



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

October 22, 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 City Manager
Petria Bengoechea City Attorney
Rachel Hughs City Clerk

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Otero County Economic Development Council quarterly update. (Laurie Anderson, OCDEC President)

2. Presentation on the Otero County Community Health Assessment. (*Amber Mayhill, Otero County Healthcare Services Director*)

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

3. Approve the minutes for the October 8, 2019 Regular meeting. (*Rachel Hughs, City Clerk*)
4. Approve the statements related to the Executive Closed Session held on October 8, 2019. (*Rachel Hughs, City Clerk*)
5. Approve the 2018 General Obligation Bond Agreement with the New Mexico State Library. (*Sharon Rowe, Library Manager*)
6. Consider, and approve, submission of grant application to NM Department of Cultural Affairs, NM Historic Preservation Division in the amount of \$50,000. (*Brian Peete, Police Chief, Joe Lewandowski, Operational Consultants*)
7. Consider, and approve, submission of STEM Innovation grant application to the New Mexico Library Foundation. (*Sharon Rowe, Library Manager*)
8. Consider, and accept, grant agreement from Paso Del Norte Health Foundation in the amount of \$211,603.57. (*Brian Peete, Police Chief*)
9. Consider, and act upon, Resolution 2019-43 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 October 22, 2019. (*Evelyn Huff, Budget Analyst*) **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

10. Consider, and act upon, final publication of Ordinance 1600 for refunding of the City's outstanding 2009 loan agreement. (*Chris Muirhead and John Archuleta*) **(Roll Call Vote Required)**
11. Consider, and act upon, the award of Public Works Bid No. 2019-002 to Mesa Verde Enterprises, Inc., related to Street Maintenance Program FY2018 (EN1803) in an amount not to exceed \$991,003.17, including NMGR. (*Edward Balderrama, Project Manager*)
12. Consider, and act upon, first publication of Ordinance 1602 Amending Chapter 29, Section 04-110 of the Alamogordo Code of Ordinances regarding Specific Requirements on Certain Streets. (*Stella Rael, City Planner and Petria Bengoechea, City Attorney*) **(Roll call vote required)**
13. Consider, and act upon, Resolution No. 2019-44, adopting the creation of a Census 2020 Complete Count Committee (*Stella Rael, City Planner*). **(Roll Call Vote Required)**

14. Consider, and act upon, release of the lien at 2639 Oakmont Dr. (*Petria Bengoechea, City Attorney*)
15. Appointments to Boards and Committees. (*Richard Boss, Mayor*)

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date:

Report No: 1.

Submitted By:

Subject: Otero County Economic Development Council quarterly update. (*Laurie Anderson, OCDEC President*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:



RECEIVED
SEP 23 2019
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 9-20-19

Request Date
of Meeting:

10-22-19

Name:

Otero County Economic Dev.
Jaurie Anderson

Address:

2400 N. Scenic

Alamogordo NM ZIP 88310

Phone Number:

575-439-3688

E-Mail Address:

b.aguilera@ocedc.com

Item requested will be for: (Please check one)

☐ Information only

☐ Presentation

Brief description of topic to be discussed:

Please attach one original of any documents pertaining to the topic -

We do not allow handouts at the meeting

OCEDC: Quarterly update.

Signature: B. Aguilar

Please return to:

Rachel Hughs, City Clerk
City of Alamogordo
1376 E. 9th Street
Alamogordo, NM 88310

Phone: (575) 439-4205

Fax: (575) 439-4396

E-mail: rhughs@ci.alamogordo.nm.us

Revised 10/13/2017

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/11/2019

Report No: 2.

Submitted By: Rachel Hughs

Subject: Presentation on the Otero County Community Health Assessment. (*Amber Mayhill, Otero County Healthcare Services Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Information only.

Background: Otero County will present why they are doing a Community Health Assessment and what the process will be.



RECEIVED
OCT 11 2019
CITY CLERK

City of Alamogordo City Commission Meeting
AGENDA REQUEST FORM

Today's Date: 10/10/2019

Request Date of Meeting: 10/22/2019

Name: Amber Mayhall

Address: 1101 New York Ave
Alamogordo, NM ZIP 88310

Phone Number: 575-437-7427

E-Mail Address: amayhall@co.otero.nm.us

Item requested will be for: (Please check one)

☒ Information only

☐ Action Item

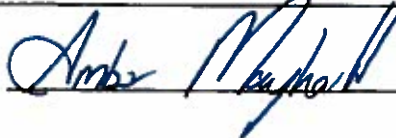
Brief description of topic to be discussed:

Please attach one original of any documents pertaining to the topic -

We do not allow handouts at the meeting

Presentation about the Otero County Community Health Assessment (CHA):

1. Why Otero County is doing a CHA,
2. What process is being used,
3. Current progress, and
4. Inform community about the scheduled Alamogordo CHA event

Signature: 

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

Phone: (575) 439-4272

Fax: (575) 439-4396

E-mail: rhughs@ci.alamogordo.nm.us

Revised 7/1/2019

YOUR VOICE MATTERS!

What does a healthy community look like?



November 7, 2019: Join us anytime between 2pm - 7pm

Sgt. Willie Estrada Memorial Civic Center, 800 E. 1st St., Alamogordo

More info? <https://co.otero.nm.us/374/Community-Health-Assessment>

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/18/2019

Report No: 3.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the October 8, 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
October 8, 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 BENGOCHEA, 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 Swanson and the Pledge of Allegiance was led by Commissioner Sikes.

APPROVAL OF AGENDA

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

PRESENTATIONS

**1. The New Mexico Department of Transportation (NMDOT) will present a project schedule for pedestrian facilities and traffic lights at the White Sands Blvd/Indian Wells intersection.
(Andreas Linnan, NMDOT Project Engineer)**

Item moved to after Unfinished Business on Agenda.

PUBLIC COMMENT

Paul Sanchez commented on the following:

He spoke on an article from the Alamogordo Daily News regarding a question about the alleged letter having to do with the former City Attorney. He said his concern was that one of the Commissioners was quoted in the paper specifically stating that City Clerk Hughs was the one that diverted the letters from when they came into City Hall and took them down to Human Resources. He said there is another quote thereafter that says it is the City Clerk's Office that handles the mail. He said it is his understanding that it was not City Clerk Hughs that directed it, but unless there is actual evidence that it happened, he finds it very disturbing that a City Commissioner would be quoted as specifically accusing the City Clerk of potentially a felony act. He said additionally that same Commissioner (Commissioner Hernandez) had told him directly that the reason Ms. McDonald is running against him is because Police Chief Peete put her up to it. He said there is a specific Commissioner making direct accusations against City Staff and this concerns him. He hoped that those things get retracted and/or proven.

Gene Downer commented on the following:

He commented on the Operation Round-Up. He is gathering up information to present to the Commissioners to get their advice about this project. He wanted to express his support for Mr. Wilde's and Special Events Manager Sides proposals. He also suggested the City get some plants.

Mayor Boss asked the public to help him sing happy birthday to Interim City Manager Cesar. He also congratulated Mayor Pro-Tem Baldwin on his marriage.

CITY MANAGER'S REPORT

Interim City Manager Cesar made the following remarks:

1. He said the City was awarded a CDBG grant in the amount of \$500,000.
2. He stated Police Chief Peete and Grants Coordinator Osborne put in a grant request to Paseo Del Norte. This will be coming to the Commission at the next meeting.

City Attorney Bengoechea said she was invited to speak to two fifth grade classrooms at Buena Vista Elementary on Constitution Day. She thanked Ms. Johnson and Ms. Norwood for giving her time to speak on the Constitution.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Boss made the following comments:

He said he was asked by the County Manager to sit on the Advisory Committee for updating the Otero County's Comprehensive Plan and he accepted. He said City Planner Rael also accepted a position on that Committee. He stated he attended a dinner at the Armory to recognize the deployment of the Delta Company 1st Battalion 200th Infantry. He asked to keep them in our prayers.

Commissioner Hernandez made the following comments:

He said he attended the CDBG awards with Grants Coordinator Osborne. He was told by one of the members the City of Alamogordo had one of the highest scores on the grant application, he stated that goes to Ms. Osborne. He thanked her for her hard work.

Commissioner Payne made the following comments:

She said November 21st, Love Inc will have a public celebration for 10 years in Otero County. She also mentioned that before she was on the Commission, she was on the Community Development Advisory Board and the CDBG grants were awarded to COPE. She is thrilled to see the City will be getting those sidewalks for the downtown area.

CONSENT AGENDA

2. Approve the minutes for the September 24, 2019 Regular meeting. *(Rachel Hughs, City Clerk)*
3. Approve and support the acceptance of the New Mexico Department of Tourism "Clean and Beautiful" Grant award for Keep Alamogordo Beautiful for fiscal year 2020. *(Josh Sides, Special Events Manager)*
4. Approve the agreement with Otero County for Alamogordo Public Library Services to County residents. *(Sharon Rowe, Library Manager)*
5. Approve agreements with Otero County for Alamo Senior Center services to County residents. *(Magdalena Morales, ASC Manager)*
6. Consider, and act upon, Resolution No. 2019-42 authorizing and approving submission of a capital outlay grant application to New Mexico MainStreet. *(Camden Wilde, Alamogordo MainStreet Executive Director and Debbie Osborne, Grant Coordinator)* (Roll Call Vote Required)
7. Consider, and act upon, approval to submit a grant application to Keep America Beautiful's Community Partner Grants program. *(Joshua Sides, Special Events Manager/KAB)*

Commissioner Hernandez moved to approve items 2,3,4,5,6 &7 of the consent calendar.

Commissioner Rardin seconded the motion.

Roll call vote was taken.

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

UNFINISHED BUSINESS

8. Consider, and act upon, water bill dispute for property located at 1123 N. Florida Ave and requesting excessive water bill to be waived in the amount of \$414. (Casey Summerfield, Property Owner)

Ms. Summerfield stated she was here a few months ago here to discuss 68,000 gallons plus that went missing. She said since that time, the City did put in a new meter and a plumber went out and found a small leak. She said after all that her bill dropped to \$81. She spoke on a letter from a plumber that said that leak might have been there maybe a month or two, which does not cover her April or May bill. She showed the Commission the pipe that had a pinhole leak and said this is not going to leak 68,000 gallons in April and May, stop and then start back up in August.

Customer Service Manager Threadgill gave a history on this item and stated the three bills that have went out since the last time they were at the Commission have been an average of \$92 a month.

Mayor Boss said the City has done all the Commission has asked Customer Service Manager Threadgill to do when this was originally put before them and he thinks Ms. Summerfield has done the same. He asked if \$414 is the amount in dispute. Customer Service Manager Threadgill stated \$742.79 is outstanding on this account. Mayor Boss said they are only looking at the \$414. Customer Service Manager Threadgill said that is not the entire amount that was there.

Commissioner Sikes asked if Ms. Summerfield was to pay the average bill from May through September. Customer Service Manager Threadgill said she has paid the average for July through September. He said she has actually paid \$10 more than the average. Ms. Summerfield stated she likes to pay \$100 even. Commissioner Sikes asked if the outstanding amount is over and above what she has paid. Customer Service Manager Threadgill answered yes.

Mayor Boss said he was confused on this because on the agenda report it says that she is requesting to have \$414 waived and not the \$700. Ms. Summerfield said she was willing to pay for her usage and not what she didn't use, and she had figured that her average was about \$100 a month.

Customer Service Manager Threadgill suggested they use "unexplained consumption" under the extraordinary circumstances from the policy that was in place at the time the leak occurred. He said a leak adjustment could be calculated, it would be based on the previous twelve months or less, for as long as she has been at the property.

Mayor Boss asked if she was willing to pay the \$90. She answered the \$100 or whatever.

Customer Service Manager Threadgill said under the unexplained consumption, it may only drop it \$200 to \$250, she may still end up owing \$300 or \$400 based on the total bill right now of \$742.

Mayor Pro-Tem Baldwin said he is a bit confused, he asked if any water consumption prior to it being fixed is eligible for abatement. Customer Service Manager Threadgill answered not necessarily. He said because they had a period from June 16th through August 23rd where there was no continuous consumption, and previous to that there was another period from May 18th through May 26th there was another stoppage of continuous consumption, so the leak that was repaired on August 27th would be addressed by the leak abatement for the period of August 23rd through August 26th. Before that there was no continuous consumption, and even the plumber said that this leak could not have been there for a long period of time. That leak was not the cause of three months prior of high-water consumption.

Mayor Boss asked Ms. Summerfield if she was willing to go along with the calculation that Customer Service Manager Threadgill made. She said she is a little confused now and asked if it was going to be \$100 a month. Customer Service Manager Threadgill said under the extraordinary circumstances/unexplained water consumption if they found this to be the case, under the old policy they can calculate a leak abatement based on that. He said it is not going to bring it down to \$90, that

is not how the leak abatements work. The bill will come down, he is guessing that \$300 to \$400 will come off of that bill., that is his rough calculation.

Mayor Boss asked Ms. Summerfield if she can live with that. She answered yes.

Customer Service Manager Threadgill said they can setup to a three-month payment plan for that remaining balance. He said to this date something is still going on out there, she still has spikes where her water usage will increase 250 to 500 percent every three to five days. He said she still has a 50 percent higher than average water bill based on 10,000 units in Alamogordo.

Mayor Pro-Tem Baldwin said the Commission does have a recommendation from staff even though it does fall into the old policy and the leak was prior to that, he is comfortable to move forward with staff's direction.

Mayor Pro-Tem Baldwin moved to approve as amended.

Commissioner Hernandez seconded the motion.

Motion carried with a vote of 6-0-1. Commissioner Payne recused herself from voting.

Interim City Manager Cesar stated NMDOT (New Mexico Department of Transportation) will not be here for the presentation, but Public Works Director Garner can give the presentation and take back any comments to NMDOT, if the Commission would like.

PRESENTATIONS

1. The New Mexico Department of Transportation (NMDOT) will present a project schedule for pedestrian facilities and traffic lights at the White Sands Blvd/Indian Wells intersection.

(Andreas Linnan, NMDOT Project Engineer)

Public Works Director Garner showed a Power Point Presentation and spoke on the project. He said this is being done due to safety concerns and they are looking at starting in 2021. He announced on October 16, 2019 from 5:00 to 7:00 p.m., NMDOT will be holding a Town Hall meeting to discuss the project. He explained current problems with the intersection and what will be changing. He said at the October 16th meeting, NMDOT will have 60 percent of the design drawn up.

Mayor Boss asked how long this project will be. Public Works Director said because their plans are to remove all the asphalt, bring it down to base course and move the utilities, they are anticipating anywhere between 4 to 6 months.

Interim City Manager Cesar said NMDOT has requested some City staff to attend the meeting. He said a lot of the questions and comments that they have received are actually City questions.

Mayor Boss asked Public Works Director Garner to email the meeting information to all the Commissioners.

Commissioner Rardin asked for a show of hands of who would be attending the meeting so that a potential quorum could be posted, if needed.

NEW BUSINESS

9. Consider, and act upon, appointing Brian Cesar as City Manager. *(Richard Boss, Mayor)*

Mayor Boss explained at the last meeting the Commission voted to appoint Interim City Manager Cesar as City Manager, but the vote was not valid because under reconvene there was no mention of possible action. The Commission will be voting on the appointment tonight.

Commissioner Wright moved to approve.

Commissioner Hernandez asked Interim City Manager Cesar if he still wants to do this, he answered yes.

Commissioner Hernandez seconded the motion.

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

10. Consider, and act upon, award of Public Works Bid No. 2019-006 to General Hydronics Concrete, LLC related to the Las Lomas Drainage Improvements project in an amount not to exceed \$118,890.83, including NMGRT. (Nancy Beshaler, Project Manager)

Project Manager Beshaler explained the project. There were 3 responsive bids received and General Hydronics was the lowest bidder.

Commissioner Hernandez moved to approve.

Commissioner Sikes seconded the motion.

Motion carried with a vote of 6-0-1. Commissioner Wright abstained from voting.

Commissioner Wright asked for the exact location. Project Manager Beshaler said it is right next to 1663 Los Lomas.

11. Consider, and act upon, lien abatement request on 102 Texas. (Petria Bengoechea, City Attorney)

City Attorney Bengoechea said this property has two liens on it currently. She explained that the payoffs that are in the book are through September 30, 2019. She said the lien that they are asking to be abated and released tonight is actually passed the Statute of Limitations. She said they do have a payment arrangement with the owner on the other lien. She said when her Office had the big push to mail out letters in June and July, this was inadvertently left off the letter that the owner received. She said her office continues to work hard to try and collect on these liens and to date they have collected \$16,582.10 since June 1, 2019 and they have made payment arrangements on \$6,142.18.

Mayor Pro-Tem Baldwin moved to approve.

Commissioner Hernandez seconded the motion.

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

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

Mayor Boss read the openings and appointed Michael Groves to the Senior Volunteer Advisory Council. No one was opposed.

EXECUTIVE CLOSED SESSION (Roll Call Vote Required)

13. Adjourn into Executive Closed Session in compliance with 10-15-1(h)(8), NMSA (as amended) to discuss Real Property - Possible land sale regarding property adjacent to Bonito Lake. (Roll Call Vote Required)

Commissioner Rardin moved to adjourn into Executive Closed Session at 7:30 p.m.

Commissioner Hernandez seconded the motion.

Roll Call vote was taken.

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 October 22, 2019.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/11/2019

Report No: 4.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Closed Session held on October 8, 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 October 22, 2019: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on October 8, 2019, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: Real Property - Possible land sale regarding property adjacent to Bonito Lake.

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/8/2019

Report No: 5.

Submitted By: Sharon Rowe

Subject: Approve the 2018 General Obligation Bond Agreement with the New Mexico State Library.
(Sharon Rowe, Library Manager)

Fiscal Impact: \$106,793.02. \$53,396.51 for FY 21 and \$53,396.51 for FY 22.

Amount Budgeted: \$0.00

Fund:

Additional Fiscal Impact:

Recommendation:

Background: The General Obligation Bond monies are to be used for equipment and supplemental library resource acquisitions, including print, non-print and electronic resources. In the past the library has used the money mainly for resources (books, periodicals, databases.) Some money has gone for such items as library catalog computers and a digital magnifier/reader. It is anticipated that half will be spent in FY 2021 and the rest in FY 2022. All money is to be spent by June 30, 2022.

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department of Cultural Affairs, New Mexico State Library Division, hereinafter called the "Department" or abbreviation such as "NMSL", and the City of Alamogordo, hereinafter called the "Grantee" on behalf of the Alamogordo Public Library. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in Chapter 67, Section 10, Paragraph B(1)(a) of New Mexico Laws of 2018, 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, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as Section 4.5.8 NMAC;

WHEREAS, the Grantee is a library, or fiscal agent for a library, that is eligible for receipt of such funds because it is a local public library, or fiscal agent for a local public library, as defined under Section 4.5.8 NMAC that has filed an approved annual report, or is acting as fiscal agent to a library that has filed an annual report, with the Department;

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, the Department determined the amount of the Grant based on the criteria described in Rule 4.5.8.8 NMAC ("Distribution of Funds").

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:

Project No. **A18C5074** for four million dollars (\$4,000,000.00)

APPROPRIATION REVERSION DATE: 30-JUN-2022

Laws of 2018, Chapter 67, Section 10, Paragraph B(1)(a), four million dollars (\$4,000,000), for equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, and for the purchase and installation of broadband internet equipment and infrastructure at nontribal public libraries statewide.

Contingent upon the State of New Mexico's successful sale of general obligation bonds, the Grantee's total reimbursements shall not exceed, One Hundred Six Thousand Seven Hundred Ninety Three Dollars and Two Cents (\$106793.02) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, which equals zero dollars (\$0.00) which equals, One Hundred Six Thousand Seven Hundred Ninety Three Dollars and Two Cents (\$106793.02) (the "Adjusted Appropriation Amount"). If the State of New Mexico sells some portion of the general obligation bonds associated with the four million dollars, Grantee's total reimbursements shall not exceed an amount proportional to the reduced total sale (i.e., if only three million of the four million dollar appropriation, then Grantee's total reimbursements shall not exceed three fourths of the total reimbursements described in this paragraph, above).

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." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. 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, or upon the State of New Mexico's sale of the general obligation bonds authorized in 2018, whichever comes last, 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 Reimburse² 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

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). " See, 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.

- 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 Grantee's legal procurement 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 ;
 - (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 of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its 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

- (vi) The Grantee's submittal 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 as follows:
 - 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 expenditures.
 - c. The Department may, in its 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 3.
 - d. The date the Department sends, by mail or email, 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 begin work.

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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Alamogordo on behalf of the Alamogordo Public Library

Name: _____

Title: _____

Address: _____

Email: _____

Telephone: _____

FAX: _____

Department: New Mexico State Library

Name: Development Bureau

Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507

Email: sl.development@state.nm.us

Telephone: 800-340-3890

The Grantee and the Department agree that both parties shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION

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 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, 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 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, 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due and submitted with each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment following execution of this Agreement by the Department and ending upon the Grantee's submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days advance, written notice of any change to the reporting period.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due at the time of submission of each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever ever first occurs.

D. 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 XI, 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. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

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 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee's designated representative in Article III herein, that the expenditures are valid and were received by the Grantee as services rendered by a third party or items of

tangible personal property received by the Grantee for the implementation of the Project.

- (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.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the Grantee incurred the expense, if total unreimbursed expenditures at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Ninety (90) days before the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II 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. 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 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, if 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, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (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 it 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 Conflict of Interest and 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 his/her 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 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 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 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 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 and upon the State of New Mexico’s sale of general obligation bonds authorized in 2018 in the amount Legislature appropriated in 2018. If sufficient appropriations and authorization are not made by the Legislature, or if less than the appropriated amount of general obligation bonds are sold, 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 or whether the appropriated amount of general bonds are sold shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamogordo or the 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 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 a Grant Agreement. Should there be an early termination of the grant agreement, or should the State of New Mexico sell general obligation bonds in an amount less than the amount the Legislature appropriated in 2018, 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.

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 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, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF CULTURAL AFFAIRS

By: Debra Garcia y Griego, Cabinet Secretary

Date

By: Peter Ives, DCA General Counsel

Date

By: Greg Geisler, CFO/Administrative Services Division

Date

By: Eli Guinnee, State Librarian

Date

STATE OF NEW MEXICO
2018 CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1

☐ PERIODIC REPORT ☐ FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction ☐
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

☐ PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2**

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. Grant Amount: _____
B. AIPP Amount (If Applicable) _____
C. Funds Requested to Date: _____
D. Amount Requested this Payment: _____
E. Grant Balance: \$0.00
F. ☐ GF ☐ GOB ☐ STB (attach wire if 1st draw)
G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:
(check one)

(Jan-Jun) ☐ Fiscal
(Jul-Dec) ☐ Year

IV. 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

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

Grantee Representative

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

(Department Use Only)

Vendor Code: _____
Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

STATE OF NEW MEXICO
2018 CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

EXHIBIT 3

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: _____

As the designated representative of the Department for Grant Agreement number [GOB13-12-1232] 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:

Third Party Obligation (includes purchase orders and contract) #: _____
Vendor or Contractor: _____

Third Party Obligation Amount: _____
Termination Date: _____

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 adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

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

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

Department Representative: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT A

NMSA 1978, Section 18-2-4(I) directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system. Within these powers, the state librarian passed certain administrative rules to govern the distribution of general obligation bonds. Thus, under Section 4.5.8.8 of the New Mexico Administrative Code, this Agreement includes the following additional terms:

§ 4.5.8.8. DISTRIBUTION OF FUNDS

Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependant upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

(1) Library shall be a local public library.

(2) Library shall have filed an approved annual report with the state library.

(3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.

(4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.

(5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.

(6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

(1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;

(2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U. S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and, (b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/15/2019

Report No: 6.

Submitted By: Debbie Osborne

Subject: Consider, and approve, submission of grant application to NM Department of Cultural Affairs, NM Historic Preservation Division in the amount of \$50,000. (*Brian Peete, Police Chief, Joe Lewandowski, Operational Consultants*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Grant award is \$50,000. No match is required.

Recommendation: Approve submission of grant application.

Background: The purpose of this grant would be to prepare a master plan and design to renovate the Dudley School building located at 523 Maryland Avenue in addition to getting it place on the State registry of historical buildings. Dudley School was built in 1914, contained four classrooms and was a segregated school for blacks and Mexicans. It has historical significance to the City and State. Once a master plan is developed the next step would be to purchase the building and ultimately, renovate it to house a mini museum and community/education center thus returning it to its original purpose. The grounds surrounding the building would return to their original use as a park/playground area.



New Mexico Historic Preservation Division

About HPD ARMS Calendar Community Outreach CPRC Preservation Programs

Grants

Archaeological Permits

Certified Local Governments

Grants

Heritage Preservation Month

Historic Contexts and Reports

Preservation Loan Fund

Project Review

Registers of Cultural Properties

SiteWatch

Tax Credits

Historic Preservation Grants

The Historic Preservation Division is pleased to announce its 2020 Historic Preservation Grants Program.

Grant Details

- Grant awards for this round will be up to \$50,000. NO MATCH will be required for this round of funding.
- Grant funds are reimbursable. Grant recipients complete work, pay consultants/contractors, etc., and then seek reimbursement from HPD.
- Eligible projects for this round of funding include: historic contexts.
- Eligible applicants include: public and private entities, preservation organizations, governmental and non-governmental organizations, tribal organizations, historians, anthropologists, etc.
- Grant funds cannot be awarded for work already completed or in-progress.
- All grant-funded work must adhere to the **Secretary of the Interior's Standards for the Treatment of Historic Properties**.
- Ineligible activities include, but are not limited to: property acquisition, moving historic buildings, payment of taxes, enlarging or expanding existing structure, catering, real estate fees, paving and landscaping costs, sales and marketing costs, equipment purchases, etc.

Preservation grants can help fund Register nominations, outreach, conditions assessments or lay the groundwork for a major preservation project

How to Apply

- Applications are due **Friday, November 1, 2019 at 5:00 p.m.**
- Read the grant announcement, below. This year's grants program is only for historic contexts.
- Complete all application forms, available for download below. Compile a single PDF of all application forms.
- Submit application to **NM.SHPO@state.nm.us**. If the PDF exceeds 20 MB, please contact the grants coordinator, Karla McWilliams at **karla.mcwilliams@state.nm.us**
- Applications may be submitted by mail/messenger but, must be received in our office by the deadline. Please submit to: Historic Preservation Division, Re: Grant Application, 407 Galisteo Street, Suite 236, Santa Fe, NM 87501

Contact

Contact Karla McWilliams at 505/827-4451 or **karla.mcwilliams@state.nm.us** for more information.

Grants Administration

Administration of the grants program is via the *New Mexico Grants Manual* and the *Historic Preservation Fund, Grants Manual* produced by the National Park Service. *Preserving the Enchantment, New Mexico State Historic Preservation Plan, 2017-2021*, also provides goals and objectives for HPD and grant projects must align with its guiding principles. All three documents are available for download below.

CLG Grants

HPD has another grant program and eligible applicants are **Certified Local Governments**. A Certified Local Government (CLG) is a community which has made a commitment towards preservation at the local level and has passed a preservation ordinance and established a preservation commission. CLGs can apply annually for these grants which fund a variety of preservation activities and the continuing education of staff and board members. For information about grants to Certified Local Governments, please see the webpage for the **Certified Local Government Program**.

GRANT AVAILABILITY - ANNOUNCEMENT

For More Info

General Information, Historic Preservation Division
nm.shpo@state.nm.us
 (505) 827-6320

Karla K. McWilliams, Certified Local Government & Grants Program Coordinator
karla.mcwilliams@state.nm.us
 (505) 827-4451



A restored Route 66 neon sign featured in a grant-funded documentary that won an Emmy Award

2020 Historic Preservation Grants Program, Announcement

GRANTS ADMINISTRATION

*State of New Mexico Grants Manual*National Park Service, Historic Preservation Fund, *Grants Manual*

Preserving the Enchantment, State of New Mexico Historic Preservation Plan, 2017-2021

(See goals and objectives on pages 7-10)

GRANT APPLICATION FORMS

Checklist

Application Form

Project Narrative – Template

Project Schedule – Template

Project Budget – Template

SOIPQs – The Secretary of the Interior's Professional Qualifications Standards

Trip Cost Estimate (for scholarship applications)

For all grant applications for nominations for listing in the National Register of Historic Places, please complete the questionnaire form (if you do not have a current eligibility determination from HPD) AND complete the consent/contact information form.

NRHP Preliminary Questionnaire

NRHP Consent/Contact Information Form

GRANT APPLICATION – EXAMPLES

Budget Examples

Schedule Examples

GRANT REPORTING – DOCUMENTS

Progress Report Form

Match, Verification of Cash Match Form

Progress Report Form, Final

Match, Sources of Match Form

Request for Reimbursement (R4R) Form

Donated Items Form

Invoice, Sample

Completion & Closeout Form

Timesheet, Project & Volunteer Labor Form

Post Trip Report (conference attendees only)

ABOUT HPD	ARMS	CALENDAR	COMMUNITY OUTREACH	CPRC	PRESERVATION PROGRAMS
Mission & Duties	ARMS Contact Info	Archaeology Fair	Historic Markers	Meeting Schedule	Archaeological Permits
Staff List	Forms and Documents	New Mexico Rules - Public Hearing	Historic Women Marker Initiative	Members	Certified Local Governments
	NMCRIS F.A.Q.s	CPRC Meetings	HPD Records and Archives	Pending Nominations	Grants
	NMCRIS Online	Heritage Preservation Month	Native American Consultations	Powers & Duties	Heritage Preservation Month
	NMCRIS User Guide Updated				Historic Contexts and Reports
	Training				Preservation Loan Fund
					Project Review
					Registers of Cultural Properties
					SiteWatch
					Tax Credits
Public Records Requests Terms and Conditions					
© 2003-2019, New Mexico Historic Preservation Division, a division of the New Mexico Department of Cultural Affairs. 407 Galisteo Street, Suite 236, Santa Fe, NM 87501 (505) 827-6320 nm.shpo@state.nm.us					

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/15/2019

Report No: 7.

Submitted By: Debbie Osborne

Subject: Consider, and approve, submission of STEM Innovation grant application to the New Mexico Library Foundation. (*Sharon Rowe, Library Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Grant award is \$5,000.00. No match is required.

Recommendation: Approve grant application.

Background: The Alamogordo Public Library would use this grant award to collaborate with the Boys and Girls Club and Rec Center after school programs and Alamogordo schools to provide STEM programs to school students by going to the after school programs and schools at various age levels about once a week for six week intervals, doing a short STEM lesson, and then sending kits with simple instructions home for parents to do and discuss with their kids.

The rationale for this outreach is that some STEM programs are currently offered at the library, but they tend to draw the same crowd. Ami Jones, the Youth Services Librarian, would like to reach some kids/families who may not come to the library regularly (or at all). The schools have very little time for additional science experiments, and even less money for materials. Also, parents can be at a loss to explain the "why that happened" in a science experiment. The kits that would be offered as part of the STEM program would provide plain-English explanations, as well as a list of additional resources they can find at the library for further exploration. More involved STEM kits would be added to the library's existing J PRO collection and available for check out by library patrons.


[What's New](#)
[About Us](#)
[Contact Us](#)
[Grant Information](#)
[Brooke E Sheldon
Professional
Development Grant](#)
[Development
\(Original\) Grants](#)
[STEM Innovation
Grant](#)
[Grants Awarded](#)
[Join Our Mailing List](#)
[Make a Donation](#)
[NMLF Publicity](#)
[Grant Information >](#)

STEM Innovation Grant

Grant Guidelines

Eligible Organizations

Individual libraries or libraries in collaboration with museums, tribal and community organizations, public school districts, and private/public elementary and secondary schools as listed by the U.S. Department of Education's National Center for Education Statistics (NCES), academic and research institutions, and nonprofit charitable organizations classified as a 501(c) (3) public charity by the Internal Revenue Service

Organizations must provide the following to be considered for funding:

- Operating budget for current fiscal year
- Financial statement
- Proof of 501(c) (3) status

These documents should be submitted electronically with the grant application.

Geographic Scope

New Mexico.

Funding Priority

Innovative library services specifically in the areas of science, technology, engineering, mathematics, (STEM) and the environment.

Eligible Projects

Eligible STEM Innovation grant requests include programs or projects that:

- Provide students* developmentally appropriate opportunities to grow an innate interest in STEM.
- Provide professional development opportunities that improve and develop the content knowledge skills of the PreK-12 STEM teacher workforce and teacher instruction.
- Develop, improve or expand programs, resources or curriculum available in STEM classrooms and other learning environments. + (A request for equipment will be considered eligible only if the equipment is integrated into a project plan tied to a comprehensive STEM education effort.)
- Ensure students have the core competencies needed to pursue a career or degree in STEM fields.
- Strengthen and expand opportunities for students to do and learn science in after-school settings.
- Provide activities that support student application of classroom STEM knowledge to real-life applications.
- Increase the number of/types of opportunities for students and teachers to get to know positive, real-life individuals in STEM careers, making the field more accessible.

*Students defined as school or college students, teachers, caregivers, or life-long learners

Restrictions

When preparing your project budget, please note that grant funds may not be used for:

- Computer hardware* (see Eligible Projects exception)
- Construction, equipment*, or office furniture (see Eligible Projects exception)
- Expenses that are not directly related to the project for which funding is sought
- Salaries that are already part of the normal operating budget of the organization
- Pass-through funding
- Projects with a potential conflict of interest
- Projects with proprietary elements, such as for-profit activities
- Lobbying, political contributions, fund-raising events, or other similar activities designed to influence legislation or intervene in political campaigns
- Donations, endowments, challenge grants, matching funds, scholarships and the like
- Direct payments to members of the public
- Food or food service items

*Other restrictions may apply.

Other Important Information

The deadline for applications is November 30th.

Organizations may only submit **one** request in a 12-month period. This includes colleges, universities or other organizations with several departments/outreach programs.

The grant funding range is from \$3,000 – 5,000 over a one-year period.

Grant Submission

[Download Grant Application](#)

Final Report

[Download Final Grant Report Template](#)

Questions should be sent to: grants@nm-lf.org



foundation@nm-lf.org

NMLF is a 501(c)3 nonprofit organization.
Your donation is tax deductible as allowed by law.

[Donate](#)

[Report Abuse](#) | Powered By [Google Sites](#)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/14/2019

Report No: 8.

Submitted By: Debbie Osborne

Subject: Consider, and accept, grant agreement from Paso Del Norte Health Foundation in the amount of \$211,603.57. (*Brian Peete, Police Chief*)

Fiscal Impact: \$211,603.57

Amount Budgeted: \$0.00

Fund: 024

Additional Fiscal Impact: Grant award in the amount of \$211,603.57.

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

Background: The Alamogordo Police Department received approval from the Commission to submit a grant application to Paso Del Norte Health Foundation in June. Subsequently, the Paso Del Norte Health Foundation Board of Directors approved APD's grant application and has awarded the City \$211,603.57 for their project titled "Improving systems to improve care: Building a culture of CIT in Alamogordo." The project will start in November, 2019.



September 30, 2019

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

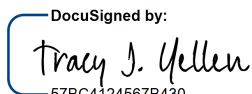
Dear Mr. Cesar:

I am pleased to inform you that the Paso del Norte Health Foundation Board of Directors approved a grant in the amount of \$211,603.57 to the City of Alamogordo for the 2019 BHC: Improving systems to improve care: Building a culture of CIT in Alamogordo.

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

We look forward to collaborating with you on this program to help promote health and prevent disease in the Paso del Norte region. If you have any questions about this grant, please contact Enrique Mata, Senior Program Officer at emata@pdnfoundation.org or (915) 218-2617.

Sincerely,

DocuSigned by:

57BC4124567B430...
Tracy J. Yellen
CEO

cc: File
2175

**MEMORANDUM OF AGREEMENT FOR:
CITY OF ALAMOGORDO**

This Memorandum of Agreement (**MOA**) is by and between Paso del Norte Health Foundation (**Health Foundation**) and City of Alamogordo (**Grantee**). The grant period begins on 11/1/2019 and ends on 10/31/2020.

Agreement:

This grant is awarded for a charitable purpose for Grantee to implement the 2019 BHC: Improving systems to improve care: Building a culture of CIT in Alamogordo (**Program**). The grant total is for \$211,603.57, and is subject to the following:

- 1) Grantee agrees to perform the Program presented in Grantee's proposal, which is incorporated into this MOA by reference.
- 2) Grantee agrees to submit (a) [a] progress report[s] and (b) a final report, each of which must include a financial report, to the Health Foundation using the Health Foundation's online grant system unless otherwise directed by the Health Foundation.

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

Requirement	Due Date	Associated Payment
Signed MOA	10/14/2019	\$105,801.78
Progress & Financial Report	5/15/2020	\$105,801.79
Final & Financial Report	11/20/2020	\$0.00

- 3) The Health Foundation reserves the right to discontinue, modify, or withhold any payments that have not been made or to require a partial refund of any payments that have been made under this MOA if the Health Foundation finds that such action is necessary: (a) because Grantee has not fully complied with the terms and conditions of this MOA; (b) to protect the purposes or objectives of this grant; (c) to protect the Health Foundation; or (d) Grantee loses its tax-exempt status. Additionally, this grant could be re-evaluated in remote, adverse economic situations. The Health Foundation will notify Grantee immediately after it discovers any problems or concerns of non-compliance.
- 4) All grant funds not used by Grantee for the purposes of the Program remain the property of the Health Foundation. Unused grant funds must be returned to the Health Foundation at the end of the grant period unless otherwise directed by the Health Foundation in writing. The Health Foundation is not responsible for (a) costs outside of the approved grant budget or scope of work; or (b) over expenditures.
- 5) Any changes in the approved grant budget, including the addition or deletion of budget categories, must be submitted in writing for consideration by the Health Foundation.
- 6) All materials developed for the Program must recognize the Health Foundation as specified in the "Graphic Standards & Grantee Communication Guidelines," which is found on the Health Foundation's website, www.pdnhf.org.

- 7) Grantee agrees to allow the Health Foundation to use all information about the Program, including (a) the grant amount and purpose, (b) photographs, (c) materials, (d) logos or trademarks, or (e) other information about Grantee, in any Health Foundation communication.
- 8) The Health Foundation reserves the right at any time to review, audit, or request reasonable access to any or all of Grantee's financial records. Grantee agrees to provide reasonable access to requested records to the Health Foundation.
- 9) Funds provided through this MOA shall not be used to lobby, influence the outcome of any election, or carry on any voter registration drive. (See below for definition of lobbying).

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

- 10) Grantee must notify the Health Foundation immediately if Grantee changes its status from an exempt organization under IRC 501(c)(3) and is not still classified as a publicly supported organization pursuant to IRC § 509(a)(1), (2), or (3).
- 11) Grantee shall, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq., N.M.S.A. 1978 and of any amendments thereto, indemnify, defend, and hold the Health Foundation, its officers, directors, agents and employees harmless from any liability or loss resulting from judgments or claims against them arising from negligent acts or omissions of Grantee, its officers, agents, or employees pertaining to the activities to be carried out pursuant to the obligations of this MOA; provided, however, that Grantee shall not indemnify and hold the Health Foundation harmless from claims arising out of the negligence or willful malfeasance of the Health Foundation, its officers, agents, or employees, or any person or entity not subject to Grantee's supervision or control.
- 12) Grantee is not required to deposit advance payments in an interest-bearing account or track or report any interest earned.

Agreement is accepted by signing below.

"Health Foundation"
Paso del Norte Health Foundation

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

Date: 9/30/2019 | 3:47 PM MDT

"Grantee"
City of Alamogordo

DocuSigned by:
By: Mr. Brian Cesar
Brian Cesar, Interim City Manager

Date: 10/7/2019 | 8:26 AM MDT



Improving systems to Improve care: *Building a Culture of CIT in Alamogordo*

Proposal Submitted on behalf of the City of Alamogordo
 Chief Brian Peete, Alamogordo Police Department
 1376 E. 9th Street
 Alamogordo, NM 88310
 Email: bpeete@ci.alamogordo.nm.us

Table of Contents

Executive Summary	2
Explanation of need and our organizational/community capacity to meet this need	3
Mobile Crisis Response Team: Prioritized through Collaborative Strategic Planning	4
Implementing MCRT to improve community response	4
Why MCRT?	5
Regional Collaboration	6
Program Purpose/Objectives & Alignment with Foundation Priorities	6
Leveraging partnerships and support to identify priorities	7
Strategic Plan Alignment	7
Foundation Support	7
Objectives with associated strategies/activities, anticipated timeline, and benchmarks, evaluation approach, or deliverables as appropriate	8
	10
Additional Evaluation Information	10
Key Personnel & Job Descriptions/Community Support	11
Sustainability	17
Additional Funding	17

Executive Summary

Our project prioritizes the 65,000 people who live in Otero County, New Mexico who will benefit from a community-based continuum of care to support people living with mental illness and/or substance use disorders. The Alamogordo Police Department (APD) consists of 59 sworn personnel and 24 civilian staff. Our jurisdiction covers approximately 20 square miles and includes approximately 32,000 people; however, our Crisis Intervention Team (CIT) program benefits all county residents. In 2018, we completed our Sequential Intercept Mapping (SIM) project with guidance from Policy Research Associates (PRA); this initial SIM and recommendations from PRA are included in our APD CIT Strategic Implementation Plan. Our Behavioral Health Local Collaborative – Judicial District 12 (BHLC) concurrently updated their action plan to align with and support the CIT Strategic Implementation Plan.

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 work is tightly aligned with the priorities identified in our BHLC 2019 Action Plan, our APD Strategic Plan, and our 2018 CIT Strategic Implementation Plan. Our objectives are also tightly aligned with four of five strategies prioritized in the PdNHF Strategic Plan, especially *Behavioral Health Consortia Grant Strategy 1: Invest in regional behavioral health consortia informed programs that address system gaps not otherwise covered by government or reimbursed by health coverage*. **Our objectives reflect gaps and resources identified at specific intercept points within our local behavioral health and criminal justice systems:**

- 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
- Increase connection to appropriate evaluation, treatment, and support services among people experiencing a mental health crisis
- 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

Consistent with recommendations made in our strategic planning, CIT team members have identified the following strategies as being key to accomplishing our objectives: 1) Implement a Mobile Crisis Response Team (MCRT) consisting of CIT-trained officers, a licensed mental health professional, and certified Peer Recovery Specialists; 2) Empower and engage Peer Recovery Specialists throughout our continuum of care; 3) Coordinate crisis response/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 situations; and 4) Align city/county priorities and resources to support mental health for justice-involved persons. This project represents the first year in a multi-year effort to integrate a MCRT unit into the APD, and leverages current technical assistance to APD from Policy Research Associates. The MCRT will develop protocols for billing for reimbursable services through a variety of funding mechanisms, which will enhance our project as a model site for MCRT development and long-term sustainability. Please view our [Alamogordo CIT Progress Video](#) for insight from two local CIT-trained professionals on our community progress.

Explanation of need and our organizational/community capacity to meet this need

Each year in the United States, more than 2 million people living with a serious mental illness are detained and jailed. The majority of these people are also dealing with addiction and substance use disorders, and yet existing systems at local levels are rarely designed to support individual and community health and public safety (Stepping Up Initiative, 2018). Our project prioritizes the population of 65,000 people who live in Otero County, New Mexico who will benefit from a community-based continuum of care to support people living with mental illness and/or substance use disorders. The Alamogordo Police Department (APD) consists of 59 sworn personnel and 24 civilian staff. Our jurisdiction covers approximately 20 square miles and includes approximately 32,000 people; however our CIT program benefits all county residents. Our city borders the Mescalero Apache Reservation and includes the New Mexico State University - Alamogordo (NMSU-A) Community College campus. Otero County is one of almost 500 counties nationwide that have adopted a resolution to reduce the number of people with mental illness in jails, and that have devoted time and resources to education and training (see Alamogordo Daily News, 2016: [County leaders attend Mental Health Summit](#); see [Stepping Up](#)). Recent data indicate that our regional hospital performs on average 75 emergency mental health assessments and evaluations per month.

In 2018 the APD was one of four pilot sites nation-wide to be awarded a Bureau of Justice Assistance (BJA) Technical Assistance (TA) grant from the U.S. Department of Justice to establish a Crisis Intervention Training (CIT) model (see Alamogordo Daily News, 2018: [Crisis Intervention APD](#)). This CIT technical assistance is part of BJA's VALOR program and is endorsed by the International Association of Chiefs of Police (IACP), the International Crisis Intervention Team, and the National Alliance on Mental Illness (NAMI). Policy Research Associates is a national leader in behavioral health research and has orchestrated the training and implementation of APD's CIT program. Training is an intense 40-hour, 5-day course with mental health and medical experts, people with lived experience and their families, first responders and social service agencies. PRA has also provided community strategic planning and Sequential Intercept Mapping (SIM) as part of their TA, as outlined in our 2018 Crisis Intervention Team (CIT) Training *Strategic Implementation Plan* included with this proposal.

In late 2018, we completed our Sequential Intercept Mapping (SIM) project with the support of Policy Research Associates; this initial SIM and associated recommendations from PRA are included in our Alamogordo Police Department CIT Strategic Implementation Plan. Our Behavioral Health Local Collaborative – Judicial District 12 (BHLC) concurrently updated their action plan to align with and support the CIT Strategic Implementation Plan. 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 graduated from the CIT training program held January 28-31st along with two local mental health professionals. Our local newspaper highlighted the community event (Alamogordo Daily News, 2019: see [CIT graduation](#)). In March 2019, nine law enforcement professionals, four licensed mental health clinicians, two pharmacists, two public health specialists, and thirteen community members participated in our CIT "Train the Trainer" event; **our team is now able to provide the 40-hour CIT training independently with our next class being offered in Fall 2019.**

Mobile Crisis Response Team: Prioritized through Collaborative Strategic Planning

Alamogordo needs a Mobile Crisis Response Team (MCRT). The Centers for Disease Control and Prevention (CDC) estimates that 50% of all Americans are diagnosed with a mental illness or disorder at some point in their lifetime¹, and according to the National Alliance on Mental Illness (NAMI), approximately 46.6 million adults in the U.S. experience mental illness in a given year and 1 in 5 youth aged 13-18 experience a severe mental disorder at some point during their life². Data from the New Mexico Indicator-Based Information system show that New Mexico's overdose death rates and suicide death rates are much higher than the national average³, and our local data are consistent with these averages. Prior to gathering mental health-related statistics, APD estimated approximately 15% of its calls for service were due to mental health emergencies. Gerald Champion Regional Medical Center reports there have been 451 psychiatric evaluations for mental health emergencies in the Emergency Department since January 1, 2019. That is an average of 75 evaluations per month. This does not include direct admissions to the Behavioral Medicine Units. For too long in this city, and across the country, the problems of people suffering from mental health-related issues have been exacerbated by arrest as Alamogordo, southern New Mexico and southwest Texas suffer from a severe lack of mental health treatment options evidenced by repeat 911 calls for service; this is a gap identified in our CIT program 2018 sequential intercept mapping. Because of this lack of resources, APD is often the first agency contacted to work with those experiencing a mental health crisis. Additionally, our state is still reeling from the June 2013 audit stemming from unsubstantiated allegations of Medicaid fraud which unjustly forced many mental health providers out of business; it is incumbent upon APD to make a positive contribution to collaborative community efforts to address this problem.

According to the President's Task Force on 21st Century Policing⁴, the best utilization of resources will involve working with local community partners to solve social issues meaning there must be diversion from the judicial system to enhance successful reintegration. Establishing an MCRT is the responsibility of all police agencies as first responders are tasked to respond to all crisis situations and the Alamogordo Police Department intends to proactively address these challenges so to improve the lives of those we serve and reduce unnecessary incarceration. This department is sworn and obligated to ensure public safety and welfare and because of the very nature of this situation, the responsibilities cannot be delegated to other agencies. As such, APD intends to create an MCRT that partners with local resources so to support individuals living with mental illness and their families.

Implementing MCRT to improve community response

MCRTs are recognized and established evidence-based best practices endorsed by policing Subject Matter Experts (SMEs) and organizations to include the International Association of Chiefs of Police (IACP). MCRTs were also recognized as a key tool in supplementing external

¹ https://www.cdc.gov/mentalhealth/data_publications/index.htm

² <https://www.nami.org/learn-more/mental-health-by-the-numbers>

³ <https://ibis.health.state.nm.us/indicator/index/Alphabetical.html>

⁴ https://cops.usdoj.gov/pdf/taskforce/taskforce_finalreport.pdf

resources to support diverse and vulnerable populations by the President's Task Force on 21st Century Policing in 2015. For example, in 2010 a project study was conducted on the Des Moines Police Department in Iowa. In response to tremendous numbers of calls for service involving mental health issues, the Des Moines Police Department developed and implemented a MCRT in partnership with mental health professionals and stakeholders in the community. The team consisted of a mental health care provider in conjunction with officers on scene at mental health crisis calls for service to provide "real-time" patient assessment with partnerships with the local jail, the judicial system, and hospital administrators. After the MCRT implementation, the Department found that a) the time officers spent on mental health calls was reduced from 3.5 – 4 hours down to 27 minutes which translated to a savings of \$132,000 a year, b) after responding to over 9,000 mental health-related calls for service, the MCRT was able to assist in formulating treatment strategies resulting in a diversion of 97% from incarceration, and c) the MCRT was able to facilitate the increase of services for peers and their families which allowed for rapport building and trust, decreased calls for police assistance, and those in crisis received the appropriate follow-up treatment needed. The Des Moines Iowa Police Department was awarded the IACP/Motorola Webber Seavey Award for Quality in Law Enforcement for its MCRT.

Why MCRT?

As it stands APD officers only have three choices when responding to mental-health calls for service: advising a person in crisis to seek help, voluntary or involuntary hospital committal, or incarceration. The MCRT allows for treatment alternatives for those in mental health crisis in that it facilitates and bridges a partnership between those in crisis (and their families) with the police and mental-health professionals for a multi-faceted treatment response. The person in crisis is able to receive the help they need rather than compounding their illness through arrest. This approach "normalizes" processes and eradicates the stigmas of isolation, confusion, desperation and fear unjustly associated with mental illness. The MCRT also assists in de-escalation by not having a uniformed police offer assist the person in crisis. Many individuals requiring intervention during a crisis fear uniformed police officers and at times just the presence of a uniformed office can escalate a situation. The MCRT would decrease the barriers of working with many community members by ensuring a calm, multi-disciplinary approach to the crisis.

The APD MCRT will consist of one sworn police officer, one mental health professional, and three peers. When there are calls for service regarding someone in crisis, CIT-trained officers are dispatched to de-escalate and assess the situation. Should those officers determine it necessary to facilitate treatment, the MCRT is called and assist in de-escalation (if still necessary) and perform an evaluation and assessment of needs of the individual. The MCRT then coordinates treatment assistance by partnering with providers and sharing vital information. The MCRT would also follow-up with the individual and their family to facilitate treatment options with external stakeholders such as Gerald Champion Regional Medical Center (GCRMC), the Counseling Center, Presbyterian Medical Services and local private mental health providers.

The MCRT does not provide treatment; it is a demonstration project that provides resources and alternatives to police involvement. It is a model that fills a services gap by de-escalating crisis situations and transitioning individuals suffering from mental illness into appropriate levels of care while utilizing the peer support structure which is currently underutilized (almost not in use at all) in Otero County. This practice will also help to persuade local governments to recognize that it is more efficient to divert people into prevention and treatment services and will inform resource allocation from several existing agency budgets and funding mechanisms.

Regional Collaboration

APD intends to invite law enforcement agencies in the region (e.g. El Paso, Albuquerque, Doña Ana, Otero and Lincoln Counties) and across the nation into our training sessions to give as many officers as possible the tools they need to be proficient in de-escalating situations with those in mental crisis. We are also prepared to incorporate a significant amount of the Response Team's daily operating costs into our annual budget (e.g. vehicles, gas, office space, equipment and training), we have already identified a dedicated officer to serve in the unit, and we have buy-in and cooperation from key partners in the community to include the 12th Judicial Court, District Attorneys' and Public Defenders' offices, Gerald Champion Regional Medical Center, the Behavioral Health Local Collaborative and the Otero County Community Health Council. PRA has also volunteered to provide our team with on-going technical assistance in the administering of our CIT and MCRT programs. We are also collaborating with regional mental health advocates through our engagement with Empower Change and we look forward to both receiving and providing technical assistance to our regional partners as we all strive to improve our behavioral health systems in general and our crisis response and referral in our community in particular.

Program Purpose/Objectives & Alignment with Foundation Priorities

Our goals are unmistakably entwined with the Foundation priorities in that we are determined to improve the lives of those we serve, especially the most vulnerable of populations. APD and its strategic partners have the drive as unapologetic advocates in improving the lives of people living with a mental illness or experiencing a mental health crisis and we have the talent in that our team consists of highly experienced leaders, administrators, mental health professionals, national CIT Subject Matter Experts, police officers and local mental health advocates. *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 work is tightly aligned with the priorities identified in our Behavioral Health Local Collaborative (Judicial District 12) 2019 Action Plan, our APD Strategic Plan, and our 2018 Crisis Intervention Team (CIT) Training Strategic Implementation Plan, all of which are included as part of this proposal. Our objectives are also tightly aligned with four of the five strategies prioritized in the PdNHf Strategic Plan, especially *Behavioral Health Consortia Grant Strategy 1: Invest in regional behavioral health consortia informed programs that address system gaps not otherwise covered by government or reimbursed by health coverage.* **Our objectives reflect gaps and resources identified at specific intercept points within our local behavioral health and criminal justice systems:**

- 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
- Increase connection to appropriate evaluation, treatment, and support services among people experiencing a mental health crisis
- 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

Leveraging partnerships and support to identify priorities

Our proposed objectives and strategies have emerged as priorities based on input from law enforcement, health systems professionals, 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, our CIT Strategic Implementation Plan, and our APD Strategic Plan. Consistent with recommendations made as part of our CIT Strategic Planning and with our BHLC Action Plan, CIT team members have identified the following strategies as being key to accomplishing our objectives: 1) Implement a Mobile Crisis Response Team consisting of CIT-trained officers, a licensed mental health professional, and three certified Peer Support Specialists; 2) Empower and engage Peer Recovery 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 situations; and 4) Align city and county priorities and resources to support mental health for justice-involved persons.

Strategic Plan Alignment

The APD, BHLC, and CIT Strategic plans all align perfectly with complementary paralleled goals and were all developed within the last year. Each called for establishing an MCRT while working towards supportive housing for people living with a mental illness who are also experiencing homelessness (see BHLC Plan for other priorities). These objectives require collaborating with the non-profit and social services sectors to ensure that people have access to treatment. Implementing a MCRT will demonstrate this best practice is more effective (both economically and socially) and an improved way of approaching emergency calls. The Des Moines example shows how the implementation of an MCRT promotes mental health and emotional well-being through established community-based partnerships of which APD has already done through the implementation of its CIT Program. APD has essentially narrowed the implementation of an MCRT to three phases: short, mid and long-term goals.

Foundation Support

In the short-term and with the Foundation's help, APD intends to establish the MCRT team by identifying and onboarding a mental health professional, three peer recovery specialists with a full time dedicated sworn officer. The MCRT will oversee the Department's CIT program and focus its initial efforts on researching best practices in other jurisdictions so to formulate a CIT program functional to the unique needs of Alamogordo, Southwest New Mexico and Texas region. It will provide CIT training to APD staff and other law enforcement personnel, and it will secure specialized and advance training for its team members.

Financial support from the Paso Del Norte Foundation will allow APD to pay for the training, salaries and benefits of one mental health professional and three peer recovery support specialists for the creation of a dedicated Mobile Crisis Response Team (MCRT). APD will assume all remaining operational and logistical costs and will provide substantial in-kind contributions to ensure the success of the project (see detailed budget). Significant commitments from a diverse group of community partners and local subject matter experts – including people and families with lived experience – demonstrate our community capacity to leverage and sustain the systems improvements we anticipate achieving during this project and beyond. Ultimately, we expect the full implementation of the MCRT program to take several years and will most likely change in all phases in response to positive impact. Thus, mid-term goals will transpire after the first year of the MCRT’s establishment where the team will streamline its processes based on lessons learned, training, and available community resources. The long-term and overall goal is to integrate systems improvement into government policy and protocol to include the development of a fiscally sustaining process whether it be absorbing the salaries and benefits of the MCRT completely into APD’s operating budget and/or developing an effective billing process for providers and individuals.

Objectives with associated strategies/activities, anticipated timeline, and benchmarks, evaluation approach, or deliverables as appropriate

Table 1 - Objective 1

Objective 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		
Strategies	Timeline	Benchmarks, Evaluation Approach, and/or Deliverables
1.1: Implement a Mobile Crisis Response Team consisting of CIT-trained officers, a licensed mental health professional, and three certified Peer Recovery Support Specialists	By 1/20 By 1/20 By 3/20 By 5/20 By 6/20	-Mental Health Lead hired -Peer Recovery Support Specialists hired -Research CIT Response Team best practices (e.g. stakeholder meetings and site visits of benchmarked agencies) -Mobile Crisis Response Team protocol/operating procedures draft developed -Mobile Crisis Response Team protocol finalized
1.2: Provide at least 2 (40-hour) CIT training for law enforcement personnel	Spring 2020 and Fall 2020	-# of Trainings held -# of Law Enforcement professionals trained -# of Agencies participating -Participant evaluations
1.3: Identify and attend specialized training for MCRT personnel	11/19 - 10/20	-# of Trainings attended by MCRT members
Staffing: APD MCRT members; OCCHC and LC 12 members (supporting trainings & logistics)		

Table 2 - Objective 2

Objective 2: Increase connection to appropriate evaluation, treatment, and support services among people experiencing a mental health crisis		
Associated Activities	Timeline	Benchmarks, Evaluation Approach, and/or Deliverables
2.1: Identify roles for peer support specialists across the continuum of services	11/19 – 10/20	-# of settings identified where peer support specialists can be integrated -# of settings committed to involving peer support specialists in service provision
2.2: Coordinate crisis response and intervention protocols with NMCAL	11/19 – 10/20	- NMCAL protocol for Otero County updated to reflect MCRT progress
2.3: Facilitate treatment for individuals in crisis with community organizations	6/20 – 10/20	-# of meetings with external stakeholders to facilitate treatment
2.4 Align city and county priorities & funding	11/19 – 10/20	-# of collaborative local funding allocations in support of strategic plans -# of collaborative funding proposals submitted
Staffing: APD MCRT members, OCCHC and LC 12 members, and applicable external stakeholders		

Table 3 - Objective 3

Objective 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		
Strategies	Timeline	Benchmarks, Evaluation Approach, and/or Deliverables
3.1 Integrate CIT Impact Measures questionnaire* into APD protocol	11/19 – 10/20	-Continued use of Agency Operational Impact Measures Data Questionnaire to assess impact at the system/community level as measured by outcomes of service calls
3.2: Implement Spillman CAD/RMS/CMS**	11/19 – 10/20	-Track calls for service, officer involvement, time on calls, injury, arrest data
3.3 Conduct after-action assessments with individuals, family members and stakeholder organizations to gauge program effectiveness	6/20 – 10/20	-Track feedback information from individuals and provider organizations to tailor existing protocol and operating procedures as necessary
3.4 Conduct focus groups to examine the impact of our community CIT Initiative (40-hour training, implementation, progress, etc.) – modeled on the PRA focus groups conducted in June 2019	6/20-9/20	-Focus groups conducted (two with CIT-trained officers; two with community members)
Staffing: APD MCRT Team & other APD personnel; OCCHC/BHLC members (focus groups) *CIT Impact Measures protocol is included in the Additional Evaluation Information section, below **See Additional Evaluation Information, below		

CIT Impact Measures Questionnaire.

MENTAL HEALTH CRISIS INTERVENTION REPORT									
ALAMOGORDO POLICE DEPARTMENT									
Date:		Time:		Assigned by:		Case Number:			
Type of Call:		Address of Incident:					Location Type:		
Demographic Information									
Subject's Name:			Address:				Living Arrangements:		
Sex:		Race:					Date of Birth:		
Age:		Previous Interactions:				Number of Previous Interactions (if known)			
Healthcare Provider Information									
Subject Under Treatment from a Mental Health Provider?			Officer able to refer a care provider?						
Was the Officer Able to Contact Subject's care provider?			Identify referred care provider:						
Identify Subjects Care Provider:			Last time seen by care provider:						
Medical Information									
Subject Currently Taking Medication for Mental Illness?			Last time medication taken:						
List Subject's Types of Mental Illness Medications:									
List Medications:									
Incident Details									
Did the Officer observe any of the following behavior from the Subject (Check all that apply):									
☐ Nothing Unusual Observed	☐ Severe Depressed Mood	☐ Anxious/Excited	☐ Aggressive/Threatening Behavior or Speech						
☐ Illogical thinking/talking	☐ Suicide Talk	☐ Possible Developmental Disability	☐ Weapons Used						
☐ Abnormal behavior/appearance	☐ Suicidal Gestures	☐ Seeing Things that are Not There	☐ Violent Behavior						
☐ Signs of Alcohol/Drug Use	☐ Paranoia or Suspicion	☐ Hearing Voices	☐ Weapons Displayed						
Actions Taken to Gain Compliance (Check all that apply):									
☐ Carbine	☐ OC Chemical Weapon	☐ Verbal	☐ Impact Weapon	☐ Firearm					
		☐ Physical Restraint	☐ Taser	☐ Other:					
Where was the subject transported?						Type of Facility:			
Was the subject hospitalized?						Were they voluntarily hospitalized?			
Reason for hospitalization:						Did the Officer Complete a Petition?			
Was the subject arrested?						What crime was committed?			
Approximate Time Spent on Incident (in Hours):						Number of Officers Involved in Crisis Intervention:			
Officer's Name:					Last Four:				Date Signed:
Supervisor:					Last Four:				Date Signed:
Officer CIT Certified?					Records Attached:				
To Be Completed by CIT Trained Officers Only:									
Rate Highest Level of Subject:					Were CIT Techniques Used?				
Subjects Action's:					Were the CIT Techniques successful?				
MENTAL HEALTH CRISIS INTERVENTION REPORT ALAMOGORDO POLICE DEPARTMENT									
NARRATIVE:									

Additional Evaluation Information

APD will follow the implementation models of proven CIT models and will gauge program success through 1) the reduction of time patrol officers spend on mental health-related calls; 2) reduction of arrests and hospitalization; and, 3) Increasing access to service for individuals and their families. Data collected over the past six months show that more than a third of CIT-related calls required at least two Officers, and the average time spent on CIT-related calls was

58 minutes. APD is expecting to go online with a new joint Computer Aided Dispatch (CAD) and Case and Records Management System (CMS and RMS) known as Spillman. Spillman will make it simple for APD to capture objective measurement information by providing accurate statistics for intelligence-led policing practices such as location history, calls for service metadata including length and how many times officers have interacted with a given individual, and up-to-date information/critical information needed to de-escalate crisis situations for effective decisions. For example, Spillman will be able to provide both officers and MCRT members with historical information such as an individual's diagnosis, primary caregiver information, and what officers successfully did to de-escalate past crises (e.g. allowing the person to smoke a cigarette, to minimize loud noises, or to address them in a certain way). We will work closely with our partners (PRA, Empower Change, model MCRT sites) to add additional metrics as appropriate.

APD will continue evaluating the MCRT based on information available in its current Records Management System ("CHIEFS") which will include calls of service and arrest data, as well as the department's Mental Health Crisis Intervention Reports and internal and external feedback. Upon the implementation of the new Spillman system, APD will have the capability to create a database that can track the time patrol officers and MCRT members (down to both the individual in crisis and responding personnel) spend on calls for service and whether an alternative solution to arrest was available (e.g. jail diversion or hospitalization). Spillman can easily pull and categorize such information into weekly, monthly or quarterly reports that can be distributed to all stakeholders necessary for program evaluation. Baselines will be established through historical data of field stabilization (whether the assistance of MCRT provided an alternative for the individual to remain at home rather than being arrested or hospitalized), whether there is a decrease in the time patrol officers spend on mental health-related calls (converting to an hourly wage), and whether services were increased for individuals with mental health issues.

Key Personnel & Job Descriptions/Community Support

Chief Brian Peete – Brian R. Peete serves as the current Chief of the Alamogordo Police Department with established partnerships with U.S. Customs and Border Protection, the Drug Enforcement Agency (HIDTA), AFOSI, BIA, the FBI, and ATF. Prior to his assignment as Chief, Brian served as the Chief Forensic Audit Investigator for Public Safety (Police Accountability) and as the Chief Investigator in the Office of the Inspector General for the City of Chicago. He was also a Patrolman, Field Training Officer, and Fusion Center Analyst for the Chicago Police Department. Chief Peete has also served in federal law enforcement in the Air Force Office of Special Investigations (AFOSI) as the Assistant Special Agent-In-Charge (Operations Officer), Detachment 206 Las Vegas, NV, where he deployed to Afghanistan in support of Operation Enduring Freedom and coordinated U.S. and Afghan forces in over 150 counter-espionage, counterterrorism/counterintelligence, and force protection missions. He was also the Regional Manager for Operations Enhancement, 2nd Field Investigations Region at Langley Air Force Base responsible for the investigations and operations for over 400 Special Agents in 31 AFOSI offices worldwide to include Iraq, Afghanistan, and Africa. Prior to his career in law enforcement, Brian was an Air Force aircraft maintenance officer who was the Commander for three separate Maintenance Flights. Brian holds a Bachelor of Science degree in Sociology Employment

Relations from Southern Illinois University-Edwardsville and a Master of Arts in Police Psychology from Adler University. He is also a graduate of Northwestern University's School of Police Staff and Command, the Criminal Investigator Training Program from the Federal Law Enforcement Training Center, the Air Force Special Investigations Academy, and the Chicago Police Department Training Academy. He also is certified as an Investigator by the Association of Inspectors General, is CIT trained, and has extensive education in counseling psychology through Troy State University (Holloman AFB) and the Adler School of Professional Psychology (Chicago). In all, Chief Peete has collectively managed over 1000 people, 14 facilities, and over \$1B of assets and operating budgets throughout his career. Chief Peete will direct the MCRT implementation and anticipates spending at least 15% of his time to this program during the first year of inception with no cost to the grant.

Melody Sparks

Melody Sparks has been with the Alamogordo Police Department dispatch division since March of 2005. She is currently one of the dispatch supervisors. Ms. Sparks holds three associate degrees, in Arts, Education, and Criminal Justice, and is working on her Bachelor of Criminal Justice. She is a licensed Emergency Medical Technician-Intermediate, Emergency Medical Dispatch Instructor, American Heart Association CPR/First Aid Instructor, and has recently completed the Law Enforcement and Community Crisis Intervention Team Train the Trainer. She is also a Field Deputy Medical Investigator with the Office of the Medical Investigator's Office in New Mexico. She is the CIT Coordinator for the Alamogordo Police Department and is very passionate about being able to play a role in expanding the services that are available to the citizens in Alamogordo.

Charlene Ashe

Officer Charlene Ashe was born and raised in Alamogordo, NM. She attended Alamogordo High School where she participated in basketball and soccer and went on to play soccer at the collegiate level for two years at New Mexico Highlands University. Officer Ashe graduated the New Mexico Law Enforcement Academy, Santa Fe, in 2004 and started with the Alamogordo Police Department as a patrol officer. She then went on to work as a Narcotics Agent for five years, one year with the Otero County Drug Task Force, and four with the Lea County Drug Task Force. In 2012 she returned to the Alamogordo Police Department where she is currently assigned to the patrol division. In her time as an Alamogordo Police Officer, she has been assigned as a School Resource Officer, Training Officer, and currently a Field Training Officer. She is one of the general instructors for the Alamogordo Police Department and is certified to teach basic tactics, radar and lidar, and CIT. Officer Ashe will be APD's dedicated CRT Officer and her goal as a police officer is to help the community and attempt to give them an opportunity to better themselves so they too can one day give back.

Alamogordo Police Department Crisis Intervention Program Clinical Director Job Description

The Alamogordo Police Department Mobile Crisis Response Team (MCRT) Clinical Director is a licensed clinician that leads the Department's Crisis Intervention Program; a multidisciplinary team of peer support specialists, case managers, sworn and civilian law enforcement personnel and external stakeholders. The MCRT responds to emergencies and crisis calls from consumers, families, law enforcement and other agencies in the City of Alamogordo and within Otero County as requested and able. The Clinical Director works closely with schools, law

enforcement, the judicial system and families within the community and is responsible for completing emergency psychiatric assessments and interventions for adults or youth in any type of behavioral crisis with the goal of jail diversion through collaborative treatment. This position is currently dependent on grant funding and has a salary cap of \$75,000 DOQ.

Essential Functions:

- Reports directly to the Chief of Police and supervises part-time peer support specialists; responsible for shift scheduling and monitors job performance and training requirements
- Responds to emergency calls for service to provide assessment and intervention services to individuals experiencing behavioral health emergencies/crisis and provides after-hours on-call supervision and response as required
- Receives and responds to crisis hotlines as applicable and coordinates the activities of others to assure such responses occur within a goal of one hour or less; supervises prioritization of crisis calls and response to emergency calls for service
- Completes and submits applicable clinical documentation regarding services provided; evaluates and documents program and consumer progress according to measurable goals; reviews and approves documentation and plans of care developed by other staff to ensure services are consistent with the level of care required for each individual's needs; monitors the quality and effectiveness of services provided as applicable
- Conducts comprehensive clinical assessments as a part of the intake and diagnostic process, ongoing provision of services, and/or crisis intervention; identifies individual needs and diagnoses substance use and/or mental health disorders; assesses individual risk assessments for suicide or homicide and other safety related concerns; completes Baker Act documentation when required and completes safety planning with individuals in crisis; determines risk level of patients through triage of a mental health crisis; implements the SAFE-T screening tool to assess and intervene with high-risk patients of all ages; determines the need for medication evaluation and referral; interprets and communicates relevant information to consumers, families and other stakeholders as applicable; networks with other community agencies to research and coordinate a variety of resources and services to address comprehensive, intensive, or long-term individual needs; encourages the establishment and maintenance of support systems; collaborates with other providers in the development, implementation, execution and review of plans
- Assists in the facilitation/coordination of psychotherapy and other clinical and therapeutic services for a designated case load of individuals, groups and families with complex, intensive, or on-going needs to include inpatient or outpatient treatment and transportation to treatment settings; monitors provided services are consistent with individual treatment plans; initiates and attends individual and/or group meetings and provides services in a community based setting; organizes and facilitates skill development, clinical and support groups; arranges for appropriate care and services; reviews and updates diagnosis and level of care as applicable
- Collaborates with hospital providers for involuntary hospitalizations as applicable and in a timely and accurate manner

- Provides clinical therapy and counseling to individuals, couples and families as applicable; provides crisis debriefings to personnel and assists the Department in developing and maintaining a Peer Support Program
- Documents all emergency calls and logs information in Continuity of Care, Records and Case Management Systems as required; Assists with continuity of care duties as needed; maintains accurate and timely records consistent with Department standards; gathers, reports and utilizes current research findings to support clinical work and best practices on an ongoing basis
- Completes any required law enforcement-based training such as policies, procedures and law relating to use of force, or other agency and professional trainings as assigned by the Chief
- Along with the APD Training manager, coordinates annual CIT and mental health-related trainings for APD and law enforcement personnel
- Attends weekly meetings with APD executive staff and advises the Chief of Police in mental health-related issues as they pertain to the Department

Requirements:

Must possess a Graduate-level Counseling degree from an accredited institution and be licensed in the State of New Mexico as a:

- Psychologist/Psychiatrist/PsyD., or;
- Licensed Professional Counselor, or;
- Licensed Clinical Social Worker, or;
- Licensed Counselor or Marriage and Family Therapist, or;
- Licensed Registered Nurse with Specialized Mental Health Training.

Must have the following:

- The ability to work autonomously in a high-paced/stressful team-oriented environment
- Excellent computer, verbal, written communication and interpersonal skills
- Experience in working with clientele diagnosed with serious mental illnesses
- Experience in working with clientele with substance use disorders
- Valid N.M. Driver's License
- Successful completion of a background check

Preferred Qualifications:

- Advanced knowledge of the mental health care system operating within the City of Alamogordo and Otero County
- Thorough knowledge of the laws, rules and regulations relating to crisis intervention services and suicide prevention programs
- Experienced ability to de-escalate, work with and counsel suicidal/distraught clients of all ages
- Training and/or experience in Crisis intervention in law enforcement settings and familiarity of police and emergency response for crisis intervention
- Knowledge of law enforcement community-based policing programs as outlined in the President's Task Force on 21st Century policing, and experience in serving historically disadvantaged and underserved populations including the economically-disadvantaged, persons of color, and the LGBTQ community

Peer Recovery Specialists (3 at 19 hours/week) Job Description

The Peer Recover Specialist is a member of the Mobile Crisist Response Team (MCRT) and will assess, evaluate, perform crisis intervention techniques, and will develop a crisis plan for continuation of services related to individual clients. They will be responsible fo all incident documentaion, and will be the on-site resource for any relevant clinical infomration, and will be the liaison for collaboration with other inviolved parties including families, friends, and other community providers (all under the clinical supervision of an independently licensed clinician). This position is currently dependent on grant funding.

Essential Functions:

- Assist in performing a danger assessment, a crisis assessment, an environmental assessment, and a lethality assessment upon entry to the community situation
- Assist in performrning an on-scene assessment and treatment plan
- Effectively perform crisis intervention including de-escalation, crisis planning, and implementation
- Design appropriate referral recommendations using available community resources and follow-up
- Provide case management duties to reduce future crisis response needs
- Play and advocacy role, provide or arrange transportation if needed, and promote self-care, illness self-management, and wellness and recovery
- Address population of child, adolescent, adult, dual-diagnosis, co-occurring, and elderly
- Work with families and involved persons to de-escalate the situation, make a crisis plan, and enlist cooperation with recommended treatment
- Document interacitons
- Must be able to work as a team with first responders and be aware of first responder culture
- Become familiar with police codes and language
- Participate in and complete all required trainings
- Provide education in the community about the agency and all components of CRS when needed
- Check work email at the beginning and end of each shift
- Provide mentorin to interns and new staff
- Other duties as assigned

This is an excellent position for people with lived experience (substance use disorder or mental health condition) to work as a part of a mobile crisis team serving people in crisis in Otero County.

Required Qualifications:

- Bachelor's degree preferred
- Certified Peer Recovery Specialist (CPSW) in NM or willingness to be certified at the next testing opportunity
- Lived experience of recovery from a mental health condition and/or a substance use disorder
- Willingness and ability to work a flexible schedule
- Knowledge of Internet and Microsoft Office (MS Word, MS Excel, MS PowerPoint, MS Outlook)
- Willingness to train on Electronic Consumer Record Software

- Ability to work effectively with individuals in need and the professional staff of service provider agencies
- Accepting attitude regarding multiple pathways to recovery
- Valid driver's license and insurance

On-call Licensed Mental Health Clinician will provide contracted support during the times that Clinical Director is using paid time. **Kimmie Jordan** is a Certified Psychiatric Rehabilitation Practitioner, Licensed Alcohol and Drug Counselor, Licensed Associate Marriage and Family Therapist, and Certified Life Coach who has worked in the mental health field since 2000. She was selected by the New Mexico Behavioral Health Collaborative as Local Collaborative 12 Star for her behavioral health advocacy efforts. In 2011 she received the Public Service Award and in 2006 she received the Rehabilitation Practitioner Award from the Psychiatric Rehabilitation Association of New Mexico for her dedication and excellence in providing psychiatric rehabilitation services and advocacy. She specializes in psychiatric rehabilitation and mental health counseling for individuals with mood and anxiety disorders, schizophrenia, personality disorders, dual diagnosis, substance use, and involvement with the criminal justice system. She has extensive presentation, keynote, and workshop experience educating various groups about mental illness and recovery. She works with and provides consultation services related to mental health for providers and advocacy groups. She recently served as the President for the National Alliance on Mental Illness - New Mexico (NAMI-NM), Vice President for National Alliance on Mental Illness Dona Ana County (NAMI-DAC), and as executive director for the Psychosocial Rehabilitation Association of New Mexico (PSRANM). **Ms. Jordan is the Mental Health Co-Lead on the PRA/APD CIT Project, and will be providing support and guidance on all aspects of this project as part of her community leadership and advocacy efforts at no cost to the project.** She will also be contracted to provide consulting services in support of the MCRT development for approximately 168 hours over the course of the project.

Community Stakeholders: The Otero County Community Health Council, the Behavioral Health Local Collaborative – Judicial District 12, and their members will be providing support in all aspects of this project and advocating for long-term sustainability through additional funding. **Dr. Holly Mata** is Adjunct Faculty at UTEP (School of Nursing), NMSU (Public Health Sciences), and the Burrell College of Osteopathic Medicine (Biomedical Sciences). She is a Certified Health Education Specialist (CHES) and is Certified in Public Health (CPH). She has experience in health equity advocacy, mental health policy, public health workforce development, community mobilization, and program evaluation. She is Vice President of the Otero County Community Health Council and serves as Otero County liaison to Empower Change. She will also support aspects of this project in her role as a community advocate with the OCCHC/BHLC, providing approximately 2 to 4 hours/week of logistical and training support, evaluation, and/or community education as needed at no cost to the project.

Maureen Schmittle is the Health Promotion Specialist for the New Mexico Department of Health in Otero County, and has support from NMDOH to dedicate a portion of her work time to support community outreach, training logistics, and data/evaluation needs. **Please see the Letters of Support for substantial commitments from other key partners in this initiative.**

Sustainability

This project represents the first year in a multi-year effort to integrate a MCRT unit into the APD. This project builds on past work funded by the PdNHF to other regional entities (e.g., funding to NMSU in 2016 to support Mental Health First Aid and other evidence-based stigma reduction programs), and leverages the current technical assistance support to APD from Policy Research Associates through BJA funding. Key to our sustainability plan are the following:

- Alignment of multiple stakeholder strategic/action plans
- Support from the Otero County Community Health Council/Behavioral Health Local Collaborative – Judicial District 12
- Participation in and commitment to the CIT Strategic Implementation Plan from 50+ organizations, government agencies, healthcare/social service providers, and community members
- Connection to and engagement with regional and national experts in mental health policy and integration of crisis response teams into law enforcement
- Commitment to serving as a model site for other rural communities

Additional Funding

Although this project does not currently have any additional funding associated with it, we do have substantial investment, support, and commitment from key stakeholders as discussed throughout the proposal. In addition to the substantial commitment of in-kind support from APD and other partners, the support from Policy Research Associates and the close collaboration with the OCCHC/LC12 adds value to the project. The MCRT will also prioritize developing protocols for billing for reimbursable services through a variety of funding mechanisms, which will enhance our project as a model site for MCRT development and long-term sustainability. During the project period, all key personnel are committed to seeking additional funding and support from funders in addition to the PdNHF. These include but are not limited to SAMHSA, PRA, BJA, and the Robert Wood Johnson Foundation. As outlined in our CIT Strategic Implementation plan, both City and County agencies are committed to improving systems and leveraging resources 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. Please view our [Alamogordo CIT Progress Video](#) for insight from two local CIT-trained professionals on improving our culture of CIT.



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/15/2019

Report No: 9.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2019-43 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 October 22, 2019. *(Evelyn Huff, Budget Analyst)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Beginning Cash Balances \$0

Revenues 210,496 (Increase)

Expenditures (55,166) (Decrease)

Transfers In 12,141 (Increase)

Transfers Out 12,141 (Increase)

Net Impact 265,662

Recommendation: Approve the Resolution

Background: The City Commission adopted the FY 2019-2020 budget on May 14, 2019. The Department of Finance & Administration granted approval of the City of Alamogordo's Fiscal Year FY 2019-2020 Final Budget on August 2, 2019. Resolution 2019-43 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
BUDGET 2019-2020**

1/12TH REQ RSRV
1,232,918
1/12TH REQ RSRV
1,232,918
Fund Reserve Policy
487,127
Bal. Remaining

93,838

FY20 BUDGET - RESOLUTION 2019-43 (#4) OCTOBER 22, 2019

FUND NO.	FY 2019-2020 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	6,853,189	17,757,582	285,708	7,054,660	(6,768,952)	14,795,018	3,046,801	2,952,963	93,838
12	INTERNAL SERVICE FUND	82,565	383,568	2,774,784	40,826	2,733,958	3,198,127	1,964		\$1,964
15	CORRECTIONS-JAIL	10,663	81,827	104,000	259	103,741	193,850	2,381		\$2,381
16	LODGER'S TAX-PROMOTIONAL FUND	181,723	255,431	6,695	1,749	4,946	279,219	162,881		\$162,881
17	POLICE COURT BOND	10,438	0	0	0	0	0	10,438		\$10,438
19	COURT AUTOMATION FUND	5,867	81,566	0	24,311	(24,311)	63,118	4		\$4
20	LODGER'S TAX-CITY	98,458	439,292	0	57,702	(57,702)	479,995	53		\$53
21	D.A.R.E. DONATIONS FUND	23,639	6,224	0	0	0	13,258	16,605		\$16,605
24	GRANT CAPITAL IMPROVEMENT	0	1,055,861	0	0	0	962,284	93,577		\$93,577
27	MUNICIPAL COURT OPERATIONS	8,775	10,000	426,141	14,058	412,083	430,848	10		\$10
28	POLICE CONTINGENCY	62,595	3,836	0	0	0	10,000	56,431		\$56,431
31	CEMETERY-PERPETUAL CARE	770,756	25,843	0	0	0	0	796,599		\$796,599
32	COMMUNITY SERVICES	124,369	540,747	4,009,000	623,914	3,385,086	4,049,187	1,015		\$1,015
33	FIRE PROTECTION	400,617	659,726	0	0	0	849,592	210,751	23,204	\$187,547
35	HIDTA GRANT FUND	(0)	28,239	0	0	0	28,239	(0)		(\$0)
36	LAW ENFORCEMENT FUND	(0)	63,000	0	0	0	63,000	(0)		(\$0)
37	STATE HIGHWAY FUND	127,401	44,429	0	0	0	34,963	136,867		\$136,867
38	TRAFFIC SAFETY FUND	69,142	23,684	0	0	0	44,146	48,680		\$48,680
39	STATE JUDICIAL	3,416	75,500	0	0	0	75,500	3,416		\$3,416
42	1984 GROSS RECEIPTS TAX	245,032	1,693,023	0	1,546,149	(1,546,149)	28,262	363,644	262,110	\$101,534
44	TRANSPORTATION FUND	0	2,471,380	1,370,159	153,157	1,217,002	3,261,233	427,149		\$427,149
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		\$0
49	1986 GROSS RECEIPTS TAX	4,373,647	1,753,562	0	2,777,234	(2,777,234)	1,065,529	2,284,446	269,728	\$2,014,718
50	PROPERTY ACQUISITION	84,410	0	0	0	0	0	84,410		\$84,410
53	GENERAL OBLIGATION	872,135	1,049,847	0	0	0	1,021,018	900,964	510,509	\$390,455
54	REVERSE OSMOSIS PROJECT RSV	21,967	0	174,046	0	174,046	174,046	21,967		\$21,967
56	99 GRT FLOOD CONTROL BOND PROJ	1,650,690	30,981	3,971,608	176	3,971,432	3,916,221	1,736,882		\$1,736,882
59	REVENUE BOND P & I FUND	149,984	7,250	2,678,368	0	2,678,368	2,678,368	157,234		\$157,234
61	MUNICIPAL INFRASTRUCTURE .0625%	818,034	423,329	0	820,164	(820,164)	7,066	414,133		\$414,133
63	COMMUNITY DEVELOPMENT	33,500	0	444,242	42,663	401,579	434,935	144		\$144
69	1994 GROSS RECEIPTS	2,219,834	1,689,544	0	2,598,874	(2,598,874)	28,262	1,282,242	553,279	\$728,963
71	ALAMO SENIOR CENTER	21,630	793,567	588,400	2,379	586,021	1,395,263	5,955		\$5,955
74	ALAMO SENIOR CENTER GIFT	141,812	21,642	0	0	0	81,473	81,981		\$81,981
75	RETIRED & SENIOR VOL. PROGRAM	100	232,414	56,500	17,068	39,432	271,564	382		\$382
81	WATER/SEWER OPERATING	10,264,053	17,856,920	1,911,578	2,071,120	(159,542)	26,255,613	1,705,818	946,315	\$759,503
82	98 JT WATER/SEWER BOND P&I	1,253,517	19,609	1,933,872	0	1,933,872	1,933,328	1,273,670		\$1,273,670
86	SOLID WASTE COLLECTION SYS.	458,723	2,288,155	0	136,255	(136,255)	2,178,902	431,721	158,023	\$273,698
88	BONITO CAMPGROUND	385,257	5,518	0	0	0	0	390,775		\$390,775
89	ESGRT .0625%	2,537,187	443,151	0	215,475	(215,475)	307,600	2,457,263		\$2,457,263
90	GOLF COURSE	11,600	1,593,648	218,450	82,406	136,044	1,740,732	560		\$560

**ALL FUNDS SUMMARY
BUDGET 2019-2020**

1/12TH REQ RSRV
1,232,918
1/12TH REQ RSRV
1,232,918
Fund Reserve Policy
487,127
Bal. Remaining

93,838

FY20 BUDGET - RESOLUTION 2019-43 (#4) OCTOBER 22, 2019

FUND NO.	FY 2019-2020 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
91	AIRPORT	12,569	350,817	249,500	47,933	201,567	394,326	170,627		\$170,627
94	OTERO GREENTREE REG LANDFILL	4,698,915	1,401,009	0	2,972	(2,972)	3,732,197	2,364,755		\$2,364,755
96	SELF-INSURED FUND	494,406	66,439	0	0	0	50,239	510,606		\$510,606
98	PAYROLL CLEARING	210,809	0	0	0	0	0	210,809		\$210,809
104	UTILITY DEPOSITS	660,682	0	0	0	0	0	660,682		\$660,682
105	ECONOMIC DEVELOPMENT	3,184,151	947,836	0	0	0	891,559	3,240,428		\$3,240,428
107	SELF INSURED/LIABILITY	682,061	11,694	330,000	0	330,000	452,169	571,586		\$571,586
109	2004 GRT CAPITAL OUTLAY	11,931,219	3,518,163	0	3,201,438	(3,201,438)	8,907,077	3,340,867	534,720	\$2,806,147
114	SIDEWALKS REVOLVING LOANS	138,887	2,095	0	0	0	32,360	108,622		\$108,622
115	CORP ESCROW ACCOUNT RESERVE	0	0	0	0	0	0	0		\$0
119	2012 GRT REF/IMP REVBD	1,202,310	24,232	0	0	0	903,817	322,725		\$322,725
121	2015 GO BONDS-FUN CENTER	87,476	1,441	0	0	0	0	88,917		\$88,917
122	2015 GO BONDS-STREETS	169,501	3,003	0	0	0	0	172,504		\$172,504
901	HOUSING LOW RENT OPERATING	897,099	822,791	0	109	(109)	1,055,348	664,433	78,002	\$586,431
903	HOUSING HOMEOWNERSHIP OPER	746,039	1,705	0	0	0	28,145	719,599		\$719,599
904	HOUSING CAPITAL FUND PROJECTS	0	851,194	0	0	0	851,194	0		\$0
TOTALS FY2020		59,492,852	61,912,314	21,533,051	21,533,051	0	89,648,190	31,756,976	6,288,853	25,468,122

ALL FUNDS SUMMARY

BUDGET 2019-2020

1/12TH REQ RSRV
1,232,918
1/12TH REQ RSRV
1,232,918
Fund Reserve Policy
487,127
Bal. Remaining

93,838

FY20 BUDGET - RESOLUTION 2019-43 (#4) OCTOBER 22, 2019

FUND NO.	FY 2019-2020 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	6,853,189	17,757,582	285,708	7,048,519	(6,762,811)	14,801,159	3,046,801	2,953,987	92,814
	Revision #3				6,141	(6,141)	(6,141)	0		\$0
	Total Revised Fund 11	6,853,189	17,757,582	285,708	7,054,660	(6,768,952)	14,795,018	3,046,801	2,952,963	93,838
12	INTERNAL SERVICE FUND	82,565	383,568	2,774,784	40,826	2,733,958	3,198,127	1,964		\$1,964
	Total Revised Fund 12	82,565	383,568	2,774,784	40,826	2,733,958	3,198,127	1,964		1,964
15	CORRECTIONS-JAIL	10,663	81,827	104,000	259	103,741	193,850	2,381		\$2,381
	Total Revised Fund 15	10,663	81,827	104,000	259	103,741	193,850	2,381		2,381
16	LODGER'S TAX-PROMOTIONAL FUND	181,723	255,431	6,695	1,749	4,946	279,219	162,881		\$162,881
	Total Revised Fund 16	181,723	255,431	6,695	1,749	4,946	279,219	162,881		162,881
17	POLICE COURT BOND	10,438	0	0	0	0	0	10,438		\$10,438
	Total Revised Fund 17	10,438	0	0	0	0	0	10,438		10,438
19	COURT AUTOMATION FUND	5,867	81,566	0	18,311	(18,311)	69,118	4		\$4
	Revision #3				6,000	(6,000)	(6,000)	0		\$0
	Total Revised Fund 19	5,867	81,566	0	24,311	(24,311)	63,118	4		4
20	LODGER'S TAX-CITY	98,458	439,292	0	57,702	(57,702)	479,995	53		\$53
	Total Revised Fund 20	98,458	439,292	0	57,702	(57,702)	479,995	53		53
21	D.A.R.E. DONATIONS FUND	23,639	6,224	0	0	0	13,258	16,605		\$16,605
	Total Revised Fund 21	23,639	6,224	0	0	0	13,258	16,605		16,605
24	GRANT CAPITAL IMPROVEMENT	0	1,050,006	0	0	0	956,429	93,577		\$93,577
	Revision #1		5,855				5,855	0		\$0
	Total Revised Fund 24	0	1,055,861	0	0	0	962,284	93,577		93,577
27	MUNICIPAL COURT OPERATIONS	8,775	10,000	414,000	14,058	399,942	418,707	10		\$10
	Revision #3			12,141		12,141	12,141	0		\$0
	Total Revised Fund 27	8,775	10,000	426,141	14,058	412,083	430,848	10		10
28	POLICE CONTINGENCY	62,595	3,836	0	0	0	10,000	56,431		\$56,431
	Total Revised Fund 28	62,595	3,836	0	0	0	10,000	56,431		56,431
31	CEMETERY-PERPETUAL CARE	770,756	25,843	0	0	0	0	796,599		\$796,599
	Total Revised Fund 31	770,756	25,843	0	0	0	0	796,599		796,599
32	COMMUNITY SERVICES	124,369	540,747	4,009,000	623,914	3,385,086	4,049,187	1,015		\$1,015
	Total Revised Fund 32	124,369	540,747	4,009,000	623,914	3,385,086	4,049,187	1,015		1,015
33	FIRE PROTECTION	400,617	659,726	0	0	0	849,592	210,751	23,204	\$187,547
	Total Revised Fund 33	400,617	659,726	0	0	0	849,592	210,751	23,204	187,547
35	HIDTA GRANT FUND	0	28,239	0	0	0	28,239	0		\$0

	Total Revised Fund 35	(0)	28,239	0	0	0	28,239	(0)		(0)
36	LAW ENFORCEMENT FUND	(0)	63,000	0	0	0	63,000	(0)		(\$0)
	Total Revised Fund 36	(0)	63,000	0	0	0	63,000	(0)		(0)
37	STATE HIGHWAY FUND	127,401	44,429	0	0	0	34,963	136,867		\$136,867
	Total Revised Fund 37	127,401	44,429	0	0	0	34,963	136,867		136,867
38	TRAFFIC SAFETY FUND	69,142	23,684	0	0	0	44,146	48,680		\$48,680
	Total Revised Fund 38	69,142	23,684	0	0	0	44,146	48,680		48,680
39	STATE JUDICIAL	3,416	75,500	0	0	0	75,500	3,416		\$3,416
	Total Revised Fund 39	3,416	75,500	0	0	0	75,500	3,416		3,416
42	1984 GROSS RECEIPTS TAX	245,032	1,693,023	0	1,546,149	(1,546,149)	28,262	363,644	262,110	\$101,534
	Total Revised Fund 42	245,032	1,693,023	0	1,546,149	(1,546,149)	28,262	363,644	262,110	101,534
44	TRANSPORTATION FUND	0	2,471,380	1,370,159	153,157	1,217,002	3,261,233	427,149		\$427,149
	Total Revised Fund 44	0	2,471,380	1,370,159	153,157	1,217,002	3,261,233	427,149		427,149
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		\$0
	Total Revised Fund 48	0	0	0	0	0	0	0		0
49	1986 GROSS RECEIPTS TAX	4,373,647	1,753,562	0	2,777,234	(2,777,234)	1,065,529	2,284,446	269,728	\$2,014,718
	Total Revised Fund 49	4,373,647	1,753,562	0	2,777,234	(2,777,234)	1,065,529	2,284,446	269,728	2,014,718
50	PROPERTY ACQUISITION	84,410	0	0	0	0	0	84,410		\$84,410
	Total Revised Fund 50	84,410	0	0	0	0	0	84,410		84,410
53	GENERAL OBLIGATION	872,135	1,049,847	0	0	0	1,021,018	900,964	510,509	\$390,455
	Total Revised Fund 53	872,135	1,049,847	0	0	0	1,021,018	900,964	510,509	390,455
54	REVERSE OSMOSIS PROJECT RSV	21,967	0	174,046	0	174,046	174,046	21,967		\$21,967
	Total Revised Fund 54	21,967	0	174,046	0	174,046	174,046	21,967		21,967
56	99 GRT FLOOD CONTROL BOND PROJ	1,650,690	30,981	3,971,608	176	3,971,432	3,916,221	1,736,882		\$1,736,882
	Total Revised Fund 56	1,650,690	30,981	3,971,608	176	3,971,432	3,916,221	1,736,882		1,736,882
59	REVENUE BOND P & I FUND	149,984	7,250	2,678,368	0	2,678,368	2,678,368	157,234		\$157,234
	Total Revised Fund 59	149,984	7,250	2,678,368	0	2,678,368	2,678,368	157,234		157,234
61	MUNICIPAL INFRASTRUCTURE .0625%	818,034	423,329	0	820,164	(820,164)	7,066	414,133		\$414,133
	Total Revised Fund 61	818,034	423,329	0	820,164	(820,164)	7,066	414,133		414,133
63	COMMUNITY DEVELOPMENT	33,500	0	444,242	42,663	401,579	434,935	144		\$144
	Total Revised Fund 63	33,500	0	444,242	42,663	401,579	434,935	144		144
69	1994 GROSS RECEIPTS	2,219,834	1,689,544	0	2,598,874	(2,598,874)	28,262	1,282,242	553,279	\$728,963
	Total Revised Fund 69	2,219,834	1,689,544	0	2,598,874	(2,598,874)	28,262	1,282,242	553,279	728,963
71	ALAMO SENIOR CENTER	21,630	793,567	588,400	2,379	586,021	1,395,263	5,955		\$5,955
	Total Revised Fund 71	21,630	793,567	588,400	2,379	586,021	1,395,263	5,955		5,955
74	ALAMO SENIOR CENTER GIFT	141,812	21,642	0	0	0	81,473	81,981		\$81,981
	Total Revised Fund 74	141,812	21,642	0	0	0	81,473	81,981		81,981
75	RETIRED & SENIOR VOL. PROGRAM	100	232,414	56,500	17,068	39,432	271,564	382		\$382
	Total Revised Fund 75	100	232,414	56,500	17,068	39,432	271,564	382		382
81	WATER/SEWER OPERATING	10,264,053	17,652,279	1,911,578	2,071,120	(159,542)	26,316,634	1,440,156	946,315	\$493,841
	Revision #2		204,641			0	(61,021)	265,662		\$265,662

	Total Revised Fund 81	10,264,053	17,856,920	1,911,578	2,071,120	(159,542)	26,255,613	1,705,818	946,315	759,503
82	98 JT WATER/SEWER BOND P&I	1,253,517	19,609	1,933,872	0	1,933,872	1,933,328	1,273,670	0	\$1,273,670
	Total Revised Fund 82	1,253,517	19,609	1,933,872	0	1,933,872	1,933,328	1,273,670	0	1,273,670
86	SOLID WASTE COLLECTION SYS.	458,723	2,288,155	0	136,255	(136,255)	2,178,902	431,721	158,023	\$273,698
	Total Revised Fund 86	458,723	2,288,155	0	136,255	(136,255)	2,178,902	431,721	158,023	273,698
88	BONITO CAMPGROUND	385,257	5,518	0	0	0	0	390,775		\$390,775
	Total Revised Fund 88	385,257	5,518	0	0	0	0	390,775		390,775
89	ESGRT .0625%	2,537,187	443,151	0	215,475	(215,475)	307,600	2,457,263		\$2,457,263
	Total Revised Fund 89	2,537,187	443,151	0	215,475	(215,475)	307,600	2,457,263	0	2,457,263
90	GOLF COURSE	11,600	1,593,648	218,450	82,406	136,044	1,740,732	560		\$560
	Total Revised Fund 90	11,600	1,593,648	218,450	82,406	136,044	1,740,732	560	0	560
91	AIRPORT	12,569	350,817	249,500	47,933	201,567	394,326	170,627	0	\$170,627
	Total Revised Fund 91	12,569	350,817	249,500	47,933	201,567	394,326	170,627	0	170,627
94	OTERO GREENTREE REG LANDFILL	4,698,915	1,401,009	0	2,972	(2,972)	3,732,197	2,364,755		\$2,364,755
	Total Revised Fund 94	4,698,915	1,401,009	0	2,972	(2,972)	3,732,197	2,364,755	0	2,364,755
96	SELF-INSURED FUND	494,406	66,439	0	0	0	50,239	510,606		\$510,606
	Total Revised Fund 96	494,406	66,439	0	0	0	50,239	510,606	0	510,606
98	PAYROLL CLEARING	210,809	0	0	0	0	0	210,809		\$210,809
	Total Revised Fund 98	210,809	0	0	0	0	0	210,809	0	210,809
104	UTILITY DEPOSITS	660,682	0	0	0	0	0	660,682		\$660,682
	Total Revised Fund 104	660,682	0	0	0	0	0	660,682	0	660,682
105	ECONOMIC DEVELOPMENT	3,184,151	947,836	0	0	0	891,559	3,240,428		\$3,240,428
	Total Revised Fund 105	3,184,151	947,836	0	0	0	891,559	3,240,428		3,240,428
107	SELF INSURED/LIABILITY	682,061	11,694	330,000	0	330,000	452,169	571,586		\$571,586
	Total Revised Fund 107	682,061	11,694	330,000	0	330,000	452,169	571,586	0	571,586
109	2004 GRT CAPITAL OUTLAY	11,931,219	3,518,163	0	3,201,438	(3,201,438)	8,907,077	3,340,867	534,720	\$2,806,147
	Total Revised Fund 109	11,931,219	3,518,163	0	3,201,438	(3,201,438)	8,907,077	3,340,867	534,720	2,806,147
114	SIDEWALKS REVOLVING LOANS	138,887	2,095	0	0	0	32,360	108,622		\$108,622
	Total Revised Fund 114	138,887	2,095	0	0	0	32,360	108,622	0	108,622
115	CORP ESCROW ACCOUNT RESERVE	0	0	0	0	0	0	0		\$0
	Total Revised Fund 114	0	0	0	0	0	0	0	0	0
119	2012 GRT REF/IMP REVBD	1,202,310	24,232	0	0	0	903,817	322,725		\$322,725
	Total Revised Fund 119	1,202,310	24,232	0	0	0	903,817	322,725		322,725
121	2015 GO BONDS-FUN CENTER	87,476	1,441	0	0	0	0	88,917		\$88,917
	Total Revised Fund 121	87,476	1,441	0	0	0	0	88,917		88,917
122	2015 GO BONDS-STREETS	169,501	3,003	0	0	0	0	172,504		\$172,504
	Total Revised Fund 122	169,501	3,003	0	0	0	0	172,504		172,504
901	HOUSING LOW RENT OPERATING	897,099	822,791	0	109	(109)	1,055,348	664,433	78,002	\$586,431
	Total Revised Fund 901	897,099	822,791	0	109	(109)	1,055,348	664,433	78,002	586,431
903	HOUSING HOMEOWNERSHIP OPER	746,039	1,705	0	0	0	28,145	719,599		\$719,599
	Total Revised Fund 903	746,039	1,705	0	0	0	28,145	719,599	0	719,599
904	HOUSING CAPITAL FUND PROJECTS	0	851,194	0	0	0	851,194	0		\$0
	Total Revised Fund 904	0	851,194	0	0	0	851,194	0		0
TOTALS FY2020		59,492,852	61,912,314	21,533,051	21,533,051	0	89,648,190	31,756,976	6,288,853	25,468,122

Resolution # 2019-43 October 22, 2019

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #1						
This budget revision is to add the revenue and expense for the bulletproof vest replacement program						
	24	GRANT CAPITAL IMPROVEMENT				
		<i>Revenues</i>				
	PSBV20	024-0000-317.16-73	Federal Grant	0	5,855	5,855
			Total Revenues	0	5,855	5,855
		<i>Expenditures</i>				
	PSBV20	024-0000-419.31-05	Uniforms	0	5,855	5,855
			Total Expenditures	0	5,855	5,855
REVISION #2						
This budget revision is to update the expenditure and revenue lines based on the latest DHSEM/FEMA amendments to DR4199, PW 25 and PW 46						
	81	WATER/SEWER OPERATING				
		<i>Revenues</i>				
	PW1605	081-0000-317.16-13	State Grant	42,213	29,235	71,448
	PW1605	081-0000-317.16-73	Federal Grant	253,278	175,406	428,684
			Total Revenues	295,491	204,641	500,132
		<i>Expenditures</i>				
	PW1605	081-0008-461.60-79	Bonito Lake Restoration	632,600	(61,021)	571,579
			Total Expenditures	632,600	(61,021)	571,579
REVISION #3						
This budget revision is to move funds to pay for the installation of bulletproof glass at municipal cour						
	27	MUNICIPAL COURT OPERATIONS				
		<i>Transfers In</i>				
		027-0000-391.19-11	Transfer In from Fund 11	414,000	6,141	420,141
		027-0000-391.19-19	Transfer In from Fund 19	0	6,000	6,000
			Total Revenues	414,000	12,141	426,141
		<i>Expenditures</i>				
		027-0099-990.63-91	Capital Outlay - Building Improvements	0	12,141	12,141
			Total Expenditures	0	12,141	12,141
	19	COURT AUTOMATION FUND				
		<i>Transfers Out</i>				
		019-0000-491.18-27	Transfer Out to Fund 27	0	6,000	6,000
			Total Revenues	0	6,000	6,000
		<i>Expenditures</i>				
		019-1201-412.56-05	Travel	18,900	(6,000)	12,900
			Total Expenditures	18,900	(6,000)	12,900
	11	GENERAL FUND				
		<i>Transfers Out</i>				
		011-0000-491.18-27	Transfer Out to Fund 27	414,000	6,141	420,141
			Total Revenues	414,000	6,141	420,141
		<i>Expenditures</i>				
		011-2400-419.57-72	Contingencies	313,167	(6,141)	307,026
			Total Expenditures	313,167	(6,141)	307,026

RESOLUTION NO. 2019-43

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 2019-20.

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 August 2, 2019, for fiscal year 2019-2020; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2019-2020.

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 2020 be and hereby is revised as of October 22, 2019 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2019-2020 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 October 22, 2019 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2019-2020.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 22nd day of October 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 Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/11/2019

Report No: 10.

Submitted By: Diane Malone

Subject: Consider, and act upon, final publication of Ordinance 1600 for refunding of the City's outstanding 2009 loan agreement. (*Chris Muirhead and John Archuleta*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve of final publication of Ordinance 1600 for refunding of the 2009 loan agreement.

Background:

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (NMFA), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$3,270,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING, PAYING AND DISCHARGING THE CITY'S OUTSTANDING 2009 LOAN AGREEMENT WITH THE NEW MEXICO FINANCE AUTHORITY, FUNDING THE LOAN AGREEMENT RESERVE ACCOUNT AND PAYING A LOAN PROCESSING FEE AND EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE GOVERNMENTAL UNIT'S JOINT WATER AND SEWER UTILITY SYSTEM; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

**CITY OF ALAMOGORDO, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN**

Financing Schedule

JULY 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2019						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Tuesday, July 9, 2019	City Commission Adopts Intent Resolution	City Modrall
Thursday, August 22, 2019	Finance Authority Board Approves Application	Finance Authority
Monday, August 26, 2019	Distribute Draft Loan Ordinance	Modrall
Friday, August 30, 2019	Distribute Draft of Loan Agreement	Sutin
Tuesday, September 3, 2019	Submit Notice of Intent to adopt Loan Ordinance to the <i>Alamogordo Daily News</i> for publication on Saturday, September 7, 2019	Modrall City Clerk

Tuesday, September 3, 2019	Comments due on Loan Ordinance	All Parties
Wednesday, September 4, 2019	Distribute Revised Draft of Loan Ordinance	Modrall
Friday, September 6, 2019	Comments due on Loan Agreement	All Parties
Saturday, September 7, 2019	Notice of Intent to Adopt Loan Ordinance published in <i>Alamogordo Daily News</i>	Newspaper City Clerk
Monday, September 9, 2019	Distribute Revised Draft of Loan Agreement	Sutin
Tuesday, September 10, 2019	Finance Authority Sets Interest Rates	Finance Authority
Tuesday, September 10, 2019 Tuesday, September 24, 2019	First Reading of Loan Ordinance at City Commission Meeting	City GKB Modrall
Friday, September 13, 2019 Wednesday, September 25, 2019	File Conditional Notice of Redemption for the Series 2009 Bonds with Finance Authority	Modrall
Tuesday, September 24, 2019 October 8, 2019	City Commission adopts Loan Ordinance	City GKB Modrall
Wednesday, September 25, 2019 October 9, 2019	Notice of adoption of Loan Ordinance submitted for publication on Saturday, September 28, 2019 in the <i>Alamogordo Daily News</i> October 5, 2019	Modrall City Clerk
Saturday, September 28, 2019 October 9, 2019	Notice of adoption of Loan Ordinance published in the <i>Alamogordo Daily News</i>	Newspaper City Clerk

Friday, October 4, 2019	Distribute Draft Closing Documents	Modrall Sutin
Friday, October 11, 2019	Comments Due on Closing Documents	All
Week of October 21, 2019	Pre-Closing/Document Signing	City GKB Modrall
Monday, October 28, 2019	30-day Limitation of Action Period Expires	City Modrall
Friday, November 1, 2019	Closing and Refunding of Series 2009 Bonds	
Friday, November 1, 2019	File Notice of Debt on EMMA	Modrall

SOURCES AND USES OF FUNDS

City of Alamogordo
Series 2009 Net System Revenue Bond Refunding

Sources:

Bond Proceeds:	
Par Amount	3,270,000.00
Other Sources of Funds:	
Prior Debt Service Reserve Fund	413,150.16
	3,683,150.16

Uses:

Refunding Escrow Deposits:	
Cash Deposit	3,275,940.10
Other Fund Deposits:	
Debt Service Reserve Fund	327,000.00
Delivery Date Expenses:	
Cost of Issuance	55,000.00
Underwriter's Discount	
	24,525.00
	79,525.00
Other Uses of Funds:	
Additional Proceeds	685.06
	3,683,150.16

BOND SUMMARY STATISTICS

City of Alamogordo
Series 2009 Net System Revenue Bond Refunding

Dated Date	11/01/2019
Delivery Date	11/01/2019
Last Maturity	06/01/2029
Arbitrage Yield	1.289575%
True Interest Cost (TIC)	1.443271%
Net Interest Cost (NIC)	1.437348%
All-In TIC	1.794143%
Average Coupon	1.291214%
Average Life (years)	5.132
Duration of Issue (years)	4.925
Par Amount	3,270,000.00
Bond Proceeds	3,270,000.00
Total Interest	216,697.92
Net Interest	241,222.92
Total Debt Service	3,486,697.92
Maximum Annual Debt Service	368,375.92
Average Annual Debt Service	363,829.35
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	7.500000
Total Underwriter's Discount	7.500000
Bid Price	99.250000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	3,270,000.00	100.000	1.291%	5.132
	3,270,000.00			5.132

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,270,000.00	3,270,000.00	3,270,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-24,525.00	-24,525.00	
- Cost of Issuance Expense		-55,000.00	
- Other Amounts			
Target Value	3,245,475.00	3,190,475.00	3,270,000.00
Target Date	11/01/2019	11/01/2019	11/01/2019
Yield	1.443271%	1.794143%	1.289575%

BOND PRICING

City of Alamogordo
Series 2009 Net System Revenue Bond Refunding

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	06/01/2020	345,000	1.080%	1.080%	100.000
	06/01/2021	310,000	1.100%	1.100%	100.000
	06/01/2022	315,000	1.130%	1.130%	100.000
	06/01/2023	315,000	1.150%	1.150%	100.000
	06/01/2024	315,000	1.170%	1.170%	100.000
	06/01/2025	325,000	1.210%	1.210%	100.000
	06/01/2026	330,000	1.240%	1.240%	100.000
	06/01/2027	335,000	1.300%	1.300%	100.000
	06/01/2028	340,000	1.390%	1.390%	100.000
	06/01/2029	340,000	1.460%	1.460%	100.000
		3,270,000			

Dated Date	11/01/2019	
Delivery Date	11/01/2019	
First Coupon	12/01/2019	
Par Amount	3,270,000.00	
Original Issue Discount		
Production	3,270,000.00	100.000000%
Underwriter's Discount	-24,525.00	-0.750000%
Purchase Price	3,245,475.00	99.250000%
Accrued Interest		
Net Proceeds	3,245,475.00	

SUMMARY OF REFUNDING RESULTS

City of Alamogordo
Series 2009 Net System Revenue Bond Refunding

Dated Date	11/01/2019
Delivery Date	11/01/2019
Arbitrage yield	1.289575%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	3,270,000.00
True Interest Cost	1.443271%
Net Interest Cost	1.437348%
Average Coupon	1.291214%
Average Life	5.132
Par amount of refunded bonds	3,220,000.00
Average coupon of refunded bonds	4.257553%
Average life of refunded bonds	5.420
PV of prior debt to 11/01/2019 @ 1.289575%	3,769,579.54
Net PV Savings	414,114.44
Percentage savings of refunded bonds	12.860697%
Percentage savings of refunding bonds	12.664050%

SUMMARY OF BONDS REFUNDED

City of Alamogordo
Series 2009 Net System Revenue Bond Refunding

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2009A Bond, PPRF2283:					
BOND	06/01/2020	4.000%	265,000.00	11/01/2019	100.000
	06/01/2021	4.000%	280,000.00	11/01/2019	100.000
	06/01/2022	4.000%	290,000.00	11/01/2019	100.000
	06/01/2023	4.000%	300,000.00	11/01/2019	100.000
	06/01/2024	4.000%	310,000.00	11/01/2019	100.000
	06/01/2025	4.125%	325,000.00	11/01/2019	100.000
	06/01/2026	4.250%	340,000.00	11/01/2019	100.000
	06/01/2027	4.250%	355,000.00	11/01/2019	100.000
	06/01/2028	4.375%	370,000.00	11/01/2019	100.000
	06/01/2029	4.500%	385,000.00	11/01/2019	100.000
			3,220,000.00		

SAVINGS

City of Alamogordo
Series 2009 Net System Revenue Bond Refunding

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 11/01/2019 @ 1.2895748%
12/01/2019	67,128.13	3,339.42	63,788.71		63,720.42
06/01/2020	332,128.13	365,036.50	-32,908.37	30,880.34	-32,662.53
12/01/2020	61,828.13	18,173.50	43,654.63		43,050.93
06/01/2021	341,828.13	328,173.50	13,654.63	57,309.26	13,379.53
12/01/2021	56,228.13	16,468.50	39,759.63		38,709.00
06/01/2022	346,228.13	331,468.50	14,759.63	54,519.26	14,277.55
12/01/2022	50,428.13	14,688.75	35,739.38		34,350.58
06/01/2023	350,428.13	329,688.75	20,739.38	56,478.76	19,805.76
12/01/2023	44,428.13	12,877.50	31,550.63		29,937.29
06/01/2024	354,428.13	327,877.50	26,550.63	58,101.26	25,031.57
12/01/2024	38,228.13	11,034.75	27,193.38		25,473.29
06/01/2025	363,228.13	336,034.75	27,193.38	54,386.76	25,310.10
12/01/2025	31,525.00	9,068.50	22,456.50		20,767.37
06/01/2026	371,525.00	339,068.50	32,456.50	54,913.00	29,822.89
12/01/2026	24,300.00	7,022.50	17,277.50		15,773.85
06/01/2027	379,300.00	342,022.50	37,277.50	54,555.00	33,815.22
12/01/2027	16,756.25	4,845.00	11,911.25		10,735.73
06/01/2028	386,756.25	344,845.00	41,911.25	53,822.50	37,533.02
12/01/2028	8,662.50	2,482.00	6,180.50		5,499.40
06/01/2029	393,662.50	342,482.00	51,180.50	57,361.00	45,248.57
	4,019,025.06	3,486,697.92	532,327.14	532,327.14	499,579.54

Savings Summary

PV of savings from cash flow	499,579.54
Less: Prior funds on hand	-413,150.16
Plus: Refunding funds on hand	327,685.06
Net PV Savings	414,114.44

BOND DEBT SERVICE

City of Alamogordo
Series 2009 Net System Revenue Bond Refunding

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2019			3,339.42	3,339.42	
06/01/2020	345,000	1.080%	20,036.50	365,036.50	368,375.92
12/01/2020			18,173.50	18,173.50	
06/01/2021	310,000	1.100%	18,173.50	328,173.50	346,347.00
12/01/2021			16,468.50	16,468.50	
06/01/2022	315,000	1.130%	16,468.50	331,468.50	347,937.00
12/01/2022			14,688.75	14,688.75	
06/01/2023	315,000	1.150%	14,688.75	329,688.75	344,377.50
12/01/2023			12,877.50	12,877.50	
06/01/2024	315,000	1.170%	12,877.50	327,877.50	340,755.00
12/01/2024			11,034.75	11,034.75	
06/01/2025	325,000	1.210%	11,034.75	336,034.75	347,069.50
12/01/2025			9,068.50	9,068.50	
06/01/2026	330,000	1.240%	9,068.50	339,068.50	348,137.00
12/01/2026			7,022.50	7,022.50	
06/01/2027	335,000	1.300%	7,022.50	342,022.50	349,045.00
12/01/2027			4,845.00	4,845.00	
06/01/2028	340,000	1.390%	4,845.00	344,845.00	349,690.00
12/01/2028			2,482.00	2,482.00	
06/01/2029	340,000	1.460%	2,482.00	342,482.00	344,964.00
	3,270,000		216,697.92	3,486,697.92	3,486,697.92

PRIOR BOND DEBT SERVICE

City of Alamogordo
Series 2009 Net System Revenue Bond Refunding

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2019			67,128.13	67,128.13	
06/01/2020	265,000	4.000%	67,128.13	332,128.13	399,256.26
12/01/2020			61,828.13	61,828.13	
06/01/2021	280,000	4.000%	61,828.13	341,828.13	403,656.26
12/01/2021			56,228.13	56,228.13	
06/01/2022	290,000	4.000%	56,228.13	346,228.13	402,456.26
12/01/2022			50,428.13	50,428.13	
06/01/2023	300,000	4.000%	50,428.13	350,428.13	400,856.26
12/01/2023			44,428.13	44,428.13	
06/01/2024	310,000	4.000%	44,428.13	354,428.13	398,856.26
12/01/2024			38,228.13	38,228.13	
06/01/2025	325,000	4.125%	38,228.13	363,228.13	401,456.26
12/01/2025			31,525.00	31,525.00	
06/01/2026	340,000	4.250%	31,525.00	371,525.00	403,050.00
12/01/2026			24,300.00	24,300.00	
06/01/2027	355,000	4.250%	24,300.00	379,300.00	403,600.00
12/01/2027			16,756.25	16,756.25	
06/01/2028	370,000	4.375%	16,756.25	386,756.25	403,512.50
12/01/2028			8,662.50	8,662.50	
06/01/2029	385,000	4.500%	8,662.50	393,662.50	402,325.00
	3,220,000		799,025.06	4,019,025.06	4,019,025.06

BOND SOLUTION

City of Alamogordo
Series 2009 Net System Revenue Bond Refunding

Period Ending	Proposed Principal	Proposed Debt Service	Existing Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
06/01/2020	345,000	368,376	832,884	1,201,260	3,926,158	2,724,898	326.83662%
06/01/2021	310,000	346,347	834,352	1,180,699	3,926,158	2,745,459	332.52819%
06/01/2022	315,000	347,937	830,483	1,178,420	3,926,158	2,747,738	333.17135%
06/01/2023	315,000	344,378	1,172,253	1,516,631	3,926,158	2,409,527	258.87372%
06/01/2024	315,000	340,755	1,171,625	1,512,380	3,926,158	2,413,778	259.60132%
06/01/2025	325,000	347,070	1,175,713	1,522,783	3,926,158	2,403,375	257.82784%
06/01/2026	330,000	348,137	855,447	1,203,584	3,926,158	2,722,574	326.20556%
06/01/2027	335,000	349,045	855,446	1,204,491	3,926,158	2,721,667	325.95981%
06/01/2028	340,000	349,690	855,447	1,205,137	3,926,158	2,721,021	325.78523%
06/01/2029	340,000	344,964	855,448	1,200,412	3,926,158	2,725,746	327.06760%
	3,270,000	3,486,698	9,439,099	12,925,797	39,261,580	26,335,783	

ESCROW REQUIREMENTS

City of Alamogordo
Series 2009 Net System Revenue Bond Refunding

Period Ending	Interest	Principal Redeemed	Total
11/01/2019	55,940.10	3,220,000.00	3,275,940.10
	55,940.10	3,220,000.00	3,275,940.10

STATE OF NEW MEXICO)
COUNTY OF OTERO) ss.
CITY OF ALAMOGORDO)

The City Commission (the “Governing Body”) of the City of Alamogordo, New Mexico, met in regular session in full conformity with the law and the rules and regulations of the Governing Body at Alamogordo Municipal Offices, 1376 East Ninth Street, Alamogordo, New Mexico, being the regular meeting place of the Governing Body, on the 8th day of October, 2019, at the hour of 6:30 p.m. Upon roll call, the following members were found to be present:

Present: _____

Absent: _____

Also Present: _____

Thereupon, there was officially filed with the Clerk a copy of a proposed ordinance in final form.

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. 1600

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$3,270,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING, PAYING AND DISCHARGING THE CITY’S OUTSTANDING 2009 LOAN AGREEMENT WITH THE NEW MEXICO FINANCE AUTHORITY, FUNDING THE LOAN AGREEMENT RESERVE ACCOUNT AND PAYING A LOAN PROCESSING FEE AND EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE GOVERNMENTAL UNIT’S JOINT WATER AND SEWER UTILITY SYSTEM; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governmental Unit now owns, operates and maintains a joint public utility constituting a joint water and sanitary sewer system; and

WHEREAS, the Governing Body has determined and hereby determines that the Refunding Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interests of the Governmental Unit and its residents that the Loan Agreement be executed and delivered and that the financing of the Refunding Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Net Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in the Term Sheet, the Net Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Net Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, other than the Net Revenues, no revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan Agreement, which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the improvements originally financed with the proceeds of the Governmental Unit's Loan Agreement dated June 18, 2009, were and are to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Net Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Refunding Project, and (iii) the authorization, execution and delivery of the Loan Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE GOVERNMENTAL UNIT:

Section 1. Definitions. As used in this Ordinance, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"2009 Bond Ordinance" means City Ordinance No. 1356 adopted on May 12, 2009.

"2009 Loan Agreement" means the loan agreement by and between the Governmental Unit and the New Mexico Finance Authority dated June 18, 2009.

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of any of the Net Revenues for any one Fiscal Year.

“Authorized Officers” means the Mayor, Manager, Finance Director, and Clerk of the Governmental Unit.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Expense Fund” means the expense fund created pursuant to the Indenture to be held and administered by the Trustee to pay Expenses.

“Expenses” means the cost of execution of the Loan Agreement and costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the City Commission of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Alamogordo, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Income Fund” means the “City of Alamogordo, New Mexico Joint Water and Sewer System Gross Income Fund” previously created by the Governmental Unit and to be continued and maintained by the Governmental Unit to which all Net Revenues are credited.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Joint Water and Sewer System,” “Joint System,” “System,” or “Utility” means the municipally owned public utility designated as the Governmental Unit's water system and sanitary sewer system (continued as a joint system) consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Governmental Unit through purchase, construction or otherwise, and used in connection with said water system and sanitary sewer system of the Governmental Unit and in any way appertaining thereto, whether situated within or without the limits of the Governmental Unit.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Refunding Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority.

“Loan Agreement Payment” means, collectively, the Principal Component and the Interest Component to be paid by the Governmental Unit as payment of the Loan Agreement as shown on Exhibit “B” thereto.

“Loan Agreement Payment Date” means each date a payment is due on the Loan Agreement as shown on Exhibit “B” thereto.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

“Loan Agreement Reserve Account” means the loan agreement reserve account established in the name of the Governmental Unit funded from the proceeds of the Loan Agreement and administered by the Trustee pursuant to the Indenture

“Loan Agreement Reserve Requirement” means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account Deposit on the Term Sheet, which amount shall not to exceed the least of (i) ten percent (10%) of the Loan Agreement Principal Amount, (ii) 125% of the average annual principal and interest requirements under the Loan Agreement, or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

“Net Revenues” means the revenues of the System after deducting Operation and Maintenance Expenses of the System.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Operation and Maintenance Expenses” (or a phrase of similar import) means all reasonable and necessary current expenses of the Governmental Unit, paid or accrued, of operating, maintaining and repairing the System, and shall include, without limiting the generality of the foregoing, legal and overhead expense of the various Governmental Unit departments directly related and reasonably allocable to the administration of the System, insurance premiums, the reasonable charges of depository banks and paying agents, contractual services, professional services required by this ordinance, salaries and administrative expenses, labor, the cost of materials and supplies used for current operation, but shall not include any allowance for depreciation, liabilities incurred by the Governmental Unit as the result of its negligence in the operation of the System, extensions, enlargements or betterments, or any charges for the accumulation of reserves for capital replacements.

“Operation and Maintenance Fund” means the "City of Alamogordo Joint Water and Sewer Operation and Maintenance Fund" which is continued and to be maintained by the Governmental Unit.

“Ordinance” means this Ordinance adopted by the Governing Body on October 8th, 2019 approving the Loan Agreement and pledging the Net Revenues, as amended from time to time.

“Parity Obligations” means the Loan Agreement and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Net Revenues and issued with a lien on the Net Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet, if any.

“Processing Fee” means the processing fee to be paid by the Governmental Unit on the Closing Date to the Finance Authority for the costs of originating and servicing the Loan, as shown on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established under the Indenture and held by the Trustee for deposit of the net proceeds of

the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Refunding Project.

“Refunding Project” means the refunding, refinancing and prepayment of the City’s outstanding 2009 Loan Agreement, on the date of execution and delivery of the Loan Agreement.

“Revenues” or “gross revenues” from the System means all income and revenues derived by the Governmental Unit from the operation of the System, or any part thereof, whether resulting from extensions, enlargements or betterments to the System, or otherwise, and includes all revenues received by the Governmental Unit or any municipal corporation succeeding to the rights of the Governmental Unit from the System and from the sale and use of water, water service and facilities, sanitary sewer service and facilities, or any combination thereof to the inhabitants of the Governmental Unit (including all territorial annexations which may be made while the Loan Agreement is outstanding), or from the sale and use of water, water service and facilities, sanitary sewer service and sewer facilities, and facilities or any combination thereof, by means of the System owned and operated by the Governmental Unit as the same may at any time exist to serve customers outside the Governmental Unit limits as well as customers within the Governmental Unit limits, and also means income derived from the investment of any money in any of the funds established herein or contained herein (but excluding such income from investments in the Rebate Fund) even though such investment income is to be credited to the particular fund from which such investment is made.

“State” means the State of New Mexico.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means BOKF, NA, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the completion of the Refunding Project and the execution and delivery of the Loan Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Refunding Project and the Loan Agreement. The Refunding Project and the method of financing the Refunding Project through the pledge of the Net Revenues and the execution and delivery of the Loan Agreement are hereby authorized and ordered. The Refunding Project is for the benefit of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Refunding Project is needed to meet the needs of the Governmental Unit and its residents and the issuance, execution and delivery of the Loan Agreement is necessary or advisable.

B. Moneys available and on hand for the Refunding Project from all sources other than the Loan are not sufficient to defray the cost of the Refunding Project.

C. The Net Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Refunding Project by the execution and delivery of the Loan Agreement.

E. The Refunding Project and the execution and delivery of the Loan Agreement pursuant to the Act to provide funds for the financing of the Refunding Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will complete the Refunding Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Net Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. The Governmental Unit is current in the accumulation of all amounts which are required to have been accumulated in both the debt service funds and reserve funds for any outstanding Parity Obligations.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Refunding Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, pledge the Net Revenues and execute and deliver the Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay the principal amount of \$3,270,000, and the pledge of the Net Revenues and the execution and delivery of the Loan Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the completion of the Refunding Project, (ii)

fund the Loan Agreement Reserve Account, and (iii) pay the Processing Fee and Expenses.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of \$3,270,000, shall be payable in installments of principal due on June 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on June 1 and December 1 of each year, commencing on December 1, 2019, at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Net Revenues as set forth in the Loan Agreement and shall be payable solely from the Net Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Net Revenues as provided in this Ordinance and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Net Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of the Refunding Project.

A. Program Account, Finance Authority Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation

of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account and Loan Agreement Reserve Account to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) of the deposit of the portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account, (ii) the deposit of funds in the amount of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account as set forth in the Term Sheet; (iii) payment of the Processing Fee directly to the Finance Authority, from the proceeds of the Loan Agreement or from other legally available funds of the Governmental Unit, and (iv) for payment of the Expenses.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account, the Finance Authority Debt Service Account and the Loan Agreement Reserve Account, and the Processing Fee shall be paid to the Finance Authority, as provided in the Loan Agreement and the Indenture.

The money in the Program Account shall be used and paid out solely for the purpose of completing the Refunding Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will complete the Refunding Project with all due diligence.

B. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Net Revenues, Distributions of the Net Revenues and Flow of Funds.

A. Deposit of Net Revenues. Net Revenues shall be paid to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest and other amounts due under the Loan Agreement, including sufficient Net Revenues in the Loan Agreement Reserve Account to maintain the Loan Agreement Reserve Requirement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account and the Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof

in such account shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of Parity Obligations and bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Net Revenues. Pursuant to the Loan Agreement, the Net Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable lien and a first lien, but not necessarily an exclusive first lien, on the Net Revenues with the lien thereon of the Parity Obligations as set forth herein and therein. The Governmental Unit shall not create a lien on the Net Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this Ordinance set out in Section 18 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. This Ordinance may be amended by ordinance of the Governing Body without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the

invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Redemption of the 2009 Loan Agreement. The Governmental Unit hereby elects to optionally redeem the outstanding 2009 Loan Agreement, issued pursuant to the 2009 Bond Ordinance, contemporaneously with the execution and delivery of the Loan Agreement.

Section 17. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 18 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 18. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

City of Alamogordo, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 1600 duly adopted and approved by the Governing Body of the City of Alamogordo, New Mexico, on October 8th, 2019. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 1376 East Ninth Street, Alamogordo, New Mexico.

The title of the Ordinance is:

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. 1600

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$3,270,000, TOGETHER WITH

INTEREST THEREON, FOR THE PURPOSE OF DEFRAIVING THE COST OF REFUNDING, PAYING AND DISCHARGING THE CITY'S OUTSTANDING 2009 LOAN AGREEMENT WITH THE NEW MEXICO FINANCE AUTHORITY, FUNDING THE LOAN AGREEMENT RESERVE ACCOUNT AND PAYING A LOAN PROCESSING FEE AND EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE GOVERNMENTAL UNIT'S JOINT WATER AND SEWER UTILITY SYSTEM; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

(Signature Page Follows)

PASSED, APPROVED AND ADOPTED THIS 8th DAY OF OCTOBER, 2019.

CITY OF ALAMOGORDO, NEW MEXICO

By _____
Mayor

[SEAL]

ATTEST:

By _____
Clerk

Commissioner _____ then moved adoption of the foregoing Ordinance,
duly seconded by Commissioner _____.

The motion to adopt said Ordinance, upon being put to a vote, was passed and
adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ () members of the Governing Body having voted in favor of said
motion, the Mayor declared said motion carried and said Ordinance adopted, whereupon
the Mayor and the Clerk signed the Ordinance upon the records of the minutes of the
Governing Body.

After consideration of matters not relating to the Ordinance, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

CITY OF ALAMOGORDO, NEW MEXICO

By _____
Mayor

[SEAL]

ATTEST:

By _____
Clerk

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/14/2019

Report No: 11.

Submitted By: Edward Balderrama

Subject: Consider, and act upon, the award of Public Works Bid No. 2019-002 to Mesa Verde Enterprises, Inc., related to Street Maintenance Program FY2018 (EN1803) in an amount not to exceed \$991,003.17, including NMGRT. (*Edward Balderrama, Project Manager*)

Fiscal Impact:

Amount Budgeted: \$1,649,997.00

Fund: 081-9303-465.67-70 \$450,000 & 109-9003-430.65-02 \$1,200,000

Additional Fiscal Impact:

Recommendation: Approve the award of the Base Bid and Additive Alternative No. 1.

Background: The work will consist of installing new 6-inch and 8-inch water line, valves, water connections, new water services and fire hydrants, the removal and replacement of concrete sidewalk, driveway aprons and curb/gutter, the construction of new accessible (ADA) curb ramps, earthwork, asphalt milling, asphalt paving, asphalt paving patch work, pavement marking, traffic control and appurtenances, complete, in place, all within the city limits of Alamogordo, New Mexico.

The Project scope of work (base bid) shall affect Washington Avenue from 10th Street to Indian Wells Road and Catalina Lane from Florida Avenue to Hawaii Avenue.

Additive Alternative No. 1 is the construction of curb/gutter, concrete rundowns and sidewalk trench grates on the west side of Washington Avenue from 14th Street to the drainage channel south of Dewey Lane.

Additive Alternative No. 2 is the construction of accessible (ADA) curb ramps, asphalt milling and asphalt paving on Ridgecrest Drive (south leg) from Scenic drive to 10th Street.

The city received Two (2) bids on October 10, 2019, please see attached Bid Tab.

Street Maintenance Program FY2018 Public Works Bid No. 2019-002, EN1803 Base Bid and Additives Alternatives Tabulation	Contractor License No. 2967	Contractor License No. 392033
	GB98, GA98, GF98, MM98	GB98, GA98, GF98
	Mesa Verde Enterprises, Inc.	J29 Enterprises, LLC
Base Bid (Washington Avenue and Catalina Lane)	\$ 844,595.69	\$ 1,034,295.73
Additive Alternative No. 1 (Washington Avenue Curb/Gutter & Rundowns)	\$ 72,999.84	\$ 88,943.60
Additive Alternative No. 2 (Ridgecrest Drive Paving Improvements)	\$ 79,052.08	\$ 107,517.10
Base Bid + Add. Alt. No. 1 + Add. Alt. No. 2 SUBTOTAL	\$ 996,647.61	\$ 1,230,756.43
NMGRT (8.00%)	\$ 79,731.81	\$ 98,460.51
Base Bid + Add. Alt. No. 1 + Add. Alt. No. 2 SUBTOTAL	\$ 1,076,379.42	\$ 1,329,216.94

	Mesa Verde Enterprises, Inc.	
	FUND 81	FUND 109
Base Bid (Washington Avenue and Catalina Lane)	\$ 263,276.85	\$ 581,318.84
Additive Alternative No. 1 (Washington Avenue Curb/Gutter & Rundowns)	\$ -	\$ 72,999.84
Base Bid + Add. Alt. No. 1 SUBTOTAL	\$ 263,276.85	\$ 654,318.68
NMGRT (8.00%)	\$ 21,062.15	\$ 52,345.49
Base Bid + Add. Alt. No. 1 SUBTOTAL	\$ 284,339.00	\$ 706,664.17

	FUND 81	FUND 109
Project Fund Balance (EN1803)	\$ 450,000.00	\$ 1,200,000.00
Base Bid + Add. Alt. No. 1 SUBTOTAL	\$ 284,339.00	\$ 706,664.17
ACCOUNT BALANCE	\$ 165,661.00	\$ 493,335.83

Street Maintenance Program FY2018							Contractor License No. 2967		Contractor License No. 392033	
Public Works Bid No. 2019-002, EN1803							GB98, GA98, GF98, MM98		GB98, GA98, GF98	
	ITEM NO.				Engineer's Opinion of Probable Construction Cost		Mesa Verde Enterprises, Inc.		J29 Enterprises, LLC	
		QTY	UNIT	DESCRIPTION	UNIT PRICE	BID AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
GA-1, GA-3 or GA-98	201000	1	L.S.	CLEARING AND GRUBBING	\$ 2,500.00	\$ 2,500.00	\$ 1,302.48	\$ 1,302.48	\$ 6,250.00	\$ 6,250.00
GA-1, GA-3 or GA-98	203000	100	C.Y.	UNCLASSIFIED EXCAVATION	\$ 20.00	\$ 2,000.00	\$ 29.83	\$ 2,983.00	\$ 34.33	\$ 3,433.00
GA-1, GA-3 or GA-98	207000	410	S.Y.	8" SUBGRADE PREPARATION	\$ 10.00	\$ 4,100.00	\$ 3.06	\$ 1,254.60	\$ 7.65	\$ 3,136.50
GA-1, GA-3 or GA-98	303180	410	S.Y.	8" BASE COURSE	\$ 25.00	\$ 10,250.00	\$ 15.43	\$ 6,326.30	\$ 23.15	\$ 9,491.50
GA-1, GA-3 or GA-98	414120	22,740	S.Y.	2" THICK HMA COLD MILLING	\$ 2.40	\$ 54,576.00	\$ 1.83	\$ 41,614.20	\$ 1.49	\$ 33,882.60
GA-1, GA-3 or GA-98	423269	16	S.Y.	HMA SP-IV 1 1/2-INCHES THICK	\$ 20.00	\$ 320.00	\$ 212.28	\$ 3,396.48	\$ 108.75	\$ 1,740.00
GA-1, GA-3 or GA-98	423270	22,740	S.Y.	HMA SP-IV 2-INCHES THICK	\$ 18.00	\$ 409,320.00	\$ 11.58	\$ 263,329.20	\$ 16.79	\$ 381,804.60
GA-1, GA-3 or GA-98	423270	410	S.Y.	HMA SP-IV 3-INCHES THICK	\$ 50.00	\$ 20,500.00	\$ 42.08	\$ 17,252.80	\$ 118.09	\$ 48,416.90
N/A	607079	72	L.F.	PEDESTRIAN/BICYCLE RAILING	\$ 75.00	\$ 5,400.00	\$ 159.31	\$ 11,470.32	\$ 123.29	\$ 8,876.88
GA-1, GA-3 or GA-98	608000	240	S.F.	TACTILE WARNING SURFACE	\$ 40.00	\$ 9,600.00	\$ 40.30	\$ 9,672.00	\$ 44.88	\$ 10,771.20
GA-1, GA-3 or GA-98	608104	440	S.Y.	4-INCH THICK CONCRETE	\$ 70.00	\$ 30,800.00	\$ 60.75	\$ 26,730.00	\$ 54.79	\$ 24,107.60
GA-1, GA-3 or GA-98	608106	460	S.Y.	6-INCH THICK CONCRETE WITH REINFORCEMENT	\$ 100.00	\$ 46,000.00	\$ 67.06	\$ 30,847.60	\$ 89.26	\$ 41,059.60
GA-1, GA-3 or GA-98	609424	1,470	L.F.	TYPE II CURB/GUTTER	\$ 35.00	\$ 51,450.00	\$ 32.80	\$ 48,216.00	\$ 29.88	\$ 43,923.60
N/A	618000	1	L.S.	FURNISH & PROVIDE MUTCD PLAN	\$ 22,000.00	\$ 22,000.00	\$ 14,798.60	\$ 14,798.60	\$ 41,436.00	\$ 41,436.00
N/A	621000	1	L.S.	MOBILIZATION	\$ 97,000.00	\$ 97,000.00	\$ 77,739.91	\$ 77,739.91	\$ 11,326.00	\$ 11,326.00
GF-9 or GF-98	662400	8	EA	ADJUST EXISTING MANHOLE TO FINAL GRADE	\$ 1,000.00	\$ 8,000.00	\$ 1,286.39	\$ 10,291.12	\$ 1,026.00	\$ 8,208.00
GF-9 or GF-98	663100	1	EA	NEW FIRE HYDRANT	\$ 7,500.00	\$ 7,500.00	\$ 5,744.73	\$ 5,744.73	\$ 5,319.90	\$ 5,319.90
GF-9 or GF-98	663101	1	EA	REMOVE & DISPOSE FIRE HYDRANT	\$ 1,000.00	\$ 1,000.00	\$ 848.40	\$ 848.40	\$ 929.00	\$ 929.00
GF-9 or GF-98	663711	32	EA	3/4-INCH SERVICE LINE REPLACEMENT	\$ 2,000.00	\$ 64,000.00	\$ 1,746.51	\$ 55,888.32	\$ 3,491.90	\$ 111,740.80
GF-9 or GF-98	663712	1	EA	2-INCH SERVICE LINE REPLACEMENT	\$ 4,000.00	\$ 4,000.00	\$ 4,174.13	\$ 4,174.13	\$ 5,432.00	\$ 5,432.00
GF-9 or GF-98	663726	440	L.F.	6-INCH PVC WATERLINE	\$ 60.00	\$ 26,400.00	\$ 66.81	\$ 29,396.40	\$ 111.12	\$ 48,892.80
GF-9 or GF-98	663728	240	L.F.	8-INCH PVC WATERLINE	\$ 70.00	\$ 16,800.00	\$ 76.36	\$ 18,326.40	\$ 124.95	\$ 29,988.00
GF-9 or GF-98	663770	16	EA	CUT & CAP WATERLINE	\$ 1,000.00	\$ 16,000.00	\$ 1,272.60	\$ 20,361.60	\$ 498.30	\$ 7,972.80
GF-9 or GF-98	663772	21	EA	DRY LATERAL WATERLINE CONNECTION	\$ 1,000.00	\$ 21,000.00	\$ 1,272.60	\$ 26,724.60	\$ 2,067.75	\$ 43,422.75
GF-9 or GF-98	663855	39	EA	ADJUST EXISTING VALVE BOX TO GRADE	\$ 500.00	\$ 19,500.00	\$ 530.25	\$ 20,679.75	\$ 364.00	\$ 14,196.00
GF-9 or GF-98	663856	13	EA	REMOVE & DISPOSE EXISTING VALVE BOX	\$ 750.00	\$ 9,750.00	\$ 318.15	\$ 4,135.95	\$ 464.00	\$ 6,032.00
GF-9 or GF-98	663887	2	EA	WET LATERAL WATERLINE CONNECTION	\$ 4,000.00	\$ 8,000.00	\$ 1,802.85	\$ 3,605.70	\$ 3,427.00	\$ 6,854.00
GF-9 or GF-98	663896	9	EA	6-INCH MAINLINE GATE VALVE	\$ 1,500.00	\$ 13,500.00	\$ 1,802.85	\$ 16,225.65	\$ 989.00	\$ 8,901.00
GF-9 or GF-98	663898	18	EA	8-INCH MAINLINE GATE VALVE	\$ 2,000.00	\$ 36,000.00	\$ 2,227.05	\$ 40,086.90	\$ 1,656.00	\$ 29,808.00
GF-9 or GF-98	663900	80	L.F.	CONCRETE ENCASEMENT	\$ 100.00	\$ 8,000.00	\$ 84.84	\$ 6,787.20	\$ 44.20	\$ 3,536.00
GA-4 or GA-98	704224	240	L.F.	RETROREFLECTORIZED PLASTIC PAVEMENT STRIPE 24-INCHES WIDE	\$ 25.00	\$ 6,000.00	\$ 28.10	\$ 6,744.00	\$ 24.76	\$ 5,942.40
GA-4 or GA-98	704700	10,000	L.F.	HOT THERMOPLASTIC PAVEMENT STRIPE 4-INCHES WIDE	\$ 2.00	\$ 20,000.00	\$ 0.64	\$ 6,400.00	\$ 0.97	\$ 9,700.00
GA-4 or GA-98	704715	2	EA	HOT THERMOPLASTIC PAVEMENT MARKING COMBINATION (THRU & RIGHT) ARROW	\$ 400.00	\$ 800.00	\$ 604.49	\$ 1,208.98	\$ 835.65	\$ 1,671.30
GA-4 or GA-98	704330	2	EA	RETROREFLECTORIZED PLASTIC LEFT ARROW	\$ 350.00	\$ 700.00	\$ 371.18	\$ 742.36	\$ 464.00	\$ 928.00
GA-4 or GA-98	704440	1	EA	RETROREFLECTORIZED PLASTIC WORD (ONLY)	\$ 350.00	\$ 350.00	\$ 365.87	\$ 365.87	\$ 680.00	\$ 680.00
N/A	801000	1	L.S.	CONSTRUCTION STAKING & SURVEYING	\$ 17,000.00	\$ 17,000.00	\$ 8,924.14	\$ 8,924.14	\$ 14,485.00	\$ 14,485.00
BASE BID (Washington Avenue and Catalina Lane) SUB-TOTAL					\$1,070,116.00		\$ 844,595.69		\$1,034,295.73	
NMGR (8.00%)					\$ 85,609.28		\$ 67,567.66		\$ 82,743.66	
BASE BID (Washington Avenue and Catalina Lane) SUB-TOTAL					\$1,155,725.28		\$ 912,163.35		\$1,117,039.39	

ADDITIVE ALTERNATIVE No. 1 (Washington Avenue Curb/Gutter & Rundowns)										
GA-1, GA-3 or GA-98	605300	4	EA	CONCRETE RUNDOWN STRUCTURE; COMPL	\$ 3,500.00	\$ 14,000.00	\$ 3,663.12	\$ 14,652.48	\$ 7,195.00	\$ 28,780.00
GA-1, GA-3 or GA-98	609424	2,460	L.F.	TYPE II CURB/GUTTER; CIP	\$ 35.00	\$ 86,100.00	\$ 23.07	\$ 56,752.20	\$ 22.91	\$ 56,358.60
GA-1, GA-3 or GA-98	609425	1	EA	SIDEWALK TRENCH GRATE; CIP	\$ 1,000.00	\$ 1,000.00	\$ 1,595.16	\$ 1,595.16	\$ 3,805.00	\$ 3,805.00
ADDITIVE ALTERNATIVE No. 1 (Washington Avenue Curb/Gutter & Rundowns) SUB-TOTAL					\$ 101,100.00		\$ 72,999.84		\$ 88,943.60	
NMGR (8.00%)					\$ 8,088.00		\$ 5,839.99		\$ 7,115.49	
ADDITIVE ALTERNATIVE No. 1 (Washington Avenue Curb/Gutter & Rundowns) SUB-TOTAL					\$ 109,188.00		\$ 78,839.83		\$ 96,059.09	

ADDITIVE ALTERNATIVE No. 2 (Ridgecrest Drive Paving Improvements)										
GA-1, GA-3 or GA-98	414120	5,370	S.Y.	2" THICK HMA COLD MILLING; CIP	\$ 2.40	\$ 12,888.00	\$ 1.81	\$ 9,719.70	\$ 2.14	\$ 11,491.80
GA-1, GA-3 or GA-98	423270	5,370	S.Y.	HMA SP-IV 2-INCHES THICK; CIP	\$ 18.00	\$ 96,660.00	\$ 11.52	\$ 61,862.40	\$ 16.79	\$ 90,162.30
GF-9 or GF-98	662400	5	EA	ADJUST EXISTING MANHOLE TO FINAL GRADE; CIP	\$ 1,000.00	\$ 5,000.00	\$ 1,281.90	\$ 6,409.50	\$ 1,027.00	\$ 5,135.00
GF-9 or GF-98	663855	2	EA	ADJUST EXISTING VALVE BOX TO GRADE; CIP	\$ 500.00	\$ 1,000.00	\$ 530.24	\$ 1,060.48	\$ 364.00	\$ 728.00
ADDITIVE ALTERNATIVE No. 2 (Ridgecrest Drive Paving Improvements) SUB-TOTAL					\$ 115,548.00		\$ 79,052.08		\$ 107,517.10	
NMGR (8.00%)					\$ 9,243.84		\$ 6,324.17		\$ 8,601.37	
ADDITIVE ALTERNATIVE No. 2 (Ridgecrest Drive Paving Improvements) SUB-TOTAL					\$ 124,791.84		\$ 85,376.25		\$ 116,118.47	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/14/2019

Report No: 12.

Submitted By: Stella Rael, Petria Bengoechea

Subject: Consider, and act upon, first publication of Ordinance 1602 Amending Chapter 29, Section 04-110 of the Alamogordo Code of Ordinances regarding Specific Requirements on Certain Streets. (*Stella Rael, City Planner and Petria Bengoechea, City Attorney*) **(Roll call vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve for first publication.

Background: Commissioner Hernandez requested that the City Planning department bring forth an ordinance to regulate the outside of buildings on major streets within the City of Alamogordo in order to encourage an enduring aesthetic in Alamogordo in order to help fight blight.

The attached ordinance requires buildings erected on major roads to meet certain specifications. The roads include:

- Indian Wells
- N Scenic
- S Scenic
- First Street
- N White Sands
- S White Sands
- Tenth Street
- Florida

The ordinance sets forth requirements on metal buildings that each must have either brick or stone wainscot of at least 35% of of sidewall height at the front of the building and on any side of the building that is adjacent or abuts an arterial or collector street, OR a full stucco facade on the front and any side of the building that is adjacent or abuts an arterial or collector street.

**ORDINANCE 1602 AMENDING CHAPTER 29, SECTION 04-100 OF THE
ALAMOGORDO CODE OF ORDINANCES REGARDING SPECIFIC
REQUIREMENTS ON CERTAIN STREETS**

WHEREAS, the City of Alamogordo, New Mexico and its commissioners recognize that the aesthetic appeal of Alamogordo needs to be updated and protected;

WHEREAS, the City Commission wishes to strengthen and update its ordinances to protect Alamogordo from future blight and

WHEREAS, the City Commission recognizes many contractors and builders use metal buildings;

BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico that Chapter 29 of the *Code of Ordinances* be amended as follows:

29-04-110: Specific requirements on certain streets.

(a) No building to be used for commercial purposes shall be built on Indian Wells Road, Scenic Drive, First Street, or Florida Avenue within fifty (50) feet of the curb line. The fifty-foot restriction shall be from the front wall of the building and does not include canopies, awnings and other structures of a similar nature.

(b) Effective January 1, 2020 metal buildings erected on Indian Wells Road, North Scenic Drive, South Scenic Drive, First Street, North White Sands Blvd., South White Sands Blvd., Tenth Street or Florida Avenue.

(i) Each building must have either:

(a) A brick or stone wainscot, at least thirty-five percent of sidewall height at the front of the building and on any side of the building that is adjacent or abuts an arterial or collector street; or

(b) A full stucco facade at the front of the building and on any side that is adjacent or abuts an arterial or collector street.

(c) The restrictions set forth in subsection (a), insofar as they relate to Indian Wells Road, Scenic Drive or First Street shall not apply to any block which has buildings on twenty (20) percent of the lots on said block as of October 15, 1968. However, new buildings shall be in line with existing buildings. Insofar as the restrictions set forth in subsection (a) relate to Florida Avenue, they shall not apply to any block which has commercial buildings on twenty (20) percent of the lots on said block as of March 23, 1973. However, new commercial buildings shall be in line with existing commercial buildings.

d) Any commercial building constructed after October 15, 1968, on Indian Wells Road, Scenic Drive or First Street, or any commercial building constructed after March 23, 1973, on Florida Avenue, shall provide off-street parking for automobiles immediately adjacent to each such building in a proportion of not less than three (3) square feet for each square foot of area inside any such business building. Plans showing the off-street parking shall be submitted to the building inspector, together with the application for a building permit. No building permit shall be issued by the building inspector until such plans for off-street parking have been submitted and approved by the building inspector.

(e) The provisions of subsections (a), (b), and (c) shall be applicable to all of the property which is now located within the limits of the city and shall further be applicable to all property which is annexed to the city as of the date of annexation.

(Code 1960, § 11-11-13; Ord. No. 497, 3-13-73; Ord. No. 1234, § 1, 3-22-05)

DONE this ____ day of _____, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

Record of Decision
City of Alamogordo
A New Mexico Municipal Corporation

The City of Alamogordo is considering and gives notice of an ordinance Amending Chapter 29, Section 04-110 of the Alamogordo Code of Ordinances regarding Specific Requirements on Certain Streets.

The Alamogordo City Commission issued the following decision on **October 22, 2019**, by a vote of _____

Approve as recommended for first publication Ordinance # 1602

.....

The Alamogordo City Commission issued the following decision on _____, by a vote of _____

Approve as recommended for final publication Ordinance # 1602 .

Attest:

CITY OF ALAMOGORDO, New Mexico,
A New Mexico Municipal Corporation

Rachel Hughs, City Clerk

Richard Boss, Mayor

Notice of Adoption of Ordinance No. 1602

The City of Alamogordo is considering and gives notice of an ordinance Amending Chapter 29, Section 04-110 of the Alamogordo Code of Ordinances regarding Specific Requirements on Certain Streets.

A copy of the full ordinance may be reviewed in the City Clerk's Office or provided to requester upon payment.

Date:

City of Alamogordo, New Mexico

By: Rachel Hughs, City Clerk

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/14/2019

Report No: 13.

Submitted By: Shelbe Abbott

Subject: Consider, and act upon, Resolution No. 2019-44, adopting the creation of a Census 2020 Complete Count Committee (*Stella Rael, City Planner*). **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: To approve Resolution No. 2019-44.

Background: To consider and act upon Resolution No. 2019-44, adopting the creation of a Census 2020 Complete Count Committee (*Stella Rael, City Planner*).

RESOLUTION NO. 2019-44

A RESOLUTION ADOPTING THE CREATION OF A CENSUS 2020 COMPLETE COUNT COMMITTEE OF THE CITY OF ALAMOGORDO, NEW MEXICO

WHEREAS, the City of Alamogordo has determined that it is in its best interest to engage in creating a Census 2020 Complete Count Committee; and

WHEREAS, Article I, Section 2 of the Constitution of the United States of America requires an “actual enumeration” of the people to be taken every ten years;

WHEREAS, the United States Bureau of the Census will on April 1st, 2020, conduct the twenty-fourth decennial census;

WHEREAS, an accurate count of the people of Otero County is vital for ensuring it has proper representation in the Congress of the United States and the New Mexico Legislature;

WHEREAS, allocation of state and Federal funding for schools, highways, healthcare, and many other programs often considers the demographic data gathered by the Census Bureau;

WHEREAS, many businesses make decisions on where to locate based on this same demographic data;

WHEREAS, the more informed that residents of the City of Alamogordo and Otero County are about the Census, the more likely they will be to respond to it;

WHEREAS, the Bureau of the Census is forbidden by law to release any of the information it gathers to the Internal Revenue Service, Immigration and Customs Enforcement, law enforcement agencies, or anyone else for a period of seventy years after the Census is taken and so no person should be afraid of cooperating with the Census; and

WHEREAS, the City of Alamogordo wishes to cooperate with the efforts of the Bureau of the Census, the Board of County Commissioners of Otero County, and other local governments in obtaining a complete count of the people within the City of Alamogordo and Otero County;

1. There is hereby established a City of Alamogordo 2020 Complete Count Committee.
2. The City Planner shall seek to have a diverse representation of interests on the Committee and shall invite representation from each of the following interest groups on the committee: (1) local government; (2) business; (3) religious groups; (4) education; (5) non-profit community organizations; (6) the Mescalero Apache Tribe; (7) the United States military; and (8) volunteer fire departments.
3. Because Otero County is also working to cooperate with the United States Bureau of the Census, the City Commission has authorized to work with Otero County in forming a joint city-county Complete Count Committee.
4. The Committee shall serve through June 30, 2020.
5. The Committee shall meet at least once a month on dates that the Committee shall agree to.
6. The Committee shall have the use of the City Commission Chambers, subject to availability.
7. The Complete Count Committee shall discuss and formulate strategies and techniques, working with City and County staff and census bureau officials, to enhance and increase the response rate to Census 2020.

8. The Committee will plan and conduct local educational initiatives, which may include preparing materials for public service announcements on radio and social media, preparing and distributing printed materials, and speaking to interested audiences throughout the City of Alamogordo and Otero County.
9. The Committee will work with the New Mexico Department of Finance and Administration and other state agencies in promoting the Census.
10. The Committee will use funding from Federal, state, and other sources to promote the Census.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALAMOGORDO, NEW MEXICO:

A RESOLUTION ADOPTING THE CREATION OF A CENSUS 2020 COMPLETE COUNT COMMITTEE OF THE CITY OF ALAMOGORDO, NEW MEXICO

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2019.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/17/2019

Report No: 14.

Submitted By: Petria Bengoechea

Subject: Consider, and act upon, release of the lien at 2639 Oakmont Dr. (*Petria Bengoechea, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Mr. Quinn Chavez purchased 2639 Oakmont Dr, Alamogordo, NM at a foreclosure sale on April 29, 2019. On June 27, 2019 a lien was filed against the property which originated out of an unpaid water account from 2018. The assessor's website had not yet been updated when the lien was filed. At this time, we are recommending this lien be released due to the timing of the sale and the filing of the lien, as well as the fact that the original account holder is reported to be deceased.

The amount of the lien is \$518.25 which includes the \$200 administrative fee and interest.

Dorothy Murphy

From: Quinn Chavez <Quinn.Chavez@outlook.com>
Sent: Thursday, October 17, 2019 12:59 PM
To: Dorothy Murphy
Subject: 2639 Oakmont Drive - Lien Removal
Attachments: Special Masters Deed recorded 4-29-19 hmh.pdf; Lien-City of Alamogordo.pdf

Hi Dorothy,

Per our conversation, the deed for the property located at 2639 Oakmont Dr. in the city of Alamogordo was recorded on **4/29/19** (see attached recorded deed). The lien for this property was recorded on **6/27/19** (see County Clerk attachment). The lien was for water service billed in 2018. The previous owner Torsten Meinsen is deceased.

I am requesting this lien to be removed as this lien was not in existence prior to the purchase of this home on **4/29/19** and the bill was for water service in 2018 for the previous owner Torsten Meinsen.

I appreciated your prompt resolution to this matter. Please confirm receipt of this email.

Best regards,

Quinn Chavez
575-404-9211

SPECIAL MASTER'S DEED

THIS INDENTURE made April 17, 2019, by and between Jefferson R. Rhodes, as Special Master, duly and regularly appointed by the District Court for the County of Otero, State of New Mexico, in Cause No. D-1215-CV-2018-00758, party of the first part, and Quinn Chavez, as Trustee of Mountain Freedom Trust, whose address is PO Box 2087, Cloudcroft, NM 88317, party of the second part.

WITNESSETH:

WHEREAS, in and by the Judgment rendered and entered by the District Court in and for the County of Otero, State of New Mexico, Cause No. D-1215-CV-2018-00758, on March 14, 2019, it was, among other things, ordered, adjudged and decreed that the mortgaged premises described in the Complaint and Judgment in said cause be sold at public auction; and,

WHEREAS, pursuant to said Judgment, the undersigned at the hour of 10:00 a.m. on April 17, 2019, after due publication of notice had been given as required by law did sell at the west front entrance of the Otero County Courthouse, 1000 New York Avenue, Alamogordo, New Mexico, the premises subject to the Judgment and hereinafter described; and,

WHEREAS, the premises were sold at said sale to the party of the second part for the sum of \$149,903.85, the said party of the second part being the highest bidder and that being the sum bid for said premises;

NOW, THEREFORE, BY THIS INDENTURE WITNESSETH:

That the party of the first part, as Special Master, in order to carry into effect the sale so made by him as aforesaid and in pursuance of law and of said Judgment, does hereby convey by these presents and by these presents does grant, sell and convey unto the party of the second part, its successors and assigns, all of that certain lot, piece and parcel of land situated and lying in the County of Otero, State of New Mexico, and being more particularly described as:

LOT 30, DESERT HILLS, UNIT 11, ALAMOGORDO, OTERO COUNTY, NEW MEXICO,

together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or any wise appertaining thereto, and subject to conveyances, contracts, liens, reservations, restrictions and easements of record.

To have and to hold all the singular of these said premises unto the party of the second part, its successors and assigns, forever as fully as the said Special Master can, may or ought to grant, sell and convey the same.

IN WITNESS WHEREOF the party of the first part as such Special Master has hereunto set his hand and seal the day and year first written above.

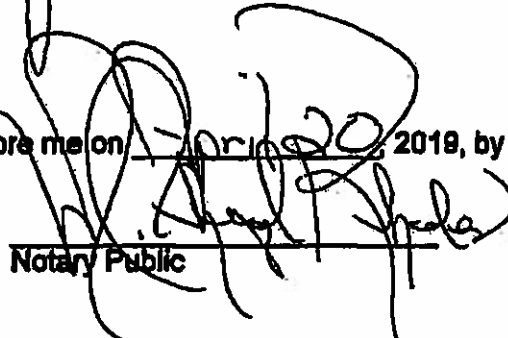

Jefferson R. Rhodes, Special Master

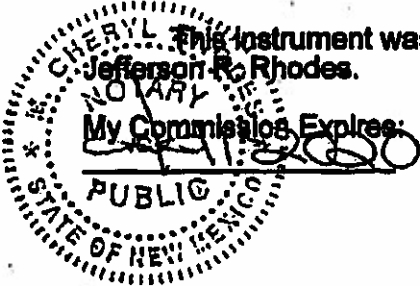
STATE OF NEW MEXICO
COUNTY OF OTERO

} ss.

This instrument was acknowledged before me on April 20, 2019, by
Jefferson R. Rhodes.

My Commission Expires:


Notary Public



REC DATE: 4/29/19 REC TIME: 04:46:49 PM INSTR#: 201903290
OTERO COUNTY, Robyn Holmes COUNTY CLERK PAGES: 2

Torsten Meinsen

**CITY OF ALAMOGORDO
UTILITY LIEN PAYOFF**

Prepared By: DMURPHY
Address: 2639 Oakmont Dr
Lien#: 1913
Acct#: 41017-23424

Date: 10/17/2019
Lien filed: 6/27/2019
Name: Meinsen, Torsten

Interest: 12% 0.000328767 per day

6/27/2019 \$ 518.25 \$21.64 127

\$ 518.25

\$ 518.25	Lien amt
\$ 50.00	filing fees
\$21.64	interest
<u>\$ 589.89</u>	total due

PAYOFF GOOD THROUGH: 10/31/2019

*Quinn
purchased in April*

PLEASE MAKE CHECK PAYABLE TO "CITY OF ALAMOGORDO"

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

10/17/2019

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/22/2019

Report Date: 10/1/2019

Report No: 15.

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 Parks and Recreation Board and the Senior Volunteer Programs Advisory Council.

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

Alamogordo Promotions Board. One (1) lodging industry vacancy. Staff Liaison - Michelle Brideaux.
No applications received.

Cemetery Board. One (1) city or county vacancy. Staff Liaison - Tony Gonzalez.
No applications received.

Mayor's Committee on Aging. One (1) vacancy. This vacancy may be filled by a county resident. Staff Liaison - Britney Courtier.
No applications received.

Parks and Recreation Board. One (1) vacancy. This vacancy is due to the expiring term of Stephen Ensminger.

The following individual is interested in being appointed:

Stephen Ensminger - if reappointed, this will be his second term.

Senior Volunteer Programs Advisory Council. Two (2) city vacancies. Staff Liaison - Neil McFarland.

The following individual is interested in being appointed:

Samuel Davis- if appointed this will be his first term.

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

From: noreply@civicplus.com
Sent: Monday, October 07, 2019 4:20 PM
To: Rachel Hughs; April D. Jones
Subject: Online Form Submittal: Application to serve on a Board/Committee

RECEIVED

OCT 07 2019

CITY CLERK

Application to serve on a Board/Committee

First Name	Samuel
Last Name	Davis
Address	517 Venus Ave
City	Alamogordo
State	New Mexico
Zip Code	88310
Phone Number	9188522716
Email Address	zacharyd_08@hotmail.com
Is the above address within City Limits?	Yes
Present Employer:	United States Air Force
Board/Committee you would like to serve on (1st choice):	Senior Volunteer Programs Advisory Council
Board/Committee you would like to serve on (2nd choice):	<i>Field not completed.</i>
Are you related to anyone who is presently employed by the City of Alamogordo	No
If so, what is their relation to you?	<i>Field not completed.</i>
Are you related to an Elected Official of the City of Alamogordo?	No
Is so, what is their relation to you?	<i>Field not completed.</i>

Experience and education
relating to the
Board/Committee:

I've lived in or around Alamogordo for seven years. I've taken part in a lot of volunteer programs around the area.

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

I've taken part in annual volunteer events and other smaller scale activities like food kitchens. I've wanted to have more of an impact through my volunteer involvement and I believe this is a way I can do that.

Email not displaying correctly? [View it in your browser.](#)

RECEIVED

OCT 07 2019

CITY CLERK

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

Name: Stephen Ensminger
Home Phone: N/A Work Phone: 575 572 4419
Cell Phone: 339 927 2808 Fax No: N/A
E-mail address: Stephen.Ensminger@gmail.com
Physical Address: 3507 Calle Verde Dr Alamogordo NM
Is the above address within City limits? Yes ☒ No ☐
Mailing Address: _____
Present Employer: US Air Force Job Title: Senior Manager

Board/Committee you wish to serve on:

First choice: Parks and Recreation
Second choice: N/A

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:

Current Chair of Park and Rec Board

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

As a member of the Community, this is an opportunity to give back and make Alamogordo the best it can be!

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4100
FAX: (575)439-4396