PURCHASER'S DEFAULT, AND THAT RETENTION OF THE EARNEST MONEY AND INTEREST EARNED THEREON IS INTENDED NOT AS A PENALTY, BUT AS FULL LIQUIDATED DAMAGES.** The Seller's right to retain the Earnest Money and interest earned thereon as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to and hereby covenants that it shall not sue the Purchaser (a) for specific performance of this Agreement or (b) to prove that Seller's actual damages exceed the Earnest Money and interest earned thereon which is hereby provided Seller as full liquidated damages. In the event the purchase and sale contemplated in this Agreement is not consummated because of Purchaser's default, Purchaser hereby waives and releases any right and hereby covenants that it shall not sue Seller to recover the Earnest Money and interest earned thereon or any part thereof on the grounds that it is unreasonable in amount or that its retention by Seller is a penalty and not agreed upon and reasonable liquidated damages.

15. SELLER'S DEFAULT. If the sale and purchase of the Property as contemplated by this Agreement is not consummated in accordance with the terms and conditions of this Agreement because of Seller's default, the Purchaser may, at Purchaser's option: (a) terminate this Agreement by giving written notice of such termination to Seller, whereupon the Earnest

Money and interest on all of the Earnest Money shall be returned to Purchaser, and all rights, duties and obligations of all the parties hereunder shall expire and this Agreement shall in all respects become null and void, or (b) seek and obtain specific performance of this Agreement.

16. ASSIGNMENT OF AGREEMENT. This Agreement shall be capable of being assigned by Purchaser, but such assignment shall not release Purchaser of any of its obligations hereunder. Purchaser shall give Seller written notice of any such assignment. In addition, Purchaser may direct Seller to deed the Property to an entity other than Purchaser.

17. MODIFICATIONS. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any such waiver, amendment, modification, change or discharge is sought.

18. WAIVER. Either party shall have the right to waive any condition or contingency in this Agreement for the benefit of the party granting such waiver. Any such waiver shall be in writing and shall be signed by the party waiving such condition or contingency.

19. RISK OF LOSS. The risk of loss or damage to the Property until the Closing shall be borne by Seller.

20. TIME IS OF ESSENCE. Time is of the essence in this Agreement.

21. ENTIRE AGREEMENT. This Agreement, together with the Exhibits hereto, represents the entire agreement and understanding of the parties hereto with reference to the transactions set forth herein, and no representations, warranties or covenants have been made in connection with this Agreement other than those expressly set forth herein, in the Exhibits, certificates, agreements and other documents delivered in accordance herewith. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement and all prior drafts of this Agreement, all of which are merged into this Agreement. The Exhibits attached hereto are a part of this Agreement as if fully set forth herein.

22. LIKE-KIND SECTION 1031 EXCHANGE. Seller and Buyer shall each have the right to assign, in whole or in part, its rights hereunder to a "qualified intermediary" in connection with a "like-kind exchange", as those terms are used pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and agree to cooperate with the other party to the extent such transaction does not result in additional expense to the cooperating party or delay the Closing, including execution of documents reasonably satisfactory to the executing party, and further provided that the form of such requested documents are provided to the executing party no less than five (5) days prior to the Closing. In the event the cooperating party determines that the like-kind exchange transaction will cause it to incur additional expense or delay the Closing, such party agrees to allow the other party, at the latter's option, to (i) reimburse or compensate the cooperating party for any such additional expense and/or delay, or (ii) terminate the like-kind exchange transaction and pay all expenses of either party related thereto. Notwithstanding anything in this Agreement to the contrary, any such assignment pursuant to this Section 22 shall

not relieve the assigning party of or be deemed to modify in any way any of the assigning party's obligations, representations, warranties, or covenants in this Agreement.

23. ACCEPTANCE. This Agreement is presented to Seller for acceptance in duplicate originals, both executed by Purchaser, and shall be of no force or effect unless, prior to Purchaser delivering to Seller notice that it is withdrawing this offer, Purchaser has received two copies duly executed by Seller evidencing Seller's acceptance hereof. If Purchaser does not receive such duly-executed copies within that time, this Agreement shall be of no force or effect.

IN WITNESS WHEREOF, Purchaser has executed this Agreement as of the 5 day of November, 2018.

PURCHASER:

Mark Medlin

This Agreement is agreed to and accepted by Seller this _____ day of _________________, 2018.

SELLER:

TKG ALAMOGORDO CENTER, L.L.C.

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT A

DEPICTION OF PROPERTY

(See Attached)

⮚ Exhibit G ⮘
Vacant Site Sales

PROPERTY ID #13826

VACANT SITE SALE

IDENTIFICATION

LOCATION	North Scenic Drive just e/o White Sands Blvd
CITY, STATE	Alamogordo, New Mexico
ZONE ATLAS PAGE	
DATE OF SALE	8/17/2017
SALE PRICE	$139,500
PRICE PER UNIT COMPARISON	$2.83 SF $123,451 AC
MARKETING TIME	Sold before list
ORIGINAL LIST PRICE	$139,500

UNITS OF COMPARISON

SQUARE FEET	49,223 SF
ACRES	1.1300 AC

PROPERTY DATA

ZONING	C-3
SITE POSITION	Interior
SHAPE	Slightly irregular
TOPOGRAPHY	Near Level
UTILITIES	☑ G ☑ E ☑ W/S ☑ T ☐ Septic ☐ Well
PROPOSED / END USE	Dollar General

FINANCING DATA

CASH EQUIVALENT PRICE (CE)	$139,500
CE PRICE/UNIT OF COMPARISO	$2.83 SF $123,451 AC
TERMS OF SALE	Cash

DOCUMENTATION/CONFIRMATION

GRANTOR	Worthan, James and Patricia
GRANTEE	Alamogordo (Scenic) DNMP LLC
DOCUMENT NUMBER	WD 2017-06472
LEGAL DESCRIPTION	Lot 47B, Cottonwood West Subdivision, Replat C, Otero County
PLAT BOOK AND PAGE	N/A
UNIFORM PROPERTY TAX CODE	01N4055091058794
AGENT, COMPANY, PHONE	Tommie Herrell, Future Real Estate,
CONFIRMED BY	MLS 156182
CONFIRMED TO	IV, American Property
DATE CONFIRMED	5/11/2018
COMMENTS	Published in Las Cruces MLS, sold before list, now improved with a Dollar General. Two lots east of White Sands Drive.

PROPERTY ID #13013

VACANT SITE SALE

IDENTIFICATION		
LOCATION	810 S. White Sands Blvd.	
CITY, STATE	Alamogordo, New Mexico	
ZONE ATLAS PAGE		
DATE OF SALE	12/16/2015	
SALE PRICE	$112,000	
PRICE PER UNIT COMPARISON	$1.96 SF	$85,431 AC
MARKETING TIME	N/A	
ORIGINAL LIST PRICE	N/A	
UNITS OF COMPARISON		
SQUARE FEET	57,107 SF	
ACRES	1.3110 AC	
PROPERTY DATA		
ZONING	C-3	
SITE POSITION		
SHAPE		
TOPOGRAPHY		
UTILITIES	☐ G ☐ E ☐ W/S ☐ T ☐ Septic ☐ Well	
PROPOSED / END USE		
FINANCING DATA		
CASH EQUIVALENT PRICE (CE)	$112,000	
CE PRICE/UNIT OF COMPARISO	$1.96 SF	$85,431 AC
TERMS OF SALE		
DOCUMENTATION/CONFIRMATION		
GRANTOR	Donald Huband Trust	
GRANTEE	Anvil Development LLC	
DOCUMENT NUMBER		
LEGAL DESCRIPTION		
PLAT BOOK AND PAGE	N/A	
UNIFORM PROPERTY TAX CODE	N/A	
AGENT, COMPANY, PHONE	Terrie Hertweck, Colliers International, (505)880-7022	
CONFIRMED BY	Colliers Database	
CONFIRMED TO	Kelly LeMon, American Property	
DATE CONFIRMED		
COMMENTS		

PROPERTY ID #12644
VACANT SITE SALE

IDENTIFICATION

LOCATION	US Highway 82
CITY, STATE	Alamogordo, New Mexico
ZONE ATLAS PAGE	
DATE OF SALE	4/30/2014
SALE PRICE	$85,000
PRICE PER UNIT COMPARISON	$0.65 SF $28,333 AC
MARKETING TIME	N/A
ORIGINAL LIST PRICE	N/A

UNITS OF COMPARISON

SQUARE FEET	130,680 SF
ACRES	3.0000 AC

PROPERTY DATA

ZONING	
SITE POSITION	Interior
SHAPE	Slightly irregular
TOPOGRAPHY	
UTILITIES	☐ G ☑ E ☐ W/S ☑ T ☑ Septic ☑ Well
PROPOSED / END USE	

FINANCING DATA

CASH EQUIVALENT PRICE (CE)	$85,000
CE PRICE/UNIT OF COMPARISO	$0.65 SF $28,333 AC
TERMS OF SALE	

DOCUMENTATION/CONFIRMATION

GRANTOR	Barbara Gibson
GRANTEE	Stone Crafters
DOCUMENT NUMBER	WD 2014-03067
LEGAL DESCRIPTION	Lot 1, Gibson Acres
PLAT BOOK AND PAGE	N/A
UNIFORM PROPERTY TAX CODE	N/A
CONFIRMED BY	G. Estrada
CONFIRMED TO	Linda Powers, American Property
DATE CONFIRMED	
COMMENTS	

PROPERTY ID #12621

VACANT SITE SALE

IDENTIFICATION	
LOCATION	n/s US Hwy 82 e/o Hwy 54/70
CITY, STATE	Alamogordo, New Mexico
ZONE ATLAS PAGE	
DATE OF SALE	3/14/2014
SALE PRICE	$95,000
PRICE PER UNIT COMPARISON	$0.28 SF $12,108 AC
MARKETING TIME	N/A
ORIGINAL LIST PRICE	$110,500
UNITS OF COMPARISON	
SQUARE FEET	341,772 SF
ACRES	7.8460 AC
PROPERTY DATA	
ZONING	
SITE POSITION	Interior
SHAPE	
TOPOGRAPHY	
UTILITIES	☐ G ☑ E ☑ W/S ☐ T ☑ Septic ☐ Well
PROPOSED / END USE	
FINANCING DATA	
CASH EQUIVALENT PRICE (CE)	$95,000
CE PRICE/UNIT OF COMPARISO	$0.28 SF $12,108 AC
TERMS OF SALE	Cash
DOCUMENTATION/CONFIRMATION	
GRANTOR	Linda Bearden
GRANTEE	Noe & Joyce Amaya
DOCUMENT NUMBER	2014-01746
LEGAL DESCRIPTION	Patterson LOT 1
PLAT BOOK AND PAGE	Book 2014, Page
UNIFORM PROPERTY TAX CODE	01O4055091039375
CONFIRMED BY	Affidavit
CONFIRMED TO	, American Property
DATE CONFIRMED	
COMMENTS	# 147035 Film # 14-0171 see also Film# 14-0325

1806 Charlie T Lee Mem Relief RT Bypass Hwy 54/70 S, Ala...

$1,600,000 For Sale

Type: **COMMERCIAL** Lot Size: **15 Acres**

Property Details for 1806 Charlie T Lee Mem Relief RT Bypass...

Courtesy Of Alamogordo Realty, LLC

Property Overview

A LARGE TRACT OF LAND WITH LOTS OF POTENTIAL! LOCATED ON THE EL PASO SIDE OF HWY 54 & 70 INTERSECTION AT THE RELIEF ROUTE EXIT. 15 ACRES OF LAND GIVES PLENTY OF ROOM FOR ANY COMMERCIAL PROJECT. LARGE BOX RETAIL, TRAVEL CENTER, HOTELS, RESTAURANTS, MULTI-FAMILY, RV PARK. OWNER IS OPEN TO IDEAS AND DISCUSSIONS FOR DEVELOPMENT.

Features

- Architecture Style: **Other**
- Lot Size: **653400**
- MLSID: **157717**
- Roof Type: **Unknown**

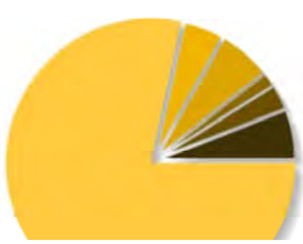
Demographic Data for Alamogordo, NM 88310

ASK A QUESTION

HOUSEHOLD INCOME	MEDIAN AGE	OWNER OCCUPIED DWELLINGS	VACANT DWELLINGS	HOUSEHOLDS WITH CHILDREN
$55K	39	10,030	1,696	3,856

ETHNIC BACKGROUND

- WHITE 78%
- AFRICAN AMERICAN 5%
- AMERICAN INDIAN 6%
- NATIVE ISLANDER 0%
- ASIAN 2%
- MULTIPLE TYPES 3%
- OTHER 6%



POPULATION

36,557

Population per Square Mile

85.6

Population Change Since 2000


-10%

16 acres Charlie T Lee Mem Relief RT +/-16 acs Bypass and...

$1,650,000 For Sale

Type: **COMMERCIAL** Lot Size: **16.85 Acres**







Property Details for 16 acres Charlie T Lee Mem Relief RT +/-1...

Courtesy Of Future Real Estate

Property Overview

This is the most desirable commercial property in Alamogordo...it's at the intersection of US Highway 54/70 and 10th Street. US 54 is a key interstate truck route connecting Mexico to the Chicago area, and US 70 is a major east-west route connecting Arizona with the East Coast. The combined routes also serve the mountain resort of Ruidoso, New Mexico. There is a traffic light at the intersection. The 16-acre property is within the city limits, zoned M-2 Industrial, and contains 80 platted lots.appr $2.15 SF

Features

- Architecture Style: **Other**
- Lot Size: **733986**
- MLSID: **157683**
- Roof Type: **Unknown**

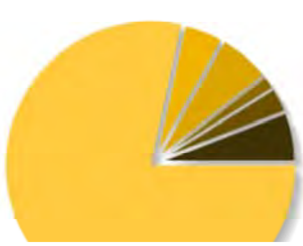
Demographic Data for Alamogordo, NM 88310

ASK A QUESTION

HOUSEHOLD INCOME	MEDIAN AGE	OWNER OCCUPIED DWELLINGS	VACANT DWELLINGS	HOUSEHOLDS WITH CHILDREN
$55K	39	10,030	1,696	3,856

ETHNIC BACKGROUND

- WHITE 78%
- AFRICAN AMERICAN 5%
- AMERICAN INDIAN 6%
- NATIVE ISLANDER 0%
- ASIAN 2%
- MULTIPLE TYPES 3%
- OTHER 6%



POPULATION

36,557

Population per Square Mile

85.6

Population Change Since 2000

-10%

onboard INFORMATICS

3650 White Sands BLVD, Alamogordo, NM 88310

$599,500 For Sale

Type: **COMMERCIAL** Lot Size: **7.99 Acres**







Property Details for 3650 White Sands BLVD, Alamogordo, NM…

Courtesy Of Coldwell Banker Sudderth Nelson Inc

Property Overview

An approximate 8 acre Commercial/Industrial Tract. LOCATION LOCATION LOCATION Nestled by strong franchise businesses, opportunity on the BUSIEST ROAD IN ALAMOGORDO !!!

Features

- Architecture Style: **Other**
- Lot Size: **348044.4**
- MLSID: **158319**
- Roof Type: **Unknown**

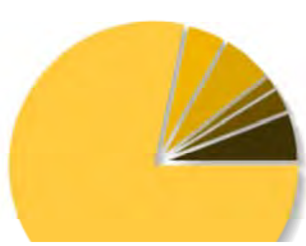
Demographic Data for Alamogordo, NM 88310

ASK A QUESTION

HOUSEHOLD INCOME	MEDIAN AGE	OWNER OCCUPIED DWELLINGS	VACANT DWELLINGS	HOUSEHOLDS WITH CHILDREN
$55K	39	10,030	1,696	3,856

ETHNIC BACKGROUND

- WHITE 78%
- AFRICAN AMERICAN 5%
- AMERICAN INDIAN 6%
- NATIVE ISLANDER 0%
- ASIAN 2%
- MULTIPLE TYPES 3%
- OTHER 6%



POPULATION

36,557

Population per Square Mile

85.6

Population Change Since 2000

onboard INFORMATICS

➢ Exhibit H ➣
Improved Sales

Improved Sale

Property Name: **Former Albertson's** Property ID: **13714**

Identification

Property Type:	**Retail**
Address:	**3301 Southern Boulevard** **Rio Rancho, New Mexico**
Location:	**n/s Southern e/o Sara**
Zone Atlas Page:	**N/A**
Date of Sale:	**September 11, 2017**
Sale Price:	**$1,000,000**
Price per Unit of Comparison:	**$15.48 Per SF of GBA**
Marketing Time:	**7 Months**
Original List Pric	**$2,205,000**

Units of Comparison

Building Area (sqft):	**64,580 GBA**
Number of Units:	**N/A**
Number of Rooms:	**N/A**

Financing Data

Cash Equivalent Price (CE)	**$1,000,000**
CE Price / Unit of Comp:	**$15.48 Per SF of GBA**
Down Payment:	
First Year's Debt Service:	**$0**
Terms of Sale:	**Cash**

Property Data

Site Area:	**255,039 SF**	**5.8549 AC**
Zoning:	**C-1**	
% Office:		
Floor Area Ratio:	**0.25:1.00**	
Number of Stories:	**0**	
Year Built:	**1985**	
Effective Age:	**35 Years**	
Construction Type:	**Concrete Tilt Up**	
Quality:	**Average**	
Condition:	**Fair**	
Property Rights:	**Fee Simple**	
Lease Type:		
Occup Time of Sale:	**0%**	
Owner Occup TOS:	**0%**	
Owner Occup after Sale:	**100%**	

Income/Expense Analysis **PRO FORMA**

PGI:	
V & C Loss	Vacancy
EGI:	
Expenses	of EGI
NOI:	
Gross Income Multiplier (GIM):	
Effective GIM (EGIM)	
Overall Capitalization Rate (OAR):	
Equity Divident Rate (EDR):	
Operating Expense / SF RBA	

Documentation / Confirmation:

Confirmed To:	**IV**
Agent, Co, Phone:	**Cole Flangan, Maestas & Ward,**
Confirmed By:	**Listing Agent**
Date Confirmed:	**January 28, 2018**
Grantor:	**Kindermann Werner**
Grantee:	**Elevate Williams LLC**
Document Number:	**WD 2017-021375**
Legal Description:	**Panorama Heights (Oakmount Portion) Block 10A, Lot D1B1**
Plat Book and Page:	**N/A**
UPC:	**101306808237100000**

Comments

Buyer purchased to develop as a trampoline park. Former Albertson's grocery store, anchor tenant for Country Club Plaza, vacant since 2015. Needed major renovation, including new roof, HVAC, mechanical, estimated at $1,000,000. Seller described as "extremely motivated," cash buyer needed to close within one week of contract date.

Improved Sale

Property Name: **EOG Energy Resources** Property ID: **10042**

Identification

Property Type:	**Industrial**
Address:	**900 S. 3rd Street S** **Jal, New Mexico**
Location:	**SWC 3rd Street @ Missouri Avenue**
Zone Atlas Page:	**N/A**
Date of Sale:	**January 30, 2017**
Sale Price:	**$2,600,000**
Price per Unit of Comparison:	**$46.18 Per SF of GBA**
Marketing Time:	**N/A**
Original List Pric	**N/A**

Units of Comparison

Building Area (sqft):	**56,300 GBA**
Number of Units:	**N/A**
Number of Rooms:	**N/A**

Property Data

Site Area:	**744,005 SF**	**17.0800 AC**
Zoning:	**NONE**	
% Office:	**15%**	
Floor Area Ratio:	**0.08:1.00**	
Number of Stories:	**1**	
Year Built:	**1990**	
Effective Age:	**25 Years**	
Construction Type:	**Steel Frame**	
Quality:	**Average**	
Condition:	**Average**	
Property Rights:	**Fee Simple**	
Lease Type:		
Occup Time of Sale:	**100%**	
Owner Occup TOS:	**0%**	
Owner Occup after Sale:	**100%**	

Documentation / Confirmation:

Confirmed To:	**IV**
Agent, Co, Phone:	
Confirmed By:	**Greg Fulfer**
Date Confirmed:	**April 7, 2017**
Grantor:	**Fulfer Investments**
Grantee:	**EOG Resources Inc.**
Document Number:	**WD BK 2079 P 874**
Legal Description:	**Tract A1, Metes and Bounds within Section 30, Township 25 S, Range 7 E, Lea County**
Plat Book and Page:	**N/A**
UPC:	**494061410142300000**

Financing Data

Cash Equivalent Price (CE)	**$2,600,000**
CE Price / Unit of Comp:	**$46.18 Per SF of GBA**
Down Payment:	
First Year's Debt Service:	**$0**
Terms of Sale:	**Cash to Seller**

Income/Expense Analysis PRO FORMA

PGI:		
V & C Loss	Vacancy	$0
EGI:		
Expenses	of EGI	$0
NOI:		
Gross Income Multiplier (GIM):		
Effective GIM (EGIM)		
Overall Capitalization Rate (OAR):		
Equity Divident Rate (EDR):		
Operating Expense / SF RBA		

Comments

Property had beenrented to EOG prior to the sale, they negotiated a sale with a buyout of the lease. 5-building complex, GBA measured from aerial, office space estimated only, property reportedly in good condition per seller. Sale price confirmed with confidential third pary with knowledge of the transaction.

Improved Sale

Property Name: Property ID: **13976**

Identification

Property Type:	**Industrial**
Address:	**501 Bernard Avenue** **Belen, New Mexico**
Zone Atlas Page:	**N/A**
Date of Sale:	**January 11, 2017**
Sale Price:	**$235,000**
Price per Unit of Comparison:	**$12.89 Per SF of GBA**
Marketing Time:	**5 years**
Original List Pric	**$600,000**

Units of Comparison

Building Area (sqft):	**18,225 GBA**
Number of Units:	**N/A**
Number of Rooms:	**N/A**

Property Data

Site Area:	**369,389 SF**	**8.4800 AC**
Zoning:	**R-1A**	
% Office:		
Floor Area Ratio:	**0.05:1.00**	
Number of Stories:	**0**	
Year Built:		
Effective Age:	**35 years**	
Construction Type:	**Steel Frame**	
Quality:	**Average**	
Condition:	**Poor**	
Property Rights:	**Fee Simple**	
Lease Type:		
Occup Time of Sale:	**N/A**	
Owner Occup TOS:		
Owner Occup after Sale:		

Documentation / Confirmation:

Confirmed To:	**JLR**
Agent, Co, Phone:	
Confirmed By:	**D'Nette Wood**
Date Confirmed:	**November 19, 2018**
Grantor:	**SWPG LLC**
Grantee:	**JNE Property LLC**
Document Number:	**201700318**
Legal Description:	**Tracts 190B, 190C, 190D, 190E, 190G, 226A, 224, 225B1A1, 225B1A1, 225B1B2, 201B2, 225B1A2A, 225B1A3B, 225B3, 226B, and 230B2B1B, M.R.G.C.D. Map 100**
Plat Book and Page:	**N/A**
UPC:	**R065903**

Financing Data

Cash Equivalent Price (CE)	**$235,000**
CE Price / Unit of Comp:	**$12.89 Per SF of GBA**
Down Payment:	
First Year's Debt Service:	**$0**
Terms of Sale:	**REC**

Income/Expense Analysis **PRO FORMA**

PGI:	
V & C Loss	Vacancy
EGI:	
Expenses	of EGI
NOI:	
Gross Income Multiplier (GIM):	
Effective GIM (EGIM)	
Overall Capitalization Rate (OAR):	
Equity Divident Rate (EDR):	
Operating Expense / SF RBA	

Comments

Site is improved with large building, multiple covered storage areas and an above ground gas tank. The building required extensive clean up and repair to make habitable. An estimate $40,000 was required to for environmental clean-up and window repairs. Other extensive repairs are still necessary.

Improved Sale

Property Name: Property ID: **13975**

Identification

Property Type:	**Industrial**
Address:	**2702 E Highway 66** **Gallup, New Mexico**
Location:	**SEC Highway 66 Patton Dr**
Zone Atlas Page:	**N/A**
Date of Sale:	**September 9, 2016**
Sale Price:	**$895,000**
Price per Unit of Comparison:	**$31.26 Per SF of GBA**
Marketing Time:	**9 months**
Original List Pric	**$1,200,000**

Units of Comparison

Building Area (sqft):	**28,632 GBA**
Number of Units:	**N/A**
Number of Rooms:	**N/A**

Property Data

Site Area:	**241,845 SF**	**5.5520 AC**
Zoning:	**C3B**	
% Office:	**3%**	
Floor Area Ratio:	**0.12:1.00**	
Number of Stories:	**1**	
Year Built:		
Effective Age:	**25 years**	
Construction Type:	**Steel Frame**	
Quality:	**Average**	
Condition:	**Average**	
Property Rights:	**Fee Simple**	
Lease Type:		
Occup Time of Sale:	**N/A**	
Owner Occup TOS:		
Owner Occup after Sale:		

Documentation / Confirmation:

Confirmed To:	**Jennifer Ridley**
Agent, Co, Phone:	**Dan Frady, RE/MAX, (505)722-7811**
Confirmed By:	**MLS**
Date Confirmed:	**November 13, 2018**
Grantor:	**SBN III LLC**
Grantee:	**Nicolina Seay and Nancy Pruitt**
Document Number:	
Legal Description:	**Lot 1A 1B, 2, replat of No. 2, Tract 1C, Simm's Subdivision**
Plat Book and Page:	**N/A**
UPC:	**R066753**

Financing Data

Cash Equivalent Price (CE)	**$895,000**
CE Price / Unit of Comp:	**$31.26 Per SF of GBA**
Down Payment:	
First Year's Debt Service:	**$0**
Terms of Sale:	**Bank owned**

Income/Expense Analysis — PRO FORMA

PGI:	
V & C Loss	Vacancy
EGI:	
Expenses	of EGI
NOI:	
Gross Income Multiplier (GIM):	
Effective GIM (EGIM)	
Overall Capitalization Rate (OAR):	
Equity Divident Rate (EDR):	
Operating Expense / SF RBA	

Comments

MLS 20155530

Improved Sale

Property Name: **Formerly Albertsons - to be Planet Fitness** Property ID: **12906**

Identification

Property Type:	**Retail**
Address:	**1709 S. Main Street Roswell, New Mexico**
Zone Atlas Page:	**N/A**
Date of Sale:	**July 8, 2015**
Sale Price:	**$625,000**
Price per Unit of Comparison:	**$18.36 Per SF of GBA**
Marketing Time:	
Original List Pric	**N/A**

Units of Comparison

Building Area (sqft):	**34,042 GBA**
Number of Units:	**N/A**
Number of Rooms:	**N/A**

Property Data

Site Area:	**127,805 SF 2.9340 AC**
Zoning:	
% Office:	
Floor Area Ratio:	**0.27:1.00**
Number of Stories:	**1**
Year Built:	**1975**
Effective Age:	**25 yrs**
Construction Type:	**Block (CMU)**
Quality:	**Average**
Condition:	**Below Avg**
Property Rights:	**Fee Simple**
Lease Type:	
Occup Time of Sale:	**100%**
Owner Occup TOS:	**100%**
Owner Occup after Sale:	**0%**

Documentation / Confirmation:

Confirmed To:	**Kelly LeMon**
Agent, Co, Phone:	**Confidential, ,**
Confirmed By:	**Confidential**
Date Confirmed:	**October 20, 2015**
Grantor:	**Southern Sky Investment, Inc.**
Grantee:	**Yellow Dog Properties LLC (Martin Haynes)**
Document Number:	**SWD BK748,P1545**
Legal Description:	**Lots 1 & 2, Planet Summary Plat, Roswell, Chaves Cty, filed May 12, 2015**
Plat Book and Page:	**Book 2, Page 3A-B**
UPC:	**413606303932900000**

Financing Data

Cash Equivalent Price (CE)	**$625,000**
CE Price / Unit of Comp:	**$18.36 Per SF of GBA**
Down Payment:	**$10,000**
First Year's Debt Service:	
Terms of Sale:	**Cash to Seller**

Income/Expense Analysis — PRO FORMA

PGI:	
V & C Loss	Vacancy
EGI:	
Expenses	of EGI
NOI:	
Gross Income Multiplier (GIM):	
Effective GIM (EGIM)	
Overall Capitalization Rate (OAR):	
Equity Divident Rate (EDR):	
Operating Expense / SF RBA	

Comments

Vacated Albertsons, was owner occupied as flea mkt prior to sale. Buyer had a "planet fitness" in back pocket prior to the closing, for 10-yr lease with two 5-yr renewal options for 21,500+/- SF, $14.00/SF, NNN, with 10% increase every 5 years. Remaining 12,500+/-SF unknown use at this time. Immediately re-listed for sale $3,995,000 estimated 7.50% cap rate (10/2015 Michael Reneau 505-273-7169)

Improved Sale

Property Name: **Former K-Mart** Property ID: **13108**

Identification

Property Type:	**Retail**
Address:	**1640 Rio Rancho Drive** **Rio Rancho, New Mexico**
Location:	**e/s Rio Rancho n/o Sara**
Zone Atlas Page:	**N/A**
Date of Sale:	**November 13, 2014**
Sale Price:	**$4,400,000**
Price per Unit of Comparison:	**$50.88 Per SF of GBA**
Marketing Time:	**14 Months**
Original List Pric	**$4,500,000**

Units of Comparison

Building Area (sqft):	**86,479 GBA**
Number of Units:	**N/A**
Number of Rooms:	**N/A**

Property Data

Site Area:	**346,899 SF** **7.9637 AC**
Zoning:	**SU FOR C-2**
% Office:	
Floor Area Ratio:	**0.25:1.00**
Number of Stories:	**0**
Year Built:	**1989**
Effective Age:	**25 Years**
Construction Type:	**Concrete Tilt Up**
Quality:	**Average**
Condition:	**Average**
Property Rights:	**Fee Simple**
Lease Type:	
Occup Time of Sale:	**N/A**
Owner Occup TOS:	
Owner Occup after Sale:	

Documentation / Confirmation:

Confirmed To:	**IV**
Agent, Co, Phone:	**Tom Jones, Colliers, (505)880-7063**
Confirmed By:	**Tom Jones**
Date Confirmed:	**February 2, 2015**
Grantor:	**Sutton Place Investments LLC**
Grantee:	**North Investments LLC**
Document Number:	**WD 2014-023516**
Legal Description:	**Lot B, Hilltop Plaza**
Plat Book and Page:	**N/A**
UPC:	**1014068031049**

Financing Data

Cash Equivalent Price (CE)	**$4,400,000**
CE Price / Unit of Comp:	**$50.88 Per SF of GBA**
Down Payment:	
First Year's Debt Service:	**$0**
Terms of Sale:	**Cash to seller**

Income/Expense Analysis PRO FORMA

PGI:	
V & C Loss	Vacancy
EGI:	
Expenses	of EGI
NOI:	
Gross Income Multiplier (GIM):	
Effective GIM (EGIM)	
Overall Capitalization Rate (OAR):	
Equity Divident Rate (EDR):	
Operating Expense / SF RBA	

Comments

Former K-Mart; at the time of purchase, K-Mart had five months remaining on their lease, and vacated at the end of the lease. This is the anchor for Hilltop Plaza, one of Rio Rancho's largest shopping centers, with co-tenants including Hastings, Big Lots, Weck's, Venezia. The purchaser intends to divide the fomer big box into multiple retail units.

SALE PRICE: $895,000 ($22.19/SF)

Building Size: +/- 40,327 SF

Property Size: 4.15 Acres

Features:

- Ideal for Investor or Owner/User
- Significantly Below Replacement Cost
- Freeway Location – Ideal for retail, warehouse or distribution
- Excellent Access & Visibility
- Fully Improved Property
- Successful Retail Location
- Well Maintained

Redevelopment Opportunity – Former Kmart

1235 2nd Street, Raton, NM 87740

Alfredo Barrenechea
505-401-0135
alfredo@go-absolute.net

Investment Overview

Absolute Investment Realty has been selected as the exclusive representative of the owner of this reposition opportunity in Raton, New Mexico. The property was originally built in 1978 for Kmart, who leased and operated the property since. Prior to filing bankruptcy, Kmart (Sears Holding Co.) had renewed its lease through 05/31/2021, a testimony to the longevity of the property as a retail location. If the property were to be re-let to a new tenant at Kmart's below-market former rent rate of $3.11/SF/Yr ($125,500 per year), the capitalization rate would be 14.02%.

Raton, NM is located on the border of Colorado and New Mexico and is equidistant (+/- 215 mi, 3 hrs) from Albuquerque NM, Denver CO, and Amarillo TX, making it an ideal location for a regional retailer, or warehouse and distribution. Raton is also the heart of a number of surrounding outdoor recreation destinations including Sugarite Canyon State Park and Capulin Volcano National Monument, which would make the property ideal for a sporting goods retailer.

The vacation of Kmart in Raton leaves a huge market gap for a soft goods retailer, resulting in a potential fantastic opportunity for the future owner and user of this property. At $22.19/SF, this property also is priced well below replacement value helping to reduce the buyer's risk and allow for a multitude of future tenant's and uses.

Property Summary

Property Address:	1235 2nd Street, Raton, NM 87740
Property Description:	Big Box Retail
Improvement Size:	40,327
Property Size:	4.15 Acres
Purchase Price:	$895,000 ($22.19/SF)
Access:	Excellent
Visiblity:	Excellent
Signage:	Excellent
Highest and Best Use:	Grocery, Retail, Warehouse
Trade Area Description:	Small-Town, Regional
Tenant:	None – Former Big Kmart
Store Closing Date:	4/8/2018

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Absolute Investment Realty | 105 Jefferson NE Albuquerque, NM 87108 | 505-346-6006 | Info@go-absolute.net

Trade Area Map

Trade Area Demographics			
Radius	1 Mile	3 Mile	5 Mile
Population (2017 Estimate)	2,002	6,869	7,025
Avg HH Income (2017)	$43,008	$46,844	$47,496

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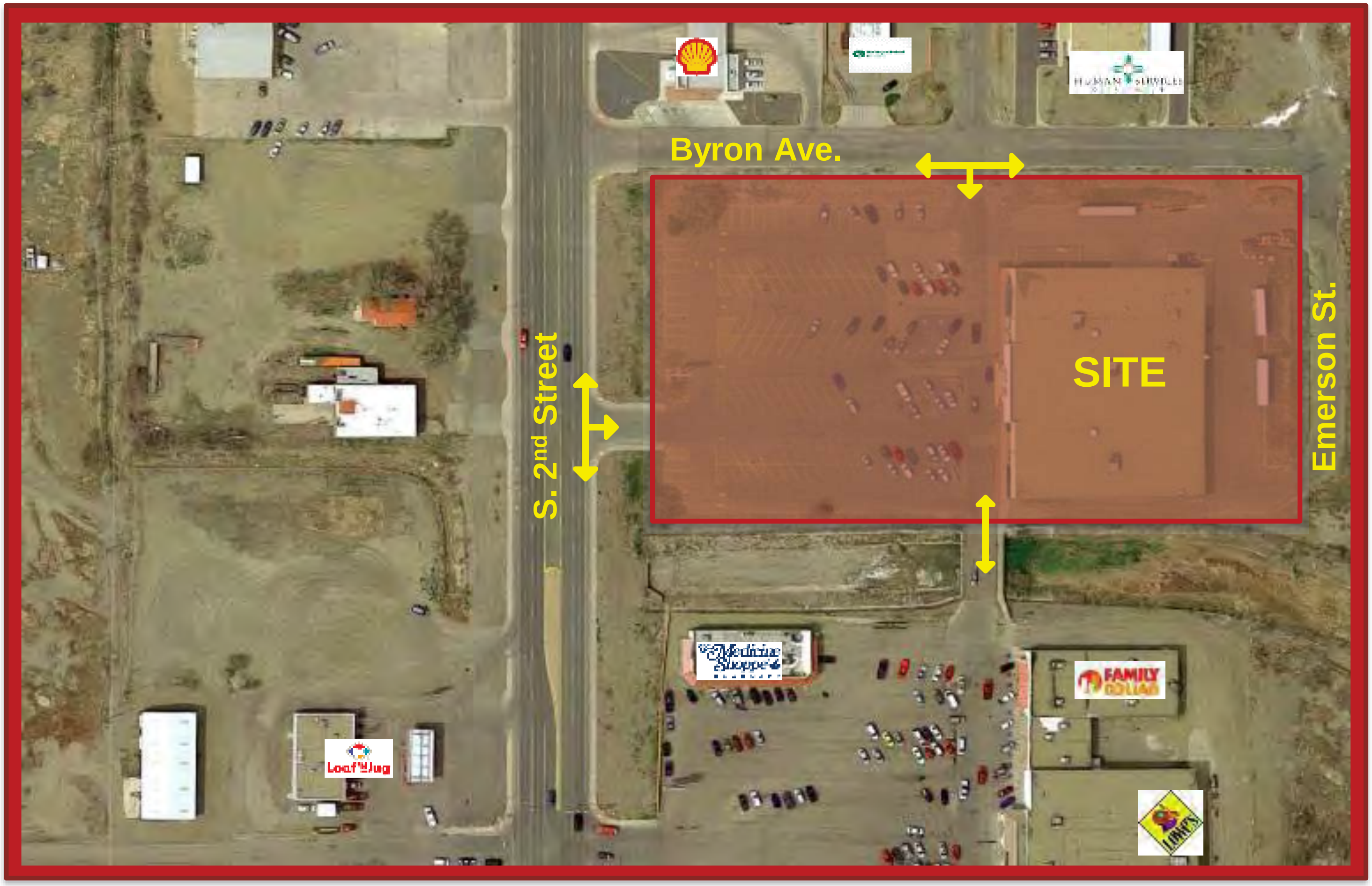
Site Close Up & Location Description



LOCATION DESCRIPTION

The property is located along South 2nd Street just off I-25 in the northern New Mexico town of Raton. South 2nd Street is a primary retail corridor in Raton and is easily accessible from all locations of the town as well as Interstate 25. Raton, bordering Colorado, is the northern most town on I25 in New Mexico, is a major interstate traffic stop, and serves a large rural community in state as well as in Colorado. Raton is equidistant from Denver, Albuquerque and Amarillo making it ideal to distribute to and from New Mexico, Texas and Colorado. This property is the only big box retail location in this trade area of New Mexico and has been a shopping destination for goods and supplies for the people living in the surrounding communities for nearly 40 years. This assets pricing, location, signage, parking, and access make it an ideal candidate for repositioning to lease or sell to a number of other national, local and regional tenants.

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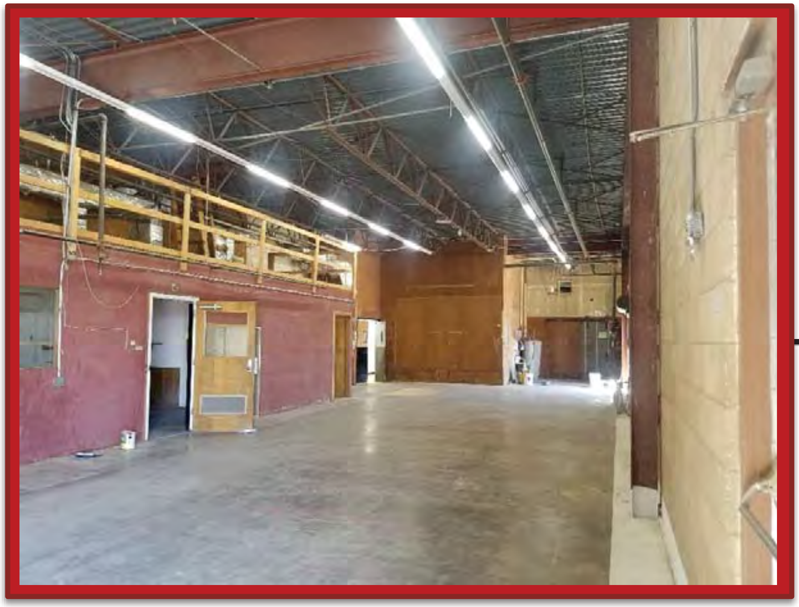
Kmart



Kmart

Ample Parking

Kmart

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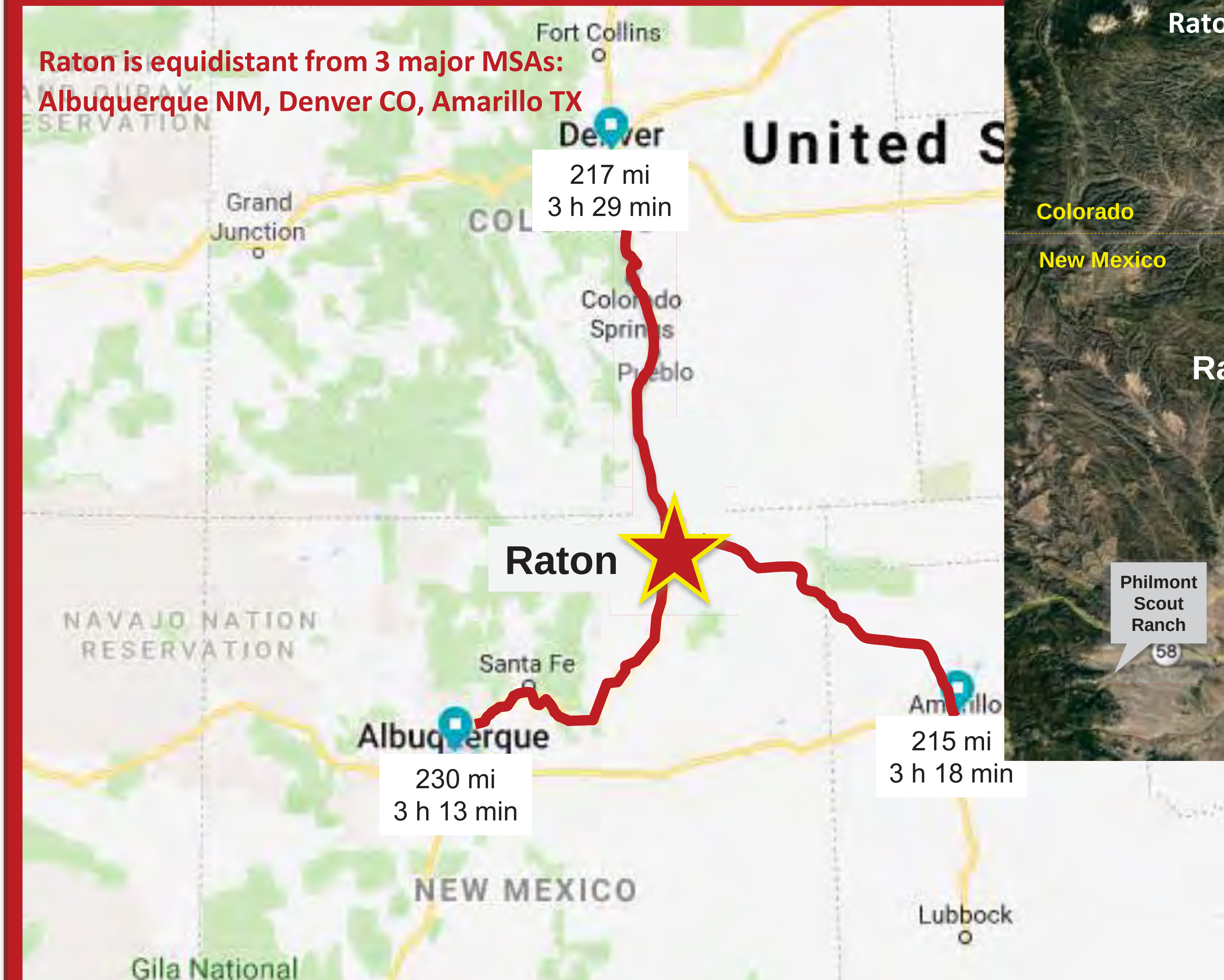
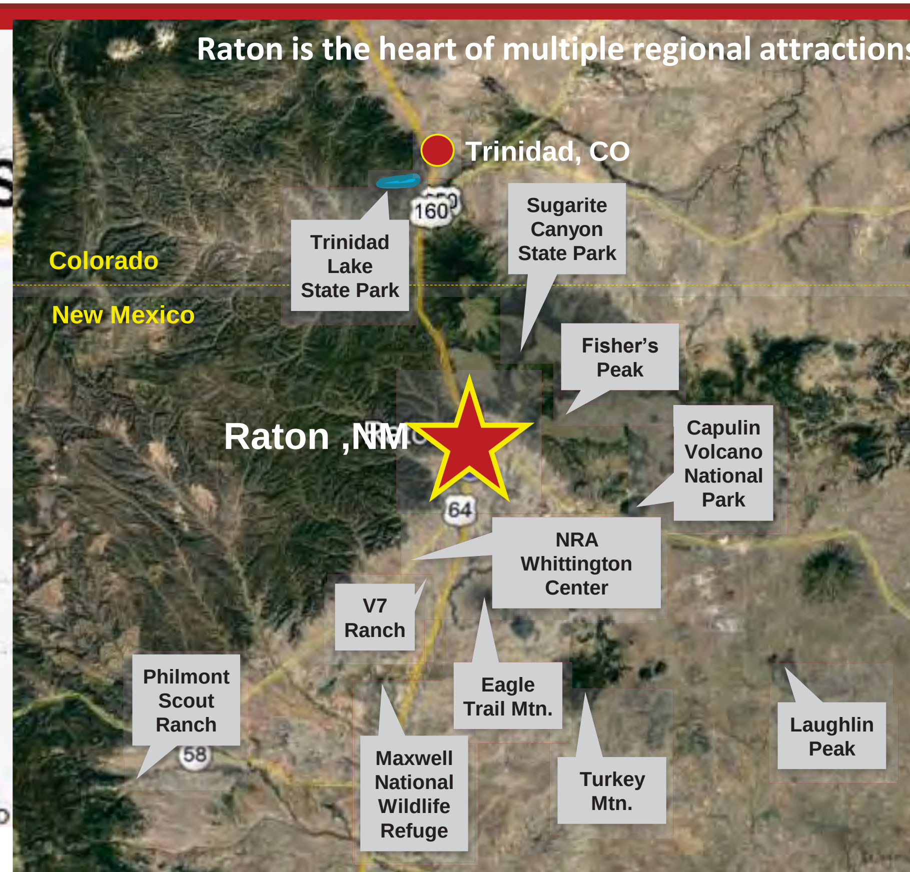
Raton, NM





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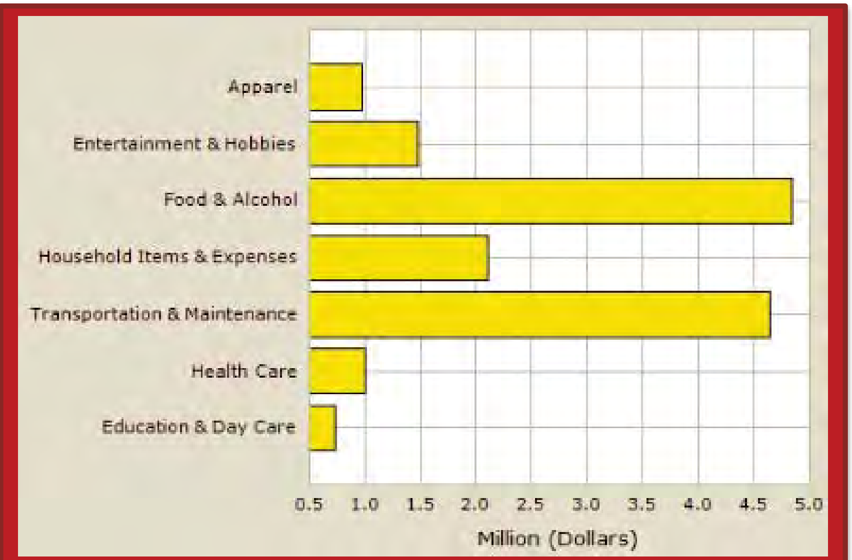
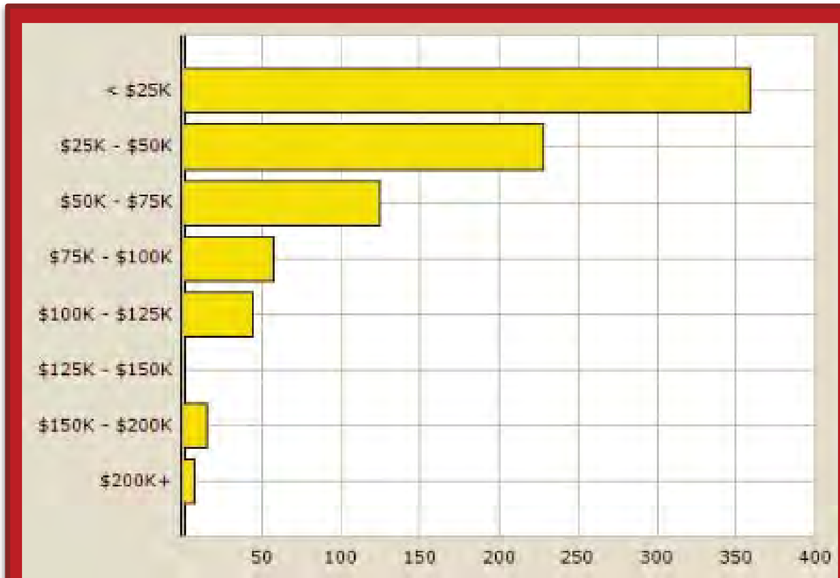
Demographics

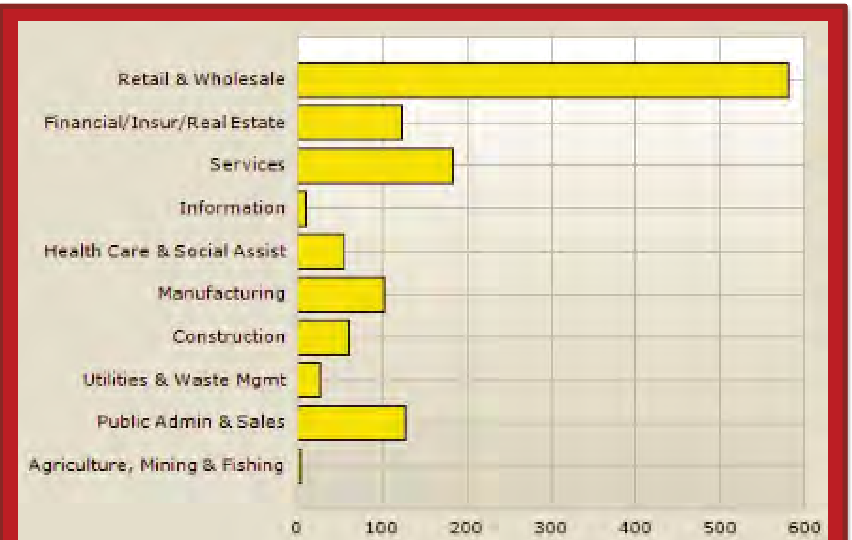
Consumer Spending Totals – 1 Mile





Households by Income – 1 Mile

Daytime Employees – 1 Mile



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Raton, NM MSA

Raton, New Mexico, meaning little mouse in Spanish, is located in northern part of the state just 6 miles from Colorado state border. Raton offers many amenities for a comfortable rural lifestyle. Raton has a variety of outdoor recreation activities with it's crisp mountain air and breathtaking views.
Raton offers Amtrak service, a municipal airport, a state-of-art medical center. Raton is also near the Capulin Volcano National Monument and Raton Pass, which is located just north of the city is a historical landmark for the Santa Fe Trail and the gateway to Colorado. The pass is at a 7,881 summit which cuts through the Sangre de Cristo mountains and is accessible today by Interstate 25.

New Mexico, the land of enchantment, is located in the southwestern United States bordering Colorado, Arizona, Texas and Utah. Santa Fe is the state capital and is world famous tourist destination. New Mexico is famous for its beautiful scenery and wide variety of terrain, which offers a variety of outdoor activities including world class skiing and mountain biking. The world famous Albuquerque International balloon fiesta is hosted every year in Albuquerque and is the largest event of its kind in the world attracting each year and attracts millions of people from around the world.

State of New Mexico Demographics	
Population (2016 Estimate)	2,081,015
Households (2015 Estimate)	763,603
Avg. Household Income (2015 Estimate)	$45,382

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Absolute Investment Realty

Alfredo Barrenechea
Qualifying Broker

Alfredo specializes in the acquisition and disposition of investment real estate and has experience in closing large industrial, office, and hospitality transactions. With over 12 years of experience in the commercial real estate industry as a developer, landlord and broker Alfredo has worked with nation's top tenants, investors and real estate investment companies. Alfredo has a passion for helping his clients meet their real estate investing goals and excels at closing complicated transactions. Alfredo has a an MS in Electrical Engineering and a BS in Computer Engineering from the University of New Mexico and is a member of CARNM and ICSC.

Some of Alfredo's Recent Transactions

Alfredo consistently achieves the Coveted Costar Power Broker award, which is only given to the top 5 brokers in the state.

Who We Are

Absolute Investment Realty is an investment oriented commercial real estate brokerage firm focused on helping our clients meet their commercial real estate investment goals. Our clients range from private local investors to multi-national REITs. We have closed transactions throughout the United States and have clients from around the world. No job is too small or too large for our dedicated team of professionals. We are experts on current market conditions and can advise our clients on the best pricing and buying or selling strategies. We have industry wide connections and make it a policy to work hand in hand with our peers, principals and institutions to get the deal done. We are second to none in our ability to identify, sell or lease investment quality real estate.

Our Mission

Absolute Investment Realty's mission is to help our clients achieve their commercial real estate goals.

Our firm excels because we execute with attention to detail, exceptional financial analysis capabilities, second to none market knowledge, and the highest level of customer service.

We start by understanding your needs and work closely with you develop a customized acquisition, disposition or development plan designed to help you reach your goals as expeditiously as possible.

Awarded to the top 5 brokerage firms in NM, Absolute Investment Realty has achieved the coveted Costar Power Broker Award every year we've been in business.

Disclaimer & Confidentiality

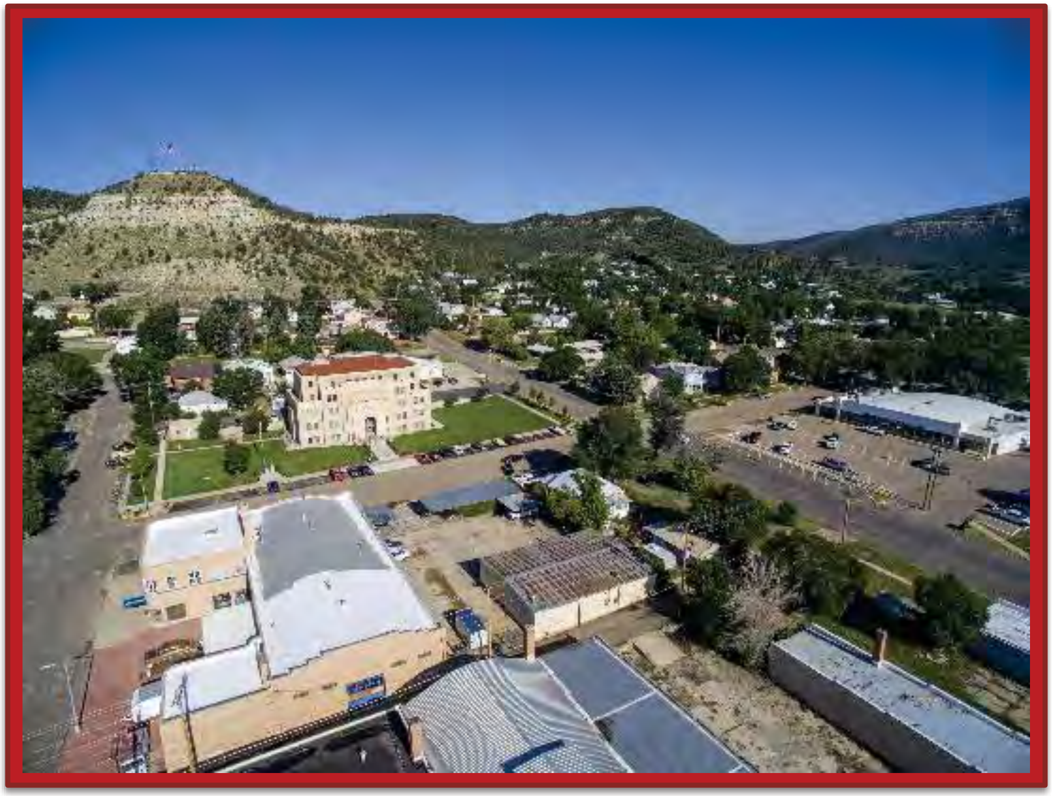
This is a confidential marketing package indented solely for the reader's use in determining its desire to express further interest in the lease or purchase of this property. Additionally, this package and the information contained herein is not for public distribution and is intended only for parties with a bonified interest in the lease or purchase of this property and should not be distributed otherwise.

The information contained in this marketing package is believed to be reliable. While the broker does not doubt the accuracy, it has not verified it and the broker and property owner make no guarantee, warranty or representation about it. It is the reader's responsibility to independently confirm its accuracy and completeness. All financial information contained herein is provided as a general reference and should not be treated as fact, but should be independently verified by the reader of this material.

By receipt of this marketing package, the reader agrees to keep this package and all material contained herein strictly confidential and agrees to destroy or return this package to Absolute Investment Realty upon the readers determination it has no interest in leasing or purchasing the property. Additionally, the information contained herein is not be utilized to the detriment of the property owner, Absolute Investment Realty or its associated brokers, any tenant(s) of the property, or any other party affiliated with the property.

The reader will not contact or approach the tenant(s) or operator(s) of the property, if any, without the express written permission of the property owner.

The property owner has absolutely no obligation to sell or lease the property to any person or entity regardless of proposed pricing or terms. Additionally, the property owner reserves the right, in it sole and absolute discretion, to reject any or all offers or expressions of interest to purchase or lease the property..



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PROJECT PARTICIPATION AGREEMENT

THIS PROJECT PARTICIPATION AGREEMENT entered into this ___ day of ______, 2019 by and between the City of Alamogordo, a New Mexico municipal corporation (the "City") and Medlin Ramps & Supply Corp USA, a for profit California Corporation whose business address is 1900 Highway 54 S, Alamogordo, NM 88310 (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 Qualifying Entity has provided information pertaining to its intent to purchase 1900 S Highway 54 S, Alamogordo, NM which would create a minimum of forty-five (45) New Jobs with an hourly wage of at least ten ($10.00) dollars, and thereafter maintain the forty-five (45) jobs and create any additional New Jobs necessary to fulfill its obligation to repay the Economic Development Incentive during the term of this Agreement (the "Project"), all of which qualifies for assistance under the City's Economic Development Ordinance.

D. A material inducement to City to enter into this Agreement is the agreement by the Qualifying Entity to expand its business operations and initially create no less than forty-five (45) new full-time jobs with an hourly wage of at least ten ($10.00) dollars, and thereafter maintain those jobs while creating additional New Jobs in accordance with the provisions hereof, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Qualifying Entity to create and thereafter maintain the jobs in accordance with the provisions of this Agreement.

E. Expansion of the Qualifying Entity's business operations will provide additional jobs and substantially improve the economic conditions in the 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 City's execution of this Agreement is authorized by the Local Economic Development Act, 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 in the event the Qualifying Entity proceeds with the Project. The Qualifying Entity and, if applicable, each member has full power and authority to execute, deliver and perform, as applicable, this Project Agreement, to make the obligations hereunder, to execute and deliver the Promissory Note and to grant to the City the security as hereinafter described.

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:

"Approval Date" means ________________.

"Economic Development Inventive" means the financial assistance provided to the Qualifying Entity by the City of Alamogordo through the Local Economic Development Act.

"Eligible Project Costs" means the costs and expenditures directly related to the purchase and roof repair or replacement of 1900 Highway 54 S, Alamogordo, NM 88310. Examples of eligible costs include the purchase of the building, engineering a new roof or a roof repair, and any construction for the roof replacement or repair.

"Facility" shall mean the building and land located at 1900 Highway 54 S, Alamogordo, NM 88310.

"Job Credit" is a performance measurement figure. A job credit is equal to the direct wages paid to each job annually.

"Job Period" means every twelve (12) month period from the Approval Date through the Term of Agreement during which the Qualified Entity is obligated to create and maintain New Jobs.

"New Job" shall mean 2,080 hours of paid employment over 365 days.

Example
2 people, each working 1,040 hours, over 365 days, is one New Job.
1 person working 2,600 hours over 365 days is 1.25 New Jobs.

"New Jobs Payroll" shall mean all monies paid annually to all persons holding New Jobs, whether paid by the hour, day, week, semi-monthly, monthly, or yearly, and includes, but is not limited to overtime, bonuses, and piecework.

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 business through the production and storage of metal ramps thereby creating New Jobs to permit City to recapture its investment in full 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 specifically agrees and covenants that the following performance measures shall be met:

(a) Purchase of Equipment and Installation of Utility Infrastructure. The Qualifying Entity shall purchase 1900 Highway 54 S, Alamogordo, NM and commence construction of the facility to outfit the facility as a manufacturing warehouse for Medlin Ramps. The Qualifying Entity shall diligently pursue such purchase and construction to completion. In the event that Qualifying Entity is unable to obtain the necessary permits, or fails to commence the purchase and repair or replacement to the roof within one-hundred eighty (180) days of the Approval Date, this Agreement shall terminate and be of no further effect.

(b) Employment Opportunities. The Qualifying Entity shall create and thereafter maintain during each Job Period at least forty-five (45) New Jobs with an hourly wage of at least ten ($10.00) dollars unless the Qualifying Entity "pays off" its obligation earlier by creating job in excess of the total required number as hereinafter described. The Qualifying Entity shall further use its best efforts during the term of this Project Agreement to create additional New Jobs with an hourly wage of at least ten ($10.00) dollars so as to permit City to recapture its investment in full during the term of this Project Agreement.

The Qualifying Entity shall only be credited for the creation of jobs performed within Otero County, New Mexico, and will not receive credit for its Existing Employment Base.

(c) Local Preferences. The Qualifying Entity shall use its best efforts to contract with local contractors to accomplish the installation of the utility infrastructure in order for the City to received 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.

4. City Obligations.

(a) The City agrees to provide $2,500,000 of upfront Economic Development Incentives to the Qualifying Entity to assist in the purchase of 1900 Highway 54 S, Alamogordo, NM 88310 and to help offset the cost of repair or replacement to the same facility's roof (the "Eligible Project Costs"). Subject to the terms and conditions set forth herein, the City will make advances to the Qualifying Entity from time to time during the Funding Period for the payment of Eligible Project Costs, which in the aggregate shall not exceed the sum of $2,500,000. The Qualifying Entity will be responsible for any additional costs or expenses related to the Project.

(b) This Agreement shall not be construed as a commitment, issue or obligation of any specific funds other than those funds to be 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. Disbursement of the Economic Development Incentive shall be made upon the City's receipt and approval of a request for the disbursement and supporting documents. The supporting documents shall include itemized invoices from contractors and suppliers, and a report detailing the dollar amount and purpose of the Eligible Project Cost. The City, in its sole discretion, may withhold disbursements if the City determines that the Qualifying Entity has failed to comply with and/or is in default under the terms and conditions of this Agreement, or has failed to provide adequate documentation of the Eligible Project Cost. Qualifying Entity hereby authorizes and directs the City to pay a contractor or supplier of Eligible Project Costs directly upon receipt of invoices delivered to the City for an Eligible Project Cost. Qualifying Entity acknowledges that (i) any delivery to the City of an invoice by a contractor or supplier shall be deemed as a request for an advance of Economic Development Incentive by the Qualifying Entity, and (ii) each such advance constitutes an advancement by the City to Qualifying Entity pursuant to this Agreement as if the Qualifying Entity received the proceeds directly from the City.

6. Obligation to Repay the Economic Development Incentive. The Qualifying Entity understands and agrees that the failure of the Qualifying Entity to perform its obligations in accordance with the terms provided in Sections 3(a) and (b) of this Agreement will result in a forfeiture of the Economic Development Incentive. In the event of a forfeiture, or upon termination of this Agreement, the Qualifying Entity agrees to pay to the City the balance of the Economic Development Incentive not otherwise repaid through the creation of jobs. The Qualifying Entity's obligation to pay to the City the balance of the Economic Development Incentive not otherwise repaid is evidenced by a Promissory Note, a copy of which is attached hereto as Exhibit "A". In, the City may demand repayment of any remaining portion of the Economic Development Incentive provided to the Qualifying Entity not otherwise reduced pursuant to the terms of this Agreement.

7. Security/Collateral.

(a) **Security Interest.** To secure Qualifying Entity's obligations and liabilities under the Promissory Note, the City shall retain a mortgage on the property located at 1900 Highway 54 S, 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 in order 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. Upon satisfying this obligation, Qualifying Entity may request City to release the mortgage. Upon such request, City will deliver a satisfaction of mortgage to Qualifying Entity within ten (10) business days of receipt by the City of the Qualifying Entity's written request.

8. **Insurance.** The Qualifying Entity, at its sole cost and expense, procure and maintain, with financially sound and reputable insurers authorized to do business in the State of New Mexico: (i) insurance on the value of the improvements on a replacement basis with no limiting modification including the City as named insured party; and (ii) an insurance policy which covers damage to, or the destruction of, the Facility on a replacement basis for the full insurable value covering all improvements on the Facility with a standard mortgage clause in favor of the City. The Qualifying Entity will furnish to the City, upon its written request, the insurance certificates with respect to such insurance. Should the Facility at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, the Qualifying Entity agrees to obtain and maintain Federal Flood insurance for the full unpaid principal balance of the Promissory Note and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Programs, and to maintain such insurance for the term of this Agreement.

9. Evidence of Job Creation, Job Audit. A "Job Audit" will be performed by the City or its agent within 60 days after the end of each Job Period. The Qualifying Entity shall make available the necessary records in order to allow the City to perform its Job Audit. The Qualifying Entity further agrees to provide the City such other documents and evidence that it may reasonably require to satisfy the accuracy and veracity of the information provided in the report. The Qualifying Entity will provide the City reasonable access (subject to the Qualifying Entity's security policies) to its records and facilities for the purpose of conducting on-site audits for compliance with this section. Such on-site audits shall be at reasonable times, upon not less than 10 days prior written notice to the Qualifying Entity. Within sixty (60) days after the close of a Job Creation Period, the City will determine whether during the relevant periods the Qualifying Entity has met its obligations to create jobs as required by this Agreement.

10. Job Credit. The Qualifying Entity shall receive credit against the principal balance of the Promissory Note for each New Job that the Qualifying Entity either creates or maintains during a Job Period.

11. Pro-rated Credit. In the event the Qualifying Entity fails meet its annual creation/maintenance obligation for any Job Period, the Qualifying Entity shall receive a pro-rated credit. The amount of the pro-rated credit shall be calculated using the above described formula.

12. Additional Credit. The Qualifying Entity may receive Additional Credit for any New Job created or maintained during a Job Period in excess of its New Job creation/maintenance obligation under paragraph 3(b) for that particular Job Period. The amount of the pro-rated credit shall be calculated using the above described formula.

13. Term. The term of this Agreement shall commence on the Approval Date and continue for ten (10) years unless terminated sooner as provided herein. If the term of the Promissory Note is extended for any reason, then the term of this Agreement shall automatically be extended so that the agreements are of the same duration.

14. Obligation to Perform. The failure of the City to insist, in any one or more instances, upon performance of any of the terms or covenants of this Agreement shall not be construed as a waiver or relinquishment of the City's right to the future performance of any such terms and covenants, and the obligations of the Qualifying Entity with respect to such future performance shall continue in full force and effect.

15. Termination and Recovery of Incentive.

(a) Events of Default. The following events shall constitute events of default under this Agreement:

(i) Failure of the Qualifying Entity to fulfill, in whole or in part, any obligation required by this Agreement.

(ii) Cessation by the Qualifying Entity of its operations in Otero County, or reduction of those operations in Otero County to a level below the performance measures set forth in paragraph 3(b) of this Agreement.

(iii) Filing by the Qualifying Entity of a petition, case, proceeding, or other action against the City as a debtor under any debtor relief law or seeking appointment of a receiver, trustee, custodian, or liquidator of the Qualifying Entity.

(iv) The abandonment by the Qualifying Entity of all or a portion of the Facility.

(v) The discovery by the City that any representation, warranty, or covenant made by the Qualifying Entity in connection with this Agreement was or has become false, materially misleading, erroneous, or breached in any material respect.

(vi) The Qualifying Entity assigns, sells, hypothecates, or transfers a majority interest in its business entity, whether in a single transaction or a series of transactions. (If the Qualifying Entity desires to assign, sell, hypothecate, or transfer a majority interest in its business entity, whether in a single transaction or a series of transactions, before expiration of this Agreement, the City retains the right to reject any and all assignments, sales, hypothecations, or transfers of any interest in the Qualifying Entity's business entity until, in the sole discretion of the City, adequate assurances are given that the assignee, buyer, hypothecate, or transferee is a qualifying entity under the Alamogordo Economic Development Plan and that terms of this Agreement will be satisfied by the assignee, buyer, hypothecate, or transferee.)

(b) Qualifying Entity's Response to Default. Upon the occurrence of an event of default by the Qualifying Entity specified in this Agreement, the City shall notify the Qualifying Entity in writing that an event of default has occurred under this Agreement. Within thirty (30) days of the receipt of such notice, the Qualifying Entity shall:

(i) Cause the default to be cured; or

(ii) Furnish a written response indicating:

(1) The factors which caused or contributed, in whole or in part, to the occurrence of default;

(2) The measures the Qualifying Entity has undertaken to avoid the reoccurrence of default in the future;

(3) Whether any performance measure not achieved can still be achieved in a timeframe acceptable to the City; and

(4) What further action the Qualifying Entity plans to take to achieve the performance measure in a timeframe acceptable to the City.

(c) City Response to Default. The City staff shall review the response furnished by the Qualifying Entity and within thirty (30) days from the receipt of such response, recommend to the City Commission whether to modify or terminate this Participation Agreement. The Qualifying Entity shall have an opportunity to make a presentation to the City Commission at any meeting where such recommendation will be acted upon. The decision of the City Commission will be final and binding. Other than the opportunity for the Qualifying Entity to make a presentation to the City Commission, in the event of default nothing herein shall be construed to limit in any way the power and authority of the City Commission to terminate this Agreement and to demand immediate repayment of the Economic Incentive, including all interest both accrued and deferred; and to foreclose upon, collect, and recover all collateral pledged by the Qualifying Entity as security for the Promissory Note if repayment is not made;

16. Effect of Termination. Except for any obligations that accrue prior to such termination or except as otherwise provided in this Agreement, which obligations shall survive the termination of this Agreement, other rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable date of termination of this Project Agreement.

17. Facility Closure Clawback. Should the Qualifying Entity cease operation of the Project (i.e., cease its operations at the Facility) on or before December 31, 2029, the Qualifying Entity shall, within ninety (90) days of the cessation of operations, pay to the City, in cash, an amount equal to 1/120th of the City Contributions for each month that the Qualifying Entity prematurely ceased operations of the Project as the City's exclusive remedy under this Agreement for such premature cessation. Any clawbacks not paid when due shall bear interest at the rate of prime plus 2% per annum from the due date until paid.

18. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances of this Agreement.

19. Appropriations. The performance by the City of any of the terms, covenants, or conditions in this Agreement that the City is obligated to perform shall be subject to the availability of appropriated funds that may be lawfully used for such purpose.

20. Miscellaneous Provisions:

(a) If any legal action should be necessary for the enforcement of this Project Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provision of this Agreement, the City shall be entitled to recover its reasonable attorney fees and/or other costs incurred in that action or proceeding in addition to any other relief which the City may be entitled to under the law.

(b) The parties agree that in the event of any dispute, venue for such dispute shall be laid and established in the District court of Otero County, New Mexico and no other.

(c) City and the Qualifying Entity will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first written.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By:_________________________________
Margaret Paluch, City Manager

ATTEST:

____
Rachel Hughes, City Clerk

MEDLIN RAMPS & SUPPLY CORP USA

By:________________________________
Mark Medlin, CEO

APPROVED AS TO FORM:

____
Petria Schreiber, City Attorney

PROMISSORY NOTE

Date:______________________ Amount: $2,500,000.00

RECITALS

Medlin Ramps & Supply Corp USA, a for profit California corporation registered with the New Mexico Secretary of State (the "Borrower"), will borrow Two Million and Five Hundred Thousand Dollars and 0/100ths ($2,500,00.00) Dollars from the City of Alamogordo, New Mexico, ("Lender" or "City"), to be paid within ten years under the terms and conditions of this Promissory Note, to be secured by a security agreement.

This Promissory Note is executed by Borrower in furtherance of a Project Participation Agreement entered into between Borrower and the City pursuant to Ordinance No. 983, adopted August 13, 1996, in accordance with the requirements of the Local Economic Development Act, Section 5-10-1, et seq., NMSA 1978, as amended, which Project Participation Agreement is attached hereto as Exhibit A and made an integral part of this Promissory Note.

TERMS
PROMISE TO PAY

For value received, Borrower promises to pay to the City, in one lump sum payment, Two Million and Five Hundred Thousand Dollars and 0/100ths ($2,500,000) Dollars, in cash, check or money order, with interest as herein provided, not later than five years from the date of this Promissory Note.

INTEREST

Interest shall accrue on this Promissory Note as of the date the same is executed, which date shall be concurrent with the date the proceeds are delivered to Borrower, at the rate of three percent (3%) per annum, with a final maturity date for principal and interest ten years from the date hereof.

OBLIGATION EXTINGUISHED IF PPA FULFILLED

It is understood that the proceeds which are the subject of this Promissory Note, are made for the purchase by Borrower of certain items of tangible personal property as described in the Project Participation Agreement which is Exhibit A hereto, and that if Borrower fulfills its obligations to the City under said Project Participation Agreement, the obligation hereunder will be extinguished and the proceeds will be deemed paid in full, and this Note will be canceled and the security interest released.

FAILURE TO FULFILL OBLIGATONS UNDER PPA

It is understood that if Borrower fails to fulfill its obligations under the Project Participation Agreement which is Exhibit A hereto, Borrower will be in default of said Project Participation Agreement, and in default under and by this Promissory Note, whereupon the following terms and conditions shall be exercised by the City, and shall control payment of the amount due under this Promissory Note:

1. The City shall give Borrower written notice of its default of and under the Project Participation Agreement, advising Borrower of the default and demanding that said default be cured and remedied within ninety (90) days of said written notice, which shall be delivered to Borrower personally or by certified mail, return receipt requested.

2. Upon Borrower's failure to cure and remedy the default within the time specified, the entire principal and interest due under this Promissory Note shall immediately be due and payable to City, and upon failure of Borrower to pay the same, the City may enforce its security interest in, and execute upon, the leasehold improvements, as evidenced and protected in favor of the City by the Security Agreement which is executed contemporaneously herewith; and the City may otherwise collect this Note and enforce its rights hereunder, by any other remedy, legal or equitable, available under law.

3. If the City is required to enforce payment as provided herein, the City shall be entitled to collect from Borrower, all reasonable costs and expenses of collection, including attorney fees.

4. Presentment and dishonor, and any other technical requirements for demand for payment under this Note, are hereby waived by Borrower.

5. Notice of default under this Note, and all other notices required or to be made hereunder, shall be made by written notice to any one of the Borrowers individually, as identified in the Recitals clause hereinabove, by certified mail to 1900 Highway 54 S, Alamogordo, NM 88310, or by personal delivery.

SECURITY AGREEMENT

It is expressly understood that this Promissory Note shall be secured by a security interest in the form of a Security Agreement giving to the City the absolute right to execute its security interest in, and execute upon, the leasehold improvements described in the Security Agreement, and upon its filing in the office of the Otero County Clerk, shall constitute a perfected security interest in said property, with priority over any and all other creditors or lien holders, as provided in the New Mexico Uniform Commercial Code, Section 55-9-103, et seq., NMSA 1978, as amended.

IN WITNESS WHEREOF, Borrower, Medlin Ramps & Supply Corp USA, has executed this Promissory Note as of the day and year first above written.

DONE this ______th day of January, 2019

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By:_________________________________
Margaret Paluch, City Manager

MEDLIN RAMPS & SUPPLY CORPS USA

By:________________________________
Mark Medlin, CEO

STATE OF NEW MEXICO)
) SS.
COUNTY OF OTERO)

The foregoing Promissory Note was acknowledged before me this ____ day of _______, 2019, by Mark Medlin, Chief Executive Officer of Medlin Ramps & Supply Corp USA, a for profit California corporation, on behalf of said corporation.

____
Notary Public

My Commission Expires:

(S E A L)

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Schreiber, City Attorney

Otero County Economic Development Council, Inc
2400 N. Scenic Drive
Alamogordo, NM 88310
(575) 439-3688
www.ocedc.com

City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310

December 11, 2018

Subject: City LEDA Funding Request, Project Rise

Attached are LEDA application documents for subject project. The requested funds are to be utilized for purchase of property located at 1900 Highway 54 South, Alamogordo, New Mexico. Our Due Diligence Committee and Board of Directors recommend favorable approval of this project.

Please advise if we can provide any other information to meet December 18, 2018 City Commission Meeting.

Sincerely,

Laurie Anderson
Interim Executive Director

LEDA
PROJECT APPLICATION

The purpose of the Application is to identify the project area and to present a detailed plan on how the proceeds of the LEDA funds will be put to use. This Plan is presented to demonstrate to the City, what the public benefits of this project are and to help the City evaluate the application's merit in comparison to other projects submitted, as well as assist the review committee in determining eligibility according to the City's LEDA Act. The applicant and its agent will endeavor to provide the City any additional information reasonably requested.

APPLICANT INFORMATION

Legal Name	Medlin Ramps & Supply Corp USA
Trade Name (dba)	N/A
Project Name if different from above	RISE
Address	14903 Marquardt Ave.
City, State, Zip	Santa Fe Springs, CA 900670
Phone	562-229-1991
Fax	562-299-1901
Primary Contact Person	Mark Medlin
Federal Tax ID #	
NM State Tax and Rev. #	
City/County Business License #	In process
NAICS Code	332312
This business is organized as a:	X C-Corporation __S-Corporation __LLC __Partnership __Proprietorship __NPO

Please attach copies of (exhibit 1, 2, etc.):

__X__ Incorporation Papers

__X__ By-laws

__X__ Resumes of all principals (owners, partners, directors or officers)

A)

Project Information:

a. Description of Proposed Development, its product and its timeline.
   See Business Plan
b. Provide a detailed scope of work that is specific to the funding request/award
   See Business Plan
c. Business Plan or detailed information such as:
   i. Executive Summary; Business description and history
      See Business Plan
   ii. Infrastructure Development/Needs
      See Business Plan
   iii. Market analysis and strategy
      See Business Plan
   iv. Summary of competition
      See Business Plan
   v. Tax Reporting Status
      Monthly
   vi. Effect on Existing Industry and Commerce during and after Construction
      None
   vii. Land Acquisition
      The purchase price includes approximately 25 acres on the corner of Highway 54 and Highway 70 in the city of Alamogordo, NM
   viii. Local Purchasing
      Medlin Ramps and Supply Corp USA will be purchasing large amounts of raw metal stock, serrated grating and welding supplies from Alamogordo when available. We will also purchase large quantities of paint and painting supplies, as well as other items from Home Depot, Lowes, and Harbor Freight. Any items not available locally will be sourced from El Paso, TX.
   ix. Water Conservation
      Medlin Ramps and Supply Corp USA do not use water in the manufacturing process of our products.
   x. Relocation of Individuals or Businesses
      Medlin Ramps will be relocating one full time employee from our California location. We will be expecting to fulfill all other employment needs with local talent. Our relocated

employee will be used to teach all new employees the production procedures of Medlin Ramp products.

xi. Construction Schedule

1. Target Close Date *February, 2019*
2. General Contract Signed *February, 2019*
3. Construction Start *February, 2019*
4. Construction End *April, 2019*
5. New Facility Operational Date *May, 2019*

xii. Operations plan; Organizational chart

See Business Plan

xiii. Any document or record that the local governing body, in its sole discretion, deems necessary.

B) Financial Information

a. Detailed assumptions for business and proposed projects; pro--forma cash flow analysis; three-year projected income statements, whichever is applicable

See Business Plan

b. Financial statements with independent audits, if available, or Tax returns, for the past three years.

Attached

c. City/County business license number/proof or statement that registration will pursued or secured.

In process

d. Does the amount requested reasonably represent the money needed to complete the project?

Yes

e. If a gap exists, please define/explain options being pursued or solution to fund that gap.

f. Provide schedule of funding commitments. Provide copies of any term/commitment letters

g. What is the equity investment from the applicant? *$183,500*

h. What is the collateral/security to be pledged to the funds awarded?

Mark Medlin will use his Medlin LLC building as collateral/security for funds used by Alamogordo and the State of NM. Medlin LLC owns a 10,000-square foot standalone building with a fenced yard. Market value is $3 million with a $700,000 bank loan against the property.

i.

What is the method of appraisal for stated security?
Property appraisal

Funding Type	Source	Amount
Equity Investment	$	
City funding	$	
Bank Loans		
Cash down and % it represents of the total project costs	$ 183,500 (5%)	
Other Loans		
Other Sources (LEDA)	$ 2,500,000	
	TOTAL	$2,683,500

C) History and Background

a. Track record with projects of this type?
This will be the first-time Mark Medlin will be starting a Medlin Ramps from the ground up. Mark has expanded the Medlin Ramps manufacturing to an East Coast Division by sub-contracting to a local manufacturing company named, North American Implements. This partnership is 3.5 years old and has been a great experience for both companies in growth and profits.

b. Explain the commitment to build, operate, and manage the project?
Medlin Ramps will be opening a third manufacturing facility in New Mexico. Our company has a current production need that our two existing plants cannot fulfill. Mark has placed $50,000 in earnest money on the facility.

c. Any officers ever filed for bankruptcy?
Mark and Jennifer Medlin filed a personal bankruptcy in 2013. The purpose for the bankruptcy was to settle outstanding debt that was acquired in Mark's name for his mother's terminal cancer care. Mark's father passed away in 2009 unexpectedly and his mother passed away in 2010, Mark was listed on their accounts and assumed their debt. The bankruptcy was filed for $60,000 of debt. Mark Medlin demanded that all debtors be paid in full as part of the bankruptcy. Unfortunately, the bankruptcy settlement paid by Mark Medlin was a total of $120,000. The $60,000 was split to pay the debtors in full

demanded and the remaining $60,000 were added "fees" to the bankruptcy case charged to Mark Medlin to cover the California bankruptcy Attorneys for the Trustee Sam Leslie.

d. List Current officers and directors *Mark Medlin Owner/CEO Medlin Ramps, Jennifer Medlin Owner Supply Corp USA*

e. Applicant or any of its officers ever defaulted on any loans or financial obligation?
Mark Medlin had many defaulted loans during the economic crash of 2009 and through the passing away of his parents in 2009 and 2010. These loan defaults included both personal and business. Shortly after the economy crashed, Mark restructured his company and launched a national campaign to help Medlin Ramps rebuild and expand. The campaign proved to be very successful and profitable. This allowed Mark to bring ALL defaulted accounts current, if not paid in full.

f. Does the applicant have any loans or other financial obligations on which payments are *not current?*
All personal and business loans from Mark Medlin are current.

D) Community Aspects

a. What are the infrastructure needs at the community level, not yet in place or in process that will affect this project's application?
Complete electrical installation on exterior and interior

b. What specific incentives are being REQUESTED from the COMMUNITY (e.g. parcel of land, building lease, waiver of fees, utility access/extension)?

Property Tax Abatements _____	Industrial Revenue Bonds _____
Infrastructure Improvement _X__	Access to Loan Funds _____
Tax Increment Financing_____	Public Improvement Districts _____
Grey Water_____	Other Customized Incentives _____

Other ____

c. What specific incentives are being PROVIDED from the COMMUNITY (e.g. parcel of land, building lease, waiver of fees, utility access/extension)?
City LEDA

E) Job Creation/Performance

a. Outline the number and types of jobs to be created.

b. Outline the proposed pay scale and payroll proposed by the entity

c. Outline the benefits offered to the employees, including but not limited to health care and retirement?

d. Outline any efforts being made or proposed by the applicant to employment opportunities to people within the local employment pool

Totals Medlin Ramps & Supply Corp USA			Number of Jobs Created	
Job Title or Type	Estimated Pay Scale	At Start-up	Beginning of Year 2	Beginning of Year 3
Accounts Receivables (L)	$15	2	2	2
Accounts Payable (L)	$15	1	1	1
General Manager (L)(T)	$17	2	2	2
Purchasing Manager (L)	$16	2	2	2
Logistic Manager (L)	$16	2	2	2
Project (L)	$17	0	0	1
Marketing (L)	$16	2	2	3
Sales (L)	$16	1	1	2
CAD Drafter (L)	$15	2	2	2
Estimator/Contracts (L)	$16	1	1	1
Welder (L)	$14	17	17	25
Saw Operator (L)	$12	2	2	3
Shipping/Receiving Manager (L)	$12	2	2	2
Painter (L)	$10	3	3	4
Helper (L)	$10	3	3	6
Forklift Driver (L)	$12	1	1	1
Maintenance/Groundskeeper(L)	$10	1	1	1
Security (L)	$10	1	1	1
	Total No. of Jobs Created		45	61
	Total Estimated Payroll		$1,279,200	$1,691,000

See attached for detail breakout by company

Please indicate in the above chart which jobs will be:

- Fill locally (L)
- Fill by transfer from other facilities (T) or recruited from outside the COMMUNITY (R)

MEDLIN RAMPS 1 YEAR PLAN

OFFICE	SALES	SHOP
ACCOUNTS RECEIVABLE $15	MARKETING $16	WELDER $14 (12)
ACCOUNTS PAYABLE $15	SALES $16	SAW OPERATOR $12
GENERAL MANAGER (PROCESS/SAFETY) $17	CAD DRAFTER $15	SHIPPING/RECEIVING MANAGER $12
PURCHASING MANAGER $16		PAINTER $10 (2)
LOGISTIC MANAGER $16		HELPER $10 (2)
		FORKLIFT DRIVER $12
		MAINTANCE/GROUNDS KEEPER $10
		SECURITY $10

EMPLOYEMENT = 29

ANNUAL PAYROLL = $811,200

MEDLIN RAMPS 3 YEAR PLAN

OFFICE	SALES	SHOP
ACCOUNTS RECEIVABLE $15	MARKETING $16	WELDER $14 (15)
ACCOUNTS PAYABLE $15	SALES $16 (2)	SAW OPERATOR $12 (2)
GENERAL MANAGER (PROCESS/SAFETY) $17	CAD DRAFTER $15	SHIPPING/RECEIVING MANAGER $12
PURCHASING MANAGER $16		PAINTER $10 (2)
LOGISTIC MANAGER $16		HELPER $10 (3)
		FORKLIFT DRIVER $12
		MAINTANCE/GROUNDS KEEPER $10
		SECURITY $10

EMPLOYEMENT = 35

ANNUAL PAYROLL = $977,600

SUPPLY CORP USA 1 YEAR PLAN

OFFICE	SALES	SHOP
UNTS RECEIVABLE/PAYABLE $15	MARKETING/SALES $16	WELDER $14 (5)
GENERAL MANAGER (PROCESS/SAFETY) $18 (ISO INSPECTOR)	CAD DRAFTER $15	SHIPPING/RECEIVING MANAGER $12
PURCHASING MANAGER $16	ESTIMATER/CONTRACTS $16	PAINTER $10
LOGISTIC MANAGER $16		HELPER $10
		SAW OPERATOR $12

EMPLOYEMENT = 16

ANNUAL PAYROLL = $468,000

SUPPLY CORP USA 3 YEAR PLAN

OFFICE	SALES	SHOP
CCOUNTS RECEIVABLE/PAYABLE 15	MARKETING/SALES $16 (2)	WELDER $14 (10)
ENERAL MANAGER (PROCESS/SAFETY) 18 (ISO INSPECTOR)	CAD DRAFTER $15	SHIPPING/RECEIVING MANAGER $12
URCHASING MANAGER 1	ESTIMATER/CONTRACTS $16	PAINTER $10 (2)
MANAGER 1		HELPER $10 (3)
ROJECT MANAGER 17		SAW OPERATOR $12

IPLOYEMENT = 25

NUAL PAYROLL = $713,440

N/A

JOB RETENTION INFORMATION (IF APPLICABLE)

			Number of Retained/Impacted	
Job Title or Type	Estimated Pay Scale	At Start-up	Beginning of Year 2	Beginning of Year 3
		Total No. of Jobs Created		
		Total Estimated Payroll		

F)

Impacts (environmental, fiscal, economic, etc.)

a. Outline any impacts to the environment
   N/A
b. Status of permitting/regulatory matters needed for project
   In process
c. By request, NMEDD can provide the Economic Impact Analysis to address the impact to the local tax base, the school system, etc.)
   ___X_ Yes _____No

Any supplemental documents that are submitted to support the application are to be included with this application and noted as "exhibit 1, 2" etc.

A review of the application and its contents will be done by a committee put together for the express purpose of accomplishing due diligence in review of all applicable information, accomplish any validation needed as to qualifying entities eligibility, and provide a recommendation to City Staff and the City Commission; applicant will be advised of any missing or supplemental information needed. This process may take upwards of 60 to 90 day to complete. Applicant's patience and accommodation towards any additional items asked for is greatly appreciated.

CITY OF ALAMOGORDO

Individual AUTHORIZATION FOR EXAMINATION AND RELEASE OF INFORMATION

(if corporation, a different document will be provided)

I, Mark Medlin, hereby grant permission to the City of Alamogordo to conduct a review, full disclosure, and release of any and all information authorized pursuant to federal and state law. The purpose for obtaining and examining the information is to construct a record of my personal and professional history to ensure I meet the requirements the New Mexico Economic Development Department has established for recipients of State funds. I understand the investigation will be conducted by the New Mexico Economic Development Department, the New Mexico Department of Public Safety, or their contractors, and the results of the investigation will only be supplied to the New Mexico Economic Development Department.

I hereby grant the New Mexico Economic Development Department permission to obtain any information in my background pertaining to any credit (to include obtaining a copy of my credit report), education, investigation, arrest and/or conviction of myself in any criminal or civil matter. I also authorize an employee of the New Mexico Economic Development Department, as my authorized representative, to obtain from the New Mexico Taxation and Revenue Department any tax information that is in any way related to me or a company I own or have invested in. I hereby direct you to release such information upon the request of this bearer. I hereby release you as custodian of such records for any criminal justice, law enforcement or court agency, including its officers and employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, that may at any time result to the New Mexico Economic Development Department or the State of New Mexico because of compliance with this authorization and request to release information; or any attempt to comply with it.

1. The information reviewed, disclosed, and/or released may be used by the New Mexico Economic Development Department for any lawful purpose and/or to determine my or my company's suitability to receive funds from the State of New Mexico.

2. I hereby release the providers and users of the information collected pursuant to this authorization from any liability under state or federal privacy laws and further release the New Mexico Economic Development

Department, its contractors, agents, and/or employees from any liability which may be incurred as a result of the collection and use of information.

3. I understand I may revoke this authorization in writing at any time.

4. This authorization will automatically expire in 60 days from the date it is signed.

FULL NAME: Mark Medlin

SIGNATURE: [signature]

SSN: [redacted]

DOB: [redacted]

DATE: 12-11-2018

* PLEASE INCLUDE A PHOTO COPY OF THE INDIVIDUAL'S PHOTO ID.

Scribed and sworn to me on this ______ day of ______________, 20___, ________ County, New Mexico

Signed ______________________________
Notary Public

My Commission
Expires: ________________________

Mark Medlin

15503 San Ardo Circle, La Mirada, CA 90638
mark@medlinramps.com 714-366-5002

Education: St John Bosco 91, Cerritos College and University of Texas at El Paso

Positions Held: President of PTA for Heights Christian Intermediate and Junior High for 5 years. Board Member for Heights Christian Schools for 6 years and currently hold the position of Chairman of the board for the past 3 years. Heights Christian Schools has been a very successful private Christian Educational organization. They were established in 1981 and have now grown to seven locations among LA and Orange county, with an annual revenue over $17 million dollars.

Athletics: Participated in football, basketball and track in high school. Received a scholarship to play football to UTEP. Coached Varsity football at Whittier Christian High School for 3 years. Coached Girls Basketball at Heights Christian Schools for 5 years. I currently help train girls at SoCal Juniors Volleyball Club in speed and strength.

Faith: I have been a Christian since I was 8 years old. During college, I was a member of FCA, Fellowship of Christian Athletes. I currently attend Sea Coast Grace Church in Cypress. I also serve as a volunteer/lieutenant for an outreach, The Compton Initiative, for the past 6 years.

Business: I am the owner of Medlin Ramps, a 27-year-old steel manufacturing company in the Material Handling Industry. As CEO, I oversee all Sales and Marketing Divisions. Medlin Ramps has experienced great success, and in 2015 became the first US manufacturer of Steel Yard Ramps with multiple manufacturing locations across the United States. I have also owned and sold a Harley Davidson motorcycle repair shop named, Complete Motor Solutions in Huntington Beach. I have experience in buying and selling in the residential and commercial markets.

Family: I currently reside in La Mirada with my amazing wife of 22 years, Jennifer, and two daughters, Lauren and Brooke not to exclude our 5-year-old golden retrievers, Bosco and Roxy. My daughter, Lauren, is a Freshman at Chapman University and my youngest daughter, Brooke, is a Junior at Whittier Christian High School. Both of my daughters have excelled in the classroom and on the volleyball court as well as their involvement in student council and school committees.

Strengths: My strengths would be best stated as administrative and visionary. My administrative strength comes from leadership and organization skills that I have achieved through owning my own business'. I like to keeping to the task on hand and use my time wisely. My visionary strength is that of consistently preparing for the future by setting goals and meeting them in a timely matter. As CEO of an Industry leading company, I must stay ahead of manufacturing restraints and challenges to exceed my customer's needs. As the Chairman of one of the largest independent Educational Institute in America, Heights Christian Schools, I am in constant search for the best answers regarding the social media world, transgender issues as well open prayer in schools.

Jennifer Medlin

15503 San Ardo Circle, La Mirada, CA 90638
jennifer@medlinramps.com 714-366-4170

Education: Walnut High School class of 1990, Cerritos College Degree graduated with an Associate of Arts Degree in the studies of Sports Medicine and Physical Therapy.

Positions Held: Assistant to the Medical Director at the Physical Therapy Rehab Center for 2 years. Teacher for New Beginning Church Sunday School for 5 years. Co-Youth Director at New Beginning Church for 4 years. Event Coordinator of PTA program for Heights Christian Intermediate and Junior High for 4 years. Vice President of PTA for Heights Christian Junior High for one year.

Faith: I have been a Christian since my sophomore year of high school. I was a member of Student Life in High School and ran local events for high school students in our community. I currently attend Sea Coast Grace Church in Cypress, CA. I also serve as a volunteer for a community outreach program called, The Compton Initiative, held in Compton, CA for the past 6 years.

Business: I have been employed by Medlin Ramps for the last 22 years. Medlin Ramps is owned by my husband, Mark Medlin. Medlin Ramps is a 28-year-old steel manufacturing company in the Material Handling Industry. I have developed in many areas of business as the company grown over the years. I have had the opportunity to be a part of the following departments: Purchasing, Accounting, Sales, Shipping and Quality Control Inspection. My current corporate role, since 2004, is to oversee the daily accounts in the Finance department. My direct job is to balance the Medlin Ramps rapid sales growth with new accounts and meet the deadline of vendor payments.

Family: I currently reside in La Mirada, CA with my husband, Mark, of 22 years. I have two daughters, Lauren and Brooke. Also residing in our home are two golden retrievers named Bosco and Roxy. My daughter, Lauren, is a Freshman at Chapman University in Orange, CA studying medicine. Lauren works with the local community tutoring elementary children in math and reading. My youngest daughter, Brooke, is a Junior at Whittier Christian High School and is the assistant to the ASB Director and a member of the National Honor Society, Vice President of the Fashion club at her school and plays volleyball. Both of my daughters have excelled in the classroom and in sports as well as their involvement in student government and school committees. I am very proud of their integrity and accomplishments.

Strengths: My strengths would be best stated as I am goal orientated, passionate and diligent. I achieve my goals by maintaining a structured timeline and research what I don't know to achieve the best results for the task. I am passionate about life and do not take it for granted, this has taught me to be grounded and successful. I have set the highest standards for my family and business life in order to achieve success where it counts, integrity. I have a wide variety of work experience and in each task given I strive to give the best of myself in order to have a successful outcome.

FORM IX

BY - LAWS
OF
Merlin Ramps

OFFICES
ARTICLE I.

Section 1.
Office. The office of the corporation will be located in Santa Fe Springs, CA.

Section 2.
Additional Offices. The corporation may also have offices and places of business at such other places as the Board of Directors may from time to time determine or the business of the corporation may require.

MEETINGS OF SHAREHOLDERS
ARTICLE II.

Section 1
Place of Meetings. The annual meeting of the shareholders for the election of directors and all special meetings of shareholders for that or for any other purpose may be held in such place within or without the State of CA as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2.
Date of Annual Meetings. The annual meeting of shareholders shall be held on the 10TH of January of each year, if not a legal holiday, and if a legal holiday then on the next business day following, at which they shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 3.
Notice of Annual Meeting. Written notice of the annual meeting, the place, date and hour of the meeting shall be given personally or by mail to each shareholder entitled to vote thereat, not less than 8 (DAYS) nor more than 5 (DAYS) days prior to the meeting.

Section 4.
Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chairman of the Board, if any, the President or the Board of Directors, and shall be called by the President or the Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of shareholders owning at least 1/4 percent (25 %) in amount of the shares of stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 5.
Notice of Special Meeting. Written notice of a special meeting of shareholders, stating the place, date and hour of the meeting, the purpose or purposes for which the meeting is called and at whose direction it is being issued, shall be given personally by mail to each shareholder entitled to vote thereat, not less than 8 (DAYS) nor more than 5 (DAYS) days prior to the meeting.

Section 6.
Quorum. Except at otherwise provided by the Certificate of Incorporation, the holders of a majority of the shares of stock of the corporation issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be requisite for and shall constitute a quorum at all meetings of the shareholders for the transaction of business. If, however, such quorum shall not be perfect or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business as may be transacted which might have been transacted at the meeting as originally noticed.

Section 7.
Presiding Officer; Order of Business. Meetings of the stockholders shall be presided over by the Chairman of the Board, or, if he or she is not present, by the Chief Executive Officer, or if he or she is not present, by the President, or if he or she is not present, by a Vice-President, or if neither the Chairman of the Board nor the Chief Executive Officer nor the President or a Vice-President is present, by a chairman to be chosen by a majority of the shareholders entitled to vote at the meeting who are present in person or by proxy. The Secretary of the Corporation, or, in his or her absence, an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present, the shareholders present at the meeting shall choose any person present to act as secretary of the meeting.

The order of business shall be as follows:

i. Call to order of meeting

ii. Proof of notice of meeting

iii. Reading of minutes of last previous annual meeting

iv. Reports of officers

v. Reports of committees

vi. Election of directors

vii. Miscellaneous business

Section 8.
Voting. At any meeting of the shareholders every shareholder having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such shareholder. Except as otherwise provided by law or the Certificate of Incorporation, each shareholder of record shall be entitled to one vote for every share of such stock standing in his name on the books of the corporation. All elections shall be determined by a plurality vote, and except as otherwise provided by law or the Certificate of Incorporation, all other matters shall be determined by vote of a majority of the shares present or represented at such meeting and voting on such questions.

Section 9.
Proxies. Every proxy must be executed in writing by the shareholder or by his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless it shall have specified therein its duration. Every proxy shall be revocable at the pleasure of the person executing it or of his personal representatives or assigns, except in those cases where an irrevocable proxy is permitted by law.

Section 10.
Consents. Whenever by any provision of statute or of the Certificate of Incorporation or of these by-laws, the vote of shareholders at a meeting thereof is required or permitted to be taken in connection with any corporate action, the meeting and vote of shareholders may be dispensed with, if all the shareholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken.

Section 11.
List of Shareholders. A complete list of the shareholders of the Corporation entitled to vote at the ensuing meeting, arranged in alphabetical order, and showing the address of the number of shares owned by each shareholder shall be prepared by the Secretary, or other

officer of the Corporation having charge of the Stock Transfer Books. This list shall be kept on file for a period of at least __________

(___) days prior to the meeting at the registered office of the Corporation in the State of _________________ and shall be subject to inspection during usual business hours by any shareholder. This list shall also be available at the meeting and shall be open to inspection by any shareholder at any time during the meeting.

The original Stock Transfer Books shall be prima facie evidence of which shareholders are entitled to examine the list or to vote at any meeting of the shareholders.

Failure to comply with the requirements of this Section shall not affect the validity of any action taken at any meetings of the shareholders.

DIRECTORS
ARTICLE III.

Section 1.
Number; Tenure; Removal. The number of directors which shall constitute the entire board shall be fixed and may be altered by resolution adopted by a vote of a majority of the entire Board of Directors, or by the shareholders.

Directors shall be elected at the annual meeting of the shareholders, except as provided in Section 2 of this Article III, and each director shall be elected to serve until his successor has been elected and has qualified.

Any director may resign at any time. The Board of Directors may, by majority vote of all directors then in office, remove a director for cause.

Section 2.
Vacancies. If any vacancies occur in the Board of Directors by reason of the death, resignation, retirement, disqualification or removal from office of any director, or if any new directorships are created, all of the directors then in office, although less than a quorum, may, by majority vote, choose a successor or successors, or fill the newly created directorship, and the directors so chosen

shall hold office until the next annual election of directors and until their successors shall be duly elected and qualified, unless sooner displaced; provided, however, that if in the event of any such vacancy, the directors remaining in office shall be unable, by majority vote, to fill such vacancy within thirty (30) days of the occurrence thereof, the President or the Secretary may call a special meeting of the shareholders at which a new Board of Directors shall be elected to serve until the next annual election of directors and until their successors shall be duly elected and qualified, unless sooner displaced.

MEETINGS OF THE BOARD
ARTICLE IV.

Section 1.
Place. The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of CA.

Section 2.
First Meetings. The first meeting of each newly elected Board of Directors shall be held at the same place as and immediately following the annual meeting of shareholders, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event such meeting is not held at the time and place so fixed, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meeting of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 3.
Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 4.
Special Meetings. Special meetings of the board may be called by the Chairman of the Board, if any, or by the President or Vice President on two days' notice by mail or on one day's notice personally by telephone or by telegram to each director; special meetings shall be called by the Chairman, President, Vice President or Secretary in like manner and on like notice on the written request of two directors.

Section 5.
Quorum. At all meetings of the board a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors either in person or by telephone conference call, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6.
Action. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all of the members of the Board or committee consent in writing to the adoption of a resolution authorizing such action. The resolution and written consents thereto by the members of the Board or committee shall be filed with the minutes of the proceeds of the Board or committee. Any one or more members of the Board of Directors or any committee there may participate in a meeting of such board or committee by means of a conference telephone or similar means of communications equipment allowing all persons participating to hear each other at the same time. Participation by such method shall constitute presence in person at the meeting.

Section 7.
Compensation. Each director shall be entitled to receive as compensation for his services such sum as shall from time to time be fixed by resolution of the Board, and each director shall be entitled to reimbursement for all traveling expenses incurred by him in attending any such meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 8.
Dividends. Subject always to provisions of law and the Certificate of Incorporation, the Board of Directors shall have full power to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be so declared and paid to the shareholders of the Corporation. The Board of Directors may fix a sum which may be set aside over and above the paid-in capital of the Corporation for working capital or as a reserve for any proper purpose, and from time to time may increase, diminish, and vary this fund in the Board's absolute judgment and discretion.

COMMITTEES OF DIRECTORS
ARTICLE V.

Section 1.
Creation. The Board of Directors may, by resolution or resolutions adopted by a majority of the entire Board, designate one or more committees, each committee to consist of two or more of the directors, which, to the extent provided in said resolution or resolutions and within the limitations prescribed by statute, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it.

NOTICES
ARTICLE VI.

Section 1.
Form; Delivery. Notices to directors and shareholders shall be in writing and may be delivered personally or by mail. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the post office or a letter box, in a postpaid sealed wrapper, and shall be addressed to directors or shareholders at their addresses appearing on the records of the corporation, unless any such director or shareholder shall have filed with the Secretary of the corporation a written request that notices intended for him be mailed to some other address, in which case the notice shall be mailed to the address designated in such request. Notice to directors may also be given by telephone or by telegram.

Section 2.
Waiver. Whenever a notice is required to be given by any statute, the Certificate of Incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated thereon, shall be deemed equivalent thereto.

OFFICERS
ARTICLE VII.

Section 1.
Officers. The officers of the corporation shall be a President and one or more Vice Presidents, a Secretary and a Treasurer. Any two or more offices may be held by the same person, except the offices of President and Secretary. The Board of Directors may also elect a Chairman of the Board and may elect or appoint such other officers as it may determine.

Section 2.
Term of Office; Removal. All officers shall hold office for such term as may be prescribed by the Board of Directors. Any officer elected or appointed by the board may be removed with or without cause at any time by the board.

Section 3.
Compensation. The compensation of all elected officers of the corporation shall be fixed by the Board of Directors, and the compensation of appointed officers and agents shall either be so fixed or shall be fixed by officers thereunto duly authorized.

Section 4.
Vacancies. If the office of any officer becomes vacant for any reason, the Board of Directors may fill such vacancy. Any officer so appointed or elected by the board shall serve only until such time as the unexpired term of his predecessor shall have expired unless reelected or reappointed.

Section 5.
The Chairman of the Board. If there be a Chairman of the Board of Directors, he shall preside at all meetings of the shareholders and directors and shall have such other powers and duties as may from time to time be assigned by the board.

Section 6.
The President. The President shall be the Chief Executive Officer of the corporation. In the absence of the Chairman of the Board, or if there be no Chairman, he shall preside at all meetings of the shareholders and directors. He shall be ex-officio a member of all standing committees, have general and active management and control of the business and affairs of the corporation subject to the control of the Board of Directors, and shall see that all orders and resolutions of the board are carried into effect. The President shall execute in the name of the corporation all deeds, bonds, mortgages, contracts, and other instruments requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

Section 7.
The Vice President. The Vice President, if any, or, if there be more than one, the Vice Presidents, in the order of their seniority or in any other order determined by the board shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall generally assist the President and perform such other duties as the Board of Directors shall prescribe.

Section 8.
The Secretary. The Secretary shall attend all meetings of the board and all meetings of the shareholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall act. He shall keep in safe custody the seal of the corporation and, when authorized by the board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary or Treasurer. He shall keep in safe custody the certificate books and stock bonds and such other books and papers as the board may direct and shall perform all other duties incident to the office of Secretary.

Section 9.
The Assistant Secretaries. The Assistant Secretaries, if any, in order of their seniority, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 10.
The Treasurer. The Treasurer shall have the care and custody of the corporate funds, and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the President and directors, at the regular meetings of the board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 11.
The Assistant Treasurer. The Assistant Treasurers, if any, in the order of their seniority, shall, in the absence or disability of the Treasurer, perform the duties and exercise the power of the Treasurer and shall perform such other duties as the Board of Directors shall prescribe.

Section 12.
The Controller. The Controller, if any, shall maintain adequate records of all assets, liabilities and transactions of the corporation and shall have adequate audits thereof currently and regularly made. In conjunction with other officers, he shall initiate and enforce measures and procedures whereby the business of the corporation shall be conducted with the maximum safety, efficiency and economy.

Section 13.
Voting of Securities. Unless otherwise ordered by the Board of Directors, the Chairman or the President shall have full power and authority on behalf of the corporation to vote in person or by proxy at any meetings of the stockholders of any corporation in which the Corporation may hold stock, and at any such meetings shall possess and may exercise any and all rights and powers incident to the ownership of such stock. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

SHARE CERTIFICATES
ARTICLE VIII.

Section 1.
Form: Signatures. The certificates for shares of the corporation shall be in such form as shall be determined by the Board of Directors and shall be numbered consecutively and entered in the books of the corporation as they are issued. Each certificate shall exhibit the registered holder's name and the number and class of shares, and shall be signed by the Chairman of the Board, President or a Vice President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, and shall bear the seal of the corporation. In case any officer or officers who have signed shall cease to be such officer or officers of the corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been delivered by such corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates had not ceased to be such officer or officers of the corporation.

Section 2.
Lost Certificates. The Board of Directors may direct a new share certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond on such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 3.
Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of CA.

Section 4.
Record Date. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action affecting the interests of shareholders, the Board of Directors may fix, in advance, a record date. Such date shall not be more than 8 (DAYS) nor less than 5 (DAYS) days before the date of any such meeting, nor more than 8 (DAY) days prior to any other action. In each such case, except as otherwise provided by law, only such persons as shall be shareholders of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting and any adjournment thereof, or to express such consent or dissent, or to receive payment of such dividend, or such allotment of rights, or otherwise to be recognized as shareholders for the related purpose, notwithstanding any registration of transfer of shares on the books of the corporation after any such record date so fixed.

GENERAL PROVISIONS
ARTICLE IX.

Section 1.
Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 2.
Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 3.
Corporate Seal. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, MEDLIN RAMPS". The seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

AMENDMENTS
ARTICLE X.

Section 1.
Power to Amend. The Board of Directors shall have the power to amend, alter, or repeal these by-laws, and to adopt new by-laws, from time to time, by an affirmative vote of a majority of the whole Board as then constituted, provided that notice of the proposal to make, alter, amend, or repeal the by-laws was included in the notice of the directors' meeting at which such action takes place. At the next shareholders' meeting following any action by the Board of Directors, the shareholders, by a majority vote of those present and entitled to vote, shall have the power to alter or repeal by-laws newly adopted by the Board of Directors, or to restore to their original status by-laws which the Board may have altered or repealed, and the notice of such shareholders' meeting shall include notice that the shareholders will be called on to ratify the action taken by the Board of Directors with regard to the by-laws.

Section 2.
Amendment Affecting Election of Directors. If any by-laws regulating an impending election of directors is adopted, amended or repealed by the board, there shall be set forth in the notice of the next meeting of shareholders for the election of directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

INDEMNIFICATION
ARTICLE XI.

Indemnification of Directors and Officers. The Corporation shall indemnify each of its directors, officers, and employees whether or not then in service as such (and his or her executor, administrator, and heirs), against all reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any litigation to which the individual may have been made a party because he or she is or was a director, officer, or employee of the Corporation. The individual shall have no right to reimbursement, however, in relation to matters as to which he or she has been adjudged liable to the Corporation for negligence or misconduct in the performance of his or her duties, or was derelict in the performance of his or her duty as director, officer or employee by reason of willful misconduct, bad faith, gross negligence or reckless disregard of the duties of his or her office or employment. The right to indemnity for expenses shall also apply to the expenses of suits which are compromised or settled if the court having jurisdiction of the matter shall approve such settlement.

The foregoing right of indemnification shall be in addition to, and not exclusive of, all rights to which such director, officer or employee may be entitled by law or otherwise.

Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
VAu 1-210-567
Effective Date of Registration:
June 03, 2013

Title

Title of Work: Medlin Yard Ramp I

Nature of Claim: drawing

Completion/Publication

Year of Completion: 2010

Author

- **Author:** Mark Medlin
  Author Created: Technical drawing
  Work made for hire: No
  Citizen of: United States
  Year Born: 1972
  Anonymous: No
  Pseudonymous: No

Copyright Claimant

Copyright Claimant: Mark Medlin
Medlin Ramps, 14902 Marquardt, Santa Fe Springs, California

Certification

Name: Cara J. Hagan
Date: April 24, 2013

Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
VAu 1-182-474

Effective date of registration:
June 11, 2013

Title

Title of Work: Medlin Yard Ramp 2
Nature of Work: drawing

Completion/Publication

Year of Completion: 2010

Author

- **Author:** Medlin Equipment, Inc.
  Author Created: Technical drawing
  Work made for hire: No
  Citizen of: United States
  Year Born: 1972
  Anonymous: No **Pseudonymous:** No

Copyright claimant

Copyright Claimant: Medlin Equipment, Inc.
14902 Marquardt, Santa Fe Springs, CA

Certification

Name: Cara J. Hagan
Date: April 24, 2013

Correspondence: Yes

Medlin Ramps

Medlin Equipment, Inc.

CALL US: 877-4-MEDLIN

&

Supply Corp USA Business Plan November 2018

Mark Medlin
Medlin Ramps
14903 Marquardt Avenue
Santa Fe Springs, CA 90670
(562) 229-1991
mark@medlinramps.com

Table of Contents

The New Mexico Small Business Development Center has prepared this business plan and the financial projections from information communicated by the client. We are not licensed by the State of New Mexico to practice public accounting and can therefore give no opinion or assurance on these statements.

Executive Summary

Medlin Ramps is an existing manufacturing corporation located in Santa Fe Springs, California. Founded in 1991 by Don and Marilyn Medlin, the business was transferred to their son, Mark Medlin in 1995. In February of 2015, Mark Medlin opened a second location on the East Coast in Lexington, North Carolina. Medlin Ramps produces material handling equipment from steel and sells their products throughout the United States and online. Currently, the company is profitable company and has approximately 20 employees. With plants on both the east and west coasts, Mr. Medlin feels the time is right to open a third location, with the goal of capturing the market in Middle America. In addition, there are space constraints at the Santa Fe Springs plant. Properties in California are priced too high and Medlin Ramps cannot consider relocating to a larger facility in California. The proposed site for the third location is Alamogordo, New Mexico. The proposed new location will operate as a separate, standalone business under the umbrella of Medlin Ramps, with a projected opening date of May 2019.

Four products are expected to be manufactured in Alamogordo: two types of yard ramps, dock boards and false docks. The products will be manufactured in Alamogordo and shipped to customers or shipped back to Santa Fe Springs and placed in inventory. The plant in Santa Fe Springs is having difficulty keeping up with the demand and will be able to sell any items shipped back to them. Supplies will be obtained locally when possible, with a second option of purchasing supplies within the State of New Mexico or nearby El Paso, Texas.

A second manufacturing company, Supply Corp USA, will also be opened in the first year of doing business in Alamogordo. Supply Corp USA will manufacture products specifically aimed at the needs of Holloman Air Force Base (AFB), White Sands Missile Range, Fort Bliss, other military installments and government entities. The products will focus on structural metal products manufacturing, however the company will not be limited to those products and will be also be producing paper goods and other products that would be beneficial to military installations. This second manufacturing company will be owned and operated by Jennifer Medlin. This business will be woman owned and located in a Hubzone. The tag line for Supply Corp USA is "***Serving Those Who Serve Us***".

The owner and CEO of Medlin Ramps is Mark Medlin. Mark ensures that his company excels at customer service and the design of all of its products. He has increased sales at Medlin Ramps making the company number two in the US in the manufacturing and sales of ramps. Medlin Ramps has held this position for several years. With the opening of the Alamogordo location, the goal is to become number one by fall of 2019, producing and selling 400 or more ramps per year. Under Mark Medlin's leadership, the business has become the first US manufacturer of steel yard ramps with multiple manufacturing locations.

Mr. Medlin is the owner and CEO of Medlin Ramps and oversees the Sales and Marketing Divisions of Medlin Ramps. Mark has a Bachelor's Degree in Business from the University Texas at El Paso (UTEP) and has over 20 years' experience at Medlin ramps. In addition, he has been President of the PTA, Chairman of the Board and board member for the Heights Christian Schools in California helping to manage revenues of over $17 million annually. Mark is a visionary and an entrepreneur. He is strategic and organized by nature and stays ahead of manufacturing restraints and challenges to ensure his customers are happy. "Customer is King" was his dad's motto and one Mark ensures that Medlin Ramps continues to live by. The tag line is "***All Day-Every Day***".

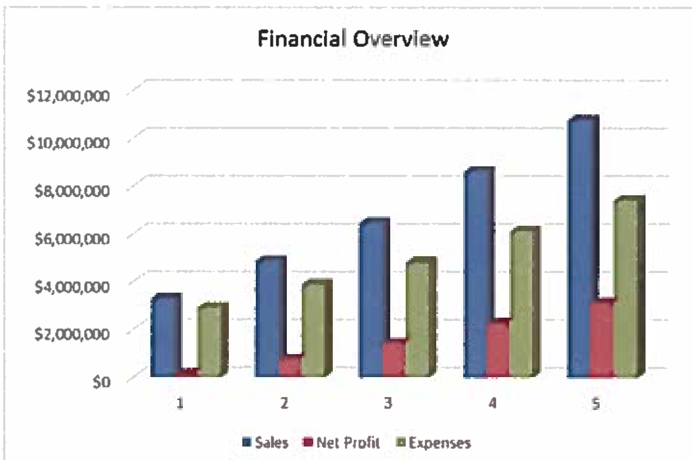
Jennifer Medlin, is the owner of Supply Corp USA. Jennifer has been employed with Medlin Ramps for the past 22 years. She has experience in purchasing, accounting, sales, shipping and quality control inspection. She is currently working in the Finance department where she oversees daily accounts, balances the rapid sales growth with new accounts and meets the deadline of vendor payments.

Mr. Medlin is proposing to purchase the property at the corner of Highway 70 West and Highway 54 South (1900 Highway 54 S) in Alamogordo, NM. The price of the property (buildings and land) is $2.5 million. The property will need a new roof, new power, and will be renovated to a state-of-the-art fabrication facility. Remodeling costs are expected to be approximately $1 million.

Mark is requesting LEDA funds of $3.5 million for the purchase of the land and buildings and the rehabilitation of the property. Mark has put $50,000 down in earnest money on the Alamogordo property and will use his Medlin LLC building in California as collateral/security (valued at $3 million) for LEDA funds. In addition, Mark will self-fund the remaining of the start-up expenses for the two businesses ($183,500). Mark expects to hire a total of 29 employees in Year 1, 35 total employees by Year 3 and 47 total employees by Year 5. With the exception of a foreman, jobs will be filled locally.

Mark Medlin is committed to bringing his manufacturing facility to Alamogordo, NM. The project will consist of three phases with **Phase I** consisting of the buildup and production of four of Medlin Ramps' products. **Phase II** will consist of the startup of a woman-owned business, Supply Corp USA. This business will be owned by Jennifer Medlin and occur within Year 1. Finally, **Phase III** consists of relocating a portion of the East Coast Division to Alamogordo to manufacture backhoes, diggers, digger buckets and tow behind trailers.

Mark Medlin will ensure that Medlin Ramps Alamogordo is not just a business, but a community family member. Not only will the business create jobs, but Mark plans to change the lives of many young people through an apprenticeship welding program.



Keys to Success

Keys to Success include the following:

1. Obtain LEDA funding in the amount of $3.5 million for purchase of land and buildings and remodeling costs.
2. Install new roof, repair facility and install electrical system.
3. Relocate necessary equipment and inventory.
4. Prepare facility for manufacturing.
5. Hire and train employees.
6. Begin production.
7. Open second phase of manufacturing facility under the name Supply Corp USA, producing goods for Holloman AFB and White Sands Missile Range.

Description of Business

Medlin Ramps has been the leading Material Handling Solutions manufacturer in the US since 1991, with a goal to serve the world one customer at a time. Their long term commitments are to offer the highest quality products and to provide customer service that is second to none. This formula has helped Medlin Ramps to acquire and retain customers such as Home Depot, military contracts, and major forklift dealerships.

Medlin Ramps has provided quality products to the largest companies in the nation, but still believes that size doesn't matter. Medlin has devoted attention to customer service and treats each customer with equal importance.

The company was founded in 1991 by Don Medlin with a business belief that "Customer is King". This ethic has proven to be a successful way of doing things. Medlin Ramps understands that without customers the company would not exist. The Medlin team believes that going the extra mile is just a standard procedure. Medlin Ramps' knowledgeable team provides solid solutions to all material handling needs.

Medlin Ramps has been dominating ramp manufacturing in the West for the past eight years. With two current locations, in California and North Carolina, the company is ready to target the middle portion of the United States. Alamogordo, New Mexico is a prime location for a third facility and puts Medlin Ramps geographically closer to the current largest ramp manufacturer in the nation. That competitor, Bluff Manufacturing, is located in Fort Worth, Texas. Bluff has been the leader of ramps throughout the United States for the past 50 years, but will soon not be able to compete with Medlin Ramps' three manufacturing locations.

Medlin Ramps has an online website where its products can be purchased. The website is located at https://medlinramps.com.

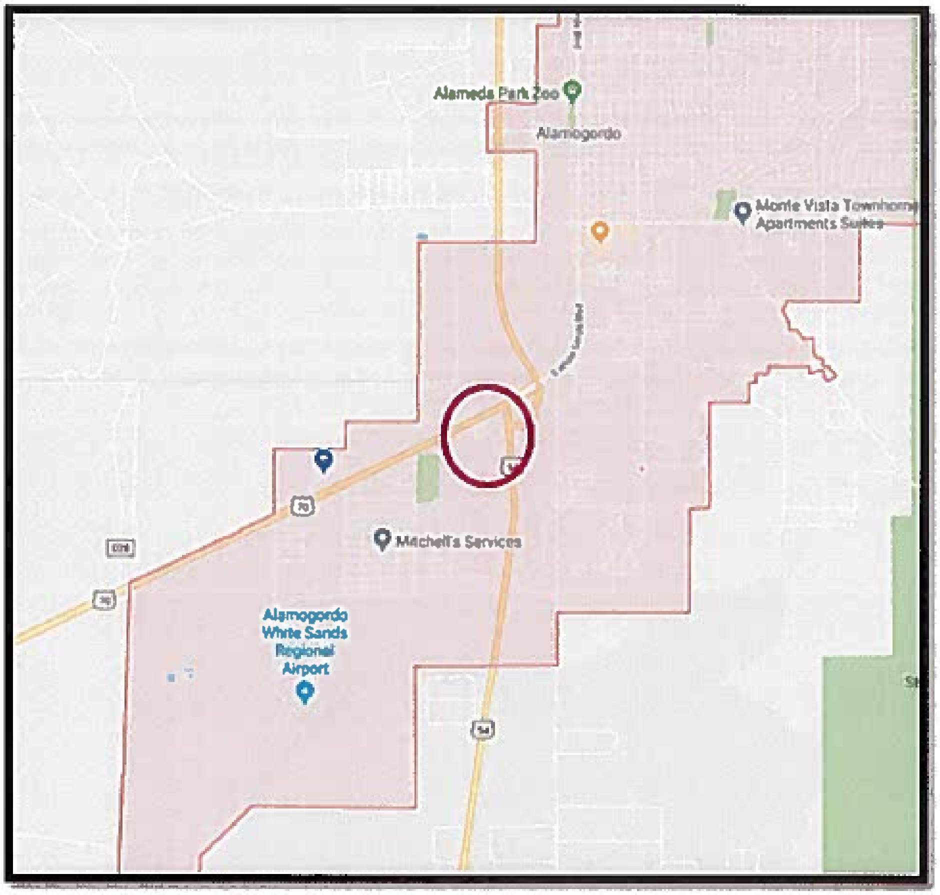
Proposed Alamogordo Expansion

Medlin Ramps proposes to bring their third location to Alamogordo, NM. Mr. Medlin is familiar with the area as he went to college in nearby El Paso and has family who live in the area. The new location will allow Medlin Ramps to cover more market share and allow a new marketing campaign to be started providing products to the Middle Division of the United States. The proposed expansion will allow Medlin Ramps to get geographically closer to its customers, thereby lowering freight costs to the end user.

Medlin Ramps needs to secure a large building with land. Medlin Ramps is proposing to purchase the buildings (87,150 total square feet) and land (25 acres) on the Southwest corner of the intersection of Highway 54 South and Highway 70 West (see following map). The address of the property is 1900 Highway 54 S. The buildings were built in 1988 and originally housed a Walmart. It is zoned commercial and has a 529-space parking lot. The main building (65,000 square feet) has an additional 4 suites attached to it. These suites range in size from 980-6,000 square feet. In addition, there is a separate building (previously utilized as a video store) which will provide an additional 6,650 square feet. The purchase price of the buildings and land is $2.5 million with remodeling costs expected to be an additional $1 million. The projected closing date on the purchase is February of 2019, and the projected opening date is May of 2019.

The local Walmart store was moved to a more central location in town, and the buildings which previously housed the old Walmart have remained unoccupied for almost 20 years. The property has become an eye sore as well as a problem for the city and needs attention.

Proposed Location of Medlin Ramps – Alamogordo Expansion



Photos of Proposed Property – 1900 Highway 54 S, Alamogordo, NM

Required Renovations

The main building will require some repairs prior to the opening of Medlin Ramps to ensure that the facility meets code requirements and is safe for employees. Medlin Ramps will redesign the building's interior to allow for the greatest production and profit. The following repairs are needed and estimated to cost $1 million:

- New roof on the 65,000 square foot building
- Repair of structural damage
- Repair of structural settling from water damage
- Complete electrical installation on exterior and interior

Phases

The proposed expansion of Medlin Ramps Alamogordo will occur in three phases. A brief description of the phases follows:

Phase I – Phase I includes renovating the proposed property (large building only), preparing for the manufacturing of four of Medlin Ramp's products and the production of those products. This phase will occur immediately in Year 1.

Phase II – Phase II consists of the startup of a second manufacturing business called Supply Corp USA. This business will be owned by Jennifer Medlin and will manufacture goods for government contracts specializing in welded materials such as gates and fences but will also include other goods such as paper towels, toiletries, etc. This phase will occur within the first year. The tag line for Supply Corp USA is "***Serving Those Who Serve Us***".

Phase III – Phase III will consist of relocating a portion of the East Coast division to Alamogordo. Products to be manufactured will include backhoes, diggers, digger buckets and tow behind trailers. The estimated completion date is 2020.

Strategy and Implementation

The following milestones need to occur for the successful startup of Medlin Ramps Alamogordo:

Description	Estimated Completion Date
Obtain Appraisal	11/2018
Put down earnest money	Complete
Obtain LEDA funding	12/2018
Close on property	2/2019
Remodel property	3/2019
Relocate key staff	3/2019
Relocate equipment and inventory	4/2019
Hire and train staff	5/2019
Begin production of Medlin Ramps Alamogordo	5/2019
Complete startup of Supply Corp USA	1/2020

Hours of Operation

The proposed location will operate five days per week (Monday-Friday) operating over two shifts. Hours will be 7:00 am to 5:00 pm.

Suppliers

Medlin Ramps will purchase large amounts of raw metal stock, serrated grating and welding supplies from Alamogordo and the local area if available. Large quantities of paint and painting supplies, as well as many other supplies, will be purchased locally through Home Depot, Lowes and Harbor Freight. Any items not available locally will be sourced from El Paso, Texas.

Future Plans

Because the property is large (approximately 25 acres), the prospects of additional revenues for Medlin Ramps is significant. These potential revenues would come from leasing the unused space. Potential lessees could include:

1. **Truck Stop –** Loves' Truck Stop has previously put in a proposal to purchase a portion of the property on the south end of the property. Other companies have also been interested in the property for trucking needs and would possibly be interested in leasing the space.
2. **U-Haul Station** – This would be a prime location for a permanent U-Haul facility. The area is large enough to hold an inventory of U-Haul vehicles and trailers.
3. **Film Office 47** –This office will fulfill an existing need for traveling film studios. The facility will have a Starbucks feel with an open floor plan, small tables, couches and a large 20-person meeting table in the center of the room. The trendy rental space will have high speed internet and a commercial grade coffee/espresso machine for late-night meetings. The name Film Office 47 is a tribute to New Mexico becoming the 47th state of the Union. The tag line for Film Office 47 is "***Where Everyone has a Role***".
4. **Drive Through Coffee Shop** – The area would lend itself nicely as a drive through coffee shop such as Starbucks or another brand.

5. **Fast Food Restaurants** – There is additional room for fast food restaurants and Mr. Medlin will reach out to Panda Express or Chik-Fil-A as two potential restaurants.

Business History

Founded in 1990 by Don and Marilyn Medlin in Whittier, California, the business was transferred to Mark Medlin in 1995. The business is incorporated as a C-Corporation and is currently located in Santa Fe Springs, California. In February of 2015, a second location opened in Lexington, North Carolina. The second location has over 40 employees, ten of which report directly to the head office. The Santa Fe Springs office has 17 employees. Medlin Ramps is the only company that has two ramp manufacturing locations and will soon have a third.

The Medlin Ramps manufacturing facility is located in Santa Fe Springs, California. A massive tonnage of material is used to produce a wide range of products, both stocked and custom:

- Steel dock boards and plates
- Portable yard ramps, Stationary yard ramps
- Man baskets
- Jib booms
- Load backrests
- Order picker platforms
- Trailer spotters

Company Ownership/Legal Entity

Mr. Medlin is the owner and CEO of **Medlin Ramps**, a 28-year-old steel manufacturing company that produces material handling equipment. Mark oversees the Sales and Marketing Divisions of Medlin Ramps. With Mark's management of the business, the business became the first US manufacturer of steel yard ramps with multiple manufacturing locations across the United States.

He previously owned and sold a Harley Davidson motorcycle repair shop and has experience in buying and selling in the residential and commercial markets. His strengths are leadership, organization and time management skills. He is a visionary and entrepreneur. He understands the complexity of manufacturing restraints and lag times and always challenges himself to exceed his customers' needs. The business is a C-Corporation, with Mark Medlin acting in the capacity of CEO.

Jennifer Medlin is owner of **Supply Corp USA**. Jennifer has been employed with Medlin Ramps for the past 22 years. She has experience in all aspects of running a manufacturing business.

Manufacturing

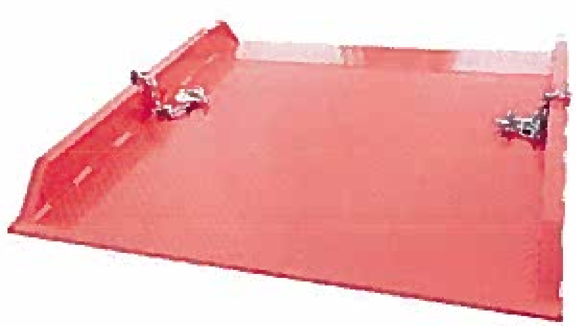
Medlin Ramps will manufacture ramps and dock boards at the Alamogordo, NM location along with Supply Corp USA products. Once the facility has been remodeled, a layout will be produced for the most efficient production floor. Mr. Medlin expects to have a minimum of 4 ramp stations each with a 3-person crew. Steel plates will be received at the docking area and moved by a forklift to each work station where the welding will be completed prior to the product being prepared for shipping.

Medlin Ramps Products

Products to be manufactured at the Alamogordo, NM location include dock boards and yard ramps.

Dock Boards - Moving product in and out of containers is a snap with Medlin dock boards. Unlike an edge of a dock, a dock board can be relocated to accommodate multiple door warehouse applications. Heavy duty diamond plates are featured with welded side curbs for superior strength. The lifting chains can easily move the dock board to the desired location. Standard dock designs are offered with capacities ranging from 10,000-30,000 pounds.

Medlin Ramps Dock Boards



Yard Ramps – The production of yard ramps includes both stationary and mobile yard ramps.

1. **Stationary Yard Ramps -** The Medlin stationary yard ramp is the perfect solution when there is no ground access from the dock. The stationary ramp is fabricated from heavy duty carbon steel. The serrated grating ensures year round usage, and standard safety side curbs offer confidence to heavy equipment operators. These ramps are available in capacities from 16,000-40,000 pounds. Custom widths and lengths are available upon request.

Mobile Yard Ramps - The Medlin mobile yard ramp is the state-of-the-art way to load and unload containers. If a company doesn't have a loading dock, a yard ramp is the perfect solution. The mobile yard ramp is made from heavy duty carbon steel which ensures years of reliable service. All Medlin mobile yard ramps come standard with all-weather serrated grating and a 6′ level off. The 2-speed manual crank system and (4) iron-core poly wheels make adjusting and moving these ramps a breeze. The 2-speed manual crank system eliminates the worry of hydraulic failure that the other brands use. Each ramp comes standard with safety chains and a tow boot for easy one-man operation. Capacities ranging from 16,000-40,000 pounds are available.

Supply Corp USA Products

Supply Corp USA will manufacture products specifically aimed at the needs of Holloman AFB, White Sands Missile Range, Fort Bliss, other military installments and government entities. The products will focus on structural metal product manufacturing, however the company will not be limited to those products and will also produce paper goods and other products that are beneficial to military installations.

Supply Corp USA will be able to manufacture products such as:

- Gates
- Fencing
- Metal door jambs
- Artillery metal parts assembly
- Main landing gear heat treatment
- Welded chain
- Paper goods

Management and Personnel

Mark Medlin is the owner and CEO of Medlin Ramps. Mark oversees the Sales and Marketing Divisions of Medlin Ramps. While Mr. Medlin will retain his residence in California, he will be traveling to Alamogordo frequently. Mr. Medlin plans to relocate his foreman, who has over 24 years' experience, to the Alamogordo area to be the lead on this project. Mark will also relocate the Vice President of Sales to this new location.

MEDLIN RAMPS 1 YEAR PLAN

OFFICE	SALES	SHOP
ACCOUNTS RECEIVABLE $15	MARKETING $16	WELDER $14 (12)
ACCOUNTS PAYABLE $15	SALES $16	SAW OPERATOR $12
GENERAL MANAGER (PROCESS/SAFETY) $17	CAD DRAFTER $15	SHIPPING/RECEIVING MANAGER $12
PURCHASING MANAGER $16		PAINTER $10 (2)
LOGISTIC MANAGER $16		HELPER $10 (2)
		FORKLIFT DRIVER $12
		MAINTANCE/GROUNDS KEEPER $10
		SECURITY $10

EMPLOYEMENT = 29

ANNUAL PAYROLL = $811,200

Supply Corp USA Personnel

Jennifer Medlin, is the owner of Supply Corp USA. Jennifer has been employed with Medlin Ramps for the past 22 years. She has experience in purchasing, accounting, sales, shipping and quality control inspection. She is currently working in the Finance department where she oversees daily accounts, balances the rapid sales growth with new accounts and meets the deadline of vendor payments.

Personnel for Supply Corp USA during the first year of operation is shown in the following table. For the second and third years in business, please refer to the assumptions under salary expenses.

SUPPLY CORP USA 1 YEAR PLAN

OFFICE	SALES	SHOP
ACCOUNTS RECEIVABLE/PAYABLE $15	MARKETING/SALES $16	WELDER $14 (5)
GENERAL MANAGER (PROCESS/SAFETY) $18 (ISO INSPECTOR)	CAD DRAFTER $15	SHIPPING/RECEIVING MANAGER $12
PURCHASING MANAGER $16	ESTIMATER/CONTRACTS $16	PAINTER $10
LOGISTIC MANAGER $16		HELPER $10
		SAW OPERATOR $12

EMPLOYEMENT = 16

ANNUAL PAYROLL = $468,000

Marketing Analysis

Alamogordo was chosen as an ideal location for a manufacturing plant due to its distance from California and the middle of America. The shipping costs of relocating ramps are significant and it is imperative to keep those costs down. Medlin Ramps plans to capture the Middle America market by competing with its largest competitor who is located in Fort Worth, Texas. Locating the plant in Alamogordo will keep freight costs down by eliminating the high costs of shipping from California. In addition, many ramps will be shipped to the California location where there is demand for the products.

The location at 1900 Highway 54 S in Alamogordo, NM was chosen due to its ease of remodeling the building to facilitate a welding manufacturing plant. Structural remodeling is needed to include replacing the roof, upgrading electrical systems, etc. Significant additions and demolition work are not needed. The location to major highways will make shipping ramps more efficient. Furthermore, due to the size of the property, additional business ideas which rely on heavy traffic will be pursued, such as a truck stop, a coffee shop and fast food franchises.

Supply Corp USA

Supply Corp USA, the second manufacturing business, will also be located on this property at 1900 Highway 54 S. Both Holloman AFB and White Sands Missile Range are expecting to increase construction spending over the next four to five years, and Supply Corp USA plans to sell its goods to these military installations. The location will keep freight and shipping costs at a minimum.

Market Segmentation and Market Size

The major market segmentations for Medlin ramps are:

- Forklift companies (there are over 7,000 forklift retail and rental companies in the United States)
- Rental companies (there are over 17,000 rental equipment companies in the United States)
- Large door companies

In addition, Medlin Ramps will export to the following markets:

- Canadian markets
- Mexican markets

The market segmentations for Supply Corp USA will be:

- Military installations (4,400 in the United States, 600 out of the country)
- Government entities

Industry Analysis Structural Metal Product Manufacturing (NAICS 33231)

Over the next five years to 2023, the industry is expected to grow at an annualized rate of 1.5% to $51.3 billion. This increase is due to increased construction activity. Several challenges are on the horizon including increasing imports. In addition, China, the largest manufacturer of steel in the world and the lowest price producer, will be a challenge to US companies. The Trump Administration recently announced tariffs aimed to promote the domestic industry. As a result, the price of steel is expected to rise which may increase profit. Chinese structural metal products are an important contender for domestic market share (www.IBISWorld.com).

IBIS World identifies the following External Drivers for this industry:

1. **Nonresidential construction –** this is the largest end market for industry products. The construction of commercial buildings, office buildings,

schools and hospitals has increased the need for metal products such as metal plates, casings, bars, etc. The value of nonresidential construction is expected to increase.

2. **World Price of Steel** – the price of steel is positively correlated with the revenues of this industry. High steel prices indicate periods of high demand and boost the value of inventory. The price of steel is expected to increase.
3. **Government funding for highways** – Transportation infrastructure is another large user of fabricated metal products. Government funding is expected to increase.
4. **Regulation** – The US government imposes tariffs on imported steel and aluminum which benefits the industry. Tariffs are expected to increase (www.IBISWorld.com).

Alamogordo and Local Vicinity

Due to the proximity of Alamogordo to Holloman AFB, the local economy is largely affected by the activities of the Air Force Base, particularly in the construction industry. Recently, Holloman AFB added two new F16 units and an aircraft maintenance contract. In addition, the New Mexico Aviation Aerospace Association is promoting Alamogordo as the premiere location for its Aviation Aerospace STEM Expo. With that designation, additional amenities must be constructed to serve new residents, conference attendees, and tourists interested in aerospace (https://ci.alamogordo.nm.us/DocumentCenter/View/86/Final-Draft-City-of-Alamogordo-Comprehensive-Plan-2018-PDF).

In February of 2018, it was announced that the "U.S. Air Force will initiate the design of an $85 million project at Holloman Air Force Base to construct a new MQ-9 Formal Training Unit (FTU) operations facility to house three MQ-9 Attack Squadrons. The new facility will include administrative space, academic space, Fixed Ground Control Stations (FGCS), FGCS maintenance functions, training simulators and all secure spaces required to support the mission". (https://www.alamogordonews.com/story/news/local/community/2018/02/03/heinrich-announces-85-million-new-air-force-construction-project-house-mq-9-attack-squadrons-holloma/303086002/).

The following table depicts the spending at Holloman AFB in 2013. Since the table below was published, the missions of Holloman AFB and White Sands Missile Range have increased and are poised to continue to grow for the next several years.

TABLE 4.8: INPUT DATA for EMPLOYMENT and SPENDING by INSTALLATION, 2013

	Holloman AFB	White Sands Missile Range	Total
Employment			
Active Duty and Reserve	4,653	1,066	5,719
Federal Civilian Appropriated	903	1,961	2,864
Contractor and Unappropriated	455	2,954	3,409
Spending			
Construction	$13,711,247	$6,605,334	$20,316,581
General Contracting	$45,162,471	$315,995,651	$76,762,036
Local Purchasing	$2,030,561	$2,659,747	$4,690,308

Source: JLUS Input Data for Employment and Spending by Installation, 2015.

Competition

The top five manufacturing competitors and their strengths and weaknesses are:

Competitor	Location	Strengths	Weaknesses
Bluff Manufacturing	Fort Worth, Texas	• Sells 600 ramps per year • Located in Texas and has easy access to the Middle America market	• Slow delivery time complaints • Outdated design due to hydraulic failures
Cooperloy	Twinsburg,Ohio	• Strong competitor • Very good online reviews	• Having trouble competing with the top 3 competitors
Dura- Ramp	Chilliwack, British Columbia	• Number 2 competitor	• Canadian government subsidized
Vestil Manufacturing	Angola, Indiana	• Above average reviews	• Customer service complaints • Product Complaints
Chinese Products	China	• Inexpensive products	• High shipping costs

Pricing

Medlin Ramps

The ramps are priced on average at $10,000 each with a profit margin of 25-35%. Prices are adjusted by width and length of the ramp and the type of ramp. Dock boards also vary in price depending on the widths and lengths.

Supply Corp USA

Pricing varies by product manufactured. Because many contracts are based on low bid producers, each product will be made in the most efficient way possible to keep costs down.

Advertising and Promotion

Advertising will consist of the following:

1. Hiring of online marketing company – SEO Google Advisor
2. Website – medlinramps.com
3. Marketing Events
4. Brochures

Appendix

Start-Up Expenses

DISTRIBUTION OF FUNDS	**Cost**
Total Cost of Capital Equipment	$183,500
Beginning Inventory	
Legal & Professional Fees	
Licenses & Permits	
Land Purchase	
Building Purchase	2,500,000
Remodel/Construction Work	1,000,000
Vehicles	
Deposits (Public Utilities, etc.)	
Advertising (Grand Opening, etc.)	
Operating Capital	0
Loan Fees	0
Miscellaneous Soft Costs	0
TOTAL PROJECT COST	**$3,683,500**
SOURCES OF FUNDS	**Cost**
Bank Loan	
SBA 504 Second Mortgage Loan	0
Federal Home Loan Bank Loan	0
TOTAL LOAN REQUEST	**$0**
LEDA Funding	$3,500,000
Borrower's Cash Contribution	183,500
EQUITY CONTRIBUTION	**$3,683,500**
TOTAL FUNDING	**$3,683,500**

Medlin Ramps Start Up Expenses

Equipment-shop

2) forklifts	$20,000
2) band saws	$18,000
8) welding machines	$32,000
1) drill press	$3,000
1) Plasma cutter	$5,000
2) torch cutting set	$4,000
1) small tools	$5,000
TOTAL	**$87,000**

Equipment-office

5) desk	$5,000
5) chairs	$1,500
1) phone system	$5,000
5) computers	$5,000
1) all in one copier	$900
1) refrigerator	$500
1) micro wave	$300
1) supplies	$500
1) miscellaneous supplies	$1,000
TOTAL	**$19,700**

Vehicles

1) 12' flatbed truck	**$20,000**

GRAND TOTAL	**$126,700**

Supply Corp USA Start Up Expenses

Equipment-shop

8) welding machines	$32,000
1) plasma cutter	$5,000
1) torch cutting set	$2,000
1) small tools	$5,000
TOTAL	**$44,000**

Equipment-office

2) desk	$2,000
2) chairs	$600
1) phone system	$5,000
2) computers	$2,000
1) all in one copier	$900
1) refrigerator	$500
1) micro wave	$300
1) supplies	$500
1) miscellaneous supplies	$1,000
TOTAL	**$12,800**

GRAND TOTAL	**$56,800**

Assumptions Medlin Ramps

General

- Access to investments and financing are sufficient to maintain and fulfill the financial plan
- Mark will use his Medlin LLC building in California as collateral/security for LEDA funds ($3 million value)
- Mark has put down $50,000 in earnest money on the property and will invest an additional $183,500 in startup equipment and supplies
- Obtain LEDA funding in the amount of $3.5 Million
- Manufacture 200 ramps in Year 1, 400 in Year 3 and 500 by Year 5
- 2% annual expense growth

Revenues:

- **Revenues** were estimated on sales of 200 ramps per year in Year 1 sold at $10,000 (average price of ramps). Year 2 sales are estimated on 300 ramps per year, Year 3 - 400, Year 4 – 450 and Year 5 – 500.
- **Services** were estimated on historical data from Medlin Ramps California and increased 5% per year.
- **Rental Income** is projected to be $36,000 per year paid from Supply Corp USA and increased 5% per year.

Cost of Goods Sold:

- **Cost of Goods Sold** was based on historical data from Medlin Ramps California.
    - Direct Labor consists of welders, painters, helpers, shipping/receiving manager and sawer.
    - Material purchases 35% of sales based on historical data.
    - Freight estimated to be $20,000 based on historical data.
    - Shop supplies estimated to be $35,000 based on historical data.

Operating Expenses

- All expenses are based on historical data from Medlin Ramps California and adjusted for sales.
- Accounting will be done in-house and estimated to be zero.
- Payroll expense is estimated to be 10% of salaries, worker's comp is a separate line item.
- Real Estate taxes are estimated at $16,000 and split between the two companies.
- Salaries and wages are assumed to be as follows:

MEDLIN RAMPS 1 YEAR PLAN

OFFICE	SALES	SHOP
ACCOUNTS RECEIVABLE $15	MARKETING $16	WELDER $14 (12)
ACCOUNTS PAYABLE $15	SALES $16	SAW OPERATOR $12
GENERAL MANAGER (PROCESS/SAFETY) $17	CAD DRAFTER $15	SHIPPING/RECEIVING MANAGER $12
PURCHASING MANAGER $16		PAINTER $10 (2)
LOGISTIC MANAGER $16		HELPER $10 (2)
		FORKLIFT DRIVER $12
		MAINTANCE/GROUNDS KEEPER $10
		SECURITY $10

EMPLOYEMENT = 29

ANNUAL PAYROLL = $811,200

MEDLIN RAMPS 3 YEAR PLAN

OFFICE	SALES	SHOP
ACCOUNTS RECEIVABLE $15	MARKETING $16	WELDER $14 (15)
ACCOUNTS PAYABLE $15	SALES $16 (2)	SAW OPERATOR $12 (2)
GENERAL MANAGER (PROCESS/SAFETY) $17	CAD DRAFTER $15	SHIPPING/RECEIVING MANAGER $12
PURCHASING MANAGER $16		PAINTER $10 (2)
LOGISTIC MANAGER $16		HELPER $10 (3)
		FORKLIFT DRIVER $12
		MAINTANCE/GROUNDS KEEPER $10
		SECURITY $10

EMPLOYEMENT = 35

ANNUAL PAYROLL = $977,600

MEDLIN RAMPS 5 YEAR PLAN

OFFICE	SALES	SHOP
ACCOUNTS RECEIVABLE $15	MARKETING $16	WELDER $14 (20)
ACCOUNTS PAYABLE $15	SALES $16 (4)	SAW OPERATOR $12 (3)
GENERAL MANAGER (PROCESS/SAFETY) $17	CAD DRAFTER $15	SHIPPING/RECEIVING MANAGER $12
PURCHASING MANAGER $16		PAINTER $10 (4)
LOGISTIC MANAGER $16		HELPER $10 (5)
		FORKLIFT DRIVER $12
		MAINTANCE/GROUNDS KEEPER $10
		SECURITY $10

EMPLOYEMENT = 47

ANNUAL PAYROLL = $1,297,920

Assumptions Supply Corp USA

General

- Access to investments and financing are sufficient to maintain and fulfill the financial plan.
- Mark will use his Medlin LLC building in California as collateral/security for LEDA funds ($3 million value).
- Mark will put down $50,000 in cash contribution and another $183,500 invested into startup equipment and supplies.
- Obtained LEDA funding in the amount of $3.5 Million.
- Sales are estimated to double every other year.
- 2% annual expense growth.

Revenues:

- **Revenues** were estimated at $1,150,000 per year. This is based on sales of 115 items per year at an average price of $10,000. Sales are estimated to double every other year, adding on average an additional 58 units per year.

Cost of Goods Sold was based on historical data from Medlin Ramps California.

- Freight is $5,000 per year based on historical expenses and adjusted for revenues
- Material cost is estimated at 43% of sales
- Direct labor consists of Welders, painters, saw operators, helpers and shipping/receiving

- Shop supplies estimated to be $30,000 based on historical data and adjusted for sales.

Operating Expenses

- All expenses are based on historical data from Medlin Ramps California and adjusted for sales.
- Accounting will be done in-house and estimated to be zero.
- Payroll expense is estimated to be 10% of salaries, worker's comp is a separate line item.
- Real Estate taxes are estimated at $16,000 and split between the two companies.
- Rent expense will be paid to Medlin Ramps at $36,000 per year.
- Depreciation is located on Medlin Ramps projections.
- Salaries and wages are assumed to be as follows:

SUPPLY CORP USA 1 YEAR PLAN

OFFICE	SALES	SHOP
ACCOUNTS RECEIVABLE/PAYABLE $15	MARKETING/SALES $16	WELDER $14 (5)
GENERAL MANAGER (PROCESS/SAFETY) $18 (ISO INSPECTOR)	CAD DRAFTER $15	SHIPPING/RECEIVING MANAGER $12
PURCHASING MANAGER $16	ESTIMATER/CONTRACTS $16	PAINTER $10
LOGISTIC MANAGER $16		HELPER $10
		SAW OPERATOR $12

EMPLOYEMENT = 16

ANNUAL PAYROLL = $468,000

SUPPLY CORP USA 3 YEAR PLAN

OFFICE	SALES	SHOP
ACCOUNTS RECEIVABLE/PAYABLE $15	MARKETING/SALES $16 (2)	WELDER $14 (10)
GENERAL MANAGER (PROCESS/SAFETY) $18 (ISO INSPECTOR)	CAD DRAFTER $15	SHIPPING/RECEIVING MANAGER $12
PURCHASING MANAGER $16	ESTIMATER/CONTRACTS $16	PAINTER $10 (2)
LOGISTIC MANAGER $16		HELPER $10 (3)
PROJECT MANAGER $17		SAW OPERATOR $12

EMPLOYEMENT = 25

ANNUAL PAYROLL = $713,440

SUPPLY CORP USA 5 YEAR PLAN

OFFICE	SALES	SHOP
ACCOUNTS RECEIVABLE/PAYABLE $15	MARKETING/SALES $16 (2)	WELDER $14 (20)
GENERAL MANAGER (PROCESS/SAFETY) $18 (ISO INSPECTOR)	CAD DRAFTER $15	SHIPPING/RECEIVING MANAGER $12
PURCHASING MANAGER $16	ESTIMATER $16	PAINTER $10 (3)
LOGISTIC MANAGER $16		HELPER $10 (5)
PROJECT MANAGER $17		SAW OPERATOR $12 (2)

EMPLOYEMENT = 40

ANNUAL PAYROLL = $1,125,280

Appendices

1900 Hwy 54 Alamogordo Project
Medlin Ramp Renovation

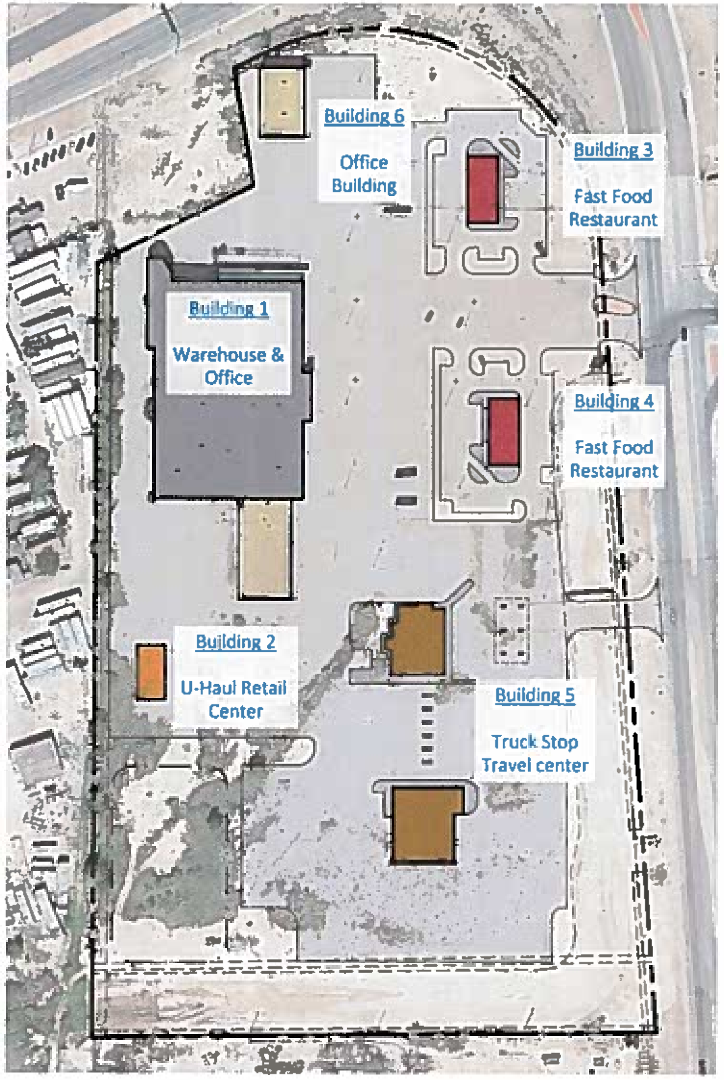
Scope of Work (SOW):
Main Building & South Space (Rough Order of Magnitude $1,715,000)

MAIN BUILDING
Remove acoustical Ceiling
Remove Flooring
Remove Bird feces
Remove Offices space walls
Remove Office space in the main area
Remove bathroom finishes and fixtures
Remove the column rapping to exposes them
Remove old HVAC Pack Units
Remediation of the foundation substrate (Repair from broken water line under slab)(Still need Engineering Design)
Repair the Block wall
Install new roofing system and parapet cap
Install new Gutter
Install Roof Vents at old HVAC pack unit locations
Install new electrical service
Install new HM doors and frames
Install new store front glazing
Install Fire Alarm system
Install Fire sprinkler system
Install security system
Power wash exterior of the building
Re-paint exterior of the building

SOUTH SPACE
Demo 3 suits back to the shell
Demo Store front and frame back with 6" steel stud framing and install 5 each 4' X 4" windows
Replace HM Frames and doors
Demo and remove two single fixture bathrooms and cap off lines
Place missing concrete on the west side in the unfinished area

Studio 47 (Rough Order of Magnitude $80,000)
Re coat stucco exterior wall
Re place the roof and gutter
Power wash exterior of the building
Paint exterior of building

Sitework (Rough Order of Magnitude $75,000)
Install 8ft chain link fence around the back of the building on the west side
Remove trees and vegetation next to foundation and along chain link fence line



1 Proposed Site Development

2 Existing Site

TABLE OF EMPLOYEES BASED ON OCCUPANCY

	BUILDING	OCCUPANCY TYPE	TOTAL POSSIBLE OCCUPANTS	TOTAL POTENTIAL EMPLOYEES
1	BUILDING 1 - WAREHOUSE / OFFICE	WAREHOUSE/ OFFICE	131	74
2	BUILDING 2 - U-HAUL RETAIL CENTER	MERCANTILE/ STOCK AREA	24	6
3	BUILDING 3 - FAST FOOD RESTAURANT	COMMERCIAL KITCHEN/ DINING AREA	219	25
4	BUILDING 4 - FAST FOOD RESTAURANT	COMMERCIAL KITCHEN/ DINING AREA	219	25
5	BUILDING 5 - TRUCK STOP - TRAVEL CENTER	WAREHOUSE/ BUSINESS/ RETAIL	210	79
TOTAL				209 EMPLOYEES

Medlin Ramps
Medlin Equipment, Inc.

SOL STUDIO ARCHITECTS, LLC
1438 S. PRESA ST
SAN ANTONIO, TEXAS 78210
210 320 2182
WWW.SOLSTUDIOARCHITECTS.US

JACK WAYTE CONSTRUCTION, INC.
P.O. Box 648
Alamogordo, NM 88311
Phone: 575-437-6657

MEDLIN RAMPS
1988 U.S. HWY 54
ALAMOGORDO, NM 88310
PROJECT NO: 2018-STUDY
DATE: 27 NOVEMBER 2018

SHEET
DWG 1
1 of 1 SHEETS

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 12/18/2018 **Report Date:** 12/12/2018 **Report No:** 8.

Submitted By: Larry Garner

Subject: Consider, and act upon, Change Order No. 1, Public Works Bid No. 2018-007, to D&R Tank Company related to the Rehab Upper Heights Ground Storage Tank project, in an amount not to exceed $350,507.52, including NMGRT. *(Larry Garner, Public Works Director)*

Fiscal Impact: $350,507.52
Amount Budgeted: $852,510.00
Fund: 081-9399-990.68-99 PW1802

Additional Fiscal Impact: Available unencumbered funding is $351,674.00

Recommendation: Approve the Change Order.

Background: This Change Order incorporates the following:

1. Removal and replacement of all roof sheeting, bay poles and center column, bay beams, roof support rafters, and rafter braces.

Interior inspection of the tank, after the tank was drained, revealed significant corrosion and deterioration of the entire roof structure, including rafters and knuckles that were partially detached from the structure. The roof components cannot be repaired, and must be replaced.

City of Alamogordo

Engineering Dept. • 1376 East Ninth St. • Alamogordo, NM 88310 • (575) 439-4337 • FAX (575) 439-4343

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 1

REHAB UPPER HEIGHTS GROUND STORAGE TANK

PUBLIC WORKS PROJECT NO. 2018-007

DATE: **DECEMBER 12, 2018**

CONTRACTOR: D&R TANK COMPANY
1210 PROSPERITY AVE. SE
ALBUQUERQUE, NM 87105

OWNER: CITY OF ALAMOGORDO
1376 E. NINTH ST.
ALAMOGORDO, NM 88310

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Remove and replace all roof sheets, bay poles and center column, bay beams, roof support rafters, and rafter braces at knuckle, as outlined in the attached Exhibit "A".

REVISED CONTRACT AMOUNT

1. Original Contract Amount $552,908.00*
2. Total Contract Amount Including Previously Approved Change Orders $552,908.00*
3. Amount of this Change Order (increase) $324,544.00*
4. Total Revised Contract Amount to Date $877,452.00*

* excludes New Mexico Gross Receipts Tax.

The contract performance period is hereby increased by an additional seventy-five (75) calendar days. The work covered by this order shall be performed under the same terms and conditions as that included in the original contract.

CHANGE ORDER ACCEPTED AND APPROVED:

BY: ______________________________ 12/12/18
Contractor Date

CHANGE ORDER APPROVED BY CITY MANAGER:

BY: ______________________________ ______________
City Manager Date

BY: ______________________________ ______________
City Attorney Date

1210 Prosperity SE
Albuquerque, NM 87105
O: (505) 873-1101 F: (505)-877-6548

New Mexico License No: 026784
New Mexico DOL NO: 0034920050527
New Mexico Preference No. SPD 03C43
Arizona License No: ROC286001, L-56

QUOTATION NEW ROOF ITEMS

December 12, 2018

Bob Johnson/ David Nunnelley
City of Alamogordo
2600 N. Florida Ave.
Alamogordo, NM 88310
Ph: 575-439-4129, Email: bjohnson@ci.alamogordo.nm.us dnunnelley@ci.alamogordo.nm.us,

Re: **Public Works Bid No. 201-007 Rehab Upper Heights Ground Storage Tank**

D&R Tank Co will provide all supervision, labor, material, tools and equipment to shop fabricate, shop prime, field install & field paint the following items to an existing **106'-0'** Diameter X **32'** High w/3' knuckle, **2,200,000**-gallon welded steel water storage tank.

Additional work includes: Removal and replacement of all roof sheets **(3/16")**, removal and replacement of existing bay poles and center column, removal and replacement bay beams **(W14x22 Rolled),** removal and replacement existing roof support rafters **(C8x11.5)** and rafter braces at knuckle. All items will be abrasive blasted and shop primed at our facility in accordance with NSF-61 and paint manufacturer's standards and specifications. Our shop will be open for Inspection during fabrication, blasting and painting operations.

Included

- Submittal Drawings & Calculations
- **New Mexico** Certified Wage Rates (Decision # OT-18-1241-H)
- Ten (10) 8" Bay Columns 35' Long
- One (1) Center Column 38' Long with **8'** Diameter Cone @ Roof
- 176' Linear Feet of Rolled W14x22 Intermediate Beams
- Fifty-Two (52) Outer Bay Rafters Braces @ Existing Knuckle
- Fifty-Two (52) Outer Bay C8x11.5 Rafters
- Twenty-Six (26) Inner bay C8x11.5 Rafters
- 3/16" Steel Roof Plate for the 106' Diameter Tank
- Shop prep & prime roof sheets, columns, beams, rafters, and rafter braces ***(Tnemec 91 H2O Zinc Rich Primer)***
- Three coat-shop coat all rafters
- Removal of demo'ed materials from jobsite by D & R Tank Co trucks**, *(materials become the property of D & R Tank Co)***

EXHIBIT A

Excluded

- Davis Bacon wage Rates
- All Appurtenances- Roof Hatches, Roof Vents, Etc. ***(Items are in original bid)***
- NACE Inspection
- Site, Foundation, Dirt, Sand or Gravel Work (other than stated)
- Water for Testing, Hydrostatic Testing, Bacteriological Tests, Soil Testing & Reports
- Licenses, Permits, and Sales Tax. All items not specifically included are excluded with common exclusions stated above.

Lump Sum Cost for New Roof Replacement Items **$324,544.00**

Material	$113,483.00
Labor	$149,896.00
Freight	$ 15,818.00

Total =$279,197.00 + 15% MU $41,879.00 + Bond $3,468 = $324,544.00

Quote and is good for 15 days only.

SALES TAX NOT INCLUDED

NOTE: ***75 more completion days are required to do this scope of work***

Respectfully Submitted,

James Adams

James Adams

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 12/18/2018 **Report Date:** 12/13/2018 **Report No:** 9.

Submitted By: Edward Balderrama

Subject: Consider, and act upon, Change Order No. 1, Public Works Bid No. 2017-010, EN1701, to General Hydronics Utilities, LLC, related to Street Maintenance Program FY 2017, in an amount not to exceed $40,940.00, excludes NMGRT. *(Edward Balderrama, Project Manager)*

Fiscal Impact: $40,940.00, excludes NMGRT
Amount Budgeted: $3,062,468.00
Fund: 81-9303-465.67-70 Available $109,677

Additional Fiscal Impact:

Recommendation: Approve Change Order No. 1, Public Works Bid No. 2017-010, EN1701, to General Hydronics Utilities, LLC, related to Street Maintenance Program FY 2017, in an amount not to exceed $40,940.00, excludes NMGRT.

Background: The bid schedule did not include a bid item for 10-inch ductile iron pipe. This change would allow for the installation of 10-inch ductile iron waterlines to be installed above the existing 30-inch waterline located in the area of 10th Street and Paiute Trail.

This change would allow the contractor to install the 10-inch PVC waterline under the concrete box culvert (CBC) which requires additional over excavation and shoring due to the deepen pipe trench.

The owner is requesting that pipe bollards being installed at the drainage channel off of McKinley Avenue, in-line with Ridgecrest Avenue. The safety concern is that a person driving westbound on Ridgecrest Avenue might think that the drainage channel is an extension of the road and drive into the ditch.

The owner is requesting that a 2-inch water line be installed in the alley between Tenth Street and Sunland Drive. The 2-inch line will connect behind 2917 Tenth Street and rung east and connect to the waterline in Sundial Avenue. This work will loop the existing waterline that is installed in the alley and eliminate a 6-inch waterline that currently runs between 2917 Tenth Street and 3001 Tenth Street.

The contractor is requesting Fourteen (14) additional days be added to the contract time.

CONTRACT CHANGE ORDER
CHANGE ORDER NO. 1

Street Maintenance Program FY2017
Public Works Bid No. 2017-010, EN1701

DATE: December 12, 2018

CONTRACTOR: General Hydronics Utilities, LLC
1001 Zuni Drive, Suite D
Alamogordo, NM 88310

OWNER: City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

1. Reason Code 1C: The bid schedule did not include a bid item for 10-inch ductile iron pipe. This change would allow for the installation of 10-inch ductile iron waterlines to be installed above the existing 30-inch waterline located in the area of 10th Street and Paiute Trail. The cost for this change is $11,100.00, excludes NMGRT.

2. Reason Code1C: This change would allow the contractor to install the 10-inch PVC waterline under the concrete box culvert (CBC) which requires additional over excavation and shoring due to the deepen pipe trench. The cost for this change is $6,300.00, excludes NMGRT.

3. Reason Code 3H: The owner is requesting that pipe bollards being installed at the drainage channel off of McKinley Avenue, in-line with Ridgecrest Avenue. The safety concern is that a person driving westbound on Ridgecrest Avenue might think that the drainage channel is an extension of the road and drive into the ditch. The cost for this change is $2,955.00, excludes NMGRT.

4. Reason Code 3C: The owner is requesting that a 2-inch water line be installed in the alley between Tenth Street and Sunland Drive. The 2-inch line will connect behind 2917 Tenth Street and rung east and connect to the waterline in Sundial Avenue. This work will loop the existing waterline that is installed in the alley and eliminate a 6-inch waterline that currently runs between 2917 Tenth Street and 3001 Tenth Street. The cost for this change $20,585.00, excludes NMGRT.

REVISED CONTRACT AMOUNT

1. Original Contract Amount .... $ 5,571,712.94*
2. Total Contract Amount Including Previously Approved Change Orders.......... $ 0.00*
3. Amount of this Change Order (Increase) .... $ 40,940.00*

4. Total Revised Contract Amount To Date.. $ 5,612,652.94*

5. Original Contract Completion Date .... November 28, 2019

6. New Completion Date Due to this Change Order………………………… December 12, 2019

* excludes New Mexico Gross Receipts Tax.

The work covered by this order shall be performed under the same terms and conditions as that included in the original contract.

CHANGE ORDER ACCEPTED AND APPROVED:

BY: ____________________________________ ______________
Contractor Date

CHANGE ORDER RECOMMENDED:

BY: ____________________________________ ______________
Project Manager Date

CHANGE ORDER APPROVED BY MAYOR:

BY: ____________________________________ ______________
Mayor Date

BY: ____________________________________ ______________
City Attorney Date

GH-Ut

General Hydronics Utilities, LLC "USA Owned"

UNDERGROUND UTILITIES - DIRECTIONAL AND CONVENTIONAL BORING – DIRTWORK - WOSB
LICENSE # NM 388888 BUSINESS REG. 00023413 NM Dept Workforce Solutions 28123068242016
DAVID CARAWAY – Vice-President/Managing Member
KATHI CARAWAY –President/Managing Member
Phone 575.437.6512
Fax 575.434.6721
1001 Zuni Dr., Ste D
Alamogordo NM 88310-9044
ghut@generalhydronics.com

October 15, 2018

TO: Edward Balderrama,
Project Manager
City of Alamogordo

Subject: Change Proposal #1
30" Waterline Crossing Detail

RE: EN1701 Street Maintenance Program FY2017
Detail Sheet D 2.0

Dear Mr. Balderrama,

The below price reflects labor and material to install new 10-inch ductile iron pipe (class 150) with required restrained fittings at two existing 30" waterline crossings. An existing bid line item could not be found for this work.

Sub-total Implementation	$ 9,652.17
15% Markup via Section 13, Article 11	$ 1,447.83
TOTAL	$11,100.00

No change in Contract Time
Please feel free to contact me with any questions.

Sincerely,

Lawrence Brookey,
General Hydronics Utilities, LLC
cell (575) 640-7388

GH-Ut

General Hydronics Utilities, LLC "USA Owned"

UNDERGROUND UTILITIES - DIRECTIONAL AND CONVENTIONAL BORING – DIRTWORK - WOSB
LICENSE # NM 388888 BUSINESS REG. 00023413 NM Dept Workforce Solutions 28123068242016

DAVID CARAWAY – Vice-President/Managing Member
KATHI CARAWAY –President/Managing Member
Phone 575.437.6512
Fax 575.434.6721
1001 Zuni Dr., Ste D
Alamogordo NM 88310-9044
ghut@generalhydronics.com

November 19, 2018

TO: Edward Balderrama,
Project Manager
City of Alamogordo

Subject: Change Proposal
10th Street Concrete Box Culvert Crossing

RE: EN1701 Street Maintenance Program FY2017

Dear Mr. Balderrama,

A Bid Item could not be found addressing the existing Tenth Street ditch crossing (concrete box culvert) located between Sunrise Avenue and Ridgecrest Drive. Installation of the new 10-inch PVC line will require excavation under the concrete box culvert.

The below price reflects labor and material to over excavate/ deepen the pipe trench, install shoring, excavate under the culvert, install four restrained 45 degree bends, backfill under the culvert with flowable fill then backfill and compact the excavations.

Sub-total	Implementation	$ 5,478.70
15% Markup via Section 13, Article 11		$ 821.30
	TOTAL	$ 6,300.00

No change in Contract Time
Please feel free to contact me with any questions.

Sincerely,

Lawrence Brookey,
General Hydronics Utilities, LLC
cell (575) 640-7388

GH-Ut

General Hydronics Utilities, LLC "USA Owned"

UNDERGROUND UTILITIES - DIRECTIONAL AND CONVENTIONAL BORING – DIRTWORK - WOSB
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KATHI CARAWAY –President/Managing Member
Phone 575.437.6512
Fax 575.434.6721
1001 Zuni Dr., Ste D
Alamogordo NM 88310-9044
ghut@generalhydronics.com

November 29, 2018

TO: Edward Balderrama,
Project Manager
City of Alamogordo

Subject: Change Proposal
Pipe Bollards

RE: EN1701 Street Maintenance Program FY2017

Dear Mr. Balderrama,

Per your request, the following implementation cost is for labor and material to provide four each 6-inch diameter pipe bollards in accordance with Pipe Bollard Detail 01-2010-2.11.0.

The bollards will be installed in the alley west of the Ridgecrest and McKinley intersection.

Sub-total Implementation	$2,570.00
15% Markup via Section 13, Article 11	$ 385.00
TOTAL	$2,955.00

Change in Contract Time – None

Please feel free to contact me with any questions.

Sincerely,

Lawrence Brookey,
General Hydronics Utilities, LLC
cell (575) 640-7388

GH-Ut

General Hydronics Utilities, LLC "USA Owned"

UNDERGROUND UTILITIES - DIRECTIONAL AND CONVENTIONAL BORING – DIRTWORK - WOSB
LICENSE # NM 388888 BUSINESS REG. 00023413 NM Dept Workforce Solutions 28123068242016

DAVID CARAWAY – Vice-President/Managing Member
KATHI CARAWAY –President/Managing Member
Phone 575.437.6512
Fax 575.434.6721
1001 Zuni Dr., Ste D
Alamogordo NM 88310-9044
ghut@generalhydronics.com

November 29, 2018

TO: Edward Balderrama,
Project Manager
City of Alamogordo

Subject: Change Proposal
Install 2-inch Water Line

RE: EN1701 Street Maintenance Program FY2017

Dear Mr. Balderrama,

Per your request, the following implementation cost is for labor and material to provide a new 2-inch water supply line from a 10-inch line in Sundial Avenue to a 6-inch stub out located approximately 675 feet away in the alley between Tenth Street and Sunland Drive. Implementation includes one inline 2-inch isolation valve, wet connection on Sundial Avenue, dry connections in the alley and Tenth Street, asphalt patching and abandonment of two existing lines that pose as a potential maintenance problem.

Sub-total Implementation	$17,900.00
15% Markup via Section 13, Article 11	$ 2,68500
TOTAL	$20,585.00

Change in Contract Time – Additional Fourteen Calendar Days

Please feel free to contact me with any questions.

Sincerely,

Lawrence Brookey,
General Hydronics Utilities, LLC
cell (575) 640-7388

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 12/18/2018 **Report Date:** 12/13/2018 **Report No:** 10.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2018-46 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of New Mexico for the revised budget numbers computed as of December 18, 2018 *(Evelyn Huff, Interim Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: Beginning Cash Balances $0
Revenues $7,592,649 (Increase)
Expenditures $9,038584 (Increase)
Transfer In/Out $42,360
Net Impact ($1,445,935)

Recommendation: Approve the resolution.

Background: The City Commission adopted the FY 2018-2019 budget on May 22, 2018. The Department of Finance & Administration granted approval of the City of Alamogordo's Fiscal Year FY 2018-2019 Final Budget on September 10, 2018. Resolution 2018-46 amends the Budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of revisions are attached for your review.

RESOLUTION NO. 2018-46

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2018-19.

WHEREAS, the City of Alamogordo, New Mexico wishes approval to change some of the budget line item figures of various funds; and

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written certification to the City of Alamogordo, New Mexico's annual budget on September 10, 2018, for fiscal year 2018-2019; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2018-2019.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2019 be and hereby is revised as of December 18, 2018 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2018-2019 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on December 18, 2018 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2018-2019.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 18th day of December 2018.

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

By: ______________________________
Richard A. Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Schreiber, City Attorney

ALL FUNDS SUMMARY

DFA 1/12TH REQ RSRV
1,277,218
Fund Reserve Policy
1,277,218
Subsidy Reserve
487,127
Bal. Remaining
1,039,883

FY19 BUDGET-RESOLUTION 2018-46 (#2)December 18, 2018

FUND NO.	FY 2018-2019 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	ADJUSTED RESERVE	ADJUSTED RESERVE UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	7,985,201	17,698,918	1,102,457	7,378,519	(6,276,062)	15,326,612	4,081,445	3,041,562	1,039,883	0	3,041,562	1,039,883
12	INTERNAL SERVICES	0	416,311	2,642,351	23,733	2,618,618	2,950,259	84,670		$84,670			84,670
15	CORRECTIONS-JAIL	0	81,827	114,764	1,255	113,509	193,850	1,486		$1,486			1,486
16	LODGER'S TAX-PROMOTIONAL FUND	189,094	254,304	0	2,476	(2,476)	279,681	161,241		$161,241			161,241
17	POLICE COURT BOND	7,938	0	0	0	0	0	7,938		$7,938			7,938
19	COURT AUTOMATION FUND	17,091	81,594	0	24,629	(24,629)	68,202	5,854		$5,854			5,854
20	LODGER'S TAX-CITY	153,307	429,968	0	60,355	(60,355)	522,817	103		$103			103
21	D.A.R.E. DONATIONS FUND	24,276	6,119	0	0	0	12,570	17,825		$17,825			17,825
22	DESIGNATED GIFT FUND	0	0	0	0	0	0	0		$0			0
24	GRANT CAPITAL IMPROVEMENT	62,532	262,039	0	0	0	263,537	61,034		$61,034			61,034
27	MUNICIPAL COURT OPERATIONS	5,469	10,000	424,656	15,917	408,739	418,934	5,274		$5,274			5,274
28	POLICE CONTINGENCY	62,730	3,479	0	0	0	7,500	58,709		$58,709			58,709
31	CEMETERY-PERPETUAL CARE	834,941	22,330	0	98,000	(98,000)	0	759,271		$759,271			759,271
32	COMMUNITY SERVICES	106,154	565,346	4,382,910	664,633	3,718,277	4,389,293	484		$484			484
33	FIRE PROTECTION	313,401	585,781	0	0	0	729,576	169,606	24,429	$145,177	0	24,429	145,177
36	LAW ENFORCEMENT FUND	3,362	110,698	0	0	0	110,664	3,396		$3,396			3,396
37	STATE HIGHWAY FUND	128,259	43,913	0	0	0	34,963	137,209		$137,209			137,209
38	TRAFFIC SAFETY FUND	61,701	23,492	0	0	0	28,000	57,193		$57,193			57,193
39	STATE JUDICIAL	4,707	75,500	0	0	0	75,500	4,707		$4,707			4,707
40	AIRPORT IMPROVEMENT PROJECTS	0	0	0	0	0	0	0		$0			0
42	1984 GROSS RECEIPTS TAX	2,955,980	1,709,051	125,500	4,528,253	(4,402,753)	0	262,278	262,110	$168	0	262,110	168
44	TRANSPORTATION FUND	0	3,418,694	1,224,228	164,091	1,060,137	4,428,948	49,883	8,776	$41,107	0	8,776	41,107
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		$0			0
49	1986 GROSS RECEIPTS TAX	5,982,352	1,783,984	0	6,530,419	(6,530,419)	627,999	607,918	269,454	$338,464	0	269,454	338,464
50	PROPERTY ACQUISITION	85,010	0	0	0	0	10,000	75,010		$75,010			75,010
53	GENERAL OBLIGATION	920,267	1,049,731	0	0	0	1,102,746	867,252	550,942	$316,310	0	550,942	316,310
54	REVERSE OSMOSIS PROJECT RSV	21,967	1,313	3,511,454	0	3,511,454	2,866,379	668,355		$668,355			668,355
56	99 GRT FLOOD CONTROL BOND PROJ	1,615,590	232	5,573,556	0	5,573,556	5,641,191	1,548,187		$1,548,187			1,548,187
59	REVENUE BOND P & I FUND	188,175	3,985	2,668,143	0	2,668,143	2,671,643	188,660		$188,660			188,660
61	MUNICIPAL INFRASTRUCTURE .0625%	578,486	393,964	0	605,484	(605,484)	0	366,966	12,073	$354,893	0	12,073	354,893
63	COMMUNITY DEVELOPMENT	11,947	0	452,203	48,567	403,636	384,048	31,535		$31,535			31,535
69	1994 GROSS RECEIPTS	2,576,239	1,694,281	0	3,630,952	(3,630,952)	0	639,568	549,566	$90,002		549,566	90,002
71	ALAMO SENIOR CENTER	3,643	800,253	616,160	4,758	611,402	1,386,235	29,063		$29,063			29,063
74	ALAMO SENIOR CENTER GIFT	100,294	25,266	0	0	0	63,386	62,174		$62,174			62,174
75	RETIRED & SENIOR VOL. PROGRAM	1,318	225,394	49,247	18,679	30,568	257,267	13		$13			13
81	WATER/SEWER OPERATING	12,182,162	21,950,398	3,440,578	1,956,797	1,483,781	34,668,029	948,312	946,315	$1,997		946,315	1,997
82	98 JT WATER/SEWER BOND P&I	1,233,115	15,588	1,938,428	0	1,938,428	1,938,430	1,248,701		$1,248,701	0		1,248,701
86	SOLID WASTE COLLECTION SYS.	551,921	2,095,112	0	149,050	(149,050)	2,140,061	357,922	177,481	$180,441	0	177,481	180,441
88	BONITO CAMPGROUND	379,306	964	0	0	0	0	380,270		$380,270			380,270
89	ESGRT .0625%	2,107,239	407,876	0	1,715,000	(1,715,000)	360,720	439,395		$439,395	0		439,395
90	GOLF COURSE	17,313	1,423,400	389,844	100,832	289,012	1,729,511	214		$214	0	0	214
91	AIRPORT	90,218	651,500	91,081	47,951	43,130	780,128	4,720	5,418	($698)	(700)	4,718	2
94	OTERO GREENTREE REG LANDFILL	4,449,239	1,041,009	0	2,018	(2,018)	3,425,086	2,063,144		$2,063,144		0	2,063,144
96	SELF-INSURED FUND	487,880	64,805	0	29,000	(29,000)	45,000	478,685		$478,685			478,685
98	PAYROLL CLEARING	207,352	0	0	0	0	0	207,352		$207,352			207,352
104	UTILITY DEPOSITS	703,681	0	0	0	0	0	703,681		$703,681			703,681
105	ECONOMIC DEVELOPMENT	6,242,324	1,051,902	0	0	0	2,310,069	4,984,157		$4,984,157			4,984,157
107	SELF INSURED/LIABILITY	952,159	7,194	330,000	448,484	(118,484)	330,000	510,869		$510,869			510,869
109	2004 GRT CAPITAL OUTLAY	12,608,230	3,481,924	0	1,275,975	(1,275,975)	10,462,379	4,351,800	542,005	$3,809,795	0	542,005	3,809,795
113	2009 G.O. BOND ACQ FUND	0	0	0	0	0	0	0		$0			0
114	SIDEWALKS REVOLVING LOANS	136,623	1,717	0	0	0	32,360	105,980		$105,980			105,980
115	CORP ESCROW ACCOUNT RESERVE	2,000,000	0	0	0	0	0	2,000,000		$2,000,000			2,000,000
116	REG WATER SUPPLY TRANS LN	0	0	0	0	0	0	0		$0			0
117	2011 JT W/S REF/IMP REVBD	0	0	0	0	0	0	0		$0			0
119	2012 GRT REF/IMP REVBD	1,731,793	35,830	448,484	0	448,484	1,867,882	348,225		$348,225			348,225
121	2015 GO BONDS-FUN CENTER	86,050	22,519	0	0	0	0	108,569		$108,569			108,569
122	2015 GO BONDS-STREETS	194,386	20,816	0	0	0	47,657	167,545		$167,545			167,545
901	HOUSING LOW RENT OPERATING	948,223	875,994	0	217	(217)	1,047,675	776,325	87,306	$689,019	0	87,306	689,019
903	HOUSING HOMEOWNERSHIP OPER	761,606	1,705	0	0	0	28,236	735,075		$735,075			735,075
904	HOUSING CAPITAL FUND PROJECTS	0	865,360	0	0	0	865,360	0		$0			0
	TOTALS FY2019	**73,072,254**	**65,793,380**	**29,526,044**	**29,526,044**	**0**	**106,930,383**	**31,935,247**	**6,477,438**	**25,457,810**	**(700)**	**6,476,738**	**25,458,510**

ALL FUNDS SUMMARY
PRELIMARY 2018-2019

DFA 1/12TH REQ RSRV
1,277,218
Fund Reserve Policy
1,277,218
Subsidy Reserve
487,127
Bal. Remaining
1,048,864

FY19 BUDGET - RESOLUTION 2018-46 (#2) DECEMBER 18, 2018

FUND NO.	FY 2018-2019 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	ADJUSTED RESERVE	ADJUSTED RESERVE UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	7,985,201	17,692,740	1,102,457	7,365,159	(6,262,702)	15,324,813	4,090,426	3,041,562	1,048,864	0	3,041,562	1,048,864
	Revision #1					0	13,031	(13,031)					
	Revision #2		6,178			0	2,128	4,050					
	Revision #3				3,000	(3,000)	(3,000)	0					
	Revision #4				7,729	(7,729)	(7,729)	0					
	Revision #21				2,631	(2,631)	(2,631)	0					
	Total Revised Fund 11	**7,985,201**	**17,698,918**	**1,102,457**	**7,378,519**	**(6,276,062)**	**15,326,612**	**4,081,445**	**3,041,562**	**1,039,883**	**0**	**3,041,562**	**1,039,883**
12	INTERNAL SERVICES	0	416,311	2,642,351	23,733	2,618,618	2,949,908	85,021		$85,021			85,021
	Revision #1					0	351	(351)					
	Total Revised Fund 12	**0**	**416,311**	**2,642,351**	**23,733**	**2,618,618**	**2,950,259**	**84,670**	**0**	**84,670**	**0**	**0**	**84,670**
15	CORRECTIONS-JAIL	0	81,827	114,764	1,255	113,509	193,850	1,486		$1,486			1,486
	Total Revised Fund 15	**0**	**81,827**	**114,764**	**1,255**	**113,509**	**193,850**	**1,486**	**0**	**1,486**	**0**	**0**	**1,486**
16	LODGER'S TAX-PROMOTIONAL FUND	189,094	254,304	0	2,476	(2,476)	279,681	161,241		$161,241			161,241
	Total Revised Fund 16	**189,094**	**254,304**	**0**	**2,476**	**(2,476)**	**279,681**	**161,241**	**0**	**161,241**	**0**	**0**	**161,241**
17	POLICE COURT BOND	7,938	0	0	0	0	0	7,938		$7,938			7,938
	Total Revised Fund 17	**7,938**	**0**	**0**	**0**	**0**	**0**	**7,938**	**0**	**7,938**	**0**	**0**	**7,938**
19	COURT AUTOMATION FUND	17,091	81,594	0	24,629	(24,629)	68,202	5,854		$5,854			5,854
	Total Revised Fund 19	**17,091**	**81,594**	**0**	**24,629**	**(24,629)**	**68,202**	**5,854**	**0**	**5,854**	**0**	**0**	**5,854**
20	LODGER'S TAX-CITY	153,307	429,968	0	60,355	(60,355)	522,504	416		$416			416
	Revision #1					0	313	(313)					
	Total Revised Fund 20	**153,307**	**429,968**	**0**	**60,355**	**(60,355)**	**522,817**	**103**	**0**	**103**	**0**	**0**	**103**
21	D.A.R.E. DONATIONS FUND	24,276	6,119	0	0	0	8,248	22,147		$22,147			22,147
	Revision #5					0	4,322	(4,322)					
	Total Revised Fund 21	**24,276**	**6,119**	**0**	**0**	**0**	**12,570**	**17,825**	**0**	**17,825**	**0**	**0**	**17,825**
22	DESIGNATED GIFT FUND	0	0	0	0	0	0	0		$0			0
24	GRANT CAPITAL IMPROVEMENT	62,532	22,039	0	0	0	23,537	61,034		$61,034			61,034
	Revision #6		240,000			0	240,000	0					
	Total Revised Fund 24	**62,532**	**262,039**	**0**	**0**	**0**	**263,537**	**61,034**	**0**	**61,034**	**0**	**0**	**61,034**
27	MUNICIPAL COURT OPERATIONS	5,469	10,000	424,656	15,917	408,739	418,934	5,274		$5,274			5,274
	Total Revised Fund 27	**5,469**	**10,000**	**424,656**	**15,917**	**408,739**	**418,934**	**5,274**	**0**	**5,274**	**0**	**0**	**5,274**
28	POLICE CONTINGENCY	62,730	3,479	0	0	0	7,500	58,709		$58,709			58,709
	Total Revised Fund 28	**62,730**	**3,479**	**0**	**0**	**0**	**7,500**	**58,709**	**0**	**58,709**	**0**	**0**	**58,709**
31	CEMETERY-PERPETUAL CARE	834,941	22,330	0	98,000	(98,000)	0	759,271		$759,271			759,271
	Total Revised Fund 31	**834,941**	**22,330**	**0**	**98,000**	**(98,000)**	**0**	**759,271**	**0**	**759,271**	**0**	**0**	**759,271**
32	COMMUNITY SERVICES	106,154	565,346	4,369,963	664,633	3,705,330	4,376,346	484		$484			484
	Revision #1					0	2,218	(2,218)					
	Revision #3			3,000		3,000	3,000	0					
	Revision #4			7,729		7,729	7,729	0					
	Revision #21			2,218		2,218		2,218					
	Total Revised Fund 32	**106,154**	**565,346**	**4,382,910**	**664,633**	**3,718,277**	**4,389,293**	**484**	**0**	**484**	**0**	**0**	**484**
33	FIRE PROTECTION	313,401	567,741	0	0	0	561,218	319,924	24,429	$295,495	0	24,429	295,495
	Revision #7		18,040			0	168,358	(150,318)					
	Total Revised Fund 33	**313,401**	**585,781**	**0**	**0**	**0**	**729,576**	**169,606**	**24,429**	**145,177**	**0**	**24,429**	**145,177**

36	LAW ENFORCEMENT FUND	3,362	110,698	0	0	0	110,664	3,396		$3,396			3,396
	Total Revised Fund 36	**3,362**	**110,698**	**0**	**0**	**0**	**110,664**	**3,396**	**0**	**3,396**	**0**	**0**	**3,396**
37	STATE HIGHWAY FUND	128,259	37,775	0	0	0	28,825	137,209		$137,209			137,209
	Revision #8		6,138			0	6,138	0					
	Total Revised Fund 37	**128,259**	**43,913**	**0**	**0**	**0**	**34,963**	**137,209**	**0**	**137,209**	**0**	**0**	**137,209**
38	TRAFFIC SAFETY FUND	61,701	23,492	0	0	0	28,000	57,193		$57,193			57,193
	Total Revised Fund 38	**61,701**	**23,492**	**0**	**0**	**0**	**28,000**	**57,193**	**0**	**57,193**	**0**	**0**	**57,193**
39	STATE JUDICIAL	4,707	75,500	0	0	0	75,500	4,707		$4,707			4,707
	Total Revised Fund 39	**4,707**	**75,500**	**0**	**0**	**0**	**75,500**	**4,707**	**0**	**4,707**	**0**	**0**	**4,707**
40	AIRPORT IMPROVEMENT PROJECTS	0	0	0	0	0	0	0		$0			0
	Total Revised Fund 40	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
42	1984 GROSS RECEIPTS TAX	2,955,980	1,709,051	125,500	4,528,253	(4,402,753)	0	262,278	262,110	$168		262,110	168
	Total Revised Fund 42	**2,955,980**	**1,709,051**	**125,500**	**4,528,253**	**(4,402,753)**	**0**	**262,278**	**262,110**	**168**		**262,110**	**168**
44	TRANSPORTATION FUND	0	4,019,304	1,224,228	164,091	1,060,137	4,428,948	650,493	8,776	$641,717	0	8,776	641,717
	Revision #9		(600,610)			0		(600,610)					
	Total Revised Fund 44	**0**	**3,418,694**	**1,224,228**	**164,091**	**1,060,137**	**4,428,948**	**49,883**	**8,776**	**41,107**	**0**	**8,776**	**41,107**
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		$0			0
49	1986 GROSS RECEIPTS TAX	5,982,352	1,783,984	0	6,530,419	(6,530,419)	627,999	607,918	269,454	$338,464	0	269,454	338,464
	Total Revised Fund 49	**5,982,352**	**1,783,984**	**0**	**6,530,419**	**(6,530,419)**	**627,999**	**607,918**	**269,454**	**338,464**	**0**	**269,454**	**338,464**
50	PROPERTY ACQUISITION	85,010	0	0	0	0	10,000	75,010		$75,010			75,010
	Total Revised Fund 50	**85,010**	**0**	**0**	**0**	**0**	**10,000**	**75,010**	**0**	**75,010**	**0**	**0**	**75,010**
53	GENERAL OBLIGATION	920,267	1,049,731	0	0	0	1,101,883	868,115	550,942	$317,173	0	550,942	317,173
	Revision #19					0	863	(863)					
	Total Revised Fund 53	**920,267**	**1,049,731**	**0**	**0**	**0**	**1,102,746**	**867,252**	**550,942**	**316,310**	**0**	**550,942**	**316,310**
54	REVERSE OSMOSIS PROJECT RSV	21,967	1,313	3,511,454	0	3,511,454	2,866,379	668,355		$668,355			668,355
	Total Revised Fund 54	**21,967**	**1,313**	**3,511,454**	**0**	**3,511,454**	**2,866,379**	**668,355**	**0**	**668,355**	**0**	**0**	**668,355**
56	99 GRT FLOOD CONTROL BOND PROJ	1,615,590	232	5,573,556	0	5,573,556	5,641,191	1,548,187		$1,548,187			1,548,187
	Total Revised Fund 56	**1,615,590**	**232**	**5,573,556**	**0**	**5,573,556**	**5,641,191**	**1,548,187**	**0**	**1,548,187**	**0**	**0**	**1,548,187**
59	REVENUE BOND P & I FUND	188,175	3,985	2,668,143	0	2,668,143	2,671,643	188,660		$188,660			188,660
	Total Revised Fund 59	**188,175**	**3,985**	**2,668,143**	**0**	**2,668,143**	**2,671,643**	**188,660**	**0**	**188,660**	**0**	**0**	**188,660**
61	MUNICIPAL INFRASTRUCTURE .0625%	578,486	393,964	0	605,484	(605,484)	0	366,966	12,073	$354,893	0	12,073	354,893
	Total Revised Fund 61	**578,486**	**393,964**	**0**	**605,484**	**(605,484)**	**0**	**366,966**	**12,073**	**354,893**	**0**	**12,073**	**354,893**
63	COMMUNITY DEVELOPMENT	11,947	0	452,203	48,567	403,636	384,048	31,535		$31,535			31,535
	Total Revised Fund 63	**11,947**	**0**	**452,203**	**48,567**	**403,636**	**384,048**	**31,535**	**0**	**31,535**	**0**	**0**	**31,535**
69	1994 GROSS RECEIPTS	2,576,239	1,694,281	0	3,630,952	(3,630,952)	0	639,568	549,566	$90,002		549,566	90,002
	Total Revised Fund 69	**2,576,239**	**1,694,281**	**0**	**3,630,952**	**(3,630,952)**	**0**	**639,568**	**549,566**	**90,002**	**0**	**549,566**	**90,002**
71	ALAMO SENIOR CENTER	3,643	712,086	616,160	4,758	611,402	1,297,454	29,677		$29,677			29,677
	Revision #1					0	614	(614)					
	Revision #10		62,611			0	62,611	0					
	Revision #11		25,556			0	25,556	0					
	Total Revised Fund 71	**3,643**	**800,253**	**616,160**	**4,758**	**611,402**	**1,386,235**	**29,063**	**0**	**29,063**	**0**	**0**	**29,063**
74	ALAMO SENIOR CENTER GIFT	100,294	25,266	0	0	0	63,386	62,174		$62,174			62,174
	Total Revised Fund 74	**100,294**	**25,266**	**0**	**0**	**0**	**63,386**	**62,174**	**0**	**62,174**	**0**	**0**	**62,174**
75	RETIRED & SENIOR VOL. PROGRAM	1,318	225,394	49,247	18,679	30,568	257,267	13		$13			13
	Total Revised Fund 75	**1,318**	**225,394**	**49,247**	**18,679**	**30,568**	**257,267**	**13**	**0**	**13**	**0**	**0**	**13**

81	WATER/SEWER OPERATING	12,182,162	14,191,088	3,411,578	1,956,797	1,454,781	26,303,411	1,524,620	946,315	$578,305		946,315	578,305
	Revision #1					0	1,279	(1,279)					
	Revision #12		3,113			0	3,113	0					
	Revision #13			29,000		29,000	29,000	0					
	Revision #14					0	12,000	(12,000)					
	Revision #20		7,756,197			0	8,864,226	(1,108,029)					
	Revision #22						(545,000)	545,000					
	Total Revised Fund 81	12,182,162	21,950,398	3,440,578	1,956,797	1,483,781	34,668,029	948,312	946,315	1,997		946,315	1,997
82	98 JT WATER/SEWER BOND P&I	1,233,115	15,588	1,938,428	0	1,938,428	1,938,430	1,248,701		$1,248,701	0		1,248,701
	Total Revised Fund 82	1,233,115	15,588	1,938,428	0	1,938,428	1,938,430	1,248,701	0	1,248,701	0	0	1,248,701
86	SOLID WASTE COLLECTION SYS.	551,921	2,095,112	0	149,050	(149,050)	2,121,053	376,930	177,481	$199,449	0	177,481	199,449
	Revision #1					0	8	(8)					
	Revision #15					0	19,000	(19,000)					
	Total Revised Fund 86	551,921	2,095,112	0	149,050	(149,050)	2,140,061	357,922	177,481	180,441	0	177,481	180,441
88	BONITO CAMPGROUND	379,306	964	0	0	0	0	380,270		$380,270			380,270
	Total Revised Fund 88	379,306	964	0	0	0	0	380,270	0	380,270	0	0	380,270
89	ESGRT .0625%	2,107,239	407,876	0	1,715,000	(1,715,000)	307,385	492,730		$492,730	0		492,730
	Revision #16					0	53,335	(53,335)					
	Total Revised Fund 89	2,107,239	407,876	0	1,715,000	(1,715,000)	360,720	439,395	0	439,395	0	0	439,395
90	GOLF COURSE	17,313	1,423,400	389,431	100,832	288,599	1,729,098	214		$214		0	214
	Revision #1					0	413	(413)					
	Revision #21			413		413		413					
	Total Revised Fund 90	17,313	1,423,400	389,844	100,832	289,012	1,729,511	214	0	214	0	0	214
91	AIRPORT	90,218	609,947	91,081	47,951	43,130	737,877	5,418	5,418	$0		5,418	0
	Revision #1					0	84	(84)					
	Revision #17		41,553			0	42,167	(614)					
	Total Revised Fund 91	90,218	651,500	91,081	47,951	43,130	780,128	4,720	5,418	(698)	700	4,718	2
94	OTERO GREENTREE REG LANDFILL	4,449,239	1,041,009	0	2,018	(2,018)	3,425,086	2,063,144		$2,063,144		0	2,063,144
	Total Revised Fund 94	4,449,239	1,041,009	0	2,018	(2,018)	3,425,086	2,063,144	0	2,063,144	0	0	2,063,144
96	SELF-INSURED FUND	487,880	64,805	0	0	0	45,000	507,685		$507,685			507,685
	Revision #13				29,000	(29,000)	0	(29,000)					
	Total Revised Fund 96	487,880	64,805	0	29,000	(29,000)	45,000	478,685	0	478,685	0	0	478,685
98	PAYROLL CLEARING	207,352	0	0	0	0	0	207,352		$207,352			207,352
	Total Revised Fund 98	207,352	0	0	0	0	0	207,352	0	207,352	0	0	207,352
104	UTILITY DEPOSITS	703,681	0	0	0	0	0	703,681		$703,681			703,681
	Total Revised Fund 104	703,681	0	0	0	0	0	703,681	0	703,681	0	0	703,681
105	ECONOMIC DEVELOPMENT	6,242,324	1,051,902	0	0	0	2,310,069	4,984,157		$4,984,157			4,984,157
	Total Revised Fund 105	6,242,324	1,051,902	0	0	0	2,310,069	4,984,157	0	4,984,157	0	0	4,984,157
107	SELF INSURED/LIABILITY	952,159	7,194	330,000	448,484	(118,484)	330,000	510,869		$510,869			510,869
	Total Revised Fund 107	952,159	7,194	330,000	448,484	(118,484)	330,000	510,869	0	510,869	0	0	510,869
109	2004 GRT CAPITAL OUTLAY	12,608,230	3,481,924	0	1,275,975	(1,275,975)	10,462,379	4,351,800	542,005	$3,809,795	0	542,005	3,809,795
	Total Revised Fund 109	12,608,230	3,481,924	0	1,275,975	(1,275,975)	10,462,379	4,351,800	542,005	3,809,795	0	542,005	3,809,795
113	2009 G.O. BOND ACQ FUND	0	0	0	0	0	0	0		$0			0
	Total Revised Fund 113	0	0	0	0	0	0	0	0	0	0	0	0
114	SIDEWALKS REVOLVING LOANS	136,623	1,717	0	0	0	32,360	105,980		$105,980			105,980
	Total Revised Fund 114	136,623	1,717	0	0	0	32,360	105,980	0	105,980	0	0	105,980
115	CORP ESCROW ACCOUNT RESERVE	2,000,000	0	0	0	0	0	2,000,000		$2,000,000			2,000,000
116	REG WATER SUPPLY TRANS LN	0	0	0	0	0	0	0		$0			0
	Total Revised Fund 116	0	0	0	0	0	0	0	0	0	0	0	0
117	2011 JT W/S REF/IMP REVBD	0	0	0	0	0	0	0		$0			0
	Total Revised Fund 117	0	0	0	0	0	0	0	0	0	0	0	0
119	2012 GRT REF/IMP REVBD	1,731,793	35,830	448,484	0	448,484	1,867,882	348,225		$348,225			348,225
	Total Revised Fund 119	1,731,793	35,830	448,484	0	448,484	1,867,882	348,225	0	348,225	0	0	348,225
121	2015 GO BONDS-FUN CENTER	86,050	22,519	0	0	0	0	108,569		$108,569			108,569
	Total Revised Fund 121	86,050	22,519	0	0	0	0	108,569	0	108,569	0	0	108,569
122	2015 GO BONDS-STREETS	194,386	20,816	0	0	0	47,657	167,545		$167,545			167,545
	Total Revised Fund 122	194,386	20,816	0	0	0	47,657	167,545	0	167,545	0	0	167,545

901	HOUSING LOW RENT OPERATING	948,223	845,994	0	217	(217)	1,017,675	776,325	84,806	$691,519	0	84,806	691,519
	Revision #18		30,000			0	30,000	0					
	Total Revised Fund 901	**948,223**	**875,994**	**0**	**217**	**(217)**	**1,047,675**	**776,325**	**87,306**	**689,019**	**0**	**87,306**	**689,019**
903	HOUSING HOMEOWNERSHIP OPER	761,606	1,705	0	0	0	22,836	740,475		$740,475			740,475
	Revision #18					0	5,400	(5,400)					
	Total Revised Fund 903	**761,606**	**1,705**	**0**	**0**	**0**	**28,236**	**735,075**	**0**	**735,075**	**0**	**0**	**735,075**
904	HOUSING CAPITAL FUND PROJECTS	0	865,360	0	0	0	865,360	0		$0			0
	Total Revised Fund 904	**0**	**865,360**	**0**	**0**	**0**	**865,360**	**0**	**0**	**0**	**0**	**0**	**0**
	TOTALS FY2019	**73,072,254**	**65,793,380**	**29,526,044**	**29,526,044**	**0**	**106,930,383**	**31,935,248**	**6,477,438**	**25,457,810**	**700**	**6,476,738**	**25,458,510**

Resolution # 2018-46 December 18, 2018

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	REVISION #1					
	Property Liability coverage exceeded estimated budget due to additional properties added. Fund balance is being used					
Non-Recurring						
		011-2001-411-58-07		140	**13**	153
		011-2400-419-58-07		12,672	**12,118**	24,790
		011-3804-429-58-07		615	**62**	677
		011-4104-420-58-07		8,500	**838**	9,338
				21,927	13,031	34,958
		012-1602-415-58-07		1,215	**121**	1,336
		012-3303-419-58-07		1,000	**103**	1,103
		012-3503-419-58-07		1,242	**127**	1,369
				3,457	351	3,808
		020-0006-454-58-07		3,078	**313**	3,391
		032-0006-419-58-07		103	**11**	114
		032-6106-450-58-07		11,158	**1,139**	12,297
		032-6206-410-58-07		4,663	**204**	4,867
		032-6306-452-58-07		1,236	**126**	1,362
		032-7101-455-58-07		7,229	**738**	7,967
				24,389	2,218	26,607
		071-8023-445-58-07		1,296	**129**	1,425
		071-8024-445-58-07		1,481	**147**	1,628
		071-8025-445-58-07		247	**25**	272
		071-8115-445-58-07		3,147	**313**	3,460
				6,171	614	6,785
		081-1803-461-58-07		149	**14**	163
		081-5503-461-58-07		12,400	**1,265**	13,665
				12,549	1,279	13,828
		086-1003-434-58-07		68	**8**	76
		090-0101-456-58-07		4,069	**413**	4,482
		091-0006-459-58-07		828	**84**	912
	REVISION #2					
Non-Recurring	**Revision to correct the revenue account to include current deposits and the settlement payment from Stericycle. The extra revenue gained from Stericycle will be used to fund Hazmat services and copy machine services. Increases fund balance**					
	11	**GENERAL FUND**				
		Revenues				
		011-4104-316-15-15	MISCELLANEOUS REIMBURSEMENTS	-	**6,178**	6,178
		Expenditures				
		011-4104-420-57-34	CONTRACT SERVICES	21,165	**2,128**	23,293
	REVISION #3					
	Revision moves requested funding to new line for the Union Pacific Railroad easement/rental agreement with the zoo. Revision decreases the amount available in general fund contingencies. Increases transfer from Fund 11 to Fund 32					
Non-Recurring	**11**	**GENERAL FUND**				
		Transfers Out				
		011-0000-491-18-32	TRAN TO (32) COMMUNITY SERVICES	4,221,963	**3,000**	4,224,963
		Expenditures				
		011-2400-419-57-72	CONTINGENCIES	816,892	**(3,000)**	813,892
	32	**COMMUNITY SERVICES**				
		Transfers To				
		032-0000-391-19-11	TRAN FROM (11) GENERAL OP	4,221,963	**3,000**	4,224,963
		Expenditures				
		032-6306-452-57-59	OTHER SERVICES/LAND RENTAL	-	**3,000**	3,000

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	REVISION #4					
	Revision moves requested funding to purchase and ship a wheel chair lift for the portable stage to bring it into ADA compliance with Federal law. Revision decreases the remainder of the funds available in the City Hall carpet replacement project. Increases transfer from Fund 11 to Fund 32					
Non-Recurring	**11**	**GENERAL FUND**				
		Transfers Out				
		011-0000-491-18-32	TRAN TO (32) COMMUNITY SERVICES	4,224,963	**7,729**	4,232,692
		Expenditures				
	EN1703	011-2400-419-61-60	CAPITAL OUTLAY/CAPITAL EQUIPMENT	15,381	**(7,729)**	7,652
	32	**COMMUNITY SERVICES**				
		Transfers To				
		032-0000-391-19-11	TRAN FROM (11) GENERAL OP	4,224,963	**7,729**	4,232,692
		Expenditures				
		032-6206-410-50-50	OTHER EXPENSE/EQUIPMENT	31,500	**7,729**	39,229
	REVISION #5					
Non-Recurring	**Revision to replace DARE promotional money that had been moved to DARE training. DARE training has been completed and requires funds to cover all training expenses. Decreases fund balance**					
	21	**DARE DONATIONS FUND**				
		Expenditures				
		021-4504-420-57-77	DARE PROMOTIONAL	-	**4,000**	4,000
		021-4504-420-56-05	DARE TRAINING	4,000	**322**	4,322
				4,000	4,322	8,322
	REVISION #6					
Non-Recurring	**Revision to add Capital Appropriation Project 18 C2537 awarded to the City for playground shade structures at Alameda Park Zoo, Alamogordo Family Recreation Center, Griggs Field, Hermoso el Sol, Paiute Park and University Park.**					
	24	**GRANT CAPITAL IMPROVEMENT**				
		Revenues				
	CS1910	024-0000-317-16-13	STATE GRANT REVENUE	-	**240,000**	240,000
		Expenditures				
	CS1910	024-9799-990-68-99	CAPITAL OUTLAY/ICIP	-	**240,000**	240,000
	REVISION #7					
Non-Recurring	**Revision of revenue to bring originally budgeted state fire allotment line up to the actual amount allocated by the state. Expenditures are being revised to use new revenue for equipment. Second revision of expenses is to add the carry over of fire protection funds approved by the State Fire Marshal. Funds will be used to purchase three new apparatuses. Decrease in fund balance**					
	33	**FIRE PROTECTION**				
		Revenues				
		033-0000-317-16-06	STATE FIRE ALLOTMENT	562,769	**18,040**	580,809
		Expenditures				
		033-0000-421-50-50	EQUIPMENT	202,888	**18,040**	220,928
		033-0000-421-50-50	EQUIPMENT	220,928	**150,318**	371,246
				423,816	168,358	592,174
	REVISION #8					
Non-Recurring	**Revision of revenue to bring originally budgeted Keep Alamogordo Beautiful grant awards inline with actual state award. Expenditures are being revised to accommodate an increase in the state grant. There is a decrease in travel and training costs and an increase in supplies.**					
	37	**STATE HIGHWAY CLEANUP**				
		Revenues				
	SP1903	037-0000-317-1609	GRANTS/KEEP ALAMOGORDO BEAUTIFUL	15,200	**6,138**	21,338
		Expenditures				
	SP1903	037-0006-431-3065	KAB SUPPLIES	12,500	**6,418**	18,918
	SP1903	037-0006-431-5605	TRAINING AND TRAVEL	2,700	**(280)**	2,420
				15,200	6,138	21,338

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	REVISION #9					
Non-Recurring	**Revision of revenue to reflect correct amounts for state and federal grants. State grant no. A4060 for $215,500 reverted back to the state on 6/30/2018. Staff could not utilize funds before reversion date. State grant no. A16A2241 is still valid until 6/30/2010. Federal revenues are revised to reflect expected reimbursement. Decrease in fund balance**					
	44	**TRANSPORTATION**				
		Revenues				
	PW1701	044-0000-317-16-13	STATE GRANT REVENUE	804,500	**(215,500)**	589,000
	EN1602	044-0000-317-16-13	STATE GRANT REVENUE	91,809	**(54,809)**	37,000
	EN1602	044-0000-317-16-73	FEDERAL GRANT REVENUE	351,301	**(330,301)**	21,000
				1,247,610	(600,610)	647,000
	REVISION #10					
Non-Recurring	**Revision of revenue is to bring originally budgeted state and federal revenues inline with actual contract awards. Federal NSIP funding has been significantly reduced. Expenditures are being revised to accommodate for the decreases or increases in revenue**					
	71	**ALAMO SENIOR CENTER**				
		Revenues				
	SCCL19	071-0000-317-16-34	GRANTS/CASH IN LIEU - NSIP	60,426	**(27,961)**	32,465
		071-8023-317-16-30	GRANTS/FEDERAL (SA1)	55,428	**(5,543)**	49,885
		071-8023-317-16-32	GRANTS/HB2 ALL OTHER STATE	71,706	**25,511**	97,217
		071-8024-317-16-30	GRANTS/FEDERAL (SA1)	20,477	**(4,548)**	15,929
		071-8024-317-16-32	GRANTS/HB2 ALL OTHER STATE	84,046	**40,030**	124,076
		071-8025-317-16-30	GRANTS/FEDERAL (SA1)	38,820	**(11,444)**	27,376
		071-8025-317-16-32	GRANTS/HB2 ALL OTHER STATE	20,465	**32,562**	53,027
		071-8026-317-16-32	GRANTS/HB2 ALL OTHER STATE	18,578	**(6,000)**	12,578
		071-8030-317-16-32	GRANTS/HB2 ALL OTHER STATE	14,740	**20,004**	34,744
				384,686	62,611	447,297
		Expenditures				
	SCCL19	071-8023-445-32-65	SUPPLIES/COMMODITIES NSIP	30,213	**(13,272)**	16,941
	SCCL19	071-8024-445-32-65	SUPPLIES/COMMODITIES NSIP	30,213	**(14,689)**	15,524
		071-8023-445-32-60	SUPPLIES/FOOD PURCHASES	60,000	**19,968**	79,968
		071-8024-445-32-60	SUPPLIES/FOOD PURCHASES	57,146	**35,482**	92,628
		071-8025-445-32-75	SUPPLIES/PROGRAM SUPPLIES	9,000	**11,118**	20,118
		071-8025-445-56-05	TRAINING & TRAVEL	9,468	**10,000**	19,468
		071-8026-445-30-55	SUPPLIES/FUELS	1,166	**(1,166)**	-
		071-8026-445-32-75	SUPPLIES/PROGRAM SUPPLIES	1,000	**(1,000)**	-
		071-8026-445-44-21	MAIN/FLEET COMMERCIAL PARTS	750	**(750)**	-
		071-8026-445-57-36	SERVICES/INNOCULATION SERVICES	500	**(500)**	-
		071-8026-445-20-03	SALARIES & BENEFITS/PART TIME	15,956	**(2,584)**	13,372
		071-8030-445-32-75	SUPPLIES/PROGRAM SUPPLIES	635	**20,004**	20,639
				216,047	62,611	278,658
	REVISION #11					
Non-Recurring	**Revision of revenue and expenses to add a new evidence-based fitness program per NM Area Agency on Aging. A new division will be set up for this request**					
	71	**ALAMO SENIOR CENTER**				
		Revenues				
		071-XXXX-317-16-30	GRANTS/FEDERAL (SA1)	-	**25,556**	25,556
		Expenditures				
		071-XXXX-445-57-34	CONTRACT SERVICES	-	**2,000**	2,000
		071-XXXX-445-32-75	SUPPLIES/PROGRAM SUPPLIES	-	**18,556**	18,556
		071-XXXX-445-56-05	TRAINING AND TRAVEL	-	**5,000**	5,000
				-	25,556	25,556
	REVISION #12					
Non-Recurring	**Revision of revenue is to add sale of scrap revenue not originally budgeted due to not knowing if there would be scrap inventory to sell. Additional revenue will be used to purchase the necessary equipment for the electric forklift that will be used inside at Central Receiving**					
	81	**WATER/SEWER OPERATING**				
		Revenues				
		081-1602-316-15-05	SALE OF SCRAP	-	**3,113**	3,113
		Expenditures				
		081-1602-461-44-21	FLEET COMMERCIAL PARTS	1,200	**3,113**	4,313

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	REVISION #13					
	Revision moves requested funding to capital equipment replacement to replace a parked public works truck totaled by a citizen in an auto accident. Increases transfer from Fund 96 to Fund 81					
Non-Recurring	**96**	**SELF INSURED FUND**				
		Transfers Out				
		096-0000-491-18-81	TRAN TO (81) WATER SEWER OPERATING	-	**29,000**	29,000
	81	**WATER/SEWER OPERATING**				
		Transfers To				
		081-0000-391-19-96	TRAN FROM (96) SELF INSURED FUND	-	**29,000**	29,000
		Expenditures				
		081-1803-461-61-85	CER EQUIPMENT REPLACEMENT	-	**29,000**	29,000
	REVISION #14					
Recurring	**Revision is necessary to continue to pay collection agency for collection of outstanding utility accounts. Fiscal year to date agency has collected $42,605.06. Original budget was an estimate based on past years efforts. This year we have had the available staff to emphasize collections. Due to increased number of utility liens filed and anticipated to be filed, we are requesting $5,500 for the remainder of FY19. The $1,500 increase in software fees is to cover group messaging fees for the AquaHawk Customer Portal.**					
	81	**WATER/SEWER OPERATING**				
		Expenditures				
		081-2202-461-44-06	SOFTWARE SUPPORT FEES	54,904	**1,500**	56,404
		081-2202-461-56-30	LEGAL FEES & SERVICES	5,000	**5,500**	10,500
		081-2202-461-56-48	COLLECTION AGENCY FEES	2,500	**5,000**	7,500
				62,404	12,000	74,404
	REVISION #15					
Non-Recurring	**Revision is to for the repair of the scale system that is located at the collections center. The scale needs to be replaced including the pads. The current system is outdated and cannot be repaired. Decreases fund balance**					
	86	**SOLID WASTE COLLECTION SYSTEMS**				
		Expenditures				
		086-1003-434-50-50	EQUIPMENT	10,000	**19,000**	29,000
	REVISION #16					
Non-Recurring	**Revision is to reallocate funds to current FY19 project budget for PW1711. Due to a keying error, the funding was not carried forward from FY18 to FY19.**					
	89	**ESGRT .0625%**				
		Expenditures				
	PW1711	089-9399-990-68-99	EQUIPMENT	-	**53,335**	53,335
	REVISION #17					
Non-Recurring	**Revision is to move the revenue lines form AP1802 (design phase) to AP1803 (construction phase). The capital line is increased to fully cover the costs of construction and consultant oversight. Decreases fund balance**					
	91	**AIRPORT**				
		Revenues				
	AP1802	091-0000-317-16-13	STATE GRANT REVENUE	23,722	**(23,722)**	-
	AP1802	091-0000-317-16-73	FEDERAL GRANT REVENUE	426,997	**(426,997)**	-
	AP1803	091-0000-317-16-13	STATE GRANT REVENUE	-	**25,909**	25,909
	AP1803	091-0000-317-16-73	FEDERAL GRANT REVENUE	-	**466,363**	466,363
				450,719	41,553	492,272
		Expenditures				
	AP1803	091-0006-459-61-60	CAPITAL OUTLAY	474,043	**42,167**	516,210
	REVISION #18					
Non-Recurring	**Revision is to increase the estimated revenue to account for the funds that will be received from the insurance company for the fire loss at 106 Avenida Amigos. It also adds the expense for the fire remediation. This also adds the expense for the asbestos removal and air quality control for 2313 Telles. Decreases fund balance**					
	901	**HOUSING LOW RENT OPERATING**				
		Revenues				
		901-0000-316-15-01	REVENUE/REFUNDS & COLLECTIONS	500	**30,000**	30,500
		Expenditures				
		901-0107-463-61-13	CONSTRUCTION	62,218	**30,000**	92,218
	903	**HOUSING HOMEOWNERSHIP**				
		Expenditures				
		903-0107-463-57-34	CONTRACT SERVICES	-	**5,400**	5,400
	REVISION #19					
Recurring	**Revision is to add the expense for the escrow agent fee for the bond escrow services provided by BOK Financial for the 2009/2017 GO Bond. Decreases fund balance**					
	53	**GENERAL OBLIGATION P&I**				
		Expenditures				
		053-0000-471-74-00	BOND/LOAN EXPENSES	-	**863**	863
	REVISION #20					
Non-Recurring	**Revision is to increase reimbursement and expense lines based on NMDHSEM/FEMA amendment A12 to award additional debris removal from Bonito Lake.**					
	81	**WATER/SEWER OPERATING**				
		Revenues				
	PW1501	081-0000-317-16-13	GRANTS/STATE GRANTS	508,384	**1,108,028**	1,616,412
	PW1501	081-0000-317-16-73	GRANTS/FEDERAL GRANTS	3,050,302	**6,648,169**	9,698,471
				3,558,686	7,756,197	11,314,883
		Expenditures				
	PW1501	081-0008-461-60-79	BONITO LAKE RESTORATION	9,265,822	**8,864,226**	18,130,048

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	REVISION #21					
	Revision moves funds to cover the amounts of the property insurance increase. This increase was not included in the intial budgeting phase and would cause a negative fund balance in these accounts. Revision decreases the amount available in general fund contingencies. Increases transfer from Fund 11 to Fund 32 and Fund 90					
Non-Recurring	**11**	**GENERAL FUND**				
		Transfers Out				
		011-0000-491-18-32	TRAN TO (32) COMMUNITY SERVICES	4,232,692	**2,218**	4,234,910
		011-0000-491-18-90	TRAN TO (90) COMMUNITY SERVICES	389,431	**413**	389,844
				4,622,123	2,631	4,624,754
		Expenditures				
		011-2400-419-57-72	CONTINGENCIES	813,892	**(2,631)**	811,261
	32	**COMMUNITY SERVICES**				
		Transfers To				
		032-0000-391-19-11	TRAN FROM (11) GENERAL OP	4,232,692	**2,218**	4,234,910
	90	**GOLF COURSE**				
		Transfers To				
		090-0000-391-19-11	TRAN FROM (11) GENERAL OP	389,431	**413**	389,844
	REVISION #22					
Non-Recurring	**Revision is to decrease utility relocation expense to cover required reserve in Fund 81**					
	81	**WATER/SEWER OPERATING**				
		Expenditures				
	EN1609	081-9303-465-67-70	UTILITY RELOCATION CORP PHASE 8	700,000	**(545,000)**	155,000

REVENUES ON RESOLUTION

REVENUES

ITEM #	AMOUNT	TYPE	
2	$ 6,178	Steri-Cycle Settlement	
4	$ 3,873	Carry over	
6	$ 240,000	New Grant Revenue	
7	$ 18,040	Increase in Fire Protection Award	
8	$ 6,138	Increase KAB revenue	
9	$ (600,610)	Decrease Grant Revenue	
10	$ 62,611	Increase Revenues to Actuals	
11	$ 25,556	Add Revnue for new program	
12	$ 3,113	Increase Sale of Scrap	
17	$ 41,553	Increase Revenues to Actuals	
18	$ 30,000	Add Insurance Revenue	
20	$ 7,756,197	Increase Revenue for FEMA Distribution	
	$ 7,592,649	Total	$ (1,445,935)

EXPENDITURES

ITEM #	AMOUNT	TYPE
1	$ 17,998	Property Insurance Increase
2	$ 2,128	Increasing Contract Services
3	$ -	Decreasing expense in 11, Increasing in 32
4	$ -	Decreasing expense in 11, Increasing in 32
5	$ 4,322	Increase DARE Expenses
6	$ 240,000	New Grant Expenses
7	$ 168,358	Roll Over of 2018 Fire Funding
8	$ 6,138	Increase KAB Expense
10	$ 62,611	Increase Expenses to Match
11	$ 25,556	Add Expenses for New Program
12	$ 3,113	Increase Fleet Commercial Parts
13	$ 29,000	Replace totaled vehicle
14	$ 12,000	Increase Water Billing Expenses
15	$ 19,000	Replace Scale
16	$ 53,335	Carry Over
17	$ 42,167	Increase Expenses for Consultant
18	$ 35,400	Add Insurance Expense/Asbestos Abatement
19	$ 863	Add Bond Expense
20	$ 8,864,226	Increase Expenses for FEMA Distribution
21	$ (2,631)	Decreasing Contingencies
22	$ (545,000)	Decreasing Utility Relocation
	$ 9,038,584	Total

TRANSFERS IN

ITEM#	AMOUNT	TYPE
3	$ 3,000	Increase Transfer to 32
4	$ 7,729	Increase Transfer to 33

13	$	29,000	Transfer to Community Services
21	$	2,631	Transfer to Community Services
	$	42,360	Total

TRANSFERS OUT

3	$	3,000	Increase Transfer to 32
4	$	7,729	Increase Transfer to 33
13	$	29,000	Transfer from General Fund
21	$	2,631	Transfer from General Fund
	$	42,360	Total

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 12/18/2018 **Report Date:** 10/29/2018 **Report No:** 11.

Submitted By: April Jones

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

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Planning and Zoning Commission, and the Housing Authority Advisory Board, remove one person from Library Board.

Background: **Airport Zoning Board**. One (1) city vacancy. Staff Liaison - Cheryl Otero-Baker
No nominations received.

Housing Authority Advisory Board. One (1) resident commissioner vacancy. Staff Liaison - Marissa Ruiz. Vacancy due to expiring term of Colleen Lenart, Resident Commissioner.
The following individual is interested in being reappointed:
Ms. Colleen Lenart - If reappointed this will be her second term.

Mayor's Committee on Aging. One city (1) vacancy. Staff Liaison - Britney Courtier.
No nominations received.

Alamogordo Public Library Board – One (1) current city vacancy. Per Public Library Board by-laws, The Mayor may remove any board member who misses three consecutive meetings in a term year. It is requested that Jessica Hoidahl be removed from the Library Board and the vacancy submitted for nominations as she has not attended a meeting since September 2018.

Planning and Zoning Commission. One (1) vacancy. Vacancy due to expiring term of Andrew Gomolak.
The following individual is interested in being reappointed:
Mr. Andrew Gomolak - if appointed, this will be his fifth term.

Senior Volunteer Programs Advisory Council. Four (4) vacancies. Staff Liaison - Neil McFarland. (One vacancy represents the Foster Grandparent program, one represents the Senior Companion program, the remaining 2 seats are for at large members residing within the city)
No nominations received.

White Sands Beautification Committee. One (1) vacancy. Staff Liaison - Stella Real.
No nominations received.

RECEIVED
DEC 0 5 2018
CITY CLERK

City of Alamogordo

APPLICATION TO SERVE ON A CITY BOARD/COMMITTEE

Name: ____Andrew R Gomolak, "JR"__

Home Phone: ___575-434-0690___ Work Phone: __None, Retired__

Cell Phone: _____575-430-1906________ Fax No: __None__

e-mail address: __ jr.gomolak@gmail.com__

Physical Address: _3005 del Prado, Alamogordo__

Is the above address within City limits? Yes __X___ No _____

Mailing Address: ______Same____

Present Employer: ____Retired AF____ Job Title: ___Geologist/Archaeologist____

Board/Committee you wish to serve on:

First choice: __Planninng and Zoning Commission__

Second choice: __(I think I am also on the city's "Place Names Committee"__

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

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

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

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

Experience and education relating to the Board/Committee:______________________

___I have served on the CoA P&Z Commission for years, and also serve on the Otero County Planning Commission. __

____

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

___I desire to continue on the P&Z Commission. ___

Please return completed application to: City Clerk's Office.

April D. Jones

From: noreply@civicplus.com
Sent: Tuesday, December 11, 2018 1:19 PM
To: April D. Jones
Subject: Online Form Submittal: Application to serve on a Board/Committee

RECEIVED
DEC 1 1 2018
CITY CLERK

Application to serve on a Board/Committee

First Name	colleen
Last Name	lenart
Address	604 alta vista
City	alamogordo
State	nm
Zip Code	88310
Phone Number	575-491-6920
Email Address	thisismyemailcjb1980@gmail.com
Is the above address within City Limits?	Yes
Present Employer:	none
Board/Committee you would like to serve on (1st choice):	Housing Authority Advisory Board
Board/Committee you would like to serve on (2nd choice):	Housing Authority Advisory Board
Are you related to anyone who is presently employeed by the City of Alamogordo	No
If so, what is their relation to you?	*Field not completed.*
Are you related to an Elected Official of the City of Alamogordo?	No
Is so, what is their relation to you?	*Field not completed.*
Experience and education relating to the Board/Committee:	Have been on board previously

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 12/18/2018 **Report Date:** 12/12/2018 **Report No:** 12.

Submitted By:

Subject: Adjourn into Executive Closed Session in compliance with 10151(h), NMSA 1978 (as amended) to discuss real property of Oregon Elementary Acquisition.

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: