Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

June 11, 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

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

1. Approve the minutes for the May 28, 2019 Regular meeting. *(Rachel Hughs, City Clerk)*

2. Approve the statements related to the Executive Closed Session held on May 28, 2019. *(Rachel Hughs, City Clerk)*

3. Consider, and act upon, Ordinance 1592 for final 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)**

4. Consider, and act upon, approval of a Capital Outlay Grant Agreement in the amount of $135,000 to plan, design and construct improvements at Alamogordo Public Library. *(Veronica Ortega, Community Services Director)*

5. Consider, and act upon, approval of a Capital Outlay Grant Agreement in the amount of $145,750 to purchase and equip buses to comply with the requirements of the Americans with Disabilities Act of 1990. *(Brian Cesar, Interim City Manager)*

6. Consider, and act upon, Resolution No. 2019-26 removing uncollectible and unsecured Utility, Library, Public Housing Authority and other miscellaneous accounts from the City's accounts receivable. *(Stephanie Hernandez, Finance Director)* **(Roll Call Vote Required)**

7. Consider, and act upon, approval of the New Mexico Tourism Department (NMTD) Cooperative Marketing Grant Agreement No. 20-418-3002-02, for the purpose of tourism advertising. *(Michelle Brideaux, Communications & Marketing Administrator)*

8. Consider, and act upon, Resolution 2019-15 authorizing the submission of a New Mexico Community Development Block Grant (CDBG) program application and designating the Mayor to act as a signatory in all matters pertaining to the municipality's participation in the CDBG program for the City of Alamogordo ADA Sidewalk project. *(Debbie Osborne, Grant Coordinator)* **(Roll Call Vote Required)**

9. Consider, and act upon, Resolution 2019-28 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of June 11, 2019. *(Evelyn Huff, Budget Analyst)* **(Roll Call Vote Required)**

10. Consider, and act upon, the Alamogordo Police Department's application for the Community Driving While Intoxicated Program Funds (CDWI). *(Brian Peete, Chief of Police)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

11. Consider, and act upon, first publication of Ordinance 1595 amending section 2-15-080 and 2-15-090 of Chapter 2 of the Alamogordo Code of Ordinances regarding the Gross Receipts Investment Program. *(Petria Schreiber, City Attorney)* **(Roll Call Vote Required)**

12. Consider, and act upon, the Alamogordo Police Department's request to apply for a Grant from the Paso Del Norte Health Foundation. *(Brian Peete, Chief of Police)*

13. Consider, and act upon, approval of Alamogordo Police Department submitting a grant application to the U.S. DOJ, Southwest Border Rural Law Enforcement Information Sharing and Interdiction Assistance Grants program, in the amount of $200,000. *(Brian Peete, Police Chief)*

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

EXECUTIVE SESSION (Roll Call Vote Required)

15. Adjourn into Executive Closed Session in compliance with 10-15-1(h) (8)(7), NMSA (as amended) to discuss Real Property - Land swap proposal from Michael Shyne regarding real property and Threatened or pending litigation - Opioid litigation lawsuit offer. **(Roll Call Vote Required)**

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/11/2019 **Report Date:** 6/7/2019 **Report No:** 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the May 28, 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
May 28, 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 6:30 p.m. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present. Invocation was given by Pastor Thompson and the Pledge of Allegiance was led by Commissioner Hernandez.

APPROVAL OF AGENDA

Mayor Boss said item 6 would be removed. Interim City Manager Cesar confirmed.

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

PRESENTATIONS

1. Proclamation for Alamogordo's Founder's Day. *(Richard Boss, Mayor)*

Mayor Boss presented the Alamogordo Founder’s Day Proclamation to Debra Lewandowski and thanked her for everything they do.

2. Water maintenance and catastrophe results at 1016 Paradise Ave. *(William English, Resident)*

Mr. English said originally when he submitted the agenda request, he was looking for someone to blame for circumstances that came up and bit him with regards to a large water bill and a leak in his yard. He said after heeding the advice of City Clerk Hughs, he spoke to Public Works Director Garner, and discovered that Alamogordo is operating under a water system, which in certain areas, is at least 100 to 150 years old. He said he is sure that the Commission is aware of the cost of repairing broken lines. He said he cannot understand why our City has allowed itself to degenerate to the condition it has with both infrastructure and attitude. He said the infrastructure has to be improved without question. He said he does not have a lot of confidence in the Brackish Water Plant, because he has seen brackish water tear filters to pieces in a matter of minutes. He said Alamogordo’s water has always been poor quality. He said there are things that can be done, things that should be done if this Commission wants to research it and find better ways of doing it. He said he hopes the Commission will do what they can to bring back the pride this town once had. He said what started out as a problem for him, has become a problem for everybody.

PUBLIC COMMENT

Katina Watson commented on the following:
She talked about the item to be talked about during Executive Session regarding vacating streets around the Courthouse and routing traffic through the residential area. She requested if they considered moving forward that the Commission conduct a public Hearing on this. She said the Commission needs to hear from all the affected stakeholders. She said closing off streets, routing traffic through the residential area and to exit points without a street light will have unintended consequences.

She said while it might solve one problem, the Commission is potentially looking at creating 5, 6 or 7 more problems in addition to that. It's not a simple solution with regard to the parking around the Courthouse.

James Counts commented on the following:
He pointed out that the Courts are engaged in litigation, with the County, on issues involving the Courthouse. He urged the City Commission to withhold action on that until they determine what the results of litigation will be and further discussions on where the courthouse might end up.

CITY MANAGER'S REPORT

Interim City Manager Cesar made the following remarks:
He turned his time over to City Attorney Schreiber.
City Attorney Schreiber said she was able to meet with several site selectors and portray Alamogordo in the best light possible. She said they discussed Alamogordo's open buildings to include the Cookie Factory as well as the old 1-800-Flowers and Xerox call center. She said they received great feedback from the Site selectors about what the major corporations and smaller corporations are looking for when making site selections across the Country. She said it was invaluable information for the City and for the Otero County Economic Development Council (OCEDC). She believes OCEDC has some great leads out of this meeting and she is hopeful that the City will see some economic development soon.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Sikes made the following comments:
She reminded the Commission that a couple of meetings ago she suggested giving awards to residents for taking care of their yards and keeping Alamogordo beautiful. She gave an award in her district and during the conversation she asked for nominations for yards. She presented certificates for going the extra mile on yards. Each recipient made a comment.

Shelly Wade commented on the following:
She said she was born and raised here in Alamogordo, and she moved away for 35 years. She said upon her return to the City she was disappointed of the condition of the City. She said she has done what she can do and she has been working at the Rose garden to try and bring it back up to speed. She said she really appreciates the acknowledgement because a lot of hard work went into that. She also thanked the Commission for what the City is doing. She said the committees that they have got going right now, the downtown project, the keep Alamogordo Beautiful, the White Sands Beautification, the branding. She thinks it is taking Alamogordo in the right direction.

Commissioner Sikes gave Ms. Wade a certificate for keeping Alamogordo beautiful.

Ben Thusen commented on the following:
He stated he moved here about 7 years ago from northwest Montana. He said he was a little shocked at the diverse growth, the dryness and the lack of water here. He said the one thing that he recognized is that taking pride in where we live, in our City, our surroundings makes us feel better as individuals, as home keepers and as citizens. He stated he does the most he can with his yard. He said he needed to make it look like his yard fit in Alamogordo, he is very honored to be here.

Commissioner Sikes gave Mr. Thusen a certificate for keeping Alamogordo beautiful.

CONSENT AGENDA

3. Approve the minutes for the May 7, 2019 Budget Hearings and the May 14, 2019 Regular meeting. *(Rachel Hughs, City Clerk)*

4. Approve the statements related to the Executive Closed Session held on May 14, 2019. *(Rachel Hughs, City Clerk)*

5. Approve notifying the County Clerk of the City of Alamogordo local municipal positions to be filled at the next Regular Local Election on November 5, 2019. *(Rachel Hughs, City Clerk)*

6. Consider, and act upon, Resolution No. 2019-26 removing uncollectible and unsecured Utility, Library, Public Housing Authority and other miscellaneous accounts from the City's accounts receivable. *(Stephanie Hernandez, Finance Director)* **(Roll Call Vote Required)**

7. Consider, and act upon, the receipt of a State grant contract to fund Retired and Senior Volunteer Program, Senior Companion Program and Foster Grandparent Program for FY20. *(Julie Baker, SVP Administrator)*

8. Consider, and act upon Resolution 2019-27 to request reimbursement from NMFA in the amount of $50,000.00 for the Main Street MRA Agreement. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

9. Consider, and act upon, leak abatement request from Joyce Tilbury, 1816 Corte Del Ranchero in the amount of $3,373.43. *(Mark Threadgill, Customer Service Manager)*

Commissioner Hernandez moved to approve item 3, 4, 5, 7, 8, and 9 of the consent calendar.
Mayor Pro-Tem Baldwin seconded the motion.
Roll call vote was taken.
Motion carried with a vote of 7-0-0.

NEW BUSINESS

10. Consider, and act upon, first publication of Ordinance 1593 amending the Delayed Repeal of Municipal Infrastructure Gross Receipts Tax Ordinance 1452 related to Economic Development. ***(Brian Cesar, Interim City Manager)*** **(Roll Call Vote Required)**

Interim City Manager explained that this tax is commonly referred to as LEDA (Local Economic Development Act). He said this sunsets in December. He said if this Ordinance is approved it would allow the City to take this item back to the voters. He said the language in this Ordinance, with the exception of changing the dates, is the same language previous Commissions have seen each time this has gone to the voters.

Mayor Boss stated that this would not be increasing taxes. Interim City Manager Cesar confirmed.

Tom French commented on the following:
He said the beauty of the way they structured the tax was the voters get a chance, every five years, to let it sunset if they were not being effective. He said the first couple of times that they used it, they probably weren't very effective and they learned a lot about that since then. He said the Commission has endorsed and funded a number of projects this last year and they have a lot of good projects on the table that they are looking to bring economic development, higher paying jobs to Alamogordo. He thought they had made good use of this fund. He thought that they should put this on the ballot. He said he is going to encourage the voters of Alamogordo to vote and renew the tax. He said a lot more communities have a lot more money to spend in this regard than they do. He said this is kind of getting their foot in the door on that.

Mayor Boss stated he thought they have made pretty good use of it with OCEDC and the City. He said they had a little over $7 million three (3) years ago and they have $2 million now. He thought all the projects were good projects. He asked Mr. French if he agreed.

Mr. French answered no, he said the good part about their form is that they can disagree agreeably. He thought the Commission had a tough decision on how to finish the Family Fun Center and he does not believe that was proper use of LEDA funds, however, he does not disagree that what you do on it. He said the voters voted for the Family Fun Center and they expected it to get finished. He did not think it was the proper use, but he is not going to rag on the Commission for doing that.

Mayor Boss said the point is the Commission has expended a half of million dollars in funds. He said it had gone for a long time with no activity or very little activity. He said he personally feels good about how they have spent the money. He said they have some really good things that have attributed to it and some coming in the future. He said contrary to what people might say, they did Rocket Lanes by the book. Mr. French said he agrees, but he disagrees with the decision. He said he agrees with about 90 percent of what they have done.

Mayor Pro-Tem Baldwin asked if this is the LEDA tax that nets the City roughly $800,000 annually, give or take whatever the Gross Receipts Taxes (GRTs) are. Interim City Manager Cesar said yes, give or take. Mayor Pro-Tem Baldwin said in the Resolution he does not necessarily see the wording for exactly what that tax could be used for.

City Clerk Hughs answered this is the Ordinance, so when the Ordinance comes back, along with it will be the Resolution with the question. She said they have to pass the Ordinance first.

Mayor Pro-Tem Baldwin said he wants to make sure that they do their due diligence in reference to when it actually goes on the ballot and the wording for what the tax actually can be used for. He said one of their charges when they draw up an Ordinance like this and the citizens actually vote on it, is they limit the ability of the tax to the extent where it makes the voters feel safe. He said this is a tax that they ran into a lot of issues with in reference to spending it in a lot of projects which they thought fell in the economic development area. He said when it actually comes time to write or discuss how it's written in reference to what the voters will see, he would like to see the City expend as much time as they possibly can to make sure it does fit the projects that they want it to fit. He said on a side note, they did not expend an additional $500,000 in LEDA funds to complete the Family Fun Center, Mr. Chun did.

Mayor Boss said it seems like every community, that has the economic development fund, had the same situation when they are expending the money. He said there are always questions that cannot be completely defined and that is why they wound up going to the State for backup in making a lot of the decisions. He said they would also get outside Counsel to give them opinions on a certain matters. He said he does not know that they can write this in a manner that they are not going to have those same problems. He said that his thoughts on this.

Commissioner Rardin thought they should leave the resolution and the question the way it has been for the last 15 years or so. He said when you get into where you can utilize this, you kind of get into an unfair business advantage for some people. He said the way it is set up right now is for brick and mortar type operations, manufacturing type jobs and he believes they should leave it as is. He said he thinks it just gives other potential businesses that are looking at moving here an unfair advantage against some of the existing businesses.

Commissioner Sikes asked if all they are doing is passing a Resolution to put this on the ballot, she cannot see how they can possibly change the language without having a whole new Resolution. Mayor Pro-Tem Baldwin said that is his question and why he asked it. He said the actual wording of what fund this goes into is not in the Resolution. Commissioner Sikes said all they are trying to do is continue something that is already in existence

City Attorney Schreiber said if they were going to do something different, it would entail a new Ordinance specifically authorizing retail or arts and cultural district. She said this is an Ordinance just approving placement of the question on the ballot. She said the next time the Commission will see this on the agenda they will also have a Resolution which will be the actual question. She said this has all been run through TRD (Taxation and Revenue Department) and they have all signed off on this. She said this is just step one.

Commissioner Payne asked City Attorney Schreiber if the retail thing is the State's. She answered in order for the City to fund retail projects they would have to have an ordinance specifically changing this and they would have to specifically authorize it, which is not something they are doing right now. Commissioner Payne said they have not funded anything retail projects as of yet.

Mayor Pro-Tem Baldwin said he was trying to be vague so that they can have a discussion later at a meeting so they did not have to get into it right now.

Commissioner Rardin said the State gave the authority to use it, somewhat, for retail and for cultural arts type stuff, but they would have to word our Resolution or question to allow the City to use it for those purposes. City Attorney Schreiber said they would have to pass an Ordinance first establishing an Arts and Cultural District and defining the boundaries. She also said there are some additional things that the State would require the City to do which they have not done and are not prepared to do.

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

11. Consider, and act upon, GRIP (Gross Receipts Investment Program) application by Gerald Champion Regional Medical Center (GCRMC) for the construction of additional facilities and a medical office building, as well as renovations and expansions to the hospital property located at 2669 Scenic Drive, Alamogordo, NM 88310. ***(Brian Cesar, Interim City Manager)***

Interim City Manager Cesar said back in December the hospital submitted an application to take advantage of the GRIP Program. He said this program will sunset October of 2020. He said they met with the Hospital two weeks ago to revisit their application. He said it was explained to the Hospital that most of next year's GRIP monies has been allocated to the Home2Suites project leaving a balance of about $8,000 that is available next year. He said the Hospital has already started renovations to the complex and is in excess of $65 million. He said they estimate they are going to generate in the neighborhood of $1.3 million towards the gross receipt taxes that will be payable to the City. Mayor Boss asked if that is not the City's distribution from DFA. Interim City Manager Cesar said that is the portion that they should see coming back from the State. He said they are looking for direction from the Commission, if this application is going to be approved, the structuring of that agreement since the City has already completed the preliminary budget for next year. He said they do not have a lot of wiggle room in the General Fund. He said the Hospital is looking for a rebate in the neighborhood, assuming that the gross receipts tax is generated, of $1 million.

Mayor Pro-Tem Baldwin said not only have the funds been depleted but the funds are committed. He asked in the future if the Commission is going to have to come back and address the GRIP whether or not they are going to continue it. He also asked if at some point in the future, the amount that is allocated to the fund, could be changed potentially. Interim City Manager Cesar said the $100,000 that's been allocated is not by Ordinance, that is just policy that previous and this Commission has approved for each fiscal year. This is the first time that he is aware of that a project has come forward where in a fiscal year, they would be looking at more than that $100,000.

Mayor Pro-Tem Baldwin asked if Interim City Manager Cesar brought a summation of past GRIP allocations just to give a ball park of what has been given out. Mayor Pro-Tem Baldwin also said in his eight years on the Commission they have probably only done 8 projects and the $92,000 they just gave out was by far the largest they ever did here. Interim City Manager Cesar said no, he did not ask for that, but Mayor Pro-Tem Baldwin is correct, that was the largest since that Ordinance was enacted.

Mayor Pro-Tem Baldwin said generally it floats between $7,000 and $30,000. Interim City Manager Cesar confirmed.

Commissioner Rardin said they will obviously not be able to do this all in one year for a project of this size. He said like Interim City Manager Cesar stated, maybe the City can get them caught up come July 1 of next fiscal year. Interim City Manager Cesar corrected and said two fiscal years. Commissioner Rardin said if they broke this out over 3 years they would be allocating $333,000 a year. He said he does not see a big issue on that because the Commission could budget for that as long as the hospital is willing to work with them on budgeting and as long as it is not all at one time. He asked if that is not how it works. Interim City Manager said, not for this upcoming fiscal year, but when they go into the next budgetary cycle during this period, starting back in December of 2018 all the way up to July 1, 2020. He said they would look at that timeframe and during the budgetary process roll that into the budget. He said the rebate does sunset in October of 2020. He said he suspects that well before October of 2020 that an item will be brought back to this Commission or the next Commission to extend that out a number of years.

Commissioner Rardin said a lot of the smaller projects it is not a big deal, but since this is going to be very large, strung out project, do they do a month to month deal. Interim City Manager Cesar said what he has seen in the smaller projects, they are actually done with the project and it is one invoice coming in. He said for Gerald Champion he would expect that July 1, 2020 there will be a fairly substantial payment. He said they will continue with construction and if the rebate is extended then they could come in monthly, quarterly or wait until it is completed. He said it is all in the negations of how the agreement is structured.

Bashar Naser commented on the following:
He said he is the Chief Financial Officer (CFO) at Gerald Champion. He said fifty (50) years ago General Motors was the biggest employer in this Country. He said people there got good income, high paying jobs, pension plans and free health care. He said fifty (50) years later Wal-Mart is the biggest employer in this Country. He said they pay low wages, part-time, no pension and no health benefits. He said this is what they call the smoking mirror economy. He said we constantly hear about manufacturing jobs. He said our Country lost manufacturing jobs a long time ago because they all went to Mexico and Canada and Southeast Asia. He said Gerald Champion, over the past 5 years, they have spent well over 50 million dollars in cash in projects, renovating the hospital, expanding suites, adding behavioral medicines, built an interventional Cath lab that reduced 1/3 of their ER transfers to Las Cruces and El Paso. He said they built an Urgent Care center, a family residency program, replaced all their aging equipment with state of the art equipment, etc... He said when he got here they had 500 employees and today they have 1,000 employees. He said their average hourly rate is $46.00 an hour which puts them at $95,000 with the physicians. He said if you put the physicians aside their average hourly rate is $27.00 an hour. He said that is about $58,000 a year. He said they pay well over $80 million a year in salaries and wages for employees and a lot of positions whether they are employed by Gerald Champion or they are Independent but they live and serve this community. He stated their employees spend their money here, they buy homes here. He said when he looks at State funding there are only two options there are LEDA (Local Economic Development Act) or GRIP (Gross Receipts Investments Program) and healthcare is excluded from LEDA. He asked why then answered because they are healthcare and they are only looking for manufacturing jobs which they cannot find. He said in the past when they have tried to apply for GRIP, they were always told that they are too late, you have already started the project and they cannot apply. He said they have always sat quiet and said let's have that money spent on smaller projects, small employers that want to come to town and the hospital did not need that money. He said today they are coming to the Commission because they are spending $75 million. He said the price has gone up by $6 million just for mechanics and electricians over the past 5 months because there are so many projects in El Paso and Albuquerque. He said the project should break ground and movement will start in July. He said the project is a 26 month project. He said over the next five years they have to bring in 22 new physicians because some will be retiring because of age or for some additional specialties that they are working on. He said right now they have about 7 or 8 Doctors coming and they have no place to put them, and those are

specialists. He said they need to build a Medical Office building that is going to be 63,000 square feet, right next to the Cancer Center. He said they are also looking into expanding the emergency room. He said this is a portion of the hospital that has not really been well renovated since they built the hospital in 1999. He said in August they will be celebrating 70 years of existence. He said they are also running out of beds, so they are shipping patients. He said the cancer center is going to require high demand. They are building for the future. He said $75 million is going to be spent over the next 26 months. He said that is going to be $2.5 million going out of the door every month. He said he would like to bill the City monthly. He said he understands the budget has already been approved for this year but he would like for the Commission to look for a way of how the hospital can back the $1 million. He said the City is going to collect about $1.3 million, they are only asking for $1 million. He said that is the portion that will come back to the hospital.

Robert Middleton commented on the following:
He stated he is the Vice President of Patient Care Service, Chief Nurse and Chief Construction Executive. He said the benefit of this project is the fact that they are doing it at an accelerated schedule. He said in order to do that, it means more man power on the ground to be able to do it. He said they are erecting roughly 100,000 square feet of space and trying to do so in 26 months of construction. He said they are estimating anywhere from 200 to 300 workers working on the campus at various times. He said they are trying to keep trades local in our community and region, just because they have relationships with those folks. He said this will be a sizeable project for their campus. They have already been working the past year on preparing that, new parking lots, new access, etc., but this will be the largest single project they have done on the campus in its history. He said since they are renovating the emergency room, that is filled with all kinds of opportunities that are going to present itself while they try to remain in full service during that period.

Mr. Naser said the only thing they are concerned about is the sun setting of the GRIP fund in October of 2020. He said if you look at the cash spent that is going to start in July 2019 and go through August of 2021. He said they definitely don't want to be shorted half of that money. He said Commissioner Rardin talked about three years, unless the City Commission will vote to extend the GRIP funding and allow the Hospital to receive that money over a two year period. He understands that over the next twelve months the money has already committed to Home2Suites project, so that means not until July 1, 2020 is when the first funds can come their way, but again that only leaves them with a three month window. He said not all of that $1.3 million will be collected at that time, so he wanted to make it clear that they are not going to cut themselves by 50 percent. He asked the Commission what they would propose to protect the residual of that payment as it comes to them because of the timing.

Mayor Pro-Tem Baldwin said that is something they will have to discuss.

City Attorney Schreiber pointed out that if this is something that the Commission wants to authorize she can work with the hospital to write an agreement. She said an agreement would survive the sun setting of the tax. She said they need to make sure that they work within the ordinance which has specific dates for when they receive invoices and that they have 30 days to pay them. She said she is confident, if the Commission authorizes, that they can make this work.

Commissioner Rardin asked if they could bring the GRIP Ordinance forward a little early to discuss extending or not extending it, just to get that off the table. He also asked if doing this monthly, how they are going to set that up. He said the City won't see the proceeds for two months. He said there will be a three month delay before the City can start cutting the checks. Interim City Manager Cesar said if the Commission approves the application, then staff will work with the Hospital to come up with the agreement. He said that would come back to the Commission to be adopted by Resolution, so there will be discussion between the Hospital and City staff to get it structured in such a way that they meet what is in the Ordinance and the Hospital is protected and is comfortable with the way they have structured the repayment.

Mayor Boss asked if it will always the case that the City has collected the gross receipts tax revenue before they pay it over to the Hospital. Commissioner Rardin said in the GRIP Ordinance, the hospital will have to submit their invoices of how much they've paid because the City has no way to know. Interim City Manager Cesar said right, the City has the ability to go back and audit their books.

Commissioner Rardin said he did not realize they put a sunset clause in the Ordinance when they passed it. City Attorney Schreiber clarified to Commissioner Rardin that the Ordinance says that the City can get the hospital's invoices of what they have paid, along with an invoice to the City either monthly or quarterly. She said it is something that staff will work with them on. She then said the City will then have 30 days to provide a calculation to the applicant for review and then 10 days to cut a check.

Mr. Naser stated the hospital is in no hurry to get the money so they have no problem sending copies every month of the invoices with the checks that administer the payments. He said it will not be just one vendor, but there will be three major vendors for the architecture, the contractor, and the IT Company. He said the City is going to have the checks every month of who they have paid attached with the invoices. They will have no problem when the City does the review and audit paid maybe 60 days later from the invoice date to give the City time to receive the funds available into their account and then the City can reimburse the hospital.

Commissioner Sikes stated it would behoove the Commission to see the presentation with all the architectural renderings of everything that is going on and what a showplace Gerald Champion is going to be for our region. She said she would love for staff to schedule a presentation during a Commission meeting. She said you can throw around numbers but when you see the artist renderings and realize the impact of what all that will do for our community hospital, it is pretty impressive.

Commissioner Payne asked if they will still have the $100,000 available for their projects, once Home2Suites has cleared up. Interim City Manager said for next fiscal year if they leave the hospital out, if they get another application, the Commission could authorize roughly $8,000. Commissioner Payne said right, but what about after that. Interim City Manager Cesar said in a future fiscal year they would budget in what would be going to Gerald Champion and in addition to that would be probably the $100,000 that the Commission has traditionally. Commissioner Payne interrupted and said so other businesses would have that opportunity. Interim City Manager Cesar said right, it would not all be going to Gerald Champion, not next fiscal year but the following fiscal year. He said the City would have some room to approve additional applications. He said at a minimum, they would be looking at, up and above, what the hospital would be repaid the traditional $100,000.

Mayor Boss asked Interim City Manager Cesar what action the Commission needs to take. He answered either the approval or to pull the GRIP application and then staff will work with Gerald Champion to come up with the agreement that would come back to the Commission to be approved by Resolution at a future meeting.

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

Commissioner Hernandez did not feel he needed to abstain, he asked the Commission their thoughts on it.

Mayor Pro-Tem Baldwin thanked the hospital because there was a comment made during the presentation in reference to the hospital left the money alone to allow other projects to be Okayed by the Commission. He said that is a big ask of you and it doesn't matter the amount of money they are spending, they are still a valued entity in our community. He said secondly, this has been one of the most business friendly Commission. He said he is proud that everyone is on board to move this along in a very unorthodox situation. He said he is thankful for Commissioner Payne's comment in reference to what would happen in the future when this money is allocated to the hospital and the Commission's potential for future businesses. He was going to suggest to put a moratorium on asks for the future so that they were not expending it, but after it was explained he can see that they could address some smaller projects or something like that. He asked, if they proceed he would want the see the GRIP Resolution for 2020 brought to the Commission earlier so that they can address it. It would also give them the opportunity to talk about the amount that's allocated to it so they can deal with some future GRIP projects.

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

12. Consider, and act upon, first publication of Ordinance 1594 for implementing up to 3/8th of the Hold Harmless Tax. *(Stephanie Hernandez, Finance Director)* (Roll Call Vote Required)

Finance Director Hernandez explained the information given to the Commission in their packets. She said the phase out distribution which shows for fiscal year 2020, the City is going to have a loss of approximately $966,000 due to the Hold Harmless. She also said in the projected recap for fiscal year 20, that shows the City will have a General Fund balance, at the end, of about $83,000. She also explained that the Commission has the information on the current tax rate as well as the tax rates under the three different scenarios. She said if the Commission implements the 1/8 it will approximate increase the GRT by $0.12 per $100, the 2/8 or 1/4 will increase about $0.25 per $100 and the 3/8 will increase about $0.37 per $100. She reminded the Commission that in the budget recap they will see that $800,000 was transferred into the General Fund from Fund 49 to cover the budget shortfalls they were predicting for fiscal year 20. She said increasing taxes is never an easy thing. She recommended the 1/8 to help get the City get through to a budget that they can sustain or they will have to start looking at cuts.

Mayor Boss said Finance has compiled a great deal of data for the Commission to look at. He asked what the effect on the 1/8 would be. She answered it would increase approximately $0.12 per $100.

Interim City Manager Cesar said what staff is requesting is for the Commission to enact 1/8, but the Commission has the ability to enact up to 3/8ths. He said at this point with the subsidy that had to be sent in from Fund 49 of $800,000, 1/8th gets them close to that subsidy. He said because of timing, the tax would not actually go into effect until January 1st. He said they will only see half of the 1/8.

Mayor Boss asked Interim City Manager to explain the process staff went through on the budget. Interim City Manager Cesar said through this budgetary process, the direction that went out to departments was to keep a flat operational budget. He said as he has explained before, that is not sustainable. He said they did not look at staff increases, and capital was going to be reviewed at the end and wasn't very likely that in many areas they would be approving capital. He said for revenue projections they were very conservative on what was going to happen with gross receipts taxes. He said every year they are getting closer and closer to spending the entire budget. He said just about every department is having to use those vacancy savings to get them through the existing fiscal year. He said again, this is not sustainable.

Mayor Boss asked Interim City Manager Cesar if in preparing the budget if he considered any non-essential employees. He also said he is not familiar with every department, but he has not seen a non-essential employee. He said in fact, what he has heard and seen is that the City has shortages in areas. Interim City Manager Cesar said there were a number of 5 year plans that were brought to the Commission prior to the budgetary process. He said in every one of those presentations the Commission saw the need for capital, increased staffing and increased money for operations. He said that could expanded to go City-wide if the City is going to continue to provide all of the services that the City provides right now. He said to say that any position is non-essential, you can go to any Manager in any area and ask if they have any non-essential personnel and the answer you will receive is no, we need more personnel and more money for operations. He said there has been a number of fiscal years where Commission has directed freezing vacant positions. Mayor Boss asked if they should do that. Interim City Manager Cesar answered in the past it really didn't help. He said it created issues in a number of areas. He said the Police Department would be a perfect example where there is a number of vacancies and they start freezing those positions and they continue to lose people, they come to a point to where the City cannot provide the service. He said if the Commission is looking at reducing staffing levels through attrition then they have to look at the services that they provide and scale back on that. Mayor Boss asked him if the City has not been wasting the taxpayer's money with non-essential employees, in your opinion. He answered every new position that has been approved since he started working here has always gone before City Commission for ultimate approval during the budgetary process. He said he does not remember a time where the Commission has said you can have that position but really you don't need it.

Finance Director Hernandez said she sent them an email this morning about the GRT history. She said if you notice the City is down $200,000 from this time last year. She said in March they projected that they were going to be down about $160,000, so they revised the budget and now they are down more than that at this point.

Interim City Manager Cesar said the other thing to remember in asking to enact 1/8th, the other issue the City faces in using Fund 49 to plug the hole in the General Fund, they are not able to use those funds to complete the parallel pipeline for the Desalination Plant. He said they have in the neighborhood of $15 million that needs to be spent to do that pipeline. He corrected himself $12 to $15 million. He said they are not going to have $12 million to spend in the next fiscal year even if the Commission enacts the 1/8th. He said it is all not going to be done in one phase. He said they are not going to be able to secure Water Trust Board money, State Legislative money in the amount of $12 million. He said he should say that it is very unlikely that the State will say here is $12 million. He said in enacting a portion of the Hold Harmless, the 1/8th, it allows the City to take a portion of the $800,000 and put that back towards Fund 49 and use it for the purpose that it was to be used for. He said not that the City did anything illegal in allowing up to 50 percent to help supplement the General Fund, but if they do not do that parallel pipeline the DOD (Department of Defense) could deny the use of that pipeline. He said then their investment in the Desalination facility would be wasted.

Mayor Pro-Tem Baldwin asked when was the last time the City enacted a tax outside of this Hold Harmless tax. Interim City Manager Cesar thought it was the LEDA tax. Commissioner Rardin said the difference is the Hold Harmless is without referendum, which means they do not have to have a vote. He said all other taxes that have been implemented have to go to the vote of the people. He said the people have decided that they are okay with the City taxing them. He said this one here is different because the City does not have their blessing. He said the last one would have been the LEDA money in 2014. The Commission all agreed that it was for the extension of the LEDA money. Mayor Pro-Tem Baldwin said he is proud of is the fact that they have not entertained the idea of raising taxes during his tenure. He said they have had two years to think about it and two years to ask the community. He said he was shocked by how many of them have basically done the math in their head in reference to how much per $100. He said he has not had one person absolutely tell him no. He said he has done his research for two years and he is surprised that people want to see projects moving forward. He said he thinks that the people that are aware of what the City has done over the last twelve or fourteen years in reference to trying to stretch what money they are given from the State or what money they are taxed to accomplish what they have been able to accomplish is short of a miracle. He said staff works diligently, recommending to the Commission what money should be spent and how it should be spent. And the fact that most of the funds are earmarked or the City is not allowed to use them for certain things, he has just been in awe on the things that they have been able to accomplish up until this point. He said he read in his prior notes from the last two years and in two separate times they talked about following the true meaning of this Ordinance and that was to enact it in 1/8th increments as opposed to all at once. He said he is glad that they are holding to that. He said he would caution the Commission in reference to when they come up to the next two that they be careful in reference to how they enact that. He said they have many needs in the City that don't have a dedicated fund or a dedicated tax. He thinks there is probably one that it should be earmarked for and then the next tax should be in an area that best suit the City and not directly generated or giving them the ability to use it in the General Fund for whatever they want.

Interim City Manager said the last new tax was in 2008 Gross Receipts tax dedicated to the Street Maintenance. Mayor Pro-Tem Baldwin commended staff with accomplishing what they have accomplished without no change the last 11 years.

Mayor Boss agreed with Mayor Pro-Tem Baldwin, but in fairness there has been some neglect, and he believes that everyone needs to be blamed for it. He said they have been seeing that the City's water infrastructure has been neglected and it was brought up tonight from the public of how old some of the pipelines really are. He said when a water line breaks they are going to have a pipe to replace it. He said he does not think they were as prudent as they should have been over the years. He said he feels like he has not been as concerned as he should have been in the three years that he has been Mayor, because he thinks it is extremely important.

Commissioner Payne said they have employees that are in charge of paying the bills for the City that actually qualify for Medicaid. She said it is kind of embarrassing. She said she wished they could do more about it but they can't, but what they can do is reassure people that they are valued. She said she has had employees go to her in the last couple of weeks with concerns of losing their jobs. She wants all the employees to know they are valued and they are important. She would never want to see anybody laid off or lose their job. She does not have a problem paying 12 cents more for every $100 dollars she spends to ensure that services are maintained, to ensure that they keep their employees and she does not think too many people would have a problem with that. Mayor Boss echoed Commissioner Payne's comments.

Commissioner Sikes said they have not raised taxes in 11 years and now they have the opportunity to implement a tax that does not have to go to a referendum. She reiterated that going up 1/8 percent gives them minimal wiggle room. She said the agenda has been out since Friday and comments were made on this since the last meeting, and she has had nobody complain about it. She doesn't understand why the Commission just don't go for it and do the 3/8ths to have more wiggle room and designate part of it to roads, police or whatever. She said if they do 1/8th now there is a chance that next year they are going to do another 1/8th and the following year another 1/8th and the perception will be that all the Commission does is raise taxes every year. She said the two people that spoke earlier were disappointed with the way that Alamogordo looks. She said she is proud of the way Alamogordo is getting to look these days. She said they are attempting to take better care of our City. She said if they had more Code Enforcement employees, more Parks employees, she thinks it could be looking even better. She thinks they should be putting people into jobs doing things that people can see. She said she would prefer not to hear comments from people visiting about the Cemetery. If the City had more employees or was more flexible than those types of things could happen. She said she will go along with the Commission with whatever decision they decide to make tonight. She believes that if they enact the 3/8ths that the impact will be so minimal that it will allow them the opportunity to make up the $800,000, to have hope for this pipeline and go from there, and then not raise the taxes again next year and the year after.

Mayor Boss thought they should do it an eighth at a time.

Commissioner Rardin said the State was unwilling to fix the problem that they created, so the State Legislature passed the buck on to them and made them to be the bad guys to put the tax on the Citizens. He said when they passed it their intention was for them to "spoon feed". He said as the meter rises, pass an eighth, which the City is at the need and as soon as it comes along again, pass it again. He said if you look, there are 37 communities on the list provided, seven of them are municipalities that have actually passed it and 24 of them are Counties. He said the Counties got greedy. He said when the State set this up, it passed it within the City Limits as well. He said in 17 years they have gone up almost 2 percent in Gross Receipts tax. He said it is not just the City of Alamogordo, it's the State or the County implementing additional increases. He asked when it ends. He said he understands that the City has to keep paying their bills, but soon or later it has got to end. He said it cannot keep going higher and higher, before too long the will be at 10 percent. He said that is just unacceptable. He said Otero County passed it to do some pet projects. He said they were originally impacted $250,000 over 15 years and at the time the City was going to be impacted $2.7 million over 15 years. He said the County absolutely had no need to pass it, but they passed it anyways. He said the City has to be fiscally conservative. He knows they have the need, but they also have other avenues to look at.

Mayor Boss said they are lucky too. He said a lot of cities have way more taxes than Alamogordo has. He said gross receipts taxes and property taxes are basically the large taxes that we have.

Roger Schoolcraft commented on the following:
He said is supports law enforcement. He stated he was approached by police officer spouses and they asked if he would speak on their behalf tonight. He read a letter. He asked the Commission to put Police pay at the forefront and make the pay more competitive here. He said right now, an Officer could make $5 more an hour in Lincoln County starting out, than what they are making here as a Certified Police Officer.

Mayor Boss thanked Chief Peete for putting on the Memorial for the Officers. He asked Chief Peete to let Officer Kizer know that all our prayers are with him.

Mayor Pro-Tem Baldwin said he never really considered Commissioner Sikes recommendation, he is not outwardly for it. He asked if that motion was made and the Commission enacted the full tax, could they determine at a later date where that would go. Interim City Manager Cesar clarified the question. Mayor Pro-Tem Baldwin stated he is looking at it how the public would look at the process that they are doing, let's just throw a tax on and they'll decide how to spend it later. He said obviously they would do this in an open public meeting so they could have input from the people. He said that was not something that he considered and he did hear that from some people. He said he is for the 1/8, however, instead of just getting a spy, having money dedicate to the right funds would be a good thing for Alamogordo. He said as long as they have the ability to have an open discussion in reference to where exactly they want that money to go.

Interim City Manager said in bringing this forward through the budget hearings and then again through this Commission meeting, the 1/8th is what was recommended. He said a number of staff has worked here for quite a long period of time and he has seen in the past where either a new fee was implemented, a tax, etc. and there wasn't a very clear cut plan on what exactly was going to be used for. There is the need of 1/8th, he said if the full 3/8th is enacted it is going to be somewhat difficult for Commission to say no to the next group that comes forward asking for money for a great idea. Mayor Pro-Tem Baldwin said that is his point. He asked if the committee decided to go that direction, could the Commission have a meeting in the future to say 1/8 would go to the General Fund, 1/8 to Police and Fire and 1/8 to quality of life or something like that. Interim City Manager Cesar said yes that could be done.

Commissioner Sikes asked what would preclude the Commission from doing that tonight. Mayor Pro-Tem Baldwin stated he would prefer to have more public input on it. He said they have already considered where this 1/8 would go. Interim City Manager Cesar said there are needs in a lot of areas in the City that are funded by the General Fund directly or partially. He said if the direction from the Commission is to go back and look at what are the needs and what is a good plan to come forward to the Commission so they are able to present and say if the full 3/8 is enacted that there is a solid plan that the Commission sees, makes comments on, changes, etc. so they are not just making a snap decision of where each 1/8 is going.

Mayor Boss moved to approve the 1/8th of the Hold Harmless Tax.
Commissioner Payne seconded the motion.
Roll call vote was taken.
Motion carried with a vote of 5-2-0.
Commissioners Hernandez and Rardin voted nay.

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

Mayor Boss read the openings and reappointed George Bussing to the Airport Zoning Board and reappointed Stephan Butler to the Senior Volunteer Programs Advisory Council. No one was opposed.

Commissioner Hernandez pointed out that item 5, on the consent agenda, is the notification to the County Clerk for the four positions up for election in November. He also stated that on item 12, for some reason it was made to be something to do with our Police Department and our Police Officers, and that is not what this was about. He said his vote was in not support of them, he has some concerns of how our money is spent and some of them in the Police Department. He said this 1/8 percent had nothing to do with the Police Department

Mayor Boss said he can also say that if they were to put this on the agenda for the next meeting, and another 1/8 for the Police Department, he would vote aye. He said he was not voting against the Police Department when he said 1/8 but they need further discussion on how it would be used. He said they know that they have a problem with their pay scales and they need to be brought up.

EXECUTIVE SESSION

14. Adjourn into Executive Closed Session in compliance with 10151(H)(8), NMSA 1978 (as amended) for discussion of real property in regard to offer to purchase Fairgrounds Parking Lot and County request regarding vacating several streets downtown Alamogordo. (Roll Call Vote Required)

Commissioner Hernandez moved to adjourn into Executive Closed Session at 8:28 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 June 11, 2019.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/11/2019 **Report Date:** 5/31/2019 **Report No:** 2.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Closed Session held on May 28, 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 June 11, 2019: “The Governing Body of the City of Alamogordo, New Mexico, hereby states that on May 28, 2019, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: discussion of real property in regard to offer to purchase Fairgrounds Parking Lot and County request regarding vacating several streets downtown Alamogordo.

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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/11/2019 **Report Date:** 5/31/2019 **Report No:** 3.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon, Ordinance 1592 for final 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 final 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.

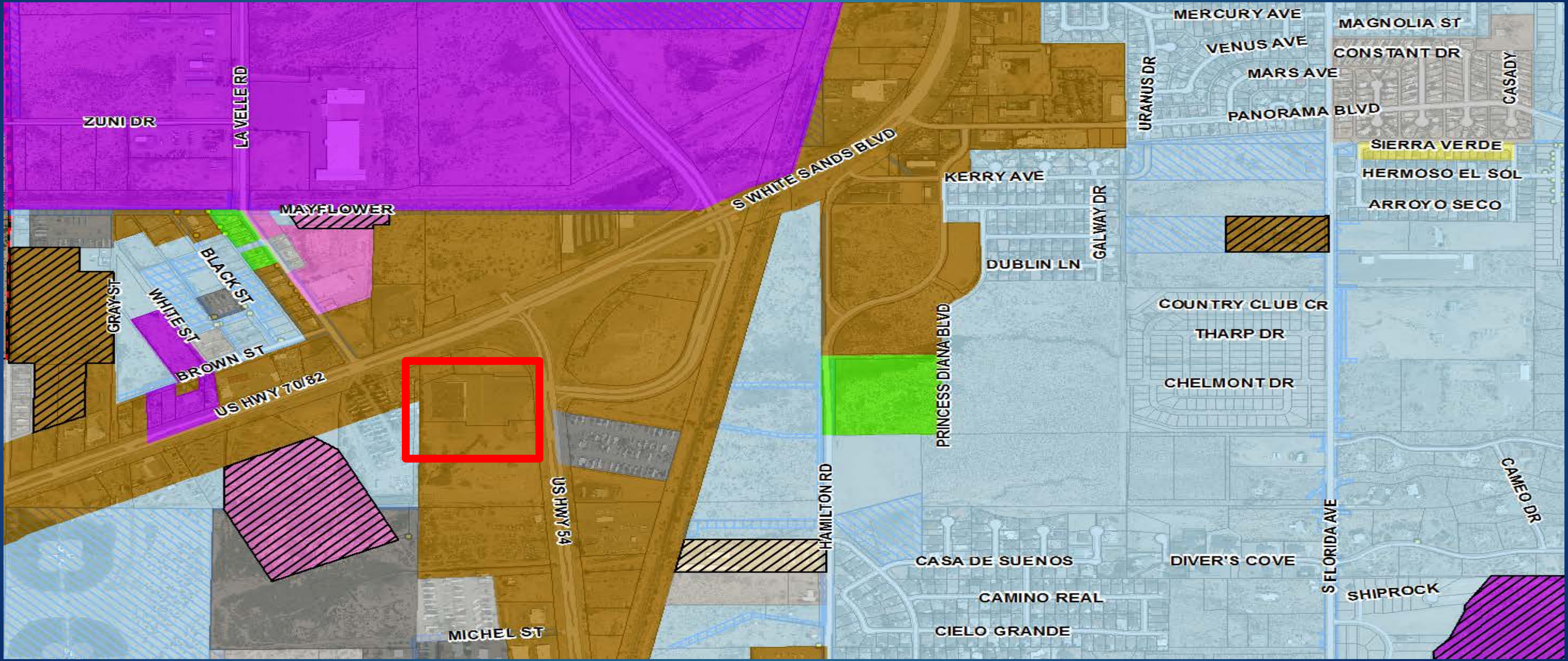
Applicant:

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: 6/11/2019 **Report Date:** 6/3/2019 **Report No:** 4.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, approval of a Capital Outlay Grant Agreement in the amount of $135,000 to plan, design and construct improvements at Alamogordo Public Library. *(Veronica Ortega, Community Services Director)*

Fiscal Impact: $135,000
Amount Budgeted: $135,000.00
Fund: 024

Additional Fiscal Impact: State legislative funding awarded.

Recommendation: Recommend approval of grant agreement.

Background: The City of Alamogordo applied for and received legislative funding to plan, design and construct improvements, including bathrooms and entrances, at the Alamogordo Public Library. The City received grant agreement 19-D3107, in the amount of $135,000, from the New Mexico Department of Finance and Administration, Local Government Division, for approval and signature.

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. 306, 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-D3107 $135,000.00 Appropriation Reversion Date: 30-JUN-23
Laws of 2019, Chapter 277, Section 34, Paragraph 306, One Hundred Thirty-Five Thousand Dollars ($135,000.00) to plan, design and construct improvements, including bathrooms and entrances, at the public library in Alamogordo in Otero county.

The Grantee's total reimbursements shall not exceed One Hundred Thirty-Five Thousand Dollars (**$135,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, One Thousand Three Hundred Fifty Dollars (**$1,350.00**), which equals One Hundred Thirty-Three Thousand Six Hundred Fifty Dollars (**$133,650.00**) (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

City of Alamogordo
Entity Name

By: Richard Boss
(Type or Print Name)

Its: Mayor
(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: 6/11/2019 **Report Date:** 6/3/2019 **Report No:** 5.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, approval of a Capital Outlay Grant Agreement in the amount of $145,750 to purchase and equip buses to comply with the requirements of the Americans with Disabilities Act of 1990. *(Brian Cesar, Interim City Manager)*

Fiscal Impact: $145,000
Amount Budgeted: $145,000.00
Fund: 024

Additional Fiscal Impact: State legislative funding awarded.

Recommendation: Recommend approval of grant agreement.

Background: The City of Alamogordo applied for and received legislative funding to purchase and equip buses to comply with the requirements of the Americans with Disabilities Act of 1990 in Alamogordo. Grant agreement 19-D3102, from the New Mexico Department of Finance and Administration, Local Government Division, awards the City $145,750.00. Once the agreement is fully executed the City will enter into an agreement with Zia Transportation whereby Zia will rent the buses for transportation purposes.

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. 301, 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-D3102 $145,750.00 Appropriation Reversion Date: 30-JUN-21
Laws of 2019, Chapter 277, Section 34, Paragraph 301, One Hundred Forty-Five Thousand Seven Hundred Fifty Dollars ($145,750.00) to purchase and equip buses to comply with the requirements of the Americans with Disabilities Act of 1990 in Alamogordo in Otero county.

The Grantee's total reimbursements shall not exceed One Hundred Forty-Five Thousand Seven Hundred Fifty Dollars (**$145,750.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (**$0.00**), which equals One Hundred Forty-Five Thousand Seven Hundred Fifty Dollars (**$145,750.00**) (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: Debbie Osborne
Title: Grant Coordinator
Address: 1376 E. Ninth Street, Alamogordo, NM, 88310
Email dosborne@ci.alamogordo.nm.us
Telephone: 575-439-4150

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*)

____

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: 6/11/2019 **Report Date:** 6/4/2019 **Report No:** 6.

Submitted By: Diane Malone

Subject: Consider, and act upon, Resolution No. 2019-26 removing uncollectible and unsecured Utility, Library, Public Housing Authority and other miscellaneous accounts from the City's accounts receivable. *(Stephanie Hernandez, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: No Fiscal Impact

Recommendation: Approve the Resolution.

Background: Each year, in order to adjust the Accounts Receivable accounts for doubtful accounts; all City departments are responsible for reviewing outstanding accounts and reporting uncollectible Accounts Receivable accounts to the Director of Finance. The Accounts Receivable from Miscellaneous Accounts Receivable, Public Housing Authority, Utility Billing, Library have been reported as uncollectible and total $58,713.56. All accounts have been deemed uncollectible for various reasons by the Director of Finance.

The City Commission is given authority in NMSA 1978 §3-37-7, to write-off uncollectible Accounts Receivable accounts provided the City's Director of Finance verifies the accounts to be uncollectible.

Note: The detailed uncollectible report is available for reviewing at the Finance Department. In addition, payment will still be accepted after the Accounts Receivable accounts are written-off.

UTILITY BILLING: $27,132.97
The attached list represents outstanding accounts for Water/Sewer/Garbage. The attached list of outstanding Utility Billing includes accounts that have been outstanding and uncollectible for four (4) years or more. This represents delinquent accounts through June 30, 2015.

LIBRARY: $20,902.19
The attached list represents outstanding accounts for Library fees and fines. The attached list of outstanding Library accounts includes accounts from July 1, 2014 through June 30, 2015.

PUBLIC HOUSING AUTHORITY: $2,665.01
The attached list includes outstanding amounts left by tenants. This represents delinquent accounts through March 1, 2018.

Note: PHA tenant accounts allowable write-off after 1 year of uncollectible per HUD Standards.

MISCELLANEOUS A/R: $ 8,013.39

These billings include: Reimbursement to City and Equipment Charges. Collection proved unsuccessful despite contacting different individuals and processing various notices. This represents delinquent accounts through June 30, 2015.

GRAND TOTAL: $ 58,713.56

RESOLUTION NO. 2019-26

A RESOLUTION REMOVING UNCOLLECTIBLE AND UNSECURED UTILITY, LIBRARY, HOUSING AUTHORITY, AND OTHER MISCELLANEOUS ACCOUNTS FROM THE CITY'S ACCOUNTS RECEIVABLE

WHEREAS, there is approximately $27,132.97 owed to the City from Utility accounts, $20,902.19 owed to the City from Library accounts, $2,665.01 owed to the City from Public Housing Authority accounts, and $8,013.39 from other Accounts Receivable accounts that are uncollectible even after diligent collection efforts were initiated; and,

WHEREAS, said accounts have been owed and uncollectible to the City for more than four (4) years; and,

WHEREAS, Section 3-37-7 NMSA 1978, gives the governing body of a municipality the authority to remove certain accounts from its accounts receivable provided that the City's Director of Finance verifies the account to be uncollectible; and,

WHEREAS, pursuant to said Section 3-37-7 NMSA 1978, the Director of Finance of the City of Alamogordo has verified on the attached Affidavit that the accounts listed are uncollectible as well as the total amount to be removed from the City's accounts receivable.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Alamogordo that the City has complied with Section 3-37-7 NMSA 1978 (As Amended) which authorizes the governing body to write off uncollectible accounts.

BE IT FURTHER RESOLVED that after reviewing the attached Affidavit of the Director of Finance Stephanie Hernandez, the City Commission of the City of Alamogordo does hereby authorize the removal from its accounts receivable uncollectible accounts in the amount of $58,713.56 with reasonable adjustment allowance, as described on the Affidavit.

BE FURTHER RESOLVED that the City will consider a resolution addressing uncollectible account write-offs on an annual basis.

DONE this 11th day of June, 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

AFFIDAVIT OF STEPHANIE HERNANDEZ

STATE OF NEW MEXICO)
) ss
COUNTY OF OTERO)

I, Stephanie Hernandez, being duly sworn, depose and say:

1. I am the Director of Finance of the City of Alamogordo, and as such I have supervision over the accounting and finance procedures for the City of Alamogordo.

2. The attached list is of Utility Billing/Library/Public Housing Authority and Misc. Accounts Receivable accounts that have been uncollectible and owed to the City of Alamogordo for more than four years.

3. Customers who received City of Alamogordo services and never paid them incurred the accounts.

4. The City has made diligent efforts to collect on the inactive accounts and to locate the debtors through in-house collection efforts, but have been unsuccessful.

5. It is my opinion that the attached accounts totaling $58,713.56 are uncollectible.

Stephanie Hernandez
Stephanie Hernandez

SUBSCRIBED AND SWORN to before me this 3rd day of June, 2019, by Stephanie Hernandez, Director of Finance of the City of Alamogordo.

April D Jones
Notary Public

My commission expires: 11-21-2021

APRIL D. JONES
NOTARY PUBLIC
STATE OF NEW MEXICO

WRITE OFFS

WRITE OFFS	Utility Billing	Library	Recreation	PHA	MISC. A/R	Return Checks	Civic Center	TOTAL
2015	$23,718.59	$19,138.20	$56.00	$11,815.66	$1,743.26	$1,190.69	$0.00	$57,662.40
2016	$16,316.77	$16,584.77	$194.80	$9,401.35	$4,016.64	$218.43	$0.00	$46,732.76
2017	$18,466.63	$15,876.56	$489.20	$7,669.55	$5,830.61	$172.88	$0.00	$48,505.43
2018	$33,472.09	$17,130.14	$20.70	$3,570.60	$127,212.17	$266.04	$0.00	$181,671.74
2019	**$27,132.97**	**$20,902.19**	**$0.00**	**$2,665.01**	**$8,013.39**	**$0.00**	**$0.00**	**$58,713.56**
TOTAL	**$119,107.05**	**$89,631.86**	**$760.70**	**$35,122.17**	**$146,816.07**	**$1,848.04**	**$0.00**	**$393,285.89**

Averages	**$23,821.41**	**$17,926.37**	**$152.14**	**$7,024.43**	**$29,363.21**	**$369.61**	**$0.00**	**$78,657.18**

SAshe

CITY OF ALAMOGORDO
UTILITY BILLING
WRITE-OFF LISTING
FY 2019

THRU JUNE 30, 2015

ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	TERMINATION DATE	UNPAID BALANCE
76485-17002	Juana Smale & Bobby Hernandez	606 E Arnold Ln	07/23/09	$ 649.80
16269-11920	Roy & Tammy Walker	914 Brooks Ave	12/21/09	$ 528.69
85291-634	Mary & Tim Foreman	1110 Monroe Ave	03/23/10	$ 144.38
65931-10948	Michelle & Mark Sanchez	1813 N Walker Ave	08/23/10	$ 56.07
86283-10762	Charles Zamora	806 3rd St	10/18/10	$ 640.86
26865-19388	Max Romero	1513 American Way	01/18/11	$ 445.45
90411-12008	John Halsel	1104 Wright Ave	03/09/11	$ 358.35
91227-9116	Wendy Melero	400 Maryland Ave	06/06/11	$ 516.63
84339-4046	Sandra Valenzuela	421 Delaware Ave	06/13/11	$ 426.73
39201-10416	David & Judy Petree	1321 Lilac Ln	08/15/11	$ 490.14
59081-6578	Mandy Hanway	1816 Pontiac Dr	08/22/11	$ 915.45
90447-12178	Tommy Gutierrez	822 Travis Ct	09/19/11	$ 172.58
93999-10948	Jason Bohner	1813 N Walker Ave	03/06/12	$ 1,006.41
19913-12178	Angelina Gutierrez	822 Travis Ct	04/30/12	$ 238.36
93099-9116	Amber Cadena	400 Maryland Ave	08/13/12	$ 242.27
88681-500	Lewis T Reed	1206 Monroe Ave	11/19/12	$ 430.74
93447-634	Anthony Or Mary Peterson	1110 Monroe Ave	02/27/13	$ 977.70
94887-12178	Brenda L Younger	822 Travis	05/15/13	$ 472.08
74109-9322	Americas Best Value Inn	1401 White Sands	07/29/13	$ 2,554.55
97351-9116	Teresa Romero	400 Maryland	08/01/13	$ 243.67
94611-10948	Callie M Bennett	1813 Walker	10/14/13	$ 413.80
34167-9612	Charles E & Janice Fender	704 Panorama	01/13/14	$ 1,635.11
98683-26206	Angel Baca	2415 Byrd	01/13/14	$ 488.12
70889-2138	Mike Zajac	118 New York	01/21/14	$ 571.28
6591-4926	Russell L Hoke	1610 Arizona	07/21/14	$ 111.75
74765-19706	Steven R. Johnson	2348 Mesa	07/21/14	$ 183.60
95999-16312	Quanah Loretto	1105 Cuba	07/21/14	$ 50.37
100959-2172	Marie Montreal	504 New York	07/22/14	$ 194.76
98639-15486	Kathryn Rogers	1407 Florida	07/22/14	$ 153.99
100505-4400	Joshua Magallanes	1004 Spruce	07/23/14	$ 87.55
29389-8370	K L Poindexler	3404 Fayne	08/05/14	$ 405.29
83863-37368	La Questa Homes Inc	1001 Chicory	08/05/14	$ 95.73
89003-1242	Samantha Servian	1902 Eighth	08/05/14	$ 94.35
96163-22496	Detrick Mullins	3443 Mesa Verde	08/05/14	$ 138.84
98321-2830	Orlando Guilez	1344 Mckinley	08/05/14	$ 11.33
96639-23000	Meghan Wilson	3329 Sequoia	08/08/14	$ 44.55
56203-10996	Cecilia Martinez Perez	917 Indigo	08/11/14	$ 69.18
96399-11258	Don Cobb	1278 Municipal	08/11/14	$ 440.03
100835-4538	Gloria A Martinez	1108 College	08/22/14	$ 69.25
101631-11458	Joel Terrazas	1006 Paradise	08/25/14	$ 8.53
100003-2590	James Wood	1109 Bellamah	08/26/14	$ 136.52
99723-426	Marc Anthony Urban-Chavez	1625 Aspen Dr C	09/04/14	$ 16.78
69433-11804	Peggy Williams	1273 Mesquite	09/08/14	$ 29.16

THRU JUNE 30, 2015

ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	TERMINATION DATE	UNPAID BALANCE
83443-11940	Tabby Spradlin	1100 Brooks	09/08/14	$ 150.68
79207-12822	Rev Linda L Or W Vencill	802 Arapaho	09/15/14	$ 140.23
83009-18142	Cheryl D & Charles Gallegos	1602 Hawaii	09/15/14	$ 304.69
99789-13392	Daniel Hernandez	507 Spruce	09/15/14	$ 112.69
87455-4490	Tristan Or Gary J Curtis	2306 Pine	09/18/14	$ 179.55
97937-39362	Talia Lambdin	306 Fourth	09/18/14	$ 123.43
100097-602	Harriet Terry	1102 Fillmore	09/22/14	$ 70.07
85451-3334	Maribel Magdaleno	414 Scenic	09/22/14	$ 46.84
93441-3332	Jeremiah Miranda	412 Scenic	09/22/14	$ 126.09
98315-20464	Kassandra Dominguez	1720 Buena Vista Corte	09/22/14	$ 176.71
100637-19434	Pansy Butron	1520 Walnut	10/03/14	$ 30.99
100129-22460	Tawnya Shrock-Davis	1103 Lindberg	10/13/14	$ 81.37
102211-23746	Keith Cruz	1017 Wright Ave	10/16/14	$ 28.95
80269-9806	Raymond Lucero	362 Birdie	10/23/14	$ 90.61
74587-19330	Melissa Woodall	2109 Pecan	10/28/14	$ 160.49
95973-422	Kenneth Millerden	1625 Aspen Dr A	10/29/14	$ 111.40
52067-18532	Lori Padilla	2401 Baylor	10/31/14	$ 2.00
99751-8192	Louie H Peacock	815 Eddy	11/13/14	$ 39.39
88413-14608	Ruben Bonilla	1408 New York	11/19/14	$ 141.84
62729-17008	Jose Torres	607 Arnold	11/25/14	$ 39.60
102887-4680	Briana Allen	2307 Willow	12/02/14	$ 31.48
102235-22462	Margarita Elena Granado	1105 Lindberg	12/17/14	$ 2,704.52
99045-12334	Robert Gardipe	1492 Challenger	12/17/14	$ 45.46
31721-2152	David Reyes	226 New York	12/24/14	$ 3.22
90375-8556	Hannah & Albert Sanchez	3425 Robert H Bradley	01/07/15	$ 75.22
101961-10294	Jason Smith	514 Brookdale	01/12/15	$ 60.22
102277-11264	Arthur Russell	1290 Municipal	01/12/15	$ 185.59
78303-9594	Vickie Joe & Kathleen Thorn	514 Panorama	01/12/15	$ 280.02
96501-14402	Jennifer Or Ernest Benavidez	907 Seventh	01/12/15	$ 182.06
88759-14320	Zina Fuller	1108 Ninth	01/14/15	$ 30.13
98051-15094	Roman Hernandez	1408 Indiana	01/16/15	$ 49.04
101655-4268	Erika Dominguez	205 Maryland	01/20/15	$ 273.11
79975-25258	Heather Mote	1051 Mimosa	01/20/15	$ 112.80
102769-19744	Daniel Or Angela Monroe	1801 Dewey	01/21/15	$ 5.29
101977-15686	Cristal Apgar	1414 Florida	01/26/15	$ 0.30
97613-1264	El Zarape	1504 Tenth	01/26/15	$ 95.77
103223-19796	Andriana Or Michael Furne	2006 Washington	01/29/15	$ 6.28
97117-16080	Sandi Chavez	1305 Filipino	02/23/15	$ 15.32
88339-10074	Alexander Gauna	1308 Incredible	02/25/15	$ 106.37
60031-1354	Ronnie Higgins	1406 Seventh	02/27/15	$ 164.87
62885-24892	Orbie H. Smith	3632 Fernwood	03/03/15	$ 40.99
101743-21928	Lori Eamello	2266 Cherry Hills	03/09/15	$ 41.89
69285-4164	Lane Henley	700 Delaware	03/16/15	$ 64.77
9921-7372	Mike Killebrew	1311 E Canal St	03/24/15	$ 108.67
89273-24240	Brian Craig	502 Venus	03/31/15	$ 192.57
71729-18118	Guy B. Asher	1017 Sixteenth	04/06/15	$ 182.86
99027-9040	Jaime Amaya	407 Texas	04/06/15	$ 213.27

THRU JUNE 30, 2015

ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	TERMINATION DATE	UNPAID BALANCE
103517-18260	Cameron L Coleman	1316 Indian Wells	04/13/15	$ 818.95
97169-13632	Hari Gray	2175 Starlight Ct B	04/27/15	$ 77.97
12257-9062	Elnora Conley	117 Texas	05/04/15	$ 133.49
47381-15276	JC Clower	1418 Ohio	05/04/15	$ 122.53
84517-15518	Terrick & Jessica Thompkins	1207 Florida	05/04/15	$ 176.98
94257-17160	Rosalie & Adan Garibay	1805 Moor	05/04/15	$ 98.21
102675-12058	Dylan Bradley	1019 Wright	05/26/15	$ 80.34
103175-9564	Jason Rocha	601 Mars	05/26/15	$ 144.25
14903-10916	Morris Machine Shop	732 Us Hwy 70	05/26/15	$ 45.76
104081-11478	Rosemarie Gomez	1116 Paradise	06/01/15	$ 58.95
99685-4228	Elisa Or Lucila Anderson	423 Maryland	06/01/15	$ 198.30
103317-11394	Jessica Garcia	1119 Lindberg	06/02/15	$ 121.41
104253-13544	Beatriz Olivas	2102 Starlight Ct B	06/03/15	$ 67.05
102399-17968	Keith Lamczyk	1100 Cauthen	06/08/15	$ 47.07
103881-19796	Justin Batts	2006 Washington	06/08/15	$ 125.96
80101-3730	Sidney Benson	2809 Sunrise	06/08/15	$ 172.91
99171-19196	Amy Ragan	2403 Princeton	06/08/15	$ 142.29
103187-11968	Daryl Owens	1101 Brooks	06/29/15	$ 110.06
		WRITE-OFF TOTAL		**$ 27,132.97**

Alamogordo Public Library Write Off Report

Jul 1, 2014 through Jun 30, 2015

588 patron accounts with damaged/lost fees and overdue fines with a total of $20,902.19
70 patron accounts with damaged/lost fees and overdue fines of $100.00 and up
112 patron accounts with damaged/lost fees and overdue fines of $1.00 or less
215 patron accounts with lost books
777 lost books for a total of $18,477.34
MAX number of lost books in one account =33 books
MIN number of lost books in one account = 1 book
199 accounts with 1-10 lost items
14 accounts with 11-20 lost items
1 account with 21-30 lost items
1 account with 30+ lost items
Amounts in red reflects accounts of $100.00 and up

	Fine Date	Fine	Amount	late fees	lost book	Dmged	total	books	pd.
1	05/19/2015	Lost.	$16.00	$1.00	$16.00		$17.00	1	
2	09/29/2014	OV.	$5.00	$5.00			$5.00		
3	09/29/2014	OV.	$5.00	$5.00			$5.00		
4	01/02/2015	OV.	$0.50	$0.50			$0.50		
5	04/16/2015	OV.	$4.00	$6.00			$6.00		
6	02/24/2015	OV.	$2.50	$29.10			$29.10		
7	03/11/2015	Lost.	$32.00		$76.00		$76.00	4	
8	07/12/2014	Lost.	$24.00		$59.00		$59.00	3	
9	12/02/2014	Lost.	$23.00	$0.40	$212.00		**$212.40**	7	
10	05/04/2015	OV.	$1.20	$3.60			$3.60		
11	06/01/2015	OV.	$0.40	$2.00			$2.00		
12	06/19/2015	Lost.	$24.00		$24.00		$24.00	1	
13	01/22/2015	Lost.	$9.00		$9.00		$9.00	1	
14	04/16/2015	Lost.	$31.00	$2.20	$60.00		$62.20	2	
15	05/30/2015	OV.	$0.30	$0.90			$0.90		

16	10/31/2014	Lost.	$19.00	$0.20	$19.00		$19.20	1	
17	10/31/2014	Lost.	$34.95	$1.00	$116.95		**$117.95**	5	
18	02/11/2015	Lost.	$39.00		$768.00		**$768.00**	33	
19	09/02/2014	OV.	$2.30	$3.20			$3.20		
20	12/01/2014	OV.	$1.20	$15.30			$15.30		
21	06/09/2015	OV.	$0.60	$0.60			$0.60		
22	08/28/2014	OV.	$0.80	$1.20			$1.20		
23	01/24/2015	OV.	$2.40	$2.40			$2.40		
24	08/28/2014	OV.	$0.20	$0.60			$0.60		
25	06/01/2015	OV.	$0.80	$0.80			$0.80		
26	12/12/2014	OV.	$1.00	$2.00			$2.00		
27	07/13/2014	Lost.	$25.00		$43.00		$43.00	2	
28	10/08/2014	OV.	$0.90	$2.70			$2.70		
29	05/28/2015	Lost.	$26.00		$98.00		$98.00	5	
30	06/17/2015	OV.	$0.70	$0.70			$0.70		
31	09/15/2014	Dmge	$8.00		$138.00	$8.00	**$146.00**	5	
32	08/28/2014	OV.	$1.80	$2.80			$2.80		
33	09/10/2014	OV.	$0.70	$0.70			$0.70		
34	06/24/2015	Lost.	$35.00		$35.00		$35.00	1	
35	10/14/2014	OV.	$1.00	$12.50			$12.50		
36	03/16/2015	OV.	$5.00	$32.40			$32.40		
37	11/17/2014	OV.	$0.40	$0.80			$0.80		
38	06/06/2015	OV.	$0.30	$1.20			$1.20		
39	12/25/2014	Lost.	$36.00		$151.00		**$151.00**	5	
40	08/25/2014	OV.	$2.80	$2.80			$2.80		
41	04/27/2015	OV.	$1.50	$3.00			$3.00		
42	07/17/2014	Lost.	$35.00		$35.00		$35.00	1	
43	10/06/2014	OV.	$1.30	$3.40			$3.40		
44	10/03/2014	OV.	$0.80	$4.00			$4.00		

45	01/15/2015	OV.	$3.50	$10.30	$25.00		$35.30	1	
46	08/23/2014	Lost.	$11.00	$3.50	$11.00		$14.50	1	
47	01/03/2015	OV.	$2.50	$2.50			$2.50		
48	05/02/2015	OV.	$0.20	$0.20			$0.20		
49	09/27/2014	Lost.	$32.00	$24.40	$32.00		$56.40	1	
50	03/30/2015	OV.	$1.30	$1.30			$1.30		
51	05/28/2015	OV.	$1.00	$3.90			$3.90		
52	06/15/2015	OV.	$1.70	$26.00			$26.00		
53	03/16/2015	OV.	$0.30	$0.30			$0.30		
54	10/28/2014	OV.	$1.30	$2.60			$2.60		
55	12/17/2014	Lost.	$30.00		$268.00		**$268.00**	11	
56	04/09/2015	OV.	$4.00	$8.00			$8.00		
57	05/07/2015	OV.	$0.70	$0.70			$0.70		
58	05/26/2015	OV.	$0.50	$2.50			$2.50		
59	07/01/2014	OV.	$1.50	$1.50			$1.50		
60	07/17/2014	OV.	$0.50	$0.50			$0.50		
61	07/30/2014	Lost.	$12.00		$24.00		$24.00	2	
62	01/20/2015	OV.	$0.80	$1.60			$1.60		
63	09/10/2014	Lost.	$38.00	$1.60	$149.00		**$150.60**	4	
64	08/19/2014	Lost.	$28.00	$2.40	$28.00		$30.40	1	
65	08/16/2014	OV.	$0.60	$1.80			$1.80		
66	09/24/2014	Lost.	$18.00	$1.20	$18.00		$19.20	1	
67	10/20/2014	Lost.	$28.00		$28.00		$28.00	1	
68	06/18/2015	OV.	$0.70	$2.80			$2.80		
69	07/01/2014	Lost.	$21.00		$84.00		$84.00	4	
70	04/06/2015	OV.	$1.20	$1.20			$1.20		
71	04/25/2015	Lost.	$33.00	$1.20	$96.00		$97.20	4	
72	04/17/2015	OV.	$0.20	$0.60			$0.60		
73	07/14/2014	OV.	$1.50	$9.30			$9.30		

74	08/25/2014	OV.	$5.00	$5.00	$21.00		$26.00	1	
75	06/30/2015	OV.	$0.60	$4.20			$4.20		
76	12/30/2014	OV.	$0.60	$1.20			$1.20		
77	11/24/2014	OV.	$2.00	$2.00			$2.00		
78	12/02/2014	Lost.	$55.00	$13.20	$55.00		$68.20	1	
79	06/16/2015	OV.	$0.40	$2.00			$2.00		
80	07/09/2014	Lost.	$15.00		$15.00		$15.00	1	
81	07/15/2014	Lost.	$21.00		$103.00		**$103.00**	5	
82	01/02/2015	OV.	$0.50	$0.50			$0.50		
83	10/11/2014	Lost.	$43.00		$280.95		**$280.95**	13	
84	01/22/2015	OV.	$3.60	$3.60			$3.60		
85	11/05/2014	Lost.	$28.00		$49.00		$49.00	2	
86	06/19/2015	OV.	$0.60	$3.40			$3.40		
87	08/30/2014	OV.	$2.00	$10.00			$10.00		
88	09/10/2014	Lost.	$30.00	$0.50	$30.00		$30.50	1	
89	07/30/2014	Lost.	$25.00		$73.00		$73.00	3	
90	11/01/2014	Lost.	$14.00		$14.00		$14.00	1	
91	02/14/2015	OV.	$3.90	$21.30			$21.30		
92	08/05/2014	Lost.	$29.00		$49.00		$49.00	2	
93	02/07/2015	Lost.	$18.00	$1.20	$35.00		$36.20	2	
94	12/30/2014	OV.	$1.20	$4.80			$4.80		
95	08/07/2014	Lost.	$24.00		$500.00		**$500.00**	23	
96	05/08/2015	OV.	$4.50	$22.50			$22.50		
97	12/09/2014	OV.	$2.00	$10.30			$10.30		
98	10/30/2014	Lost.	$27.00		$131.00		**$131.00**	6	
99	06/23/2015	OV.	$0.40	$1.60			$1.60		
100	11/13/2014	OV.	$0.60	$0.60			$0.60		
101	09/19/2014	OV.	$0.20	$0.20			$0.20		
102	12/24/2014	Lost.	$34.00		$34.00		$34.00	1	

103	04/30/2015	Lost.	$25.00	$1.60	$25.00		$26.60	1		
104	10/25/2014	Lost.	$21.00		$76.00		$76.00	3		
105	06/23/2015	OV.	$0.20	$0.80			$0.80			
106	09/02/2014	OV.	$0.50	$1.00			$1.00			
107	10/21/2014	Lost.	$55.00	$0.45	$135.00		**$135.45**	4		
108	07/09/2014	Lost.	$23.00	$17.60	$23.00		$40.60	1		
109	12/22/2014	OV.	$0.40	$2.40			$2.40			
110	12/02/2014	OV.	$0.40	$0.40			$0.40			
111	10/23/2014	Lost.	$33.00	$0.40	$33.00		$33.40	1		
112	03/17/2015	OV.	$0.90	$0.90			$0.90			
113	03/17/2015	Lost.	$50.00		$50.00		$50.00	1		
114	05/16/2015	OV.	$1.60	$14.40			$14.40			
115	08/28/2014	OV.	$0.20	$0.40			$0.40			
116	10/04/2014	OV.	$1.60	$1.60			$1.60			
117	07/18/2014	Dmge	$16.00	$20.40		$27.00	$47.40			
118	03/25/2015	Lost.	$25.00	$10.30	$25.00		$35.30	1		
119	04/23/2015	Lost.	$33.00	$0.20	$370.00		**$370.20**	16		
120	03/06/2015	OV.	$0.90	$9.10			$9.10			
121	11/24/2014	Lost.	$65.00	$1.40	$65.00		$66.40	1		
122	09/09/2014	Lost.	$33.00		$119.95		**$119.95**	4		
123	04/11/2015	Lost.	$9.00	$14.80	$9.00		$23.80	1		
124	04/20/2015	OV.	$3.20	$3.20			$3.20			
125	07/21/2014	OV.	$0.30	$2.40			$2.40			
126	03/28/2015	OV.	$0.20	$2.00			$2.00			
127	05/27/2015	Lost.	$25.00		$25.00		$25.00	1		
128	05/21/2015	OV.	$5.00	$5.00			$5.00			
129	11/13/2014	OV.	$0.30	$0.60			$0.60			
130	03/30/2015	OV.	$0.60	$1.20			$1.20			
131	01/07/2015	OV.	$0.20	$0.20			$0.20			

132	09/21/2014	Lost.	$124.75		$245.75		**$245.75**	7	
133	11/29/2014	OV.	$0.40	$0.80			$0.80		
134	10/17/2014	Lost.	$28.00		$274.89		**$274.89**	14	
135	07/18/2014	Lost.	$14.00		$118.00		**$118.00**	5	
136	05/11/2015	OV.	$1.80	$8.80			$8.80		
137	04/10/2015	OV.	$1.10	$2.60			$2.60		
138	05/31/2015	OV.	$0.30	$2.10			$2.10		
139	12/09/2014	OV.	$0.80	$4.00			$4.00		
140	05/21/2015	Lost.	$35.00		$155.00		**$155.00**	5	
141	01/05/2015	OV.	$0.20	$0.20			$0.20		
142	04/01/2015	Lost.	$30.00	$0.60	$135.00		**$135.60**	5	
143	04/01/2015	Lost.	$18.00		$148.00		**$148.00**	7	
144	12/18/2014	OV.	$0.30	$3.00			$3.00		
145	12/18/2014	OV.	$0.30	$2.70			$2.70		
146	12/18/2014	OV.	$1.40	$4.60			$4.60		
147	09/27/2014	OV.	$0.50	$2.50			$2.50		
148	11/07/2014	OV.	$3.10	$7.90			$7.90		
149	09/29/2014	OV.	$0.40	$4.00			$4.00		
150	09/26/2014	OV.	$0.20	$2.20			$2.20		
151	09/15/2014	OV.	$2.80	$25.20			$25.20		
152	10/02/2014	Lost.	$26.00	$4.20	$52.00		$56.20	3	
153	08/08/2014	OV.	$0.40	$1.70		$3.50	$5.20		
154	10/02/2014	Lost.	$12.00	$4.20	$12.00		$16.20	1	
155	09/11/2014	OV.	$1.00	$1.00			$1.00		
156	08/02/2014	OV.	$0.80	$0.80			$0.80		
157	08/08/2014	OV.	$0.30	$0.90			$0.90		
158	08/19/2014	OV.	$1.00	$1.40			$1.40		
159	08/11/2014	OV.	$0.90	$0.90			$0.90		
160	04/28/2015	Lost.	$25.00		$45.00		$45.00	2	

161	08/08/2014	OV.	$0.40	$0.70			$0.70		
162	08/08/2014	OV.	$0.40	$1.60			$1.60		
163	02/06/2015	Lost.	$41.00		$41.00		$41.00	1	
164	10/17/2014	OV.	$1.40	$2.80			$2.80		
165	10/24/2014	OV.	$0.30	$0.30			$0.30		
166	10/07/2014	Lost.	$32.00	$8.40	$32.00		$40.40	1	
167	12/24/2014	Lost.	$25.00	$2.40	$25.00		$27.40	1	
168	04/30/2015	Lost.	$14.00		$14.00		$14.00	1	
169	10/09/2014	Lost.	$11.00		$11.00		$11.00	1	
170	08/18/2014	OV.	$2.80	$10.00			$10.00		
171	11/26/2014	OV.	$1.20	$1.20			$1.20		
172	06/17/2015	OV.	$1.30	$8.70			$8.70		
173	07/21/2014	OV.	$0.50	$3.50			$3.50		
174	04/06/2015	OV.	$0.20	$1.00			$1.00		
175	07/25/2014	OV.	$0.60	$2.40			$2.40		
176	07/31/2014	OV.	$0.60	$0.60			$0.60		
177	08/01/2014	OV.	$3.70	$11.20			$11.20		
178	05/13/2015	OV.	$0.50	$1.90			$1.90		
179	01/03/2015	OV.	$0.50	$0.50			$0.50		
180	12/23/2014	Lost.	$35.00		$135.00		**$135.00**	5	
181	10/07/2014	Lost.	$30.00		$30.00		$30.00	1	
182	03/15/2015	Lost.	$19.00		$19.00		$19.00	1	
183	12/20/2014	OV.	$1.80	$9.00			$9.00		
184	01/21/2015	Lost.	$35.00	$11.80	$35.00		$46.80	1	
185	11/26/2014	Lost.	$19.00	$2.00	$155.00		**$157.00**	8	
186	11/12/2014	OV.	$0.80	$1.00			$1.00		
187	10/20/2014	OV.	$0.60	$3.00			$3.00		
188	09/05/2014	OV.	$1.50	$7.50			$7.50		
189	10/26/2014	Lost.	$28.00		$106.00		**$106.00**	5	

190	09/30/2014	OV.	$1.40	$1.40			$1.40		
191	10/30/2014	OV.	$4.00	$4.00	$18.00		$22.00	1	
192	01/15/2015	OV.	$3.10	$15.50			$15.50		
193	11/18/2014	OV.	$0.80	$2.40			$2.40		
194	11/18/2014	OV.	$0.80	$1.60			$1.60		
195	01/21/2015	OV.	$0.50	$2.00			$2.00		
196	08/26/2014	Lost.	$24.00		$144.00		**$144.00**	6	
197	11/07/2014	OV.	$1.30	$3.90			$3.90		
198	02/26/2015	OV.	$0.80	$2.40			$2.40		
199	08/26/2014	OV.	$0.80	$3.20			$3.20		
200	10/15/2014	OV.	$2.60	$6.70			$6.70		
201	09/03/2014	OV.	$1.60	$8.00			$8.00		
202	02/11/2015	Lost.	$33.00		$250.95		**$250.95**	12	
203	09/13/2014	Lost.	$36.00		$158.00		**$158.00**	5	
204	08/25/2014	OV.	$1.10	$8.60			$8.60		
205	06/04/2015	OV.	$5.00	$40.00			$40.00		
206	05/23/2015	Lost.	$21.00		$21.00		$21.00	1	
207	12/02/2014	OV.	$2.30	$7.90			$7.90		
208	11/06/2014	Lost.	$20.00		$38.00		$38.00	2	
209	07/31/2014	Lost.	$35.00		$125.00		**$125.00**	5	
210	07/21/2014	OV.	$0.50	$1.50			$1.50		
211	11/21/2014	Lost.	$32.00		$141.00		**$141.00**	6	
212	03/19/2015	OV.	$1.50	$6.90			$6.90		
213	07/18/2014	OV.	$0.30	$0.60			$0.60		
214	01/16/2015	Lost.	$15.00		$28.00		$28.00	2	
215	01/24/2015	Lost.	$28.00		$133.95		**$133.95**	6	
216	07/14/2014	OV.	$0.50	$2.50			$2.50		
217	05/21/2015	OV.	$1.80	$12.60			$12.60		
218	06/17/2015	OV.	$0.60	$1.80			$1.80		

219	04/08/2015	Lost.	$11.00		$11.00		$11.00	1	
220	10/08/2014	OV.	$0.30	$3.00			$3.00		
221	01/28/2015	OV.	$0.20	$0.40			$0.40		
222	05/27/2015	Lost.	$20.00		$20.00		$20.00	1	
223	11/13/2014	OV.	$3.70	$11.10			$11.10		
224	03/23/2015	OV.	$0.20	$1.00			$1.00		
225	01/07/2015	OV.	$0.40	$1.60			$1.60		
226	10/29/2014	Lost.	$24.00	$1.00	$24.00		$25.00	1	
227	06/23/2015	OV.	$5.00	$10.00			$10.00		
228	01/06/2015	OV.	$1.70	$6.10			$6.10		
229	06/08/2015	Lost.	$102.00		$183.00		**$183.00**	4	
230	11/15/2014	Lost.	$32.00		$32.00		$32.00	1	
231	01/13/2015	Lost.	$23.00		$188.00		**$188.00**	13	
232	01/13/2015	Lost.	$33.00		$116.00		**$116.00**	4	
233	05/12/2015	OV.	$0.40	$0.80			$0.80		
234	01/13/2015	Lost.	$19.00		$77.00		$77.00	7	
235	08/11/2014	OV.	$0.40	$4.00			$4.00		
236	09/05/2014	Lost.	$16.00	$10.50	$16.00		$26.50	1	
237	10/06/2014	OV.	$1.20	$6.00			$6.00		
238	07/21/2014	OV.	$5.00	$5.00			$5.00		
239	05/29/2015	Lost.	$17.95	$1.60	$322.95		**$324.55**	9	
240	04/27/2015	OV.	$1.90	$1.90			$1.90		
241	09/08/2014	OV.	$0.80	$6.40			$6.40		
242	03/31/2015	Lost.	$29.00		$29.00		$29.00	1	
243	08/08/2014	OV.	$0.80	$0.80			$0.80		
244	09/16/2014	Lost.	$25.00		$25.00		$25.00	1	
245	11/19/2014	OV.	$1.20	$4.20			$4.20		
246	09/02/2014	OV.	$0.40	$0.40			$0.40		
247	06/03/2015	OV.	$1.20	$1.20			$1.20		

248	06/08/2015	Dmge	$20.00	$9.20		$20.00	$29.20		
249	02/23/2015	OV.	$2.00	$14.50			$14.50		
250	02/23/2015	OV.	$0.60	$7.20			$7.20		
251	09/11/2014	OV.	$5.00	$21.40	$26.00		$47.40	2	
252	03/21/2015	OV.	$0.20	$0.20			$0.20		
253	09/20/2014	OV.	$0.70	$0.70			$0.70		
254	11/25/2014	OV.	$1.20	$1.20			$1.20		
255	07/16/2014	OV.	$1.00	$5.00			$5.00		
256	09/11/2014	Lost.	$25.00		$146.00		**$146.00**	7	
257	09/11/2014	Lost.	$20.00		$173.00		**$173.00**	7	
258	12/22/2014	OV.	$3.30	$3.30			$3.30		
259	07/03/2014	OV.	$1.70	$14.50			$14.50		
260	08/04/2014	OV.	$3.10	$15.50			$15.50		
261	10/08/2014	OV.	$5.00	$19.30			$19.30		
262	10/23/2014	OV.	$0.80	$0.80			$0.80		
263	07/02/2014	OV.	$0.70	$2.10			$2.10		
264	11/13/2014	OV.	$2.40	$8.40			$8.40		
265	03/03/2015	OV.	$4.90	$19.60			$19.60		
266	12/11/2014	OV.	$0.70	$0.70			$0.70		
267	08/04/2014	OV.	$5.00	$10.00			$10.00		
268	07/10/2014	OV.	$5.00	$35.00			$35.00		
269	10/08/2014	Lost.	$18.00	$9.30	$18.00		$27.30	1	
270	06/09/2015	Lost.	$36.00		$91.00		$91.00	4	
271	03/14/2015	Lost.	$12.00		$57.00		$57.00	3	
272	06/10/2015	OV.	$0.60	$1.80			$1.80		
273	12/19/2014	OV.	$2.50	$5.00			$5.00		
274	03/09/2015	OV.	$0.40	$1.20			$1.20		
275	08/08/2014	Lost.	$27.00		$90.00		$90.00	4	
276	01/22/2015	OV.	$0.60	$1.80			$1.80		

277	12/04/2014	Lost.	$31.00		$138.00		**$138.00**	5	
278	03/18/2015	OV.	$0.60	$0.60			$0.60		
279	06/15/2015	OV.	$0.20	$0.20			$0.20		
280	09/02/2014	OV.	$1.20	$1.25			$1.25		
281	03/27/2015	OV.	$1.00	$1.00			$1.00		
282	10/07/2014	Lost.	$23.00		$23.00		$23.00	1	
283	09/04/2014	Lost.	$45.00		$253.00		**$253.00**	8	
284	07/02/2014	Lost.	$19.00		$19.00		$19.00	1	
285	02/17/2015	OV.	$1.30	$6.50			$6.50		
286	09/23/2014	Lost.	$19.00	$0.40	$19.00		$19.40	1	
287	11/15/2014	OV.	$1.50	$2.80			$2.80		
288	06/24/2015	OV.	$0.20	$0.60			$0.60		
289	03/18/2015	OV.	$0.20	$0.20			$0.20		
290	10/25/2014	Lost.	$29.00	$1.40	$49.00		$50.40	2	
291	09/16/2014	Lost.	$31.00	$2.50	$31.00		$33.50	1	
292	05/21/2015	OV.	$0.30	$0.90			$0.90		
293	07/25/2014	OV.	$5.00	$61.40	$24.00		$85.40	1	
294	04/20/2015	OV.	$0.20	$0.20			$0.20		
295	07/07/2014	OV.	$0.30	$0.60			$0.60		
296	09/02/2014	OV.	$4.00	$33.10	$35.00		$68.10	1	
297	05/22/2015	Lost.	$25.00		$25.00		$25.00	1	
298	12/10/2014	Lost.	$40.00		$90.95		$90.95	3	
299	07/25/2014	OV.	$1.90	$9.50			$9.50		
300	01/26/2015	OV.	$5.00	$20.00	$27.00		$47.00	1	
301	10/10/2014	OV.	$0.40	$0.40			$0.40		
302	10/10/2014	OV.	$0.30	$0.30			$0.30		
303	01/17/2015	OV.	$0.60	$4.00			$4.00		
304	11/20/2014	OV.	$1.10	$8.50			$8.50		
305	10/09/2014	OV.	$0.70	$1.90			$1.90		

306	12/17/2014	OV.	$4.60	$27.50			$27.50		
307	04/17/2015	OV.	$0.30	$0.30			$0.30		
308	12/20/2014	OV.	$0.60	$1.20			$1.20		
309	07/10/2014	Lost.	$15.00		$15.00		$15.00	1	
310	06/24/2015	Lost.	$24.00		$112.00		**$112.00**	5	
311	08/04/2014	OV.	$0.30	$0.60			$0.60		
312	06/13/2015	Dmge	$16.00	$5.00		$16.00	$21.00		
313	10/07/2014	OV.	$0.40	$1.20			$1.20		
314	06/13/2015	OV.	$0.60	$1.20			$1.20		
315	07/15/2014	Lost.	$30.00		$30.00		$30.00	1	
316	11/18/2014	OV.	$1.40	$7.00			$7.00		
317	11/18/2014	OV.	$1.40	$2.80			$2.80		
318	06/19/2015	OV.	$5.00	$5.00	$84.00		$89.00	3	
319	04/20/2015	OV.	$1.20	$2.40			$2.40		
320	02/05/2015	OV.	$0.60	$0.60			$0.60		
321	04/14/2015	OV.	$0.20	$0.80			$0.80		
322	09/27/2014	OV.	$1.80	$3.00			$3.00		
323	05/09/2015	Lost.	$36.00	$7.60	$36.00		$43.60	1	
324	07/21/2014	OV.	$0.40	$0.80			$0.80		
325	06/13/2015	Lost.	$33.00		$63.00		$63.00	2	
326	06/27/2015	OV.	$0.40	$0.80			$0.80		
327	10/26/2014	Lost.	$30.00		$80.00		$80.00	3	
328	01/05/2015	OV.	$0.20	$0.20			$0.20		
329	04/07/2015	OV.	$1.20	$3.60			$3.60		
330	02/19/2015	Lost.	$25.00		$25.00		$25.00	1	
331	10/08/2014	OV.	$1.20	$4.80			$4.80		
332	01/13/2015	Lost.	$17.00		$62.00		$62.00	3	
333	04/13/2015	OV.	$0.50	$0.50			$0.50		
334	01/02/2015	Lost.	$40.00		$382.50		**$382.50**	16	

335	06/26/2015	OV.	$0.60	$2.40			$2.40		
336	06/26/2015	OV.	$0.60	$1.80			$1.80		
337	03/11/2015	Lost.	$13.00		$13.00		$13.00	1	
338	11/05/2014	Lost.	$45.00		$70.00		$70.00	2	
339	12/06/2014	Lost.	$24.00		$138.00		**$138.00**	7	
340	04/01/2015	Lost.	$30.00	$5.40	$30.00		$35.40	1	
341	07/30/2014	Lost.	$20.00	$9.50	$20.00		$29.50	1	
342	02/06/2015	Lost.	$31.00	$1.00	$31.00		$32.00	1	
343	10/02/2014	Lost.	$13.00	$8.35	$13.00		$21.35	1	
344	03/09/2015	OV.	$1.60	$3.20			$3.20		
345	03/28/2015	Lost.	$10.00		$10.00		$10.00	1	
346	08/12/2014	OV.	$1.20	$1.20			$1.20		
347	11/12/2014	OV.	$2.40	$9.70			$9.70		
348	05/22/2015	OV.	$4.80	$9.60			$9.60		
349	09/18/2014	Lost.	$25.00		$25.00		$25.00	1	
350	03/05/2015	Lost.	$30.00	$1.80	$30.00		$31.80	1	
351	04/01/2015	Lost.	$45.00		$106.00		**$106.00**	3	
352	06/29/2015	Lost.	$33.00		$66.00		$66.00	2	
353	03/31/2015	OV.	$0.40	$3.10			$3.10		
354	08/19/2014	Lost.	$22.00		$66.00		$66.00	3	
355	06/05/2015	OV.	$2.40	$10.80			$10.80		
356	12/24/2014	Lost.	$19.00		$19.00		$19.00	1	
357	02/07/2015	OV.	$0.60	$1.80			$1.80		
358	11/17/2014	OV.	$0.50	$2.50			$2.50		
359	03/30/2015	OV.	$0.80	$3.40			$3.40		
360	11/20/2014	Lost.	$17.00		$17.00		$17.00	1	
361	06/23/2015	OV.	$1.10	$1.70			$1.70		
362	11/20/2014	Lost.	$34.00	$2.00	$34.00		$36.00	1	
363	01/26/2015	OV.	$1.90	$6.70			$6.70		

364	10/20/2014	OV.	$0.70	$1.30			$1.30		
365	05/21/2015	OV.	$0.30	$1.20			$1.20		
366	01/14/2015	OV.	$2.90	$2.90			$2.90		
367	10/22/2014	OV.	$0.40	$0.40			$0.40		
368	05/07/2015	Lost.	$24.00		$24.00		$24.00	1	
369	12/29/2014	OV.	$0.50	$0.50			$0.50		
370	09/05/2014	Lost.	$10.00	$4.70	$10.00		$14.70	1	
371	11/22/2014	Lost.	$22.00		$133.00	$17.50	**$150.50**	5	
372	08/20/2014	OV.	$1.40	$2.80			$2.80		
373	09/18/2014	Lost.	$27.60	$7.90	$27.60		$35.50	1	
374	10/10/2014	OV.	$2.80	$11.20			$11.20		
375	12/29/2014	OV.	$1.70	$1.70			$1.70		
376	04/04/2015	OV.	$0.20	$0.20			$0.20		
377	06/29/2015	OV.	$0.50	$0.50			$0.50		
378	03/26/2015	OV.	$1.10	$3.30			$3.30		
379	05/19/2015	OV.	$4.20	$5.50			$5.50		
380	12/23/2014	OV.	$0.60	$2.40			$2.40		
381	07/17/2014	OV.	$0.20	$1.20			$1.20		
382	09/27/2014	OV.	$5.00	$5.00			$5.00		
383	08/07/2014	OV.	$0.80	$1.60			$1.60		
384	02/05/2015	OV.	$0.50	$0.50			$0.50		
385	09/25/2014	OV.	$2.30	$6.90			$6.90		
386	04/04/2015	Lost.	$13.00		$39.00		$39.00	3	
387	12/17/2014	OV.	$0.20	$0.60			$0.60		
388	11/17/2014	Lost.	$34.00	$1.00	$49.00		$50.00	2	
389	06/06/2015	OV.	$0.20	$0.40			$0.40		
390	08/25/2014	Lost.	$32.00	$2.20	$32.00		$34.20	1	
391	10/29/2014	Lost.	$28.00	$1.20	$28.00		$29.20	1	
392	12/01/2014	OV.	$0.30	$0.30			$0.30		

393	07/12/2014	Lost.	$35.00		$140.00		**$140.00**	5	
394	12/03/2014	OV.	$0.20	$0.20			$0.20		
395	07/14/2014	OV.	$0.50	$0.50			$0.50		
396	02/13/2015	OV.	$0.80	$0.80			$0.80		
397	02/03/2015	Lost.	$19.00	$2.40	$19.00		$21.40	1	
398	05/14/2015	Lost.	$21.00		$159.00		**$159.00**	9	
399	12/17/2014	OV.	$3.60	$3.60			$3.60		
400	11/18/2014	OV.	$1.90	$3.80			$3.80		
401	11/18/2014	OV.	$1.90	$3.80			$3.80		
402	11/18/2014	OV.	$1.90	$5.70			$5.70		
403	08/13/2014	Lost.	$36.00	$0.70	$36.00		$36.70	1	
404	07/25/2014	OV.	$2.70	$2.70			$2.70		
405	04/14/2015	OV.	$3.40	$3.40			$3.40		
406	06/15/2015	OV.	$0.90	$5.40			$5.40		
407	01/28/2015	OV.	$0.20	$0.40			$0.40		
408	01/28/2015	OV.	$0.20	$0.80			$0.80		
409	08/08/2014	OV.	$0.20	$0.80			$0.80		
410	01/16/2015	OV.	$0.40	$0.40			$0.40		
411	09/27/2014	OV.	$5.00	$7.00	$121.00		**$128.00**	5	
412	06/09/2015	Lost.	$65.00		$131.00		**$131.00**	4	
413	01/17/2015	Lost.	$25.00	$50.00	$111.00		**$161.00**	6	
414	01/28/2015	OV.	$0.70	$0.70			$0.70		
415	11/18/2014	Lost.	$22.00		$44.00		$44.00	2	
416	09/30/2014	Lost.	$24.00		$189.00		**$189.00**	10	
417	02/12/2015	OV.	$5.00	$11.60			$11.60		
418	05/28/2015	OV.	$0.50	$2.00			$2.00		
419	04/28/2015	OV.	$5.00	$10.00			$10.00		
420	10/07/2014	OV.	$1.20	$2.20			$2.20		
421	08/16/2014	OV.	$0.30	$0.30			$0.30		

422	06/16/2015	OV.	$0.60	$0.60			$0.60		
423	08/12/2014	Lost.	$35.00	$0.60	$35.00		$35.60	1	
424	08/12/2014	Lost.	$15.00		$15.00		$15.00	1	
425	08/25/2014	OV.	$1.60	$8.00			$8.00		
426	03/26/2015	OV.	$0.20	$0.40			$0.40		
427	09/06/2014	OV.	$5.00	$10.00			$10.00		
428	06/17/2015	Lost.	$27.50		$27.50		$27.50	1	
429	07/16/2014	Lost.	$15.00		$80.00		$80.00	4	
430	03/10/2015	OV.	$1.70	$7.90			$7.90		
431	06/27/2015	OV.	$0.20	$3.20			$3.20		
432	10/09/2014	OV.	$0.60	$3.00			$3.00		
433	07/26/2014	Lost.	$23.00		$105.00		**$105.00**	4	
434	05/09/2015	Lost.	$20.00		$20.00		$20.00	1	
435	04/07/2015	OV.	$0.60	$3.00			$3.00		
436	12/08/2014	OV.	$4.10	$11.60			$11.60		
437	08/11/2014	OV.	$1.20	$8.40			$8.40		
438	03/24/2015	Lost.	$34.00		$117.00		**$117.00**	4	
439	11/11/2014	OV.	$1.00	$1.00			$1.00		
440	02/06/2015	OV.	$0.40	$0.40			$0.40		
441	11/04/2014	OV.	$1.20	$6.00			$6.00		
442	11/29/2014	OV.	$0.30	$0.30			$0.30		
443	06/25/2015	OV.	$0.40	$1.60			$1.60		
444	10/29/2014	OV.	$1.30	$5.20			$5.20		
445	06/08/2015	OV.	$2.10	$4.20			$4.20		
446	11/03/2014	OV.	$2.70	$8.10			$8.10		
447	03/05/2015	OV.	$0.70	$0.70			$0.70		
448	08/18/2014	OV.	$5.00	$15.00			$15.00		
449	06/26/2015	OV.	$0.20	$0.40			$0.40		
450	05/28/2015	OV.	$0.50	$4.00			$4.00		

451	05/04/2015	OV.	$0.60	$0.60			$0.60		
452	07/24/2014	OV.	$1.30	$5.20			$5.20		
453	01/20/2015	Lost.	$22.00		$44.00		$44.00	2	
454	07/30/2014	OV.	$1.00	$1.00			$1.00		
455	06/24/2015	OV.	$0.20	$1.60			$1.60		
456	09/03/2014	OV.	$1.00	$6.00			$6.00		
457	01/03/2015	OV.	$3.00	$15.00			$15.00		
458	05/06/2015	Lost.	$22.00		$22.00		$22.00	1	
459	03/06/2015	OV.	$1.50	$6.00			$6.00		
460	09/23/2014	Dmge.	$8.50			$25.50	$25.50		
461	04/11/2015	Lost.	$31.00		$213.00		**$213.00**	10	
462	12/26/2014	OV.	$0.80	$1.60			$1.60		
463	06/29/2015	OV.	$0.80	$14.80			$14.80		
464	02/11/2015	Lost.	$24.00		$294.00		**$294.00**	12	
465	04/08/2015	OV.	$0.40	$0.80			$0.80		
466	05/05/2015	Lost.	$21.00		$57.00		$57.00	4	
467	09/02/2014	Lost.	$30.00	$14.40	$30.00		$44.40	1	
468	06/01/2015	Lost.	$30.00		$30.00		$30.00	1	
469	05/22/2015	Lost.	$40.00	$10.40	$82.00		$92.40	3	
470	06/19/2015	Lost.	$35.00		$35.00		$35.00	1	
471	05/15/2015	OV.	$1.50	$1.50			$1.50		
472	09/10/2014	Lost.	$19.00		$111.00		**$111.00**	6	
473	09/13/2014	OV.	$0.40	$2.00			$2.00		
474	04/23/2015	Lost.	$32.00		$244.00		**$244.00**	11	
475	03/29/2015	Lost.	$9.00		$9.00		$9.00	1	
476	11/14/2014	OV.	$1.60	$34.00			$34.00		
477	01/28/2015	OV.	$0.60	$0.60			$0.60		
478	12/08/2014	OV.	$0.90	$9.30			$9.30		
479	12/18/2014	OV.	$0.60	$1.20			$1.20		

480	10/16/2014	OV.	$1.10	$3.30			$3.30		
481	06/25/2015	Lost.	$35.00	$3.40	$35.00		$38.40	1	
482	05/18/2015	OV.	$0.60	$0.60			$0.60		
483	08/20/2014	OV.	$1.60	$1.60			$1.60		
484	09/30/2014	OV.	$1.80	$7.40			$7.40		
485	01/09/2015	OV.	$0.30	$2.40			$2.40		
486	04/18/2015	Lost.	$23.00	$10.70	$23.00		$33.70	1	
487	02/04/2015	Lost.	$19.00		$28.00		$28.00	2	
488	02/04/2015	Lost.	$29.00		$51.00		$51.00	2	
489	07/02/2014	OV.	$1.20	$1.20			$1.20		
490	03/27/2015	OV.	$1.30	$1.30			$1.30		
491	06/15/2015	OV.	$0.40	$2.00			$2.00		
492	02/07/2015	Lost.	$19.00	$9.80	$19.00		$28.80	1	
493	11/28/2014	Lost.	$25.00		$277.00		**$277.00**	15	
494	02/25/2015	OV.	$5.00	$24.50			$24.50		
495	06/19/2015	Lost.	$30.00		$248.00		**$248.00**	11	
496	09/27/2014	OV.	$5.00	$56.00	$275.50		**$331.50**	15	
497	02/10/2015	OV.	$0.30	$1.20			$1.20		
498	07/21/2014	OV.	$5.00	$5.00			$5.00		
499	05/22/2015	Lost.	$10.00		$10.00		$10.00	1	
500	06/17/2015	OV.	$0.80	$4.00			$4.00		
501	01/12/2015	OV.	$0.70	$1.40			$1.40		
502	05/27/2015	OV.	$4.30	$4.30			$4.30		
503	03/14/2015	OV.	$1.10	$3.30			$3.30		
504	11/15/2014	OV.	$0.50	$0.50			$0.50		
505	05/30/2015	OV.	$1.00	$1.00			$1.00		
506	09/02/2014	OV.	$1.20	$4.80			$4.80		
507	02/26/2015	OV.	$0.80	$0.80			$0.80		
508	11/07/2014	Lost.	$27.00		$153.00		**$153.00**	7	

509	04/06/2015	OV.	$0.90	$0.90			$0.90		
510	08/08/2014	Lost.	$30.00		$49.00		$49.00	2	
511	05/15/2015	Lost.	$25.00		$172.00		**$172.00**	6	
512	10/01/2014	OV.	$3.60	$18.00			$18.00		
513	02/18/2015	OV.	$0.60	$0.60			$0.60		
514	06/05/2015	OV.	$0.30	$0.30			$0.30		
515	05/13/2015	OV.	$0.30	$1.50			$1.50		
516	09/29/2014	OV.	$2.30	$6.90			$6.90		
517	10/22/2014	OV.	$1.90	$11.40			$11.40		
518	04/29/2015	OV.	$3.90	$42.90			$42.90		
519	05/28/2015	OV.	$0.30	$1.20			$1.20		
520	06/15/2015	Lost.	$29.00		$112.00		**$112.00**	4	
521	09/26/2014	OV.	$0.30	$1.50			$1.50		
522	04/01/2015	OV.	$3.70	$3.70	$111.00		**$114.70**	4	
523	03/18/2015	OV.	$4.90	$19.60	$106.00		**$125.60**	3	
524	02/23/2015	Lost.	$30.00	$6.10	$75.00		$81.10	3	
525	03/03/2015	OV.	$2.40	$6.00			$6.00		
526	11/15/2014	Lost.	$20.00	$1.50	$20.00		$21.50	1	
527	09/25/2014	OV.	$4.20	$4.20			$4.20		
528	12/25/2014	Lost.	$15.00		$15.00		$15.00	1	
529	08/08/2014	Lost.	$26.00		$26.00		$26.00	1	
530	01/08/2015	Lost.	$9.00	$21.90	$93.00		**$114.90**	5	
531	06/13/2015	Lost.	$12.00	$12.60	$12.00		$24.60	1	
532	03/14/2015	OV.	$1.10	$5.50			$5.50		
533	08/12/2014	Lost.	$25.00		$25.00		$25.00	1	
534	12/02/2014	OV.	$0.40	$2.00			$2.00		
535	04/23/2015	Lost.	$20.00		$256.00		**$256.00**	7	
537	08/15/2014	OV.	$0.30	$1.20			$1.20		
538	09/30/2014	Lost.	$34.00		$314.00		**$314.00**	16	

539	04/15/2015	OV.	$0.50	$0.50			$0.50		
540	11/08/2014	OV.	$5.00	$5.00			$5.00		
541	11/24/2014	OV.	$0.40	$2.80			$2.80		
542	10/09/2014	OV.	$0.70	$1.90			$1.90		
543	10/28/2014	OV.	$2.40	$2.40			$2.40		
544	02/18/2015	OV.	$0.20	$0.20			$0.20		
545	03/29/2015	Lost.	$25.00	$0.20	$136.00		**$136.20**	6	
546	03/15/2015	Lost.	$30.00	$1.00	$30.00		$31.00	1	
547	04/01/2015	Lost.	$30.00	$2.20	$30.00		$32.20	1	
548	02/18/2015	OV.	$1.40	$2.40			$2.40		
549	08/16/2014	OV.	$5.00	$15.00			$15.00		
550	09/05/2014	Lost.	$35.00	$1.50	$122.00		**$123.50**	5	
551	07/10/2014	OV.	$3.90	$27.10			$27.10		
552	05/21/2015	Lost.	$45.00	$7.60	$45.00		$52.60	1	
553	02/11/2015	OV.	$0.50	$5.00			$5.00		
554	02/02/2015	OV.	$0.70	$3.50			$3.50		
555	07/17/2014	OV.	$0.20	$0.40			$0.40		
556	10/22/2014	OV.	$1.70	$3.40			$3.40		
557	05/16/2015	OV.	$1.60	$11.20			$11.20		
558	08/13/2014	Lost.	$9.00	$3.00	$9.00		$12.00	1	
559	03/23/2015	OV.	$1.10	$1.10			$1.10		
560	02/04/2015	OV.	$1.50	$4.50			$4.50		
561	07/07/2014	OV.	$0.20	$0.80			$0.80		
562	02/04/2015	OV.	$2.50	$9.50			$9.50		
563	01/30/2015	OV.	$0.20	$0.40			$0.40		
564	04/17/2015	Lost.	$15.00		$30.00		$30.00	2	
565	10/25/2014	OV.	$0.20	$0.40			$0.40		
566	04/08/2015	OV.	$0.70	$0.70			$0.70		
567	03/02/2015	OV.	$0.50	$3.00			$3.00		

568	10/16/2014	Lost.	$40.00	$1.60	$85.95		$87.55	3	
569	07/30/2014	Lost.	$42.00		$42.00		$42.00	1	
570	02/17/2015	OV.	$0.50	$2.50			$2.50		
571	02/19/2015	OV.	$0.30	$0.70			$0.70		
572	04/20/2015	OV.	$0.20	$0.60			$0.60		
573	01/12/2015	OV.	$4.10	$15.70	$36.00	$8.50	$60.20	1	
574	10/25/2014	OV.	$0.20	$1.00			$1.00		
575	08/25/2014	OV.	$0.40	$0.40			$0.40		
576	04/01/2015	Lost.	$25.00	$0.70	$115.00		**$115.70**	6	
577	08/06/2014	Lost.	$35.00		$163.00		**$163.00**	5	
578	11/20/2014	OV.	$1.30	$1.30			$1.30		
579	10/01/2014	OV.	$0.50	$1.50			$1.50		
580	12/06/2014	Lost.	$30.00		$431.00		**$431.00**	15	
581	01/12/2015	OV.	$0.80	$7.20			$7.20		
582	02/11/2015	Lost.	$34.00		$34.00		$34.00	1	
583	03/26/2015	OV.	$0.20	$0.20			$0.20		
584	08/25/2014	OV.	$0.20	$0.60			$0.60		
585	03/12/2015	OV.	$3.30	$3.30			$3.30		
586	12/03/2014	OV.	$0.20	$1.10			$1.10		
587	06/24/2015	OV.	$3.60	$6.90			$6.90		
588	03/02/2015	OV.	$0.80	$0.80			$0.80		
	Fine Date	**Fine Detail**	**Amount Due**	**late fees**	**lost book fees**	**Dmged**	**total charges/pt**	**books lost/pt**	**paid**
			$20,902.19	**$2,298.85**	**$18,477.34**	**$126.00**	**$20,902.19**		

Name				
Last	First	Amount	Balance	Comments
Mosby	Adriana		270.00	3/6/2016
Contreras	Vanessa		7.41	2/3/2018
Merril	Kiya		250.00	5/16/2017
Finch	Regina		92.32	5/30/2017
Kleinsteiver	Kassandra		570.80	3/7/2018
Coyazo	Christina		644.30	11/28/2017
Liggon	Isaiah		8.95	12/1/2017
Orona	Evangeline		312.43	8/1/2017
Millerdan	Timothy		448.60	5/16/2017
Jergins	Donna		60.20	5/16/2017
		TOTAL	**2,665.01**	

CITY OF ALAMOGORDO				
MISCELLANEOUS ACCOUNTS RECEIVABLE WRITE-OFF LISTING				
FISCAL YEAR 2019				
				Thru June 30, 2015
CUSTOMER NAME	CUSTOMER ID	CUSTOMER TYPE DESCRIPTION	INVOICE DATE	UNPAID BALANCE
AUSTIN, JEANNE	2381	ABATEMENT ACTIONS 11 (LIEN NOT FILED)	04/14/05	$ 443.22
BONILLA, ALBERT/JOANN	2022	ABATEMENT ACTIONS 11 (LIEN NOT FILED)	10/31/01	$ 192.53
COLEMAN, MARSHALL	3350	ABATEMENT ACTIONS 11 (LIEN NOT FILED)	02/28/12	$ 334.30
COLEMAN, MARSHALL WAYNE	3561	ABATEMENT ACTIONS 11 (LIEN NOT FILED)	12/12/12	$ 469.06
ESTRADA, MARY	2449	ABATEMENT ACTIONS 11 (LIEN NOT FILED)	09/08/05	$ 350.00
ESTRADA, MARY	2449	ABATEMENT ACTIONS 11 (LIEN NOT FILED)	12/07/05	$ 14.50
GUTIERREZ, RAYMOND	3568	ABATEMENT ACTIONS 11 (LIEN RELEASED)	01/08/15	$ 107.95
MARTIN, STEVEN W.	2629	ABATEMENT ACTIONS 11 (LIEN NOT FILED)	02/28/12	$ 361.16
SMITH, DWIGHT	2112	ABATEMENT ACTIONS 11 (LIEN NOT FILED)	09/17/02	$ 420.75
WELLS FARGO/DENNISE BECK	1970	ABATEMENT ACTIONS 11 (LIEN NOT FILED)	05/07/01	$ 175.52
TORRES, CHRISTOPHER	3705	UNIFORMS-UTILITY MAINT 81	09/30/14	$ 98.08
SAM'S PLUMBING & ENVIROMENTAL	2988	SOLID WASTE AUTHORITY	06/03/15	$ 42.00
STATON, RYAN K	3693	CITY REIMBURSE TRAIN 11	07/15/14	$ 2,300.00
LUERAS, SAMUEL A	3718	CITY REIMBURSE TRAIN 11	02/26/15	$ 2,693.72
PREMIER PELLETS	3659	ECONOMIC DEVELOPMENT	11/22/13	$ 10.60
		WRITE OFF TOTAL		$ 8,013.39

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/11/2019 **Report Date:** 6/3/2019 **Report No:** 7.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, approval of the New Mexico Tourism Department (NMTD) Cooperative Marketing Grant Agreement No. 20-418-3002-02, for the purpose of tourism advertising. *(Michelle Brideaux, Communications & Marketing Administrator)*

Fiscal Impact: $38,762
Amount Budgeted: $0.00
Fund: 016

Additional Fiscal Impact: The budget for Fund 16 consists of revenues received through the Lodger's Tax. A portion of these funds are allocated towards promotion and advertising. This grant award will allow us to place more ads and work with a digital advertising firm. We will also receive a design credit of $500 per ad because we work with an approved NM True Ad Firm.

Recommendation: Approve the grant agreement.

Background: Each year the New Mexico Department of Tourism assists nonprofits, local and tribal governments by awarding grant funding for direct marketing costs in an effort to help promote tourism in the State of New Mexico and local communities. This grant was previously awarded to the City of Alamogordo in FY15, FY16, FY17, and FY19.

The City will work in collaboration with different entities within the City and surrounding areas to collectively promote the region and the State of New Mexico. The City of Alamogordo will act as the fiscal agent for this grant.

STATE OF NEW MEXICO
TOURISM DEPARTMENT
Cooperative Marketing Agreement

THIS AGREEMENT, numbered **20-418--3002-02**, is made and entered into by State of New Mexico Tourism Department, hereinafter referred to as the "NMTD," and **City of Alamogordo**, hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities; and

WHEREAS, NMTD desires to coordinate this partnership effort through cooperative marketing programs with matching funds for certain non-profits, local and tribal governments; and

WHEREAS, Partner wishes to leverage the New Mexico True brand (Brand) with advertising and media-related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further the Parties' efforts to that effect;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

A. Meet or exceed the requirements of its FY20 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY20 Opt-In Award Summary, as approved by NMTD and attached hereto as *Exhibit A*.
B. Make all payments in accordance with the requirements listed in *Exhibit A*.
C. Agree to follow the established New Mexico True brand guidelines found in the Ad Builder Tool Kit located at media.nmtourism.org.
D. Obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
E. Participate with NMTD in accordance with the deadlines included in *Exhibit A*; and further acknowledge that failure to do so may result in forfeit of Partner's full participation in the creation or placement of planned advertising.
F. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.
G. In addition to the above obligations, for all Flex funds expended, Partner must also:
   1. Acknowledge that it has access to, and agrees to comply with, the FY20 Request for Reimbursement Form via the online grant platform and related cycle documents

located at https://nmtourism.smapply.io. The online grant application form and Partner's responses to that form are incorporated herein by reference.

2. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and end-of-year Tracking and Impact Report.
    i. Requests for payment of expenses incurred between July 1, 2019 and May 31, 2020 must be submitted within 30 days of placement in market.
    ii. All requests for payment must be received by June 10, 2020. Incomplete or illegible requests will not be processed.
    iii. The end-of-year Tracking and Impact Report must be submitted to NMTD no later than July 10, 2020. Failure to do so may result in forfeiture of reimbursement and/or affect Partner's eligibility for future awards.

II. Obligations of NMTD.

A. Provide customized "logo lockup" to Partner in various file formats and colors (palette compliant with Brand standards, found within and downloaded from Ad Builder Tool Kit located at media.nmtourism.org).
B. For all Flex funds expended, NMTD will reimburse Partner for all eligible expenses, in accordance with the amounts listed in *Exhibit A*, upon receipt of a completed Request for Reimbursement Form along with all required supporting documentation.
C. Upon receipt of MMP Partner funds, NMTD will:
    1. Communicate with media vendors and secure ad placement and/or services as agreed upon and set forth in *Exhibit A*.
    2. Provide documentation to Partner to verify agreed upon deliverables were made in accordance with *Exhibit A*.
    3. Pay media vendors for ad placement and/or services.
    4. Collect and share campaign performance measurement data with Partner.

III. Copyright and Quality Control.

A. For the term of this Agreement, the NMTD grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the New Mexico True Brand in furtherance of the Partner's promotion and advertising of and within New Mexico, as outlined in *Exhibit A*. This includes but is not limited to the creation and distribution of advertisements defined in the original application submitted and is subject to NMTD creative approval prior to placement.
B. All Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand guidelines found at media.nmtourism.org.
C. NMTD will exercise its right to inspect Partner's creative assets designed for and used in conjunction with marketing and promotional campaigns that employ Brand logos to ensure that such use is of proper quality and otherwise consistent with this Agreement and may terminate this Agreement should it determine that Partner did not obtain prior approval or that its Brand use is inconsistent.
D. All materials developed or acquired by the Partner under this Agreement shall become the jointly owned property of the State of New Mexico. Nothing produced, in whole or in part, by the Partner under this Agreement shall be the subject of an application for copyright by

or on behalf of Partner. Furthermore, NMTD may access and use Partner's advertising and other creative production assets at its sole discretion.

IV. **Additional Terms & Conditions**:

A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.

B. This Agreement shall become effective upon its execution by both Parties and shall terminate on June 30, 2020. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.

C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.

D. Partner shall fully indemnify, defend and hold NMTD, its officers, agents and employees harmless from any liability, losses or damages that it may suffer as a result of claims, suits, demands, costs or judgments against Partner or NMTD that directly or indirectly result from or arise in connection with the activities to be carried out pursuant of this Agreement. Any liability in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

E. This Agreement is governed by the laws of the State of New Mexico.

F. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

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

To NMTD: New Mexico Tourism Department
Andrea M. Lawrence
Brand Development & Marketing Specialist
491 Old Santa Fe Trail | Santa Fe, NM 87501
505-795-0108 | andrea.lawrence@state.nm.us

To Partner: Michelle Brideaux
City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310
575-439-4264 | mbrideaux@ci.alamogordo.nm.us

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

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

By: ____ Date: _____________
Brian Cesar, Interim City Manager, City of Alamgordo
PARTNER

Approved for legal sufficiency:

By: ____ Date: _____________
Allison Hedgecock, General Counsel NMTD

By: ____ Date: _____________
Isabel Lopez, Chief Financial Officer NMTD

By: ____ Date: _____________
Jen Paul Schroer, Cabinet Secretary NMTD

NEW MEXICO True

FY20 OPT-IN AWARD SUMMARY

Organization Name:	City of Alamogordo	**MMP PAYMENT TYPE: AGENCY PAY**	**AD AGENCY:**	**Sunny505**
Organization Contact Name:	Michelle Brideaux		**Contact:**	**David Hayduk**
Email:	mbrideaux@ci.alamogordo.nm.us		**Email:**	dhayduk@sunny505.com

PROGRAMS AAWARDED

MMP PROGRAM TYPE	DESCRIPTION	IN MARKET TIMING	CREATIVE INPUTS DUE TO NMTD VIA AD BUILDER TOOLKIT AS EARLY AS**	# of OPT-IN UNITS	NMTD AWARD (NET $ VALUE)	MMP PARTNER PAYMENT: AD AGENCY TO BILL PARTNER*: GROSS $ BILLABLE BY AD AGENCY (JULY 2019)	GROSS $ BILLABLE BY AD AGENCY (DEC 2019)	AD AGENCY TO PAY NMTD*: Net $ Due to NMTD 7/10/19	Net $ Due to NMTD 12/10/19
CONTENT & CREATIVE PRODUCTION	**VIDEO PRODUCTION: 2 Day Shoot** 3 Video Edits (choose from :10, :15, :30, :60, :90)	Oct 2019	8/1/19	1	**$6,182**	$6,182	$0	$6,182	$0
AIRPORT OUT-OF-HOME	**EL PASO AIRPORT OUT-OF-HOME. LCD SCREENS**	Apr 2020	2/1/20	1	**$2,508**	$0	$2,884	$0	$2,508
PRINT	**NEW MEXICO MAGAZINE ADVERTORIAL PACKAGE - HALF PAGE:** Print advertorial + digital advertorial in Destination Guide + one year shareable link + nmmagazine.com homepage promo + e-newsletter + social posts	NOV 2019	7/15/19	1	**$2,725**	$3,134	$0	$2,725	$0
PRINT	**NEW MEXICO MAGAZINE Print Display: HALF Page 3x**	Mar-May 2020	12/1/19	1	**$4,035**	$0	$4,640	$0	$4,035
PRINT	**TEXAS MONTHLY New Mexico Travel Section Package: HALF Page.** Display Ad + Custom Email + Value Add Editorial	Apr 2020	1/2/20	1	**$4,537**	$0	$5,218	$0	$4,537
DIGITAL	**PANDORA DIGITAL RADIO:** Audio + Banner	Sept-Oct. 2019	8/1/19	1	**$5,750**	$6,613	$0	$5,750	$0
DIGITAL	**VIANT VIDEO OTT / NATIVE: (App and Smart TV)**	Apr 2020	3/1/19	1	**$5,750**	$0	$6,613	$0	$5,750
DIGITAL	**eTARGET CUSTOM EMAIL: New Mexico True Email – HTML** email linking to your website.	May 2020	4/1/19	1	**$2,875**	$0	$3,306	$0	$2,875
AD DESIGN CREDITS	**AD DESIGN CREDITS:** An NMTD $ credit towards Partner's Ad Design costs will automatically calculate, contingent on: 1) selection of Eligible MMP Media programs, and 2) indication that you are using an Ad Agency or Creative Resource based in New Mexico.			6	**$3,000**	-$500	-$2,500	-$500	-$2,500
	TOTAL MMP			**14**	**$37,362**	**$15,429**	**$20,161**	**$14,157**	**$17,205**
FLEX REQUEST TYPE	**DESCRIPTION**								
Print Ad	**NM VACATION DIRECTORY /ELP VG:** Full page ad and Full page of Advertorial	July-June	May	1	**$1,400**	N/A	N/A	N/A	N/A
	TOTAL FLEX			**1**	**$1,400**				
	TOTAL AWARDED:			**15**	**$38,762**	July **$15,429**	December **$20,161**	DUE 7/10/19 **$14,157**	DUE 12/10/19 **$17,205**
		TOTAL Gross Market Value of Programs: $79,978				$ Agency to Bill Partner* **$35,590**		$ Agency to Pay NMTD (upon Invoice)* ***$31,362***	

IMPORTANT:
- Since you indicated that your Ad Agency is buying MMP media on your behalf, you will be billed by your agency for the Gross $ indicated, which includes your agency's commission on your portion of the MMP Media. Your ad agency will be invoiced by NMTD for the Net Partner $ due on 7/10/19 and 12/10/19.
- Follow up to ensure that your agency makes payments to NMTD on time by the due dates of 7/10/19 and 12/10/19 to avoid delay or cancellation of your MMP programs.
- NOTE ON AD DESIGN CREDITS: Ad design credits awarded will reduce the amount billed by your ad agency for ad design for MMP. Total cost of ad design work is per negotiation between partner and ad agency.
- Final amount is inclusive of all applicable fees and taxes.

**Link to customized, detailed production timelines & instructions will be provided via email by 6/17/19. Ad Builder Toolkit = media.nmtourism.org

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/11/2019 **Report Date:** 6/6/2019 **Report No:** 8.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, Resolution 2019-15 authorizing the submission of a New Mexico Community Development Block Grant (CDBG) program application and designating the Mayor to act as a signatory in all matters pertaining to the municipality's participation in the CDBG program for the City of Alamogordo ADA Sidewalk project. *(Debbie Osborne, Grant Coordinator)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: $50,000 grant match and $756,305 leveraging funds for Full project; $40,000 and $196,380 leveraging funds for Phased project. Fund 109 has Street Capital GRT Funds available for this project.

Recommendation: Approved Resolution 2019-15 and the submission of 2019 CDBG grant application.

Background: One March 26, 2019 the Commission gave approval to pursue the necessary steps to determine if we could submit a 2019 Community Development Block Grant application for the planning, designing and construction of ADA accessible sidewalks, ramps and driveway aprons in the Chihuahuita Area of the City. We have collected the necessary information to pursue this project.

The Full project includes planning, designing and construction of ADA-compliant sidewalks, ramps and driveway aprons going north to south on blocks between 2nd Street through 8th Street; east to west on blocks between New York Avenue and Texas Avenue. The option of probable construction cost is $1,306,304.29. The grant application request amount is $500,000.00 and the City of Alamogordo will commit the required cash match of $50,000.00. Additionally, the City of Alamogordo is committing $756,305.00 from its Street Capital GRT Fund in addition to the required match to be used as leveraging toward the Full project request for the project.

The Phased project includes planning, designing and construction of ADA-compliant sidewalks, ramps and driveway aprons going north to south on blocks between 5th Street through 8th Street; east to west on blocks between New York Avenue and Texas Avenue. The option of probable construction cost is $636,378.82. The grant application request amount is $400,000.00 and the City of Alamogordo will commit the required cash match of $40,000.00. Additionally, the City of Alamogordo is committing $196,380.00 from its Street Capital GRT Fund in addition to the required match to be used as leveraging toward the Phased project.

RESOLUTION NO. 2019-15

A RESOLUTION OF THE COMMISSION OF CITY OF ALAMOGORDO, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY OF ALAMOGORDO'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY OF ALAMOGORDO'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the need exists within City of Alamogordo for neighborhood improvement projects in several low and moderate income neighborhoods, and the City of Alamogordo desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for neighborhood improvement projects; and

WHEREAS, the Commission has held two (2) public hearings for public input and comment on February 6, 2019 and March 7, 2019 during the 2019 application process and one (1) post selection hearing scheduled for June 18, 2019; and

WHEREAS, the Commission finds that there is a significant need to undertake the planning, designing and construction of ADA-compliant sidewalks, ramps and driveway aprons going north to south on blocks between 2nd Street through 8th Street; east to west on blocks between New York Avenue and Texas Avenue, in the City of Alamogordo to provide adequate services to the community; and

WHEREAS, the Commission determines that the planning, designing and construction of ADA-compliant sidewalks, ramps and driveway aprons going north to south on blocks between 2nd Street through 8th Street; east to west on blocks between New York Avenue and Texas Avenue, in the City of Alamogordo meets the requirements of the Community Development Block Grant Program.

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

1. The City of Alamogordo is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration/Local Government Division for the planning, designing and construction of ADA-compliant sidewalks, ramps and driveway aprons going north to south on blocks between 2nd Street through 8th Street; east to west on blocks between New York Avenue and Texas Avenue, in the City of Alamogordo;

2. The Commission directs and designates the Mayor as the City of Alamogordo's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City of Alamogordo's participation in the New Mexico Community Development Block Grant Program;

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;

4a. The Full project option of probable construction cost is $1,306,304.29. The grant application request amount is $500,000.00 and the City of Alamogordo will commit the required cash match of $50,000.00 for the planning, designing and construction of ADA-compliant sidewalks, ramps and driveway aprons going north to south on blocks between 2nd Street through 8th Street; east to west on blocks between New York Avenue and Texas Avenue, in the City of Alamogordo;

4b. The Phased project option of probable construction cost is $636,378.82. The grant application request amount is $400,000.00 and the City of Alamogordo will commit the required cash match of $40,000.00 for the planning, designing and construction of ADA-compliant sidewalks, ramps and driveway aprons going north to south on blocks between 5th Street through 8th Street; east to west on blocks between New York Avenue and Texas Avenue, in the City of Alamogordo;

5a. It be further stated that the City of Alamogordo is committing $756,305.00 from its Street Capital GRT Fund in addition to the required match to be used as leveraging toward the Full project request for the planning, designing and construction of ADA-compliant sidewalks, ramps and driveway aprons going north to south on blocks between 2nd Street through 8th Street; east to west on blocks between New York Avenue and Texas Avenue, in the City of Alamogordo;

5b. It be further stated that the City of Alamogordo is committing $196,380.00 from its Street Capital GRT Fund in addition to the required match to be used as leveraging toward the Phased project request for the planning, designing and construction of ADA-compliant sidewalks, ramps and driveway aprons going north to south on blocks between 5th Street through 8th Street; east to west on blocks between New York Avenue and Texas Avenue, in the City of Alamogordo.

PASSED, ADOPTED AND APPROVED this 11th day of June, 2019.

____
Signature, Chief Elected Official

City of Alamogordo
Applicant Entity (County or Municipality)

Richard Boss
Name (Typed or Printed)

Mayor
Title Date

SWORN TO AND SUBSCRIBED

Before me on this__________day
Of_________________, 20____

Notary Public

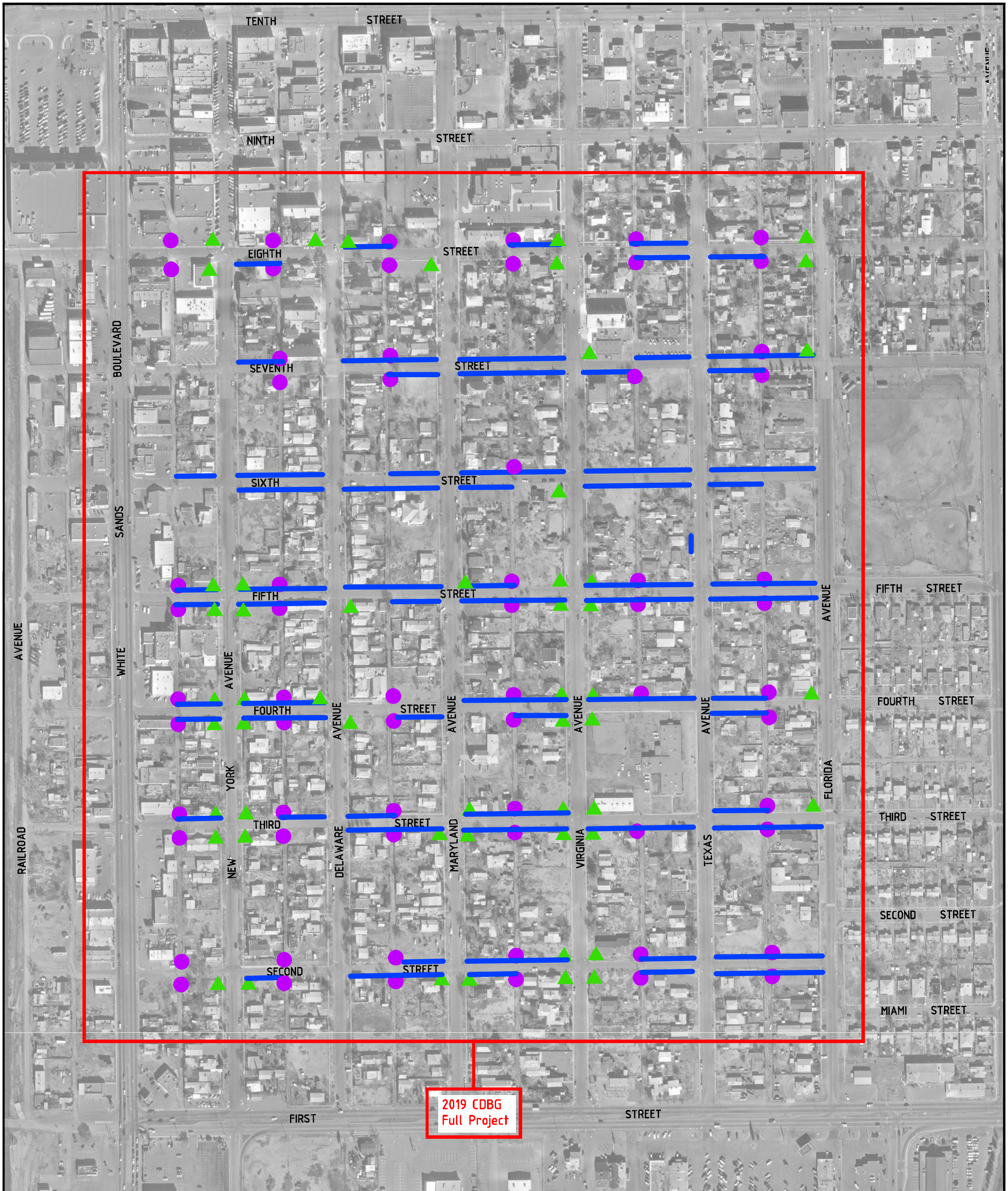
____

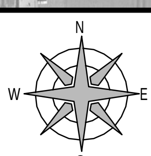
Place Seal Here

My commission expires________________________

APPROVED AS TO FORM:

____
Petria Schreiber, City Attorney





2019 CDBG Application
Full Project Vicinity Map

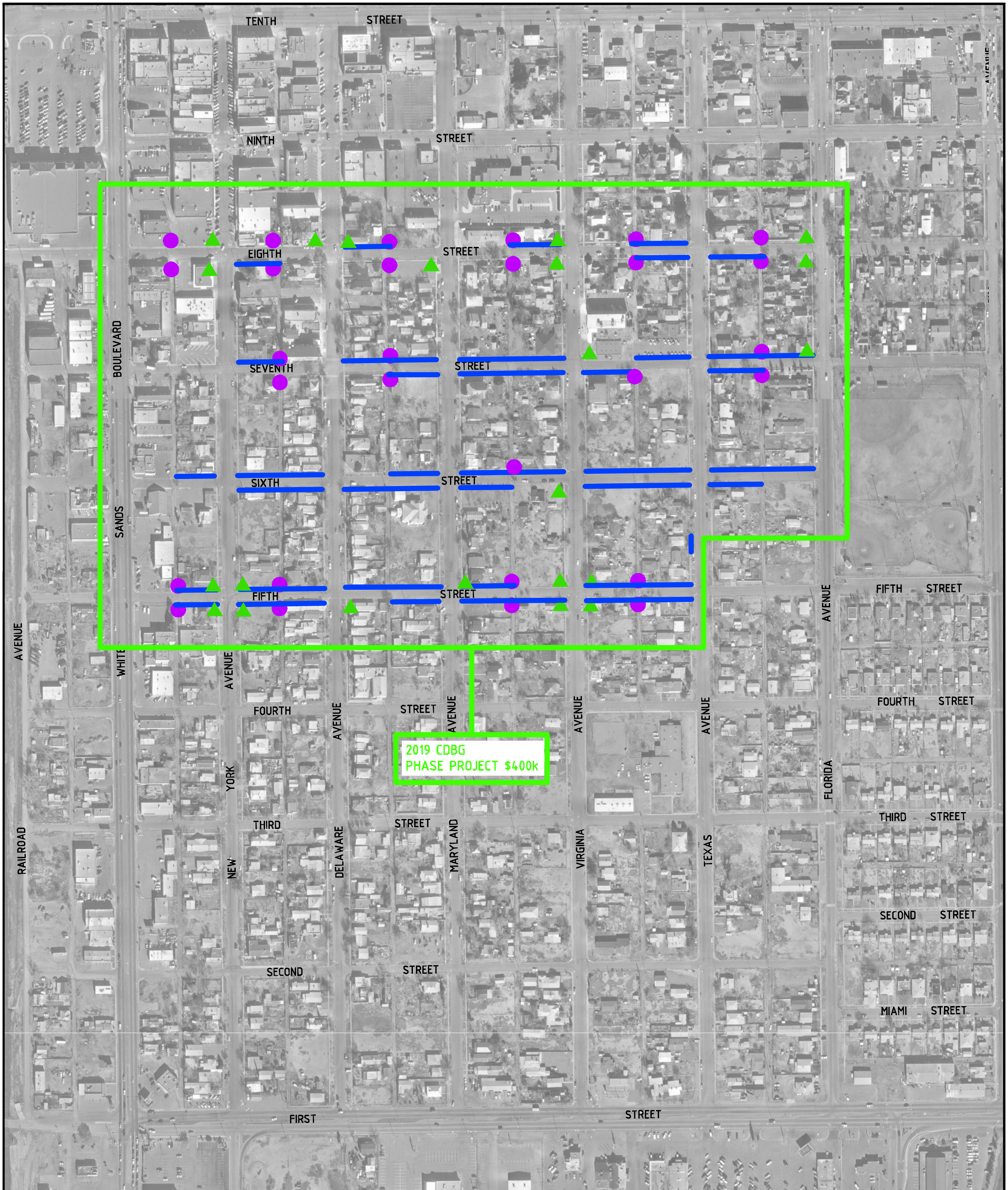
LEGEND

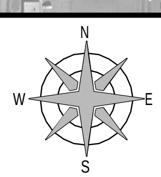
- New 5-Foot Wide Sidewalk
- New Driveway Apron
- New ADA Ramps

2019 CDBG Application

Option of Probable Construction Cost OPCC (Full Project)

BASE BID ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost UNIT PRICE	BID AMOUNT
608000	1,060	SF	Tactile Warning Surface (Truncated Dome CIP Plate)	$ 45.00	$ 47,700.00
608004	8,252	SY	4-inch Concrete	$ 60.00	$ 495,126.67
608106	1,662	SY	6-inch Concrete	$ 98.00	$ 162,876.00
609424	4,095	LF	Curb/Gutter	$ 40.00	$ 163,800.00
618000	1	LS	Furnish and provide MUTCD compliant project wide traffic control	$ 34,780.11	$ 34,780.11
621000	1	LS	Mobilization	$ 43,475.13	$ 43,475.13
801000	1	LS	Construction staking and surveying	$ 13,042.54	$ 13,042.54
A			**SUBTOTAL OF CONSTRUCTION LINE ITEMS**		**$ 960,800.45**
B			**PRE-CONSTRUCTION COST:(DESIGN, SURVEY, ENGINEERING CONSULTANT)**	**10%**	**$ 96,080.04**
C			**MATERIALS TESTING**	**2%**	**$ 19,216.01**
D			**SUBTOTAL (A+B+C)**		**$ 1,076,096.50**
E			**NEW MEXICO GROSS RECEIPTS TAX**	**8%**	**$ 86,087.72**
F			**CONTINGENCY (CONSTRUCTION COST)**	**15%**	**$ 144,120.07**
G			**TOTAL OPPC W/ NMGRT (2019)**		**$ 1,306,304.29**





2019 CDBG Application
Phase Project ($400k) Vicinity Map

LEGEND
New 5-Foot Wide Sidewalk
New Driveway Apron
New ADA Ramps

2019 CDBG Application

Option of Probable Construction Cost OPCC (Phase $400k)

BASE BID ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost UNIT PRICE	BID AMOUNT
608000	440	SF	Tactile Warning Surface (Truncated Dome CIP Plate)	$ 45.00	$ 19,800.00
608004	4,387	SY	4-inch Concrete	$ 60.00	$ 263,226.67
608106	720	SY	6-inch Concrete	$ 98.00	$ 70,560.00
609424	1,750	LF	Curb/Gutter	$ 40.00	$ 70,000.00
618000	1	LS	Furnish and provide MUTCD compliant project wide traffic control	$ 16,943.47	$ 16,943.47
621000	1	LS	Mobilization	$ 21,179.33	$ 21,179.33
801000	1	LS	Construction staking and surveying	$ 6,353.80	$ 6,353.80
A			**SUBTOTAL OF CONSTRUCTION LINE ITEMS**		**$ 468,063.27**
B			**PRE-CONSTRUCTION COST:(DESIGN, SURVEY, ENGINEERING CONSULTANT)**	**10%**	**$ 46,806.33**
C			**MATERIALS TESTING**	**2%**	**$ 9,361.27**
D			**SUBTOTAL (A+B+C)**		**$ 524,230.86**
E			**NEW MEXICO GROSS RECEIPTS TAX**	**8%**	**$ 41,938.47**
F			**CONTINGENCY (CONSTRUCTION COST)**	**15%**	**$ 70,209.49**
G			**TOTAL OPPC W/ NMGRT (2019)**		**$ 636,378.82**

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/11/2019 **Report Date:** 6/4/2019 **Report No:** 9.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2019-28 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of June 11, 2019. *(Evelyn Huff, Budget Analyst)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Beginning Cash Balances $0

Revenues 26,745 (Increase)

Expenditures 82,985 (Decrease)

Net Impact (56,240)

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 2019-28 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.

ALL FUNDS SUMMARY

DFA 1/12TH REQ RSRV
1,249,719
Fund Reserve Policy
1,249,719
Subsidy Reserve
487,127
Bal. Remaining
1,540,438

FY19 BUDGET-RESOLUTION 2019-28 (#7) June 11, 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	17,969,491	947,457	7,378,519	(6,431,062)	14,996,627	4,527,003	2,986,565	1,540,438	0	2,986,565	1,540,438
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	553,017	4,382,910	709,633	3,673,277	4,299,686	32,762		$32,762			32,762
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	4,202,366	272,259	0	$272,259	0	0	272,259
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	32,753,323	2,532,347	946,315	$1,586,032		946,315	1,586,032
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**	**67,482,249**	**30,924,461**	**30,924,461**	**0**	**109,386,269**	**31,168,231**	**6,385,641**	**24,782,590**	**0**	**6,385,641**	**24,782,590**

ALL FUNDS SUMMARY
PRELIMARY 2018-2019

DFA 1/12TH REQ RSRV
1,249,719
Fund Reserve Policy
1,249,719
Subsidy Reserve
487,127
Bal. Remaining
1,540,438

1

FY19 BUDGET - RESOLUTION 2019-28 (#7) June 11, 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
	Revision #1						6,809	(6,809)					
	Revision #2		6,745				6,745	0					
	Total Revised Fund 11	**7,985,201**	**17,969,491**	**947,457**	**7,378,519**	**(6,431,062)**	**14,996,627**	**4,527,003**	**2,986,565**	**1,540,438**	**0**	**2,986,565**	**1,540,438**
12	INTERNAL SERVICES	0	442,461	2,642,351	23,733	2,618,618	2,989,165	71,914		$71,914			71,914
	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	89,000	114,764	1,255	113,509	193,850	8,659		$8,659			8,659
	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	255,431	0	2,476	(2,476)	272,881	169,168		$169,168			169,168
	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	81,566	0	24,629	(24,629)	68,202	5,826		$5,826			5,826
	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	452,779	45,000	60,355	(15,355)	556,797	33,934		$33,934			33,934
	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	6,224	0	0	0	12,570	17,930		$17,930			17,930
	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	12,000	424,656	15,917	408,739	418,934	7,274		$7,274			7,274
	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	6,680	0	0	0	10,000	59,410		$59,410			59,410
	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	25,843	0	98,000	(98,000)	0	762,784		$762,784			762,784
	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	533,017	4,382,910	709,633	3,673,277	4,258,549	53,899		$53,899			53,899
	Revision #1						21,137	(21,137)					
	Revision #2		20,000				20,000	0					
	Total Revised Fund 32	**106,154**	**553,017**	**4,382,910**	**709,633**	**3,673,277**	**4,299,686**	**32,762**	**0**	**32,762**	**0**	**0**	**32,762**
33	FIRE PROTECTION	313,401	684,416	0	0	0	835,999	161,818	24,429	$137,389	0	24,429	137,389
	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	3,000	0	0	0	3,000	0		$0			0
	Total Revised Fund 35	**0**	**3,000**	**0**	**0**	**0**	**3,000**	**0**	**0**	**0**	**0**	**0**	**0**

36	LAW ENFORCEMENT FUND	3,362	106,418	0	0	0	106,545	3,235		$3,235			3,235
	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	44,429	0	0	0	34,963	137,725		$137,725			137,725
	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	26,684	0	0	0	28,000	60,385		$60,385			60,385
	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	1,691,304	125,500	4,481,753	(4,356,253)	28,439	262,592	251,166	$11,426		251,166	11,426
	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	3,460,988	1,177,728	164,091	1,013,637	4,195,866	278,759	0	$278,759	0	0	278,759
	Revision #1						6,500	(6,500)					
	Total Revised Fund 44	**0**	**3,460,988**	**1,177,728**	**164,091**	**1,013,637**	**4,202,366**	**272,259**	**0**	**272,259**	**0**	**0**	**272,259**
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
	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	1,049,847	0	0	0	1,102,746	867,368	551,373	$315,995	0	551,373	315,995
	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	0	2,866,371	0	2,866,371	2,866,371	21,967		$21,967			21,967
	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	30,981	7,673,556	0	7,673,556	7,741,191	1,578,936		$1,578,936			1,578,936
	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	7,250	2,668,143	0	2,668,143	2,671,643	191,925		$191,925			191,925
	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	422,899	0	605,484	(605,484)	7,110	388,791	12,073	$376,718	0	12,073	376,718
	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	3,575,952	(3,575,952)	28,439	659,673	549,566	$110,107		549,566	110,107
	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	909,197	616,160	4,758	611,402	1,474,148	50,094		$50,094			50,094
	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	58,159	0	0	0	91,986	66,467		$66,467			66,467
	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	21,619,727	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
	Revision #1						21,794	(21,794)					
	Total Revised Fund 81	**12,182,162**	**21,619,727**	**3,440,578**	**1,956,797**	**1,483,781**	**32,753,323**	**2,532,347**	**946,315**	**1,586,032**		**946,315**	**1,586,032**
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
	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	2,101,092	0	149,050	(149,050)	2,142,672	361,291	177,481	$183,810	0	177,481	183,810
	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	6,012	0	0	0	0	385,318		$385,318			385,318
	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	442,721	0	1,715,000	(1,715,000)	314,495	520,465		$520,465	0		520,465
	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	1,540,500	389,844	100,832	289,012	1,846,375	450		$450		0	450
	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	760,815	191,081	47,951	143,130	870,151	124,012	0	$124,012		0	124,012
	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	2,032,816	0	2,018	(2,018)	3,378,788	3,101,249		$3,101,249		0	3,101,249
	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	66,439	0	29,000	(29,000)	60,000	465,319		$465,319			465,319
	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	1,082,053	0	0	0	5,049,289	2,275,088		$2,275,088			2,275,088
	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	11,694	330,000	448,484	(118,484)	330,000	515,369		$515,369			515,369
	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	3,529,450	0	3,375,975	(3,375,975)	9,987,952	2,773,753	533,340	$2,240,413	0	533,340	2,240,413
	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	2,095	0	0	0	32,360	106,358		$106,358			106,358
	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	24,232	448,484	0	448,484	1,920,137	284,372		$284,372			284,372
	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	1,441	0	0	0	0	87,491		$87,491			87,491
	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	3,003	0	0	0	27,788	169,601		$169,601			169,601
	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	879,300	0	217	(217)	1,007,290	820,016	83,879	$736,137	0	83,879	736,137
	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**	**67,482,249**	**30,924,461**	**30,924,461**	**0**	**109,386,269**	**31,168,231**	**6,385,641**	**24,782,590**	**0**	**6,385,641**	**24,782,590**

Resolution # 2019-28 June 11, 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 make corrections to reprojections that were reprojected incorrectly.					
	11	**GENERAL FUND**				
		Expenditures				
		11-4104-420.44-45	BUILDINGS & STRUCTURES	3,800	**6,809**	10,609
	32	**COMMUNITY SERVICES**				
		Expenditures				
		032-6206-410.60-01	CAPITAL OUTLAY	124,960	**21,137**	146,097
	44	**TRANSPORTATION FUND**				
		Expenditures				
		044-5303-431.61-85	CER EQUIPMENT REPLACEMENT	-	**6,500**	6,500
	81	**WATER/SEWER OPERATING**				
		Expenditures				
		081-1602-461.56-74	DAMAGED/OBSOLETE INVENTORY	5,000	**21,794**	26,794
	REVISION #2					
	Revision is to adjust the revenue and expenses for the Bulletproof vest program for the Police Department					
	11	**GENERAL FUND**				
		Revenues				
	PSBV19	024-0000-317.16-73	FEDERAL GRANT REVENUE	8,941	**6,745**	15,686
		Expenditures				
	PSBV19	024-0000-419.31-05	SUPPLIES/UNIFORMS	10,439	**6,745**	17,184
	REVISION #3					
	Revision is to add the revenue and expenditures for the Oh! Grant that was received by the Parks Department					
	32	**COMMUNITY SERVICES**				
		Revenues				
	CS2037	032-6206-317.16-59	GRANTS/OTHER GRANTS	-	**20,000**	20,000
		Expenditures				
	CS2037	032-6206-410.60-01	SUPPLIES/UNIFORMS	146,097	**20,000**	166,097

REVENUES ON RESOLUTION

REVENUES

ITEM #	AMOUNT	TYPE		
2	$ 6,745	Grant Increase		
3	$ 20,000	New Grant		
	$ 26,745	Total	$	(56,240)

EXPENDITURES

ITEM #	AMOUNT	TYPE
1	$ 56,240	GRT Admin Fees
2	$ 6,745	
3	$ 20,000	
	$ 82,985	Total

TRANSFERS IN

ITEM#	AMOUNT	TYPE
	$ -	Total

TRANSFERS OUT

	$ -	Total

RESOLUTION NO. 2019-28

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 June 11, 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 June 11, 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 11th day of June 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

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/11/2019 **Report Date:** 6/5/2019 **Report No:** 10.

Submitted By: Brian Peete

Subject: Consider, and act upon, the Alamogordo Police Department's application for the Community Driving While Intoxicated Program Funds (CDWI). *(Brian Peete, Chief of Police)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: There is no fiscal impact. This is a recurring application and funding our department has used to pay for OT for DWI enforcement patrols, drug and alcohol awareness education, etc.

There are no matching funds required.

Recommendation: Recommend Approval.

Background: The Alamogordo Police Department (APD) is requesting approval to apply for $8,969 in CDWI funds from the State which will be used to pay for activities and events which combat DWI such as community education on drugs and alcohol, as well as DWI enforcement patrols. There are no matching funds required.

(Application packet must include Application, Scope of Work and Memo of Agreement).

APPLICATION
FOR CDWI FUNDS

Program Year applying for: / 7/01/2019 To 6/30/2020

Project Number: ____________________
(to be provided by TSD)

Applicant Agency:	Alamogordo Police Departmant
Address:	700 Virginia Avenue
City, State, Zip:	Alamogordo, NM 88310
Phone Number:	575-439-4300
Fax Number:	575-439-4320
email address:	alamogordopd@ci.alamogordo.nm.us
Project Director and Title:	Christopher LoCoco, Sergeant Community Relations

Government Unit:	City of Alamogordo
Address:	1376 E. 9th Street
City, State, Zip:	Alamogordo, NM 88310
Phone Number:	575-439-4222
Fax Number:	575-439-4103
Authorizing Official and Title:	Mayor Richard Boss

Check to be sent to (address):	Alamogordo Police Department 700 Virgini Avenue Alamogordo, NM 88310

Program Manager: Pierrot Bendegue
Phone: 505-490-1121 email: Pierrot.Bendegue@state.nm.us

BUDGET:

Self-calculating chart, simply enter data

	Program Category				
Budget Category	**Enforcement**	**Prevention**	**Off. Programs**	**PI & E**	**Category Total**
Personal Services					$6,469.00
Contractual Services					$0.00
Commodities Budget					$2,500.00
Other					$0.00
NM State Police (NMSP)	Amount not included in Total $ Requested				
Special Investigations Division (SID)	Amount not included in Total $ Requested				
Total $ Received	$0.00	$0.00	$0.00	$0.00	$8,969.00
TOTAL $ REQUESTED FOR AGENCY (w/o NMSP & SID)					**$8,969.00**

Approved Start Date: upon execution of the Project Agreement
End Date: June 30,

CERTIFICATION:

The application, reviewed and approved by the governing body of Alamogordo CDWI
(Applicant)

____________________, **authorizes the applicant to file this application for assistance from the State of New Mexico.**
(Date Reviewed)

To the best of my knowledge, the information presented in this application is true and correct.

Project Director Signature: [signature] Date: 5-28-19

Authorizing Official Signature: [signature] Date: 6-5-19

ATTACHMENT 1

(rev. 5/28/2019

SCOPE OF WORK

Agency Name: Alamogordo Police Departmant

Project Number 0

A. LOCAL PERFORMANCE GOAL:

1. Reduce recidivism rate and DWI fatalities by 10% in the City of Alamogordo in FY 20.

2. Cointinue to educate the community and heighten DWI awareness to reduce DWI crashes, fatalities, and injuries in the City of Alamogordo by 10% in FY 20

B. OBJECTIVES: *Please be specific and descriptive*

1. To reduce DWI incidents and Underage Drinking through the continued efforts of enforcement and education initiatives within the City of Alamogordo

C. ACTIVITIES: *Please enter detailed information regarding your objectives. This information will be used to develop the agreement.*

1. Supplement personnel with overtime funds for DWI Checkpoints, and Directed Enforcement Patrols within the City as permited.
2. Conduct overtime enforcement targeting underage activities to include Sticker Shock/Underage drinking enforcement, teen courts and juvenile drug court activities, school and church functions, and other events where youth gather in large numbers.
3. Support public information and education, Drug Abuse Resistance Education programs, Awareness Booth at annual events throughout the year.
4. Provide commodities for events and to provide facts on alcohol and its health effects.

D. BUDGET BY CATEGORY:

Personal:	**$6,469.00**
Contractual:	**$0.00**
Commodities:	**$2,500.00**
Other:	**$0.00**

Total Agreement Amount: **$8,969.00**
End Date: June 30,

MEMORANDUM OF AGREEMENT

This Comprehensive Community DWI Prevention Program is between the following Agencies:

Alamogordo Police Department

____

____

____

____

____

This agreement is effective on the ___1st___ (day) of ___July___ (mo.) ___2019___ (yr), but is not a valid and binding agreement until executed by all parties thereto. The parties agree as follow:

To file a joint application to the New Mexico Department of Transportation Department, Traffic Safety Division for funding of a comprehensive Community DWI Program that reflects an integrated approach to our mutual problem of driving while intoxicated.

The Agencies listed above agree to combine our funds and resources in achieving a common goal of removing the DWI from the streets and highways of The City of Alamogordo (City of, County of, Town of, Village of) thus reducing our highway traffic accidents that are alcohol related.

We will establish a joint Task Force as provided for and described in the CDWI Program Manual.

The (City of, County of, Town of, Village of) ___City of Alamogordo___ agrees to be the fiscal agent to apply for the grant

There is no requirement for matching funds for this program funding.

Attest: ______________	Agency Name: Alamogordo Police Department	Date: ______________
Attest: ______________	Agency Name: ______________	Date: ______________
Attest: ______________	Agency Name: ______________	Date: ______________
Attest: ______________	Agency Name: ______________	Date: ______________
Attest: ______________	Agency Name: ______________	Date: ______________
Attest: ______________	Agency Name: ______________	Date: ______________

PROJECT BUDGET CATEGORIES

For use in maintaining expenditures within authorized budget (items listed are not all inclusive).

PERSONNEL SERVICES - employee costs such as:

1) Salaries
2) Benefits
3) In-state & out-of-state travel
   a) mileage & fares
   b) meals & lodging
4) Education and training
5) Subscriptions & dues

CONTRACTUAL SERVICES - costs relating to services which are sub-contracted

1) Professional or consultant services
2) Audit
3) Printing/photo services
4) Rent of rooms and/or equipment
5) Advertising

SUPPLIES (COMMODITIES) - costs of supplies or materials.

1) Postage & mail
2) Office supplies
3) Public information & education materials
4) Clothing, uniform & supplies
5) Inventory exempt
6) Furniture & fixtures
7) Data processing equipment
8) Library & museum acquisitions
9) Automotive

OTHER COSTS

1) Fee for services
2) Grants and services
3) Miscellaneous other expenses

INDIRECT COSTS

1) If payment of indirect costs is provided for in the TSB Project Agreement, the indirect costs of agencies providing services benefiting the planning and administration of the project shall be at the option of the Department (Traffic Safety Bureau) by a standard indirect surcharge of 10% of salary and fringe benefits for personnel services performed.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/11/2019 **Report Date:** 6/3/2019 **Report No:** 11.

Submitted By: Petria Schreiber

Subject: Consider, and act upon, first publication of Ordinance 1595 amending section 2-15-080 and 2-15-090 of Chapter 2 of the Alamogordo Code of Ordinances regarding the Gross Receipts Investment Program. *(Petria Schreiber, City Attorney)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: This ordinance amends Section 2-15-080 and 2-15-090 to allow the City to address payment on GRIP applications where the reimbursement is over $100,000 and to extend the sunset until 2025.

ORDINANCE NO. 1595

AN ORDINANCE AMENDING SECTIONS 2-15-080 AND 2-15-090 OF CHAPTER 2 OF THE ALAMOGORDO CODE OF ORDINANCES REGARDING THE GROSS RECEIPTS INVESTMENT PROGRAM.

WHEREAS, the City Commission of the City of Alamogordo recognizes that the City of Alamogordo has in place a Gross Receipts Investments Program currently;

WHEREAS, the City Commission of the City of Alamogordo recognizes that each year the City's budget and budgetary needs change;

WHEREAS, the City Commission of the City of Alamogordo wishes to continue to support local businesses to help drive and strengthen Alamogordo's growing economy;

BE IT ORDAINED by the City Commission of the City of Alamogordo New Mexico that Sections 2-15-080 and 2-15-090 of Chapter 2 of the *Code of Ordinances* be amended as follows:

2-15-080. - Payment.

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

(1) For projects in which the expected reimbursement is anticipated to be in excess of ten thousand dollars ($10,000.00) and less than one hundred thousand dollars ($100,000), following approval of the GRIP agreement, applicant shall submit invoices paid in full on a monthly or quarterly basis, along with an invoice from applicant. The city shall have 30 days to present a calculation to applicant for review. Following approval of the calculation, by both parties, the city shall have ten (10) business days to pay each submission.

(2) For projects in which the expected reimbursement is anticipated to be less than ten thousand dollars ($10,000.00) the applicant may either submit on a monthly or quarterly basis as above, or submit all invoices at the completion of the project. The timeline shall be the same as in 2-15-080(1).

(3) For projects in which the expected reimbursement is anticipated to be in excess of one hundred thousand dollars ($100,000), following approval of the GRIP application, the City Manager and City Attorney shall work with the applicant to come up with payment terms that are agreeable to both parties. Such agreement will still be passed by commission, and shall specify the time period to submit invoices, along with how and when payment is to be made to the applicant by the City.

(Ord. No. 1571 , § 3, 7-17-18)

Editor's note— Ord. No. 1571 , § 3, adopted July 17, 2018, in effect, repealed § 2-15-080 and enacted a new § 2-15-080 as set out herein. Former § 2-15-080 pertained to special fund and derived from Ord. No. 1379, adopted October 12, 2010.

2-15-090. - Sunset clause.

The gross receipts investment program shall expire October 31, ~~2020~~. 2025.

(Ord. No. 1379, § 9, 10-12-10; Ord. No. 1505 , 12-11-15)

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/11/2019 **Report Date:** 5/16/2019 **Report No:** 12.

Submitted By: Brian Peete

Subject: Consider, and act upon, the Alamogordo Police Department's request to apply for a Grant from the Paso Del Norte Health Foundation. *(Brian Peete, Chief of Police)*

Fiscal Impact: $186,000
Amount Budgeted: $0.00
Fund:

Additional Fiscal Impact: APD would use this grant funding to pay for initial salary and benefits for four civilians: A Mental health professional and three peers. Additionally, there are several grant programs available where APD will apply for to cover the continual (future) salary and benefit costs of hiring civilians for its CIT program. However, there is the possibility APD may not be awarded those grants. Should that happen, APD would then have incorporate the funding into it's own budget.

Ideally, a full CIT Program team would consist of one dedicated officer, a dedicated mental health professional and three peer members. APD would simply assign an Officer to the CIT Team, and the salary and benefit costs for the peer members and mental health professional would be approximately $186,000: $90,000 in salary and benefits for the mental health professional, and an hourly wage of $12 for the peer members (approximately $32,000 per peer member). Due to recent fiscal constraints, APD may be able to establish an effective CIT program with one assigned officer, one mental health professional and one peer member for an estimated total of $122,000.

Recommendation: Recommend approval.

Background: The Paso Del Norte Health Foundation is requesting grant proposals for programs that address behavioral health system gaps. Full proposals are due by July 18, 2019 and Project Funding is expected to start November 1, 2019.

APD would like to apply for a Foundation grant to pay for four civilian positions within the Department so to establish a fully operational Crisis Intervention Team Program. Ideally, the positions will include one mental health professional ($90,000) and three peer members ($32,000 each) at a total of approximately $186,000. At the minimum, APD would request to apply for grant funding that will pay for one mental health professional ($90,000) and one peer member ($32,000) for an estimated cost of $122,000.

The Commission can approve APD to apply for the four civilian positions, the projected minimum of two, or any combination in between.

APD does not expect the grant to be continuous though there are numerous other grants of which APD can apply for to cover future salary and benefits for the civilians on the CIT team. In the event no grant funding can be obtained, APD would have to absorb the personnel costs into the department budget or eliminate the civilian positions altogether (e.g. the positions are conditional upon grant funding/award).

Paso Del Norte Health Foundation Grant: Request For Proposal

Chief Brian Peete

Paso Del Norte Health Foundation

- Mission: The Paso Del Norte Foundation leads, leverages and invests in initiatives, programs and policies that promote health and prevent disease in the Paso Del Norte region
- Vision: To ensure that the people in our binational, tri-state region have the knowledge, resources, support and environment to live happy, healthy and productive lives.
- Looking for Letters of Interest to consider for programs that address behavioral health system gaps not otherwise covered by government or reimbursed by health coverage. To "increase coordination and communication among regional stakeholders to improve the system of care."
- Full Proposals are due by July 18, 2019 & Project Funding Cycle is scheduled to start November 1, 2019.

https://pdnhf.org/grant_center/funding_resources
https://pdnhf.org/grant_center/funding_opportunities/behavioral-health-consortia-informed-programs-letters-of-intent-loi

What Will APD Use the Grant For

- Perfect fit/timing in the Alamogordo Police Department's Strategic Plan Crisis Intervention Program in partnership with the Otero County Community Health Council/Local Collaborative
- One Mental Health Professional, Three peer Support Specialists, One Dedicated CIT-Trained Officer
- Mental Health professional: Approximately $90,000 in Salary and Benefits, Three Peer Support Specialists at approximately $12 per hour: Total of ~186,000.
- The program requires dedicated personnel to not only respond to crisis calls, but to partner with external stakeholders to provide judicial or mental-health treatment options or both to reduce re-occurrence, minimize arrests for individuals suffering from mental illness by facilitating options other than incarceration, improve officer safety/free officers for calls for service
- CIT Programs are proven best practices

Why We Need It

- Since October 1, 2018 to April 18, 2019, APD has responded to at least coded 131 CIT-related calls for service
- 1/3rd of those calls required at least two officers
- The average time spent on CIT-related calls was 58 minutes
- On average, APD has 4-5 officers per shift
- At least one incident required external entities to respond so to maximize safety (e.g. utilities)
- At least three Officers have been hurt responding to CIT-related calls for service: One Officer's wrist was broken, One Officer Bitten, One Officer was kicked in the face
- There have been several barricaded crisis-related calls, the most recent of which was an individual known to APD and required less-than-lethal options

Anticipated Results

- APD cannot expect this to be a continuous grant and would apply in the expectation of assuming the fiscal responsibilities of the positions. However….
- CIT Programs show reductions in spending costs via less incarcerations, injuries, officers available for calls for service, lawsuits
- No price can be placed on facilitating intervention and treatment for those in need. APD does not want to perpetuate illness through incarceration.

Recommendation

- Allow APD to submit a grant to establish a CIT Program
- APD would expect to begin to assimilate the personnel costs
- At a minimum, allow for APD to request one mental-health professional and one peer support member.

Questions?

Thank you for submitting your proposal. Your application for 2019 BHC-Behavioral Health Consortia LOI -English has been submitted successfully and the tracking number is 25816. You will be receiving more information on the status of your application shortly. For your records, below is a copy of your application. If you have any questions please contact programs1@pdnhf.org.

****

Gracias por enviar su propuesta. Su solicitud de 2019 BHC-Behavioral Health Consortia LOI -English se ha transmitido correctamente y el número de seguimiento es 25816. Pronto recibirá más información sobre el estado de su solicitud. Como constancia, a continuación se muestra una copia de su solicitud. Si tiene alguna pregunta, comuníquese a la dirección programs1@pdnhf.org.

2019 BHC-Behavioral Health Consortia LOI -English

Thank You! Your application has been submitted.

Introduction

2019 Behavioral Health Consortia Informed Programs Letters of Intent (LOI) Instructions

Submission Deadline May 16, 2019

Background

The Paso del Norte Health Foundation seeks letters of intent (LOI) from eligible organizations to further the Health Foundation's goals under the Mental Health and Emotional Well-Being Priority Area.

Specifically, the Health Foundation seeks LOIs to consider for programs informed by regional behavioral health consortia that address behavioral health system gaps not otherwise covered by government or reimbursed by health coverage.

The programs will help meet the Health Foundation's goal for Behavioral Health Consortia efforts to "increase coordination and communication among regional stakeholders to improve the system of care."

Note: a separate call for LOI was released seeking programs to reduce stigma and negative bias under the Think.Change initiative.

The Health Foundation uses the LOI process to welcome a wide-range of proposals from a diverse applicant pool. After review, the Health Foundation will invite selected applicants to submit a full proposal.

Behavioral Health System Defined

For this LOI process, the Health Foundation defines a behavioral health system as inclusive of treatment, navigation, support and health promotion services for mental health, intellectual and developmental disabilities (IDD), addiction and related substance use disorders, and other related disorders.

Health Foundation Role in Behavioral Health System Improvement

The Health Foundation does not fund illness treatment services. The Health Foundation's role, in conjunction with the Empower Change Backbone, is to serve as a neutral convener and facilitator on each of the community collaboratives and related work groups. Work to improve the Paso del Norte region's behavioral health systems under the Mental Health and Emotional Well-Being Priority Area will strive to achieve an "Ideal Behavioral Health System." The El Paso Behavioral Health Consortium leaders accepted the definition of an ideal behavioral health system as: an inclusive collaborative system (including criminal justice, law enforcement, veterans' services, juvenile justice, child welfare, schools, homeless providers, health systems); organized within whatever resources are available at every possible level (policy, program, procedure, and practice); customer-driven and focused on meeting or exceeding the service and support needs of individuals and families; person-centered, recovery and resiliency-oriented; integrated, trauma-informed, culturally competent, and organized from a population health perspective; set up to meet the needs of individuals and families with complex, co-occurring conditions of all types (mental health, substance abuse, medical, cognitive, housing, legal, parenting, etc.); and prepared to support individuals and families as they make progress to achieve the happiest, most hopeful, and productive lives they possibly can. Other communities in Texas are using this ideal system definition to compare against their community's current behavioral health system. LOIs submitted to the Health Foundation will be in complement with goals from the following regional Consortia and related workgroups:

El Paso County: The El Paso Behavioral Health Consortium (Consortium) was convened in 2013 to examine the El Paso County behavioral health system in preparation for future service needs and funding trends. The Health Foundation played a lead role in transitioning the Consortium into an effective system of care collaborative. An assessment of the El Paso County behavioral health system was completed in early 2014. The assessment describes what an ideal behavioral health system of care should be for El Paso and it compares El Paso County's system to the ideal system of care making specific recommendations on ways to address known system gaps. The Consortium leadership accepted the report as a benchmark and developed a council structure with an aim to achieve the ideal behavioral health system. Consortium action plans can be found at: HealthyPasodelNorte.org

Southern New Mexico: In 2016, the Health Foundation began efforts to develop similar collaborations in Southern New Mexico and Ciudad Juárez. At that time an existing collaborative in Doña Ana County had a priority to address behavioral health concerns within the justice system. With a Health Foundation partnership to enhance the 2016 Domenici Institute Annual Conference, the collaborative was strengthened and confirmed its name and structure as the Doña Ana Wellness Institute. The Doña Ana Wellness Institute and the Local Behavioral Health Collaborative - 3 in Doña Ana County work on goals to improve the system of care. In Otero County, the Otero County Community Health Council and the Local Behavioral Health Collaborative – 12, also work with community stakeholders to improve the system of care; Health Foundation and Empower Change team members participate in these groups and support their efforts. For more information on Doña Ana and Otero County behavioral health systems, contact Enrique Mata at 915-218-2617 or emata@pdnhf.org .

Ciudad Juárez: In 2016, a consortium was also developed in Ciudad Juárez with the assistance of the Mexican arm of the United States/Mexico Border Health Commission. The group, now known as ROTMENAS (an acronym describing the charge of the group to improve the Juárez behavioral health system, inclusive of treatment and health promotion services for mental health, intellectual and developmental disabilities (IDD), and other related disorders including substance abuse) now convenes regularly and is building strength, structure and synergy among the more than 33 organization partners. The ROTMENAS strategic plan and goals can be found at: https://rotmenas.saludfronterizachihuahua.org/

Eligibility

Eligible applicants include nonprofit tax-exempt organizations, including churches and units of government, located in the Paso del Norte Region. See the Paso del Norte Health Foundation website www.pdnhf.org for more information about grant guidelines.

Deadlines & Schedule

- Letters of intent due to Foundation via the Foundation's on-line application system: **May 16, 2019**
- Invitations for full proposals announced: **June 4, 2019**
- Invited applicants may be required to meet with Program Officer before submitting full proposal.
- Full proposals due: **July 18, 2019**

- Projected funding cycle start date: **November 1, 2019**, but other dates may be proposed.

Letter of Intent Format

1. **Purpose:** In 100 words or less, state the purpose or goal of the proposed program. Applicants must clearly link the purpose of the proposed program with a regional behavioral health consortium goal. Consortia include; behavioral health collaboratives in Doña Ana and Otero Counties in Southern New Mexico, The El Paso County Behavioral Health Consortium or the ROTMENAS Collaborative in Ciudad Juárez.
2. **Program Objectives:** In 100 words or less, list up to three measurable objectives. These objectives may be modified if a full proposal is solicited.
3. **Major Strategies Under Consideration:** In 300 words or less, describe anticipated approaches or strategies to meet the proposed program objectives.

Applicants are encouraged to speak with Enrique Mata, Senior Program Officer, 915-218-2617, emata@pdnhf.org about the LOI or the full proposal. For technical questions about online submission, please contact Juanita Galaviz 915-218-2618, jgalaviz@pdnhf.org. Please consult the Grantmaking Guidelines under the Grant Center on the Health Foundation's website.

Contact Information

Primary Contact

Please enter the contact information of the organization's CEO, President or Executive Director.

Prefix

Mr.

First Name

Brian

Last Name

Cesar

Title

Interim City Manager

Address

Enter only if the address is different from the organization's address

1376 E. Main Street

City

Alamogordo

State

NM

Zip Code

88310

Telephone

(575) 439-4203

E-mail

bcesar@ci.alamogordo.nm.us

Program Contact

No Please check if the program contact is the same as the organization's primary contact.

Leave blank if the program staff person has not been assigned to the proposed project.

Prefix

Mr.

First Name

Brian

Last Name

Peete

Title

Police Chief

Program Contact Address

Enter only if the address is different from the primary contact address.

700 Virginia Ave.

City

Alamogordo

State

NM

Office Zip Code

88310

Telephone

Please enter the direct number for the program contact.

(575) 439-4325

E-mail

bpeete@ci.alamogordo.nm.us

LOI Instructions

LOI Summary Information

Proposed Program Title
Improving systems to Improve care: Building a Culture of CIT in Alamogordo

Grant Start Date

1/1/2020

Grant End Date

12/31/2021

Geographical area(s) served by the proposed program
Alamogordo (New Mexico-Otero County)

LOI Format

Purpose
100 words or less

The primary purpose of this project is to improve our community continuum of care to support people living with a mental illness and/or substance use disorder or who are experiencing a mental health crisis. Our objectives are tightly aligned with the priorities identified in our Behavioral Health Local Collaborative (Judicial District 12) 2019-2021 Action Plan and in our 2018 Crisis Intervention Team (CIT) Training Strategic Implementation Plan. These plans were developed by a diverse group of local stakeholders following our 2018 Strategic Planning/Sequential Intercept Mapping processes, which were supported by Policy Research Associates under a Bureau of Justice Assistance initiative.

Program Objective(s)
100 words or less

Our three primary objectives reflect gaps and resources identified at specific intercept points within our local behavioral health and criminal justice systems:
1) Reduce unnecessary criminal justice system involvement among people living with a mental illness and/or substance use disorder or who are experiencing a mental health crisis
2) Increase connection to appropriate evaluation, treatment, and support services among people experiencing a mental health crisis
3) Develop a sustainable evaluation approach that uses shared metrics and outcomes at intercepts 0 (Community Services) and 1 (Dispatch/Officer contact and arrest) to track community progress

Major Strategies
300 words or less

Our proposed project aligns with, leverages, and enhances current collaborative and evidence-based initiatives in our county, especially our CIT model program implemented in early 2019. Twenty-one participants from the Alamogordo Police Department, the Otero County Sheriff’s Office, US Customs & Border Protection, Tularosa Police Department, and Holloman Air Force Base, and two local mental health professionals graduated from the 40-hour CIT training program held in January. Our first CIT “Train-the-Trainer” event was held in March 2019. Nine law enforcement professionals, two mental health professionals, one healthcare professional, and 2 public health professionals received the

“Train-the Trainer” designation; an additional 13 community members participated in selected components of the training. Consistent with recommendations made as part of our CIT Strategic Planning, CIT team members have identified the following strategies as being key to accomplishing our objectives: 1) Implement a Mobile Crisis Team consisting of CIT-trained officers, a licensed mental health professional, and three certified Peer Support Specialists; 2) Empower and engage Peer Support Specialists throughout our continuum of care; 3) Coordinate crisis response and intervention protocols between law enforcement, local health systems, and the New Mexico Crisis and Access Line to reduce unnecessary law enforcement involvement in mental health crisis situations; and 4) Align city and county priorities and resources to support mental health for justice-involved persons. Our proposed objectives and strategies have emerged as priorities based on input from law enforcement, health systems, city/county government, community and faith-based organizations, and people living with mental illness. Our proposed scope of work aligns with and complements the regional Paso del Norte Health Foundation Mental Health & Wellbeing Priority Area Strategic Plan 2018-2021, our Otero County Community Health Council/Behavioral Health Local Collaborative Action Plan, and our CIT Program Implementation Plan.

Organization Information

Organization Information

Tax ID

85-6000099

Organization Name

City of Alamogordo

Mailing Address

1376 E. Ninth Street

City

Alamogordo

State

NM

Zip Code

88310

Telephone

(575) 439-4203

Web Site Address

1376 E. Ninth Street

Legal Name

Enter if different than the organization name.

City of Alamogordo

Is your organization a subsidiary of another entity?

No

Organizational Summary

Please provide a brief organizational summary .

300 words or less

The Alamogordo Police Department (APD) strongly recognizes the vital role mental health professionals provide in public safety and believes that it takes a concerted effort to improve the quality of life and service for the citizens of Alamogordo. In May, 2018, APD was one of four pilot sites nationwide awarded a Bureau of Justice Assistance (BJA) grant from the U.S. Department of Justice to establish a Crisis Intervention Training model. This opportunity to work closely with our City's mental health professionals has enabled the two groups to form a strong alliance and we are committed to working together to make Alamogordo a model of cooperation between law enforcement and mental health professionals and organizations for others to use as a benchmark. The strong relationship and shared goals between APD and the City's mental health providers will enable us to further develop plans to service and support the needs of all individuals and families in our City.

Provide the organization's mission statement.

300 words or less

City of Alamogordo mission statement: 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. Alamogordo Police Department mission statement: We are professionals who will strive every day to provide the best possible service to our community. We will implement effective strategies that reduce crime, the fear of crime, and advocate for animals and their care.

Please enter the year the organization was founded.

1912

Authorization

Yes I am authorized to submit this letter of intent (LOI) on behalf of the organization. By signing this form, the applicant is certifying that the information contained herein is true and correct. I am acknowledging that I have been given the authority by Executive Leadership to submit this application on behalf of the organization.

Authorization Name

Debbie Osborne

Authorization Date

5/15/2019

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/11/2019 **Report Date:** 6/3/2019 **Report No:** 13.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, approval of Alamogordo Police Department submitting a grant application to the U.S. DOJ, Southwest Border Rural Law Enforcement Information Sharing and Interdiction Assistance Grants program, in the amount of $200,000. *(Brian Peete, Police Chief)*

Fiscal Impact: $200,000
Amount Budgeted: $0.00
Fund: 036

Additional Fiscal Impact: Grant award would provide $200,000. There is no match required.

Recommendation: Approve submission of grant application.

Background: The U.S. Department of Justice, Bureau of Justice Assistance, is soliciting grant applications for funding under Southwest Border Rural Law Enforcement Information Sharing and Interdiction Assistance Grants, which provide funding to rural law enforcement agencies (with populations less than 100,000) along the southwest border of the United States to support efforts to reduce violence. The Alamogordo Police Department (APD) would like to apply for $200,000 to assist in purchasing new Computer Aided Dispatch and Case and Records Management Software. This software is critical in establishing 21st Century Policing Practices, Intelligence-based strategies and especially a Joint Public Safety Answering Point (PSAP) thus allowing APD to fully communicate with law enforcement agencies in the county, and in sharing accurate data and information across the State and Country so to help with the reduction of crime/drug-related crime: it will enhance the safety and well-being of our citizens.

APD anticipates this technology will drastically increase productivity, availability and response times to emergency service calls, Officer Safety, Administrative Functions, Department morale and retention.

OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Southwest Border Rural Law Enforcement Information Sharing and Interdiction Assistance Grants
FY 2019 Competitive Grant Solicitation

CFDA: #16.738

Grants.gov Solicitation Number: BJA-2019-16289

Solicitation Release Date: April 30, 2019

Application Deadline: 11:59 p.m. eastern time on July 2, 2019

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for funding under Southwest Border Rural Law Enforcement Information Sharing and Interdiction Assistance Grants, which provide funding to rural law enforcement agencies along the southwest border of the United States, to support efforts to reduce violent crime.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. It provides guidance to applicants on how to prepare and submit applications for funding to OJP. If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.

Eligibility (Who may apply):

The eligible applicants for this solicitation are limited to the following entities within California, New Mexico, Arizona, and Texas:

- County sheriff's offices of any size
- Rural law enforcement agencies (excluding county sheriff's offices) serving jurisdictions with populations of fewer than 100,000
- Federally recognized Indian tribal governments (as determined by the Secretary of the Interior)

Priority consideration will be given to applicants that represent jurisdictions located within 25 miles of the border between the United States and Mexico.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

BJA will consider applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any others must be proposed as subrecipients ("subgrantees"). BJA will not fund separate applications from different agencies within the same jurisdiction under this solicitation (i.e., a law enforcement agency and prosecutor agency within the same jurisdiction). In these cases, BJA encourages these agencies to form task force partnerships and submit one application for the entire jurisdiction. The applicant must be the entity that would have primary responsibility for carrying out the award, including administering the funding and managing the entire project. Under this solicitation, only one application by any particular applicant entity will be considered. An entity may, however, be proposed as a subrecipient ("subgrantee") in more than one application. For additional information on subawards, see the OJP Grant Application Resource Guide.

BJA may elect to fund applications submitted under this FY 2019 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

Contact information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800–518–4726 or 606–545–5035, at https://www.grants.gov/web/grants/support.html, or at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

An applicant that experiences unforeseen Grants.gov technical issues beyond its control that prevent it from submitting its application by the deadline must email the contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under "Experiencing Unforeseen Grants.gov Technical Issues" in the How To Apply (Grants.gov) section in the OJP Grant Application Resource Guide.

For assistance with any unforeseen Grants.gov technical issues beyond an applicant's control that prevent it from submitting its application by the deadline, or any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 800–851–3420; via TTY at 301–240–6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301–240–5830; or web chat at https://webcontact.ncjrs.gov/ncjchat/chat.jsp. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. OJP strongly encourages applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the Administrative, National Policy, and Other Legal Requirements section in the OJP Grant Application Resource Guide.

Deadline Details

Applicants must register with Grants.gov at https://www.grants.gov/web/grants/register.html prior to submitting an application. All applications are due by 11:59 p.m. eastern time on July 2, 2019.

To be considered punctual, an application must be submitted by the application deadline using Grants.gov, and the applicant must have received a validation message from Grants.gov that indicates successful and timely submission. OJP urges applicants to submit applications at least 72 hours prior to the application due date, to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

An applicant must use the **Add Attachment** button to attach a file to its application. Do not click the paperclip icon to attach files. This action will not attach the files to the application. After adding an attachment, select the **View Attachment** button to confirm you attached the correct file. To remove the file, select the **Delete Attachment** button.

OJP encourages all applicants to read this Important Notice: Applying for Grants in Grants.gov.

For additional information, see the How to Apply (Grants.gov) section in the OJP Grant Application Resource Guide.

Contents

SOUTHWEST BORDER RURAL LAW ENFORCEMENT INFORMATION SHARING AND INTERDICTION ASSISTANCE GRANTS

CFDA # (16.738)

A. Program Description

Overview
The BJA Southwest Border Rural Law Enforcement Information Sharing and Interdiction Assistance Grants are an innovative new program designed to provide resources and assistance to fund rural law enforcement agencies along or near the southwest border of the United States to support their efforts to reduce violent crime, including drug-related crime and human trafficking.

Statutory Authority: Any awards under this solicitation will be made under the Consolidated Appropriations Act, 2019 Pub. L. No. 116-6, 133 Stat 13, 118, and under the "reserved funds" section (34 U.S.C. § 10157(b)(1)) of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The "reserved funds" section provides that up to 5 percent of the funds available to carry out the JAG Program may be granted for one or more of the purposes specified at 34 USC § 10152 upon a determination that such a grant is necessary "to combat, address, or otherwise respond to precipitous or extraordinary increases in crime, or in a type or types of crime."

Program-Specific Information
The Southwest Border Rural Law Enforcement Information Sharing and Interdiction Assistance Grants will provide support to sheriffs and rural law enforcement agencies along or near the southwest border to address precipitous increases of all types of crime unique to this region, including human trafficking, sexual assaults, drug trafficking, and other forms of violent crime. These grants are designed to enhance information sharing (including investigatory and intelligence data) and dedicated messaging capability among federal, state, local, and tribal agencies working along or near the southwest border, and to provide previously identified specialized equipment to address crime issues that may be unique to the designated area.

Applications will be accepted from county sheriff's offices, rural law enforcement agencies serving jurisdictions with populations of fewer than 100,000, and tribal law enforcement agencies from the four southwest border states (Arizona, California, New Mexico, and Texas). Priority consideration will be given to projects submitted by jurisdictions located within 25 miles of the U.S.–Mexico border.

Applications may feature methods to improve data collection along the southwest border; the sharing of information and intelligence; use of rapid DNA analysis; drug trafficking interdiction, to include opioids and human trafficker interdiction; support for or creation of regional real-time crime centers (RTCCs) or intelligence center resources augmenting officer protection; and the deployment of new interdiction teams or sustainment of existing ones. Proposals are not limited to the projects listed above; however, BJA is broadly interested in projects that address local crime problems, especially those related to violent crime. Applicants should clearly articulate how their proposals will reduce crime in their areas, especially violent crime. Applicants will also need to identify how award funding would address a precipitous or extraordinary increase in crime(s) or in a type or types of crime in their jurisdictions, and submit documentation of local crime statistics for a 2-year period. BJA is also interested in projects that would improve communication and collaboration among federal, state, local, and tribal agencies, to include those other than law enforcement.

Objectives and Deliverables

Objective: Identify projects in the southwest border states that will address documented violent crime; drug trafficking; sexual assaults, to include crimes against children; and human trafficking through innovation, technology, or analytics.

Deliverable: The applicant will articulate how the proposed project will address violent crime and, once implemented, provide statistical documentation on the project's impact on crime in the project's jurisdiction and adjacent areas. These statistics will be submitted as part of the successful applicant's bi-annual report submitted in BJA's Grant Management System (GMS).

Objective: To improve information and intelligence sharing with adjacent jurisdictions and those throughout the southwest border states. This could include the support of an established or development of a new RTCC, intelligence center, or regional platforms.

Deliverables: The applicant will document how the proposed project will improve communications, cooperation, collaboration, and information sharing among jurisdictions. This will include sharing data on current crime trends, analysis of intelligence, and utilization of interdiction teams where applicable. This effort should also identify crime trends and issues that may be unique to southwest border states and how the project will address them.

Applicants should outline in their proposals a strategic and comprehensive process to achieve the objectives and generate the deliverables that are described above.

The Objectives and Deliverables are directly related to the performance measures that demonstrate the results of the work completed, as discussed under What an Application Should Include.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the OJP Grant Application Resource Guide.

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the OJP Grant Application Resource Guide section, entitled, "Information Regarding Potential Evaluation of Programs and Activities."

B. Federal Award Information

Maximum number of awards BJA expects to make	10 awards
Estimated maximum dollar amount for each award	$200,000
Total amount anticipated to be awarded	$2,000,000
Period of performance start date	October 1, 2019
Period of performance duration	24 months

BJA may, in certain cases, provide additional funding in future years to awards made under this solicitation, through continuation awards. In making decisions regarding continuation awards, OJP will consider, among other factors, the availability of appropriations, when the program or project was last competed, OJP's strategic priorities, and OJP's assessment of both the management of the award (for example, timeliness and quality of progress reports) and the progress of the work funded under the award.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Type of Award
BJA expects to make any award under this solicitation in the form of a grant. See the Administrative, National Policy, and Other Legal Requirements section of the OJP Grant Application Resource Guide for important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants (and cooperative agreements).

Financial Management and System of Internal Controls
Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements[1] as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the OJP Grant Application Resource Guide for additional information.

Budget Information

Cost Sharing or Match Requirement
This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

Pre-agreement Costs (also known as Pre-award Costs)
Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the federal award.

[1] The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

OJP does **not** typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. All such costs incurred prior to award and prior to approval of the costs are incurred at the sole risk of the applicant. (Generally, no applicant should incur project costs **before** submitting an application requesting federal funding for those costs.) Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of the solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent with the recipient's approved budget and applicable cost principles. See the section titled Costs Requiring Prior Approval in the DOJ Grants Financial Guide (Post-award Requirements) at https://ojp.gov/financialguide/DOJ/index.htm for more information.

Limitation on Use of Award Funds for Employee Compensation; Waiver
For applicants seeking the waiver, see the OJP Grant Application Resource Guide for information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs
OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such events. See the OJP Grant Application Resource Guide for information.

Costs Associated With Language Assistance (if applicable)
See the OJP Grant Application Resource Guide for information on costs associated with language assistance that may be allowable.

C. Eligibility Information

For eligibility information, see title page. For information on cost sharing or match requirements, see Section B. Federal Award Information.

D. Application and Submission Information

What an Application Should Include
For this solicitation, BJA has designated the following application elements as critical: Program Abstract, Program Narrative, Budget Detail Worksheet and Budget Narrative, Timelines, and copies of any memorandum of understanding or cooperative agreement for agencies working as part of the task force identified in the application.

See the Application Elements and Formatting Instructions section of the OJP Grant Application Resource Guide for information on, among other things, what happens to an application that does not contain all of the specified elements or that is nonresponsive to the scope of the solicitation.

1. **Application for Federal Assistance (Standard Form (SF)-424)**
   The SF-424 is a required standard form used as a cover sheet for submission of preapplications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") **is** subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-Review-_SPOC_01_2018_OFFM.pdf. If the applicant's State appears on the SPOC list, the applicant must contact the State SPOC to find obtain information about and comply with the State's process under E.O. 12372. In completing the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its State E.O. 12372 process. (An applicant whose State does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.").

2. **Project Abstract**

Applications should include an abstract that summarizes the proposed project in 400 words or fewer. Project abstracts should be:

- Written for a general public audience.
- Submitted as a separate attachment with "Project Abstract" as part of its file name.
- Single-spaced, using a standard 12-point font (such as Times New Roman) with 1-inch margins.

As a separate attachment, the project abstract will not count against the page limit for the program narrative.

3. **Program Narrative**

The program narrative must respond to the Review Criteria in the order given. Applications are peer reviewed and scored on answers to the Review Criteria. The program narrative should be double-spaced, using a standard 12-point font (Times New Roman is preferred) with 1-inch margins, and should not exceed 10 pages. Number pages "1 of 10," "2 of 10," etc.

If the program narrative fails to comply with these length restrictions, BJA may consider such noncompliance in peer review and in final award decisions.

The following sections should be included as part of the program narrative:

a. Description of the Project/Initiative and Issues To Be Addressed

b. Project/Initiative Design and Implementation

c. Capabilities and Competencies

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives and deliverables identified under "Objectives and Deliverables" in Section A. Program Description.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

Performance measures for this solicitation are listed in Appendix B: Performance Measures Table.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Award recipients will be required to provide the relevant data by submitting bi-annual performance metrics as part of their progress reports in GMS.

Note on Project Evaluations
An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the OJP Grant Application Resource Guide.

4. **Budget Information and Associated Documentation**
   See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and preagreement costs.

5. **Indirect Cost Rate Agreement**
   See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

6. **Tribal Authorizing Resolution (if applicable)**
   An application in response to this solicitation may require inclusion of information related to a tribal authorizing resolution. See the OJP Grant Application Resource Guide for information on tribal authorizing resolutions.

7. **Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)**
   Every OJP applicant (other than an individual applying in his or her personal capacity) is required to download, complete, and submit the OJP Financial Management and System of Internal Controls Questionnaire (Questionnaire) at https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf as part of its application. See the OJP Grant Application Resource Guide for additional information and submission instructions for this Questionnaire.

8. **Disclosure of Lobbying Activities**
Each applicant must complete and submit this information. See the OJP Grant Application Resource Guide for additional information and submission instructions for this disclosure.

9. **Applicant Disclosure of Pending Applications**
Each applicant is required to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation and (2) would cover any identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. For additional information on the submission requirements for this disclosure, see the OJP Grant Application Resource Guide.

10. **Applicant Disclosure and Justification – DOJ High Risk Grantees[2] (if applicable)**
An applicant that is designated as a DOJ High Risk Grantee is to submit in GMS, as a separate attachment to its application, information that OJP will use, among other pertinent information, to determine whether it will consider or select the application for an award under this solicitation. The file should be named "DOJ High Risk Grantee Applicant Disclosure and Justification." (See, also, "Review Process," below, under Section E. Application Review Information, for a brief discussion of how such information may considered in the application review process.) See the OJP Grant Application Resource Guide for additional information and submission instructions for this disclosure.

11. **Research and Evaluation Independence and Integrity**
If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the OJP Grant Application Resource Guide.

12. **Additional Attachments**
    a. **Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)**
    Each applicant must provide responses to the following questions as an attachment to the application:

    (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
    (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
    (3) If yes to either:
    - Please provide a copy of each law or policy.
    - Please describe each practice.
    - Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

[2] A "DOJ High Risk Grantee" is a recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

Note: Responses to these questions must be provided by the applicant as part of the application. Further, the requirement to provide this information applies to all tiers of funding and for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

OJP will not deny an application for an FY 2019 award for failure to submit these required responses by the application deadline, but a recipient will not receive award funds (and its award will include a condition that withholds funds) until it submits these responses.

b. Letter Affirming Memorandum of Understanding or Inter-Local Agreement (if applicable)
Applicants can attach a letter addressed to the BJA Director affirming any memorandums of understanding or any other local agreements that may exist between agencies working on the program or project under this application.

c. Timeline
Include a comprehensive timeline that identifies milestones, numerically listed deliverables, and who is responsible for each activity (provide title and agency). The task force's regularly scheduled quarterly meeting must be reflected on the timeline.

d. Letters of Support or Collaboration
Include letters of support or collaboration from relevant state and local law enforcement agencies and federal agencies (to include, where appropriate, local offices of the Federal Bureau of Investigation (FBI), U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations, and U.S. Attorneys). ***Any letters of support or collaboration must be part of the application package; no independent letters will be accepted after the application has been submitted.***

How To Apply (Grants.gov)
Applicants must register in and submit applications through Grants.gov, a primary source to find federal funding opportunities and apply for funding. Find information on how to apply in response to this solicitation in the OJP Grant Application Resource Guide.

Registration and Submission Steps
Applicants will need the following identifying information when searching for the funding opportunity on Grants.gov.

1. **CFDA #16.738 Southwest Border Rural Law Enforcement Information Sharing and Interdicition Assistance Grants**
2. **Funding opportunity #BJA-2019-16289**

For information on each registration and submission step, see the OJP Grant Application Resource Guide.

E. Application Review Information

Review Criteria
Applications that meet basic minimum requirements will be evaluated by peer reviewers using the following review criteria.

1. **Description of the Project/Initiative and Issues (10 percent)**
   Identify the precise purpose of the particular project and the crimes that it will address. Provide a review of specific data on current needs of the applying law enforcement and criminal justice agencies, and demonstrate how these needs can be met through this project.

2. **Project/Initiative Design and Implementation (30 percent)**
   Fully describe how the project may reduce violent crimes, how it will improve information sharing, increase cooperation and collaboration, and who is responsible for each activity (provide title and agency).

3. **Capabilities and Competencies (25 percent)**
   Fully describe the applicant's capabilities to implement the project/initiative submitted and the competencies of the staff assigned to it or who oversee the project. Identify personnel who are critical to the project's successful implementation and discuss their roles, responsibilities, and qualifications. Discuss organizational capabilities or competencies that will directly impact the ability to successfully implement the proposed enforcement project.

4. **Impact/Outcomes – Plan for Collecting the Data Required for this Solicitation's Performance Measures (10 percent)**
   Explain how this project's effectiveness will be demonstrated. Describe how performance measure data will be collected, who will collect and report the data, how the data will be stored, and how they will be assessed to measure the impact of proposed efforts. Describe how performance data will be shared with customers and stakeholders.

5. **Sustainment (15 percent)**
   Outline a strategy for sustaining the project and the proposed work described in the application after the federal grant ends. This would include enforcement initiatives, continued training, and public awareness efforts.

6. **Budget (10 percent)**
   Provide a budget for the entire project period that is complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). Budget narratives should demonstrate generally how applicants will maximize cost effectiveness of grant expenditures. Budget narratives should demonstrate cost effectiveness in relation to potential alternatives and the objectives of the project.[3] The funds awarded under this solicitation may not be used for land acquisition or construction projects, and

[3] Generally speaking, a reasonable cost is a cost that, in its nature or amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

may not be used to provide any security enhancements or any equipment to any non-governmental entity that is not engaged in law enforcement or law enforcement support, criminal or juvenile justice, or delinquency prevention.

Review Process

OJP is committed to ensuring a fair and open process for making awards. BJA reviews an application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation requirements. See the OJP Grant Application Resource Guide for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may take into account not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

F. Federal Award Administration Information

Federal Award Notices

See the OJP Grant Application Resource Guide for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application. See the OJP Grant Application Resource Guide for additional information on administrative, national policy, and other legal requirements.

Statutory and Regulatory Requirements; Award Special Conditions

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with award conditions, as well as all applicable requirements of federal statutes and regulations. OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions prior to submitting an application.

Individual FY 2019 awards made pursuant to this solicitation will, as appropriate and to the extent consistent with law, include conditions that will require the recipient (and any subrecipient) that accepts the award to do various things, with respect to the "program or activity" that would receive federal financial assistance thereunder. Although the specific terms of each of those conditions are what will govern the awards, included among such conditions will be some that, generally speaking, will require the recipient (and any subrecipient) that accepts the award to do some or all of the following:

- Not to violate 8 U.S.C. § 1373 (prohibiting restrictions on— (1) communication to/from the Department of Homeland Security ("DHS") of information regarding the citizenship or immigration status of any individual; and (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual).
- Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien).
- Not to publicly disclose federal law enforcement information in an attempt to conceal, harbor, or shield certain individuals from detection, including in violation of 18 U.S.C. §§ 1071 or 1072, or 8 U.S.C. § 1324(a).
- Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1266(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released") and 8 U.S.C. § 1231(a)(4) (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours' advance notice to DHS regarding the scheduled release date and time of an alien in the recipient's custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act.
- Not to impede the exercise by DHS agents, "anywhere in or outside the United States" (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," specifically by requiring such recipients to permit DHS agents to have access to any correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.

The reasonable costs (to the extent not reimbursed under any other federal program) of complying with these conditions, including honoring any duly authorized requests from DHS that is encompassed by these conditions, will be allowable costs under the award.

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the OJP Grant Application Resource Guide for information on information technology security.

General Information About Post-Federal Award Reporting Requirements

In addition to the deliverables described in Section A. Program Description, any recipient of an award under this solicitation will be required to submit certain reports and data.

Required reports. Recipients typically must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Data on performance measures. In addition to required reports, each award recipient also must provide data that measure the results of the work done under the award. To demonstrate program progress and success, as well as to assist DOJ in fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103–62, and the GPRA Modernization Act of 2010, Public Law 111–352, OJP will require any award recipient, post award, to provide performance data as part of regular progress reporting. Successful applicants will be required to access OJP's performance measurement page at https://ojp.gov/performance/ to view the specific reporting requirements for this grant program.

See the OJP Grant Application Resource Guide for additional information on specific post-award reporting requirements, including performance measures data.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2.

For contact information for Grants.gov, see page 2.

H. Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and U.S.C. 552a)
All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. See the OJP Grant Application Resource Guide for information on DOJ and OJP processes with regard to application information requested pursuant to FOIA.

Provide Feedback to OJP
To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. See the OJP Grant Application Resource Guide for information on providing solicitation feedback to OJP.

Appendix A: Application Checklist

FY 2019 Southwest Border Rural Law Enforcement Information Sharing and Interdiction Assistance Grants

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do: See OJP Grant Application Resource Guide

Prior to Registering in Grants.gov:
_____ Acquire a DUNS Number (see the OJP Grant Application Resource Guide)
_____ Acquire or renew registration with SAM (see the OJP Grant Application Resource Guide)

To Register with Grants.gov:
_____ Acquire AOR and Grants.gov username/password (see the OJP Grant Application Resource Guide)
_____ Acquire AOR confirmation from the E-Biz POC (see the OJP Grant Application Resource Guide)

To Find Funding Opportunity:
_____ Search for the Funding Opportunity on Grants.gov (see page 12)
_____ Access Funding Opportunity and Application Package (see the OJP Grant Application Resource Guide)
_____ Sign up for Grants.gov email notifications (optional) (see the OJP Grant Application Resource Guide)
_____ Read Important Notice: Applying for Grants in Grants.gov
_____ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm

After Application Submission, Receive Grants.gov Email Notifications That:
_____ (1) application has been received,
_____ (2) application has either been successfully validated or rejected with errors (see the OJP Grant Application Resource Guide)

If No Grants.gov Receipt, and Validation or Error Notifications are Received:
_____ contact NCJRS regarding experiencing technical difficulties (see page 2)

Overview of Post-Award Legal Requirements:

_____ Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards" in the OJP Funding Resource Center at https://ojp.gov/funding/index.htm.

Scope Requirement:

_____ The federal amount requested is within the allowable limit of $200,000.

Eligibility Requirement:
Eligible applicants are limited to the following entities within California, New Mexico, Arizona, and Texas: county sheriff's offices, rural law enforcement agencies serving jurisdictions with populations of fewer than 100,000, and federally recognized Indian tribal governments (as determined by the Secretary of the Interior). Priority consideration will be given to applicants that represent jurisdictions located within 25 miles of the border between the United States and Mexico.

What an Application Should Include:

> The following items are critical application elements required to meet the basic minimum requirements. An application that OJP determines does not include the application elements designated to be critical will neither proceed to peer review nor receive consideration for funding.
>
> Project Abstract, Project Narrative, Budget Detail Worksheet and Narrative, and a Timeline.

_____ Application for Federal Assistance (SF-424) (see page 8)
_____ Intergovernmental Review (see page 9
_____ Project Abstract (see page 9)
_____ Program Narrative (see page 9)
_____ Budget Detail Worksheet (including Narrative) (see page 10)
_____ Indirect Cost Rate Agreement (if applicable) (see page 10)
_____ Tribal Authorizing Resolution (if applicable) (see page 10)
_____ Financial Management and System of Internal Controls Questionnaire (see page 10)
_____ Disclosure of Lobbying Activities (SF-LLL) (see page 11)

Additional Attachments

- ☐ Applicant Disclosure of Pending Applications (see page 11)
- ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see page 11)
- ☐ Research and Evaluation Independence and Integrity (see page 11)
- ☐ Request and Justification for Employee Compensation; Waiver (if applicable) (see page 8)
- ☐ Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) (see page 11)
- ☐ Letter Affirming Assurances and Relevant Legislation, and Memorandum of Understanding or Inter-Local Agreement (if applicable) (see page 12)
- ☐ Timeline (see page 12)
- ☐ Letters of Support, MOUs, etc. (see page 12)

(Note: any letters of support must be part of the application package, no Independent letters will be accepted after the application has been submitted.)

Appendix B: Performance Measures Table

Objectives	Performance Measure	Data Grantee Provides
Objective 1: Identify projects that will address documented violent crime, drugs, and human traffickers through innovation, technology, or analytics.	Deliverables that meet expectations as defined by BJA to include the type of strategy/project used to address violent crime, drugs, and human traffickers	• What are the strategy/project elements being implemented for your southwest border state (SWBS) program? **Answer Yes/No to all that apply** o Specialized units (Yes/No) o Officer trainings (Yes/No) o Place-based crime prevention/CPTED (Yes/No) o Hot spot patrols (Yes/No) o Technology (Yes/No) o Community engagement (Yes/No) o Collaborative Partnerships; (*Partnerships include sharing of information and meetings with outside agencies e.g. federal law enforcement, foreign law enforcement agencies*) (Yes/No) o Economic development (*job creation, business development*) (Yes/No) o Other community services (*e.g. adult education programs, mental health counseling or substance abuse programs*) (Yes/No) o If other strategy/project elements, please describe.
	Percent increase in the number of newly hired sworn staff	• Number of current sworn crime/intelligence analyst and support staff at your agency during the reporting period • Number of current non-sworn crime/intelligence analyst and support staff at your agency during the reporting period
	Percent increase in the number of newly hired non-sworn staff	• During the reporting period, the number of **newly hired sworn** crime/intelligence analyst and support staff • During the reporting period, the number of **newly hired non-sworn** crime/intelligence analyst and support staff

Objectives	Performance Measure	Data Grantee Provides
	Number of UCR Part 1 crimes	• How many violent crimes/incidents occurred during the reporting period? *(In the FBI's Uniform Crime Reporting (UCR) Program, violent crime is composed of four offenses: murder and non-negligent manslaughter, forcible rape, robbery, and aggravated assault. Violent crimes are defined in the UCR Program as those offenses which involve force or threat of force)*
	Number of documented and/or reported drug related crimes	• How many drug-related crimes/incidents occurred during the reporting period? (*In the FBI's UCR Program, drug-related crimes are defined as state and/or local offenses relating to the unlawful possession, sale, use, growing, manufacturing, and making of narcotic drugs including opium or cocaine and their derivatives, marijuana, synthetic narcotics, and dangerous nonnarcotic drugs such as barbiturates.)*
	Number of documented and/or reported human trafficking crimes	• How many human trafficking crimes/incidents occurred during the reporting period? (*In the FBI's UCR Program, human trafficking crimes are defined as* ***Human Trafficking/Commercial Sex Acts****: inducing a person by force, fraud, or coercion to participate in commercial sex acts, or in which the person induced to perform such act(s) has not attained 18 years of age.* ***Human Trafficking/Involuntary Servitude****: the obtaining of a person(s) through recruitment, harboring, transportation, or provision, and subjecting such persons by force, fraud, or coercion into involuntary servitude, peonage, debt bondage, or slavery (not to include commercial sex acts).)*
	Number of documented and/or reported sexual assaults	• How many sexual assault crimes/incidents (including children) occurred during the reporting period? (*In the FBI's UCR Program sexual assault is defined as offenses against chastity, common decency, morals, and the like*
	Implementation of existing and new technology	• Are you implementing or testing a new technology as part of your program during the reporting period? (Yes/No) • If yes, please explain the type of technology that your program is implementing or testing (e.g. data analysis software/hardware)

Objectives	Performance Measure	Data Grantee Provides
	Crime rate	• Since the beginning of your program, has it demonstrated an impact on the problem of focus? (Yes/No) • Please explain your response, using percentage and raw-number increases or decreases in crime
	Data used to support your conclusion about your SWBS program's impact	• What data did you use to support your conclusion about your SWBS program's impact? **Answer Yes/No to all that apply** o Offense/Incident reports (Yes/No) o Calls for Service (Yes/No) o Arrest reports (Yes/No) o Socioeconomic data (includes health and human services data, school data, poverty data, and other community data) (Yes/No) o Evidentiary or adjudication data (includes court data) (Yes/No) o Corrections data (includes probation and parole data) (Yes/No) o Juvenile data (Yes/No) o Survey of officers (Yes/No) o Survey of community members(Yes/No) o Survey of victims (Yes/No) o If other, please describe
Objective 2: Improve information and intelligence sharing throughout jurisdictions and southwest border states.	Systems developed to share information and intelligence	• Were systems developed for sharing information during the reporting period? (*For the purpose of this question, a system is defined as the practice used to share information on program activity between agencies, service providers, stakeholders, or others)* (Yes/No) • Describe the information sharing system • Please answer for what purpose you have developed information-sharing systems during the reporting period. **Answer Yes/No to all that apply** o For sharing information within your law enforcement jurisdiction(Yes/No) o For sharing information with adjacent law enforcement jurisdictions(Yes/No) o For sharing information with the community/members/residents(Yes/No) o For sharing information with other external stakeholders such as funders or elected officials(Yes/No) o If other, please describe

Objectives	Performance Measure	Data Grantee Provides
	Number of new RTCCs and/or intelligence centers this reporting period	• *RTCCs are technology centers that provide law enforcement agencies instant information to help identify patterns and stop emerging crime.* • How many existing RTCCs and/or intelligence centers within your jurisdiction are there this reporting period? • How many RTCCs or intelligence centers were created within your jurisdiction during this reporting period?
Narrative Questions	Accomplishments within the reporting period	• What were your accomplishments within this reporting period?
	Objectives accomplished	• What objectives were accomplished as they relate to your grant application?
	Problems/barriers encountered	• What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your objectives or milestones?
	Assistance needed	• Is there any assistance that BJA can provide to address any problems/barriers identified above? (Please answer Yes or No only.)
	Program completion	• Are you on track to fiscally and programmatically complete your program as outlined in your grant application? (Please answer Yes or No, if no please explain.)
	Major activities	• What major activities are planned for the next 6 months
	Innovative programs/ accomplishments	• Based on your knowledge of the criminal justice field, are there any innovative program/ accomplishments that you would like to share with BJA?

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/11/2019 **Report Date:** 5/22/2019 **Report No:** 14.

Submitted By: April Jones

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

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Alamogordo Promotion Board and the Mayor's Committee on Aging.

Background: **Airport Zoning Board.** One (1) city vacancy. Staff Liaison - Cheryl Otero-Baker
No applications received.

Alamogordo Promotion Board. One (1) vacancy. Staff Liaison - Michelle Brideaux.
One vacancy is due to the expiring term of Mr. Bob Flotte.
The following individual is interested in being reappointed:
Bob Flotte - if reappointed, this will be his eighth term.

Mayor's Committee on Aging. Three (3) vacancies.One (1) of these vacancies may be filled by a county resident. One vacancy is due to the expiring term of Rosanna Heath. Staff Liaison - Britney Courtier.
The following individual is interested in being reappointed:
Rosanna Heath - if reappointed, this will be her second term.

Senior Volunteer Programs Advisory Council. One (1) city vacancies. Staff Liaison - Neil McFarland.
No applications received.

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

RECEIVED
MAY 29 2019
CITY CLERK

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

Name: ROB FLOTTE

Home Phone: 575-437-1245 Work Phone: 575-437-0917

Cell Phone: 575-430-8159 Fax No: 575-437-9917

e-mail address: BFLOTTE@HOTMAIL.COM

Physical Address: 3001 N FLORIDA AVE

Is the above address within City limits? Yes X No ____

Mailing Address: SAME

Present Employer: SELF / CHAMPION REGENCY Job Title: MANAGEMENT

Board/Committee you wish to serve on:

First choice: PROMOTION BOARD

Second choice: ____

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

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

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

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

Experience and education relating to the Board/Committee:

SEVERAL YEARS, 42, IN BROADCASTING IN ALAMOGORDO
PROMO BOARD MEMBER FOR SEVERAL YEARS

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

ENJOY WORKING ON BEHALF OF TOURISM IN ALAMOGORDO.

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396

RECEIVED
MAY 31 2019
CITY CLERK

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

Name: ROSANNA Heath 5-30-19

Home Phone: — Work Phone: —

Cell Phone: 575 910 5413 Fax No: —

e-mail address: rosheath2@yahoo.com

Physical Address: #10 High Mesa Alamogordo, NM 88310

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

Mailing Address: PO Box 1143 La Luz N.M. 88337

Present Employer: Retired Job Title: —

Board/Committee you wish to serve on:

First choice: Mayor's Committee on Aging

Second choice: ____

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

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

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

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

Experience and education relating to the Board/Committee:
I have served on this Committee for the last couple of years & wish to remain. I am on the Nutrition Board.

Please indicate your interest in serving on a City Board/ Committee:
I wish to make our seniors a better quality of life here in Alamogordo, NM

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 6/11/2019 **Report Date:** 6/4/2019 **Report No:** 15.

Submitted By:

Subject: Adjourn into Executive Closed Session in compliance with 10-15-1(h) (8)(7), NMSA (as amended) to discuss Real Property - Land swap proposal from Michael Shyne regarding real property and Threatened or pending litigation - Opioid litigation lawsuit offer. **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: