Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

May 14, 2019 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

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

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Proclamation for "Kids at Parks Day". *(Richard Boss, Mayor)*

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

2. Approve the minutes for the April 23, 2019 Regular meeting. *(Rachel Hughs, City Clerk)*

3. Approve the statements related to the Executive Closed Session held on April 23, 2019. *(Rachel Hughs, City Clerk)*

4. Consider, and act upon, final publication of Ordinance No. 1589, An ordinance amending City of Alamogordo Code of Ordinance Appendix B, Employee Manual. *(Katie Josselyn, Human Resources Director)* **(Roll Call Vote Required)**

5. Approve grant funding from Thrive for Alamo Senior Center Transportation and Home-Delivered Meals programs for FY20. *(Magdalena Morales, ASC Manager)*

6. Consider, and act upon, Resolution No. 2019-17 approving a Capital Outlay Grant Agreement in the amount of $250,000 to purchase vehicles and equipment for the police department. *(Brian Peete, Police Chief)* **(Roll Call Vote Required)**

7. Consider, and act upon, Resolution No. 2019-18 approving a Capital Outlay Grant Agreement in the amount of $71,200 to purchase hazmat equipment for the fire department. *(Jim LeClair, Fire Chief)* **(Roll Call Vote Required)**

8. Consider, and act upon, Resolution No. 2019-20 approving a Capital Outlay Grant Agreement in the amount of $14,000 to purchase verti-cutter equipment for the parks department. *(Veronica Ortega, Community Services Director)* **(Roll Call Vote Required)**

9. Consider, and act upon, Resolution No. 2019-21 approving a Capital Outlay Grant Agreement in the amount of $36,800.00 to purchase a verti-drain deep tine aerator for the parks department. *(Veronica Ortega, Community Services Director)* **(Roll Call Vote Required)**

10. Approve the Investment Report for the quarter ending March 31, 2019, in accordance with the City of Alamogordo Investment Ordinance. *(Stephanie Hernandez, Finance Director)*

11. Approve the award of RFP 2019-001 Audit Services for the City of Alamogordo to the overall highest qualified proposal, Carr Riggs & Ingram. *(Stephanie Hernandez, Finance Director)*

12. Consider, and act upon, Resolution 2019-25 for the Trade of one 2001 KME Navistar Fire Pumper owned by the City of Alamogordo for one Olympian 62.5 kw generator with approximately 139 hours that is owned by Otero County. *(Jim LeClair, Fire Chief)* **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

13. Consider, and act upon, liens placed on property located at 1309 Incredible Dr. without authorization of utility connection. *(Alex Villar, Property Owner)*

14. Consider, and act upon, Resolution 2019-19 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of May 14, 2019. *(Evelyn Huff, Budget Analyst)* **(Roll Call Vote Required)**

15. Consider, and act upon, Ordinance 1592 for first publication for a map amendment to the official zoning map of the City of Alamogordo to rezone the property located at 1900 S. US Hwy 54, Shawana Replat A, Case # Z-2019-0002(A) from C-3 Business District to M-2 Industrial District. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

16. Consider, and act upon, Resolution No. 2019-23 amending the fees for services at the Desert Lakes Golf Course. *(Veronica Ortega, Community Services Director)* **(Roll Call Vote Required)**

17. Consider, and act upon, Resolution No. 2019-24 requesting interim approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico, to adopt the Preliminary 2019-2020 Budget as of May 14, 2019. *(Evelyn Huff, Budget Analyst)* **(Roll Call Vote Required)**

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

EXECUTIVE SESSION (Roll Call Vote Required)

19. Adjourn into Executive Closed Session in compliance with 10-15-1(h) (2), NMSA (as amended) limited to Personnel Matters: to review City Manager applications and discuss next steps.

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 4/23/2019 **Report No:** 1.

Submitted By: Rachel Hughs

Subject: Proclamation for "Kids at Parks Day". *(Richard Boss, Mayor)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: Encouraging children and families to get outside and active in parks is important for community health and well-being. Please join National Park Trust in this nationwide movement to connect kids to parks and proclaim May 18th as National Kids to Parks Day in your city or town. Last year, 432 mayors across the country worked with their parks departments to join the movement that brought over 1 million children and families outdoors!

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 4/26/2019 **Report No:** 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the April 23, 2019 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
April 23, 2019

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

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

Mayor Boss called the meeting to order at 6:29 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 Commissioner Wright.

APPROVAL OF AGENDA

City Attorney Schreiber said the wording on Item 12 needs to be amended. She said it needs to read "Adjourn into Executive Closed Session in compliance with 10-15-1(H) (8), NMSA 1978 (as amended) to discuss real property as it relates to an offer to purchase the Fairgrounds Parking Lot".

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

PRESENTATIONS

1. Presentation of FY 2018 Audit Summary. ***(Farley Vener, CPA, CFE, CGMA)***

Mr. Vener presented the summary of the 2018 Audit. He thought the Finance staff should be recognized for doing an excellent job and getting in on time despite some of the turnover in some of the key positions in the Office. Mayor Boss also commended the entire Finance Department. (See Blue Book for Power Point presentation).

Commissioner Rardin asked which funds were deficit. Mr. Vener said he does not have that available right now, but if you look at the audit report and go through those special revenue funds and other types of governmental funds they would see the deficits there.

Commissioner Rardin asked Interim City Manager Cesar if staff would work on that for the Commission. Commissioner Rardin said he thought he had seen the report in his box, but has not had the opportunity to come to City Hall to read it. Interim City Manager Cesar said the Commission has a full copy of the report, but staff would summarize it for the Commission.

Mayor Boss asked Mr. Vener if after required adjustments they would still be deficit accounts. Mr. Vener answered correct, there are some deficits in some of the funds. He said it would be good to take a look at them to see the history of those funds and get an understanding of why they have those ongoing deficits.

Interim City Manager Cesar said they do have the budget hearings coming up. He said in this fiscal year they started off with multiple Resolutions, they pulled back projects, so a lot of what the Auditors were seeing were those adjustments that they were having to make. He said the budget that will be presented to the Commission, it is a balanced budget.

Commissioner Rardin said there is a donation of fixed assets of $774,816 and asked what exactly that is. Mr. Vener said off hand he is not going to have that information. Commissioner Rardin said they could have staff look into that. Budget Analyst Huff said part of it was the land for the Family Fun Center. Commissioner Rardin asked why it's in the 2018 budget when it was donated in 2014. Budget Analyst Huff answered from the audience and Interim City Manager Cesar reiterated that she said, the land for the Family Fun Center. She then added, part of it was. Commissioner Rardin asked why it was 2018 budget when it was donated in 2014, she answered that is when it was became a fixed asset.

Budget Analyst Huff said the deficit fund balance, one of them was the desal fund and it had to do with the difference in between the accrual and once the accruals were put on there then the final transfer wasn't enough to cover the accrual and the reversal from the accrual. The other one was the Golf Course, she thought it was for about $4,500, and part of that had to do with the accrual as well. Commissioner Rardin asked how much was the one for the Desal, how much of a deficit. She answered it was a pretty significant amount. She said off the top of her head she wants to say it was close to $500,000 when the accrual was done. She said all of the things that had to do with the desal are large amounts.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

Interim City Manager Cesar made the following remarks:

1. He asked Clerk Hughs to play a video of Officer Jarrett performing life saving measures on a choking baby. Police Chief Peete presented Officer Jarrett with a Life Saving Medal for his performance.
2. He announced the Annual Budget Hearings will be held at the City Hall Commission Chambers on May 7 - 9, 2019, beginning at 6:30 p.m. He told the Commissioners that each of them will be given a budget overview packet, and in their Office will be three binders with a line by line breakdown.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Payne made the following comments:

She said a little girl named Scout was diagnosed with bone cancer and her leg had to be amputated. She encouraged everyone to go to Dance, Hope, Cure on Facebook to send Scout an encouraging word. She also announced that she will not be at the Budget Hearings and she will also miss the May 14th, 2019 Commission meeting.

Mayor Boss made the following comments:

He said he received a note from Senator Griggs, thanking the City for the use of the Civic Center on April 16th, 2019. He reported on his trip to Washington D.C. He had four different meetings at the Pentagon and highlighted what was discussed which included: the permanent bed down of the F16s, White Sands Missile Range airspace, need for affordable housing in Alamogordo, the quality of our schools, quality of life, the desalination plant, Bonito Lake, and MILCON.

CONSENT AGENDA

2. Approve the minutes for the April 9, 2019 Regular meeting. *(Eric Barraza, Deputy Clerk)*

3. Approve the statements related to the Executive Closed Session held on April 9, 2019. *(Eric Barraza, Deputy Clerk)*

4. Approve the statements related to the Executive Closed Session held on March 26, 2019. *(Eric Barraza, Deputy Clerk)*

5. Consider, and act upon, Ordinance 1590 for final publication, Amending Sections of Chapter 7 of the Alamogordo Code of Ordinances. *(Petria Schreiber, City Attorney, Dwain Martinez, Animal Control Manager and Walter Oppie, Animal Control Officer*) (Roll Call Vote Required)

6. Consider, and act upon, Ordinance 1591 for final publication to approve a Local Economic Development Project for Secured Assistance Proposed by Moran & Wright Jewelry and Metal Care Products. *(Laurie Anderson, Business Development Director*) (Roll Call Vote Required)

7. Consider, and act upon, the amended contract (Amendment #1) with the New Mexico Economic Development District, Non-Metro Area Agency on Aging (NMAAA) for the Direct Purchase of Services *(Magdalena Morales, ASC Manager)*.

8. Consider, and act upon, the amended contract (Amendment #2) with the New Mexico Economic Development District, Non-Metro Area Agency on Aging (NMAAA) for the Direct Purchase of Services *(Magdalena Morales, ASC Manager)*.

9. Consider, and act upon, Resolution 2019-13 for the acceptance and approval of the FY18 Audit. *(Stephanie Hernandez, Finance Director)* (Roll Call Vote Required)

Commissioner Rardin asked to remove Item #5 and Commissioner Wright asked to remove #6 from the Consent Calendar.

Commissioner Hernandez moved to approve item 2, 3, 4, 7, 8, and 9 of the consent calendar.
Commissioner Rardin seconded the motion.
Roll call vote was taken.
Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

5. Consider, and act upon, Ordinance 1590 for final publication, Amending Sections of Chapter 7 of the Alamogordo Code of Ordinances. *(Petria Schreiber, City Attorney, Dwain Martinez, Animal Control Manager and Walter Oppie, Animal Control Officer*) (Roll Call Vote Required)

Commissioner Rardin said he received quite a few phone calls and emails from different constituents. He said a majority agree with this, but one of the biggest one they don't agree with was Section 7-1-020 Keeping Restrictions. He said their concern was putting restrictions on the amount of animals you are allowed to own within the City limits. He said by passing this it doesn't grandfather anyone in.

City Attorney Schreiber answered that Ordinance 29-3-550 Poultry, already makes this illegal. She said they are not amending anything that is not already in our Code of Ordinances. She read what 29-3-550 says. She said this is not being amended, it is already a law, and that was done in 2015. She said they are adding into the Animal Control Chapter, so that if citizens are looking for the laws they can find it both places. Commissioner Rardin asked how they plan on enforcing this. City Attorney Schreiber answered it is complaint driven. Commissioner Rardin asked if they had anything in the other Ordinance that defines the complaint. He said a majority of their stuff is complaint driven. City Attorney Schreiber said if they want to change it, they would need to bring a new Ordinance amending Section 29-3-550 of our Zoning Ordinance. She said Animal Control people are not unreasonable. She said the Animal Control people will generally contact you and get to the bottom of what is going on and find a resolution that works for all parties. Commissioner Rardin said they may want to look at how many people are going to be out of compliance after they pass this. City Attorney Schreiber stated they are already out of compliance, this wouldn't change anything. She said there is a keeping restriction that is new, but it has to do with a total of 10 dogs or cats. She said there has been some misinformation given to the public, that has nothing to do with birds or fish, it is simply just dogs and cats. She said this is the number that they are starting at, and if 10 is not a high enough number, you will see them bring this back to the Commission. She said when they met with the public, it went from no restriction to fifteen. Commissioner Rardin said in his opinion, as long as they are able to care for them, then there shouldn't be an amount.

Commissioner Payne stated at that meeting she specifically mentioned that particular section. She said there was some in depth discussion specifically about that. She said they specifically addressed chickens because it was an issue.

Commissioner Rardin said he wasn't at the meeting, when it was introduced for first publication. He said the way 7-1-067 Striking Animals with a vehicle reads, how do you enforce that. He said he has issues with passing Ordinances that are unenforceable. City Attorney Schreiber said obviously when it is an animal on the side of the road that looks like it has been hit by a car, that's not enforceable, but when they have a report from a citizen with license plates and the correct information.

Animal Control Manager Martinez stated they rely on citizens if an animal is struck. He said if they get a license plate number, they start a thorough investigation to see if they can't put a case together on something like that. He also said the Ordinance concerning chickens has been in place since 2015 and it is complaint driven. He said when they get to a place and a person has 4 to 6 chickens, they give them a reasonable amount of time to bring that number down. He said the other problem they have is with roosters within the City. He said they do not write these people a citation right then and there. He said they will work with these people and give them ample amount of time to try and get rid of whatever excess they may have to try and get into compliance with the Ordinance.

Commissioner Rardin asked what it hurts, if someone has all these chickens in their back yard. Animal Control Manager Martinez said a lot of it is complaints is with the noise. He also said cleaning them up and the smell.

Mayor Boss moved to approve.
Commissioner Payne seconded the motion.
Roll call vote was taken.
Motion carried with a vote of 6-1-0. Commissioner Rardin voted nay.

6. Consider, and act upon, Ordinance 1591 for final publication to approve a Local Economic Development Project for Secured Assistance Proposed by Moran & Wright Jewelry and Metal Care Products. *(Laurie Anderson, Business Development Director*) (Roll Call Vote Required)

Commissioner Wright said he pulled this item to abstain from the vote.

Commissioner Hernandez moved to approve.
Commissioner Sikes seconded the motion.
Roll call vote was taken.
Motion carried with a vote of 6-0-1. Commissioner Wright abstained from voting.

NEW BUSINESS

10. Consider, and act upon, Resolution No. 2019-16 authorizing execution of a Gross Receipts Investment Program Agreement between the City of Alamogordo and LBP Alamo, LLC. *(Petria Schreiber, City Attorney)* (Roll Call Vote Required)

City Attorney Schreiber explained this is the second step in the GRIP process for the Home2Suites being built out at Mesa Village. She said the Commission did authorize the application and this is the Agreement and the Resolution which the Ordinance calls for. She also said that the Big Wave Car Wash paperwork did come in and it was just under $30,000. She said that is what has been used for this fiscal year and it will impact next fiscal year to the tune of $91,250, whereabouts, as long as they spend what they believe they will spend on this project.

Commissioner Wright said his company did bid on this project, but they were not successful. He asked the Commission if they were okay if he voted on this. Mayor Pro-Tem Baldwin said there is no issue. Mayor Boss asked City Attorney Schreiber is she was okay with that. She answered yes.

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

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

Mayor Boss read the openings and appointed Christopher Orwell to the Alamogordo Promotions Board. No one was opposed.

EXECUTIVE SESSION

12. Adjourn into Executive Closed Session in compliance with 10-15-1(H) (8), NMSA 1978 (as amended) to discuss real property as it relates to the Fairgrounds Parking Lot. (Roll Call Vote Required)

Amended to read:

Adjourn into Executive Closed Session in compliance with 10-15-1(H) (8), NMSA 1978 (as amended) to discuss real property as it relates to an offer to purchase the Fairgrounds Parking Lot

Mayor Pro-Tem Baldwin moved to adjourn into Executive Closed Session at 7:31 p.m.
Commissioner Rardin seconded the motion.
Roll Call Vote required.
Motion carried with a vote of 7-0-0.

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)
Approved at the Regular Meeting held on May 14, 2019.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 4/26/2019 **Report No:** 3.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Closed Session held on April 23, 2019. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve the following statements authorizing them to be included in the minutes of May 14, 2019: “The Governing Body of the City of Alamogordo, New Mexico, hereby states that on April 23, 2019, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to:) to discuss real property as it relates to an offer to purchase the Fairgrounds Parking Lot.

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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/6/2019 **Report No:** 4.

Submitted By: Katie Josselyn

Subject: Consider, and act upon, final publication of Ordinance No. 1589, An ordinance amending City of Alamogordo Code of Ordinance Appendix B, Employee Manual. *(Katie Josselyn, Human Resources Director)* **(Roll Call Vote Required)**

Fiscal Impact: N/A
Amount Budgeted: $0.00
Fund:

Additional Fiscal Impact:

N/A

Recommendation: Approve Ordinance No. 1589.

Background:

Commission approved a new Employee Manual in January 2018, with minor amendments being made in March 2018. Staff has been tracking information over the past year that we have recognized as essential clarifications and updates necessary for more effective operations. Staff will continue to review the manual at least once annually and will present any recommended changes to Commission for consideration.

Staff is recommending updates to several sections of the manual at this time. Recommendations are based on utilization of the new manual and policies.

Amendments to the following sections are being proposed:

2-1. Recruitment Policy
2-3. Transfers/Promotions/Demotions
3-1. Compensation
4-13. Investigations, Inquiries, and Audits
4-15. Corrective Action Procedures
4-16. Grievance Process
4-17. Classification of Positions
5-16. Paid Holidays

First publication was approved by Commission on 04/09/2019. The only changes made in the final publication are related to the City's policy regarding grievances against the City Manager, and are included in Section 4-16 Grievance Process.

ORDINANCE NO. 1589

AMENDING CERTAIN SECTIONS OF APPENDIX B OF THE PERSONNEL MANUAL

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo New Mexico that Appendix A- Personnel Manual of the *Code of Ordinances* be amended to read as follows:

SECTION 2. RECRUITMENT AND SELECTION

2-1. Recruitment Policy

Policy

It is the policy of the City to recruit and select the most qualified persons for positions in the City's service. Recruitment and selection shall be conducted in a manner that will ensure the City's best interest, open competition, provide equal employment opportunity, and prohibit discrimination or favoritism as per federal and state laws and local ordinances.

Recruitment

The Human Resources Department policy is to conduct an active recruitment program designed to meet current and projected manpower needs. Recruitment will be tailored to the various classes of positions to be filled and will be directed to available sources likely to yield qualified applicants, including, but not limited to: internal posting, public notification through the New Mexico Department of Labor, media, web advertising, and posting at institutes of higher learning.

Posting of Vacancies

The Human Resources Department policy is to post and advertise job announcements in order to attract an adequate number of applicants and to promote an environment of competition that in turn will assure the selection of the most qualified candidates for any given position. These announcements shall include information sufficient to inform applicants of the pertinent features of the job.

The Human Resources Office will in its best efforts create a pool of qualified applicants to encourage diversity and ensure Equal Employment Opportunity in hiring. The following practices for listing positions will be followed under the Human Resources Department's direction with regard to Equal Employment Opportunity in the City of Alamogordo:

A. Regular full-time positions must be open for a minimum of five (5) work days; and
B. Must be advertised in the City's paper of record and/or on the City's official web site, except when the City determines that a given position is to be filled from within the City organization or through an employment agency such as the New Mexico Department of Labor, it will not be required to advertise in said paper of record.

A recruitment posting shall not be required when a position is reclassified pursuant to Employee Manual Section 4-17. Classification of Positions, Reclassification Procedure, and the re-classified position is not vacant.

Application Forms

All applications for employment shall be submitted to the Human Resources Department on the standard City application form either electronically or in hard copy. Such application forms shall require background information to include training, experience, and other pertinent information that is not prohibited by law. All applications must be signed, either electronically or in writing, and proof of qualification may be required. An application for employment will not be accepted beyond the closing date of a job vacancy announcement. Resumes without an application, and incomplete or late applications will not be accepted. Electronic and faxed applications will be accepted under the same procedure. All applications and resumes shall become the property of the City and shall become a permanent part of the personnel file upon being hired.

Applicant Qualifications

Qualifications are the primary consideration in filling any position. Experience, education, training, skills, and other abilities, as well as specific position requirements and the prior employment history of the applicant, are considered in appraising individual qualifications. Qualifications are subject to change within job fields and according to job descriptions prior to posting.

Notwithstanding the foregoing, no person shall be eligible to have his or her name certified for original appointment to the position of Police Officer if such person has not reached his or her twenty-first birthday on the date of the application for the position, or the position of Firefighter if such person has not reached his or her eighteenth birthday on the date of application for the position.

Rejection of Applications

The Human Resources Department may reject any application, which indicates that the applicant does not meet the minimum qualifications as established. Applications may also be rejected for, but not limited to the following, and consistent with the American with Disabilities Act, when the applicant:

A. has falsified an application or resume;

B. is unable to perform the duties of the position, for whatever reason(s);

C. does not pass the pre-employment tests as outlined in this manual;

D. refuses to submit, or does not submit in a timely manner, documents required by the established position or by law to determine the applicant's suitability for employment in the

United States of America under the Immigration Reform Act, Social Security Act, or documents required to determine established education for the position;

E. has an unsatisfactory employment record or personal record as evidenced by information contained on the application form or by results of a background check;

F. is not within the legal age prescribed by law or City Ordinance;

G. fails to meet any standards applicable to the physical or mental demands of the position;

H. fails a pre-employment drug test;

I. cannot be licensed or insured for the operation of City vehicles and equipment as required by the job description;

J. cannot be licensed for or maintain professional certification as required by the job description;

K. was dismissed from City service as a result of the corrective action process, or did not give a two week notice before termination. Two week notice may be waived, with documented approval, from the Department Director and Human Resource Director to accommodate extenuating circumstances; or

L. where an employee resigns to avoid dismissal or other corrective action.

Selection Hiring Process

The Human Resources Department shall be responsible for determining selection methods to obtain the best-qualified applicants for each class of positions. Such selection methods may include the interview process, job relevant testing, and examinations. In the development of selection methods, Human Resource Department shall confer with department heads, consultants, or others skilled in/or familiar with minimum job requirements. The minimum passing score is 70% or greater for interviews, testing, and examinations.

Human Resources will be responsible for developing and maintaining a background check program that is appropriate depending on the nature of each position. Applicants must provide a written authorization to the City which notifies the applicant that the City will conduct a background check and that the applicant agrees.

Interview Process

The Human Resources Department shall coordinate the interview process. As a supplement to the selection process, applicants who have passed the application process may be interviewed by a panel of three (3) or more panelists. In processes where only three (3) or fewer applicants pass the application process, the Department Director may choose to interview the applicants in lieu of using a panel. The City Manager has the authority to approve, by request of the Director, elimination of the panel interview.

All interviews will strictly adhere to Equal Opportunity Laws and the Americans with Disabilities Act.

Interview Panels

The Human Resources Department and Department Directors will coordinate the selection of panel members, scheduling of applicants, development of questions, and rating process.

Rating and Recommendation Process

All applicants will be rated individually on the information provided by the applicant during the interview. The Human Resources Department will tabulate all scores and provide a listing to the Department Director of the three (3) top scoring applicants in alphabetical order or will provide the top scoring applicant. Filling the position from the top three (3) scoring applicants or from the top scoring applicant will be determined by the Department Director at the time a request is submitted to fill a vacancy. Where there is a tie score among the third of the top three (3) applicants, all four (4) top ranking applicants will be listed in alphabetical order. The Department Director will advise the Human Resources Department of his or her recommended selection. If the Department Director finds that none of the applicants are suitable, the remaining applicants will then be reconsidered or, if necessary the position will be re-advertised.

Eligibility for Hire Roster

Applicants who pass the initial interview phase will be placed on an eligibility roster for a period of six (6) months from the date of the initial interviews. Police, Fire and Dispatcher rosters will be for a period of twelve (12) months, from the date of the initial interviews. Placement on the eligibility roster will be in order beginning with the highest scoring applicant to lowest scoring applicant. Should the position become vacant within the relevant time period, the top applicants on the roster who passed the initial interview phase may be considered by the Department Director before re-advertising the position.

Notice of Non-Selection

The Human Resource Department and/or in some cases, the Department Director or designee, will notify applicants of their status during the process when it is determined the applicant is no longer being considered.

2-3. Transfers/Promotions/Demotions

City employees are encouraged ~~and offered the opportunity~~ to apply for a transfer or promotion to vacant positions for which they are qualified. In order to promote, the City will allow on-duty employees to attend testing and interview procedures for other City positions, during scheduled work hours, under the following conditions:

- Appropriate notice is given to the supervisor of the absence from work; and
- Employee will report to work immediately following appointment if during scheduled work hours.

Employees will not be compensated for time to attend testing and/or interviews that are conducted outside of their normally scheduled work hours.

The City Manager, or designee, may, for the good of the City, transfer an employee to a vacant position within a department or division or to a different department or division within the City. Transfers may be approved without conducting an open or internal recruitment only in cases resulting in either a budget savings to the City and/or more effective and efficient operations as determined by the City Manager. The City Manager may also transfer an employee to another position without conducting a recruitment in the case of an employee being involuntarily demoted, or in other extenuating circumstances. Employees cannot be laterally transferred outside their PERA Retirement classification where the transfer is detrimental to the employee's vested interest, unless employee initiated.

Pay Upon Transfers/Promotions/Demotions/Reclassifications

Employees who are transferred, promoted, demoted, or reclassified may have their pay changed accordingly. Internal salary equity shall be considered when setting pay.
No transfers will be made outside the pay range for the new position.

Change of Anniversary Date & Introductory Period

A regular employee who is promoted, demoted, or transferred will have his/her anniversary date changed to the effective date of said personnel action for evaluation and seniority in grade purposes. They will also serve a probationary period as outlined in that section. This provision does not apply in the case of an involuntary transfer.

Employees transferring may have their pay changed accordingly.

SECTION 3. COMPENSATION

Section 3-1. Compensation

The term "Compensation" refers to base salary and other forms of compensation to include, but not limited to, fringe benefits such as paid leaves, insurance, retirement pensions, incentive plans, and paid holidays. The Compensation Plan shall strive for fair market compensation in terms of service provided to the community for resources expended.

Purpose and Policy

It is the policy of the City to establish a compensation system that will allow the City, within budgetary constraints, to effectively compete for qualified personnel and to ensure that salaries are equitable and commensurate with the duties performed by each employee.

Salary Plan

A salary plan shall be prepared and reviewed by the City Manager, and approved in the budget by the City Commission, and shall apply to all employees not covered by a labor contract. Employees covered by a labor contract shall be compensated as referenced in their respective agreements. A copy of the current salary plan shall be on file in the Human Resource Office.

Maintenance of the Salary Plan

The Human Resource Department shall be responsible for the maintenance and administration of the City's Salary Plan. Any recommended changes shall be presented to the Department Director and the City Manager for approval.

Standards for Development of the Salary and Compensation Plan

The Compensation Pay Plan is directly tied to the Classification Plan and is determined on the basis of:

1. Uniformity of pay for each class.

2. Relative difficulty and responsibility of positions.

3. Prevailing wages within the identified relevant public and private sector markets.

4. Cost of living index.

5. Financial policies of the municipality.

6. Difficulty in recruiting suitable employees.

7. Other economic considerations.

Classification Plan

Positions that require similar qualifications and similar duties and responsibilities are assigned to the same salary level. The City may conduct periodic studies to determine if an employee is working above or below the responsibility level for that position. Where unusual conditions exist that affect the market value of a position, the salary may be adjusted accordingly by the City Manager.

Classification and Re-Classification of Positions

An internal and external analysis will be conducted by Human Resources for any new position or existing position that has experienced significant changes in duties or qualification requirements. Human Resources will provide a recommendation to the Department Director and City Manager for approval.

Compensation System

Entry Level Pay Rates

The entry level rate is the minimum rate in the pay grade for the position. A Department Director, subject to approval by the City Manager, may recommend for appointment, a candidate above the entry level rate, to the midpoint of the pay grade if:

1. There are a limited number of qualified applicants available at the entry level, or

2. The applicant has exceptional qualifications.

Above the mid-point if:

1. Multiple recruitments have failed to yield a qualified candidate, or

2. The applicant has qualifications which are unique or critical, or

3. A survey of the market reveals that the City is not competitive.

Pay Rate Adjustments

Pay rate adjustments shall be administered as follows:

Seasonal employees promoting from seasonal to regular status shall start at the entry rate of the new position;

Internal salary equity shall be considered when setting pay;

Entry level pay rate section may be applied when deemed appropriate by the City Manager.

1. **Transfers.** When an employee is transferred (reassigned) from one position to another within the same pay grade he or she shall continue to receive the same base rate of pay. Employees moving from a non-exempt position to an exempt position will receive:

A. Five (5) percent increase if moving from a non-exempt to an exempt position.

2. **Promotions.** A promotion is defined as an assignment from one grade to another, which has a higher maximum rate of pay and greater responsibility. The employee will receive the higher of:

A. Ten (10) percent when the new position is at least one salary grade higher, or

B. Fifteen (15) percent when the new position is at least two (2) or more salary grades higher, or

C. Fifteen (15) percent if moving from a non-exempt to a higher exempt position, or

D. Five (5) percent above the minimum of the new pay grade, provided the employee has successfully completed their initial probationary period.

The new pay rate, upon promotion, shall not exceed the maximum of the new pay range.

3. **Reclassification.** Reclassification is the reassignment of a position from one class to a different class to recognize a significant change in the duties and responsibilities of the position. For an upward reclassification the percentage increase will be the higher of:

A. Ten (10) percent when the new position is at least one salary grade higher, or

B. Fifteen (15) percent when the new position is at least two (2) or more salary grades higher, or

C. Fifteen (15) percent if moving from a non-exempt to a higher exempt position, or

D. Five (5) percent above the minimum of the new pay grade, provided the employee has successfully completed their initial probationary period.

E. For a downward reclassification the affected employee shall remain at their current base salary rate. However, the employee will not be eligible for any salary increase, other than an across the board increase, until their current base salary is within the range of the new pay grade.

4. **Demotion.** The placement of an employee from one class to another which has a lower pay rate or grade, resulting in a decrease in pay. In the case of a demotion, the employee's base salary shall be adjusted at the lower of:

A. Ten (10) percent when the new position is at least one salary grade lower, or

B. Fifteen (15) percent when the new position is two (2) or more salary grades lower, or

C. Fifteen (15) percent if moving from an exempt to a lower non-exempt position, or

D. The maximum base salary of the new pay grade.

E. An employees pay when an in-voluntary movement to a lower pay grade occurs will be evaluated based on the extenuating circumstances surrounding the reason for the pay grade change.

F. An employee transferring or demoting back to their previous position will receive their final salary in that previous position, plus any across the board increases applied since the employee moved from that position.

Additional Compensation

The City Manager may recommend additional forms of compensation in addition to the Salary Plan in the best interest of the City and within the amounts approved in the budget by the City Commission. The manner in which the award of additional compensation is to be determined will be outlined in writing by the City Manager and maintained in the Human Resource Department.

Cost of Living

Cost-of-living adjustments/salary modifications may be granted by the City Manager when authorized by the City Commission. If granted, they are effective the first day of the first pay-period that is subsequently paid in the new fiscal year.

Pay Increases

Pay increase requests for non-represented employees shall generally be required during the budget process for the following budget year. Merit based and other increases are limited to the approved departmental budget, and are subject to the availability of funds. Other pay increases occurring during the fiscal year will be effective the first full pay period following approval. Employees covered by a labor contract shall be compensated as referenced in their respective agreements.

Overtime/Compensatory Time

Overtime and Compensatory time will be paid in accordance with the Fair Labor Standards Act. A maximum limit of compensatory time may be set by the City Manager, not to exceed the rate set by local, state, or federal law. Exempt employees are not eligible for overtime pay, and will be paid in accordance with the Fair Labor Standards Act.

Responsibilities and Authority to Approve Overtime/Compensatory Time

Employees may not work beyond their scheduled hours without prior approval from their Department Director or their designee. This written approval will be on an exception report form or other standard City forms within the work week. Department Directors are responsible for the accurate recording of all overtime and compensatory time on the employee's exception report. Accrued compensation time shall be utilized prior to accrued PTO, unless otherwise approved by the Department Director. Overtime and compensatory time will be administered in accordance with local, state, and federal laws.

When allowed by law, Department Directors may utilize compensatory time off in order to conserve their budgeted overtime for emergencies. Compensatory time accrued must be taken by the last day of the next to the last pay period of the fiscal year, unless otherwise approved by the City Manager, or the employee will be paid out for the compensatory time he/she has accrued. Employees will be paid for all compensatory time they have earned and not used at the time of termination or fiscal year end.

Premium Pay

Time worked on specific projects, emergencies, or grant funded projects may be paid at a premium rate of time and a half the regular rate at the discretion of the City Manager prior to overtime pay being required by law.

Compensation for Temporary Acting Assignment

When an employee is assigned to fulfill the duties and responsibilities in a higher classification or duties given as a special assignment, on a temporary basis, he or she shall be paid additional compensation either at a rate equal to the starting salary of the higher classification or given a ten percent (10%) increase, whichever is greater. The preceding provision shall not apply to those circumstances where a person is temporarily assigned to fulfill the duties and responsibilities of a Department Director. Instead, the employee shall be paid additional compensation either at a rate equal to the starting salary of the directors position or given a fifteen percent (15%) increase, whichever is greater. This section shall not apply to the position of acting, temporary, or interim City Manager. Internal equity may be considered. The compensation paid to any individual serving in such a capacity shall be fixed by the City Commission.

When an employee is temporarily assigned a project or task outside of the scope of their current position, and is not fulfilling the capacity of a vacant position, the employee will receive overlay pay at a rate to be determined by the City Manager. This provision does not apply to assigned tasks that qualify as "other duties as assigned".

For the purpose of this section, temporary is defined as a period of time in excess of thirty (30) calendar days.

When the temporary acting assignment is complete, the employee's salary shall revert to the previous level.

If an employee separates from employment, either voluntarily or involuntarily, or as the result of a retirement, while temporarily assigned to a higher classification or as a Department Director, any accrual payouts made in conjunction with the separation, retirement, or PTO Conversion shall be calculated and paid without the additional rate of the temporary or acting pay or salary.

Holiday Pay

When a non-exempt employee works on the actual holiday, the employee shall be compensated at a holiday pay rate for all hours worked on the actual holiday. All time worked on **actual** holidays will be paid at one and one half (1 ½) times the normal hourly rate, in addition to the holiday leave pay if applicable. For example, if Christmas Day is Sunday and the City observes the holiday on Monday, the employee who is scheduled to work on Sunday, the ACTUAL holiday, will receive the holiday pay rate of one and half (1 ½) times the normal hourly rate. The employee who works on Monday, the observed holiday, will receive the eight (8) hours of holiday leave pay and regular pay for the time they work on the observed holiday.
In cases where an employee works both the actual holiday and the City observed holiday, only the actual holiday will be considered a holiday for the purposes of using the holiday pay rate.

The starting date of employees' shifts will be used to determine whether the employee worked the holiday. For example, if an employee's shift begins at 7:00 p.m. on Christmas Eve and continues through 7:00 a.m. on Christmas morning, they will not be considered to have worked the holiday. If the employee works from 7:00 p.m. on Christmas Day to 7:00 a.m. on December 26th, they will be considered to have worked the holiday for the entire shift.

See Section 5-16. Paid Holidays for a list of City observed holidays.

Bi-Lingual Pay

Regular non-exempt employees may be compensated at a rate of $.26 per hour for their bilingual abilities based on the following conditions:

A. The language is recognized by the City Manager as adding to the increased productivity and efficiency of the City.
B. Must prove proficiency by meeting the standards established and administered by the Human Resources Department.
C. Employee will be available during work hours to translate when requested by City personnel.
D. If the need for the ability exists and the Departmental budget allows for the additional costs, as determined by the Department Director.
E. Bilingual pay may be removed at any time when determined to be in the best interest of the City as determined by the City Manager.

Exempt employees are not eligible for this benefit.

Wage Garnishments and Assignments

It is the policy of the City to comply with all lawful claims against the wages of our employees, such as garnishments, assignments, and child support orders.

In accordance with applicable federal and state laws, corrective action may not be taken against any individual whose wages have been garnished or assigned. When the City receives a garnishment or assignment, the Finance Department will be responsible for informing the employee of the notice received, and will maintain such records.

Pay Days

Paychecks shall be issued bi-weekly, on Thursday, or as designated by the City Manager. A payroll period consists of two calendar weeks from Sunday midnight to Sunday midnight, or the end of the shift in progress at that time.

Work Week

Except as otherwise provided by a labor agreement, the Department Director shall assign the work day. The work week shall be a seven (7) day period beginning on Monday at 12:01 a.m. and continuing through Sunday at midnight. This regulation does not apply to employees who are FLSA "exempt".

The City Manager has the authority to establish work periods that are within the Fair Labor Standards Act. These periods will be in writing by the City Manager and maintained in the Human Resource Department.

Time Clock

A. Non-exempt employees will clock in and out at their scheduled time.
B. Falsification of time records including, but not limited to clocking in/out for a coworker is a breach of this policy. Any errors or accidental omissions must be documented on an exception report and signed by the employee, the supervisor, and the Department Director.
C. Department Directors have overall responsibility for the timely and accurate submission of employee time through the City's timekeeping system. Actual time entry may be delegated to a department employee.

SECTION 4. OPERATIONAL POLICIES

4-13. Investigations, Inquiries, and Audits

The City reserves the right to conduct appropriate investigations, inquiries or audits for the purpose of monitoring the adherence of all City employees to all policies and procedures.

City employees are required to be truthful and forthcoming when responding to an inquiry. City employees shall maintain confidentiality while the investigation or inquiry is being conducted and shall not attempt to interfere or otherwise influence the investigation. Violations of this policy may result in corrective action.

City employees must cooperate with investigations pursuant to Garrity Rights originating from a 1967 United States Supreme Court decision, Garrity v. New Jersey.

The complainant will receive notice of completion of the investigation; however, the complainant is not privy as to what action was taken, if any.

Requests for copies of investigations are made through the City ~~Clerks~~ Clerk's Office pursuant to the New Mexico Information and Public Records Act. City employees receiving corrective action involving a financial impact may receive a copy of the investigation upon request in compliance with due process.

4-15. Corrective Action Procedures

Policy

It shall be the policy of the City to administer corrective action fairly, reasonably, and impartially. Employees and the City are best served when corrective action is administered to correct actions rather than to punish.

Grounds for Corrective Action

The continued employment of City employees shall be based on reasonable standards of job performance and personal and professional conduct. Refusal to meet these standards or comply with City policies shall constitute just cause for corrective action including, but not limited to Alternative Dispute Resolution, verbal or written reprimands, suspensions, demotions, termination, arrest, and/or prosecution.

Type of Action Administered

Corrective action is not primarily intended to be punitive, but rather to maintain the efficiency and integrity of City service. The degree of corrective action administered will depend on the nature and severity of the infraction and the employee's prior record. Management has the right to bypass the progressive discipline process. Corrective action shall be in accordance with any applicable City policies and procedures as well as local, state, and federal laws and regulations.

It is the responsibility of each supervisor and department head to evaluate thoroughly the circumstances and facts as objectively as possible, follow the corrective action procedures outlined herein, and apply the most suitable form of corrective action.

Should a City employee be subsequently charged and convicted of a crime following corrective action, the City reserves the right to take additional corrective action up to and including termination, as allowed by law.

The Corrective Action form is required for all corrective actions.

See Section 1-15. for Alternative Dispute Resolution information.

Corrective Action Procedures

Depending on the type of action administered, there are different procedures required for issuing corrective action. Some of these procedures are required by law.

In any major corrective action, the pertinent information shall be reviewed with the employee specifying the following: The cause for discipline, the specific reasons supporting the cause, the discipline to be imposed, the effective date, and the right of the employee to be heard.

Corrective actions in the form of verbal warnings and written reprimands are the responsibility of each supervisor and do not require intervention by the Human Resources Department. Supervisors shall inform the Department Director of verbal warnings and written reprimands given and the procedure outlined in the Verbal Warning and Written Reprimand section(s) will be followed.

All corrective actions involving suspensions without pay, demotions, or termination require consultation with the Human Resource Director prior to corrective action being administered to ensure actions are being administered fairly, consistently, and in compliance with applicable laws.

Verbal Warning

This type of corrective action should be applied to infractions of a relatively minor degree or in situations where the employee's performance needs to be discussed. The verbal warning should be given in private, and the reason and date for the warning documented in writing. Supervisors should inform the employee that the supervisor is issuing a verbal warning, that the employee is being given an opportunity to correct the condition, and if the condition is not corrected, the person will be subject to more severe corrective action. Records of verbal warnings will be kept by the supervisor or manager. A documented verbal may be used as a basis for further progressive discipline.

Written Reprimand

This notice will be issued in the event the employee continues to disregard a verbal warning or if the infraction is severe enough to warrant a written reprimand.

The reprimand shall state:

- the nature of the infraction;
- what action must be taken by the employee to avoid further corrective action, up to and including termination;
- when correction of the infraction is expected;
- policies or procedures violated; and
- and what the employee's rights are in the corrective action process.

A copy of the written reprimand is to be given to the employee at the time of the discussion of the corrective action. The employee shall sign the written reprimand to acknowledge receipt. A copy, signed by the employee, will be forwarded to the Human Resource Department and placed in the employee's personnel file. If the employee refuses to sign the acknowledgment, then the supervisor and one other witness, of a supervisory capacity, shall note on the reprimand that the employee received a copy thereof and refused to sign it.

Suspension Without Pay
The Department Director may take this form of corrective action only after consultation with the Human Resource Director as a result of a severe infraction of policies or for repeated violations. Suspensions shall not exceed thirty (30) work days. Employees serving a suspension without pay remain eligible for paid observed holidays occurring during the suspension; however, the paid holiday shall not also satisfy an imposed day of suspension without pay.

FLSA exempt employees may be suspended for one (1) or more full days for infractions of City of Alamogordo Ordinances, City wide and Departmental policies and procedures, and any applicable laws regulated by an outside authority.

Suspensions Pending Investigation

An employee may be suspended in cases where it is necessary to investigate a situation to determine what corrective action may be justified. This suspension gives the supervisor the opportunity to investigate the situation when it is serious enough for the employee to be removed from the work environment. Investigatory suspension may be with or without pay. If after the investigation, it is determined that the employee was not guilty of any violation, the employee will be returned to work, paid for any lost time, and cleared of all charges. If, however, the employee is found in violation, then the appropriate corrective action may take effect on the date that the suspension began. In any case, the employee remains eligible for paid observed holidays occurring during the suspension.

Demotions

Demotion may be used in those instances where an employee is unwilling or unable to perform the responsibilities of the position. Demotion is not to be used as a substitute for dismissal, when dismissal is warranted.

The pay rate of an employee who is demoted may be reduced to the appropriate rate of the new pay grade of the position into which the employee is demoted.

Involuntary Termination

Employees may be recommended for termination in instances involving, but not limited to, insubordination, theft, illegal or destructive acts. An involuntary termination will require the Human Resource Director consultation prior to being administered by the Department Director. An employee may also be dismissed after repeated offenses of a less serious nature if the supervisor has documented the offenses and appropriate behavioral changes have not resulted from previous corrective action.

Probationary employees may be terminated at any time and may not appeal this action.

Informal Appeal

Written reprimands may be appealed informally to the employee's Department Director. The employee must present a written appeal to his or her department Director within seven (7) calendar days of the disciplinary action. The Director shall attempt to resolve the matter within seven (7) calendar days after it has been presented to him or her. The Department Director shall provide his or her decision to the employee in writing. The decision of the Department Director shall be final. Verbal warnings cannot be appealed informally.

Pre-Disciplinary Hearing Process

A pre-disciplinary hearing shall be made available to any employee who will be subject to a demotion, suspension without pay, or termination. The pre-disciplinary hearing process shall be as follows:

A. An employee shall be provided, in writing, with a notice citing the specific incidents constituting just cause; citing the violation of any statute, ordinance, rule or policy; provide an explanation of the documentation, evidence and/or facts relied upon by the department; specify the contemplated disciplinary action; and state that the employee has seven (7) calendar days from service of the notice of contemplated disciplinary action to respond in writing as to why the proposed action should not be taken, or to request a pre-disciplinary hearing with the Department Director, or designee, for that same purpose. A request for a pre-disciplinary hearing will not preclude the employee from submitting his or her written version and mitigating evidence to the Department Director, or designee, no later than the start of the pre-disciplinary hearing. All hearing requests shall be submitted in writing to the Human Resources Director or designee.

B. If the proposed discipline is termination, the employee is not eligible for administrative leave with pay or paid holidays during the pre-disciplinary process. However, if the Director does not uphold the proposed termination, the employee will be back-paid for this period.

C. If the employee requests a pre-disciplinary hearing, the Human Resources Director or designee shall schedule ~~arrange for~~ a hearing before the Department Director, or designee, within seven (7) calendar days, and prior to imposing ~~the~~ any corrective action. The corrective action may be imposed prior to the completion of the seven (7) calendar days if the employee elects not to appeal; however, only upon mutual agreement between the supervisor and the employee, and said agreement is documented in writing. Union represented employees shall have the right to union representation at the pre-disciplinary hearing. Non-represented employees may be accompanied by one personal representative. The employee is responsible for arranging said representation, but must notify the Human Resources Director or designee they intend to do so at least two (2) business days before the hearing. The pre-disciplinary hearing is non-adversarial and, if the employee has a person accompany him or her to the hearing, that person is not entitled to be an advocate. The Department Director or designee, the Human Resources Director or designee, the employee and if the employee so chooses, their representative, shall be in attendance for the pre-disciplinary hearing. The supervisor initiating the proposed corrective action shall also attend unless the employee has requested otherwise. Legal representation or paralegals thereof, are not permitted to attend the pre-disciplinary hearing. Other Department Directors are not permitted to serve as the employee's personal representative.

D. The department's pre-disciplinary notice provided to the employee prior to the hearing shall be sufficient to apprise the employee of the basis for the proposed disciplinary action. Reliance upon the contents of the pre-disciplinary notice shall not limit the City at subsequent hearings from presenting witnesses testimony and additional documentation not submitted prior to or during the pre-disciplinary hearing. The purpose of a pre-disciplinary hearing is to give the employee the opportunity to respond to the pre-disciplinary notice and to provide information why the proposed action should not be taken. The rules of evidence shall not apply to the pre-disciplinary hearing, nor are there specific procedural regulations for the conduct of the hearing. Additionally, the hearing shall not be recorded by audio or visual equipment nor should there be any attempt to make a verbatim record of the proceedings.

E. Should the Department Director, or designee, uphold the proposed ~~determine to~~ discipline following the pre-disciplinary hearing, written notice of discipline shall be given to the employee. The Department Director, or designee, may either uphold the recommended corrective action, or impose a lessor or more severe action as deemed appropriate by the Director's or designee's findings. In any case, a written response will be provided to the employee within seven (7) calendar days. Such notice shall include a general statement of the findings of the hearing and notice of the employee's right to appeal to the City Manager. If the sustained discipline is termination, the termination ~~well~~ will be effective upon notice being given to the employee. The official termination date shall be documented in the employee's employment record with the date the employee received notice from the Director or designee. In the case of termination, a formal appeal to the City Manager shall be considered a post-termination hearing. All other corrective actions will be imposed as described in the notice, unless the employee and Department Director otherwise agree.

In the interest of providing a fair and unbiased process, the Department Director of the employee receiving the corrective action may be substituted with another City Director or the Assistant City Manager. This substitution shall be allowed in cases when there is a conflict or when the Department Director is the supervisor imposing the corrective action.

Nothing in these procedures is designed to supersede or prevent an employee from availing himself or herself of the City's grievance procedure.

Formal Appeal

Any employee who is disciplined following the pre-disciplinary hearing may appeal the decision of the Department Director to the City Manager, or designee. This formal appeal must be ~~filed~~ received in writing by the Human Resources Director or designee within seven (7) calendar days of receipt of the decision of the Department Director. The City Manager, or designee shall schedule and hold a hearing within seven (7) calendar days of receipt of the appeal from the employee. The employee may have legal ~~counsel~~ representation and or witnesses at the hearing to present evidence that support the appeal, but must notify the Human Resource Director that they intend to do so at least two (2) business days before the hearing. The Formal Appeal Hearing shall be recorded as a verbatim record of the proceedings. The City Manager, or designee must render a written decision within seven (7) calendar days following the hearing. The decision of the City Manager, or designee will be final and binding. Should a termination result, the termination date will be the same date as determined by the Director as documented in the determination notice following the pre-disciplinary hearing. If a decision to terminate is over turned, administrative pay will be paid.

In the interest of providing a fair and unbiased process, the City Manager may be substituted with another City Director or the Assistant City Manager for the purpose of a formal appeal. This substitution shall be allowed in cases when there is a conflict or when the City Manager is the supervisor imposing the corrective action. An external hearing officer may also be utilized upon mutual agreement of the City and the employee.

At-Will employees are ineligible for the appeal process except as provided for in their respective employment contract.

Extension of Time Limits

Any of the time limits in the corrective action procedure may be extended upon mutual agreement. However, if no action is taken within one (1) calendar year from the date of the appeal to the Department Director or the City Manager the Appeal will be considered closed and the action upheld.

4-16. Grievance Process

It is the policy of the City to afford all employees a means of obtaining further consideration of problems when they remain unresolved at the supervisory level, and to establish policies and procedures that provide for timely resolution of grievances. Included below is a preliminary step which encourages, whenever possible, the use of mediation to resolve conflict. This step is intended to urge the consideration of the option of mediation, but in no way limits or preempts other remedies to which employees and the City are entitled by law. Whenever possible and appropriate, the employee considering filing a grievance may file a request for mediation with the Human Resources Department prior to initiating the grievance process outlined below. When mediation is pursued, participation in such session will be limited to the two parties involved and the mediator. Other parties may be included, exclusive of any representative or attorney, at the discretion of the mediator. Further, when mediation is pursued, all time limitations will be tolled as of the filing of the request for mediation with the Human Resources office and until such time as the mediation is completed. If agreement is not reached through mediation, the procedures outlined below may ensue.

A "grievance" shall mean a complaint, made by a regular full-time or regular part-time employee, which alleges an unjust application, interpretation, or violation of the rules and regulations of the City or Department that:

1. a specific administrative act was arbitrary or capricious and adversely affected the employee's then-existing terms or conditions of employment, and/or;

2. involves improper discrimination or treatment prohibited by the Constitution of the United States and State of New Mexico, or federal and or state statutes, and/or;

3. a violation of applicable City rules, regulations, or personnel policies which adversely affected the employee's then-existing terms or conditions of employment.

For the purposes of this policy, an act is not arbitrary or capricious if the decision-maker exercised reasoned judgment.

The following matters are not grievable:

- lay-offs,
- changes in policies and procedures,
- performance evaluations,
- transfers or promotions,

- changes in duty stations or shifts,
- all corrective actions,
- levels of compensation, and/or,
- other matters of inherent management rights, unless they are directly related or a direct consequence of a grievable matter.

If a question arises with regard to whether an issue is a grievable matter the City Manager reserves the right to make that determination.

Strict adherence to the procedures outlined below is mandatory for all concerned, except that time limits may be extended upon mutual agreement or good cause shown.

Reasonable attempts will be made to resolve the grievance to the mutual satisfaction of the employee and the City.

STEP 1: An employee must present a grievance in writing within seven (7) calendar days of its alleged occurrence or within seven (7) calendar days of when the employee should have reasonably known of the occurrence to the employee's immediate supervisor and Department Director, who shall attempt to resolve it within seven (7) calendar days after it is presented to them.

STEP 2: If the employee is not satisfied with the decision of the Department Director, the employee must submit the grievance, in writing, to the City Manager's office within seven (7) calendar days of receipt of the Department Director's decision. This written notice shall include the following:

A. Statement of the grievance and relevant facts.

B. Specific remedy sought.

C. Reasons for the dissatisfaction with Department Director's decision.

Note: Issues not presented to the Department Director will not be considered in an appeal to the City Manager. If the grievance presented does not include the specified requirements in Step 2, A.-C., the grievance will be rejected.

STEP 3: Within seven (7) calendar days of receipt of the employee's written grievance the City Manager shall schedule a hearing. The employee may be accompanied by another employee or union conferee. Such conferee must attain a release from their supervisor and will be considered in pay status during their regularly scheduled workday hours. The purpose of the hearing is for the employee to present any information pertinent to the grievance. The hearing will be recorded. The employee and Department Director may call witnesses to testify about information relevant to the grievance. Within seven (7) calendar days of the hearing the City Manager will provide the employee a written decision. The decision of the City Manager will be final and binding.

Grievances filed against the City Manager shall follow the same process and timeline as grievances against other employees, as described above in Section 4-16 Grievance Process. However, the grievance shall be filed with the Human Resources Director or designee, or the Assistant City Manager or designee. The Human Resources Director or Assistant City Manager, or designee thereof, shall provide the grievance to the City Commission under limited personnel matters in executive session at the next scheduled Commission meeting. The Commission shall provide direction to the Human Resources Director or Assistant City Manager, or designee thereof, for any action deemed necessary, if any. Should an investigation be required, the Commission shall provide direction to staff with regard to whether an internal or external investigation will be conducted. The Human Resources Director or designee shall provide any results to Commission in executive session. The Commission's decision shall be final and binding. If required by law, City Commission shall provide notice to the public of their direction to staff in open session following executive session.

Protection Against Retaliation - The City and its employees will not retaliate against any person who, in good faith, uses the grievance procedure.

4-17. Classification of Positions

All positions/classifications in the City's service shall be grouped into classes and each class shall include those positions sufficiently similar as to character of work, required performance, and level of responsibility, so that:

A. An equivalent level of training, experience, knowledge, and ability, and other qualifications may be required of incumbents;

B. Comparable tests of such qualifications may be used to select incumbents; and

C. The same salary range will apply with equity under substantially equal working conditions; or

D. Positions that are unusual for reasons such as market demand will be classified according to reasonable market standards.

Position descriptions and job specifications shall be maintained by the Human Resource Office for all positions. Any changes to position descriptions must be submitted to Human Resources. Requests that result in a position's reclassification will require the City Manager's approval.

The position descriptions should include: Job Title, Department, Division, FLSA Status, Effective Date, Summary of Position, Supervision Received, Supervision Exercised, Essential Functions, Other Duties, Minimum Qualifications, Special Requirements, Working Conditions, History Summary, Job Hazard Analysis, and Approval section.

Reclassification Procedure

Revision of position descriptions and re-allocations within the classification plan shall be made as often as is necessary to provide current information on positions and classes.

It shall be the duty of the Human Resource office to examine the nature of all positions and to allocate them to existing or newly created classes, to make changes in the duties and responsibilities of existing positions.

When a new position is requested by a Department Director or the duties of an old position are substantially changed, the Department Director shall submit a change request form and written recommendation to the Human Resource Office including justification for the reclassification, emphasizing changes in position responsibilities or requirements for qualifications (i.e., experience, education, certifications, etc.).

The request will be reviewed by the Human Resource Office. The Human Resource Department will use a standardized method in reviewing new position descriptions or requests for changes to existing position descriptions. This method will value the position responsibilities, requirements and qualifications to accurately classify or reclassify the position.

If the request is justified, the budget impact will be determined, and a recommendation will be made to the City Manager. The City Manager shall be the final decision-maker for all reclassification requests. If approved, the Human Resource Office will take the necessary steps to implement the reclassification. Reclassification of a position currently filled and not vacant shall not require the position be posted for recruitment. No reclassification involving an upgrade of salary that would overspend the authorized department budget will be approved without City Commission approval.

SECTION 5. BENEFITS

5-16. Paid Holidays

The City Manager shall determine which holidays employees of the City will observe, and the date of observation.

Regular full-time and part-time employees will be paid for the following holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Holiday pay for regular part-time employees will be calculated based on a pro-rated eight (8) hour holiday and the annual budgeted hours for the position held.

If a holiday falls within an eligible employee's approved leave period the eligible employee will be paid for the holiday. Leave benefits will not be charged.

Employees serving a suspension without pay shall remain eligible for observed paid holidays occurring during the suspension period; however, the observed paid holiday shall not also satisfy an imposed day of suspension without pay. Employees are not eligible for paid observed holidays while on administrative leave without pay in the pre-disciplinary process for a proposed termination of employment except in the circumstance the employee's termination is not upheld, in which case the paid holiday would be included in the back-pay for this period.

In the event a holiday falls on Sunday the following Monday shall be deemed to be the holiday. In the event the legal holiday falls on Saturday, the proceeding Friday shall be deemed to be the holiday. In these cases, time worked on the actual holiday on Saturday or Sunday will be the time that is eligible for holiday pay in accordance with the section on Holiday Pay under Compensation.

DONE this _________ day of ________________, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: ___________________________________
Richard Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Schreiber, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/9/2019 **Report No:** 5.

Submitted By: Britney Courtier

Subject: Approve grant funding from Thrive for Alamo Senior Center Transportation and Home-Delivered Meals programs for FY20. *(Magdalena Morales, ASC Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: Fiscal Impact: $13,589.49
Amount Budgeted: $15,000
Fund: 071-0000-316-1515

Recommendation: Approve grant funding.

Background: The Alamo Senior Center has applied for and received grant funding from Thrive of Southern New Mexico (formerly United Way) for some years. Thrive is again offering a grant for FY 20 for the Alamo Senior Center's Home-Delivered Meals and Transportation programs.

THRIVE
in Southern New Mexico

April 16, 2019

Alamogordo Senior Center
2201 Puerto Rico Avenue
Alamogordo, NM 88310

Dear Magdalena:

This notice will be regarded as your formal agency allocation award letter. The Board of Directors has approved this total award from Campaign 2018-2019 and you will receive twelve payments starting in late April 2019. If you have any questions about your payment amount or your payment schedule please call our office. I will be glad to give you detailed information on your monthly allotment.

Congratulations on your monetary award and thank you for all that you do for our community.

Sincerely,

Linda R Elliott

Linda L. Elliott
Executive Director

April 2019 to March 2020

Program	Designated	FAC Funds	Total
Meals on Wheels	$4,844.50	$4,116.29	$8,960.79
Transportation	$3,450.49	$1,178.21	$4,628.70

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/9/2019 **Report No:** 6.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, Resolution No. 2019-17 approving a Capital Outlay Grant Agreement in the amount of $250,000 to purchase vehicles and equipment for the police department. *(Brian Peete, Police Chief)* **(Roll Call Vote Required)**

Fiscal Impact: $250,000
Amount Budgeted: $250,000.00
Fund: 024

Additional Fiscal Impact: State legislative funding awarded.

Recommendation: Recommend approval of Resolution No. 2019-17. **(Roll Call Vote Required)**

Background: The City of Alamogordo applied for and received legislative funding to purchase and equip vehicles and equipment for the police department. The City received grant agreement 19-D3106 in the amount of $250,000, from the New Mexico Department of Finance and Administration, Local Government Division for approval and signature.

RESOLUTION NO. 2019-17

A RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION, FOR CAPITAL APPROPRIATION PROJECT (19-D3106) IN THE AMOUNT OF $250,000 FOR THE CITY OF ALAMOGORDO TO PURCHASE AND EQUIP VEHICLES AND EQUIPMENT FOR THE ALAMOGORDO POLICE DEPARTMENT.

WHEREAS, the City of Alamogordo seeks to enter into a Grant Agreement with the State of New Mexico Department of Finance and Administration under Capital Appropriation Project 19-D3106; and,

WHEREAS, the Capital Appropriation Project 19-D3106 funds total $250,000; and,

WHEREAS, these funds will be utilized by the City of Alamogordo Police Department to purchase and equip vehicles and equipment for the police department,

WHEREAS, the estimated cost of vehicles and equipment is no more than $250,000.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, THAT

Section 1. The City of Alamogordo is hereby authorized to prepare and submit the Capital Appropriation Project grant agreement package; and,

Section 2 . The City Commission directs and designates the City Manager and Assistant City Manager, or his/her successors as official representatives authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement; and,

Section 3 . The City of Alamogordo officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED APPROVED AND ADOPTED this 14 of May 2019.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By:______________________________
Richard Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Schreiber, City Attorney

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of__________, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Alamogordo**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 34, Para. 305, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

19-D3106 $250,000.00 Appropriation Reversion Date: 30-JUN-21
Laws of 2019, Chapter 277, Section 34, Paragraph 305, Two Hundred Fifty Thousand Dollars ($250,000.00) to purchase and equip vehicles and equipment for the police department in Alamogordo in Otero county.

The Grantee's total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars (**$250,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (**$0.00**), which equals Two Hundred Fifty Thousand Dollars (**$250,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

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

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

    a. must be approved by the applicable oversight entity (if any) in accordance with law; or

    b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

    Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.
[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

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

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work peformed or goods received prior to the effective date of the Notice of Obligation is wholly and soley the obligation of the Grantee.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Alamogordo
Name: Maria Herndon
Title: Administrative Manager
Address: 700 Virginia Ave, Alamogordo, NM, 88310
Email: mherndon@ci.alamogordo.nm.us
Telephone: 575-439-4300

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

Grantee: City of Alamogordo
Name: Debbie Osborne
Title: Grant Coordinator
Address: 1376 E. Ninth Street, Alamogordo, NM, 88310
Email: dosborne@ci.alamogordo.nm.us
Telephone: 575-439-4300

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Mr David A Buchen
Title: Program Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: David.Buchen@state.nm.us
Telephone: 505-827-4957

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2021**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

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

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

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

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilitites incurred by the Grantee in the form of actual unpaid invoicees received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liablities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

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

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

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

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

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

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

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

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

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

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

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

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

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

“This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Alamogordo** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Alamogordo**'s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute deiscretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demostrated readiness as determined by the SBOF and the Department.

C. Grantee achknowledeges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

____
Entity Name

By: ____
(Type or Print Name)

Its: ____
(Type or Print Title)

____
Signature of Official with Authority to Bind Grantee

____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

____
Signature

____
Date

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: ______________________

B. Address: ______________________

(Complete Mailing, including Suite, if applicable)

____

City, State, Zip

C. Phone No: ______________________

D. Grant No: ______________________

E. Project Title: ______________________

F. Grant Expiration Date: ______________________

II. Payment Computation

A. Payment Request No. ______________

B. Grant Amount: ______________

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

D. Funds Requested to Date: ______________

E. Amount Requested this Payment: ______________

F. Reversion Amount (I*f Applicable*): ______________

G. Grant Balance: ______________

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

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

III. **Fiscal Year :** ______________________

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

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

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

____

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

____

Printed Name

Date: ______________________

____

Grantee Representative

____

Printed Name

Date: ______________________

(State Agency Use Only)

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

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

____

Division Fiscal Officer Date

____

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # ___________

DATE: ______________________________

TO: Department Representative: ______________________________, ___________________________

FROM: Grantee Entity: ____

Grantee Official Representative:____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: ____

Grant Termination Date: ____

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

Vendor or Contractor: ____

Third Party Obligation Amount: ____

Vendor or Contractor: ____

Third Party Obligation Amount: ____

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

Grant Amount (Minus AIPP if applicable): ______________________________________

The Amount of this Notice of Obligation: ______________________________________

The Total Amount of all Previously Issued Notices of Obligation: ______________________________________

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: ____

Title: ____

Signature: ____

Date: ____

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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/9/2019 **Report No:** 7.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, Resolution No. 2019-18 approving a Capital Outlay Grant Agreement in the amount of $71,200 to purchase hazmat equipment for the fire department. *(Jim LeClair, Fire Chief)* **(Roll Call Vote Required)**

Fiscal Impact: $71,200
Amount Budgeted: $71,200.00
Fund: 024

Additional Fiscal Impact: State legislative funding awarded.

Recommendation: Recommending approval of Resolution No. 2019-18. **(Roll Call Vote Required)**

Background: The City of Alamogordo applied for and received legislative funding to purchase and equip a First Defender RMX Hazmat Identification Tester for the Alamogordo Fire Department Districts 1, 2, 3, 4, 5, 6, 7. The City received grant agreement 19-D3103 in the amount of $71,200, from the New Mexico Department of Finance and Administration, Local Government Division for approval and signature.

RESOLUTION NO. 2019-18

A RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION, FOR CAPITAL APPROPRIATION PROJECT (19-D3103) IN THE AMOUNT OF $71,200 FOR THE CITY OF ALAMOGORDO TO PURCHASE AND EQUIP A HAZARDOUS MATERIALS IDENTIFICATION TESTER FOR THE ALAMOGORDO FIRE DEPARTMENT.

WHEREAS, the City of Alamogordo seeks to enter into a Grant Agreement with the State of New Mexico Department of Finance and Administration under Capital Appropriation Project 19-D3103; and,

WHEREAS, the Capital Appropriation Project 19-D3103 funds total $71,200; and,

WHEREAS, these funds will be utilized by the City of Alamogordo Fire Department to purchase a First Defender RMX Hazmat Identification Tester for the Alamogordo Fire Department Districts 1, 2, 3, 4, 5, 6, 7.

WHEREAS, the estimated cost to purchase the hazardous materials identification testers is no more than $71,200.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, THAT

Section 1. The City of Alamogordo is hereby authorized to prepare and submit the Capital Appropriation Project grant agreement package; and,

Section 2 . The City Commission directs and designates the City Manager and Assistant City Manager, or his/her successors as official representatives authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement; and,

Section 3 . The City of Alamogordo officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED APPROVED AND ADOPTED this 14 of May 2019.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By:______________________________
Richard Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

____
Rachel Hughs, City Clerk

____
Petria Schreiber, City Attorney

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of__________, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Alamogordo**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 34, Para. 302, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

19-D3103 $71,200.00 Appropriation Reversion Date: 30-JUN-21
Laws of 2019, Chapter 277, Section 34, Paragraph 302, Seventy-One Thousand Two Hundred Dollars ($71,200.00) to purchase and equip a hazardous materials identification tester for the fire department in Alamogordo in Otero county.

The Grantee's total reimbursements shall not exceed Seventy-One Thousand Two Hundred Dollars (**$71,200.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (**$0.00**), which equals Seventy-One Thousand Two Hundred Dollars (**$71,200.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

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

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

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

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work peformed or goods received prior to the effective date of the Notice of Obligation is wholly and soley the obligation of the Grantee.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Alamogordo
Name: Jim LeClair
Title: Fire Chief
Address: 619 Texas Ave, Alamogordo , NM, 88310
Email: jleclair@ci.alamogordo.nm.us
Telephone: 575-439-4298

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

Grantee: City of Alamogordo
Name: Debbie Osborne
Title: Grant Coordinator
Address: 1376 E. Ninth St, Alamogordo, NM, 88310
Email: dosborne@alamogordo.nm.us
Telephone: 575-439-4257

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Mr David A Buchen
Title: Program Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: David.Buchen@state.nm.us
Telephone: 505-827-4957

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2021**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

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

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

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

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilitites incurred by the Grantee in the form of actual unpaid invoicees received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liablities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

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

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

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

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

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

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

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

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

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

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

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

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

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

“This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Alamogordo** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Alamogordo**'s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute deiscretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demostrated readiness as determined by the SBOF and the Department.

C. Grantee achknowledeges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

____
Entity Name

By: ____
(Type or Print Name)

Its: ____
(Type or Print Title)

____
Signature of Official with Authority to Bind Grantee

____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

____
Signature

____
Date

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: ______________________

B. Address: ______________________

(Complete Mailing, including Suite, if applicable)

____

City, State, Zip

C. Phone No: ______________________

D. Grant No: ______________________

E. Project Title: ______________________

F. Grant Expiration Date: ______________________

II. Payment Computation

A. Payment Request No. ______________

B. Grant Amount: ______________

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

D. Funds Requested to Date: ______________

E. Amount Requested this Payment: ______________

F. Reversion Amount (I*f Applicable*): ______________

G. Grant Balance: ______________

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

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

III. Fiscal Year : ______________________

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

IV. ☑ Reporting Certification:

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

V. ☑ Compliance Certification:

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

______________________ ______________________

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

______________________ ______________________

Printed Name

Printed Name

Date: ______________

Date: ______________

(State Agency Use Only)

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

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

______________________ ______________________

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # ___________

DATE: ______________________________

TO: Department Representative: ______________________________, ___________________________

FROM: Grantee Entity: ____

Grantee Official Representative:____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: ____

Grant Termination Date: ____

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

Vendor or Contractor: ____

Third Party Obligation Amount: ____

Vendor or Contractor: ____

Third Party Obligation Amount: ____

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

Grant Amount (Minus AIPP if applicable): ______________________________

The Amount of this Notice of Obligation: ______________________________

The Total Amount of all Previously Issued Notices of Obligation: ______________________________

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: ____

Title: ____

Signature: ____

Date: ____

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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/9/2019 **Report No:** 8.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, Resolution No. 2019-20 approving a Capital Outlay Grant Agreement in the amount of $14,000 to purchase verti-cutter equipment for the parks department. *(Veronica Ortega, Community Services Director)* **(Roll Call Vote Required)**

Fiscal Impact: $14,000
Amount Budgeted: $14,000.00
Fund: 024

Additional Fiscal Impact: State legislative funding awarded.

Recommendation: Recommend approval of Resolution No. 2019-20. **(Roll Call Vote Required)**

Background: The City of Alamogordo applied for and received legislative funding to plan, design, construct, purchase and equip a verti-cutter for public parks in Alamogordo. The City received grant agreement 19-D3104 from the New Mexico Department of Finance and Administration, in the amount of $14,000, for approval and signature.

RESOLUTION NO. 2019-20

A RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION, FOR CAPITAL APPROPRIATION PROJECT (19-D3104) IN THE AMOUNT OF $14,000 FOR THE CITY OF ALAMOGORDO TO PLAN, DESIGN, CONSTRUCT, PURCHASE AND EQUIP A VERTI-CUTTER FOR PUBLIC PARKS IN ALAMOGORDO.

WHEREAS, the City of Alamogordo seeks to enter into a Grant Agreement with the State of New Mexico Department of Finance and Administration under Capital Appropriation Project 19-D3104; and,

WHEREAS, the Capital Appropriation Project 19-D3104 funds total $14,000; and,

WHEREAS, these funds will be utilized by the City of Alamogordo Community Services, Parks Department, to plan, design, construct, purchase and equip a verti-cutter for public parks in Alamogordo,

WHEREAS, the estimated cost for the verti-cutter is no more than $14,000.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, THAT

Section 1. The City of Alamogordo is hereby authorized to prepare and submit the Capital Appropriation Project grant agreement package; and,

Section 2 . The City Commission directs and designates the City Manager and Assistant City Manager, or his/her successors as official representatives authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement; and,

Section 3 . The City of Alamogordo officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED APPROVED AND ADOPTED this 14 of May 2019.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By:______________________________
Richard Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Schreiber, City Attorney

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of__________, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Alamogordo**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 34, Para. 303, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

19-D3104 $14,000.00 Appropriation Reversion Date: 30-JUN-23
Laws of 2019, Chapter 277, Section 34, Paragraph 303, Fourteen Thousand Dollars ($14,000.00) to plan, design, construct, purchase and equip a verti-cutter for public parks in Alamogordo in Otero county.

The Grantee's total reimbursements shall not exceed Fourteen Thousand Dollars (**$14,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (**$0.00**), which equals Fourteen Thousand Dollars (**$14,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

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

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work peformed or goods received prior to the effective date of the Notice of Obligation is wholly and soley the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
C. Project funds shall not be used for purposes other than those specified in the Project Description.
D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Alamogordo
Name: Veronica Ortega
Title: Community Service Director
Address: 1376 E. Ninth St., Alamogordo, NM, 88310
Email: vortega@ci.alamogordo.nm.us
Telephone: 575-439-4324

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

Grantee: City of Alamogordo
Name: Debbie Osborne
Title: Grant Coordinator
Address: 1376 E. Ninth Street, Alamogordo, NM, 88310
Email: dosborne@ci.alamogordo.nm.us
Telephone: (575) 439-4257

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Mr David A Buchen
Title: Program Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: David.Buchen@state.nm.us
Telephone: 505-827-4957

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2023**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

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

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

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

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilitites incurred by the Grantee in the form of actual unpaid invoicees received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liablities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

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

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

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

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

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

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

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

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

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

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

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

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

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

“This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Alamogordo** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Alamogordo**'s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute deiscretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demostrated readiness as determined by the SBOF and the Department.

C. Grantee achknowledeges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

____

Entity Name

By: ____

(Type or Print Name)

Its: ____

(Type or Print Title)

____

Signature of Official with Authority to Bind Grantee

____

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

____

Signature

____

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: ____________________

B. Address: ____________________

(Complete Mailing, including Suite, if applicable)

____

City, State, Zip

C. Phone No: ____________________

D. Grant No: ____________________

E. Project Title: ____________________

F. Grant Expiration Date: ____________________

II. Payment Computation

A. Payment Request No. ____________________

B. Grant Amount: ____________________

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

D. Funds Requested to Date: ____________________

E. Amount Requested this Payment: ____________________

F. Reversion Amount (I*f Applicable*): ____________________

G. Grant Balance: ____________________

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

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

III. Fiscal Year : ____________________

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

IV. ☑ Reporting Certification:

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

V. ☑ Compliance Certification:

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

____

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

____

Grantee Representative

____

Printed Name

Date: ____________________

____

Printed Name

Date: ____________________

(State Agency Use Only)

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

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

____

Division Fiscal Officer Date

____

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # ___________

DATE: ____________________________

TO: Department Representative: ______________________________, _________________________

FROM: Grantee Entity: ____

Grantee Official Representative:____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: ____

Grant Termination Date: ____

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

Vendor or Contractor: ____

Third Party Obligation Amount: ____

Vendor or Contractor: ____

Third Party Obligation Amount: ____

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

Grant Amount (Minus AIPP if applicable): ____________________________________

The Amount of this Notice of Obligation: ____________________________________

The Total Amount of all Previously Issued Notices of Obligation: ____________________________________

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: ____

Title: ____

Signature: ____

Date: ____

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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/9/2019 **Report No:** 9.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, Resolution No. 2019-21 approving a Capital Outlay Grant Agreement in the amount of $36,800.00 to purchase a verti-drain deep tine aerator for the parks department. *(Veronica Ortega, Community Services Director)* **(Roll Call Vote Required)**

Fiscal Impact: $36,800
Amount Budgeted: $36,800.00
Fund: 024

Additional Fiscal Impact: State legislative funding awarded.

Recommendation: Recommend approval of Resolution No. 2019-21. **(Roll Call Vote Required)**

Background: The City of Alamogordo applied for and received legislative funding to plan, design, construct, purchase and equip a verti-cutter for public parks in Alamogordo. The City received grant agreement 19-D3105 from the New Mexico Department of Finance and Administration, in the amount of $36,800, for approval and signature.

RESOLUTION NO. 2019-21

A RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION, FOR CAPITAL APPROPRIATION PROJECT (19-D3105) IN THE AMOUNT OF $36,800 FOR THE CITY OF ALAMOGORDO TO PLAN, DESIGN, CONSTRUCT, PURCHASE AND EQUIP A VERTI-CUTTER FOR PUBLIC PARKS IN ALAMOGORDO.

WHEREAS, the City of Alamogordo seeks to enter into a Grant Agreement with the State of New Mexico Department of Finance and Administration under Capital Appropriation Project 19-D3105; and,

WHEREAS, the Capital Appropriation Project 19-D3105 funds total $36,800; and,

WHEREAS, these funds will be utilized by the City of Alamogordo Community Services, Parks Department, to plan, design, purchase and equip a verti-drain deep tine aerator for public parks in Alamogordo,

WHEREAS, the estimated cost for the verti-drain deep tine aerator is no more than $36,800.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, THAT

Section 1. The City of Alamogordo is hereby authorized to prepare and submit the Capital Appropriation Project grant agreement package; and,

Section 2 . The City Commission directs and designates the City Manager and Assistant City Manager, or his/her successors as official representatives authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement; and,

Section 3 . The City of Alamogordo officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED APPROVED AND ADOPTED this 14 of May 2019.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By:______________________________
Richard Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

____
Rachel Hughs, City Clerk

____
Petria Schreiber, City Attorney

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of__________, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Alamogordo**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 34, Para. 304, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

19-D3105 $36,800.00 Appropriation Reversion Date: 30-JUN-21
Laws of 2019, Chapter 277, Section 34, Paragraph 304, Thirty-Six Thousand Eight Hundred Dollars ($36,800.00) to plan, design, purchase and equip a verti-drain deep tine aerator for public parks in Alamogordo in Otero county.

The Grantee's total reimbursements shall not exceed Thirty-Six Thousand Eight Hundred Dollars (**$36,800.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (**$0.00**), which equals Thirty-Six Thousand Eight Hundred Dollars (**$36,800.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

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

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work peformed or goods received prior to the effective date of the Notice of Obligation is wholly and soley the obligation of the Grantee.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Alamogordo
Name: Veronica Ortega
Title: Community Service Director
Address: 1376 E. Ninth St., Alamogordo, NM, 88310
Email: vortega@ci.alamogordo.nm.us
Telephone: 575-439-4324

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

Grantee: City of Alamogordo
Name: Debbie Osborne
Title: Grant Coordinator
Address: 1376 E. Ninth Street, Alamogordo, NM, 88310
Email: dosborne@ci.alamogordo.nm.us
Telephone: (575) 439-4257

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Mr David A Buchen
Title: Program Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: David.Buchen@state.nm.us
Telephone: 505-827-4957

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2021**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

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

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

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

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilitites incurred by the Grantee in the form of actual unpaid invoicees received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liablities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

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

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

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

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

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

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

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

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

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

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

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

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

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

“This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Alamogordo** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Alamogordo**'s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute deiscretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demostrated readiness as determined by the SBOF and the Department.

C. Grantee achknowledeges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

____
Entity Name

By: ____
(Type or Print Name)

Its: ____
(Type or Print Title)

____
Signature of Official with Authority to Bind Grantee

____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

____
Signature

____
Date

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: ______________________

B. Address: ______________________

(Complete Mailing, including Suite, if applicable)

____

City, State, Zip

C. Phone No: ______________________

D. Grant No: ______________________

E. Project Title: ______________________

F. Grant Expiration Date: ______________________

II. Payment Computation

A. Payment Request No. ______________

B. Grant Amount: ______________

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

D. Funds Requested to Date: ______________

E. Amount Requested this Payment: ______________

F. Reversion Amount (I*f Applicable*): ______________

G. Grant Balance: ______________

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

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

III. Fiscal Year : ______________________

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

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

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

______________________ ______________________

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

______________________ ______________________

Printed Name Printed Name

Date: ______________ Date: ______________

(State Agency Use Only)

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

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

______________________ ______________________

Division Fiscal Officer Date Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # ___________

DATE: ____________________________

TO: Department Representative: ____________________________, ____________________________

FROM: Grantee Entity: ____

Grantee Official Representative: ____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: ____

Grant Termination Date: ____

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

Vendor or Contractor: ____

Third Party Obligation Amount: ____

Vendor or Contractor: ____

Third Party Obligation Amount: ____

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

Grant Amount (Minus AIPP if applicable): ____________________________

The Amount of this Notice of Obligation: ____________________________

The Total Amount of all Previously Issued Notices of Obligation: ____________________________

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: ____

Title: ____

Signature: ____

Date: ____

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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/3/2019 **Report No:** 10.

Submitted By: Sue Ashe

Subject: Approve the Investment Report for the quarter ending March 31, 2019, in accordance with the City of Alamogordo Investment Ordinance. *(Stephanie Hernandez, Finance Director)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: N/A

Recommendation: Accept the Quarterly Investment Report for the period ending March 31, 2019

Background:
The City of Alamogordo ended the quarter with an investment portfolio totaling $53,046,449. The portfolio was made up of:

State Investment Pool	$	5,475	or	0.01%
Short Term Investments	$	3,011,031	or	5.65%
US Treasury Notes/Agency Bonds	$	32,794,045	or	61.58%
Certificates of Deposits	$	17,444,013	or	32.76%
Total Investments:	**$**	**53,254,564**		100.00%

Total gains (losses) for the quarter ended March 31, 2019, on maturities and/or called agency notes were $0. Interest earned during the quarter on a cash basis was $208,115.

Interest Income Budget Comparison for all Funds is as follows:

Interest Earned Budget	$	913,240	
Interest Received to Date	$	668,996	73.26% of budget

Note: The investments mature at different times through out the year and 61% of the investments mature within three years. They are reinvested as they mature, so that they continue to roll over to be available for projects when needed.

INVESTMENT SUMMARY AS OF **3/31/19**

CITY OF ALAMOGORDO INVESTMENT REPORT

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 18 - 19 Y-T-D EARNINGS
ST. INVESTMENT POOL - COA	ST. INVEST POOL-COA		$5,474.79	$5,474.79	0	1.907%	DAILY	N/A	17,473.70
Western Bank (CD# 81186796)	CD		$269,278.41	269,278.41	0	1.250%	02/07/23	02/07/18	2,509.17
Western Bank (CD# 81186944)	CD		$806,226.08	806,226.08	0	1.250%	03/22/23	03/22/18	7,431.37
Western Bank (CD# 81187231)	CD		$544,260.48	544,260.48	0	0.800%	02/10/24	02/10/19	6,936.83
Western Bank (CD# 81187926)	CD		$269,278.41	269,278.41	0	1.250%	03/15/23	03/12/18	2,482.07
First Savings Bank (CD#13312297)	CD		$268,643.82	268,643.82	0	1.000%	02/07/23	02/07/18	2,021.20
First Savings Bank (CD# 13401520)	CD		$1,061,786.04	1,061,786.04	0	1.000%	03/12/23	03/12/18	7,902.13
Bank '34 (CD#0101004984)	CD		$250,000.00	250,000.00	0	1.650%	02/08/23	02/08/18	3,072.78
First American Bank (CD#603372527)	CD		$267,753.61	267,753.61	0	1.150%	02/26/23	02/26/18	3,044.16
First American Bank (CD# 603372528)	CD		$1,065,730.69	1,065,730.69	0	1.150%	03/22/23	03/22/18	12,116.56
Pioneer Bank (CD#30100640)	CD		$267,567.23	267,567.23	0	1.600%	02/12/23	02/12/18	3,188.15
Bank of the West (CD#029771907)	CD		$266,623.97	266,623.97	0	1.600%	03/20/23	03/20/18	3,213.33
Washington Federal (CD# 172-200282-9)	CD		$275,628.87	275,628.87	0	2.050%	03/22/23	03/22/18	4,168.33
Washington Federal (CD# 172-200283-7)	CD		$1,086,202.16	1,086,202.16	0	1.250%	04/09/23	04/09/18	16,988.56
Wells Fargo (Bank Holland Mich)	CD	062649XS2	-		0	1.250%	12/27/18	06/27/12	748.68
Wells Fargo (World Finl Cap Bk)	CD	98146QDJ7	$250,000.00	$249,200.00	(800)	1.600%	08/26/19	08/24/12	2,991.81
Wells Fargo (Washington County Bk)	CD	93754PAK3	-		0	1.250%	09/24/18	09/23/15	796.23
Wells Fargo (First General Bank)	CD	320337BJ6	-		0	1.200%	09/28/18	09/30/15	994.52
Wells Fargo (United Bankers Bank)	CD	909557EW6	-		0	1.300%	09/28/18	09/30/15	1,077.40
Wells Fargo (Gorham Svgs Bk ME)	CD	383052DJ3	-		0	1.200%	10/15/18	10/14/15	1,010.95
Wells Fargo (Enerbank USA UT)	CD	29266NS24	$250,000.00	$248,757.50	(1,243)	1.500%	10/16/19	10/16/15	2,804.78
Wells Fargo (First Finl Northwest Bk)	CD	32022MAC2	$250,000.00	$248,552.50	(1,448)	1.350%	10/16/19	10/16/15	2,524.30
Wells Fargo (Aimbank)	CD	00889WAU9	-		0	1.150%	10/29/18	10/28/15	968.84
Wells Fargo (HSBC Bk)	CD	40434AC72	$250,000.00	$252,177.50	2,178	1.600%	11/17/20	11/17/15	3,906.85
Moreton (Goldman Sachs Bk USA N Y)	CD	38148PGR2	$250,000.00	$248,787.50	(1,213)	1.100%	08/12/19	08/10/16	2,750.00
Moreton (Discover BK)	CD	254672E87	$250,000.00	$248,852.50	(1,148)	1.150%	08/12/19	08/10/16	2,875.00
Moreton (Oriental Bk)	CD	68621KAB7	-		0	1.100%	08/10/18	08/10/16	693.15
Moreton (Sallie Mae Mk Murray Utah)	CD	795450YQ2	$250,000.00	$245,942.50	(4,058)	1.350%	08/10/20	08/10/16	3,375.00
Moreton (Capital One Bk)	CD	140420B33	$250,000.00	$245,942.50	(4,058)	1.350%	08/10/20	08/10/16	3,375.00
Moreton (Ally Bk Midvale Utah)	CD	02006LJ53	$250,000.00	$248,787.50	(1,213)	1.200%	08/12/19	08/11/16	3,000.00
Moreton (Wex Bk Midvale Utah)	CD	92937CEJ3	-		0	0.950%	08/13/18	08/12/16	1,177.74
Moreton (Farm Bur Bk FSB NV)	CD	307660KJ8	-		0	1.000%	02/19/19	08/17/16	1,691.79
Moreton (Comenity Cap Br Utah)	CD	20033ARW8	$250,000.00	$243,307.50	(6,693)	1.500%	09/07/21	09/14/16	2,804.78
Moreton (Everbank Jacksonville Fl)	CD	29976DT42	$250,000.00	$243,785.00	(6,215)	1.550%	09/15/21	09/16/16	3,875.00
Moreton (Bank Hapoalim B M New York)	CD	06251AN22	-		0	1.051%	03/04/19	09/27/16	1,977.73
Moreton (Bank Leumi USA New York NY)	CD	063248FY9	$250,000.00	$248,352.50	(1,648)	1.250%	09/27/19	09/27/16	3,125.00
Moreton (Iroquois Fed Svgs & Ln Assn)	CD	46355PBY3	$250,000.00	$248,385.00	(1,615)	1.250%	09/27/19	09/29/16	2,337.33
Moreton (Firstbank PR Santurce)	CD	33767AF97	-		0	1.150%	09/28/18	09/30/16	953.09
Moreton (Synchrony Bk)	CD	87165ELA3	$250,000.00	$244,662.50	(5,338)	1.800%	11/18/21	11/18/16	2,268.49
Moreton (State Bk India New York NY)	CD	8562846E9	$250,000.00	$246,837.50	(3,163)	2.250%	02/09/22	02/09/17	5,625.00

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 18 - 19 Y-T-D EARNINGS
Moreton (Merrick Bk South Jordan Utah)	CD	59013JWF2	-		0	1.300%	02/15/19	02/15/17	1,745.20
Moreton (Morton Cmnty Bk Ill)	CD	619165HB2	$250,000.00	$247,185.00	(2,815)	1.850%	02/26/21	02/27/17	3,459.26
Moreton (Wells Fargo Bank Natl Assn)	CD	949763FX9	$250,000.00	$247,480.00	(2,520)	2.400%	03/29/22	03/20/17	4,487.67
Moreton (American Express Centurion Bk	CD	02587DN38	$250,000.00	$246,737.50	(3,263)	2.450%	04/05/22	03/27/17	3,070.89
Moreton (Exchange Bk Gibbon Neb)	CD	301074CL2	$250,000.00	$244,780.00	(5,220)	2.050%	04/26/22	04/26/17	3,833.19
Moreton (BMO Harris Bk Natl Assn)	CD	05581WNY7	$250,000.00	$245,125.00	(4,875)	2.250%	10/28/22	04/28/17	4,238.02
Moreton (Capital One Natl Assn)	CD	14042RFL0	$250,000.00	$246,547.50	(3,453)	2.300%	05/10/22	05/10/17	2,898.63
Moreton (Barclays Bk)	CD	06740KKJ5	$250,000.00	$245,362.50	(4,638)	2.200%	07/19/22	07/21/17	5,500.00
Moreton (First Business Bk Madison Wis)	CD	31938QZQ0	$247,993.19	$247,913.20	(80)	1.306%	04/11/19	08/21/17	1,624.17
Moreton (KS Statebank Manhattan KS)	CD	50116CAQ2	$248,874.06	$242,657.50	(6,217)	1.631%	10/29/21	08/21/17	3,038.46
Moreton (Verus Bk Comm Ft Collins Colo	CD	92535LBU7	$248,409.84	$242,652.50	(5,757)	1.656%	10/29/21	08/21/17	3,079.81
Moreton (American Express Fed Svgs Bk	CD	02587CFU9	$250,000.00	$245,162.50	(4,838)	2.400%	08/29/22	08/25/17	6,000.00
Moreton (Celtic Bk Salt Lake City Utah)	CD	15118RNB9	$250,000.00	$244,167.50	(5,833)	2.100%	08/31/22	09/01/17	3,926.72
Moreton (Bank Baroda NY)	CD	06062QWG5	$249,778.42	$245,347.50	(4,431)	1.450%	10/30/20	08/31/17	1,873.85
Moreton (East Boston Svgs Bk MA)	CD	27113PCC3	$250,000.00	$243,630.00	(6,370)	2.050%	09/28/22	09/28/17	3,833.19
Moreton (Third Fed Svgs & Ln Assn)	CD	88413QBQ0	$250,000.00	$247,960.00	(2,040)	1.900%	09/15/20	09/29/17	4,750.00
Moreton (South Ottumwa Svgs Bk Iowa)	CD	839145AA7	$250,000.00	$243,622.50	(6,378)	2.050%	09/29/22	09/29/17	3,833.19
Moreton (Stearns Bk NA St Cloud MN)	CD	857894UN7	$250,000.00	$243,622.50	(6,378)	2.050%	09/29/22	09/29/17	3,833.19
Moreton (TBK Bk SSB Dallas Tex)	CD	87219RBQ6	$250,000.00	$244,872.50	(5,128)	2.200%	09/29/22	10/02/17	4,113.67
Moreton (First KY Bk Inc Mayfield)	CD	32065TAW1	$250,000.00	$243,987.50	(6,013)	2.100%	10/06/22	10/06/17	3,926.72
Moreton (Marlin Business Bk Salt Lake)	CD	57116APV4	$250,000.00	$246,237.50	(3,763)	2.000%	10/13/21	10/13/17	3,739.74
Moreton (Beneficial BK Philadelphia PA)	CD	08173QBX3	$250,000.00	$244,350.00	(5,650)	2.150%	10/18/22	10/18/17	2,694.86
Moreton (Continental Bk Utah)	CD	211163GS3	$250,000.00	$245,270.00	(4,730)	1.850%	10/20/21	10/20/17	2,318.84
Moreton (Morgan Stanley Bk)	CD	61747MF63	$250,000.00	$248,187.50	(1,813)	2.650%	01/11/23	01/11/18	6,625.00
Moreton (Blackridge Bank Fargo ND)	CD	09248AAU4	$249,978.01	$249,615.00	(363)	1.700%	06/18/19	04/09/18	3,255.00
Moreton (Seattle SVGS BK Wash)	CD	81258PHU0	$250,000.00	$250,405.00	405	3.250%	05/30/23	05/30/18	4,095.89
Moreton (BMW Bk North Amer Salt Lake	CD	05580ANM2	$250,000.00	$253,500.00	3,500	3.250%	07/13/23	07/13/18	4,095.89
Moreton (Community Finl Svcs Bk Bentor	CD	20364ACF0	$250,000.00	$250,727.50	728	3.250%	07/25/23	07/25/18	5,409.26
Moreton (Berkshire Bk Pittsfield MA)	CD	084601PW7	-		0	1.850%	10/16/18	07/16/18	1,165.75
Moreton (Bank Potiac ILL)	CD	064455AG3	$250,000.00	$250,132.50	133	3.250%	07/20/23	07/20/18	5,409.26
									-
Wells Fargo (N Mexico Dona Ana Brh Cm	N Mexico Dona Ana E	257578DV3	-		0	4.000%	08/01/22	08/13/12	(1,630.44)
Wells Fargo (Central N Mexico Cmnty Co	Central N Mexico Cm	154625BA4	-		0	3.500%	08/15/19	09/07/12	772.11
Wells Fargo (University N Mex Gallup Bra	University N Mex Gall	914684DT9	-		0	2.000%	10/15/20	11/21/12	(1,759.68)
Wells Fargo (Fannie Mae Unsecrdnt Call)	Fannie Mae Unsecrdr	3135G0TP8	-		0	1.250%	01/30/19	02/22/13	6,250.00
Wells Fargo (Rio Rancho NM Wtr & Wstw	Rio Rancho NM Wtr &	767175FZ0	-		0	5.000%	05/15/22	03/12/13	(4,136.20)
Wells Fargo (Rio Rancho N Mex Pub Sch	Rio Rancho N Mex Pu	767171JZ5	-		0	4.000%	08/01/19	03/25/13	(1,143.37)
Wells Fargo (Fannie Mae)	Fannie Mae	3136G2P84	$0.00		0	1.200%	01/28/19	10/28/15	5,775.42
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Banl	3133EGFP5	2,003,068.73	$1,970,160.00	(32,909)	1.776%	06/15/22	07/27/16	17,786.27
Moreton (Federal National Mtg Assn)	Fed Natl Mtg Assn	3136G3F59	1,000,899.50	$999,030.00	(1,870)	0.967%	04/26/19	08/05/16	4,837.69
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G3W35	1,503,674.55	$1,474,695.00	(28,980)	1.550%	08/17/21	08/17/16	21,761.42
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G3V85	1,001,069.95	$989,740.00	(11,330)	1.250%	02/24/20	08/24/16	11,418.21
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G3Y82	1,101,110.14	$1,080,332.00	(20,778)	1.200%	11/24/20	08/24/16	12,561.89

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 18 - 19 Y-T-D EARNINGS
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G3U94	1,503,491.47	$1,470,870.00	(32,621)	1.400%	05/25/21	08/25/16	19,440.18
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G32A2	1,000,394.97	$994,630.00	(5,765)	1.100%	08/23/19	08/30/16	10,180.88
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G32E4	1,000,859.17	$989,270.00	(11,589)	1.111%	02/25/20	09/12/16	11,133.70
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G35L5	1,000,000.00	$982,080.00	(17,920)	1.250%	12/23/20	09/23/16	6,250.00
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G35U5	1,503,103.66	$1,469,085.00	(34,019)	1.419%	12/28/21	09/28/16	21,370.55
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G4BG7	561,256.19	$539,604.80	(21,651)	1.750%	12/30/22	10/05/16	9,512.63
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EGXX8	1,001,455.10	$984,730.00	(16,725)	1.340%	10/13/20	10/13/16	6,324.49
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G4DC4	1,001,114.26	$986,677.82	(14,436)	1.300%	06/30/20	10/20/16	12,318.06
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G4EU3	1,002,067.84	$982,850.00	(19,218)	1.600%	10/28/21	10/28/16	7,651.89
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G4DC4	500,560.45	$493,342.18	(7,218)	1.300%	06/30/20	10/31/16	6,159.35
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G4GG2	799,341.16	$785,304.00	(14,037)	1.500%	05/25/21	11/23/16	6,132.93
Moreton (Federal Home Loan Mtg Corp)	Fed Home Loan Mtg (	3134GAVN1	1,000,000.00	$992,020.00	(7,980)	1.250%	11/27/20	11/30/16	6,250.00
Moreton (Federal National Mtg Assn)	Fed Natl Mtg Assn	3136G4JU8	1,496,750.67	$1,485,910.40	(10,840)	1.459%	12/30/19	01/09/17	22,014.79
Moreton (Federal National Mtg Assn)	Fed Natl Mtg Assn	3136G4JN4	640,098.88	$633,664.35	(6,435)	1.581%	06/29/20	01/09/17	5,061.18
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EF4D6	521,357.41	$516,323.40	(5,034)	1.833%	04/20/21	01/09/17	4,783.47
Moreton (Federal Home Loan Bank)	Fed Home Loan Bank	3130AAB56	1,116,287.96	$1,108,441.60	(7,846)	2.101%	05/25/22	01/09/17	11,734.04
Moreton (Federal Home Loan Mtg Corp)	Fed Home Loan Mtg (	3134GA4F8	528,881.68	$525,426.10	(3,456)	2.000%	02/28/22	03/10/17	10,972.42
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EF2K2	498,261.58	$493,640.00	(4,622)	1.968%	04/12/22	04/07/17	4,910.59
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EHPV9	500,190.30	$494,825.00	(5,365)	1.641%	12/29/20	06/29/17	4,109.54
Moreton (Federal Home Loan Mtg Corp)	Fed Home Loan Mtg (	3134GBWH1	1,502,180.93	$1,492,890.00	(9,291)	1.372%	09/27/19	06/30/17	10,360.22
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EHGS6	501,443.00	$495,840.00	(5,603)	1.942%	04/25/22	06/30/17	4,866.27
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EHPD9	500,864.58	$495,875.00	(4,990)	1.549%	06/22/20	06/30/17	3,879.86
Moreton (Federal Home Loan Banks)	Fed Home Loan Bank	3130ABHV1	500,871.10	$498,050.00	(2,821)	2.411%	06/22/22	06/30/17	3,623.70
Moreton (Federal Home Loan Banks)	Fed Home Loan Bank	3130AA5Y0	500,000.00	$493,815.00	(6,185)	2.829%	11/25/22	06/30/17	3,437.50
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G33W3	994,973.80	$980,030.00	(14,944)	1.709%	05/28/21	10/03/17	8,509.66
Moreton (Federal Home Loan Banks)	Fed Home Loan Bank	3130A7RB3	749,304.20	$739,920.00	(9,384)	1.800%	10/25/21	10/17/17	6,867.34
Moreton (Federal Home Loan Mtg Corp)	Fed Home Loan Mtg (	3134GBE99	758,030.91	$752,286.00	(5,745)	2.000%	09/28/22	10/25/17	15,762.82
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EFYK7	999,808.79	$990,480.00	(9,329)	2.290%	02/08/23	12/11/17	22,948.33
Moreton (Federal Home Loan Bank)	Fed Home Loan Bank	3130ADFH0	999,026.64	$1,000,010.00	983	2.586%	01/23/23	02/13/18	24,414.42
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EJBY4	$0.00		0	2.780%	02/07/23	02/26/18	15,174.17
Moreton (Federal Home Loan Banks)	Fed Home Loan Bank	3134GSCQ6	500,000.00	$500,225.00	225	2.750%	02/23/23	02/28/18	12,986.11
Moreton (Federal Home Loan Mtg Corp)	Fed Home Loan Mtg (	3134GSHW8	502,245.53	$500,180.00	(2,066)	3.000%	04/26/23	04/26/18	7,245.53
									-
Wells Fargo BS securities transferred to Moreton Capital Markets May 20, 2016									
Moreton Capital Markets Money Market and Cash			1,515,690.95	$1,515,690.95	0	varies	N/A	N/A	5,006.25
Wells Fargo ST Money Market 6810881786			1,287,753.68	$1,287,753.68	0	varies	N/A	N/A	911.31
Wells Fargo - PHA account			207,585.96	$207,585.96	0	varies	N/A	N/A	46.74
TOTAL			**53,254,564**	**52,707,306**	**(547,257.77)**				**668,996.36**

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 18 - 19 Y-T-D EARNINGS
US Treasury Notes/Agency Bonds - WF / RBC			$32,794,045.10	61.58%					
State Investment Pool			$5,474.79	0.01%					
Certificate of Deposits			$17,444,013.29	32.76%					
Money Market Accounts			3,011,030.59	5.65%					
			$53,254,563.77	100.00%					

Investment Abbreviations

CD = Certificate of Deposit

FHLMC = Federal Home Loan Mortgage Corporation (Freddie Mac)

FNMA = Federal National Mortgage Association (Fannie Mae)

FHLB = Federal Home Loan Banks

CITY OF ALAMOGORDO

COLLATERALIZATION SUMMARY REPORT

MONTH CLOSING: **March 31, 2019**

	Financial Institution	Amount of City Funds	FDIC Amount	Amount Uninsured	Required Collateral per NMSA 1978 6-10-17	Amount to be Collateralized	Collateral Pledged by Financial Institutions	Over/(Under) Pledged	At Risk
1)	State Treasurer's Pool - COA	$ 5,475	n/a			-			-
2)	Wells Fargo	$ 1,569,178							
	Wells Fargo - PHA	$ 207,586	207,585.96	$ -					
		$ 1,776,764	250,000	$ 1,526,764	50.00%	763,382	1,523,629	760,247	3,134
3)	Moreton Capital Markets								
a.	Cash and Money Market	$ 1,515,691	1,515,691						
	Certificates of Deposit	$ 10,745,034	10,745,034	$ -					
b.	Securities	$ 32,794,045	n/a						
		$ 45,054,769.57							
	First National - Alamogordo	$ 5,255,593	250,000	$ 5,005,593	50.00%	2,502,797	3,350,118	847,322	1,655,475
	First National - Alamogordo - PHA	$ 1,455,510	-	$ 1,455,510	50.00%	727,755	1,542,995	815,240	(87,486)
	Western Bank	$ 1,889,043	250,000	$ 1,639,043	50.00%	819,522	1,726,148	906,627	(87,105)
	First Savings Bank	$ 1,330,430	250,000	$ 1,080,430	50.00%	540,215	1,592,487	1,052,272	(512,057)
	Bank '34	$ 250,000	250,000	$ -	50.00%	-	0	-	-
	First American Bank	$ 1,333,484	250,000	$ 1,083,484	50.00%	541,742	793,546	251,804	289,938
	Pioneer Bank	$ 267,567	250,000	$ 17,567	50.00%	8,784	24,371	15,587	(6,804)
	Bank of the West	$ 266,624	250,000	$ 16,624	50.00%	8,312	12,523	4,211	4,101
	Washington Federal	$ 1,361,831	250,000	$ 1,111,831	50.00%	555,916	1,351,846	795,930	(240,015)
4)	New Mexico Finance Authority	$ 4,509,379	n/a						
	TOTAL	**$ 64,756,470**		**$ 12,936,847**		**$ 6,468,423**	**$ 11,917,665**	**$ 5,449,241**	**$ 1,019,182**

1) These funds are invested in 7-day and 14 day Tresury bills and fully-collaterized bank deposits; per NM STO correspondence Feb. 27, 2009. Per State Treasurer's Investment Policy authorized investments are U.S. Govt. Obligations, Investment Grade commercial paper, AA rated or better Corporate bonds, asset-backed obligations, and etc. (pages 4-8). - Per LGIP statements - New MexiGROW LGIP deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New MexiGROW LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.

2) a. Wells Fargo Sweep is collateralized at 102%

3) Moreton Capital Markets - transferred on May 2016 from WFBS, which included RBC
a. Securities and cash are protected up to $500,000 (including a $250,000 limit for cash only
b. Federal Home Loan Notes, Freddie Mac, Fannie Mae, etc. are backed by the full faith and credit of the U.S. government.

4) NMFA is a governmental agency which must itself comply with state investment policies

CITY OF ALAMOGORDO
ANALYSIS OF INVESTMENT AND YIELDS
TWELVE MONTHS ENDED

MONTH	(1) TOTAL INVESTMENTS	(2) RETURN ON INVESTMENTS	(3) YIELDS ON INVESTMENTS	TOTAL RETURN ON INVESTMENTS
APRIL 2018	63,599,279	81,561	1.539%	81,561
MAY 2018	62,914,814	66,492	1.268%	66,492
JUNE 2018	58,660,567	95,753	1.959%	95,753
JULY 2018	58,726,783	66,215	1.353%	66,215
AUGUST 2018	58,832,228	105,446	2.151%	105,446
SEPTEMBER 2018	57,388,503	56,275	1.177%	56,275
OCTOBER 2018	54,466,688	78,185	1.723%	78,185
NOVEMBER 2018	52,945,389	53,701	1.217%	53,701
DECEMBER 2018	53,046,449	101,060	2.286%	101,060
JANUARY 2019	53,086,620	40,171	0.908%	40,171
FEBRUARY 2019	53,188,019	101,399	2.288%	101,399
MARCH 2019	53,254,564	66,545	1.499%	66,545
ANNUAL AVERAGE	**56,675,825**	**76,067**	**1.6140%**	**$76,067**
12 MONTH TOTALS		**912,803**	**1.6106%**	**912,803**
			This Quarter	**208,115**

(1) AVERAGE TOTAL INVESTMENTS (BOOK VALUE)
(2) ALL RETURNS AND YIELDS ARE CALCULATED ON A CASH BASIS
(3) AVERAGE YIELD ON INVESTMENTS

CITY OF ALAMOGORDO
INVESTMENT SUMMARY
BY FUND
March 31, 2019

FUND NO.	FUND DESCRIPTION	PER FUND INVESTMENT
11	GENERAL OPERATING	7,599,740.45
16	LODGER'S TAX-PROMOTIONS	166,489.32
20	LODGER'S TAX-CITY SHARE	90,910.84
21	D.A.R.E. DONATIONS	15,720.18
28	POLICE CONTINGENCY	52,316.38
31	CEMETERY-PERPETUAL CARE	846,518.26
33	FIRE PROTECTION FUND	163,371.76
37	ST HIGHWAY CLEANUP	111,211.01
38	TRAFFIC SAFETY	46,807.87
49	86 GRT	3,884,382.16
59	GRT P & I	128.32
61	91 GRT INFRASTRUCTURE	521,075.01
69	94 GROSS RECEIPTS TAX	484,754.10
74	SENIOR GIFT FUND	86,799.42
81	WATER/SEWER OPERATIONS	13,865,532.88
82	1998 JT. WATER/SEWER BOND P&I	38,595.36
86	SOLID WASTE	488,311.02
88	BONITO LAKE	333,304.65
89	ESGRT .0625%	2,024,188.78
94	LANDFILL OPERATIONS	3,969,738.60
96	FLEET COLLISION	437,776.09
104	UTILITY DEPOSITS	661,567.22
105	ECONOMIC DEVELOPMENT GRT	3,018,568.05
107	LIABILITY/DEDUCTABLE INSURANCE	668,284.23
109	2004 CAPITAL OUTLAY GRT	13,076,684.26
114	SIDEWALK REVOLVING LOANS	138,329.58
121	2015 GO BONDS-FUN CENTER	87,091.83
122	2015 GO BONDS - STREETS	168,780.18
901	HOUSING LOW RENT OPER	96,518.79
903	HOUSING HOMEOWNERSHIP OPR	111,067.17
	TOTAL:	**53,254,563.77**

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/10/2019 **Report No:** 11.

Submitted By: Stephanie Hernandez

Subject: Approve the award of RFP 2019-001 Audit Services for the City of Alamogordo to the overall highest qualified proposal, Carr Riggs & Ingram. *(Stephanie Hernandez, Finance Director)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

011-2102-415-5715 $36,048
016-0001-419-5715 $ 2,617
020-0006-454-5715 $ 2,617
081-1803-461-5715 $24,031
901-0007-463-5715 $ 9,000
903-0007-463-5715 $ 1,000
Total Budget FY20 **$75,313**

Recommendation: Approve the award of RFP 2019-002 Audit Services for the City of Alamogordo to Carr Riggs & Ingram

Background: The City of Alamogordo requested proposals from the Office of the State Auditors approved listing of auditors for the financial and compliance audit of the City's fiscal operation for the fiscal year ending June 30, 2019.

RFP was advertised on April 21, 2019. The City received 6 responsive proposals as of May 6th, 2019 3:00 deadline. Kriegal,Gray & Shaw; Jaramillo Accounting; Patillo, Brown & Hill; Hinkle & Landers: Beasley Mitchell & Co. and Carr Riggs & Ingram

Evaluations were conducted in accordance with the State Audit Rule 2.2.2 NMAC. As a result of the evaluation process, Carr Riggs & Ingram was selected for the award. The initial contract will be awarded for a one year term with the option of two additional one year terms, upon approval of the City Commission and the Office of the State Auditor.

New Mexico State Auditor's Office

Audit Contract Proposal Evaluation Form Detail

		Carr Riggs & Ingram				**Jaramillo Accounting Grp**				**Hinkle & Landers**				**Pattillo, Brown & Hill**				**Kriegel/Gray/Shaw**				**Beasley Mitchell & Co.**			
Evaluation Criteria	**Max Pts**	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Section I: Capability of IPA Firm																									
Resources of IPA to preform audit	**100**	90	95	90	100	85	95	80	100	85	90	85	95	85	95	80	95	75	85	65	95	65	70	65	80
Results of most recent external quality review	**50**	45	40	25	40	35	50	50	50	50	50	50	50	45	50	50	50	50	50	50	50	25	25	25	35
Organization and completeness of proposal or bid.	**150**	140	150	135	150	140	145	125	150	130	140	130	145	100	145	100	150	10	125	100	145	50	75	75	90
Section II: Work Requirements & Audit Approach																									
IPA's knowledge of agency's need and product	**125**	125	120	120	125	120	120	110	120	120	100	120	120	115	120	90	120	110	100	100	125	75	75	60	95
Soundness of technical plan and estimates for completion	**125**	125	120	115	125	125	120	100	120	125	110	110	120	125	120	90	120	100	100	80	120	75	50	60	95
plans for using agency staff	**50**	50	50	40	50	50	50	45	50	45	50	40	30	50	50	35	45	25	30	15	45	10	30	35	35
Plans for subsequent years approach and word effort	**50**	35	50	40	50	50	50	40	50	20	50	40	35	40	50	40	45	40	30	40	50	0	0	30	35
Section III: Technical Expertise																									
Governmental audit experience and specilization	**150**	150	150	145	150	150	140	120	145	140	100	135	120	140	145	120	130	140	100	100	150	0	80	90	90
Continuing professional education	**50**	35	50	50	45	50	50	50	50	50	50	50	30	10	50	50	35	30	40	50	35	0	10	50	35
References	**50**	45	50	45	45	50	50	40	45	40	50	40	40	40	50	40	50	25	50	35	50	50	50	40	40
Cost Evaluation Score	**100**	79	79	79	79	85	85	85	85	90	90	90	90	93	93	93	93	100	100	100	100	92	92	92	92
Totals	**1000**	919	954	884	959	940	955	845	965	895	880	890	875	843	968	788	933	705	810	735	965	442	557	622	722
		3716				**3705**				**3540**				**3532**				**3215**				**2343**			
Total with Preferences Applied		**3901.8**				**3890.25**				**3717**				**3708.6**				**3375.75**				**2343**			
		State Resident Preference				**State Resident Preference**				**State Resident Preference**				**State Resident Preference**				**State Resident Preference**				**N/A**			

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/9/2019 **Report No:** 12.

Submitted By: Jim LeClair

Subject: Consider, and act upon, Resolution 2019-25 for the Trade of one 2001 KME Navistar Fire Pumper owned by the City of Alamogordo for one Olympian 62.5 kw generator with approximately 139 hours that is owned by Otero County. *(Jim LeClair, Fire Chief)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends the approval of Resolution 2019-25

Background: Recently the Alamogordo Fire Department side lined this 2001 KME Navistar pumper for auction. On April 24, 2019 the Alamogordo Fire Department received a letter of interest from Otero County regarding the donation and/or trade for this Equipment. Currently the Alamogordo Fire Department is in need of generators for all fire stations throughout the city to insure all stations are equipped with emergency power in the case of power failure. In addition; this is an ISO requirement that we are currently trying to address.

RESOLUTION NO. 2019-25

A RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS CITY PROPERTY

WHEREAS, the City of Alamogordo, New Mexico, is the owner of one (1) 2001 KME Navistar 2-D pumper VIN # 1HTSDADR51H354680 that was taken out of service and no longer feasible for department use, and;

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

WHEREAS, the City is desirous of transferring the said 2001 KME Navistar pumper to Otero County for the trade of one (1) Olympian 62.5 kw generator SN # D2726G/001, and;

WHEREAS, both the 2001 KME Navistar pumper and the Olympian 62.5 kw generator are of equal value;

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

1. The one (1) 2001 KME Navistar pumper is hereby declared surplus, and will be transferred to Otero County for the trade of one (1) Olympian 62.5 kw generator.

2. This Resolution shall take effect immediately upon adoption.

Done this 14th day of May, 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

COMMISSION/
ADMINISTRATION
(575) 437-7427
FAX (575) 443-2904
886-986-8376

COUNTY OF
OTERO
NEW MEXICO

1101 NEW YORK AVE.
ALAMOGORDO, NM 88310-8935

April 24, 2019

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

Re: Request for Obsolete / Surplus Firefighting Apparatus

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

The transfer of this apparatus would allow utilization by Otero County for the La Luz fire department, ensuring ready response and operations for our firefighters while serving the citizens of Otero County and within the City of Alamogordo upon request during emergency situations.

In exchange for this apparatus, Otero County would be willing to transfer a 62.5 kW emergency backup generator for utilization at one of your fire stations for continuity of operations.

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

Sincerely,

Paul Quairoli
Emergency Services Director
Otero County Office of Emergency Services
1101 New York Ave. Suite 104
Alamogordo, NM 88310
Office: 575-439-2612
Fax: 575-437-2259
Cell: 575-491-5942
E-mail: paul.quairoli@co.otero.nm.us

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/1/2019 **Report No:** 13.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, liens placed on property located at 1309 Incredible Dr. without authorization of utility connection. *(Alex Villar, Property Owner)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Provide direction.

Background: Mr. Villar would like to dispute the liens placed on his property, located at 1309 Incredible Dr. without authorization of utility connection.

RECEIVED
APR 30 2019
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 4/30/19

Request Date of Meeting: ____________

Name: Alex Villar

Address: 6647 Lamx ST NW
Albuquerque NM ZIP 87120

Phone Number: 505-463-6476

E-Mail Address: Villar.Alexander@outlook.com

Item requested will be for: (Please check one)

[ ] Information only   [✓] 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

Dispute leans Placed on Property without Authorization of utility connection

Signature: [signature]

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

CITY OF ALAMOGORDO
UTILITY LIEN PAYOFF

Prepared By:	CTRUJILLO	Date:	4/25/2019
Address:	1309 Incredible Drive	Lien filed:	12/15/2014
Lien#:	1373/1374	Name:	Alex Villa
Acct#:	823-10106; 95325-10106		

Interest:		12%	0.000328767 per day	
12/15/2014	$ 432.77		$227.22	1597
	$ 432.77			

$ 432.77	Lien amt
$ 50.00	filing fees
$227.22	interest
$ 709.99	total due

PAYOFF GOOD THROUGH: 4/30/2019

Paz/marin

PLEASE MAKE CHECK PAYABLE TO "CITY OF ALAMOGORDO"

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

4/25/2019

CITY OF ALAMOGORDO
UTILITY LIEN PAYOFF

Prepared By:	CTRUJILLO	Date:	4/25/2019
Address:	1309 Incredible Drive	Lien filed:	7/22/2015
Lien#:	1485	Name:	Alex Villa
Acct#:	96837-10106		

Interest:	12%	0.000328767 per day		
7/22/2015	$ 890.60	$403.48	1378	
	$ 890.60			

$ 890.60	Lien amt
$ 50.00	filing fees
$403.48	interest
$ 1,344.08	total due

PAYOFF GOOD THROUGH: 4/30/2019

Elma Ruiz

PLEASE MAKE CHECK PAYABLE TO "CITY OF ALAMOGORDO"

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

4/25/2019

1485

To: Stephen Thies, City Attorney
From: Stephanie Reyes, Utility Billing Collections Clerk SR
Date: July 16, 2015
Thru: Nichole Sierra, Acting Customer Service Manager SM
Re: Delinquent account; 1309 Incredible Dr

PLEASE PLACE A LIEN AGAINST THE PROPERTY LISTED BELOW:

PROPERTY OWNER INFORMATION
Alex Villa
1309 Incredible Dr
Alamogordo, NM 88310

6647 Lamy St NW
Albq. 87120

RECEIVED
JUL 17 2015
CITY ATTORNEY'S OFFICE

PROPERTY ADDRESS
1309 Incredible Dr

LEGAL DESCRIPTION
Subd: PARADISE PARK #3 Lot: LT 23

TENANT OCCUPIED HOME WHEN DEBT WAS INCURRED

Account Name: Elma C Ruiz
Account Number: 96837-10106
Start Date: 12/14/12 Term Date: 02/17/15

BREAKDOWN OF CHARGES

TIME PERIOD

Bill:	09/16/14	Service:	07/24/14	to	08/25/14	$ 405.52
Payment:	10/03/14					$ (100.00)
Late Charge:	10/14/14					$ 10.00
Bill:	10/15/14	Service:	08/26/14	to	09/25/14	$ 372.13
Late Charge:	11/11/14					$ 10.00
Bill:	11/13/14	Service:	09/26/14	to	10/18/14	$ 140.35
Late Charge:	12/12/14					$ 10.00
Bill:	12/17/14	Service:	10/19/14	to	11/22/14	$ 81.53
Water Adjustiment - Leak	12/29/14					$ (146.60)
Late Charge:	12/29/14					$ (30.00)
Gov Rcpt Tax Adj - Leak	12/29/14					$ (8.47)
Water Adjustiment - Leak	12/29/14					$ (169.40)
Gov Rcpt Tax Adj - Leak	12/29/14					$ (7.33)
Late Charge:	01/13/15					$ 10.00
Bill:	01/15/15	Service:	11/23/14	to	12/22/14	$ 71.99
Bill:	02/12/15	Service:	12/23/14	to	01/22/15	$ 104.71

BREAKDOWN OF CHARGES

Continued

TIME PERIOD

Late Charge:	02/13/15					$	10.00
Deposit Refund:	02/18/15					$	(140.00)
Final Bill:	02/18/15	Service:	01/23/15	to	02/17/15	$	66.17

Subtotal	$	690.60
Admin Fee	$	200.00
Total	**$**	**890.60**

1373
1374

To: Stephen Thies, City Attorney
From: Stephanie Reyes, Utility Billing Collections Clerk SR
Date: September 16, 2014
Thru: Armando Ortega, Customer Service Manager Amy
Re: Delinquent account; 1309 Incredible Dr

RECEIVED
SEP 16 2014
CITY ATTORNEY'S OFFICE

PLEASE PLACE A LIEN AGAINST THE PROPERTY LISTED BELOW:

PROPERTY OWNER INFORMATION
Alex Villa
1309 Incredible Ct
Alamogordo, NM 88310

PROPERTY ADDRESS
1309 Incredible Dr

LEGAL DESCRIPTION
Subd: PARADISE PARK #3 Lot: LT 23

TENANT OCCUPIED HOME WHEN DEBT WAS INCURRED

Account Name: Paz E Orona Jr — 1373
Account Number: 82347-10106
Start Date: 5/30/2008 — Term Date: 8/2/2010

BREAKDOWN OF CHARGES

TIME PERIOD

Bill:	6/15/2010	Service:	4/23/2010	to	5/24/2010	$	85.87
Late Charge:	7/13/2010					$	10.00
Bill:	7/13/2010	Service:	5/25/2010	to	6/22/2010	$	80.93
Deposit Refund:	8/3/2010					$	(130.00)
Final Bill:	8/3/2010	Service:	6/23/2010	to	8/2/2010	$	160.04

Total $ 206.84

BREAKDOWN OF CHARGES
Continued

TENANT OCCUPIED HOME WHEN DEBT WAS INCURRED

Account Name: Rafael Marin

Account Number: 95325-10106 1374

Start Date: 6/21/2012 Term Date: 12/14/2012

BREAKDOWN OF CHARGES

TIME PERIOD

Bill:	8/14/2012	Service:	6/22/2012	to	7/23/2012	$ -
Payment:	8/27/2012					$ (119.53)
Bill:	9/11/2012	Service:	7/24/2012	to	8/24/2012	$ -
Late Charge:	10/9/2012					$ 10.00
Bill:	10/16/2012	Service:	8/25/2012	to	9/24/2012	$ -
Late Charge:	11/13/2012					$ 10.00
Bill:	11/13/2012	Service:	9/25/2012	to	10/23/2012	$ -
Payment:	12/3/2012					$ (300.00)
Cancel/Rebill Bill:	12/3/2012	Service:	6/21/2012	to	7/23/2012	$ 475.53
Deposit Refund:	12/3/2012					$ (140.00)
Final Bill:	12/18/2012	Service:	10/24/2012	to	12/14/2012	$ 89.93

Subtotal	$ 25.93
Admin Fee	$ 200.00
Total	$ 225.93

AMOUNT OF LIEN $ **432.77**

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/10/2019 **Report No:** 14.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2019-19 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of May 14, 2019. *(Evelyn Huff, Budget Analyst)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Beginning Cash Balances $0

Revenues 1,577,969 (Increase)

Expenditures (2,822,336) (Decrease)

Net Impact 4,400,305

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 2019-19 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. 2019-19

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 May 14, 2019 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 May 14, 2019 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 14th day of May 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

ALL FUNDS SUMMARY

DFA 1/12TH REQ RSRV
1,248,589
Fund Reserve Policy
1,248,589
Subsidy Reserve
487,127
Bal. Remaining
1,549,506

FY19 BUDGET-RESOLUTION 2019-19 (#6) MAY 14, 2019

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	17,962,746	947,457	7,378,519	(6,431,062)	14,983,073	4,533,812	2,984,306	1,549,506	0	2,984,306	1,549,506
12	INTERNAL SERVICES	0	442,461	2,642,351	23,733	2,618,618	2,989,165	71,914		$71,914			71,914
15	CORRECTIONS-JAIL	0	89,000	114,764	1,255	113,509	193,850	8,659		$8,659			8,659
16	LODGER'S TAX-PROMOTIONAL FUND	189,094	255,431	0	2,476	(2,476)	272,881	169,168		$169,168			169,168
17	POLICE COURT BOND	7,938	0	0	0	0	0	7,938		$7,938			7,938
19	COURT AUTOMATION FUND	17,091	81,566	0	24,629	(24,629)	68,202	5,826		$5,826			5,826
20	LODGER'S TAX-CITY	153,307	452,779	45,000	60,355	(15,355)	556,797	33,934		$33,934			33,934
21	D.A.R.E. DONATIONS FUND	24,276	6,224	0	0	0	12,570	17,930		$17,930			17,930
22	DESIGNATED GIFT FUND	0	0	0	0	0	0	0		$0			0
24	GRANT CAPITAL IMPROVEMENT	62,532	362,039	0	0	0	363,537	61,034		$61,034			61,034
27	MUNICIPAL COURT OPERATIONS	5,469	12,000	424,656	15,917	408,739	418,934	7,274		$7,274			7,274
28	POLICE CONTINGENCY	62,730	6,680	0	0	0	10,000	59,410		$59,410			59,410
31	CEMETERY-PERPETUAL CARE	834,941	25,843	0	98,000	(98,000)	0	762,784		$762,784			762,784
32	COMMUNITY SERVICES	106,154	533,017	4,382,910	709,633	3,673,277	4,258,549	53,899		$53,899			53,899
33	FIRE PROTECTION	313,401	684,416	0	0	0	835,999	161,818	24,429	$137,389	0	24,429	137,389
35	HIDTA GRANT FUND	0	3,000	0	0	0	3,000	0		$0	0		0
36	LAW ENFORCEMENT FUND	3,362	106,418	0	0	0	106,545	3,235		$3,235			3,235
37	STATE HIGHWAY FUND	128,259	44,429	0	0	0	34,963	137,725		$137,725			137,725
38	TRAFFIC SAFETY FUND	61,701	26,684	0	0	0	28,000	60,385		$60,385			60,385
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	1,691,304	125,500	4,481,753	(4,356,253)	28,439	262,592	251,166	$11,426	0	251,166	11,426
44	TRANSPORTATION FUND	0	3,460,988	1,177,728	164,091	1,013,637	4,195,866	278,759	0	$278,759	0	0	278,759
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		$0			0
49	1986 GROSS RECEIPTS TAX	5,982,352	1,751,843	0	5,885,336	(5,885,336)	712,093	1,136,766	269,454	$867,312	0	269,454	867,312
50	PROPERTY ACQUISITION	85,010	0	0	0	0	0	85,010		$85,010			85,010
53	GENERAL OBLIGATION	920,267	1,049,847	0	0	0	1,102,746	867,368	551,373	$315,995	0	551,373	315,995
54	REVERSE OSMOSIS PROJECT RSV	21,967	0	2,866,371	0	2,866,371	2,866,371	21,967		$21,967			21,967
56	99 GRT FLOOD CONTROL BOND PROJ	1,615,590	30,981	7,673,556	0	7,673,556	7,741,191	1,578,936		$1,578,936			1,578,936
59	REVENUE BOND P & I FUND	188,175	7,250	2,668,143	0	2,668,143	2,671,643	191,925		$191,925			191,925
61	MUNICIPAL INFRASTRUCTURE .0625%	578,486	422,899	0	605,484	(605,484)	7,110	388,791	12,073	$376,718	0	12,073	376,718
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	1,687,825	0	3,575,952	(3,575,952)	28,439	659,673	549,566	$110,107		549,566	110,107
71	ALAMO SENIOR CENTER	3,643	909,197	616,160	4,758	611,402	1,474,148	50,094		$50,094			50,094
74	ALAMO SENIOR CENTER GIFT	100,294	58,159	0	0	0	91,986	66,467		$66,467			66,467
75	RETIRED & SENIOR VOL. PROGRAM	1,318	224,914	49,247	18,679	30,568	256,787	13		$13			13
81	WATER/SEWER OPERATING	12,182,162	21,619,727	3,440,578	1,956,797	1,483,781	32,731,529	2,554,141	946,315	$1,607,826		946,315	1,607,826
82	98 JT WATER/SEWER BOND P&I	1,233,115	19,609	1,938,428	0	1,938,428	1,938,430	1,252,722		$1,252,722	0		1,252,722
86	SOLID WASTE COLLECTION SYS.	551,921	2,101,092	0	149,050	(149,050)	2,142,672	361,291	177,481	$183,810	0	177,481	183,810
88	BONITO CAMPGROUND	379,306	6,012	0	0	0	0	385,318		$385,318			385,318
89	ESGRT .0625%	2,107,239	442,721	0	1,715,000	(1,715,000)	314,495	520,465		$520,465	0		520,465
90	GOLF COURSE	17,313	1,540,500	389,844	100,832	289,012	1,846,375	450		$450	0	0	450
91	AIRPORT	90,218	760,815	191,081	47,951	143,130	870,151	124,012	0	$124,012		0	124,012
94	OTERO GREENTREE REG LANDFILL	4,449,239	2,032,816	0	2,018	(2,018)	3,378,788	3,101,249		$3,101,249		0	3,101,249
96	SELF-INSURED FUND	487,880	66,439	0	29,000	(29,000)	60,000	465,319		$465,319			465,319
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	1,082,053	0	0	0	5,049,289	2,275,088		$2,275,088			2,275,088
107	SELF INSURED/LIABILITY	952,159	11,694	330,000	448,484	(118,484)	330,000	515,369		$515,369			515,369
109	2004 GRT CAPITAL OUTLAY	12,608,230	3,529,450	0	3,375,975	(3,375,975)	9,987,952	2,773,753	533,340	$2,240,413	0	533,340	2,240,413
113	2009 G.O. BOND ACQ FUND	0	0	0	0	0	0	0		$0			0
114	SIDEWALKS REVOLVING LOANS	136,623	2,095	0	0	0	32,360	106,358		$106,358			106,358
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	24,232	448,484	0	448,484	1,920,137	284,372		$284,372			284,372
121	2015 GO BONDS-FUN CENTER	86,050	1,441	0	0	0	0	87,491		$87,491			87,491
122	2015 GO BONDS-STREETS	194,386	3,003	0	0	0	27,788	169,601		$169,601			169,601
901	HOUSING LOW RENT OPERATING	948,223	879,300	0	217	(217)	1,007,290	820,016	83,879	$736,137	0	83,879	736,137
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**	**67,455,504**	**30,924,461**	**30,924,461**	**0**	**109,303,284**	**31,224,471**	**6,383,382**	**24,841,089**	**0**	**6,383,382**	**24,841,089**

ALL FUNDS SUMMARY
PRELIMARY 2018-2019

DFA 1/12TH REQ RSRV
1,248,589
Fund Reserve Policy
1,248,589
Subsidy Reserve
487,127
Bal. Remaining
1,549,506

1

FY19 BUDGET - RESOLUTION 2019-19 (#6) May 14, 2019

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	17,467,938	1,102,457	7,378,519	(6,276,062)	15,529,143	3,647,934	2,984,306	663,628	0	2,984,306	663,628
	Revision #1		494,808			0		494,808					
	Revision #2			(155,000)		(155,000)		(155,000)					
	Revision #3					0	(546,070)	546,070					
	Total Revised Fund 11	**7,985,201**	**17,962,746**	**947,457**	**7,378,519**	**(6,431,062)**	**14,983,073**	**4,533,812**	**2,984,306**	**1,549,506**	**0**	**2,984,306**	**1,549,506**
12	INTERNAL SERVICES	0	416,311	2,642,351	23,733	2,618,618	2,950,259	84,670		$84,670			84,670
	Revision #1		26,150			0		26,150					
	Revision #3					0	38,906	(38,906)					
	Total Revised Fund 12	**0**	**442,461**	**2,642,351**	**23,733**	**2,618,618**	**2,989,165**	**71,914**	**0**	**71,914**	**0**	**0**	**71,914**
15	CORRECTIONS-JAIL	0	81,827	114,764	1,255	113,509	193,850	1,486		$1,486			1,486
	Revision #1		7,173					7,173					
	Total Revised Fund 15	**0**	**89,000**	**114,764**	**1,255**	**113,509**	**193,850**	**8,659**	**0**	**8,659**	**0**	**0**	**8,659**
16	LODGER'S TAX-PROMOTIONAL FUND	189,094	254,304	0	2,476	(2,476)	279,681	161,241		$161,241			161,241
	Revision #1		1,127			0		1,127					
	Revision #3					0	(6,800)	6,800					
	Total Revised Fund 16	**189,094**	**255,431**	**0**	**2,476**	**(2,476)**	**272,881**	**169,168**	**0**	**169,168**	**0**	**0**	**169,168**
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
	Revision #1		(28)					(28)					
	Total Revised Fund 19	**17,091**	**81,566**	**0**	**24,629**	**(24,629)**	**68,202**	**5,826**	**0**	**5,826**	**0**	**0**	**5,826**
20	LODGER'S TAX-CITY	153,307	439,968	45,000	60,355	(15,355)	577,817	103		$103			103
	Revision #1		12,811			0		12,811					
	Revision #3					0	(21,020)	21,020					
	Total Revised Fund 20	**153,307**	**452,779**	**45,000**	**60,355**	**(15,355)**	**556,797**	**33,934**	**0**	**33,934**	**0**	**0**	**33,934**
21	D.A.R.E. DONATIONS FUND	24,276	6,119	0	0	0	12,570	17,825		$17,825			17,825
	Revision #1		105					105					
	Total Revised Fund 21	**24,276**	**6,224**	**0**	**0**	**0**	**12,570**	**17,930**	**0**	**17,930**	**0**	**0**	**17,930**
22	DESIGNATED GIFT FUND	0	0	0	0	0	0	0		$0			0
24	GRANT CAPITAL IMPROVEMENT	62,532	362,039	0	0	0	363,537	61,034		$61,034			61,034
	Total Revised Fund 24	**62,532**	**362,039**	**0**	**0**	**0**	**363,537**	**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
	Revision #1		2,000					2,000					
	Total Revised Fund 27	**5,469**	**12,000**	**424,656**	**15,917**	**408,739**	**418,934**	**7,274**	**0**	**7,274**	**0**	**0**	**7,274**
28	POLICE CONTINGENCY	62,730	3,479	0	0	0	7,500	58,709		$58,709			58,709
	Revision #1		3,201			0		3,201					
	Revision #3					0	2,500	(2,500)					
	Total Revised Fund 28	**62,730**	**6,680**	**0**	**0**	**0**	**10,000**	**59,410**	**0**	**59,410**	**0**	**0**	**59,410**
31	CEMETERY-PERPETUAL CARE	834,941	22,330	0	98,000	(98,000)	0	759,271		$759,271			759,271
	Revision #1		3,513					3,513					
	Total Revised Fund 31	**834,941**	**25,843**	**0**	**98,000**	**(98,000)**	**0**	**762,784**	**0**	**762,784**	**0**	**0**	**762,784**
32	COMMUNITY SERVICES	106,154	569,346	4,382,910	709,633	3,673,277	4,348,293	484		$484			484
	Revision #1		(36,329)					(36,329)					
	Revision #3					0	(89,744)	89,744					
	Total Revised Fund 32	**106,154**	**533,017**	**4,382,910**	**709,633**	**3,673,277**	**4,258,549**	**53,899**	**0**	**53,899**	**0**	**0**	**53,899**
33	FIRE PROTECTION	313,401	685,231	0	0	0	829,026	169,606	24,429	$145,177	0	24,429	145,177
	Revision #1		(815)			0		(815)					
	Revision #3					0	6,973	(6,973)					
	Total Revised Fund 33	**313,401**	**684,416**	**0**	**0**	**0**	**835,999**	**161,818**	**24,429**	**137,389**	**0**	**24,429**	**137,389**
35	HIDTA GRANT FUND	0	4,295	0	0	0	4,295	0		$0			0
	Revision #1		(1,295)			0		(1,295)					
	Revision #3					0	(1,295)	1,295					
	Total Revised Fund 35	**0**	**3,000**	**0**	**0**	**0**	**3,000**	**0**	**0**	**0**	**0**	**0**	**0**

36	LAW ENFORCEMENT FUND	3,362	110,698	0	0	0	110,664	3,396		$3,396			3,396
	Revision #1		(4,280)			0		(4,280)					
	Revision #3					0	(4,119)	4,119					
	Total Revised Fund 36	**3,362**	**106,418**	**0**	**0**	**0**	**106,545**	**3,235**	**0**	**3,235**	**0**	**0**	**3,235**
37	STATE HIGHWAY FUND	128,259	43,913	0	0	0	34,963	137,209		$137,209			137,209
	Revision #1		516					516					
	Total Revised Fund 37	**128,259**	**44,429**	**0**	**0**	**0**	**34,963**	**137,725**	**0**	**137,725**	**0**	**0**	**137,725**
38	TRAFFIC SAFETY FUND	61,701	23,492	0	0	0	28,000	57,193		$57,193			57,193
	Revision #1		3,192					3,192					
	Total Revised Fund 38	**61,701**	**26,684**	**0**	**0**	**0**	**28,000**	**60,385**	**0**	**60,385**	**0**	**0**	**60,385**
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	1,702,595	125,500	4,493,253	(4,367,753)	28,439	262,383	251,166	$11,217		251,166	11,217
	Revision #1		(11,291)			0		(11,291)					
	Revision #2				(11,500)	11,500		11,500					
	Total Revised Fund 42	**2,955,980**	**1,691,304**	**125,500**	**4,481,753**	**(4,356,253)**	**28,439**	**262,592**	**251,166**	**11,426**		**251,166**	**11,426**
44	TRANSPORTATION FUND	0	3,445,674	1,189,228	164,091	1,025,137	4,436,058	34,753	0	$34,753	0	0	34,753
	Revision #1		15,314			0		15,314					
	Revision #2			(11,500)		(11,500)		(11,500)					
	Revision #3					0	(240,192)	240,192					
	Total Revised Fund 44	**0**	**3,460,988**	**1,177,728**	**164,091**	**1,013,637**	**4,195,866**	**278,759**	**0**	**278,759**	**0**	**0**	**278,759**
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		$0			0
49	1986 GROSS RECEIPTS TAX	5,982,352	1,777,528	0	6,530,419	(6,530,419)	656,438	573,023	269,454	$303,569	0	269,454	303,569
	Revision #1		(25,685)					(25,685)					
	Revision #2				(645,083)	645,083		645,083					
	Revision #3					0	55,655	(55,655)					
	Total Revised Fund 49	**5,982,352**	**1,751,843**	**0**	**5,885,336**	**(5,885,336)**	**712,093**	**1,136,766**	**269,454**	**867,312**	**0**	**269,454**	**867,312**
50	PROPERTY ACQUISITION	85,010	0	0	0	0	0	85,010		$85,010			85,010
	Total Revised Fund 50	**85,010**	**0**	**0**	**0**	**0**	**0**	**85,010**	**0**	**85,010**	**0**	**0**	**85,010**
53	GENERAL OBLIGATION	920,267	1,049,731	0	0	0	1,102,746	867,252	551,373	$315,879	0	551,373	315,879
	Revision #1		116					116					
	Total Revised Fund 53	**920,267**	**1,049,847**	**0**	**0**	**0**	**1,102,746**	**867,368**	**551,373**	**315,995**	**0**	**551,373**	**315,995**
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
	Revision #1		(1,313)					(1,313)					
	Revision #2			(645,083)		(645,083)		(645,083)					
	Revision #3					0	(8)	8					
	Total Revised Fund 54	**21,967**	**0**	**2,866,371**	**0**	**2,866,371**	**2,866,371**	**21,967**	**0**	**21,967**	**0**	**0**	**21,967**
56	99 GRT FLOOD CONTROL BOND PROJ	1,615,590	232	7,673,556	0	7,673,556	7,741,191	1,548,187		$1,548,187			1,548,187
	Revision #1		30,749					30,749					
	Total Revised Fund 56	**1,615,590**	**30,981**	**7,673,556**	**0**	**7,673,556**	**7,741,191**	**1,578,936**	**0**	**1,578,936**	**0**	**0**	**1,578,936**
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
	Revision #1		3,265					3,265					
	Total Revised Fund 59	**188,175**	**7,250**	**2,668,143**	**0**	**2,668,143**	**2,671,643**	**191,925**	**0**	**191,925**	**0**	**0**	**191,925**
61	MUNICIPAL INFRASTRUCTURE .0625%	578,486	420,944	0	605,484	(605,484)	7,110	386,836	12,073	$374,763	0	12,073	374,763
	Revision #1		1,955					1,955					
	Total Revised Fund 61	**578,486**	**422,899**	**0**	**605,484**	**(605,484)**	**7,110**	**388,791**	**12,073**	**376,718**	**0**	**12,073**	**376,718**
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	1,687,825	0	3,630,952	(3,630,952)	28,439	604,673	549,566	$55,107		549,566	55,107
	Revision #1							0					
	Revision #2				(55,000)	55,000		55,000					
	Total Revised Fund 69	**2,576,239**	**1,687,825**	**0**	**3,575,952**	**(3,575,952)**	**28,439**	**659,673**	**549,566**	**110,107**	**0**	**549,566**	**110,107**
71	ALAMO SENIOR CENTER	3,643	800,253	616,160	4,758	611,402	1,386,235	29,063		$29,063			29,063
	Revision #1		108,944					108,944					
	Revision #3					0	87,913	(87,913)					
	Total Revised Fund 71	**3,643**	**909,197**	**616,160**	**4,758**	**611,402**	**1,474,148**	**50,094**	**0**	**50,094**	**0**	**0**	**50,094**
74	ALAMO SENIOR CENTER GIFT	100,294	53,866	0	0	0	91,986	62,174		$62,174			62,174
	Revision #1		4,293					4,293					
	Total Revised Fund 74	**100,294**	**58,159**	**0**	**0**	**0**	**91,986**	**66,467**	**0**	**66,467**	**0**	**0**	**66,467**
75	RETIRED & SENIOR VOL. PROGRAM	1,318	224,914	49,247	18,679	30,568	256,787	13		$13			13
	Total Revised Fund 75	**1,318**	**224,914**	**49,247**	**18,679**	**30,568**	**256,787**	**13**	**0**	**13**	**0**	**0**	**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
	Revision #1		(330,671)					(330,671)					
	Revision #3					0	(1,936,500)	1,936,500					
	Total Revised Fund 81	**12,182,162**	**21,619,727**	**3,440,578**	**1,956,797**	**1,483,781**	**32,731,529**	**2,554,141**	**946,315**	**1,607,826**		**946,315**	**1,607,826**
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
	Revision #1		4,021					4,021					
	Total Revised Fund 82	**1,233,115**	**19,609**	**1,938,428**	**0**	**1,938,428**	**1,938,430**	**1,252,722**	**0**	**1,252,722**	**0**	**0**	**1,252,722**
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
	Revision #1		5,980					5,980					
	Revision #3					0	2,611	(2,611)					
	Total Revised Fund 86	**551,921**	**2,101,092**	**0**	**149,050**	**(149,050)**	**2,142,672**	**361,291**	**177,481**	**183,810**	**0**	**177,481**	**183,810**
88	BONITO CAMPGROUND	379,306	964	0	0	0	0	380,270		$380,270			380,270
	Revision #1		5,048					5,048					
	Total Revised Fund 88	**379,306**	**6,012**	**0**	**0**	**0**	**0**	**385,318**	**0**	**385,318**	**0**	**0**	**385,318**
89	ESGRT .0625%	2,107,239	434,856	0	1,715,000	(1,715,000)	314,495	512,600		$512,600	0		512,600
	Revision #1		7,865					7,865					
	Total Revised Fund 89	**2,107,239**	**442,721**	**0**	**1,715,000**	**(1,715,000)**	**314,495**	**520,465**	**0**	**520,465**	**0**	**0**	**520,465**
90	GOLF COURSE	17,313	1,423,400	389,844	100,832	289,012	1,729,511	214		$214		0	214
	Revision #1		117,100					117,100					
	Revision #3					0	116,864	(116,864)					
	Total Revised Fund 90	**17,313**	**1,540,500**	**389,844**	**100,832**	**289,012**	**1,846,375**	**450**	**0**	**450**	**0**	**0**	**450**
91	AIRPORT	90,218	656,230	91,081	47,951	43,130	780,128	9,450	0	$9,450		0	9,450
	Revision #1		104,585			0		104,585					
	Revision #2			100,000		100,000		100,000					
	Revision #3					0	90,023	(90,023)					
	Total Revised Fund 91	**90,218**	**760,815**	**191,081**	**47,951**	**143,130**	**870,151**	**124,012**	0	**124,012**		**0**	**124,012**
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
	Revision #1		991,807					991,807					
	Revision #3					0	(46,298)	46,298					
	Total Revised Fund 94	**4,449,239**	**2,032,816**	**0**	**2,018**	**(2,018)**	**3,378,788**	**3,101,249**	**0**	**3,101,249**	**0**	**0**	**3,101,249**
96	SELF-INSURED FUND	487,880	64,805	0	29,000	(29,000)	45,000	478,685		$478,685			478,685
	Revision #1		1,634					1,634					
	Revision #3					0	15,000	(15,000)					
	Total Revised Fund 96	**487,880**	**66,439**	**0**	**29,000**	**(29,000)**	**60,000**	**465,319**	**0**	**465,319**	**0**	**0**	**465,319**
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	1,067,737	0	0	0	4,824,289	2,485,772		$2,485,772			2,485,772
	Revision #1		14,316			0		14,316					
	Revision #4					0	225,000	(225,000)					
	Total Revised Fund 105	**6,242,324**	**1,082,053**	**0**	**0**	**0**	**5,049,289**	**2,275,088**	**0**	**2,275,088**	**0**	**0**	**2,275,088**
107	SELF INSURED/LIABILITY	952,159	7,194	330,000	448,484	(118,484)	330,000	510,869		$510,869			510,869
	Revision #1		4,500					4,500					
	Total Revised Fund 107	**952,159**	**11,694**	**330,000**	**448,484**	**(118,484)**	**330,000**	**515,369**	**0**	**515,369**	**0**	**0**	**515,369**
109	2004 GRT CAPITAL OUTLAY	12,608,230	3,469,012	0	3,375,975	(3,375,975)	10,519,257	2,182,010	533,340	$1,648,670	0	533,340	1,648,670
	Revision #1		60,438					60,438					
	Revision #3					0	(531,305)	531,305					
	Total Revised Fund 109	**12,608,230**	**3,529,450**	**0**	**3,375,975**	**(3,375,975)**	**9,987,952**	**2,773,753**	**533,340**	**2,240,413**	**0**	**533,340**	**2,240,413**
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
	Revision #1		378					378					
	Total Revised Fund 114	**136,623**	**2,095**	**0**	**0**	**0**	**32,360**	**106,358**	**0**	**106,358**	**0**	**0**	**106,358**
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	1,920,137	295,970		$295,970			295,970
	Revision #1		(11,598)					(11,598)					
	Total Revised Fund 119	**1,731,793**	**24,232**	**448,484**	**0**	**448,484**	**1,920,137**	**284,372**	**0**	**284,372**	**0**	**0**	**284,372**
121	2015 GO BONDS-FUN CENTER	86,050	22,519	0	0	0	0	108,569		$108,569			108,569
	Revision #1		(21,078)					(21,078)					
	Total Revised Fund 121	**86,050**	**1,441**	**0**	**0**	**0**	**0**	**87,491**	**0**	**87,491**	**0**	**0**	**87,491**
122	2015 GO BONDS-STREETS	194,386	20,816	0	0	0	27,788	187,414		$187,414			187,414
	Revision #1		(17,813)					(17,813)					
	Total Revised Fund 122	**194,386**	**3,003**	**0**	**0**	**0**	**27,788**	**169,601**	**0**	**169,601**	**0**	**0**	**169,601**

901	HOUSING LOW RENT OPERATING	948,223	875,994	0	217	(217)	1,047,675	776,325	83,879	$692,446	0	83,879	692,446
	Revision #1		3,306					3,306					
	Revision #3					0	(40,385)	40,385					
	Total Revised Fund 901	**948,223**	**879,300**	**0**	**217**	**(217)**	**1,007,290**	**820,016**	**83,879**	**736,137**	**0**	**83,879**	**736,137**
903	HOUSING HOMEOWNERSHIP OPER	761,606	1,705	0	0	0	28,236	735,075		$735,075			735,075
	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**	**67,455,504**	**30,924,461**	**30,924,461**	**0**	**109,303,284**	**31,224,471**	**6,383,382**	**24,841,089**	**0**	**6,383,382**	**24,841,089**

Resolution # 2019-19 May 14 2019

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
	REVISION #1					
	Revision is to reproject fund revenues based on current year and historical data					
Recurring	**11**	**GENERAL FUND**				
		Revenues				
		011-0000-311.10-10	GROSS RECEIPTS .5%	3,321,552	**(3,000)**	3,318,552
		011-0000-312.11-02	BUSINESS REGISTRATION	61,083	**(2,583)**	58,500
		011-0000-312.11-16	MISC LICENSE FEES	2,000	**3,000**	5,000
		011-0000-312.11-37	FRANCHISE FEES-TRUE VALUE	6,311	**(6,311)**	-
		011-0000-314.13-21	ADOPTION FEES-ANIMAL SHEL	55,000	**5,000**	60,000
		011-0000-314.13-50	RELEASE OF LIEN	0	**1,500**	1,500
		011-0000-314.13-57	A.P.S. REIMBURSEMENT	117,481	**40,681**	158,162
		011-0000-314.13-94	VENDING POOL	0	**15**	15
		011-0000-315.14-14	RESTITUTIONS	0	**58**	58
		011-0000-315.14-18	COURT ADMINISTRATION FEE	0	**32,015**	32,015
		011-0000-316.15-05	SALE OF SCRAP	0	**5,764**	5,764
		011-0000-316.15-06	LAND SALES	0	**1,875**	1,875
		011-0000-316.15-08	ABATEMENT RECOVERIES	5,000	**393,000**	398,000
		011-0000-316.15-13	INTEREST	0	**800**	800
		011-0000-316.15-15	CITY MISC REIMB/CLAIMS	0	**3,700**	3,700
		011-0000-318.17-01	INVESTMENT INCOME	74,951	**9,743**	84,694
				3,643,378	485,257	4,128,635
		Planning & Zoning - Revenues				
		011-3705-312.11-05	BLOCKING PERMITS	100	**500**	600
		011-3705-312.11-10	UTILITY PERMIT FEE	5,000	**1,000**	6,000
		011-3705-312.11-20	FEMA DETERMINATION FEE	5,000	**1,000**	6,000
		011-3705-312.11-53	BACKFLOW ADMIN CHARGE	90	**810**	900
				10,190	3,310	13,500
		Animal Control - Revenues				
		011-3804-314.13-36	DONATIONS	0	**3,200**	3,200
				-	3,200	3,200
		Police Department - Revenues				
		011-4104-316.15-05	SALE OF SCRAP	0	**2,396**	2,396
		011-4104-316.15-81	EQUIPMENT/SERVICES	200	**545**	745
				200	2,941	3,141
		Fire Department - Revenues				
		011-4204-312.11-55	BURN PERMITS	0	**100**	100
				-	100	100
Recurring	**12**	**INTERNAL SERVICES**				
		Facility Maintenance - Revenues				
		012-3303-314.13-40	RENTAL FEES	9,441	**10,815**	20,256
		012-3303-316.15-05	SALE OF SCRAP	0	**3,076**	3,076
		012-3303-316.15-81	EQUIPMENT/SERVICES	0	**12,120**	12,120
				9,441	26,011	35,452
		Fleet Maintenance - Revenues				
		012-3503-316.15-05	SALE OF SCRAP	0	**139**	139
				-	139	139
Recurring	**15**	**CORRECTIONS**				
		Revenues				
		015-0000-312.11-22	LIQUOR LICENSE REGIST.	5,550	**(2,550)**	3,000
		015-0000-315.14-04	CORRECTION FEES	76,277	**9,723**	86,000
				81,827	7,173	89,000
Recurring	**16**	**LODGER'S TAX - PROMOTIONS**				
		Revenues				
		016-0000-318.17-01	INVESTMENT INCOME	1,127	**1,127**	2,254
				1,127	1,127	2,254
Recurring	**19**	**COURT AUTOMATION FUND**				
		Revenues				
		019-0000-318.17-01	INVESTMENT INCOME	94	**(28)**	66
				94	(28)	66
Recurring	**20**	**LODGER'S TAX - CITY SHARE**				
		Revenues				
		020-0000-311.10-20	LODGERS TAX	362,379	**9,151**	371,530
		020-0000-314.13-09	FACILITY RENTAL	22,600	**3,400**	26,000
		020-0000-316.15-15	CITY MISC REIMB/CLAIMS	0	**87**	87
		020-0000-316.15-28	SPECIAL EVENTS	11,600	**400**	12,000
		020-0000-318.17-01	INVESTMENT INCOME	2,057	**(227)**	1,830
				398,636	12,811	411,447

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
Recurring	**21**	**D.A.R.E DONATIONS**				
		Revenues				
		021-0000-318.17-01	INVESTMENT INCOME	119	**105**	224
				119	105	224
Recurring	**27**	**MUNICIPAL COURT OPERATIONS**				
		Revenues				
		027-2801-315.14-06	BENCH WARRANT FEES	10,000	**2,000**	12,000
				10,000	2,000	12,000
Recurring	**28**	**POLICE CONTINGENCY**				
		Revenues				
		028-0000-316.15-05	SALE OF SCRAP	0	**2,844**	2,844
		028-0000-318.17-01	INVESTMENT INCOME	357	**357**	714
				357	3,201	3,558
Recurring	**31**	**CEMETERY - PERPETUAL CARE**				
		Revenues				
		031-0000-318.17-01	INVESTMENT INCOME	10,330	**3,513**	13,843
				10,330	3,513	13,843
Recurring	**32**	**COMMUNITY SERVICES**				
		Revenues				
		032-0000-316.15-15	CITY MISC REIMB/CLAIMS	0	**225**	225
				-	225	225
		Leisure Services - Revenues				
		032-6106-314.13-04	ADULT PROGRAM FEES	12,000	**(10,000)**	2,000
		032-6106-314.13-05	YOUTH PROGRAM FEES	162,000	**(26,000)**	136,000
		032-6106-314.13-10	SWIMMING POOL RECEIPTS	41,000	**(26,000)**	15,000
		032-6106-314.13-11	RECREATIONAL FEES	700	**(695)**	5
		032-6106-314.13-15	CONCESSIONS	4,800	**200**	5,000
		032-6106-314.13-18	REC. MEMBERSHIPS/PUNCHES	4,500	**7,500**	12,000
		032-6106-314.13-22	POOL MEMBERSHIPS/PUNCHES	9,000	**12,000**	21,000
		032-6106-314.13-36	DONATIONS	318	**(300)**	18
		032-6106-314.13-40	RENTAL FEES	27,000	**8,000**	35,000
		032-6106-316.15-05	SALE OF SCRAP	0	**56**	56
				261,318	(35,239)	226,079
		Parks - Revenues				
		032-6206-316.15-05	SALE OF SCRAP	0	**1,275**	1,275
		032-6206-317.16-59	OTHER GRANTS	5,000	**(5,000)**	-
				5,000	(3,725)	1,275
		Zoo - Revenues				
		032-6306-316.15-05	SALE OF SCRAP	0	**544**	544
				-	544	544
		Library - Revenues				
		032-7101-316.15-05	SALE OF SCRAP	0	**280**	280
		032-7101-316.15-15	CITY MISC REIMB/CLAIMS	0	**76**	76
		032-7101-317.16-01	STATE LIBRARY AID	6,000	**1,510**	7,510
				6,000	1,866	7,866
Recurring	**33**	**FIRE PROTECTION**				
		Revenues				
		033-0000-318.17-01	INVESTMENT INCOME	4,972	**(2,269)**	2,703
		033-0000-318.17-09	INTEREST INCOME - NMFA	0	**1,454**	1,454
				4,972	(815)	4,157
Recurring	**35**	**HIDTA GRANT FUND**				
		Revenues				
		035-0000-317.16-50	H.I.D.T.A FEDERAL GRANT	4,295	**(1,295)**	3,000
				4,295	(1,295)	3,000
Recurring	**36**	**LAW ENFORCEMENT PROTECTION**				
		Revenues				
		036-4604-317.16-90	DWI/TRAFFIC GRANT	50,698	**(4,280)**	46,418
				50,698	(4,280)	46,418
Recurring	**37**	**STATE HIGHWAY**				
		Revenues				
		037-0000-318.17-01	INVESTMENT INCOME	1,075	**516**	1,591
				1,075	516	1,591
Recurring	**38**	**TRAFFIC SAFETY**				
		Revenues				
		038-0000-315.14-11	TRAFFIC SAFETY FEES	23,000	**3,000**	26,000
		038-0000-318.17-01	INVESTMENT INCOME	492	**192**	684
				23,492	3,192	26,684
Recurring	**42**	**1984 GROSS RECEIPTS TAX**				
		Revenues				
		042-0000-318.17-01	INVESTMENT INCOME	41,819	**(11,291)**	30,528
				41,819	(11,291)	30,528

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
Recurring	**44**	**TRANSPORTATION FUND**				
		Revenues				
		044-0000-316.15-05	SALE OF SCRAP	0	**15,424**	15,424
		044-0000-318.17-01	INVESTMENT INCOME	110	**(110)**	-
				110	15,314	15,424
Recurring	**49**	**1986 GROSS RECEIPTS TAX**				
		Revenues				
		049-0000-318.17-01	INVESTMENT INCOME	116,752	**(25,685)**	91,067
				116,752	(25,685)	91,067
Recurring	**53**	**GENERAL OBLIGATION**				
		Revenues				
		053-0000-318.17-01	INVESTMENT INCOME	1,205	**108**	1,313
		053-0000-318.17-09	INTEREST INCOME - NMFA	0	**8**	8
				1,205	116	1,321
Recurring	**54**	**REVERSE OSMOSIS**				
		Revenues				
		054-0000-317.16-63	NMFA GRANT	277	**(277)**	-
		054-0000-318.17-01	INVESTMENT INCOME	204	**(204)**	-
		054-0000-319.15-45	LOAN PROCEEDS	832	**(832)**	-
				1,313	(1,313)	-
Recurring	**56**	**FLOOD CONTROL**				
		Revenues				
		056-0000-318.17-01	INVESTMENT INCOME	232	**1,749**	1,981
		056-0000-318.17-09	INTEREST INCOME - NMFA	0	**29,000**	29,000
				232	30,749	30,981
Recurring	**59**	**REVENUE BOND P&I**				
		Revenues				
		059-0000-318.17-01	INVESTMENT INCOME	3,985	**(3,835)**	150
		059-0000-318.17-09	INTEREST INCOME - NMFA	0	**7,100**	7,100
				3,985	3,265	7,250
Recurring	**61**	**MUNICIPAL INFRASTRUCTURE .0625%**				
		Revenues				
		061-0000-318.17-01	INVESTMENT INCOME	5,750	**1,955**	7,705
				5,750	1,955	7,705
Recurring	**71**	**SENIOR CENTER**				
		Revenues				
		071-0000-314.13-02	PRINTING & COPYING	500	**(200)**	300
		071-0000-314.13-04	ADULT PROGRAM FEES	6,000	**(6,000)**	-
		071-0000-314.13-13	"SENTINEL" ADVERTISING	1,500	**(300)**	1,200
		071-0000-314.13-25	DONATIONS - MEALS	72,000	**(3,900)**	68,100
		071-0000-314.13-38	PROGRAM INCOME(GIFT SHOP)	9,500	**(2,500)**	7,000
		071-0000-314.13-52	DONATIONS-SERVICES	11,000	**(2,500)**	8,500
		071-0000-316.15-55	UNITED WAY	18,176	**(6,500)**	11,676
		071-0000-317.16-34	CASH IN LIEU/NSIP	32,465	**32,480**	64,945
				151,141	10,580	161,721
		Congrerate - Revenues				
		071-8023-317.16-30	SWNMAAA, FEDERAL (SA1)	49,885	**51,486**	101,371
				49,885	51,486	101,371
		Home Delivered Meals - Revenues				
		071-8024-317.16-30	SWNMAAA, FEDERAL (SA1)	15,929	**13,999**	29,928
				15,929	13,999	29,928
		Transportatiion - Revenues				
		071-8025-317.16-30	SWNMAAA, FEDERAL (SA1)	27,376	**20,101**	47,477
				27,376	20,101	47,477
		Homemaker - Revenues				
		071-8026-317.16-32	HB2/ALL STATE OTHER	12,578	**(12,578)**	-
				12,578	(12,578)	-
		Physical Fitness - Revenues				
		071-8030-317.16-32	HB2/ALL OTHER STATE (SA1)	34,744	**12,578**	47,322
				34,744	12,578	47,322
		Federal Physical Fitness - Revenues				
		071-8031-317.16-30	SWNMAAA, FEDERAL (SA1)	25,556	**12,778**	38,334
				25,556	12,778	38,334
Recurring	**74**	**SENIOR CENTER GIFT FUND**				
		Revenues				
		074-0000-314.13-12	DONATIONS - RESTRICTED	37,461	**4,056**	41,517
		074-0000-318.17-01	INVESTMENT INCOME	1,078	**237**	1,315
				38,539	4,293	42,832

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
Recurring	**81**	**WATER/SEWER OPERATING**				
		Revenues				
		081-0000-314.13-39	WATER BASE RATES	2,802,688	**1,675**	2,804,363
		081-0000-314.13-45	SEWER BASE RATES	2,106,580	**43,420**	2,150,000
		081-0000-314.13-50	RELEASE OF LIEN	1,000	**1,600**	2,600
		081-0000-314.13-59	WATER/SEWER CAP SURCHARGE	154,248	**252**	154,500
		081-0000-314.13-60	WATER SALES-CONSUMPTION	3,245,905	**(345,905)**	2,900,000
		081-0000-314.13-61	SEWER CHARGES-CONSUMPTION	1,212,405	**(12,405)**	1,200,000
		081-0000-314.13-62	CONNECTION CHARGES	18,763	**(4,463)**	14,300
		081-0000-314.13-63	WATER SALES TO CITY	19,138	**9,862**	29,000
		081-0000-314.13-65	APPLICATION FEES	59,248	**(6,548)**	52,700
		081-0000-314.13-66	SERVICE CHARGES	220,000	**(30,000)**	190,000
		081-0000-314.13-70	WATER SALE CITY-BASE RATE	40,550	**(1,050)**	39,500
		081-0000-314.13-71	SEPTAGE DISPOSAL FEES	448	**(448)**	-
		081-0000-314.13-73	RECLAIMED WATER	127,796	**(63,078)**	64,718
		081-0000-314.13-95	SERVICE CHARGES WITH TAX	136,774	**2,526**	139,300
		081-0000-316.15-05	SALE OF SCRAP	0	**132**	132
		081-0000-316.15-13	INTEREST	3,600	**1,900**	5,500
		081-0000-316.15-56	ADMINISTRATION FEES	6,000	**23,000**	29,000
		081-0000-316.15-81	EQUIPMENT/SERVICES	0	**388**	388
		081-0000-318.17-01	INVESTMENT INCOME	184,463	**22,135**	206,598
				10,339,606	(357,007)	9,982,599
		Procurement - Revenues				
		081-1602-316.15-05	SALE OF SCRAP	3,113	**13,387**	16,500
				3,113	13,387	16,500
		Wastewater Treatment - Revenues				
		081-5603-316.15-05	SALE OF SCRAP	0	**550**	550
				-	550	550
		Water Filter Plant - Revenues				
		081-5703-316.15-05	SALE OF SCRAP	0	**12,399**	12,399
				-	12,399	12,399
Recurring	**82**	**WATER/SEWER BOND**				
		Revenues				
		082-0000-318.17-01	INVESTMENT INCOME	15,588	**(14,963)**	625
		082-0000-318.17-09	INTEREST INCOME - NMFA	0	**18,984**	18,984
				15,588	4,021	19,609
Recurring	**86**	**SOLID WASTE COLLECTION**				
		Revenues				
		086-0000-314.13-69	NON-RESIDENTIAL CONV CTR	18,747	**2,253**	21,000
		086-0000-316.15-05	SALE OF SCRAP	1,000	**143**	1,143
		086-0000-318.17-01	INVESTMENT INCOME	2,987	**3,584**	6,571
				22,734	5,980	28,714
Recurring	**88**	**BONITO CAMPGROUND**				
		Revenues				
		088-0000-316.15-01	REFUNDS & COLLECTIONS	0	**494**	494
		088-0000-318.17-01	INVESTMENT INCOME	964	**4,554**	5,518
				964	5,048	6,012
Recurring	**89**	**ESGRT .0625%**				
		Revenues				
		089-0000-318.17-01	INVESTMENT INCOME	19,662	**7,865**	27,527
				19,662	7,865	27,527
Recurring	**90**	**GOLF COURSE**				
		Revenues				
		090-0000-314.13-58	SHED FEES	0	**2,100**	2,100
		090-0000-314.13-78	19TH. HOLE RENTAL & FEES	800,000	**120,000**	920,000
		090-0000-314.13-80	GREEN FEES	245,000	**2,000**	247,000
		090-0000-314.13-81	ANNUAL PASSES	145,000	**(5,000)**	140,000
		090-0000-314.13-82	DRIVING RANGE	46,000	**(2,000)**	44,000
				1,236,000	117,100	1,353,100
Recurring	**91**	**AIRPORT**				
		Revenues				
		091-0000-314.13-14	GASOLINE SALES	26,000	**4,018**	30,018
		091-0000-314.13-36	DONATIONS	4,730	**(2,767)**	1,963
		091-0000-314.13-79	LANDING FEES	1,500	**2,526**	4,026
		091-0000-314.13-87	CITY LEASE COMMITMENTS	65,883	**1,492**	67,375
		091-0000-316.15-01	REFUNDS & COLLECTIONS	0	**81**	81
		091-0000-317.16-13	STATE GRANT	35,909	**100,000**	135,909
		091-0000-318.17-01	INVESTMENT INCOME	765	**(765)**	-
				134,787	104,585	239,372
Recurring	**94**	**LANDFILL**				
		Revenues				
		094-0000-314.13-23	MEMBER DISPOSAL FEES	700,000	**300,000**	1,000,000
		094-0000-314.13-28	ASBESTOS DISPOSAL FEES	115,000	**685,000**	800,000
		094-0000-316.15-81	EQUIPMENT/SERVICES	0	**2,625**	2,625
		094-0000-316.15-99	SALES-EQUIPMENT/MATERIALS	3,000	**4,182**	7,182
				818,000	991,807	1,809,807

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
Recurring	**96**	**SELF-INSURED FUND**				
		Revenues				
		096-0000-318.17-01	INVESTMENT INCOME	4,805	**1,634**	6,439
				4,805	1,634	6,439
Recurring	**105**	**ECONOMIC DEVELOPMENT**				
		Revenues				
		105-0000-314.13-88	BUILDING RENTAL/ROYALTIES	0	**8,000**	8,000
		105-0000-316.15-15	CITY MISC REIMB/CLAIMS	0	**1,076**	1,076
		105-0000-318.17-01	INVESTMENT INCOME	87,349	**5,240**	92,589
				87,349	14,316	101,665
Recurring	**107**	**SELF-INSURED/LIABILITY**				
		Revenues				
		107-0000-318.17-01	INVESTMENT INCOME	7,194	**4,500**	11,694
				7,194	4,500	11,694
Recurring	**109**	**2004 GRT CAPITAL OUTLAY**				
		Revenues				
		109-0000-316.15-15	CITY MISC REIMB/CLAIMS	0	**14,725**	14,725
		109-0000-318.17-01	INVESTMENT INCOME	147,460	**45,713**	193,173
				147,460	60,438	207,898
Recurring	**114**	**SIDEWALK REVOLVING LOAN**				
		Revenues				
		114-0000-318.17-01	INVESTMENT INCOME	1,717	**378**	2,095
				1,717	378	2,095
Recurring	**119**	**2011 REVENUE BOND**				
		Revenues				
		119-0000-318.17-01	INVESTMENT INCOME	35,830	**(35,816)**	14
		119-0000-318.17-09	INTEREST INCOME - NMFA	0	**24,218**	24,218
				35,830	(11,598)	24,232
Recurring	**121**	**2015 GO BOND - FAMILY FUN CENTER**				
		Revenues				
		121-0000-318.17-01	INVESTMENT INCOME	22,519	**(21,078)**	1,441
				22,519	(21,078)	1,441
Recurring	**122**	**2015 GO BOND - STREETS**				
		Revenues				
		122-0000-318.17-01	INVESTMENT INCOME	20,816	**(17,813)**	3,003
				20,816	(17,813)	3,003
Recurring	**901**	**HOUSING AUTHORITY**				
		Revenues				
		901-0000-315.14-17	PENALTY COLLECTIONS	3,500	**3,000**	6,500
		901-0000-316.15-05	SALE OF SCRAP	0	**731**	731
		901-0000-316.15-15	CITY MISC REIMB/CLAIMS	2,625	**(425)**	2,200
				6,125	3,306	9,431
				17,973,732	1,578,013.50	19,551,746

REVISION #2

Revision is to adjust transfers between funds to reflect reprojections

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
Recurring	**11**	**GENERAL FUND**				
		Transfers In				
		011-0000-391.19-69	TRAN FR (69) '94 GRT	257,828	**(155,000)**	102,828
				257,828	(155,000)	102,828
Recurring	**42**	**1984 GROSS RECEIPTS TAX**				
		Transfers Out				
		042-0000-491-18-44	TRAN TO (44) TRANSPORT	1,028,620	**(11,500)**	1,017,120
				1,028,620	(11,500)	1,017,120
Recurring	**44**	**TRANSPORTATION**				
		Transfers In				
		044-0000-391.19-42	TRAN FR (42) '84 GRT	1,028,620	**(11,500)**	1,017,120
				1,028,620	(11,500)	1,017,120
Recurring	**49**	**1986 GROSS RECEIPTS TAX**				
		Transfers Out				
		049-0000-491.18-54	TRAN TO (54) RO/SNAKETANK	3,511,454	**(645,083)**	2,866,371
				3,511,454	(645,083)	2,866,371
Recurring	**54**	**REVERSE OSMOSIS**				
		Transfers In				
		054-0000-391.19-49	TRAN FR (49) '86 GRT	3,511,454	**(645,083)**	2,866,371
				3,511,454	(645,083)	2,866,371
Recurring	**91**	**AIRPORT**				
		Transfers In				
		091-0000-391.19-69	TRAN FR (69) '94 GRT	0	**100,000**	100,000
				-	100,000	100,000
Recurring	**69**	**1994 GROSS RECEIPTS TAX**				
		Transfers Out				
		069-0000-491.18-11	TRAN TO (11) GENERAL OP	257,828	**(155,000)**	102,828
		069-0000-491.18-91	TRAN TO (91) AIRPORT	0	**100,000**	100,000
				257,828	(55,000)	202,828

REVISION #3

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
		Revision is to reproject fund expenditures based on current year and historical data				
Recurring	**11**	**GENERAL FUND**				
		Legislative				
		011-1101-411.56-05	TRAINING, TRAVEL & CONFER	8,000	**(4,000)**	4,000
		011-1101-411.56-40	PRINTING	500	**(250)**	250
				8,500	(4,250)	4,250
		City Manager				
		011-1301-413.20-01	SUPERVISORY	230,520	**47,000**	277,520
		011-1301-413.20-04	OVERTIME	0	**2**	2
		011-1301-413.20-15	SOCIAL SECURITY	26,162	**3,100**	29,262
		011-1301-413.20-20	SICK LEAVE/PTO CONVERSION	2,900	**3,500**	6,400
		011-1301-413.20-27	VEHICLE ALLOWANCE	5,400	**(1,800)**	3,600
		011-1301-413.56-05	TRAINING, TRAVEL & CONFER	13,361	**(7,861)**	5,500
		011-1301-413.56-40	PRINTING	2,000	**(2,000)**	-
		011-1301-413.57-34	CONTRACT SERVICES	5,000	**(5,000)**	-
		011-1301-413.57-57	CONSULTANT FEES	10,000	**(10,000)**	-
				295,343	26,941	322,284
		City Clerk				
		011-2001-411.20-25	GROUP HEALTH INSURANCE	26,766	**(10,766)**	16,000
		011-2001-411.56-15	COPIER CHARGES	2,000	**(800)**	1,200
		011-2001-411.56-30	LEGAL FEES & SERVICES	500	**(400)**	100
		011-2001-411.56-35	ADVERTISING	4,000	**1,000**	5,000
				33,266	(10,966)	22,300
		Accounting				
		011-2102-415.20-02	OPERATIONAL	242,676	**(30)**	242,646
				242,676	(30)	242,646
		Accounts Receivable				
		011-2302-415.20-02	OPERATIONAL	71,387	**(3,387)**	68,000
		011-2302-415.20-10	RETIREMENT	10,101	**(501)**	9,600
		011-2302-415.20-12	RETIREE HEALTH CARE	1,428	**(28)**	1,400
		011-2302-415.20-15	SOCIAL SECURITY	4,895	**(195)**	4,700
		011-2302-415.20-25	GROUP HEALTH INSURANCE	18,372	**(1,372)**	17,000
		011-2302-415.20-30	WORKER'S COMP. INSURANCE	488	**(8)**	480
				106,671	(5,491)	101,180
		Non-Departmental				
		011-2400-419.30-81	COPIER SUPPLIES	500	**800**	1,300
		011-2400-419.50-50	EQUIPMENT	15,000	**(15,000)**	-
		011-2400-419.56-45	MEMBERSHIPS & DUES	45,200	**(1,228)**	43,972
		011-2400-419.57-34	CONTRACT SERVICES	475,500	**(500)**	475,000
		011-2400-419.57-59	BLDG/LAND-RENTAL/LEASE	65,373	**2,000**	67,373
		011-2400-419.57-72	CONTINGENCIES	808,511	**(470,494)**	338,017
		011-2400-419.58-01	GENERAL LIABILITY	65,025	**(8,207)**	56,818
		011-2400-419.58-03	ERRORS & OMISSIONS	149,500	**(10,847)**	138,653
		011-2400-419.58-10	HONESTY BLANKET BOND	2,200	**(63)**	2,137
		011-2400-419.59-03	EMERG MISC DISAST RLF	100,000	**(100,000)**	-
		011-2400-419.61-60	CAPITAL EQUIPMENT	345,441	**(2,142)**	343,299
		011-2400-419.65-70	FACILITY IMPROVEMENTS	64,081	**(29)**	64,052
				2,136,331	(605,710)	1,530,621
		Code Enforcement				
		011-3104-429.31-05	UNIFORMS	5,609	**(609)**	5,000
		011-3104-429.31-31	EQUIPMENT	5,168	**(1,368)**	3,800
		011-3104-429.31-50	SAFETY SUPPLIES	3,262	**(2,207)**	1,055
		011-3104-429.50-22	COMPUTER HARDWARE	150	**(150)**	-
		011-3104-429.50-50	EQUIPMENT	6,000	**(6,000)**	-
				20,189	(10,334)	9,855
		Planning & Zoning				
		011-3705-419.30-45	POSTAGE	400	**600**	1,000
				400	600	1,000
		Dispatch				
		011-4004-420.20-05	HOLIDAY OVERTIME	0	**2,250**	2,250
				-	2,250	2,250
		Police Department				
		011-4104-420.44-45	BUILDING & STRUCTURES	10,609	**(6,809)**	3,800
		011-4104-420.58-02	FLEET INSURANCE	26,545	**(972)**	25,573
				37,154	(7,781)	29,373
		Police Department - SWAT				
		011-4146-420.20-06	TRAINING OVERTIME	0	**34,000**	34,000
		011-4146-420.31-31	EQUIPMENT	0	**16,359**	16,359
		011-4146-420.31-40	AMMUNITION & GUN ACCESSOR	0	**1,917**	1,917
		011-4146-420.50-50	EQUIPMENT	0	**26,243**	26,243
		011-4146-420.56-05	TRAINING, TRAVEL & CONFER	0	**14,750**	14,750
				-	93,269	93,269

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
		Fire Department				
		011-4204-421.20-18	VOLUNTEER FIRE PAY	54,000	**(49,500)**	4,500
		011-4204-421.20-19	VOLUNTEER FIRE TRAINING	10,000	**(8,000)**	2,000
		011-4204-421.20-20	SICK LEAVE/PTO CONVERSION	7,300	**(4,800)**	2,500
		011-4204-421.31-31	EQUIPMENT	8,162	**(977)**	7,185
		011-4204-421.44-45	BUILDING & STRUCTURES	16,376	**(3,376)**	13,000
				95,838	(66,653)	29,185
		APS Resrouce Program				
		011-4704-429.20-02	OPERATIONAL	134,021	**31,729**	165,750
		011-4704-429.20-04	OVERTIME	16,400	**5,467**	21,867
		011-4704-429.20-12	RETIREE HEALTH CARE	3,350	**794**	4,144
		011-4704-429.20-15	SOCIAL SECURITY	2,089	**508**	2,597
		011-4704-429.20-20	SICK LEAVE/PTO CONVERSION	1,060	**69**	1,129
		011-4704-429.20-25	GROUP HEALTH INSURANCE	31,978	**1,863**	33,841
		011-4704-429.20-30	WORKER'S COMP. INSURANCE	10,377	**1,609**	11,986
		011-4704-429.20-31	WORKER'S COMP. ADMIN. FEE	28	**46**	74
				199,303	42,085	241,388
Recurring	**12**	**INTERNAL SERVICES**				
		Procurement				
		012-1602-415.44-30	PEST CONTROL	0	**325**	325
				-	325	325
		Facility Maintenance				
		012-3303-419.44-52	COMMUNICATION MAINT.	43,239	**23,066**	66,305
		012-3303-419.47-01	ELECTRICITY	5,757	**1,243**	7,000
		012-3303-419.50-50	EQUIPMENT	11,500	**12,120**	23,620
		012-3303-419.58-02	FLEET INSURANCE	4,209	**(324)**	3,885
		012-3303-419.60-88	IMPROVEMENTS	6,000	**3,288**	9,288
		012-3303-419.61-60	CAPITAL EQUIPMENT	212	**(212)**	-
				70,917	39,181	110,098
		Fleet Maintenance				
		012-3503-419.20-33	TOOL ALLOWANCE	4,200	**(600)**	3,600
				4,200	(600)	3,600
Recurring	**16**	**LODGER'S TAX - PROMOTIONS**				
		Expenditures				
		016-0001-419.47-41	CELLULAR PHONE SERVICE	1,250	**(300)**	950
		016-0001-419.56-05	TRAINING, TRAVEL & CONFER	4,000	**(1,500)**	2,500
		016-0001-419.57-93	MISCELLANEOUS EVENTS	20,000	**(5,000)**	15,000
				25,250	(6,800)	18,450
Recurring	**20**	**LODGER'S TAX - CITY SHARE**				
		Expenditures				
		020-0006-454.20-01	SUPERVISORY	24,000	**(3,500)**	20,500
		020-0006-454.20-20	SICK LEAVE/PTO CONVERSION	620	**(620)**	-
		020-0006-454.20-25	GROUP HEALTH INSURANCE	6,394	**(1,300)**	5,094
		020-0006-454.56-35	ADVERTISING	9,516	**(2,000)**	7,516
		020-0006-454.56-40	PRINTING	696	**(600)**	96
		020-0006-454.57-93	SPECIAL EVENTS	104,174	**(13,000)**	91,174
				145,400	(21,020)	124,380
Recurring	**28**	**POLICE CONTINGENCY**				
		Expenditures				
		028-0004-420.57-64	SERVICES-NARCOTICS	0	**2,500**	2,500
				-	2,500	2,500
Recurring	**32**	**COMMUNITY SERVICES**				
		Cemetary				
		032-0006-419.20-02	OPERATIONAL	44,797	**(90)**	44,707
		032-0006-419.20-10	RETIREMENT	6,339	**(13)**	6,326
		032-0006-419.20-15	SOCIAL SECURITY	3,604	**(71)**	3,533
		032-0006-419.20-30	WORKER'S COMP. INSURANCE	5,278	**10**	5,288
				60,018	(164)	59,854
		Leisure Services				
		032-6106-450.20-01	SUPERVISORY	73,794	**(13,794)**	60,000
		032-6106-450.20-03	TEMP/PART-TIME	146,417	**(30,417)**	116,000
		032-6106-450.20-04	OVERTIME	8,020	**(2,020)**	6,000
		032-6106-450.20-10	RETIREMENT	39,013	**(3,813)**	35,200
		032-6106-450.20-12	RETIREE HEALTH CARE	5,514	**(539)**	4,975
		032-6106-450.20-15	SOCIAL SECURITY	31,611	**(3,211)**	28,400
		032-6106-450.20-25	GROUP HEALTH INSURANCE	36,460	**(3,260)**	33,200
		032-6106-450.20-30	WORKER'S COMP. INSURANCE	16,479	**(1,629)**	14,850
		032-6106-450.30-55	FUELS	4,650	**(1,525)**	3,125
		032-6106-450.33-40	PERMITS AND LICENSES	890	**10**	900
		032-6106-450.44-14	COPIER MAINTENANCE	2,600	**200**	2,800
		032-6106-450.56-15	COPIER CHARGES	40	**(40)**	-
		032-6106-450.56-49	TRANSACTION FEES	6,000	**(1,000)**	5,000
		032-6106-450.57-45	SPONSORSHIP APPROPRIATION	12,985	**(2,075)**	10,910
				384,473	(63,113)	321,360
		Parks				
		032-6206-410.20-01	SUPERVISORY	54,067	**(20)**	54,047
		032-6206-410.20-03	TEMP/PART-TIME	678	**(678)**	-
		032-6206-410.20-12	RETIREE HEALTH CARE	10,521	**(5,883)**	4,638
		032-6206-410.20-31	WORKER'S COMP. ADMIN. FEE	221	**(50)**	171
		032-6206-410.60-01	CAPITAL OUTLAY	146,097	**(21,137)**	124,960
				211,584	(27,768)	183,816

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
		Zoo				
		032-6306-452.20-01	SUPERVISORY	52,000	**9,345**	61,345
		032-6306-452.20-02	OPERATIONAL	198,527	**55**	198,582
		032-6306-452.20-04	OVERTIME	9,000	**2,000**	11,000
		032-6306-452.20-20	SICK LEAVE/PTO CONVERSION	13,200	**(9,345)**	3,855
		032-6306-452.30-45	POSTAGE	40	**(20)**	20
		032-6306-452.33-40	PERMITS AND LICENSES	2,750	**(2,250)**	500
				275,517	(215)	275,302
		Library - Revenues				
		032-7101-455.20-02	OPERATIONAL	296,941	**400**	297,341
		032-7101-455.20-10	RETIREMENT	56,998	**273**	57,271
		032-7101-455.20-12	RETIREE HEALTH CARE	8,057	**2**	8,059
		032-7101-455.20-25	GROUP HEALTH INSURANCE	51,015	**(460)**	50,555
		032-7101-455.32-05	BOOKS,PERIODICALS,AUDIOS	179,292	**1,510**	180,802
		032-7101-455.56-35	ADVERTISING	500	**(209)**	291
				592,803	1,516	594,319
Recurring	**33**	**FIRE PROTECTION**				
		Expenditures				
		033-0000-421.33-21	CLOTHING & BEDDING	25,414	**(414)**	25,000
		033-0000-421.33-43	CHEMICAL & MEDICAL	4,500	**(1,500)**	3,000
		033-0000-421.44-21	FLEET COMMERCIAL PARTS	69,903	**(4,903)**	65,000
		033-0000-421.47-60	WATER/SEWER/GARBAGE	12,666	**1,132**	13,798
		033-0000-421.50-22	COMPUTER HARDWARE	2,500	**2,500**	5,000
		033-0000-421.50-23	COMPUTER SOFTWARE	0	**5,000**	5,000
		033-0000-421.57-29	JANITORIAL SERVICES	2,000	**1,000**	3,000
		033-0000-421.57-34	CONTRACT SERVICES	33,450	**50**	33,500
		033-0000-421.58-02	FLEET INSURANCE	18,024	**4,119**	22,143
		033-0000-421.61-85	CER EQUIPMENT REPLACEMENT	11	**(11)**	-
				168,468	6,973	175,441
Recurring	**35**	**HIDTA GRANT FUND**				
		Expenditures				
		035-0004-429.20-04	OVERTIME	4000	**(1,000)**	3,000
		035-0004-429.20-04	SOCIAL SECURITY	55	**(55)**	-
		035-0004-429.20-30	WORKER'S COMP. INSURANCE	240	**(240)**	-
				4,295	(1,295)	3,000
Recurring	**36**	**LAW ENFORCEMENT PROTECTION**				
		Expenditures				
		036-4604-420.20-04	OVERTIME	43,319	**(2,669)**	40,650
		036-4604-420.32-75	PROGRAM SUPPLIES	3,750	**(1,450)**	2,300
				47,069	(4,119)	42,950
Recurring	**44**	**TRANSPORTATION FUND**				
		Streets Maintenance				
		044-5203-431.20-01	SUPERVISORY	71,978	**(42,978)**	29,000
		044-5203-431.20-02	OPERATIONAL	217,084	**(17,084)**	200,000
		044-5203-431.20-07	STANDBY COMPENSATION	500	**(500)**	-
		044-5203-431.20-33	TOOL ALOWANCE	240	**(240)**	-
		044-5203-431.31-55	PAVEMENT MARKINGS & SIGNS	200,000	**(160,000)**	40,000
		044-5203-431.31-75	CLEANING SUPPLIES	516	**200**	716
		044-5203-431.47-41	CELLULAR PHONE SERVICE	1,540	**(540)**	1,000
		044-5203-431.57-58	EQUIPMENT RENTAL/LEASE	500	**(160)**	340
				492,358	(221,302)	271,056
		Streets Maintenance- Capital				
		044-5299-990.61-85	CER EQUIPMENT REPLACEMENT	729	**(729)**	-
				729	(729)	-
		Weeds & Drainage				
		044-5303-431.20-02	OPERATIONAL	132,551	**100**	132,651
		044-5303-431.20-10	RETIREMENT	18,756	**100**	18,856
		044-5303-431.20-12	RETIREE HEALTH CARE	2,651	**100**	2,751
		044-5303-431.20-15	SOCIAL SECURITY	10,597	**100**	10,697
		044-5303-431.20-25	GROUP HEALTH INSURANCE	13,889	**100**	13,989
		044-5303-431.20-30	WORKER'S COMP. INSURANCE	19,361	**50**	19,411
		044-5303-431.30-55	FUELS	10,150	**4,850**	15,000
		044-5303-431.44-21	FLEET COMMERCIAL PARTS	41,511	**(16,511)**	25,000
		044-5303-431.44-68	DRAINAGE MAINTENANCE	58,000	**(550)**	57,450
		044-5303-431.61-85	CER EQUIPMENT REPLACEMENT	6,500	**(6,500)**	-
				313,966	(18,161)	295,805

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
Recurring	49	**1986 GROSS RECEIPTS TAX**				
		Expenditures				
		049-0000-461.57-34	CONTRACT SERVICES	0	**20,655**	20,655
				-	20,655	20,655
		Legal				
		049-1501-415.57-34	CONTRACT SERVICES	25,000	**35,000**	60,000
				25,000	35,000	60,000
Recurring	54	**REVERSE OSMOSIS**				
		Expenditures				
		054-0000-461.74-01	FEDERAL GRANT EXPENSES	1	**(1)**	-
		054-0000-461.74-02	LOAN EXPENSES	7	**(7)**	-
				8	(8)	-
Recurring	71	**SENIOR CENTER**				
		Congrerate - Revenues				
		071-8023-445.20-02	OPERATIONAL	91,002	**3,360**	94,362
		071-8023-445.20-03	TEMP/PART-TIME	16,098	**(10,257)**	5,841
		071-8023-445.20-10	RETIREMENT	23,071	**(7,257)**	15,814
		071-8023-445.20-12	RETIREE HEALTH CARE	3,287	**(715)**	2,572
		071-8023-445.20-15	SOCIAL SECURITY	12,382	**(1,708)**	10,674
		071-8023-445.20-25	GROUP HEALTH INSURANCE	33,380	**(15,151)**	18,229
		071-8023-445.20-30	WORKER'S COMP. INSURANCE	5,280	**(224)**	5,056
		071-8023-445.32-50	KITCHEN SUPPLIES	3,200	**10,000**	13,200
		071-8023-445.32-60	FOOD PURCHASES	79,968	**14,486**	94,454
		071-8023-445.31-01	JANITORIAL SUPPLIES	1,500	**5,000**	6,500
		071-8023-445.31-50	SAFETY SUPPLIES	300	**(210)**	90
		071-8023-445.32-65	COMMODITIES /NSIP	16,941	**16,240**	33,181
		071-8023-445.32-75	PROGRAM SUPPLIES	400	**12,000**	12,400
		071-8023-445.32-79	CONSUMABLE SUPPLIES	2,000	**10,000**	12,000
				288,809	35,564	324,373
		Home Delivered Meals - Revenues				
		071-8024-445.32-65	COMMODITIES /NSIP	15,524	**16,240**	31,764
		071-8024-445.32-60	FOOD PURCHASES	92,628	**13,999**	106,627
				108,152	30,239	138,391
		Transportatiion - Revenues				
		071-8025-445.32-75	PROGRAM SUPPLIES	19,570	**32,601**	52,171
		071-8025-445.50-22	COMPUTER HARDWARE	548	**110**	658
		071-8025-445.56-05	TRAINING, TRAVEL & CONFER	19,468	**(12,500)**	6,968
		071-8025-445.58-02	FLEET INSURANCE	2,316	**(323)**	1,993
				41,902	19,888	61,790
		Homemaker - Revenues				
		071-8026-445.20-01	SUPERVISORY	8,225	**(2,450)**	5,775
		071-8026-445.20-03	TEMP/PART-TIME	13,372	**(13,308)**	64
		071-8026-445.20-04	OVERTIME	20	**(20)**	-
		071-8026-445.20-10	RETIREMENT	3,503	**(3,168)**	335
		071-8026-445.20-12	RETIREE HEALTH CARE	495	**(447)**	48
		071-8026-445.20-15	SOCIAL SECURITY	1,978	**(1,785)**	193
		071-8026-445.20-20	SICK LEAVE/PTO CONVERSION	50	**(50)**	-
		071-8026-445.20-25	GROUP HEALTH INSURANCE	636	**(572)**	64
		071-8026-445.20-30	WORKER'S COMP. INSURANCE	1,346	**(1,324)**	22
		071-8026-445.20-31	WORKER'S COMP. ADMIN. FEE	11	**(10)**	1
				29,636	(23,134)	6,502
		Physical Fitness - Revenues				
		071-8030-445.32-75	PROGRAM SUPPLIES	20,639	**12,578**	33,217
				20,639	12,578	33,217
		Federal Physical Fitness - Revenues				
		071-8031-445.32-75	PROGRAM SUPPLIES	18,556	**12,778**	31,334
				18,556	12,778	31,334
Recurring	81	**WATER/SEWER OPERATING**				
		Bonito Lake				
		081-0008-461.57-43	PROFESSIONAL SERVICES	42,898	**(21,449)**	21,449
				42,898	(21,449)	21,449
		Procurement				
		081-1602-461.44-21	FLEET COMMERCIAL PARTS	2,313	**2,000**	4,313
		081-1602-461.56-74	DAMAGED/OBSOLETE INV	26,794	**(21,794)**	5,000
				29,107	(19,794)	9,313
		Administrative				
		081-1803-461.58-02	FLEET INSURANCE	324	**324**	648
				324	324	648
		Utility Billing				
		081-2202-461.20-02	OPERATIONAL	213,155	**(2,715)**	210,440
		081-2202-461.20-10	RETIREMENT	39,784	**(784)**	39,000
		081-2202-461.20-12	RETIREE HEALTH CARE	5,623	**(123)**	5,500
		081-2202-461.20-15	SOCIAL SECURITY	20,433	**(433)**	20,000
		081-2202-461.20-25	GROUP HEALTH INSURANCE	72,206	**(17,206)**	55,000
		081-2202-461.47-41	CELLULAR PHONE SERVICE	650	**(250)**	400
		081-2202-461.56-05	TRAINING, TRAVEL & CONFER	5,000	**(1,000)**	4,000
				356,851	(22,511)	334,340

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
		Utility Maintenance				
		081-5503-461.56-04	LINE LOCATES	19,276	**724**	20,000
		081-5503-461.56-73	INVENTORY-OVER/SHORT	103	**(103)**	-
		081-5503-461.58-02	FLEET INSURANCE	3,561	**1,739**	5,300
				22,940	2,360	25,300
		Wastewater Treatment				
		081-5603-432.30-55	FUELS	13,804	**6,196**	20,000
		081-5603-432.30-60	TOOLS	8,072	**728**	8,800
		081-5603-432.31-05	UNIFORMS	2,440	**560**	3,000
		081-5603-432.33-40	PERMITS AND LICENSES	8,000	**(7,500)**	500
				32,316	(16)	32,300
		Water Filter Plant				
		081-5703-461.61-85	CER EQUIPMENT REPLACEMENT	161,889	**12,399**	174,288
				161,889	12,399	174,288
		Construction				
		081-7803-464.30-40	OFFICE SUPPLIES	400	**(150)**	250
		081-7803-464.33-30	CONSTRUCTION SUPPLIES	312,865	**(19,850)**	293,015
		081-7803-464.58-02	FLEET INSURANCE	6,282	**(2,090)**	4,192
				319,547	(22,090)	297,457
		Capital Improvements				
		081-9399-990.68-99	ICIP	4,139,337	**(1,865,723)**	2,273,614
				4,139,337	(1,865,723)	2,273,614
Recurring	**86**	**SOLID WASTE COLLECTION**				
		Convenience Center				
		086-1003-434.30-55	FUELS	22,389	**2,611**	25,000
				22,389	2,611	25,000
Recurring	**90**	**GOLF COURSE**				
		Administration				
		090-0001-456.57-63	SERVICES-GOLF PRO	1,000,000	**120,678**	1,120,678
				1,000,000	120,678	1,120,678
		Maintenance				
		090-0101-456.20-02	OPERATIONAL	141,477	**(640)**	140,837
		090-0101-456.20-10	RETIREMENT	27,178	**(371)**	26,807
		090-0101-456.20-12	RETIREE HEALTH CARE	3,842	**(53)**	3,789
		090-0101-456.20-15	SOCIAL SECURITY	17,035	**(1,202)**	15,833
		090-0101-456.20-25	GROUP HEALTH INSURANCE	19,437	**(672)**	18,765
		090-0101-456.20-30	WORKER'S COMP. INSURANCE	9,597	**(773)**	8,824
		090-0101-456.20-31	WORKER'S COMP. ADMIN. FEE	90	**(14)**	76
		090-0101-456.44-06	SOFTWARE SUPPORT FEES	3,000	**(89)**	2,911
				221,656	(3,814)	217,842
Recurring	**91**	**AIRPORT**				
		Expenditures				
		091-0006-459.20-07	STANDBY COMPENSATION	0	**23**	23
		091-0006-459.33-05	AIRPORT MAINT SUPPLIES	33,500	**(10,000)**	23,500
		091-0006-459.57-93	SPECIAL EVENTS	17,500	**(10,000)**	7,500
		091-0006-459.61-60	CAPITAL EQUIPMENT	516,210	**110,000**	626,210
				567,210	90,023	657,233
Recurring	**94**	**LANDFILL**				
		Expenditures				
		094-0903-434.20-04	OVERTIME	14,000	**11,000**	25,000
		094-0903-434.56-90	POST CLOSURE RESERVE COST	35,054	**27,402**	62,456
		094-0903-434.60-01	CAPITAL OUTLAY	169,400	**(84,700)**	84,700
				218,454	(46,298)	172,156
Recurring	**96**	**SELF-INSURED FUND**				
		Expenditures				
		096-3503-419.58-14	SELF-PAID CLAIMS	30,000	**15,000**	45,000
				30,000	15,000	45,000
Recurring	**109**	**2004 GRT CAPITAL OUTLAY**				
		Expenditures				
		109-9003-430.57-35	IN-HOUSE ENG FEES	5,000	**(5,000)**	-
		109-9003-430.57-43	PROFESSIONAL SERVICES	55,529	**(41,029)**	14,500
		109-9003-430.62-35	CONTRACT ENGINEERING FEES	400,276	**(335,276)**	65,000
		109-9003-430.65-03	ST PROGRAM - PRESERVATION	400,000	**(150,000)**	250,000
				860,805	(531,305)	329,500

RECURRING/ NON-RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
Recurring	901	**HOUSING AUTHORITY**				
		Administration				
		901-0007-463.20-02	OPERATIONAL	135,522	**(8,046)**	127,476
		901-0007-463.20-10	RETIREMENT	26,909	**(4,155)**	22,754
		901-0007-463.20-12	RETIREE HEALTH CARE	3,803	**(423)**	3,380
		901-0007-463.20-15	SOCIAL SECURITY	14,446	**(1,960)**	12,486
		901-0007-463.20-25	GROUP HEALTH INSURANCE	26,510	**(13,472)**	13,038
		901-0007-463.20-30	WORKER'S COMP. INSURANCE	9,362	**(1,599)**	7,763
		901-0007-463.20-31	WORKER'S COMP. ADMIN. FEE	53	**(6)**	47
		901-0007-463.30-55	FUELS	450	**(150)**	300
		901-0007-463.47-61	WATER	6,000	**(1,750)**	4,250
		901-0007-463.47-62	SEWER	4,500	**(1,331)**	3,169
		901-0007-463.47-63	GARBAGE	50,250	**9,000**	59,250
				277,805	(23,892)	253,913
		Maintenance				
		901-0107-463.20-02	OPERATIONAL	133,814	**(3,624)**	130,190
		901-0107-463.20-10	RETIREMENT	20,686	**(1,729)**	18,957
		901-0107-463.20-12	RETIREE HEALTH CARE	2,924	**(331)**	2,593
		901-0107-463.20-15	SOCIAL SECURITY	11,733	**(1,237)**	10,496
		901-0107-463.20-30	WORKER'S COMP. INSURANCE	7,714	**(1,138)**	6,576
		901-0107-463.30-55	FUELS	8,000	**(1,000)**	7,000
		901-0107-463.57-34	CONTRACT SERVICES	19,434	**(9,434)**	10,000
		901-0107-463.57-57	CONSULTANT FEES	1,550	**2,000**	3,550
				205,855	(16,493)	189,362
				15,014,803	(3,047,291)	11,967,512

REVISION #4

Revision is to dedicate economic development fund balance to expense line for Moran & Wright Jewelry and Metal Care approved LEDA funds. Ordinance 1591 for $225,000

Recurring	105	**ECONOMIC DEVELOPMENT**				
		Expenditures				
		105-0407-450.57-28	INCENTIVES	3,480,337	**225,000**	3,705,337
				3,480,337	225,000	3,705,337

REVENUES ON RESOLUTION

REVENUES

ITEM #	AMOUNT	TYPE	
1	$ 1,578,014	Reprojection	
	$ 1,578,014	Total	$ 4,400,305

EXPENDITURES

ITEM #	AMOUNT	TYPE
3	$ (3,047,291)	Reprojection
4	$ 225,000	LEDA
	$ (2,822,291)	Total

TRANSFERS IN

ITEM#	AMOUNT	TYPE
2	$ (711,583)	
	$ (711,583)	Total

TRANSFERS OUT

2	$ (711,583)	
	$ (711,583)	Total

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/10/2019 **Report No:** 15.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon, Ordinance 1592 for first publication for a map amendment to the official zoning map of the City of Alamogordo to rezone the property located at 1900 S. US Hwy 54, Shawana Replat A, Case # Z-2019-0002(A) from C-3 Business District to M-2 Industrial District. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance 1592 for first publication.

Background: Ordinance 1592 is for a map amendment to the official zoning map of the City of Alamogordo to rezone the property located at 1900 S. US Hwy 54, Shawana Replat A, Case # Z-2019-0002(A) from C-3 Business District to M-2 Industrial District.

ORDINANCE No. 1592

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS 1900 S. US Hwy 54, SHAWANA REPLAT A, ALAMOGORDO, OTERO COUNTY, NEW MEXICO FROM THE PRESENT C-3 BUSINESS DISTRICT TO M-2 INDUSTRIAL DISTRICT DESIGNATION AND ZONING DISTRICT OF, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, MEDLIN 47 LLC/MEDLIN RAMPS (hereinafter referred to as "the Owner") is the owner of certain real property commonly known as 1900 S. US Hwy 54, SHAWANA REPLAT A, ALAMOGORDO, OTERO COUNTY, NEW MEXICO (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

WHEREAS, an application has been filed in the Owner's name under

Case No. **Z-2019-0002(A)** to change the zoning of the Property, and

WHEREAS, the Planning and Zoning Commission, after notice and hearing did recommend to the City Commission adoption of an ordinance amending the zoning map by removing the Property from the present designation and zoning district of C-3 Business District to M-2 Industrial District.

WHEREAS, the City Commission, after notice and hearing, finds and determines that the application for re-zoning of the Property is in the public interest and is consistent with proper development of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION, THAT the zoning of the Property, which is more fully described below:

1900 S. US Hwy 54, SHAWANA REPLAT A, ALAMOGORDO, OTERO COUNTY, NEW MEXICO

Is hereby changed from C-3 Business District to M-2 Industrial District; and the official zoning map and comprehensive plan of the City are hereby amended to reflect this change.

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

CITY OF ALAMOGORDO, NEW MEXICO a New Mexico municipal corporation

By: ___________________________________
Richard Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Schreiber, City Attorney

Record of Decision
City of Alamogordo
A New Mexico Municipal Corporation

Case#: **Z-2019-0002(A)**

For the Subject Property as follows:
Commonly Known As: **1900 S. US HWY 54**

Uniform Property Code & Parcel Code **01N-4-054-097-303-166, 01-11836**

Legal Description**: 1900 S. US Hwy 54, SHAWANA REPLAT A, ALAMOGORDO, OTERO COUNTY, NEW MEXICO**

The Alamogordo Planning & Zoning Commission considered this item on **May 9, 2019** and recommended the following action to the Alamogordo City Commission by a vote of _______

Approve the rezoning of the property detailed above for Case # **Z-2019-0002(A).**

The Alamogordo City Commission issued the following decision on **May 14, 2019**, by a vote of _________

Approve as recommended for first publication Ordinance # 1592

The Alamogordo City Commission issued the following decision on__________ , by a vote of _________

Approve as recommended for final publication Ordinance # 1592

Attest:

CITY OF ALAMOGORDO, New Mexico,
A New Mexico Municipal Corporation

____
Rachel Hughs, City Clerk

____
Richard Boss, Mayor

City of Alamogordo

City Commission

Z-2019-0002(A)

Stella Rael, City Planner
May 14, 2019

Zoning Request Case: Z-2019-0002(A)

Request:

The applicant is requesting a map amendment to the official zoning map of the City of Alamogordo to rezone the property located at 1900 S. US HWY 54 from C-3 Business District to M-2 Industrial District. The request is so that Medlin Ramps may bring in their steel manufacturing business to Alamogordo.

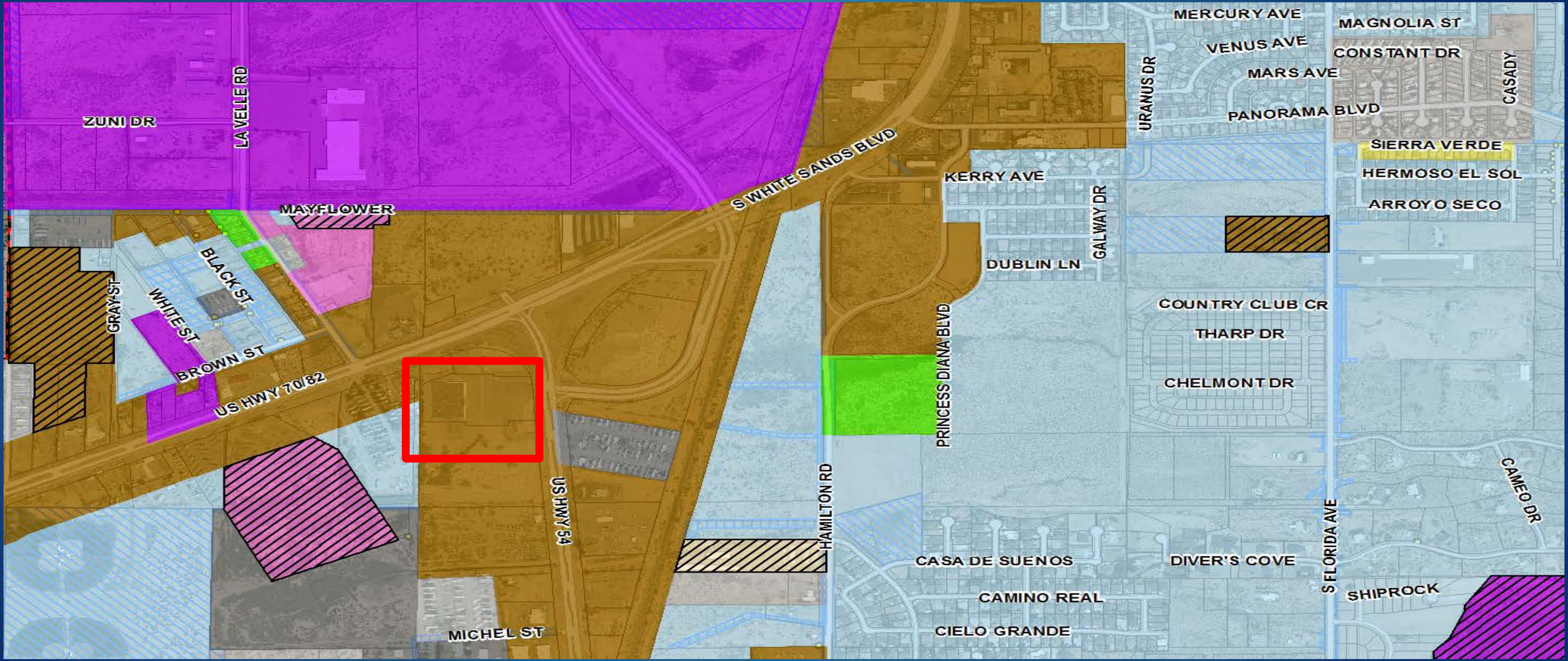
Applicant:

Medlin 47 LLC/Medlin Ramps

1900 S. US Hwy 54

Alamogordo, NM 88310

Z-2019-0002(A) SURROUNDING ZONING



Z-2019-0002(A)
AIRAL VIEW

Zoning Request Case: Z-2019-0002(A)

- 1. The property is located at 1900 S. US Hwy 54 within the C-3 Business District.
- 2. The request is for a map amendment to rezone the property from C-3 Business to M-2 Industrial District.
- 3. The application was filed on April 17, 2019
- 4. The legal notice was published on April 21, 2019
- 5. Four(4) letters were mailed by certified/return receipt mail to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property for which the rezoning is sought.
- 6. As of May 6, 2019 there have been no letters returned undeliverable.

Zoning Request Case: Z-2019-0002(A)

Staff Recommends:

To accept the finding of facts as presented and approve Zone Request Case: Z-2019-0002(A).

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/10/2019 **Report No:** 16.

Submitted By: Veronica Ortega

Subject: Consider, and act upon, Resolution No. 2019-23 amending the fees for services at the Desert Lakes Golf Course. *(Veronica Ortega, Community Services Director)* **(Roll Call Vote Required)**

Fiscal Impact: $38,645.06 (Additional Revenue)
Amount Budgeted: $245,000.00
Fund: 090-000-314-13-80

Additional Fiscal Impact: $13,839.07 - Golf Pro Share
$24,805.99 - City Share

Recommendation: Approve Resolution 2019-23

Background: Grant Dalpes, General Manager and President of G & L Golf, Inc. has submitted a proposal to increase certain fees tat the Desert Lakes Municipal Golf Course. Rates have not been increased since 2016. The reasons for rate increase are due to the new state minimum wage increasing in January 2020, and secondly, our rates are lower than other courses in the area. Please see attached documentation.

RESOLUTION 2019-23
REQUESTING INCREASE IN FEES AT THE DESERT LAKES MUNICIPAL GOLF COURSE

WHEREAS, the City of Alamogordo provides a wide range of activities through its Community Services Department Desert Lakes Municipal Golf Course Division, and;

WHEREAS, it is the City's goal to provide these services at a rate which will enable the city to provide the widest range of activities possible at the most reasonable cost possible; and

WHEREAS, the cost of operating the various activities has increased, as well as the State mandated minimum wage increase and;

WHEREAS, the City Commission desires to continue providing services at the current level.

BE IT THEREFORE RESOLVED by the City Commission of the City of Alamogordo, New Mexico that the fees charged by Community Services Department at the Desert Lakes Municipal Golf Course are adjusted to the rates shown on the attached chart as of July 1, 2019.

DONE this 14th day of May, 2019

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By: ________________________________
Richard Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

____
Petria Schreiber, City Attorney

2019 Annual Pass & Green fee increases as suggested by:

Grant Dalpes, PGA
General Manager
Desert Lakes Golf Course

<u>Overview</u>

The following suggested rate increases were developed from historical usage of Desert Lakes; survey's of golf courses in the area that are similar in philosophy and customer base to Desert Lakes; studies by the PGA of America on the current state of golf participation in the area as well as around the country; and common sense as to creating a rate increase that does not have an adverse effect on play and participation.

We last raised rates in 2016 with an 8% rate raise. This was the first rate raise in nearly five (5) years so the net effect was approximately 2% per year raise. Prior to 2016 all rates included tax and for the 2016 rate raise we ended this process and made all rates gross with tax being added. This makes the bookkeeping and budgeting much simpler because we no longer have to back out tax to get the actual figures needed when budgeting. There were very few negative comments from the public in 2016 and we did not see a drop off in play that year.

We believe it is time to raise rates again for two (2) reasons. First; the new state minimum wage increasing in January will have a significant impact on both the City of Alamogordo and G & L Golf, Inc. Without a rate raise there would be substantial drop in service and condition of the course. This dropin service and condition would more than likely also effect usage which would have further negative impact.

Second, when surveying other courses in the area, and more specifically, those who directly compete with us, we are currently below their rates and the suggested rate raise would bring us close to their rates but still give us a lower rate advantage.

We have suggested a larger percentage increase in the daily Green Fees than in the Annual Golf Pass fees because we feel the Green Fees have the most room to increase from a competitive market perspective. The Annual Golf Pass is at the higher end of our competition but with Desert Lakes being the only course in town we can justify this higher Annual Pass rate; we just have to make it palatable to the user, a small increase is understandable in this case.

G & L Golf has made these rate increase proposals for over twenty (20) years and we are very careful in doing so. We understand the need to raise rates but also understand the possible negative impact any rate raise can have; therefore, we always do a great deal of research and give significant thought to how a raise will impact the budget as well as the usage.

See Rate Raise attached:

Desert Lakes Golf Course

Proposed Rate

July 1, 2019

All rates are taxed at the point of sale.

Proposed Green Fee Increase

Description	2016-18 Rates	Proposed 2019	% Raised	Avg. Sold 2014-18	Sales @ 95%	Total Impact for both COA & G & L	COA Impact	G & L Impact
9 Hole Adult	$ 11.00	$ 12.00	-8%	5124	4868	$ 4,867.80	$ 3,894.24	$ 973.56
9 Hole Junior	$ 5.00	$ 5.00	0%	379	360	$ -	$ -	$ -
9 Hole Senior	$ 10.00	$ 11.00	-9%	3760	3572	$ 3,571.62	$ 2,857.30	$ 714.32
18 Hole Adult	$ 22.00	$ 24.00	-8%	3666	3483	$ 6,965.40	$ 5,572.32	$ 1,393.08
18 Hole Junior	$ 10.00	$ 10.00	0%	84	79	$ -	$ -	$ -
18 Hole Senior	$ 20.00	$ 22.00	-9%	2648	2515	$ 5,030.44	$ 4,024.35	$ 1,006.09
						$ 20,435.26	***$ 16,348.21***	***$ 4,087.05***

Proposed Golf Pass Increase

Description	2016-18 Rates	Proposed increase		Avg. Sold 2012-15	Sales @ 95%	Impact		
Annual 2 Senior	$ 1,255.00	**$ 1,280.00**	-2%	**19**	18	$ 456.00	$ 342.00	$ 114.00
Annual Senior	$ 840.00	**$ 860.00**	-2%	**83**	78	$ 1,569.40	$ 1,177.05	$ 392.35
Annual 2 Adult	$ 1,395.00	**$ 1,420.00**	-2%	**4**	4	$ 104.50	$ 78.38	$ 26.13
Annual Adult	$ 930.00	**$ 950.00**	-2%	**21**	20	$ 406.60	$ 304.95	$ 101.65
Business Pass	$ 1,625.00	**$ 1,650.00**	-2%	**5**	5	$ 118.75	$ 89.06	$ 29.69
Summer Pass April thru September								
Summer 2 Adult	$ 730.00	**$ 749.00**	-3%	**5**	5	$ 90.25	$ 67.69	$ 22.56
Summer Adult	$ 490.00	**$ 499.00**	-2%	**32**	30	$ 271.89	$ 203.92	$ 67.97
Winter Pass October thru March								
Winter 2 Adult	$ 730.00	**$ 749.00**	-3%	**1**	1	$ 14.44	$ 10.83	$ 3.61
Winter Adult	$ 490.00	**$ 499.00**	-2%	**11**	10	$ 94.05	$ 70.54	$ 23.51
						$ 3,125.88	***$ 2,344.41***	***$ 781.47***

Proposed Private Carts								
Shed Fees	$ 300.00	**$ 325.00**	-8%	**9**	9	$ 218.50		$ 218.50
Trail Fees	$ 850.00	**$ 875.00**	-3%	**35**	33	$ 836.00	$ 501.60	$ 334.40
						$ 1,054.50	**$ 501.60**	**$ 552.90**
Rates Controlled by Golf Professional								
9 Hole Carts	$ 6.00	**$ 6.50**	-8%	**7922**	7526	$ 3,762.76	$ 1,505.10	$ 2,257.66
18 Hole Carts	$ 12.00	**$ 13.00**	-8%	**8659**	8226	$ 8,226.43	$ 3,290.57	$ 4,935.86
						$ 11,989.19	**$ 4,795.68**	**$ 7,193.51**
Small Range	$ 4.00	**$ 4.40**	-9%	**3547**	3370	$ 1,347.94	$ 539.17	$ 808.76
Large Range	$ 6.00	**$ 6.25**	-4%	**2804**	2664	$ 666.00	$ 266.40	$ 399.60
Extra Large Range	$ 8.00	**$ 8.10**	-1%	**277**	263	$ 26.30	$ 10.52	$ 15.78
						$ 2,040.23	**$ 816.09**	**$ 1,224.14**

Total Impact on revenue				
	Golf Pass	**$ 3,125.88**	**$ 2,344.41**	**$ 781.47**
	Green Fees	**$ 20,435.26**	**$ 16,348.21**	**$ 4,087.05**
	Private Carts	**$ 1,054.50**	**$ 501.60**	**$ 552.90**
	Carts	**$ 11,989.19**	**$ 4,795.68**	**$ 7,193.51**
	Range	**$ 2,040.23**	**$ 816.09**	**$ 1,224.14**
		$ 38,645.06	***$ 24,805.99***	***$ 13,839.07***

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/10/2019 **Report No:** 17.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution No. 2019-24 requesting interim approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico, to adopt the Preliminary 2019-2020 Budget as of May 14, 2019. *(Evelyn Huff, Budget Analyst)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: Beginning Cash Balances $31,388,416
Revenues $60,636,993
Expenditures $52,695,849
Transfers In/Out $0
Net Impact $29,329,560

Recommendation: Approve the Resolution.

Background: The City is required to hold a public hearing on the budget before adopting the preliminary budget for the new fiscal year (2019-2020).

The preliminary budget is due to the Department of Finance and Administration (DFA) by June 1, 2019, and DFA is required to send the City's its interim approval of the preliminary budget prior to July 1, 2019.

The final budget will come before the City Commission at a special meeting on July 30, 2019 and will include the true carry over fund balances and any other adjustments required. The final budget is due to the DFA by July 30, 2019. The DFA usually send the approval of the final budget for the fiscal year no later than September 1.

The City Commission held budget public hearings May 7, 2019 at the Commission Chambers and no adjustments were made to the preliminary budget as a result of the hearings.

STATE OF NEW MEXICO
CITY OF ALAMOGORDO, NEW MEXICO
RESOLUTION NO. 2019-24
2019-2020 ANNUAL BUDGET ADOPTION
(108th FISCAL YEAR)

WHEREAS, the governing body of the City of Alamogordo, New Mexico, a New Mexico Municipal Corporation (hereinafter referred to as the “City”), has developed a preliminary Annual Budget for the fiscal year 2019-2020; and,

WHEREAS, the Preliminary Annual Budget was developed on the basis of need and through cooperation with all user departments, elected officials, and other department supervisors; and,

WHEREAS, the official Notice of Meeting for the review of the Annual Budget was duly posted on April 14, 2019 in compliance with the City of Alamogordo Open Meetings Act Resolution; and

WHEREAS, it is the majority opinion of the governing body of the City that the Annual Budget meets the requirements as currently determined for fiscal year 2019 - 2020.

WHEREAS, the Department of Finance and Administration, State of New Mexico, is requested to give its interim approval to the City of Alamogordo, New Mexico’s annual budget for fiscal year 2019 - 2020.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Alamogordo, New Mexico, hereby adopts the attached Annual Preliminary Budget and respectfully requests approval of these documents from the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED AND ADOPTED this 14th day of May, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By:__________________________________
Richard Boss, Mayor

____
Mayor Pro-Tem Jason Baldwin

____
Commissioner Al Hernandez

Commissioner Nadia Sikes

Commissioner Dusty Wright

Commissioner Susan Payne

Commissioner Josh Rardin

(SEAL)

Rachel Hughs, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

Petria Schreiber, City Attorney

ALL FUNDS SUMMARY

21-Apr-19

DFA 1/12TH REQ RSRV
1,102,001
Fund Reserve Policy
1,102,001
Subsidy Reserve
487,127
Bal. Remaining
83,199

Wage increase starting 7/1/2019

FUND NO.	FY 2019-2020 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	4,533,699	17,405,808	800,000	6,741,169	(5,941,169)	13,224,010	2,774,328	2,691,129	83,199	0	2,691,129	83,199
12	INTERNAL SERVICES	82,565	367,671	2,593,439	40,826	2,552,613	2,974,343	28,506		$28,506			28,506
15	CORRECTIONS-JAIL	8,659	81,827	104,000	244	103,756	193,850	392		$392			392
16	LODGER'S TAX-PROMOTIONAL FUND	169,168	255,431	0	1,648	(1,648)	267,263	155,688		$155,688			155,688
17	POLICE COURT BOND	7,938	0	0	0	0	0	7,938		$7,938			7,938
19	COURT AUTOMATION FUND	5,826	81,566	0	18,701	(18,701)	68,467	224		$224			224
20	LODGER'S TAX-CITY	33,934	439,292	0	56,680	(56,680)	416,200	346		$346			346
21	D.A.R.E. DONATIONS FUND	17,930	6,224	0	0	0	13,258	10,896		$10,896			10,896
22	DESIGNATED GIFT FUND	0	0	0	0	0	0	0		$0			0
24	GRANT CAPITAL IMPROVEMENT	61,034	932,486	0	0	0	932,486	61,034		$61,034			61,034
27	MUNICIPAL COURT OPERATIONS	7,274	10,000	414,000	13,971	400,029	416,001	1,302		$1,302			1,302
28	POLICE CONTINGENCY	59,410	3,836	0	0	0	10,000	53,246		$53,246			53,246
31	CEMETERY-PERPETUAL CARE	762,784	25,843	0	0	0	0	788,627		$788,627			788,627
32	COMMUNITY SERVICES	53,894	487,482	3,889,000	585,311	3,303,689	3,829,645	15,420		$15,420			15,420
33	FIRE PROTECTION	161,818	584,966	0	0	0	625,834	120,950	23,204	$97,746	0	23,204	97,746
35	HIDTA GRANT FUND	0	8,146	0	0	0	8,146	0		$0	0		0
36	LAW ENFORCEMENT FUND	3,235	106,418	0	0	0	106,451	3,202		$3,202			3,202
37	STATE HIGHWAY FUND	137,725	44,429	0	0	0	34,963	147,191		$147,191			147,191
38	TRAFFIC SAFETY FUND	60,385	23,684	0	0	0	44,146	39,923		$39,923			39,923
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	262,592	1,693,023	0	1,546,149	(1,546,149)	28,262	381,204	262,110	$119,094	0	262,110	119,094
44	TRANSPORTATION FUND	278,759	1,022,794	1,243,776	143,513	1,100,263	2,400,087	1,729		$1,729	0	0	1,729
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		$0			0
49	1986 GROSS RECEIPTS TAX	1,136,766	1,753,562	0	1,340,023	(1,340,023)	690,262	860,043	269,728	$590,315	0	269,728	590,315
50	PROPERTY ACQUISITION	85,010	0	0	0	0	0	85,010		$85,010			85,010
53	GENERAL OBLIGATION	867,368	1,049,847	0	0	0	1,021,018	896,197	510,509	$385,688	0	510,509	385,688
54	REVERSE OSMOSIS PROJECT RSV	21,967	0	0	0	0	0	21,967		$21,967			21,967
56	99 GRT FLOOD CONTROL BOND PROJ	1,578,936	30,981	0	176	(176)	0	1,609,741		$1,609,741			1,609,741
59	REVENUE BOND P & I FUND	191,925	7,250	2,678,368	0	2,678,368	2,678,368	199,175		$199,175			199,175
61	MUNICIPAL INFRASTRUCTURE .0625%	388,791	423,329	0	347,781	(347,781)	7,066	457,273	0	$457,273	0	0	457,273
63	COMMUNITY DEVELOPMENT	31,535	0	398,242	39,612	358,630	389,425	740		$740			740
69	1994 GROSS RECEIPTS	659,673	1,689,544	0	1,106,558	(1,106,558)	28,262	1,214,397	553,279	$661,118		553,279	661,118
71	ALAMO SENIOR CENTER	13,850	765,775	578,400	2,379	576,021	1,352,454	3,192		$3,192			3,192
74	ALAMO SENIOR CENTER GIFT	66,467	21,642	0	0	0	7,827	80,282		$80,282			80,282
75	RETIRED & SENIOR VOL. PROGRAM	13	224,914	55,000	16,979	38,021	261,882	1,066		$1,066			1,066
81	WATER/SEWER OPERATING	2,528,781	9,904,758	98,413	2,045,067	(1,946,654)	8,998,588	1,488,297	946,315	$541,982		946,315	541,982
82	98 JT WATER/SEWER BOND P&I	1,252,722	19,609	1,933,872	0	1,933,872	1,933,872	1,272,331		$1,272,331	0		1,272,331
86	SOLID WASTE COLLECTION SYS.	361,291	2,098,696	0	133,172	(133,172)	1,974,949	351,866	158,023	$193,843	0	158,023	193,843
88	BONITO CAMPGROUND	385,318	5,518	0	0	0	0	390,836		$390,836			390,836
89	ESGRT .0625%	520,465	443,151	0	475	(475)	252,269	710,872		$710,872	0		710,872
90	GOLF COURSE	450	1,593,400	140,450	77,430	63,020	1,654,890	1,980		$1,980	0	0	1,980
91	AIRPORT	114,012	148,463	149,500	44,077	105,423	267,434	100,464		$100,464		0	100,464
94	OTERO GREENTREE REG LANDFILL	3,101,249	1,401,009	0	2,972	(2,972)	2,180,741	2,318,545		$2,318,545		0	2,318,545
96	SELF-INSURED FUND	465,319	66,439	0	0	0	45,000	486,758		$486,758			486,758
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	2,500,088	947,836	0	0	0	134,131	3,313,793		$3,313,793			3,313,793
107	SELF INSURED/LIABILITY	515,369	11,694	330,000	0	330,000	330,000	527,063		$527,063			527,063
109	2004 GRT CAPITAL OUTLAY	2,773,753	3,518,163	0	1,101,438	(1,101,438)	1,756,524	3,433,954	534,720	$2,899,234	0	534,720	2,899,234
113	2009 G.O. BOND ACQ FUND	0	0	0	0	0	0	0		$0			0
114	SIDEWALKS REVOLVING LOANS	106,358	2,095	0	0	0	32,360	76,093		$76,093			76,093
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	284,372	24,232	0	0	0	0	308,604		$308,604			308,604
121	2015 GO BONDS-FUN CENTER	87,491	1,441	0	0	0	0	88,932		$88,932			88,932
122	2015 GO BONDS-STREETS	169,601	3,003	0	0	0	0	172,604		$172,604			172,604
901	HOUSING LOW RENT OPERATING	820,030	822,511	0	109	(109)	1,001,197	641,235	78,002	$563,233	0	78,002	563,233
903	HOUSING HOMEOWNERSHIP OPER	735,075	1,705	0	0	0	28,418	708,362		$708,362			708,362
904	HOUSING CAPITAL FUND PROJECTS	0	0	0	0	0	0	0		$0			0
	TOTALS FY2020	**31,388,416**	**50,636,993**	**15,406,460**	**15,406,460**	**0**	**52,695,849**	**29,329,560**	**6,027,019**	**23,302,542**	**0**	**6,027,019**	**23,302,542**

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/10/2019 **Report No:** 18.

Submitted By: April Jones

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

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Appoint to Senior Volunteer Programs Advisory Council, Planning and Zoning Commission, White Sands Beautification Committee, and Mayor's Committee on Aging.

Background: **Airport Zoning Board.** One (1) city vacancy. Staff Liaison - Cheryl Otero-Baker
No applications received.

Mayor's Committee on Aging. Three (3) vacancies. One (1) of these vacancies may be filled by a county resident. Staff Liaison - Britney Courtier.
The following individual is interested in being appointed:
Shirley Dakin - if appointed, this will be her first term.

Planning and Zoning Commission. One (1) vacancy. This vacancy is due to the resignation of David Gonzales. Staff Liaison - Stella Rael.
The following individual is interested in being appointed:
Raymond Nejeres - if appointed, this will be his first term.

Senior Volunteer Programs Advisory Council. Four (4) city vacancies. Staff Liaison - Neil McFarland.
One vacancy is due to the resignation of Dr. John Ely.
The following individuals are interested in being appointed:
Maria de Mireles - if appointed, this will be her first term.
Paul Farrant - if appointed, this will be his first term.

White Sands Beautification Committee. One (1) vacancy. Staff Liaison - Stella Rael.
The following individual is interested in being appointed:
Manuela Heberle - if appointed this will be her first term.

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

RECEIVED
APR 22 2019
CITY CLERK

CITY OF ALMOGORDO
APPLICATION FOR
SENIOR ADVISORY COUNCIL

Name: Maria De Mireles Birth Date: 8/17/1949

Home Phone: n/A Cellular or Work Phone: 209-483-2949

Home Address: 1742 Van Court Alamogordo NM 88310

Do you live within City limits? Yes

Present Employer: Retired Job Title: Retired

Board/committee you wish to serve on is: Senior Advisory Council for the Senior Volunteer Programs. Are you currently serving on any other City of Alamogordo boards? N/A

Are you related to anyone who is presently employed by the City of Alamogordo? NO

If yes, their name and relationship to you: N/A

Are you related to any Elected Official of the City of Alamogordo? NO

If yes, their name and relationship to you: N/A

Experience and education relating to the Board /Committee:
AA Degree / Managment Expirience & Propritor to A Rarrves in Hawaii

Please indicate your interest in serving on a City Board/Committee:
I feel the more perspectives is an assed & to provide warmer atmospher for us Seniors.

Please return or mail to: City Clerk
City of Alamogordo
1376 E. Ninth Street
Alamogordo, New Mexico 88310

Print

Application to serve on a Board/Committee - Submission #342

RECEIVED
MAY 01 2019
CITY CLERK

Date Submitted: 5/1/2019

First Name*
Raymond

Last Name*
Nejeres

Address*
1200 Filipino Ave

City*
Alamogordo

State*
New Mexico

Zip Code*
88310

Phone Number*
575-443-4248

Email Address*
docnejeres@msn.com

Is the above address within City Limits?*
- (•) Yes
- ( ) No

Present Employer:*
TBTC/TCI

Board/Committee you would like to serve on (1st choice):*
Planning & Zoning Commission

Board/Committee you would like to serve on (2nd choice):
Community Development Advisory Committee

Are you related to anyone who is presently employed by the City of Alamogordo*
- ( ) Yes
- (•) No

If so, what is their relation to you?

Are you related to an Elected Official of the City of Alamogordo?*

Yes

No

Is so, what is their relation to you?

Experience and education relating to the Board/Committee:

24 years of military service including both enlisted and commissioned office. This includes four years based at Holloman AFB. Former Assistant Professor at NMSU-Alamogordo for the Departments of Nursing and Biological Sciences.

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

I was born and raised in Alamogordo, graduated in 1978 from Alamogordo Sr. High school, and after my military and medical service retirement, purchased the home I grew up in. I have many family members that still live and work in the local area. I hope to help Alamogordo thrive and grow with fiscal, environmental, and community responsibility.

Print

RECEIVED
APR 30 2019
CITY CLERK

Application to serve on a Board/Committee - Submission #341

Date Submitted: 4/30/2019

ALAMOGORDO NEW MEXICO

First Name*
Manuela

Last Name*
Heberle

Address*
2735 Birdie Loop

City*
Alamogordo

State*
NM

Zip Code*
88310

Phone Number*
5754041947

Email Address*
heberle.manuela@gmail.com

Is the above address within City Limits?*
- (•) Yes
- ( ) No

Present Employer:*
Recently retired from GCRMC

Board/Committee you would like to serve on (1st choice):*
White Sands Beautification Committee

Board/Committee you would like to serve on (2nd choice):
Community Development Advisory Committee

Are you related to anyone who is presently employed by the City of Alamogordo*
- ( ) Yes
- (•) No

If so, what is their relation to you?

Are you related to an Elected Official of the City of Alamogordo?*

- Yes
- No (selected)

Is so, what is their relation to you?

Experience and education relating to the Board/Committee:

No direct experience and education related to city improvements/beautification

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

My interest in improvement projects and related compliance with existing guidelines stems from a desire to improve this community's appeal to both those who call Alamogordo home and those considering to relocate their business or family to our community.

RECEIVED
APR 29 2019
CITY CLERK

Print

Application to serve on a Board/Committee - Submission #337

Date Submitted: 4/27/2019

First Name*
Paul

Last Name*
Farrant

Address*
1807 Miracerros Ln

City*
Alamogordo

State*
NM

Zip Code*
88310

Phone Number*
575-347-1820

Email Address*
paul.m.farrant@gmail.com

Is the above address within City Limits?*

- (•) Yes
- ( ) No

Present Employer:*
none - Retires

Board/Committee you would like to serve on (1st choice):*
Senior Volunteer Programs Advisory Council

Board/Committee you would like to serve on (2nd choice):
Mayor's Committee on Aging

Are you related to anyone who is presently employeed by the City of Alamogordo*

- ( ) Yes
- (•) No

If so, what is their relation to you?

Are you related to an Elected Official of the City of Alamogordo?*

- Yes
- No (selected)

Is so, what is their relation to you?

Experience and education relating to the Board/Committee:

Former - City of Columbus OH Commissioner for Greater Southeast Area Commission; Civic Association President,; Secretary / Treasurer for 501(c)3 organization; Food Pantry Operations Committee member; Manager.

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

Currently volunteer cooking for Shared Table, and volunteering at the Grace UMC Pantry and Flickinger Guild. Would like to get more involved with the community

Print

Application to serve on a Board/Committee - Submission #335

Date Submitted: 4/23/2019

RECEIVED
APR 2 4 2019
CITY CLERK

First Name*
shirley

Last Name*
dakin

Address*
1431 tierra royos

City*
alamogordo

State*
new mexico

Zip Code*
88310

Phone Number*
228 243-1847

Email Address*
dakin5725@gmail.com

Is the above address within City Limits?*

- (•) Yes
- ( ) No

Present Employer:*
Indian Health Service Mescalero Hospital

Board/Committee you would like to serve on (1st choice):*
Mayor's Committee on Aging

Board/Committee you would like to serve on (2nd choice):
Senior Volunteer Programs Advisory Council

Are you related to anyone who is presently employeed by the City of Alamogordo*

- ( ) Yes
- (•) No

If so, what is their relation to you?

Are you related to an Elected Official of the City of Alamogordo?*

- ( ) Yes
- (•) No

Is so, what is their relation to you?

Experience and education relating to the Board/Committee:

Limited, mostly through work

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

To facilitate the utilization of limited resources to the benefit of the majority of the population and give back a little bit to help my fellow citizen

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/14/2019 **Report Date:** 5/7/2019 **Report No:** 19.

Submitted By: Rachel Hughs

Subject: Adjourn into Executive Closed Session in compliance with 10-15-1(h) (2), NMSA (as amended) limited to Personnel Matters: to review City Manager applications and discuss next steps.

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: