



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

March 10, 2020 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

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

Brian Cesar City Manager
Petria Bengoechea City Attorney
Rachel Hughes City Clerk

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. New Mexico Childhood Well-being program presentation. *(Lisa Patch, Alamogordo Public Schools)*

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

2. Approve the minutes for the February 25, 2020 Regular meeting. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, final publication of Ordinance 1611, repealing certain sections of Article 27 Vehicle for Hire and amending section 17-01A-050 regarding license fees for certain businesses. *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**
4. Consider, and act upon, final publication of Ordinance 1612, amending Chapter 2, Section 15 of the City of Alamogordo Code of Ordinances regarding the Gross Receipts Investment Program ("GRIP"). *(Petria Bengoechea, City Attorney)* **(Roll Call Vote required)**
5. Consider, and act upon, acceptance of Community Development Block Grant agreement from the New Mexico Department of Finance and Administration, Local Government Division, in the amount of \$500,000.00 to make ADA sidewalk improvements in designated areas of the City. *(Debbie Osborne, Grant Coordinator)*
6. Consider, and act upon, approval to submit a grant application to the Corporation for National and Community Service for a September 11th Day of Service and Remembrance grant. *(Debbie Osborne, Grant Coordinator)*
7. Consider, and act upon, Resolution No. 2020-14, authorizing the City Manager to sign documents and agreements between the New Mexico Area Agency on Aging and the Alamo Senior Center related to the two year plan. *(Magdalena Morales, ASC Manager)* **(Roll Call Vote Required)**
8. Consider, and act upon, approval for the Alamogordo Police Department to apply for the State's Application for Law Enforcement Protection Funds. *(Richard Denton, Police Chief)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

9. Consider, and act upon, an Application for Gross Receipts Tax Abatement related to the Pizza9 project located inside the White Sands Mall. *(Petria Bengoechea, City Attorney)*
10. Consider, and act upon, an Application for Gross Receipts Tax Abatement related to the Ross Dress for Less Store located at the White Sands Mall. *(Petria Bengoechea, City Attorney)*
11. Consider, and act upon, an Application for Gross Receipts Tax Abatement related to the McDonald's located at 3610 N. White Sands Blvd. *(Petria Bengoechea, City Attorney)*
12. Consider, and act upon, amending the Regular Commission Meetings of November and December 2020. *(Rachel Hughs, City Clerk)*

13. Consider, and act upon, appointments to the Landfill Advisory Board. (*Larry Garner, Public Works Director*)

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

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2020

Report Date: 3/5/2020

Report No: 1.

Submitted By: Nadia Sikes

Subject: New Mexico Childhood Well-being program presentation. (*Lisa Patch, Alamogordo Public Schools*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Information only.

Background: Alamogordo Public Schools would like to share information regarding a statewide initiative to improve the New Mexico Childhood Well-being from 49th. The program has a citywide approach involving community resources.

APS Addressing the Barriers to Learning

Director, Lisa E. Patch, MSN, RN, NCSN



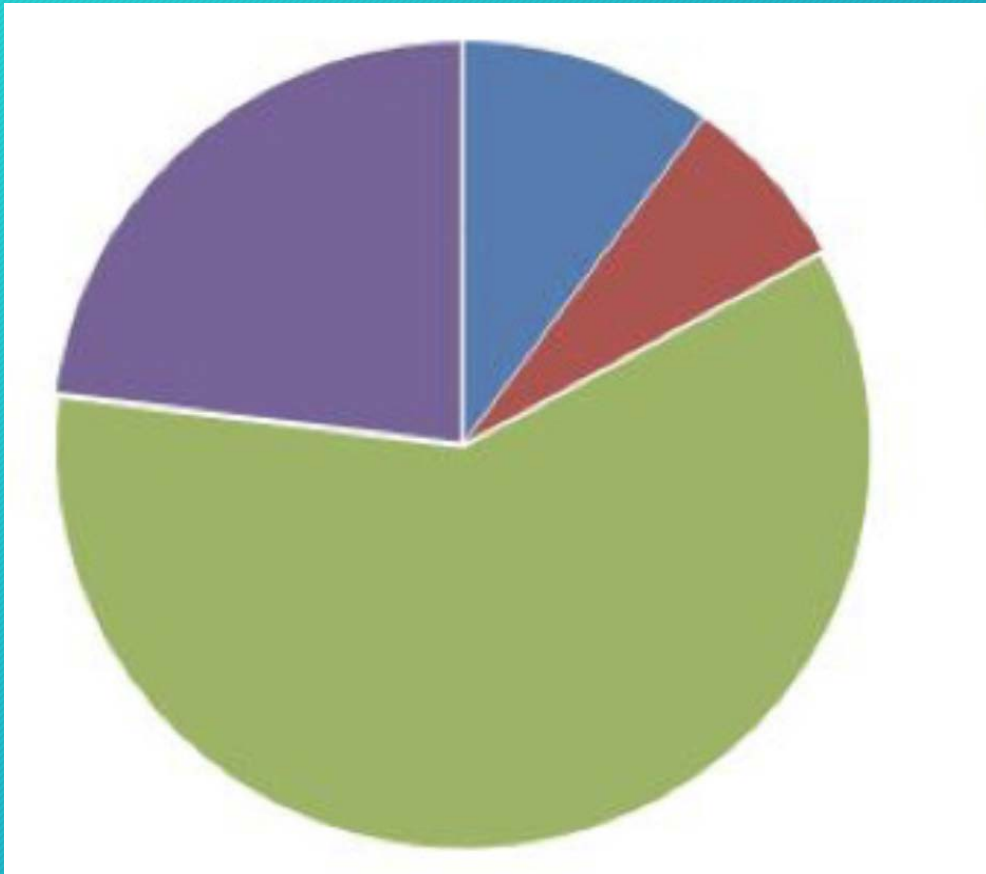
Preparing Students for Learning



Preparing Children for Tomorrow's Career



Learning Factors



Other In-School Factors (class-size curriculum)

Teacher

Unexplained Variance

Out of School Factors (demographics)

Supporting Basic Needs of Families



Are Our Children Ready to Learn?

If Not, What are the Needs?

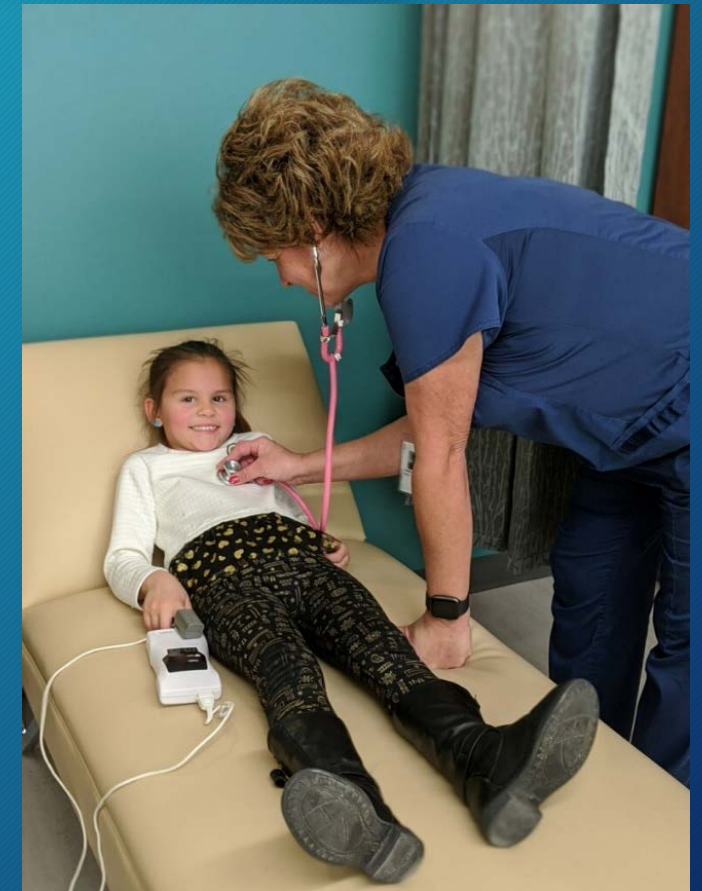
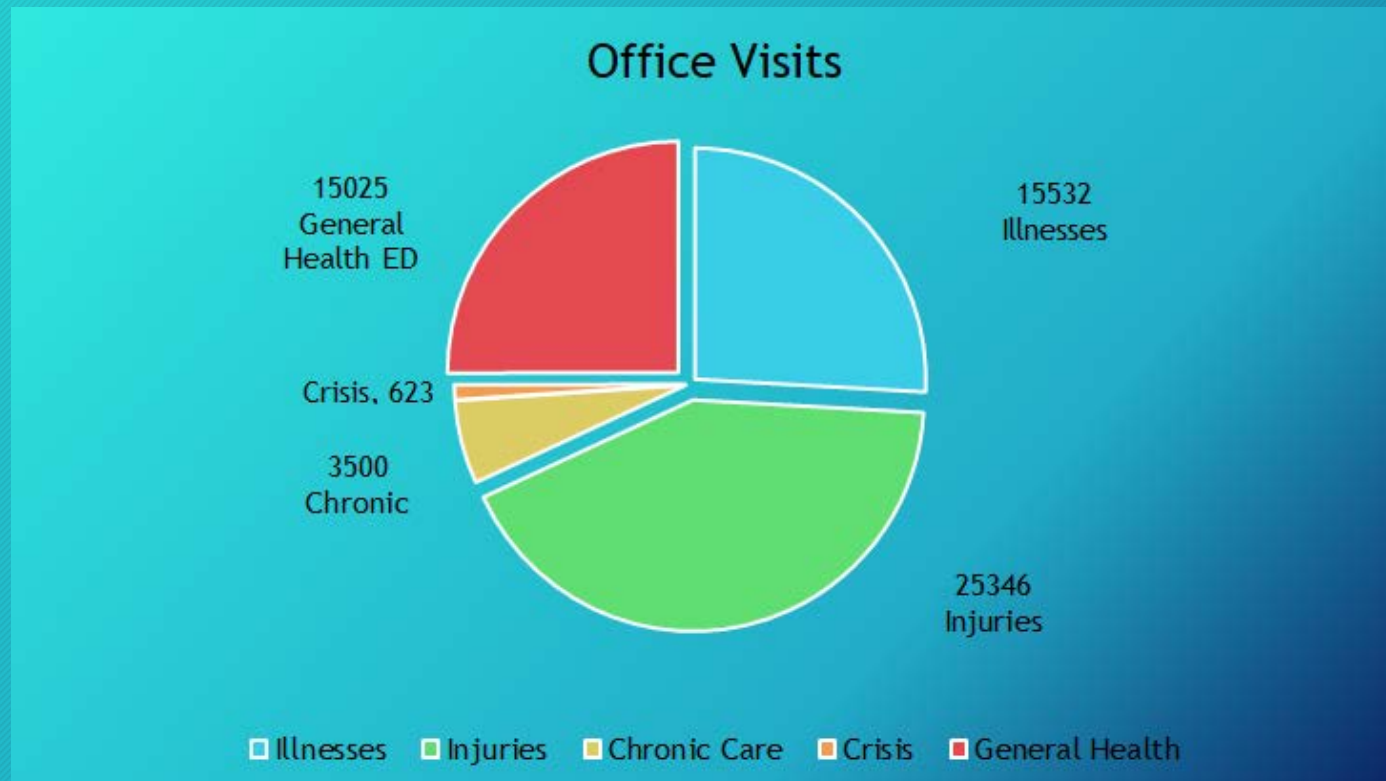
What do We do About It?



Health Services



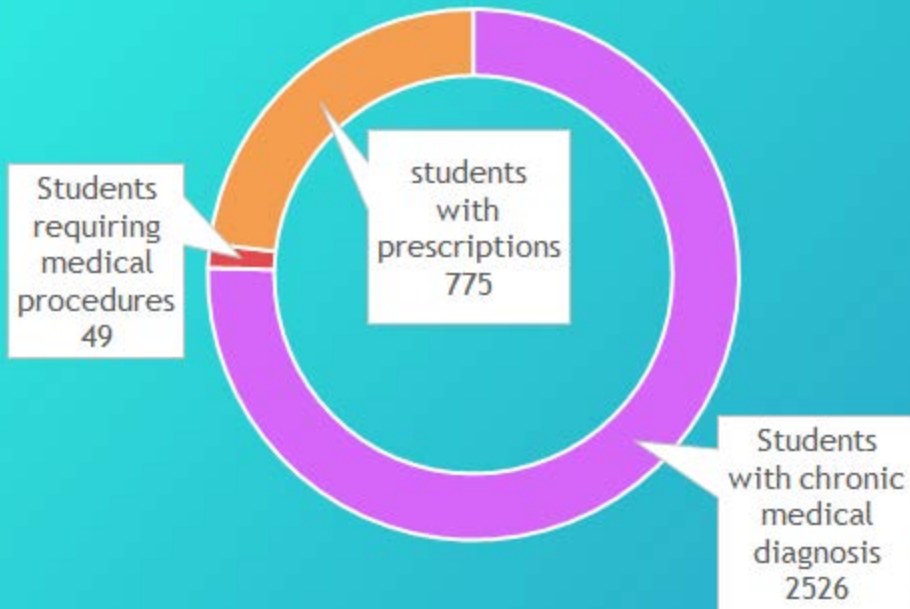
- Last Year, there were a total of 60,326 office visits across the district and we were able to assist 53,499 students to return to class.



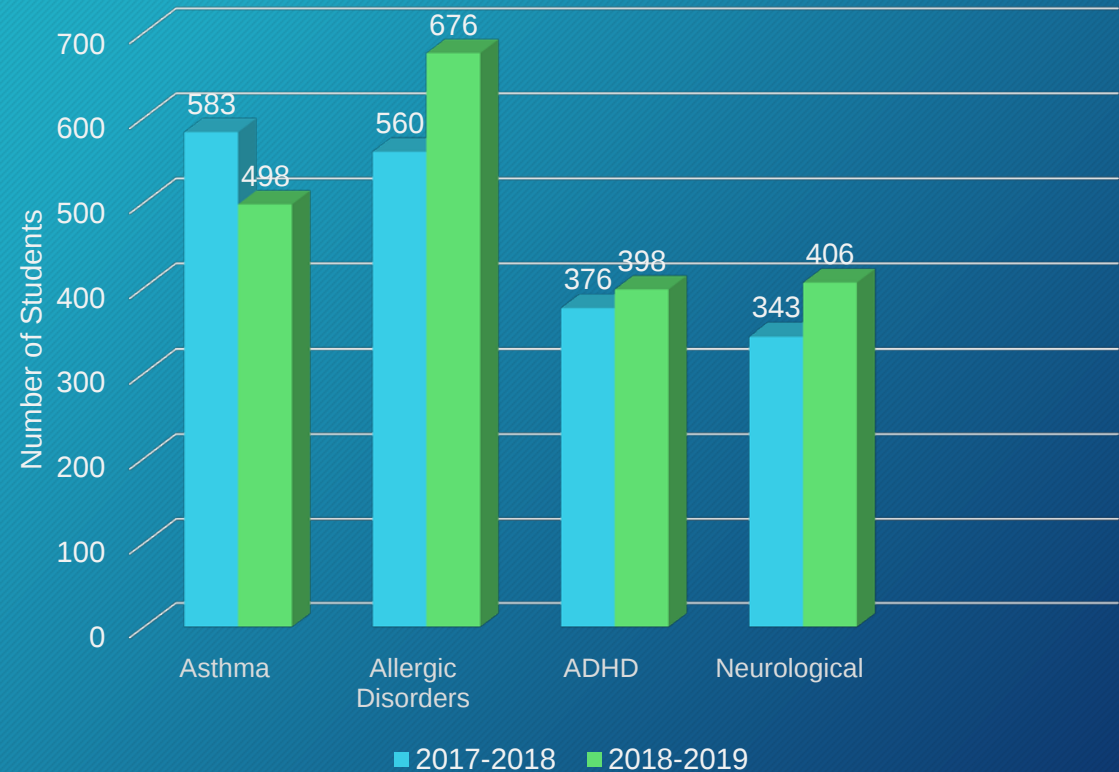
Students with Chronic Illnesses



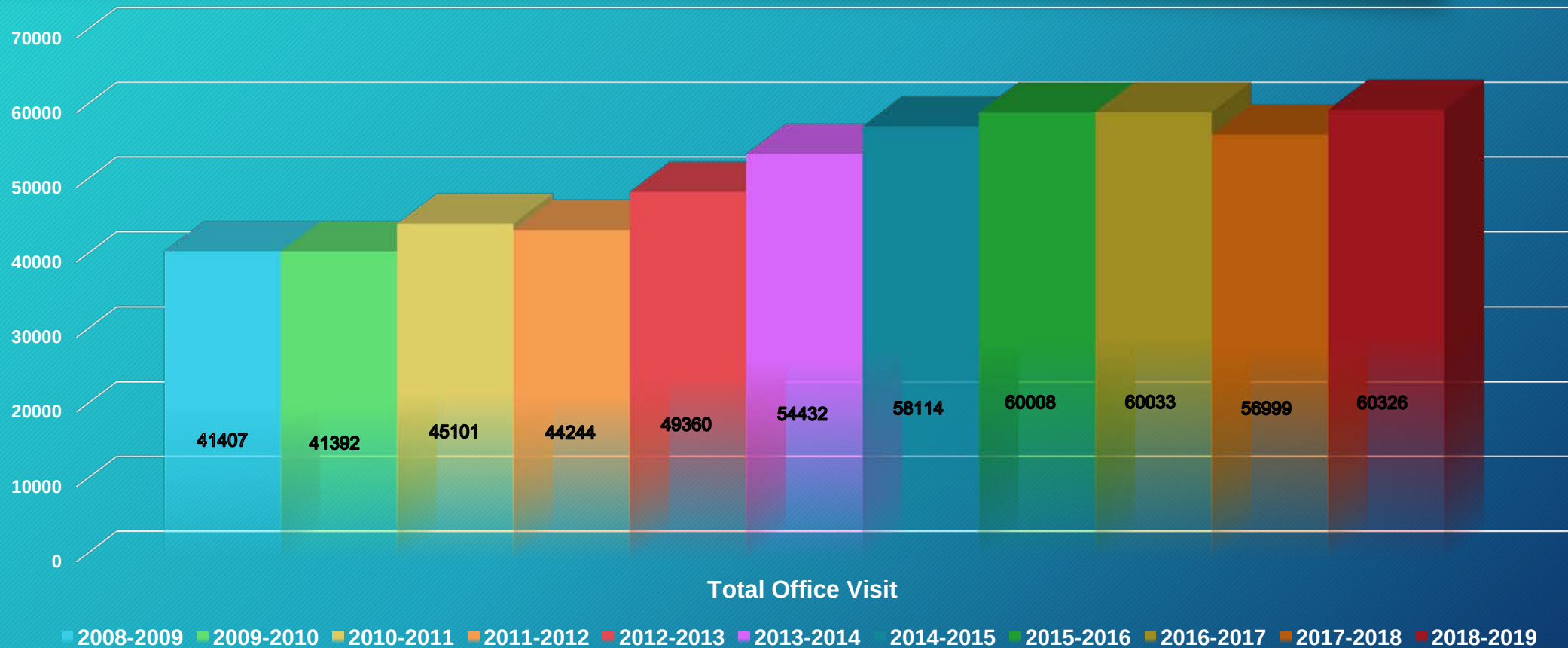
Students Needing Ongoing Care



Students with Chronic Illnesses



Office Visits Increase over the Years



Impact on Schools

Schools across the nation are experiencing greater concerns with mental and behavioral health.

APS Staff are recognizing the needs, according to a recent survey:

213 responses

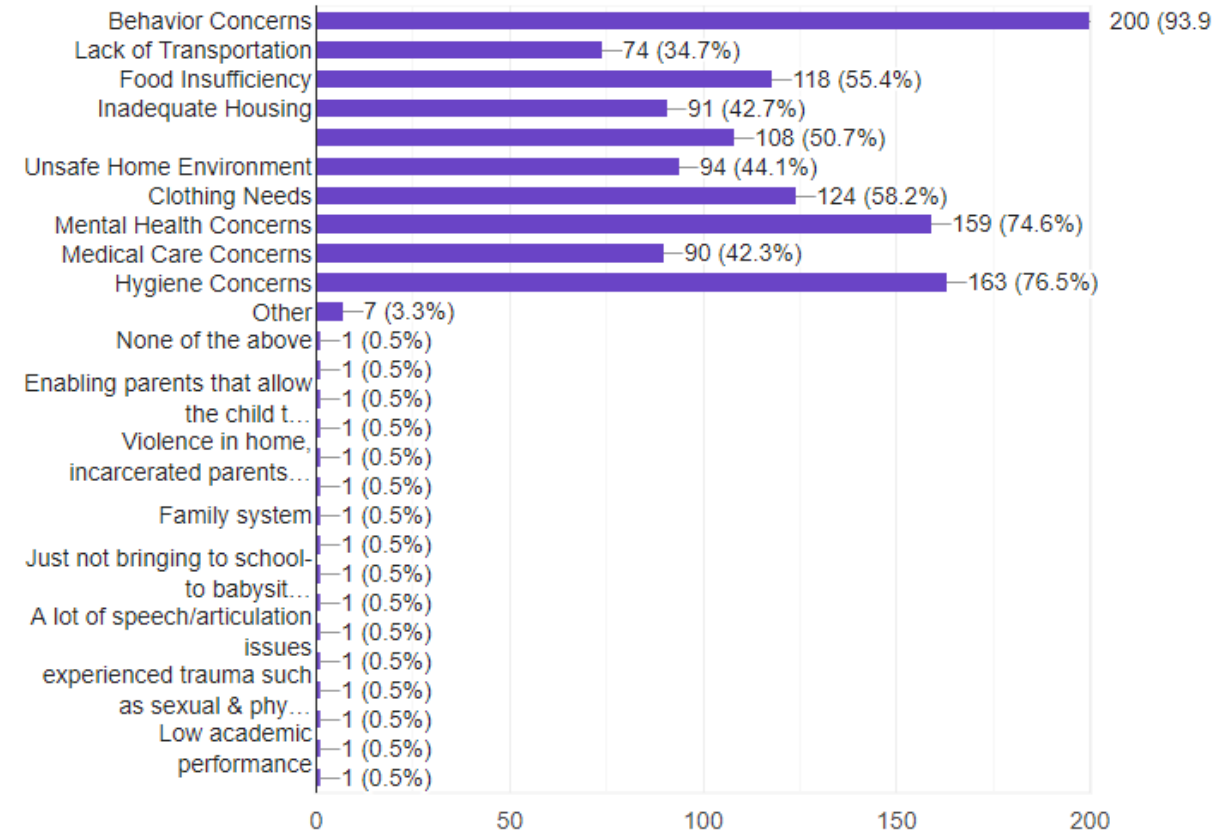
SUMMARY

INDIVIDUAL

Accepting responses

I know students with the following barriers (please check all that apply):

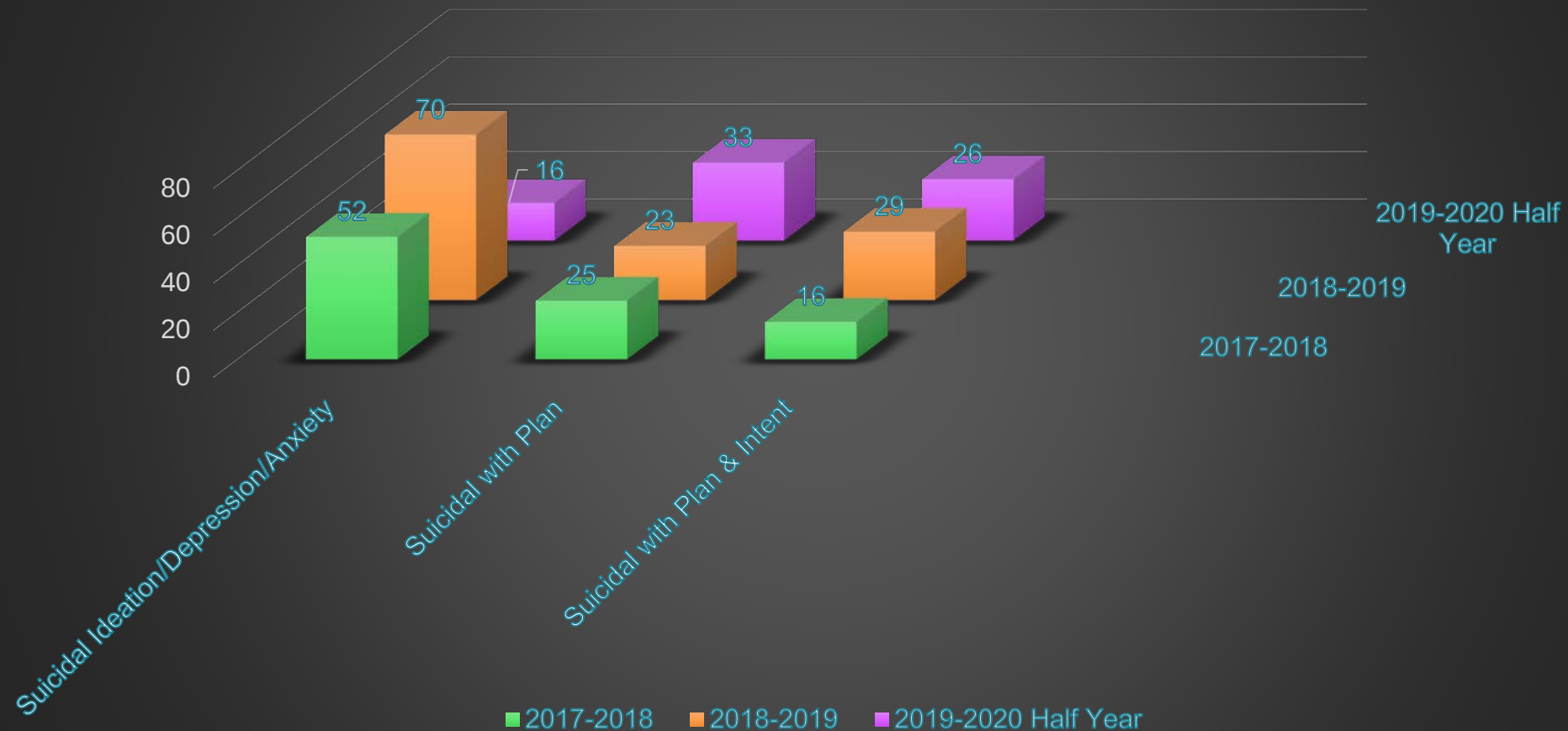
213 responses



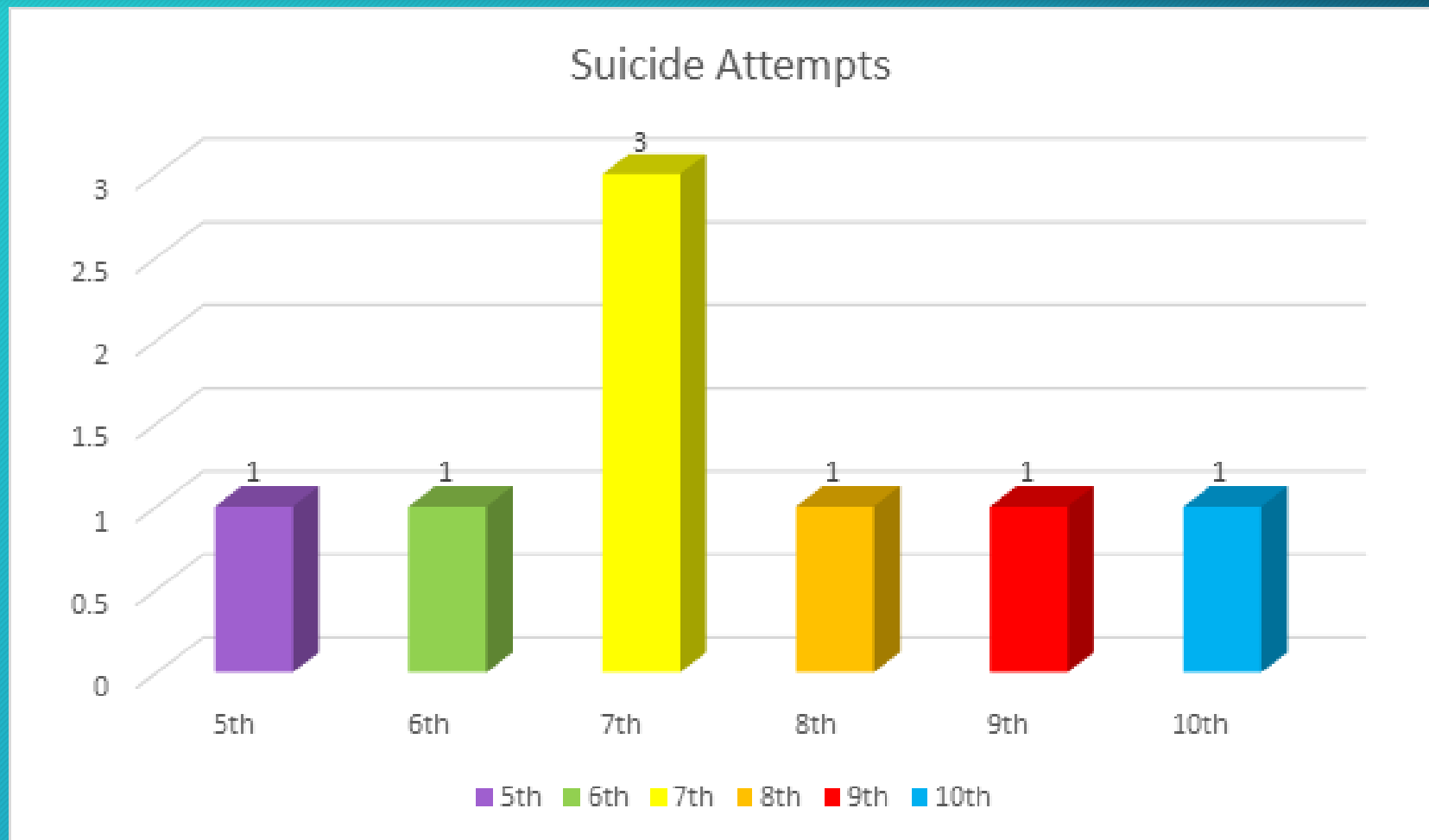
Danger to Self/Suicidal Incidents



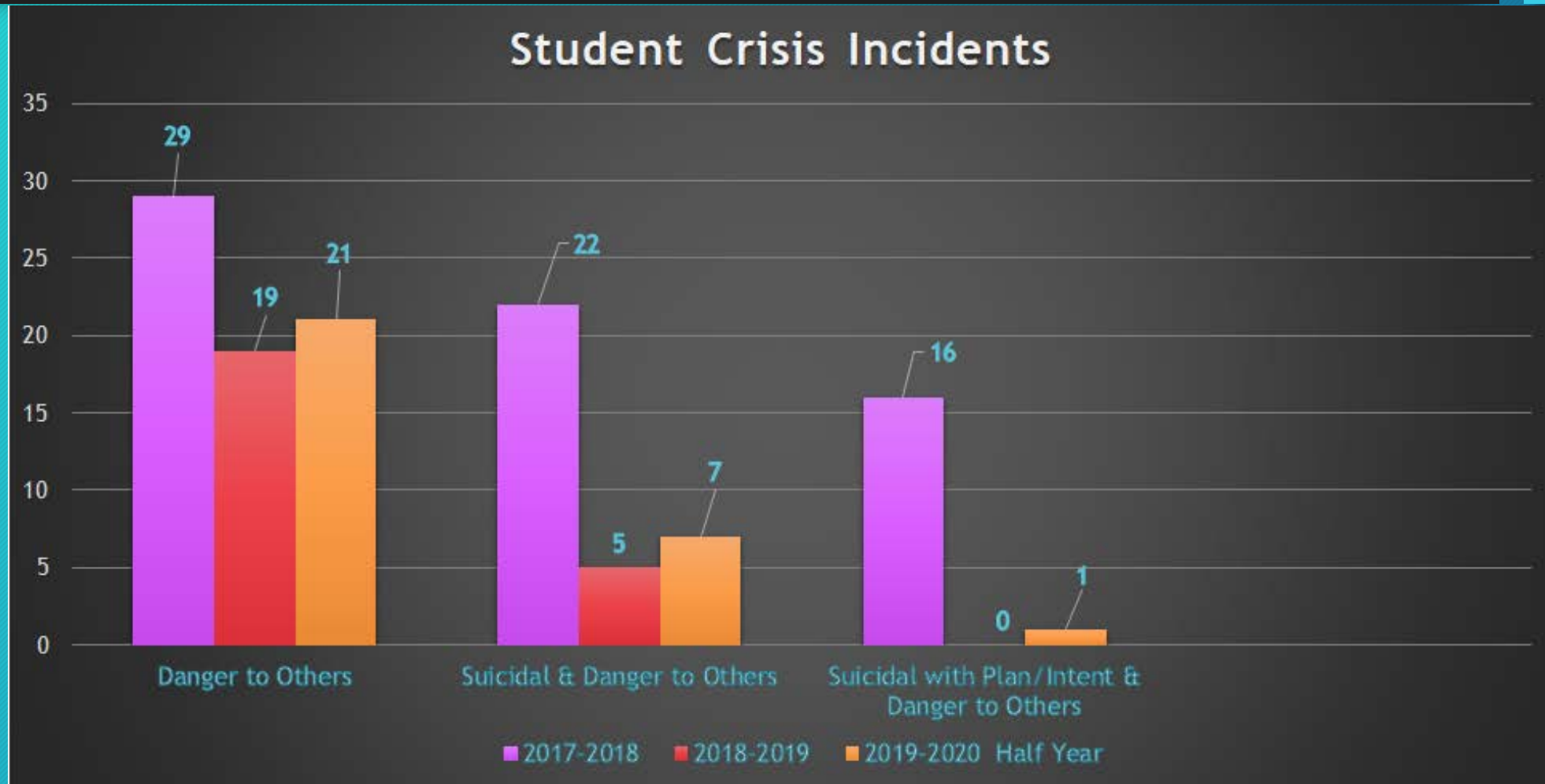
Student Crisis Incidents



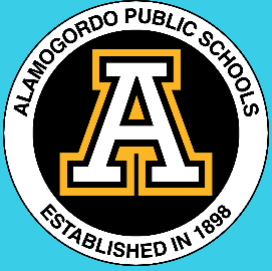
Suicide Attempts Resulting in Psychiatric Facility Admission This Year



Danger to Others/Self Incidents



Why are we seeing an increase in student needs?

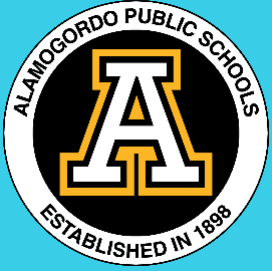


Research shows:

Trauma can change their DNA if resiliency is not in place.



What are some of the Adverse Experiences?



- Physical Abuse
- Family Member with Mental Illness
- Sexual Abuse
- Family Member Incarcerated
- Neglect
- Emotional Abuse
- Food Insufficiency
- Parental Substance Misuse
- Domestic Violence
- Divorce

The Effect of Multiple ACEs

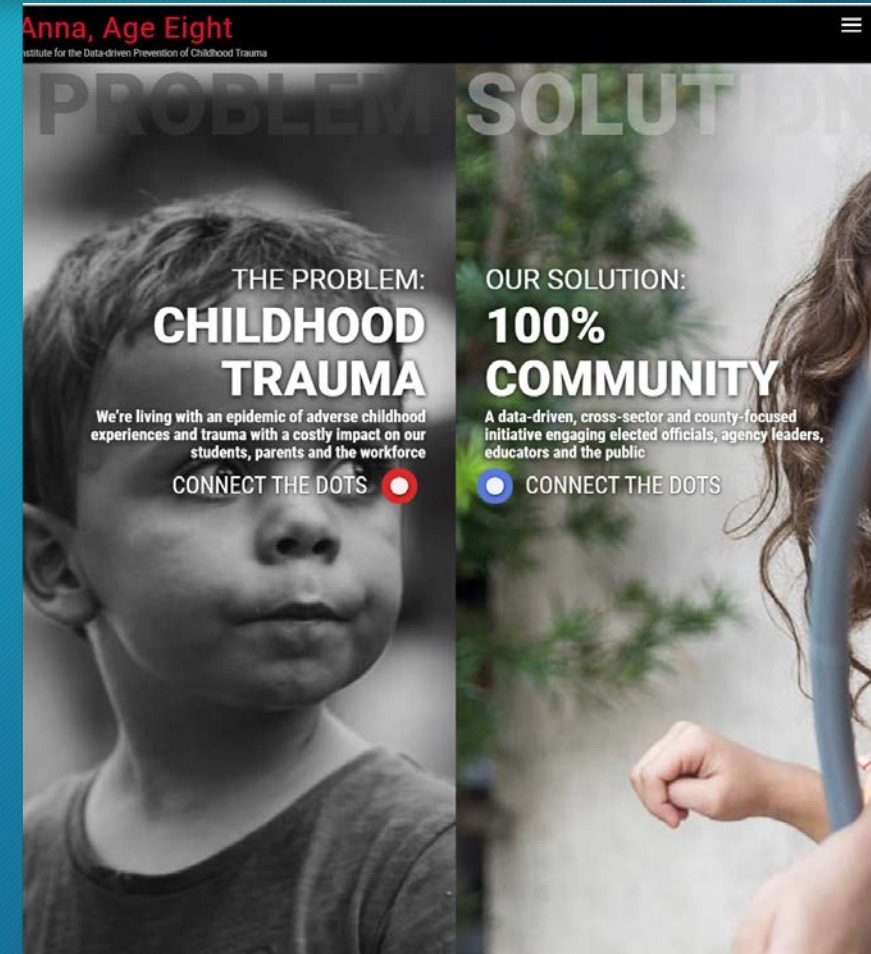


http://vetoviolence.cdc.gov/apps/phl/resource_center_infographic.html

Partners in Finding Answers



Community Schools Initiative



Surviving and Thriving Services



Survival Services



Food



Housing



Medical/Dental Care



Behavioral Healthcare



Transportation

Thriving Services



Parent Supports



Early Childhood Learning



Community Schools



Youth Mentors



Job Training

Community Support



CONGRESS OF THE UNITED STATES

DELEGATION OFFICE
STATE OF NEW MEXICO
HART SENATE OFFICE BUILDING
WASHINGTON, D.C. 20510

(202) 224-8962
January 10th, 2020

Colleen Tagle
Alamogordo Public Schools
1211 Hawaii Avenue
Alamogordo, NM 88810

Dear Ms. Tagle:

In response to your request for assistance in identifying sources of federal funding to provide supportive services for Alamogordo Public Schools students, the New Mexico Delegation Office has identified several forms of assistance and compiled the information enclosed in this email for your review. A list of relevant federal programs, state and federal agency organizations that might be of service to you, as well as guidance from the Congressional Research Service, are all attached to this email. We do not expect that all of these resources will be suited to your organization, but we have included those that we feel may offer possible funding opportunities and other relevant information. We encourage you to carefully review the enclosed information and contact those organizations or program directors that you feel may offer the most effective assistance.

It is important that you recognize that some grants are limited to certain applicants and that you may not be eligible due to the nature of your organization. Therefore, please check to make sure that your organization is eligible for the grants listed before starting the application process. When in doubt, it would be a great benefit to partner with other organizations to further your goals, if possible. We hope that this information will be helpful to you and we wish you success in this endeavor. Please do not hesitate to contact us if we can offer further assistance.

Sincerely,

Tom Udall
United States Senator

Martin Heinrich
United States Senator

Xochitl Torres Small
United States Representative

Ben Ray Luján
United States Representative

Deb Haaland
United States Representative

Alamogordo Taking Care of Alamogordo Families



Come Join Us!



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2020

Report Date: 3/6/2020

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the February 25, 2020 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
6:00 P.M., COMMISSION CHAMBERS
February 25, 2020**

**RICHARD BOSS, MAYOR
SHARON McDONALD, COMMISSIONER
JOSH RARDIN, COMMISSIONER
DUSTY WRIGHT, COMMISSIONER
SUSAN PAYNE, COMMISSIONER**

**NADIA SIKES, MAYOR PRO-TEM
JASON BALDWIN, COMMISSIONER
BRIAN CESAR, 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 6:00 p.m. Roll Call was taken by the City Clerk. City Attorney Bengoechea was absent. City Clerk Hughs announced there was a quorum present. Invocation was given by Pastor Sowers and the Pledge of Allegiance was led by Commissioner Payne.

APPROVAL OF AGENDA

Commissioner Baldwin moved to approve the agenda.

Mayor Pro-Tem Sikes seconded the motion. Motion carried with a vote of 7-0-0.

PUBLIC COMMENT

Eugene Downer commented on the following:

He thanked Home Depot for donating about 100 bushes to the City. He mentioned a few businesses look good in town. He suggested the City look at some of the plants at Home Depot for planting in the medium strip on White Sands Boulevard.

CITY MANAGER'S REPORT

City Manager Cesar made the following remarks:

1. He said they are in the second portion of the preparation for the budget and they will continue the rest of the week. He and Assistant City Manager Hernandez will be unavailable during that time.
2. He took a trip to Dallas to meet with the FAA, they gave the City steps to follow: for getting information they need to base their decisions on, what needs to be in the City's Master Plan, the data they need to see and the letters of interest and support. He said they also went over a proposed plan to deal with the taxiway being too close to the runway for 139 Certification. He said they were supportive of the plan, but they are not guaranteeing funding at this time until they see all the other documentation.

Mayor Pro-Tem Sikes asked where the letters of support need to go. City Manager Cesar said the City will be soliciting those letters. He said there are certain letters from some of the major businesses in Alamogordo that would be helpful in justifying going forward with the 139 Certification and the eventual funding that would follow.

Mayor Boss said it is great that they will accept where the City can phase it in, which makes it much more possible. City Manager Cesar said they do not have solid numbers at this time, but they are looking somewhere in the neighborhood of \$20 to \$25 million for Airport improvements. If the FAA approves a project, and they fund it, they will pick up 90 percent of the cost, the State is 5 percent and the City is 5 percent. With the Regional Jet Service, when or if it comes into Alamogordo, there are other costs that the FAA will not pick up. Mayor Boss asked if the \$25 million is some of the City's 5 percent. City Manager Cesar said the \$20 to \$25 million is just for the Airport Improvements that could be FAA funded.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Payne made the following comments:

She said City employees don't get enough recognition. She received a letter from a citizen thanking City Planner Rael for helping them on a roofing issue. She read the letter.

CONSENT AGENDA

1. Approve the minutes for the February 11, 2020 Regular meeting. *(Rachel Hughs, City Clerk)*
2. Approve the statements related to the Executive Closed Session held on February 11, 2020. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, final publication of Ordinance 1607, amending certain sections and adding new sections to Chapter 4 of the Code of Ordinances concerning the Alamogordo White Sands Regional Airport. *(Jim Talbert, Airport Manager)* (Roll Call Vote Required)
4. Consider, and act upon, final publication of Ordinance 1610, an ordinance amending section 2020-30 meeting days and times of Regular Commission Meetings. *(Rachel Hughs, City Clerk)* (Roll Call Vote Required)
5. Approve the Investment Report for the quarter ending December 31, 2019, in accordance with the City of Alamogordo Investment Ordinance. *(Stephanie Hernandez, Acting Finance Director)*
6. Consider, and act upon, a request related to the Alamogordo Fire Department applying for the FY19 Assistance to Firefighters Grant Program (AFG). *(Jim LeClair, Fire Chief)*
7. Consider, and act upon, Resolution 2020-08 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 February 25, 2020. *(Evelyn Huff, Budget Analyst)* (Roll Call Vote Required)
8. Consider, and act upon, submission of letter of commitment to support grant application from Otero Soil and Water Conservation District to Paso del Norte Foundation. *(Debbie Osborne, Grant Coordinator)*

Commissioner Rardin asked to remove Item # 2 from the Consent Calendar.

Commissioner Rardin moved to approve item 1,3,4,5,6,7,8 of the consent calendar.

Mayor Pro-Tem Sikes seconded the motion.

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

ITEMS REMOVED FROM CONSENT AGENDA

2. Approve the statements related to the Executive Closed Session held on February 11, 2020. *(Rachel Hughs, City Clerk)*

Commissioner Rardin said he pulled the item to vote no.

Commissioner Payne moved to approve.

Mayor Pro-Tem Sikes seconded the motion.

Motion carried with a vote of 6-1-0. Commissioner Rardin voted nay.

NEW BUSINESS

9. Consider, and act upon, Resolution 2020-11 for the acceptance and approval of the FY19 Audit. (Benjamin Martinez, CRI Carr, Riggs & Ingram) (Roll Call Vote Required)

Mr. Martinez said they submitted the audit to the State in December, and they are there now to present the results of the audit. He said they were able to give an unmodified opinion which is the best opinion you can get when it comes to financial statements. If you have a modification that usually means there is one area where you can't tie down the numbers materially, or you may have an issue. He said they issue two other auditors reports and the second report is called the Yellow Book Report or the Generally Accepted Government Auditing Standards Report on Compliance. He said they don't give an opinion on this report, but here is where they have to report any findings. Within the State of New Mexico, they have to report a finding at any level. There are three level of findings that were in the report. The highest level, where the City did have one, is a material weakness finding, which merits attention from management to find the weakness in that process and fix it so that it does not pose a threat to the financial statements. There were also significant deficiencies which are not as high of a level as material weakness, but they do require some attention to tie those items down. There were five findings on other non-compliance items, which are not considered a threat but do need to be reported. They also issue a report on compliance and internal controls for compliance over the City's federal programs. There was no non-compliance or Federal findings recorded. The other two findings that were significant deficiencies were there was an internal control over utility billing when it came to cancel bills. The other significant deficiency was Internal control over the schedule of expenditures of Federal Awards, which is how federal awards are tracked in order to report on the financial statements. He said when it came to the other non-compliance findings there were travel and per diem miscalculations, internal controls over the lien policy for delinquent accounts, reconciliations and quarterly reports of the federal expenditures. The final compliance finding was that one of the City's funds exceeded its budgetary authority. The City also cleared 6 findings from the prior year audit report.

Mr. Martinez went over some graphs and information of assets, liabilities and net position. He also talked about the Statement of Activities, the General Fund, Single Audit Highlights, New Standards and Value-Added Suggestions. He said overall, they are at a similar level to 5 years ago. (See Blue Book for slides)

Mayor Boss asked Mr. Martinez if the six findings from the prior year were resolved, he answered it was resolved. Mayor Boss asked him how many others were carried forward. Mr. Martinez said he there were 2 findings repeated, which were travel and per diem and delinquent utility account policy.

Mayor Boss asked Assistant City Manager Hernandez if this is something the City is looking into, she answered yes. Mayor Boss pointed out that the New Mexico State Auditor has his standard if there is a finding, they want it reported. On the single audit, they had a finding that they had to report to the State Auditor but had not effect on the single audit. Mayor Boss thanked the Finance staff for their hard work.

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

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

Mayor Boss read the openings and appointed Gerald Dodd to the Planning and Zoning Commission. No one was opposed.

Commissioner Rardin moved to adjourn at 6:52 p.m.
Mayor Pro-Tem Sikes seconded the motion.
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 March 10, 2020.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2020

Report Date: 2/13/2020

Report No: 3.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, final publication of Ordinance 1611, repealing certain sections of Article 27 Vehicle for Hire and amending section 17-01A-050 regarding license fees for certain businesses.
(*Rachel Hughs, City Clerk*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance 1611.

Background: During the Commission meeting of February 11, 2020, Commission approved Ordinance 1611 for first publication with a vote of 7-0.

Information from February 11, 2020 Commission meeting:

The City has not regulated ambulances for more than 25 years, therefore this section needs to be repealed.

Z-Trans informed the City the drivers already do all the paperwork for the State, causing duplicate work. Drivers are covered by State Law of the Motor Carrier Act. The driver's FBI background check can take up to 90 days, sometimes even longer. The fee for a driver's application is \$15 payable to the City and the FBI background check is \$18 payable to the FBI.

ORDINANCE NO. 1611

AN ORDINANCE REPEALING CERTAIN SECTIONS OF ARTICLE 27 VEHICLE FOR HIRE AND AMENDING SECTION 17-01A-050 REGARDING LICENSE FEES FOR CERTAIN BUSINESSES

WHEREAS, the Code of Ordinances of the City of Alamogordo, New Mexico provides for certain businesses and occupations to be licensed and pay the required fees through the City Clerk's office; and,

WHEREAS, Drivers are covered by State Law under the Motor Carrier Act; and,

WHEREAS, Ambulance drivers and vehicles have not been regulated by the city since approximately 1992; and,

WHEREAS, city staff deems it necessary to clean up sections of the City Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the city commission of the city of Alamogordo that Article 27-02 of the Code of Ordinances is hereby repealed in its entirety.

BE IT FURTHER ORDAINED that Section 27-01-040 is repealed and Section 17-01A-050, be amended to read as follows:

17-01A-050. - License fees for certain businesses.

All persons, firms, corporations or associations engaged in any of the following pursuits, businesses and occupations shall, before commencing business, and on or before the 16th day of March of each year thereafter, secure a license from the city clerk and pay the listed fee instead of the business registration required by article I of this chapter:

Amusement halls, per year \$ 35.00

Boxing, sparring, wrestling or martial arts contest, per day 35.00

Carnivals and circuses, per day 35.00

Commercial solicitors (in addition to other license and business registration fees), per year 35.00

Drive-in restaurants, per year 35.00

Outdoor concerts, exhibitions and amusements for profit, per day 35.00

Outdoor displays and sales, per year 35.00

Pawnbrokers, per year 35.00

Public dances, per day 35.00

Route food vendors (see section 21-01-020(d)), per year 35.00

Vehicles for hire regulated by Chapter 27 35.00

~~Drivers of vehicles for hire if required by section 27-01-040, per year 15.00~~

27-01-040. -- Drivers.

- ~~(a) The owner of each vehicle for hire shall notify the department of public safety of the name, age, and New Mexico driver's license number of each driver employed, immediately upon the employment of that driver.~~
- ~~(b) Each driver shall obtain a license from the city before operating any vehicle for hire. The license shall be on a form prescribed by the city clerk.~~
- ~~(c) No driver shall be issued a license to operate a vehicle for hire where:

 - ~~(1) The driver does not have a current valid New Mexico driver's license of appropriate class which has not been suspended or revoked;~~
 - ~~(2) The driver has been convicted of driving under the influence of an alcoholic beverage or any drug, or has accumulated more than six (6) driving points, within the preceding year.~~
 - ~~(3) The driver has been convicted of a felony within five (5) years preceding his/her employment.~~~~
- ~~(d) If any driver does not continue to meet the conditions specified in subsection (b), that driver's license to operate a vehicle for hire shall be revoked as specified in section 17-01A-040.~~

Article 27-02 is hereby repealed in its entirety.

ARTICLE 27-02 — AMBULANCES

27-02-010. -- Definitions.

The following definitions are applicable to this article:

Base rate shall mean the initial charge, which includes the first mile or any parts thereof.

Corpse shall mean a human body declared legally dead.

Destination shall mean the point at which the patient or corpse is ultimately delivered or accepted and the vehicle released. The destination may be a hospital, mortuary, home or any other place where the patient or corpse is permanently removed from the vehicle and the vehicle released. A stop enroute for the purpose of certification as to the death of a patient or in an attempt to gain admittance to a hospital shall not be construed as the destination under this article.

Loaded mile shall mean the total miles the vehicle is operated to perform the requested services.

Patient shall mean a person, alive or dead, or dying in route, for whom a vehicle is ordered from the city and who knowingly or unknowingly accepts or receives the transportation services of such vehicle.

27-02-050. -- License application; bearing.

(a) — No license to operate a business of carrying persons for hire in a motor vehicle commonly known as an ambulance, and hereinafter so referred to, shall be granted until there has been filed an application for such license with the city manager.

(b) — The owner, proprietor, or the person in interest of such ambulance business, hereinafter referred to as "operator" shall so file the application, such application to contain the name and address of the operator, the place or places from which the business is to be conducted, the number of vehicles to be operated, and such other pertinent information as the city manager may require.

(c) — Such application shall be in a form to be prescribed by the city manager and shall be accompanied by a fee of fifty dollars (\$50.00).

(d) — Upon receipt of such application, it shall be presented to the city commission at its next regular meeting. At such meeting the commission shall set a time for the hearing on the application, at which hearing the board shall determine that there is a compelling need for the issuance of such license, such need to be determined by the public convenience and necessity. No such license shall be issued unless the commission determines it to be in the interest of the public convenience and necessity.

(e) — The time of hearing shall be not less than fifteen (15) days after the regular meeting at which the application is presented. The city manager shall duly publish notice of such hearing, such publication to be made not less than ten (10) days before the date of such hearing. Upon the setting of such time and place for hearing, the applicant for license shall notify all other operators of ambulance businesses who shall be operating their vehicles within the corporate limits of the city, such notification setting forth the notice of the hearing, together with the time and place thereof. Such notice shall be sent to all other operators by registered mail, with return receipt requested. At such holding of the hearing, the applicant shall produce the registry receipts and the signed return receipts to evidence compliance with this provision.

(f) — Upon the hearing provided for in this section the city commission shall hear all interested persons and upon conclusion of the hearing, shall either grant or deny the license, as above provided for, being governed by the evidence heard as to the public convenience and necessity involved.

(Code 1960, § 5-7-5)

27-02-060. -- Identification of vehicles.

All vehicles operated under an ambulance license, shall have displayed in a prominent place on the exterior surface of such vehicles the name of the operator, or the name under which such operator conducts his business.

27-02-070. -- Trip records to be maintained.

~~The operator of each ambulance licensed to operate shall maintain a complete written record of all trips made by each vehicle. The record shall contain the number of the vehicle, time of each trip made, and the point of origin and termination of each trip. Such record shall be preserved by the operator and shall be kept available for inspection at all times by all duly qualified law enforcement officers, the city manager and the city commission.~~

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2020.

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

Chapter 27 - VEHICLES FOR HIRE^{[1](#)}

Footnotes:

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Cross reference— Outdoor automotive storage, § 11-154; licenses and miscellaneous business regulations, Ch. 17; streets, sidewalks and public places, Ch. 21; traffic, Ch. 24.

State Law reference— Authority to provide for public health, safety and welfare, N.M.S.A. § 3-6-1B; authority to regulate use of the streets, N.M.S.A. § 3-49-1A.

ARTICLE 27-01. - IN GENERAL

27-01-010. - Definitions.

As used in this article:

Driver is any person who operates a vehicle for hire.

Limousine is a vehicle for hire for the transportation of persons for which consideration is paid on an hourly, daily, or destination basis, but not on a mileage or zone basis.

Taxicab is a vehicle for hire for the transportation of persons or property where a consideration is paid on a mileage, zone, or destination basis.

Vehicle for hire is any vehicle and driver carrying passengers or property, for the convenience of the public, and for consideration, but the term does not include ambulances, or vehicles for the transportation of property only which are subject to the provisions of the New Mexico Motor Carrier Act.

(Ord. No. 680, § 2, 7-10-84)

State Law reference— Motor Carrier Act, N.M.S.A. § 65-2-1 et seq.

27-01-020. - License required.

It is unlawful to operate any vehicle for hire in the city unless the owner has applied for and obtained a license as required by Chapter 17, Article I-A of this Code, provided, however, that this requirement shall not apply to interstate bus companies or other vehicles for hire which do not transport passengers from one point to another within the city.

(Ord. No. 680, § 2, 7-10-84; Ord. No. 759 § 1, 6-13-89)

27-01-030. - Contents of license application.

In addition to the normal requirements of a business license application, the applicant for a license for a vehicle for hire shall submit the following information:

- (a) The make, model, license number and vehicle identification number (VIN) of each vehicle to be used for hire;
- (b) The name, age and New Mexico driver's license number of each driver employed;
- (c) The area proposed to be served by the business; and
- (d) A description of the nature of all services offered.

(Ord. No. 680, § 2, 7-10-84; Ord. No. 759, § 2, 6-13-89)

27-01-040. - Drivers.

- (a) The owner of each vehicle for hire shall notify the department of public safety of the name, age, and New Mexico driver's license number of each driver employed, immediately upon the employment of that driver.
- (b) Each driver shall obtain a license from the city before operating any vehicle for hire. The license shall be on a form prescribed by the city clerk.
- (c) No driver shall be issued a license to operate a vehicle for hire where:
 - (1) The driver does not have a current valid New Mexico driver's license of appropriate class which has not been suspended or revoked;
 - (2) The driver has been convicted of driving under the influence of an alcoholic beverage or any drug, or has accumulated more than six (6) driving points, within the preceding year.
 - (3) The driver has been convicted of a felony within five (5) years preceding his/her employment.
- (d) If any driver does not continue to meet the conditions specified in subsection (b), that driver's license to operate a vehicle for hire shall be revoked as specified in section 17-01A-040.

(Ord. No. 680, § 2, 7-10-84; Ord. No. 759, § 3, 6-13-89)

27-01-050. - Safety inspection of vehicles.

Section 27-01-050 is hereby repealed.

(Ord. No. 680, § 2, 7-10-84; Ord. No. 956, § 1, 8-8-95)

27-01-060. - Bond or insurance.

- (a) The owner or operator of every vehicle for hire shall, before obtaining a license, file with the city clerk either a surety bond or a policy of insurance issued by a company authorized to do business in this state as specified in this section. This bond or policy of insurance shall be maintained and renewed as long as the license is in effect, and failure to do so will result in revocation of the license.
- (b) The bond or policy of insurance shall be conditioned to pay all losses and damages for bodily injury, death, or property damage resulting from the negligent operation, maintenance or use of any vehicle for hire, or for any loss or damage to property of shippers or consignees carried by such vehicle for hire.
- (c) The surety bond or policy of insurance shall not be subject to cancellation, except after ten (10) days notice in writing to the city clerk by the issuing company.
- (d) The minimum limits of liability of the surety bond or policy of insurance are as follows:
 - (1) For damage to or destruction of property in a single occurrence, other than cargo \$100,000.00
 - (2) For bodily injury or death to any person for any number of claims arising out of a single occurrence 300,000.00
 - (3) All claims arising out of a single occurrence 500,000.00

(Ord. No. 680, § 2, 7-10-84; Ord. No. 759, § 4, 6-13-89)

27-01-070. - Identification of vehicles.

Each vehicle for hire shall be conspicuously identified with the name of the person or company operating it on the exterior of the vehicle, except limousine identification need not be conspicuous and may be on the interior of the vehicle. The name of the driver and the business license for the vehicle shall be posted in the interior of each vehicle.

(Ord. No. 680, § 2, 7-10-84)

27-01-080. - Fares and rates.

The schedule of fares and zone rates for taxicabs shall be posted conspicuously in the interior of the vehicle. Zone maps need not be posted, but must be carried in the cab. The schedule of rates and fares for limousines and other vehicles for hire shall be available within the vehicle for inspection at all times.

(Ord. No. 680, § 2, 7-10-84)

ARTICLE 27-02. - AMBULANCES^[2]

Footnotes:

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Cross reference— Health and sanitation, Ch. 15.

State Law reference— Ambulance Standards Act, N.M.S.A. § 65-6-1 et seq.

27-02-010. - Definitions.

The following definitions are applicable to this article:

Base rate shall mean the initial charge, which includes the first mile or any parts thereof.

Corpse shall mean a human body declared legally dead.

Destination shall mean the point at which the patient or corpse is ultimately delivered or accepted and the vehicle released. The destination may be a hospital, mortuary, home or any other place where the patient or corpse is permanently removed from the vehicle and the vehicle released. A stop enroute for the purpose of certification as to the death of a patient or in an attempt to gain admittance to a hospital shall not be construed as the destination under this article.

Loaded mile shall mean the total miles the vehicle is operated to perform the requested services.

Patient shall mean a person, alive or dead, or dying in route, for whom a vehicle is ordered from the city and who knowingly or unknowingly accepts or receives the transportation services of such vehicle.

(Code 1960, § 5-7-2)

Cross reference— Rules of construction and definitions generally, § 1-2.

27-02-030. - Rates.

Section 27-02-030 is hereby repealed.

(Code 1960, § 5-7-3; Ord. No: 383, 11-9-66; Ord. No. 443, 4-14-70; Ord. No. 956, § 3, 8-8-95)

27-02-040. - City not liable for inability to provide service.

Section 27-02-040 is hereby repealed.

(Code 1960, § 5-7-4; Ord. No. 383, 11-9-66; Ord. No. 956, § 4, 8-8-95)

27-02-050. - License application; bearing.

- (a) No license to operate a business of carrying persons for hire in a motor vehicle commonly known as an ambulance, and hereinafter so referred to, shall be granted until there has been filed an application for such license with the city manager.
- (b) The owner, proprietor, or the person in interest of such ambulance business, hereinafter referred to as "operator" shall so file the application, such application to contain the name and address of the operator, the place or places from which the business is to be conducted, the number of vehicles to be operated, and such other pertinent information as the city manager may require.
- (c) Such application shall be in a form to be prescribed by the city manager and shall be accompanied by a fee of fifty dollars (\$50.00).
- (d) Upon receipt of such application, it shall be presented to the city commission at its next regular meeting. At such meeting the commission shall set a time for the hearing on the application, at which hearing the board shall determine that there is a compelling need for the issuance of such license, such need to be determined by the public convenience and necessity. No such license shall be issued unless the commission determines it to be in the interest of the public convenience and necessity.
- (e) The time of hearing shall be not less than fifteen (15) days after the regular meeting at which the application is presented. The city manager shall duly publish notice of such hearing, such publication to be made not less than ten (10) days before the date of such hearing. Upon the setting of such time and place for hearing, the applicant for license shall notify all other operators of ambulance businesses who shall be operating their vehicles within the corporate limits of the city, such notification setting forth the notice of the hearing, together with the time and place thereof. Such notice shall be sent to all other operators by registered mail, with return receipt requested. At such holding of the hearing, the applicant shall produce the registry receipts and the signed return receipts to evidence compliance with this provision.
- (f) Upon the hearing provided for in this section the city commission shall hear all interested persons and upon conclusion of the hearing, shall either grant or deny the license, as above provided for, being governed by the evidence heard as to the public convenience and necessity involved.

(Code 1960, § 5-7-5)

27-02-060. - Identification of vehicles.

All vehicles operated under an ambulance license, shall have displayed in a prominent place on the exterior surface of such vehicles the name of the operator, or the name under which such operator conducts his business.

(Code 1960, § 5-7-6)

27-02-070. - Trip records to be maintained.

The operator of each ambulance licensed to operate shall maintain a complete written record of all trips made by each vehicle. The record shall contain the number of the vehicle, time of each trip made, and the point of origin and termination of each trip. Such record shall be preserved by the operator and shall be kept available for inspection at all times by all duly qualified law enforcement officers, the city manager and the city commission.

(Code 1960, § 5-7-7)

27-02-080. - Safety inspection of vehicles.

Section 27-02-080 is hereby repealed.

(Code 1960, § 5-7-8; Ord. No. 956, § 5, 8-8-95)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2020

Report Date: 2/13/2020

Report No: 4.

Submitted By: Petria Bengoechea

Subject: Consider, and act upon, final publication of Ordinance 1612, amending Chapter 2, Section 15 of the City of Alamogordo Code of Ordinances regarding the Gross Receipts Investment Program ("GRIP"). (*Petria Bengoechea, City Attorney*) **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance 1612.

Background: During the Commission meeting of February 11, 2020, Commission approved Ordinance 1612 for first publication with a vote of 7-0.

Information from February 11, 2020 Commission meeting:

Ordinance 1612 amends the Gross Receipts Investment Program ("GRIP") ordinance to require businesses to turn in their GRIP application before either ground is broken on their project, or before a remodel begins. This will allow the City to appropriately budget the GRIP fund and allow for easier financial planning for the City.

**ORDINANCE 1612, AMENDING CHAPTER 2, SECTION 15 OF THE CITY OF
ALAMOGORDO CODE OF ORDINANCES**

WHEREAS, the City Commission wishes to clarify the requirements for the GRIP program;

WHEREAS, the City Commission wishes to be able to fiscally plan the needs of the GRIP program during budget;

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

ARTICLE 2-15. - GROSS RECEIPTS INVESTMENT PROGRAM ("GRIP")

2-15-010. - Title.

This article shall be entitled the "Gross Receipts Investment Program" ("GRIP"), and shall hereafter be referred to and known under such title. This article is established pursuant to the authority granted to a home rule municipality by Article X, Section 6 of the New Mexico Constitution and the Municipal Charter Act, NMSA 1978, §§ 3-15-1 to 3-15-16 (1971, as amended).

(Ord. No. 1379, § 1, 10-12-10)

2-15-020. - Purpose.

There is hereby established a gross receipts investment program within the city intended to attract new businesses, including retail, or commercial activities or to encourage the expansion of an existing business, including retail, or commercial activity whose gross receipts are subject to the imposition of gross receipts tax, thereby creating new job opportunities for the citizens of the city while promoting the economic growth and welfare of the city, and to improve the city through new construction or the rehabilitation of existing commercial or industrial property, thereby encouraging the revitalization of the city while enhancing the area by increasing land values and providing an overall aesthetic improvement. To accomplish this purpose, the city, by written agreement, may reimburse certain gross receipts taxes directly attributable to construction activities associated with the construction or expansion of a business or commercial activity and the purchase of tangible personal property that will become an ingredient or component part of such a construction project, where the reimbursement thereof is instrumental in bringing the business or commercial activity to the city or retaining its presence within the city.

(Ord. No. 1379, § 2, 10-12-10)

2-15-030. - Definitions.

As used in the gross receipts investment program:

Applicant means a landowner or developer, as hereinafter defined, who has filed an application for reimbursement pursuant to the GRIP.

Building means any structure on a lot, having a roof supported by columns or walls and designed and/or intended for the shelter, housing or enclosure of an eligible entity.

Business owner means a sole proprietor, corporation, partnership, limited liability company, or some other legal entity that owns or owns and manages either a place of business or other establishment that is engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are all or partially subject to gross receipts tax, or a commercial activity whose services are all or partially subject to gross receipts tax, and who has a proprietary interest in land.

Contractor means any person who accepts orders or contracts from the owner of property or the property owner's duly authorized agent to assume authority or control, or to supervise, manage, or direct the work of others, or who is delegated authority by the owner to do so, whether at a fixed price or on a cost-plus basis, for doing any work.

Developer means any landowner, agent of such landowner, business owner, or tenant with the permission of such landowner, who makes or causes to be made a Development.

Development means any of the following activities on real property located within the corporate boundaries of the city:

- (1) The new construction of a facility for use by an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services are partially subject to gross receipts tax; or
- (2) The substantial expansion of an existing facility being used by an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services are partially subject to gross receipts tax. For purposes of this program, it shall not be necessary to meet any specified level or percentage of receipts that are subject to gross receipts tax. An establishment, place of business or a commercial activity need only show that a portion of its receipts are subject to gross receipts tax.

Eligible entity means an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services are partially subject to gross receipts tax. An entity is not required to meet any specified percentage of taxable receipts in order to be considered an eligible entity. Instead, the entity only needs to show that a portion of its receipts are subject to gross receipts tax.

Eligible project means a development that meets the requirements of section 2-15-040.

Facility means a building or structure that allows or makes possible a person to engage in some type of business or commercial activity.

Landowner means the legal or beneficial owner or owners of land including the holder of an option or contract to purchase (whether or not such option or contract is subject to any condition), a lessee if authorized under the lease to exercise the rights of the landowner, or other person having a proprietary interest in land.

Local employment means those laborers or skilled craftsmen who are residents of the County of Otero, New Mexico.

Local option gross receipts tax means a tax authorized to be imposed by a county or municipality upon the taxpayer's gross receipts and required to be collected by the department at the same time and in the same manner as the gross receipts tax.

Local subcontractors means only those located or having a principal office in Otero County.

Local vendors and suppliers means only those vendors or suppliers who are located or have a principal office in Otero County.

Structure means anything constructed or erected on the ground or attached to the ground.

(Ord. No. 1379, § 3, 10-12-10)

2-15-040. - Eligibility.

In order for a development to qualify for reimbursement under the GRIP, it must:

- (1) Demonstrate that the development involves the building of a structure, or the expansion or rehabilitation of an existing structure, for use by an eligible entity with a value in excess of fifty thousand dollars (\$50,000.00);
- (2) The contractor must have, or establish, and maintain a physical presence in the city sufficient to subject the development to local option gross receipts tax; and
- (3) The contractor must give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For purposes of determining eligibility, the value of the project shall be equal to the valuation assigned to a project by the construction industries division of the state regulation and licensing department pursuant to 14.5.5.10 NMAC for purposes of establishing a building permit fee.
- (4) Submit the application prior to either breaking ground, or the beginning of a remodel of an eligible project.

(Ord. No. 1379, § 4, 10-12-10; Ord. No. [1561](#), § 1, 1-30-18)

2-15-050. - Application procedure.

- (a) All GRIP reimbursement requests shall be made in writing on a form prescribed by the city. The applicant must show that the reimbursement is a deciding factor in the decision to

establish or expand the eligible entity in the city. All applications must be received prior to the project either breaking ground or the start of the remodel to be eligible for reimbursement.

- (b) Prior to entering into a GRIP agreement, the city commission shall receive and consider a recommendation from the city manager, or designee, said recommendation being based on the factors listed in section 2-15-060.
- (c) If the GRIP application is approved, the commission shall approve the agreement with the developer providing for the GRIP reimbursement payments by resolution.

(Ord. No. 1379, § 5, 10-12-10; Ord. No. [1561](#), § 2, 1-30-18; Ord. No. [1571](#), § 1, 7-17-18)

2-15-060. - Factors considered by city commission when considering reimbursement requests.

The following non-exclusive factors may be considered in determining whether to enter into a reimbursement agreement with an applicant, and if so, the percentage of value to be abated:

- (1) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the project;
- (2) The amount of local gross receipt taxes to be generated by the project;
- (3) The amount the property tax base valuation that will be increased as a result of the project;
- (4) The potential economic impact the project will provide to the local community;
- (5) The costs to be incurred by the city to provide facilities or services necessary to complete the project;

Each application for tax reimbursement shall be reviewed on its merits utilizing the factors provided above. After such review, a reimbursement request may be denied entirely or may be granted to the extent deemed appropriate after evaluation.

(Ord. No. 1379, § 6, 10-12-10)

2-15-070. - GRIP agreement.

Upon a finding that the development qualifies as a eligible project under the GRIP and is in the public interest, the city and the applicant shall enter into an agreement wherein the city will pay to the applicant up to one hundred (100) percent of the city's share of total gross receipts taxes directly attributable to the eligible project, less any amount dedicated to other special purposes, received by the city during the term of the agreement. The GRIP agreement shall include at least the following terms:

- (1) The applicant must report and pay gross receipts taxes on all receipts associated with the development that are subject to the gross receipts tax;
- (2) The applicant shall agree that its only recourse for payment of the GRIP reimbursement payments are those invoices submitted by the applicant which prove gross receipts taxes have been paid to the State of New Mexico for payment to the city

and that the city has no other liability of whatever kind, whether in law or equity, to the applicant;

- (3) A provision requiring the applicant, on at least a quarterly basis, and at applicant's cost, to allow the full examination by city or its designated representative(s) of all documents necessary for city to assure that best efforts have been used by applicant to utilize local labor, subcontractors, vendors and suppliers. The city will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the project to the terms of the GRIP agreement; and
- (4) The applicant shall agree to an acceptable means by which the city can administer compliance with the agreement, including any necessary audits of the applicant's books, accounts and financial transactions associated with the development.

(Ord. No. 1379, § 7, 10-12-10; Ord. No. [1571](#), § 2, 7-17-18)

2-15-080. - Payment.

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

- (1) For projects in which the expected reimbursement is anticipated to be in excess of ten thousand dollars (\$10,000.00) and less than one hundred thousand dollars (\$100,000.00), following approval of the GRIP agreement, applicant shall submit invoices paid in full on a monthly or quarterly basis, along with an invoice from applicant. The city shall have thirty (30) days to present a calculation to applicant for review. Following approval of the calculation, by both parties, the city shall have ten (10) business days to pay each submission.
- (2) For projects in which the expected reimbursement is anticipated to be less than ten thousand dollars (\$10,000.00) the applicant may either submit on a monthly or quarterly basis as above, or submit all invoices at the completion of the project. The timeline shall be the same as in 2-15-080(1).
- (3) For projects in which the expected reimbursement is anticipated to be in excess of one hundred thousand dollars (\$100,000.00), following approval of the GRIP application, the city manager and city attorney shall work with the applicant to come up with payment terms that are agreeable to both parties. Such agreement will still be passed by commission, and shall specify the time period to submit invoices, along with how and when payment is to be made to the applicant by the city.

(Ord. No. [1571](#), § 3, 7-17-18; Ord. No. [1595](#), 7-12-19)

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

2-15-090. - Sunset clause.

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

(Ord. No. 1379, § 9, 10-12-10; Ord. No. [1505](#), 12-11-15; Ord. No. [1595](#), 7-12-19)

DONE this _____ day of _____, 2020.

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: 3/10/2020

Report Date: 3/2/2020

Report No: 5.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, acceptance of Community Development Block Grant agreement from the New Mexico Department of Finance and Administration, Local Government Division, in the amount of \$500,000.00 to make ADA sidewalk improvements in designated areas of the City. (*Debbie Osborne, Grant Coordinator*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: The City will receive a grant award in the amount of \$500,000. The City will contribute the required match of \$50,000 and an additional \$756,305 leveraging funds.

Recommendation: Accept Community Development Block Grant agreement.

Background: In June, 2019, the City of Alamogordo applied to the New Mexico Department of Finance and Administration, Local Government Division, for a Community Development Development Block Grant to make ADA sidewalk improvements in a designated area of the City between 2nd and 8th Streets and Texas and New York Avenues. The City was subsequently granted an award in October, 2019.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT AGREEMENT

Project No. 19-C-NR-I-01-G-18

DUNS # 086854825
FAIN # B-19-DC-35-0001
CFDA # 14.228
CDBG FY 19 Award \$11,159,156.00
CDBG FY 19 Award Date 8/12/2019

THIS GRANT AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the "Division", and the City of Alamogordo, hereinafter referred to as the "Grantee", as of the date this Agreement is executed by the Division.

RECITALS

WHEREAS, on October 2, 2019, the New Mexico Community Development Council ("Council") approved the allocation of Community Development Block Grant ("CDBG") funds to the Grantee for the CDBG program; and

WHEREAS, the CDBG program is subject to all applicable Federal and State laws and regulations, including Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*), and regulations of the U.S. Department of Housing and Urban Development ("HUD") found at 24 CFR Part 570 (as now in effect and as may be amended from time to time); and

WHEREAS, this Agreement is made by and between the Division and the Grantee, in connection with the Division's administration of the CDBG program, and pursuant to the authority of 42 U.S.C. 5301 *et seq.* and 24 CFR Part 570, to memorialize the terms and conditions of the CDBG program and the grant of funds to the Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I - SCOPE OF WORK.

- A. The Grantee shall implement, in all respects, the Project Description, attached as Exhibit "1-A", and the Project Schedule, attached as Exhibit "1-B", both of which are incorporated by this reference as if set forth fully herein.
- B. The Grantee shall provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.
- C. The Grantee will adhere to all processes set forth in the CDBG Implementation Manual, which is available at the Division's website at:
http://www.nmdfa.state.nm.us/CDBG_Implementation_Manual.aspx ("CDBG Manual").

ARTICLE II - LENGTH OF GRANT AGREEMENT.

- A. The term of this Agreement shall be effective upon execution by the Division. It shall terminate on the date which is two years after the effective date of this Agreement, which is the Division Director's dated signature, unless earlier terminated pursuant to Article V.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Agreement cannot be brought to full completion within the time period set forth in paragraph A of this Article II, the Grantee may request an extension. Agreement extensions will be approved on a case by case basis and must be requested prior to the termination date set forth in paragraph A of this Article II. The Division may review the work accomplished to date and determine, in its sole discretion, whether there is sufficient need or justification to amend this Agreement to provide additional time for project completion.

ARTICLE III - REPORTS AND PROJECT CLOSEOUT.

- A. Progress Reports:
 - 1. To enable the Division to adequately evaluate the progress of the Agreement, the Grantee shall submit progress reports to the Division on a quarterly basis, with the due dates to be established by the Division. The progress reports shall be submitted on the form attached as exhibit "1-D" and shall contain a description of the work accomplished to date, the methods and procedures used, a detailed budget breakdown of expenditures to date, a statement of the impact of the project, and such other information as the Division may require.
 - 2. One copy of each progress report shall be submitted to the Division. Progress reports shall be due no later than 20 days after the end of each quarter during the term of this Agreement.
 - 3. The Division may require revisions or additional information to clarify progress reports.

- B. Final Report: The Grantee shall submit to the Division one copy of its Final Report, attached as exhibit "1-D-1", with its final Request for Payment, attached as exhibit "1-M", once the Division has determined that the project is complete. The Final Report shall include all of the information required for the progress reports as set forth in paragraph A of this Article III.
- C. Requests for Additional Information: At any time during the term of this Agreement and during the period of time during which Grantee must maintain records pursuant to Article VII, the Division, HUD or the New Mexico State Auditor may (i) request such additional documentation and information regarding Grantee's activities under this Agreement as they deem necessary to discharge their monitoring and compliance responsibilities, and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of work performed as well as Grantee's financial and other records concerning the CDBG program. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division (or other entity making the request) in the request. Requests made pursuant to this paragraph D are in addition to and not in lieu of the progress and final reporting described in paragraphs A through C of this Article III.
- D. Project Closeout: Project closeout will occur upon "substantial completion" of the Project. "Substantial Completion" is defined as all five of the following being accomplished, as determined by the Division in its sole discretion: 1) full and satisfactory completion of all work and services; 2) submission to the Division of the Grantee's architect/engineer's letter of final acceptance or certificate of substantial completion relating to the project ("Certificate of Completion") with all deficiencies corrected; 3) official acceptance by the Grantee of all contracted work or services; 4) receipt and approval by the Division of the final reporting referred to in paragraphs B and C of this Article III; 5) clearance by the Division of all monitoring findings; and 6) completion of all the checklists and documents as set forth in chapter 5 of the CDBG Manual. Reimbursements can be withheld from the Grantee until the Division has determined substantial completion has been achieved.

ARTICLE IV - GRANT AMOUNT AND METHOD OF PAYMENT.

- A. Amount of Grant: In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Division shall pay to the Grantee a sum not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00). The funds are to be expended in accordance with the budget attached as Exhibit "1-C", which is incorporated by this reference as if set forth fully herein, and in accordance with the purposes designated in Exhibit "1-A". Grantee's expenditure of these monies shall not deviate from the line items of said budget without the parties executing an amendment in accordance with Article V.
- B. Amount of Administrative Costs: No more than three percent of the Grant funds actually disbursed pursuant to this Agreement for allowable expenditures may be used by the Grantee for its actual and reasonable administrative costs. The maximum amount of administrative costs under this Agreement shall not exceed Fifteen Thousand Dollars and No Cents (\$15,000.00).

- C. The funds described in paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.
- D. All payments to Grantee will be made by the Division upon receipt of an official Request for Payment form, which must be accompanied by a transmittal letter and proper supporting documentation for all expenditures included in the Request for Payment. Requests for Payment may be disputed and withheld if, in the sole opinion of the Division, the Grantee has failed to fulfill its responsibilities under this Agreement. In cases of disputed Requests for Payment, the Grantee agrees that it alone is responsible to timely pay its contractors in compliance with the provisions of the Prompt Payment Act, NMSA 1978, Sections 57-28-1 *et seq.* ("Prompt Payment Act") and the agreements between the Grantee and such contractors.
- E. The Grantee will provide payment to contractors based upon eligible activities as described in exhibit "1-C". The Grantee understands and agrees that it alone is obligated to pay its contractor(s) in a timely manner consistent with the requirements of the Prompt Payment Act. The Grantee further understands and agrees that its obligation is independent of the Division's disbursement of Grant funds and that the Division is in no way responsible to make timely payments to contractors. The Grantee further understands and agrees that it will be responsible for any penalties or fines imposed upon the Division or attorney's fees incurred by the Division due to the Grantee's failure to comply with any provisions of the Prompt Payment Act.
- F. The Grantee further agrees, in compliance with NMSA 1978, Section 57-28-5(B) of the Prompt Payment Act, that the agreement between the Grantee and any contractor shall: 1) specifically provide in a clear and conspicuous manner for a payment within 45 days after submission of an undisputed request for payment; and 2) require the following legend to appear in clear and conspicuous type on each page of the plans including the bid plans and construction plans: "Notice of Extended Payment Provision: This contract allows the owner (Grantee) to make payment within 45 days after submission of an undisputed request for payment".
- G. The Grantee further agrees, in compliance with NMSA 1978, Section 57-28-5(C) of the Prompt Payment Act, that all construction contracts shall provide that contractors and subcontractors make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the eighth (8th) day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers.
- H. Pursuant to NMSA 1978, Section 57-28-8 of the Prompt Payment Act, ten days after the Certification of Completion is issued, (as defined in paragraph D of Article III), any amounts remaining due the contractor or subcontractor under the terms of the contract shall be paid upon the presentation of the following:
 - 1. A properly executed release and duly certified voucher for payment;

2. A release, if required, of all claims and claims of lien against the owner arising under and by virtue of the contract other than such claims of the contractor, if any, as may be specifically excepted by the contractor or subcontractor from the operation of the release in stated amounts to be set forth in the release; and
 3. Proof of completion.
- I. All CDBG expenditures shall be included in the Grantee's single audit for each fiscal year in which \$750,000 or more in federal funds are expended. Grantees are required to have an audit performed in accordance with Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200, Subpart F (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards—Audit Requirements), which begins at 2 CFR, Section 200.500. Grantees must submit the audit to the Division within 30 days of the date the audit is approved by the New Mexico State Auditor. The threshold of \$750,000 is effective in fiscal years beginning on or after December 26, 2014. CDBG must be listed in the Schedule of Expenditures of Federal Awards (SEFA) as a funding source. The Division retains the right to recover funds from the Grantee for any disallowed costs based on the results of any interim or the final audit.
- J. Requests for Paid Expenditures: If the Grantee is requesting reimbursement of expenditures it has already paid, and before the Division reimburses the Grantee for the expenditures, the Grantee's authorized signatory shall certify by signing and dating the Request for Payment form, which states that the expenditures are valid, and have been paid by the Grantee. In addition, actual receipts for the expenditures shall be appended to the Request for Payment form, which support the expenditures for which reimbursement is requested. Only expenditures for which there are actual receipts will be reimbursed by the Division.
- K. Requests for Unpaid Expenditures: If the Grantee is requesting payment of expenditures it has incurred but not yet paid, the Grantee must request and receive written approval from the Division to utilize this payment method. Once approved, the Grantee shall pay such expenditures within three business days of receipt of funds from the Division. The Grantee's authorized signatory shall certify by signing and dating the Request for Payment form, which states that the expenditures are valid. The Grantee shall submit with the request for payment form, the appropriate bank statements, deposit slips and cancelled checks documenting the receipt and disbursement of funds.
- L. Deficient Requests for Payment: The Division may disallow a Request for Payment, in whole or in part, in the event the Request for Payment is deficient. Examples of deficient Requests for Payment include the lack of required signatures, lack of required supporting documentation, computational errors, seeking reimbursement for unallowable costs, or questions concerning whether the reported expenditures are permissible under this Agreement and applicable law and regulations. If a Request for Payment is disallowed, in whole or in part, the Division shall return to the Grantee the disallowed Request for Payment and accompanying documentation, and will notify the Grantee in writing of the nature of the deficiency and what the Grantee must do to correct it.
- M. Withholding Payment for Proper Expenditures: The Division shall withhold ten percent of the total amount of the Grant funds until project closeout. The Division may also withhold payment in the event the Grantee has failed to comply with the terms and conditions of this Agreement or applicable law and regulations. In such event, the Division shall give Grantee notice in writing of

such failure and the actions Grantee must take to come into compliance. Payment shall be released upon Grantee's subsequent compliance.

- N. All Requests for Payment shall be received by the Division within 30 days after the Agreement's termination date. The Division reserves the right to allow an extension to this requirement provided there are mitigating circumstances deemed acceptable to the Division. Any reimbursements made to Grantee for items or services that are unallowable under the terms of this Agreement or applicable law and regulations shall be immediately returned to the Division. If any unexpended funds remain after the conditions of this Agreement have been satisfied or after the termination date, the unexpended funds shall revert to the Division for disposition by the Council.

ARTICLE V - SUSPENSION, TERMINATION AND MODIFICATION.

- A. In accordance with 24 CFR 85.43, the Division, by written notice to the Grantee, shall have the right to suspend or terminate this Agreement if, at any time, in the judgment of the Division, the Grantee materially fails to comply with any term of this Agreement. The Division may demand repayment of all or part of the funds disbursed to the Grantee upon termination due to non-compliance.
- B. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44.
- C. The terms and conditions of this Agreement can only be modified or changed by written amendment, executed by both the Division and Grantee. Any attempted oral modification of the terms and conditions of this Agreement shall be null and void and of no force or effect.

ARTICLE VI - COPYRIGHT AND PATENTS.

No report, map, or other document provided, in whole or in part, under this Agreement, shall be the subject of an application for copyright or patented by or on behalf of the Grantee.

ARTICLE VII - RETENTION OF RECORDS.

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, all records required to be maintained under Federal law and regulations, and such other records as the Division may prescribe. The Grantee shall be strictly accountable for all receipts and disbursements under this Agreement and maintain fiscal records related to the Agreement in accordance with generally accepted accounting principles. The Grantee shall make all relevant financial and other program records available to the Division, HUD, and the New Mexico State Auditor upon request and shall maintain all such records for a period of not less than six years following project closeout.

ARTICLE VIII - REPRESENTATIVES; NOTICE.

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project:

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

Grantee may change the Grantee Representative by giving the Division written notice of such change, in accordance with paragraph C of this Article VIII.

- B. The Division hereby designates the person listed below as the official Project Manager responsible for overall administration of this Agreement, including compliance and monitoring of Grantee:

Name: David Buchen
Title: Project Manager
Address: Suite 202, Bataan Memorial Building, Santa Fe, New Mexico 87501
Telephone: (505) 827-4948
E-mail: David.Buchen@state.nm.us

The Project Manager is the Division representative with the authority to approve on behalf of the Division all matters requiring Division approval under this Agreement. The Division may change the Project Manager by giving Grantee written notice of such change, in accordance with paragraph C of this Article VIII.

- C. Notices of suspension, termination, or any other matter under this Agreement shall be sent by e-mail, or regular mail addressed to the individual designated in or in accordance with paragraphs A and B of this Article VIII. In the case of notices sent by regular mail only, notices shall be deemed to have been given/received upon the date of the party's actual receipt or five calendar days after mailing, whichever shall first occur. A notice sent by e-mail only shall be deemed to have been given/received upon the date of the party's actual receipt.

ARTICLE IX - TERMS AND CONDITIONS.

Except to the extent HUD waives any Federal requirement or regulation, the Grantee shall abide by all applicable Federal and State laws, regulations and rules, policies, guidelines, and requirements with respect to the acceptance and use of Federal CDBG funds for this project, including but not limited to the following:

- A. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*).

B. The HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time).

C. Construction Project Requirements:

1. The funding assistance authorized hereunder shall not be obligated or utilized for any construction activities until the Grantee has submitted to the Division a Request for Release of Funds and the Division has issued to the Grantee the Authority to Use Grant Funds. The stated forms are included in the CDBG Manual.
2. The Grantee shall be responsible for assuring the Division that all plans and specifications and related addenda for construction projects comply with the Prompt Payment Act, and have been filed, reviewed and approved for adequacy and code and standards compliances by appropriate State agencies as may be required before a project is advertised for sealed construction bids. Evidence of any such filing, review and compliance shall be provided to the Division prior to bid advertisement. All subsequent change orders must be submitted to the Division for review and approval prior to execution.
3. Assistance from the State of New Mexico, Community Development Council, shall be acknowledged by project signs erected at the project site prior to and maintained during construction. Project signs shall include the "New Mexico Department of Finance and Administration" as the funding agency, the Governor's name, the Community Development Council members names, the name of the project's architect/engineer, the name of the project, the name of the Grantee, total cost of the project, and a listing of other financial participation by dollar amount from all sources. Project signs shall be weatherproof and shall be painted on one side with a background color of yellow with red lettering of $\frac{3}{4}$ " thick, not smaller than 4' x 6' nor larger than 4' x 8', marine-grade plywood. Each sign shall be mounted on two 4" x 4" posts, with the bottom of the sign at least four feet above grade. The sign shall be mounted level at the location designated by the Grantee. The Grantee shall remove the sign upon completion of the construction project.
4. Acknowledgment of funding assistance from the CDBG Program shall be included on any permanent signs, plaques or other displays at facilities constructed with grant assistance.

D. Reversion of Assets: The Grantee agrees that upon the expiration of this Agreement, the Grantee shall transfer to the Division any funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. The Grantee agrees that, upon expiration, any real property under the Grantee's control that was acquired or improved, in whole or in part, with CDBG funds (including in the form of a loan) in excess of \$25,000, shall continue to either: 1) be used to meet one of the national objectives in the Criteria for National Objectives, set forth at 24 CFR 570.208, until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the Division; or 2) if not used in accordance with 24 CFR 570.208, then the Grantee shall, at the time of the change in use, pay the Division an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the Division. No payment is required after five years after expiration of this Agreement,

or for such longer period as determined to be approved by the Division.

- E. Program Income: The Grantee shall comply with the program income requirements set forth at 24 CFR 570.504(c). In addition, at the end of the program year, the Division may require remittance of all or part of any program income balances (including investments thereof) held by the Grantee (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).
- F. Uniform Administrative Requirements: The Grantee shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.
- G. Other Program Requirements:
 - 1. The Grantee shall carry out each activity in compliance with all Federal laws and regulations described in subpart K of the HUD regulations (found at 24 CFR 570.600 – 614, as may be amended from time to time), including, but not limited to, regulations relating to:
 - (a) Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063 (§570.601);
 - (b) Section 109 of the Act (prohibiting discrimination)(§570.602);
 - (c) Labor standards (§570.603);
 - (d) Environmental standards (§570.604);
 - (e) National Flood Insurance Program (§570.605);
 - (f) Displacement, relocation, acquisition, and replacement of housing (§570.606);
 - (g) Employment and contracting opportunities (§570.607);
 - (h) Lead-based paint (§570.608);
 - (i) Use of debarred, suspended, or ineligible contractors or sub-recipients (§570.609);
 - (j) Uniform administrative requirements and cost principles (referencing OMB Super Circular Uniform Guidance 2 CFR Part 200)(§570.610);
 - (k) Conflict of interest (§570.611);
 - (l) Executive Order 12372 (relating to water or sewer facility projects)(§570.612);
 - (m) Eligibility restrictions for certain resident aliens (§570.613); and
 - (n) Architectural Barriers Act and the Americans with Disabilities Act (§570.614).
 - 2. Notwithstanding any provision in Section G(1) of this Article IX to the contrary:
 - (a) The Grantee does not assume the Division's environmental responsibilities described in 24 CFR 570.604; and
 - (b) The Grantee does not assume the Division's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- H. Conflict of Interest: The Grantee shall comply with the conflict of interest provision set forth in 24 CFR 85.36 of the HUD regulations. 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 Agreement, 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 under this Agreement. Further, the contractor shall cause to be incorporated in all of its subcontracts for work funded under this Agreement the language set forth in this paragraph prohibiting conflicts of interest.

- I. Hatch Act: The Grantee shall comply with the provisions of the Hatch Act, which limits the political activity of employees.
- J. Federal Reporting: The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award management (SAM) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR Part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR Part 170).
- K. Procurement: The Grantee shall comply with the HUD Procurement (24 CFR Part 85.36), New Mexico State Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 , and the purchasing regulations of the New Mexico General Services Department, State Purchasing Division.
- L. Compliance with New Mexico Administrative Code Rule: The Grantee shall comply with Rule 2.110.2 NMAC.
- M. Costs: The Grantee shall finance its share of the costs of the project, including all project overruns.
- N. Prior Approval: The Grantee shall submit all project-related contracts, subcontracts, agreements and subsequent amendments, funded in whole or in part with CDBG funds, to the Division for review and approval prior to execution. Disbursement of Grant funds is conditioned upon the Grantee's contracts, subcontracts and agreements complying with the requirements of Article IV of this Agreement. The Grantee shall provide the Division with any other project-related contracts, and agreements upon the Division's request.
- O. Compliance and Waivers: Except to the extent that the Division waives in writing any requirement contained therein, the Grantee shall abide by, and this Agreement incorporates all applicable provisions of, the Division's CDBG Manual, as it may be amended from time to time.

ARTICLE X - CERTIFICATIONS.

By signing this Agreement, the Grantee certifies the following requirements:

- A. Anti-Lobbying: To the best of the Grantee's knowledge and belief, the Grantee certifies that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraphs A(1) and (2) of this Article X be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- B. Local Needs Identification: The Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
- C. Special Assessments: The Grantee certifies that:
1. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, except that;
 2. An assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources; and
 3. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.
- D. Excessive Force: The Grantee certifies that it has adopted and is enforcing the following:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction

against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- E. Citizen Participation: The Grantee certifies that it has followed a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, and will continue to provide opportunities for citizen participation.
- F. Small Minority and Women's Business Enterprise: The Grantee certifies that it will, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered.
- G. Section 3: The Grantee certifies that it shall comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.
- H. Overall Benefit: The Grantee certifies that the aggregate use of the Grant funds shall principally benefit persons of low and moderate income in a manner that ensures that at least seventy percent (70%) of the amount is expended for activities that benefit such persons.
- I. Drug Free Workplace: The Grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about –
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the Grant be given a copy of the statement required by paragraph I(1) of this Article X;
 4. Notifying the employee in the statement required by paragraph I(1) of this Article X that, as a condition of employment under the Grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph I(4)(b) of this Article X from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within thirty calendar days of receiving notice under paragraph I(4)(b) of this Article X, with respect to any employee who is so convicted –
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs I(1) –(6) above.
- J. Compliance with Anti-discrimination Laws: The Grantee certifies that this Agreement will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
- K. Compliance with Laws: The Grantee certifies that it shall comply with applicable laws.
- L. Subawards to Debarred and Suspended Parties: The Grantee certifies that it shall comply with 24 CFR 85.35 in that it must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR part 2424.
- M. Local Needs Identification: The Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.

ARTICLE XI - GENERAL ASSURANCES:

The Grantee represents and warrants that:

1. It has the legal authority to receive and expend the Grant funds and execute a CDBG program;
2. This Agreement has been duly authorized by the Grantee's governing body, 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.

3. This Agreement and the Grantee's obligations under this Agreement do not conflict with any law applicable to the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

ARTICLE XII - ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Grantee and the Division. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them, other than what is herein set forth.

ARTICLE XIII - APPROPRIATIONS.

The Division's performance and liability under this Agreement is contingent upon sufficient authority and appropriations being granted to the Division by HUD and the Council.

ARTICLE XIV - GOVERNING LAW.

This Agreement shall be construed and governed by the substantive laws of the State of New Mexico, without giving effect to its choice of law rules, and applicable Federal laws and regulations.

ARTICLE XV – LIABILITY.

Each party shall be solely responsible for its own liability under this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*

[This space intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Agreement as of the date of signature by the Division below.

THIS GRANT AGREEMENT has been approved by:

City of Alamogordo

Chief Elected Official/Authorized Signatory

Date

Type or Print Name

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Donnie Quintana, Division Director

Date

EXHIBIT 1-A**PROJECT DESCRIPTION****GRANTEE NAME** City of Alamogordo**PROJECT NUMBER** 19-C-NR-I-01-G-18**GRANT AMOUNT** \$500,000.00**PROJECT DESCRIPTION**

The City of Alamogordo, NM, located in Otero County, will plan, design and construct ADA-compliant sidewalks, ramps and aprons to City blocks that include New York Avenue to Texas Avenue blocks going east to west and 2nd Street and 8th Street blocks going north to south. This area of the City has a large number of missing curb ramps, non-compliant sidewalks and driveway aprons and gaps in sidewalks. The project location is at approximately 32.898869 latitude and 105.944954 longitude. Construction staking and surveying will be performed. MUTCD compliant project-wide traffic control will be furnished and provided along with mobilization. The construction activities will include, but are not limited to, removal of existing curb/gutter and concrete flatwork, 6/8-inch subgrade preparation, 6-inch base course and installation of new curb/gutter, 4-inch concrete and 6-inch reinforced concrete. Approximately 8,252 square yards of 4-inch concrete and 1,662 square yards of 6-inch concrete will be poured. Additionally, approximately 4,095 linear feet of curb/gutter will be constructed and 1,060 square feet of tactile warning surface (truncated dome CIP plate) will be installed.

NATIONAL OBJECTIVE (from DFA/LGD approved survey)

This project will benefit 7,960 total beneficiaries of which 100 % are Low and Moderate Income (LMI).

CASH MATCH and LEVERAGING (from 2014 CDBG Application)

The City of Alamogordo will provide a 10 % Cash Match of \$50,000.00 in addition to \$756,305.00 in leveraging.

EXHIBIT 1-B													PROJECT SCHEDULE															
Grantee Name: City of Alamogordo		Project Start Date 3/1/2020											Project Completion Date 3/1/2022															
CDBG Project Number: 19-C-NR-I-01-G-18																												
Project Description		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		1st Quarter										
Construction of Sidewalks, Ramps and Aprons ADMINISTRATION/PROFESSIONAL SERVICES		Year: 2020											Year: 2021											Year: 2022				
Milestones:		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
1. Organize and Set Up Files			XXXX																									
2. Set Up CDBG Accounting				XXXX	XXXX	XXXX																						
3. Complete Environmental Review Record				XXXX	XXXX	XXXX																						
4. Prepare RFP/Notice for Professional Services				XXXX	XXXX	XXXX																						
5. LGD Review/Approval of Engineering Agreement and Related Documents							XXXX																					
DESIGN:		Year: 2020													Year: 2021										Year: 2022			
Milestones:																												
6. Complete Plans/Specs and Bid Documents								XXXX	XXXX	XXXX	XXXX																	
7. LGD Review/Approval of Plans/Specs and Bid Documents												XXXX																
8. Publish Bid Notice and Award Prime Contract													XXXX	XX														
9. LGD Review/Approval of Prime Contract & Related Documents														XX	XX													
CONSTRUCTION/CLOSEOUT		Year: 2020													Year: 2021										Year: 2022			
Milestones:																												
10. Pre-Construction Conference														XX														
11. Issue Notice to Proceed														X	XXXX													
12. Construction																XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX				
13. Final Inspection/Closeout																								XXXX	XXXX	XXXX	XXXX	

Entity Name:	City of Alamogordo	☒ Grant Agreement	CDBG Amount:	\$500,000.00
CDBG Project Number:	19-C-NR-I-01-G-18	☐ Grant Amendment	Other Amount:	\$ 806,305.00

Project Cost Activities	Project Funding Sources			Total Project Cost	
	CDBG Funds	Other Sources			
		Cash Match	Leverage		
Architect/Engineer	\$ 50,000.00	\$ 50,000.00		\$ 100,000.00	
Inspection (Testing)			\$ 20,000.00	\$ 20,000.00	
Construction	\$ 450,000.00		\$ 736,305.00	\$ 1,186,305.00	
Totals	\$ 500,000.00	\$ 50,000.00	\$ 756,305.00	\$ 1,306,305.00	

EXHIBIT 1-D

QUARTERLY PROGRESS REPORT

Grantee Name:

CDBG Grant Number:

Grant Execution Date:

Grant Expiration Date:

1. Quarterly Accomplishments

CDBG Grantee's are required to report progress on their respective projects throughout the life of their grant (grant execution through closeout). Grantees must report on a quarterly basis and reports must be submitted within 20 days of the end of the quarter.

Reporting Deadlines:

<u>Quarters</u>	<u>Due Date</u>
Q1: January – March	April 20 th
Q2: April – June	July 20 th
Q3: July – September	October 20 th
Q4: October – December	January 20 th

A. The reporting period for this report is 20

B. Describe Tasks/Goals/Milestones accomplished during this quarter (include dates):

C. Describe any problems encountered or delays experienced during this quarter (if applicable). Also describe actions needed to resolve this (these) issue(s):

2. Quarterly Contracting Activity

CDBG Grantee's are also required to submit timely reports regarding contracts paid for (whole or in part) using federal funds, which include CDBG). This requirement is accomplished by submitting the "Contractor/Subcontractor Activity Report (Exhibit 1-E)". The document must be completed (or updated) after each subsequent contract. If a contract is executed during the quarter, Exhibit 1-E must be submitted with its corresponding progress report. Instructions for completing can be found in Exhibit 1-E-1.

A. The reporting period for this report is , 20

B. Were any of the following contracts executed during this period?:

	Yes	No	N/A
a. Administrative Services	☐	☐	☐
b. Architect/Engineer Services	☐	☐	☐
c. Construction	☐	☐	☐
d. Construction (Subcontractors if applicable)	☐	☐	☐

C. If "Yes" to any of the above? (If "No" or "Not applicable", proceed to "3.")

☐ Yes

a. Exhibit 1-E submitted with progress report? ☐ Yes ☐ No

☐ No (Proceed to "3.")

3. Quarterly Federal Spending Activity

Federal spending demonstrates project progress both to DFA/LGD and HUD, so Grantees should utilize federal funds on a regular basis throughout the life of the grant. Projects not containing financial activity are considered "Slow Spenders" in the federal database which can jeopardize funding. To avoid being a Slow Spender, Grantees should not go more than 9 consecutive months without federal spending at any time during the project.

A. Grant Execution Date:

B. Has the Grantee expended CDBG dollars within 9 months of the grant execution?

☐ Yes ☐ No ☐ Not Applicable

a. If "Yes", how many months have passed since grant execution? months
(If "No" or "Not applicable", proceed to "C.")

C. Has more than 9 months passed since the most recent reimbursement for federal dollars?

☐ Yes ☐ No ☐ Not Applicable

a. If "Yes", how many months have passed since last pay request? months
(If "No" or "Not applicable", proceed to "4.")

4. Quarterly Local Spending Activity

Local spending also demonstrates project progress at the local level as well as DFA/LGD, however, HUD does not recognize these expenses until the project has been closed. Nevertheless, it is important to capture local spending activity during the reported quarter. Two documents are used to capture local spending during the quarter:

- *“Request for Reimbursement/Financial Status Report” (Exhibit 1-M)*

Used to request reimbursement as well as report local spending (Exhibit 1-Ms submitted without a request for reimbursement are assumed to be a “Financial Status Report”).

- *“Cash Match/Leveraging Tracking Sheet” (Exhibit 1-J)*

Used to recognize and chronologically organize local expenditures. This document can be considered the “cover page” and should be accompanied by supporting financial documentation (invoices, pay applications, proof of payment, etc.)

A. Has the Grantee expended any non-CDBG dollars during this quarter?

☐ Yes

a. Exhibit 1-M submitted with progress report?

Yes No

☐ ☐

b. Exhibit 1-J submitted with progress report?

☐ ☐

☐ No (If "No", proceed to "5")

5. Section 3

The Section 3 Summary Report (HUD 60002 / Exhibit 1-U) is required to be submitted with the Q4 quarterly report (October-December, due January 20 of the following year). Section 3 reports on economic opportunities for low- and very-low income persons as the result of federal funding. CDBG Grantees must complete this form as it pertains to the Grantee’s hiring of Section 3 residents and businesses resulting from this CDBG project. The form consists of hiring and training Grantee employees, contracts awarded to businesses and Grantee efforts made toward benefiting economically disadvantaged persons (page 3 of the document has step-by-step instructions).

A. Is this report covering Q4 (October-December)?

☐ Yes

a. HUD 60002 / Exhibit 1-U submitted with progress report?

Yes No

☐ ☐

☐ No (If "No", proceed to "6")

6. Overview of Project Progress

Deadlines for completion of the project have been identified in the CDBG grant agreement. The purpose of comparing scheduled completion dates and action completion dates are to keep the project on schedule and identify opportunities for improvement.

Grantee Project Overview	Scheduled	Completed
Adopt federal and procurement plan requirements		
Set up CDBG accounting (Authorized signatories, CDBG bank account, fidelity bond)		
Environmental determination by LGD		
Environmental completed and submitted to LGD		
LGD issues "authority to use grant funds" (after 15 day public comment period)		
Submit RFP for professional services to LGD for approval		
LGD approves RFP		
Collect RFPs for professional services		
Execute contract with architect/engineer; submit to LGD		
LGD concurrence on architect/engineer contract		
Design project, complete plans, specs and bid docs		
Submit plans, specs and bid docs to project-specific agencies		
Submit plans, specs and bid docs to LGD with agency approval(s)		
LGD approves plans, specs and bid docs		
Collect construction bids and award contract		
Pre-construction conference and notice to proceed		
Construction start date		
% of construction work complete	%	0%
Construction completion date		
LGD closeout monitoring review and on-site inspection		
Complete closeout checklist and submit final pay request		

Certification

I hereby certify that the information contained in this progress report is correct and true to the best of my knowledge.

Signature of Grantee Representative

Signature of Grantee Authorized Signatory

Date

Date

NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT
Request for Payment/Financial Status Report
Exhibit 1-M

Payment Request Number: _____

I. A. Grantee: _____
 B. Bank Name _____
 Bank Address _____
 (Physical & Mailing) _____
 C. Grantee Phone Number: _____
 D. Account No. _____
 E. Routing No. _____
 F. Grant No. _____

II. Payment Computation:
 A. Grant Award \$0.00
 B. Funds Received to Date \$0.00
 C. Requested this Payment \$0.00
 D. Grant Balance \$0.00

III. Report Period Ending _____

Budget Categories	Approved Budget			Expenditures This Request			Expenditures to Date		
	Grant Funds	Match Funds	Total Budget	Grant Funds	Match Funds	Total Expenditures	Grant Funds	Match Funds	Total Expenditures
Administration (Contractual)			\$0.00			\$0.00			\$0.00
Architect/Engineer			\$0.00			\$0.00			\$0.00
Other Professional			\$0.00			\$0.00			\$0.00
Inspection (Testing)			\$0.00			\$0.00			\$0.00
Property Acquisition			\$0.00			\$0.00			\$0.00
Property Rehabilitation			\$0.00			\$0.00			\$0.00
Construction			\$0.00			\$0.00			\$0.00
TOTALS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

IV. CERTIFICATION: Under penalty of law, I hereby certify that to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation attached for this payment request are true and correct copies of the originals.

Authorized Signatory _____ Date _____

Authorized Signatory _____ Date _____

Print or Type Name _____

Print or Type Name _____

* Both local level signatures must match depository/signature card.

** Authorizing official is not authorized to sign Request for Payment/Financial Status Report.

(DFA Local Government Division Use Only)

Division Fiscal Officer _____ Date _____

Division Project Representative _____ Date _____

Aug-14

EXHIBIT 1-D-1

FINAL REPORT

CDBG Final Report

1. List other public/private funds used in conjunction with this project:

Public _____ Private _____ In-Kind _____

2. State/national objectives the project addresses: <Select National Objective>

If project addresses multiple objectives explain:

3. Indicate Project Impact by providing the following information, if applicable:

	Projected	Actual
Number of Housing Units Rehabilitated	_____	_____
Number of Jobs Created	_____	_____
Number of Jobs Retained	_____	_____
Number of Persons Served by Community Facilities	_____	_____

a. Type of Facility _____

b. Number of Facilities _____

4. a. Provide the total number of direct beneficiaries of this project:

Projected # _____ Actual # _____

Projected Minorities (if available) # _____ Actual Minorities (if available) # _____

- b. Indicate the number of low/moderate income persons benefiting from this project:

Total LMI beneficiaries = _____

Total Minority LMI beneficiaries (if available) = _____

- c. Indicate the percentage of low/moderate income persons benefiting from this project:

(total # LMI beneficiaries / actual # beneficiaries) = 0.00%

[(total # minority beneficiaries / actual # beneficiaries), if available] = 0.00%

- d. Indicate the dollar amount of funds directly benefiting low/moderate income persons:

(total amount of CDBG funding X percentage of LMI beneficiaries) = \$ _____

[(total amount of CDBG funding X percentage of minority LMI beneficiaries), if available] =

\$ _____

CDBG Final Report

4. e. Total number of direct beneficiaries:

1. Ethnicity:

- (a) Hispanic or Latino # _____
(b) Not Hispanic or Latino # _____

2. Race:

- (a) American Indian or Alaskan Native # _____
(b) Asian # _____
(c) Black or African American # _____
(d) Native Hawaiian or
Other Pacific Islander # _____
(e) White # _____
(f) American Indian or
Alaska Native and White # _____
(g) Asian and White # _____
(h) Black or African American
And White # _____
(i) American Indian or Alaska Native
And Black or African American # _____

3. Gender:

- (a) Male # _____
(b) Female # _____
(c) Female-Head of Household # _____

5. Indicate the amount of CDBG money used in the following categories.

	Projected	Completed
Community Infrastructure	_____	_____
Housing Rehabilitation	_____	_____
Public Service Capital Outlay	_____	_____
Economic Development	_____	_____
Administration (Planning Technical Assistance)	_____	_____

CDBG Final Report

6. Based on the applicable national objective(s) identified in question #2, how did this project meet this requirement? Describe the need and impact of this project on the community as a whole and specifically on the LMI beneficiaries. Attach additional sheets if necessary.

7. Did any wage and/or overtime violations occur at any time during the grant?

☐ Yes

☐ No (skip to #8)

1. If "Yes", have all documents pertaining to wage/overtime violations been submitted to DFA/LGD?

☐ - Final Wage Compliance Report (Exhibit 4-R)

☐ - Employee Restitution Receipt(s) (Exhibit 4-R-1)

☐ - Federal and State Wage Violation Tracking Sheet (Exhibit 4-R-2)

☐ - UPDATED Contractor and Subcontractor Activity Form (Exhibit 1-E)

☐ - Overtime Violation Report (Exhibit 4-Q) [if applicable]

8. Grant Monitoring

	<u>Yes</u>	<u>N/A</u>
Was an annual monitoring conducted by DFA/LGD for this project?	☐	☐

	<u>Yes</u>	<u>No</u>
Was a closeout monitoring conducted by DFA/LGD for this project?	☐	☐

Certification

Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information contained in this report is correct and true.

Signature of Grantee Representative

Signature of Chief Elected Official

Date

Date

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2020

Report Date: 3/2/2020

Report No: 6.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, approval to submit a grant application to the Corporation for National and Community Service for a September 11th Day of Service and Remembrance grant. *(Debbie Osborne, Grant Coordinator)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Grant award in the amount of \$20,000-\$200,000. No match required.

Recommendation: Approve submission of September 11th Day of Service and Remembrance grant application.

Background: The Corporation for National and Community Service is offering a September 11th Day of Service and Remembrance grant. Currently, the City has the stair climb at the Space Museum to honor the day. This grant will provide an opportunity to expand observance of September 11th. The Community Services, Police and Fire departments met to explore possible activities and volunteer opportunities that the City can undertake to remember September 11th. Ideas included involving Alamogordo school children, NMSU-A students, senior citizens and Veterans in various activities. The amount of funding requested can range from \$20,000 to \$200,000 depending on event expenses. Matching funds are not required.

NOTICE OF FUNDING OPPORTUNITY

Federal Agency Name:	Corporation for National and Community Service
Funding Opportunity Title:	FY 2020 Day of Service Grants
Announcement Type:	Initial Announcement
CFDA Number:	94.014 – Martin Luther King Jr. Day of Service 94.012 – September 11th Day of Service and Remembrance

Disclosure: Publication of this Notice of Funding Opportunity (Notice) does not obligate the Corporation for National and Community Service (CNCS) to award any specific number of grants or to commit any particular amount of funding. The 2020 President’s Budget proposed the elimination of CNCS. The actual level and timing of grant funding will be subject to the availability of annual appropriations.

Important Dates

- Applications are due **March 25, 2020 by 5:00 p.m. Eastern Time.**
- Successful applicants will be notified in June 2020.

FULL TEXT OF THE NOTICE

A. PROGRAM DESCRIPTION

1. Purpose of Day of Service Funding

The mission of CNCS is to improve lives, strengthen communities, and foster civic engagement through service and volunteering. Through AmeriCorps, Senior Corps, and the Volunteer Generation Fund, CNCS has helped to engage millions of citizens in meeting community and national challenges through service and volunteer action.

The Day of Service grant competition includes funding for both September 11th Day of Service and Remembrance (September 11th) and Martin Luther King Jr. Day of Service (MLK). Applicant organizations may apply for either September 11th, MLK, or both. Applicants must submit a separate application for each Day of Service. Applicants may not submit more than one application for each Day of Service.

The purpose of the September 11th grant funding is to mobilize more Americans to engage in service and remembrance activities that meet community needs and honor the sacrifice of those who lost their lives on September 11, 2001, or who rose in service because of that tragedy.

The purpose of the MLK grant funding is to mobilize more Americans to observe the Martin Luther King Jr. federal holiday as a day of service in communities, to encourage those who serve on this holiday to make a long-term commitment to community service, and to bring people together to focus on service to others.

2. Funding Priorities

CNCS is looking for applications that feature major activities occurring on September 11th or MLK Day in 2021 as applicable or within approximately one week of the actual Day, and engage a significant number of volunteers. In order to carry out Congress's intent and to maximize the impact of investment in national service, this Day of Service Notice prioritizes grant funding in distinct areas for September 11th and MLK.

For September 11th, CNCS will give priority consideration to applications that include a central focus on:

- engaging and supporting Veterans and Military Families in September 11th National Day of Service and Remembrance activities
- developing educational materials, educating and engaging youth in service to honor September 11th National Day of Service and Remembrance
- training volunteers who make a commitment for future service
- preparing communities for disasters.

For MLK, CNCS will give priority consideration to applications that include a central focus on:

- providing support and/or facilitating access to services and resources for economically disadvantaged people
- training volunteers who make a commitment for future service.

To receive priority consideration, applicants must show that the priority area is a significant part of the program focus and intended outcomes, and must include a high-quality program design.

Please note that priority consideration does not guarantee funding.

3. Performance Measures

All recipients will be required to provide data on the following indicators in annual Progress Reports:

- Number of volunteers recruited, trained, and committed to one or more future service activities
- Number of organizations engaged and committed to one or more future service activities that honor and reflect MLK or September 11th.

Additionally, recipients must report values for all indicators that are relevant to the activities described in the approved grant application in annual progress reports. CNCS expects the reported values to be reasonably ambitious and to correspond to the activities proposed by the recipient in the application.

4. Program Authority

Awards under this Notice are authorized by statute. For September 11th, Section 198(k) of the National and Community Service Act, ([42 U.S.C. § 12653\(k\)](#)). For MLK, Section 198(i) of the National and Community Service Act, ([42 U.S.C. § 12653\(i\)](#)).

B. FEDERAL AWARD INFORMATION

1. Estimated Available Funds

CNCS anticipates approximately \$2,200,000 for Day of Service awards. The actual level of funding is subject to the availability of annual appropriations. CNCS may prioritize continuations over new and recompetite applications.

2. Estimated Award Amount

Award amounts will vary, as determined by the scope of the projects. CNCS encourages funding requests in the range of \$20,000 to \$200,000, but there is no minimum or maximum amount under this Notice. CNCS reserves the right to fund requests, in full or part, and may fund either MLK or September 11th applications, or may fund both MLK and September 11th applications from individual applicants. Specifics will be resolved through the clarification process as applicable.

3. Project Period

CNCS anticipates making three-year grant awards. CNCS generally makes an initial award for the first year of operation, based on a one-year project period. Continuation awards for subsequent years are not guaranteed; they depend upon availability of appropriations and satisfactory performance.

4. Type of Award

Day of Service grants will be awarded on a cost reimbursement basis. This Notice allows applicants to act as pass-through entities, subgranting organizations, partnership coordinators, or as the sole entity implementing Day of Service activities.

Pass-through entities must select subrecipients on a competitive basis through a subgrant. Acting as a pass-through entity (subawarding) is not required. Pass-through applicants should clearly describe their plan for subawarding in their application narrative.

Subawards are to be made in annual amounts of \$1,000 or more per year. CNCS encourages Day of Service grant recipients that intend to award larger subawards, to do so to subrecipients that show higher levels of impact and effectiveness.

Recipients should provide sufficient public notice of the availability of Day of Service subawards to organizations within their network and out of their network community. Pass-through entities and subgranting organizations will ensure that the following information is available to all potential applicants:

- the types of organizations that are eligible for funding
- how to obtain and submit an application to the subawarding organization (subapplicants should apply to the Day of Service recipient and not to CNCS)
- the criteria (including appropriate subcriteria) that will be considered in reviewing applications
- any relative percentages, weights, or other means that will be used to distinguish applications
- reporting requirements of subrecipients.

Applicants may also apply to this Notice with a partner organization(s) and a partnership plan. Partners must be named in the application in the Organizational Capability narrative section at the time the application is submitted to CNCS, and the partnership plan should clearly identify how the partnership is structured to carry out the project and grant requirements.

C. ELIGIBILITY INFORMATION

1. Eligible Applicants

The following non-federal entities (as defined in [2 CFR §200.69](#)) are eligible to apply:

- Indian tribes ([2 CFR §200.54](#))
- institutions of higher education ([2 CFR §200.55](#))
- local governments ([2 CFR §200.64](#))
- nonprofit organizations ([2 CFR §200.70](#))
- states ([2 CFR §200.90](#)),

In addition to Indian tribes as defined in 2 CFR 200.54, tribal organizations that are controlled, sanctioned, or chartered by federally recognized Indian tribes are also eligible to apply. If an entity applies for an award as a tribal organization that is controlled or chartered by one or more Indian tribes, the organization must provide copies of, or links to, documentation which demonstrates that the organization is controlled or chartered by a federally recognized Indian tribe. If an entity applies as an organization sanctioned by a federally recognized tribe, or multiple specific federally recognized tribes, it must submit a sanctioning resolution, adopted by the Tribal Council (or comparable tribal governing body) of each Indian tribe. The resolution(s) must identify the entity applying for a CNCS award by name as a tribal organization that is sanctioned, the Indian tribe(s) for the purpose of applying for CNCS funding (or federal grant funds generally).

New Applicants

CNCS encourages organizations that have not received prior funding from CNCS to apply.

2. Cost Sharing or Matching

For MLK projects only, federal grant funds requested may not exceed 30 percent of the total program budget. Applicants are required to match funds equal to 70 percent of the total program budget. The applicant's match can be cash and/or in-kind contributions matching funds. See section D.6. Funding Restrictions for more information.

For example, if an MLK applicant requests \$60,000 in federal grant funds, then the applicant is required to provide \$140,000 in matching funds for a total program budget of \$200,000.

For September 11th, there is no requirement that the grant applicant provide matching funds.

3. Other Eligibility Requirements

Activities that are prohibited under CNCS's statutes, regulations, or the terms and conditions will not be selected to receive CNCS funding.

Note that under appropriations provisions annually enacted by Congress, if CNCS is aware that any corporation has any unpaid federal tax liability—

- that has been assessed
- for which all judicial and administrative remedies have been exhausted or have lapsed
- that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability—

that corporation is not eligible for an award under this Notice. However, this exclusion will not apply to a corporation which a federal agency has considered for suspension or debarment and has made a determination that suspension or debarment is not necessary to protect the interests of the federal government.

Pursuant to the Lobbying Disclosure Act of 1995, an organization described in the [Internal Revenue Code of 1986, 26 U.S.C. 501 \(c\)\(4\)](#) that engages in lobbying activities is not eligible to apply for CNCS funding.

D. APPLICATION AND SUBMISSION INFORMATION

This Notice should be read together with the Application Instructions. These documents are available online at www.nationalservice.gov/dayofservice.

1. Address to Request an Application Package

Applicants should refer to [CNCS Funding Opportunities](#) for more information and instructions on how to fully respond to this Notice. Applicants can also send an email to dayofservice@cns.gov for a printed copy of the Notice and Application Instructions. CNCS also offers live text chat at www.NationalService.gov/contact-us.

2. Content and Form of Application Submission

a. Application Content

Complete applications must include the following elements:

- Standard Form 424 (SF-424) Face Sheet: This is automatically generated when applicants complete the data elements in the eGrants system.
- Narrative Sections:
 - Executive Summary: This is a brief description of the proposed program.
 - Program Design
 - Organizational Capability
 - Cost-Effectiveness & Budget Adequacy
- Standard Form 424A Budget
- Authorization, Assurances, and Certifications.

b. Page Limits

Applications may not exceed ten double-spaced pages as the pages print out from eGrants. The application sections that count towards the page limit are the:

- SF-424 Face Sheet
- Executive Summary
- Program Design, Organizational Capability, and Cost-Effectiveness & Budget Adequacy narratives.

The application page limit does not include the Budget, Performance Measures, or any required additional documents.

Please note that the length of the application as a word processing document may differ from the length of the document printed out from eGrants. **CNCS strongly encourages applicants to print out the application from the “Review and Submit” tab in eGrants prior to submission in order to confirm that the application does not exceed the page limit.**

CNCS will not consider the results of any alternative printing methods when determining if an application complies with the page limit. Reviewers will also not consider material that is over the page limit, even if eGrants allows applicants to enter and submit additional text.

3. Dun and Bradstreet Universal Numbering System (DUNS) and System for Award Management (SAM)

Applications must include a DUNS number and an Employer Identification Number. The DUNS number does not replace an Employer Identification Number. Applicants can obtain a DUNS number at no cost by calling the DUNS number request line at (866) 705-5711 or by applying online at the [DUNS Request Service](#). CNCS recommends registering at least 30 days before the application due date.

After obtaining a DUNS number, all applicants **must** register with the System for Award Management (SAM) at <https://www.sam.gov/SAM/> and maintain an active SAM registration until the application process is complete. If an applicant is awarded a grant, it must maintain an active SAM registration throughout the life of the award. Please note SAM.gov has a new login process. Please go to the General Services Administration [\(GSA\) SAM Update](#) page for more information: <https://www.sam.gov/SAM/>.

SAM registration must be renewed annually. CNCS suggests that applicants finalize a new registration or renew an existing one at least three weeks before the application deadline, to allow time to resolve any issues that may arise. **Applicants must use their SAM-registered legal name and address on all grant applications to CNCS.**

CNCS will not make awards to entities that do not have SAM and DUN numbers. See the SAM Quick Guide for Grantees at:

[https://sam.gov/SAM/transcript/Quick Guide for Grants Registrations.pdf](https://sam.gov/SAM/transcript/Quick%20Guide%20for%20Grants%20Registrations.pdf).

4. Submission Dates and Times

a. Application Submission Deadline

Applications are due **March 25, 2020 by 5:00 p.m. Eastern Time.**

CNCS will not consider applications submitted after the deadline, except as noted in Section *D.4.c. Late Applications*. CNCS reserves the right to extend the submission deadline. CNCS will post a notification in the event of an extended deadline on CNCS’s website.

b. Additional Documents Deadline

Additional documents are due by the application submission deadline. See *Sections D.4.a. Application Submission Deadline* and *D.7.b. Submission of Additional Documents* for more information.

c. Late Applications

All applications received after the submission deadline published in this Notice are presumed to be non-compliant. To overcome this presumption, the applicant must:

- submit a written explanation or justification of the extenuating circumstance(s) that caused the delay, including:
 - the timing and specific cause(s) of the delay
 - the ticket number if a request for assistance was submitted to the National Service Hotline
 - any information provided to the applicant by the National Service Hotline
 - any other documentation or evidence that supports the justification
- ensure that CNCS receives the written explanation or justification and any other evidence that substantiates the claimed extenuating circumstance(s), via email to LateApplications@cns.gov no later than 24 hours after the application deadline stated in the Notice.

Communication with CNCS staff, including an applicant's program officer/portfolio manager, is not a substitute for a written explanation or justification of the extenuating circumstance that caused the delay as outlined above. Applicants are required to continue working in [eGrants](#), [CNCS's web-based application system](#) and with the National Service Hotline to submit the application. CNCS will determine whether or not to accept a late application on a case-by-case basis.

Applicants that do not meet the application submission deadline, and do not submit a written explanation or justification or any other evidence to overcome the presumption of non-compliance within the published timeframe, will not be reviewed or selected for award.

Please note: CNCS will *not* consider an advance request to submit a late application. Please carefully review and follow the guidance in this section and submit your application as soon as possible.

5. Intergovernmental Review

This Notice is not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs."

6. Funding Restrictions

a. Award Funding Requirements

MLK awards under this Notice are subject to cost share or matching requirements. For MLK, the amount of federal funding provided under awards will be limited to 30 percent of the total allowable costs for the funded activity, as determined under [2 CFR Part 200, Subpart E-Cost Principles](#).

There are no cost share or matching requirements for September 11th awards.

There are also limitations on the use of federal funds to recover indirect costs. As provided in [2 CFR 200.306\(c\)](#), unrecovered indirect costs may be included as part of an applicant's cost sharing or matching requirements.

Applicants who will be pass-through entities must include in their subawards terms and conditions that will ensure that the pass-through entity's award under this Notice will comply with the cost share and matching requirements. See [2 CFR 200.331\(a\)\(2\)-\(4\)](#) and [2 CFR 200.74](#).

b. Indirect Costs

Application budgets may include indirect costs. Based on qualifying factors, applicants may either use a federally-approved indirect cost rate, a 10 percent *de minimis* rate of modified total direct costs, or may claim certain costs directly, as outlined in [2 CFR § 200.413](#). States, local governments, and Indian tribes may use previously-approved indirect cost allocation plans. All methods must be applied consistently across all federal awards. Applicants that have a federal negotiated indirect cost rate or that will be using the 10 percent *de minimis* rate must enter that information in the Organization section in eGrants.

The instructions for how to enter the organization's indirect cost rate can be located here: [eGrants Indirect Cost Rate User Instructions](#).

Please note: If CNCS serves as the cognizant agency, the applicant must file a request. To file a request, send an email to IndirectCostRate@cns.gov.

c. Pre-Award Costs

Pre-award costs, where authorized, are allowed after receiving written approval from the Office of Grant Administration.

7. Other Submission Requirements

a. Electronic Application Submission in eGrants

Applicants must submit applications electronically via [eGrants, CNCS's web-based application system](#). CNCS recommends that applicants create an eGrants account and begin the application at least three weeks before the deadline. Applicants should draft the application as a Word document, then copy and paste the text into the appropriate eGrants field no later than 10 days before the deadline.

The applicant's authorized representative must be the person who submits the application. The authorized representative must use their own eGrants account to sign and submit the application. A copy of the governing body's authorization for this official representative to sign must be on file in the applicant's office.

Applicants should contact the National Service Hotline at (800) 942-2677 or via [eGrants Questions](#) if they have a problem when they create an account, prepare, or submit the application. National Service Hotline hours are

- Mon - Fri, 9 am – 7 pm ET (Jan)

- Mon - Thu, 9 am – 7 pm ET (Feb and Mar).

Be prepared to provide the application ID, organization's name, and the competition to which the organization is applying. If the issue cannot be resolved by the deadline, applicants must continue working with the National Service Hotline to submit via eGrants.

If circumstances make it impossible for an applicant to submit in eGrants, applicants may send a paper copy of the application via overnight carrier below. Applicants must include a written explanation and any other documentation or evidence that support their inability to submit their application electronically.

Corporation for National and Community Service
ATTN: Office of Grant Administration (OGA)/Day of Service Application
250 E Street, SW, Suite 300
Washington, DC 20525

Please use a non-U.S. Postal Service carrier to avoid security-related delays. **All deadlines and requirements in this Notice also apply to paper applications. CNCS does not accept applications submitted via fax or email.**

b. Submission of Additional Documents

The Operational and Financial Management Survey (OFMS) is required to be submitted by applicants submitting a New and/or Recompete application requesting over \$75,000. If the applicant is new to CNCS grant programs, regardless of funding level, then they are required to submit an Operational and Financial Management Survey (OFMS) and supporting documents located at <http://www.nationalservice.gov/resources/financial-management>. Select the link for the Operational and Financial Management Survey under the Application Certification Forms section and download the electronic form.

Failure to submit the required additional documents by the deadline will have a negative effect on the assessment of your application.

Additional documents must be emailed to AdditionalDocuments@cns.gov with the following subject line: *“Legal Applicant Name” – “Application ID Number.”* Emails should include:

- the legal applicant name and its point of contact information
- the application ID number
- a list of documents that are attached to the email
- individually attached files that are clearly labeled, and that include the legal applicant name and application ID number within the heading of each document.

Do not submit any items that are not requested in this Notice. CNCS will not review or return them.

E. APPLICATION REVIEW INFORMATION

1. Review Criteria

Applications should include a well-designed plan with clear and compelling justifications for receiving the requested funds. Reviewers will assess the quality of applications by using the selection criteria described below and will rate them accordingly. They will also consider the weights assigned to each criterion.

Categories/Subcategories	Percentage
Program Design	60
• Goals and Objectives	30
• Performance Measures	15
• Description of Activities	15
Organizational Capability	30
Cost-Effectiveness and Budget Adequacy	10

a. Executive Summary (0 percent)

Provide a concise, one-paragraph summary of the proposed project. If you are applying for both MLK and September 11th funding, you must submit a separate application for each Day of Service.

Use the following template:

The [Name of the organization] proposes to have [Number of] volunteers who will [what the volunteers will be doing] in [the locations the Day of Service activities will take place] on [Martin Luther King Jr. Day of Service or September 11th Day of Service and Remembrance]. On the [MLK or September 11] Day of Service, [# of] volunteers will be responsible for [anticipated goals of project]. This program will focus on the CNCS focus area(s) of [Focus Area(s)]. For MLK, the CNCS investment of \$[amount of request] will be matched with \$[amount of projected match], \$[amount of local, state, and federal funds] in public funding and \$[amount of non-governmental funds] in private funding.

b. Program Design (60 percent): Please note that each bulleted item within the components below are weighted equally:

Goals and Objectives (30 percent):

Reviewers will assess the following:

- at least ten clearly identified sites for each Day of Service: target communities, states, or regions that will be served
- a program design that supports and engages individuals in activities reflecting on one or both as applicable:
 - on the sacrifice of those who died on September 11, 2001 and in honor of those who rose in service and continue to serve as a result of that tragedy
 - the life and teachings of Martin Luther King, Jr.
- a reasonable and feasible timeline for major activities under the grant ensuring that activities occur either on September 11th or MLK Day as applicable or in close proximity to that date

- utilizes existing community resources, such as other service organizations and community volunteers, to implement goals and objectives and bring additional beneficial resources to the community
- a clear and comprehensive plan for carrying out partner engagement or subgrantee selection or a comprehensive plan for implementing projects directly.

Performance Measures (15 percent):

Reviewers will assess the following:

- the number of grant-supported activities that focus on the Martin Luther King, Jr. holiday or September 11th and provides opportunities to connect to service beyond the Day of Service
- measurable outputs are identified that result from delivering the intervention including specific identified targets for each year of the award
- data collection plan that includes tools, data storage, data analysis, and reporting.

Description of Activities (15 percent):

Reviewers will assess the following:

- identifies need(s) that will be addressed
- demonstrates opportunities to engage new and diverse groups and individuals
- demonstrates the ability to connect volunteers to ongoing opportunities to serve.

c. Organizational Capability (30 percent):

Reviewers will assess the following:

- a sound organizational structure including experience managing federal grants, staffing, and management structure to plan and implement the proposed program
- a description of the relevant background and experience of key staff members and their respective roles, or the applicant's plans to recruit, select, train, and support additional staff, and their proposed roles
- the experience or the capacity to successfully implement their proposed partner engagement or subgranting plan including monitoring plans*
- a plan to oversee and provide technical assistance and support for multiple programs at different locations
- robust financial management systems and that will ensure compliance with federal regulations.

*This criterion will only be assessed if using a subgranting, pass-through entity, or partner engagement process. If the applicant does not propose any of these three plans, six points from this criterion will be allocated to other organizational capability criteria.

d. Cost-Effectiveness and Budget Adequacy (10 percent):

Reviewers will assess the following:

- clarity and completeness of the budget and budget narrative to support the program design
- the extent to which the applicant demonstrates diverse non-federal resources for program implementation and sustainability**.

****This criterion is for MLK applications only. September 11th applications will be assessed only on the other criterion for cost-effectiveness and budget adequacy.**

2. Review and Selection Process

CNCS will engage External and Staff Reviewers with relevant knowledge and expertise to assess and provide input on the eligible applications. The review and selection process is intended to produce a diversified set of high-quality programs that represent the priorities and strategic considerations described in this Notice. The stages of the review and selection process follow:

a. Compliance and Eligibility Review

CNCS will conduct a Compliance Review to determine if an application meets the compliance requirements published in this Notice and advances to the next stage of the review process.

An application is compliant if the applicant:

- is an eligible organization
- submitted an application by the submission deadline

Reviewing for eligibility is intended to ensure that only those applications that are eligible for award are further reviewed. However, determinations of eligibility can take place at any point during the application review and selection process. Applicants that are determined to be ineligible will not receive an award.

b. Application Review

Panels of Blended Reviewers (a combination of External Reviewers and CNCS Staff Reviewers) will assess applications based on the Program Design, Organizational Capability, and Cost-Effectiveness and Budget Adequacy Selection Criteria. CNCS will recruit and select reviewers on the basis of demonstrated expertise in Day of Service programming and/or the Focus Areas, as well as experience assessing applications. All reviewers will be screened for conflicts of interest.

c. Post-Review Quality Control

After the initial review process is complete, CNCS staff will review the initial results for fairness and consistency. Some applications may be selected for a Post-Review Quality Control assessment. This additional level of review will be used to ensure fairness and provide assurances that an application was not disadvantaged in the original review.

d. Applicant Clarification

CNCS may ask an applicant for clarifying information, including requested funding amounts for MLK and/or September 11th. CNCS staff will use this information to make funding recommendations. A request for clarification does not guarantee an award. Applicants may be recommended for funding even if they are not asked for clarifying information. An applicant's failure to respond to a request for clarification adequately and in a timely manner may result in the removal of its application from consideration. CNCS staff may conduct a site visit inspection as part of the clarification process, as appropriate.

e. Risk Assessment

CNCS staff will evaluate the risks to the program posed by each applicant, including conducting due diligence to ensure an applicant's ability to manage federal funds. This evaluation is in addition to the assessment of the applicant's eligibility and the quality of its application on the basis of the Selection Criteria. Results from this evaluation will inform funding decisions. If CNCS determines that an award will be made to an applicant with assessed risks, special conditions that correspond to the degree of assessed risk may be applied to the award. Additionally, if CNCS concludes that the reasons for applicants having poor risk assessment are not likely to be mitigated, those applications may not be selected for funding.

In evaluating risks, CNCS may consider some of the following criteria:

- financial stability
- financial capacity to manage Federal funds
- quality of management systems and ability to meet the management standards prescribed in applicable OMB Guidance
- applicant's record in managing previous CNCS awards, cooperative agreements, or procurement awards, including:
 - timeliness of compliance with applicable reporting requirements
 - accuracy of data reported
 - validity of performance measure data reported
 - conformance to the terms and conditions of previous federal awards
 - meeting matching requirements
 - the extent to which any previously awarded amounts will be expended prior to future awards
- information available through OMB-designated repositories of government-wide eligibility qualification or financial integrity information, such as:
 - Federal Awardee Performance and Integrity Information System (FAPIIS)
 - U.S. Treasury Bureau of Fiscal Services
 - Dun and Bradstreet
 - SAM
 - "Do Not Pay"
- reports and findings from single audits performed under Uniform Administrative Guidance and findings of any other available audits or investigations
- IRS Tax Form 990
- applicant organization's annual report
- publicly available information, including information from the applicant organization's website
- applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on award recipients
- responses to the Applicant Operational and Financial Management Survey and supporting documentation.

f. Consideration of Integrity and Performance System Information

Prior to making any award that exceeds \$150,000, CNCS is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM and FAPIIS (see [41 U.S.C. 2313](#)). Additionally, CNCS may expand

upon these requirements and use its discretion to review and consider information about any applicant receiving an award, including those under \$150,000.

Any applicant, at its option, may review information in the designated integrity and performance systems accessible through FAPIIS and comment on any information about itself that a federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through FAPIIS.

CNCS may consider comments by any applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing its review of risk posed by the applicant under the Risk Assessment Evaluation section of this Notice.

g. Selection for Funding

The review and selection process is designed to:

- identify how well eligible applications are aligned with the application review criteria
- build a diversified portfolio based on the following strategic considerations:
 - CNCS Funding Priorities (See *Section A.2. Funding Priorities*)
 - meaningful representation of
 - geographic diversity
 - rural communities
 - small and medium programs
 - faith-based organizations
 - Focus Areas
 - high ratio of match and/or other revenue to CNCS investment.

Based on the evaluation of these strategic considerations, applications may be selected for funding over applications with a greater degree of alignment with the review criteria. In selecting applicants to receive awards under this Notice, the Chief Executive Officer will endeavor to include a diverse portfolio of applications based on staff recommendations and strategic considerations.

CNCS reserves the right to prioritize funding existing awards over making new awards.

CNCS reserves the right to award applications in an amount other than at the requested level of funding and will document the rationale for doing so.

CNCS reserves the right to adjust or make changes to the review process, if unforeseen challenges or urgent circumstances make it impossible, impracticable, or inefficient to conduct the review process as planned. Any such adjustments or changes will not affect the selection criteria that will be used to assess applications.

3. Feedback to Applicants

Following awards, applicants will receive summary comments from the Blended Review of their compliant applications. This feedback will be based on the review of the original application and will not reflect information provided during clarification.

4. Transparency in Grant-making

CNCS is committed to transparency in grant-making. The following information for new and re-competing applications will be published on [CNCS Results of Grant Competitions](#) within 90 business days after all grants are awarded:

- a list of all compliant applications submitted
- data extracted from the SF-424 Face Sheet
- a list of all external reviewers who completed the review process.

Submitted program narratives for successful applications will be available upon request.

F. FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notices

CNCS will make awards following the grant selection announcement. CNCS anticipates announcing the results of this competition in June contingent on the availability of congressional appropriations. All applicants, successful or not, will be notified of funding decisions via email.

Notification of an award is not an authorization to begin grant activities. The Notice of Grant Award signed by the grant officer is the authorizing document for grant activities. An awardee may not expend federal funds until the start of the Project Period identified on the Notice of Grant Award.

2. Administrative and National Policy Requirements

a. Uniform Guidance

All awards made under this Notice will be subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), in [2 CFR Parts 200](#) and [2205](#).

b. Requests for Improper Payment Information

CNCS may, from time to time, request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Improper Payments Information Act of 2002, as amended. Failure to make timely responses to these requests may result in award funds being placed on temporary manual hold, reimbursement only status, or other remedies may be applied as appropriate.

c. CNCS Terms and Conditions

All awards made under this Notice will be subject to the 2020 CNCS General Terms and Conditions, and the 2020 Specific Terms and Conditions for the particular program (when applicable). These Terms and Conditions contain detailed, mandatory compliance and reporting requirements. Current versions of the CNCS General and Specific Terms and Conditions for each of its programs is available at <https://www.nationalservice.gov/resources/terms-and-conditions-cnsc-grants>.

d. National Service Criminal History Check Requirements

The National Service Criminal History Check (NSCHC) is a specific screening procedure established by law to protect the beneficiaries of national service. The law requires grantees to conduct and document NSCHCs on persons (including award-funded staff, national service participant, or volunteer) receiving a salary, living allowance, stipend, or education award through a program receiving CNCS funds. This includes staff that receive part of their salary through a subgrant. An individual is ineligible to serve in a position that receives such CNCS funding if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award. Grantees should utilize two vendors CNCS has engaged to conduct the required NSCHCs. Failure to conduct an NSCHC may result in significant disallowed costs.

Unless CNCS has provided a grant recipient with a written exemption or written approval of an alternative search procedure, recipients **must** perform the following checks:

All award-funded staff and national service participants must undergo NSCHCs that include:

- A nationwide name-based search of the National Sex Offender Public Website (NSOPW); *and*
- Either
 - A name- or finger-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work *or*
 - A fingerprint-based FBI criminal history check.

Special Rule for Persons Serving Vulnerable Populations. Award-funded staff, national service participants, and volunteers *with recurring access to vulnerable populations* (i.e., children age 17 or younger, individuals age 60 or older, or individuals with disabilities) must undergo NSCHCs that include:

- A nationwide name-based check of the NSOPW; *and*
- Both
 - A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence *and* in the state where the person will serve/work; *and*
 - A fingerprint-based FBI criminal history check.

See [45 CFR § 2540.200–§ 2540.207](#) and [CNCS Criminal History Check Resources](#) for complete information and FAQs.

As of December 31, 2019, many pre-approved Alternative Search Procedures (ASPs) and any existing, individual ASP/Exemption requests will expire and will no longer be available for use.

3. Use of Material

To ensure that materials generated with CNCS funding are available to the public and readily accessible to recipients and non-recipients, CNCS reserves a royalty-free, nonexclusive, and irrevocable right to obtain, use, modify, reproduce, publish, or disseminate publications and materials produced under the award, including data, and to authorize others to do so ([2 CFR §200.315](#)).

4. Reporting

Recipients are required to submit a variety of reports which are due at specific times during the life cycle of an award. All reports must be accurate, complete, and submitted on time.

Recipients are required to provide annual progress reports and semi-annual financial reports through eGrants, CNCS's web-based grants management system. All recipients must provide quarterly financial reports through the Payment Management System (PMS) at the U.S. Department of Health and Human Services.

In addition, at the end of the award period, recipients must submit final financial and progress reports that are cumulative over the entire award period and consistent with the close-out requirements. The final reports are due 90 days after the end of the agreement.

Award recipients will be required to report at www.FSRS.gov on all subawards over \$25,000, and may be required to report on executive compensation for the recipient organization and its subrecipients. Recipients and subrecipients must have the necessary systems in place to collect and report this information. See [2 CFR Part 170](#) for more information and to determine how these requirements apply.

Once the grant is awarded, recipients will be expected to have data collection and data management policies, processes, and practices that provide reasonable assurance that they are reporting high quality performance measure data. At a minimum, recipients should have policies, processes, and practices that address the following five aspects of data quality for themselves and for subrecipients (if applicable):

- the data measures what it intends to measure
- the data reported is complete
- the recipient collects data in a consistent manner
- the recipient takes steps to correct data errors
- the recipient actively reviews data for accuracy prior to submission.

Failure to submit accurate, complete, and timely required reports may affect the recipient's ability to secure future CNCS funding.

For further guidance and training resources see: [Resources: Data Collection and Instruments](#).

5. Continuation Funding Information and Requirements

Organizations that have current Day of Service awards and would like to request funding for year 2 or year 3 of funding (referred to as Continuation Applicants) must submit an application in order to be eligible to receive funding. Please see the Application Instructions. Requests by existing continuation applicants for increases in the level of funding will be assessed using the review criteria published in this Notice.

The review will also be based on grantee performance to date, the federal financial report, and CNCS staff's knowledge of the grant program. To be approved for continuation funding,

recipients must demonstrate satisfactory performance with respect to key program goals and requirements, as well as compliance with the terms and conditions of the grant.

CNCS reserves the right to award applications in an amount other than at the requested level of funding and will document the rationale for doing so.

G. FEDERAL AWARDING AGENCY CONTACTS

For more information or a printed copy of related material(s), email DayofService@cns.gov. CNCS also offers live text chat at www.NationalService.gov/contact-us.

For technical questions and problems with the eGrants system, call the National Service Hotline at (800) 942-2677. National Service Hotline hours are:

- Mon - Fri, 9 am – 7 pm ET (Jan)
- Mon - Thu, 9 am – 7 pm ET (Feb and Mar)

Potential applicants can also use this link: [eGrants Questions](#). Be prepared to provide the application ID, organization's name, and the name of the Notice to which the organization is applying.

H. OTHER INFORMATION

1. Technical Assistance

CNCS will host a technical assistance call to answer questions about the funding opportunity and eGrants. CNCS strongly encourages all applicants to participate in these sessions. Call-in information for the technical assistance calls is on CNCS's website: www.nationalservice.gov/dayofservice.

2. Re-Focusing of Funding

CNCS reserves the right to re-focus program dollars for this competition in the event of disaster or other compelling needs.

I. IMPORTANT NOTICES

Public Burden Statement: Public reporting burden for collection of information under this Notice of Funding is estimated to average eighteen hours per submission, including reviewing instructions, gathering and maintaining the data needed, and completing the application and reporting forms. CNCS informs people who may respond to this Notice of Funding that they are not required to respond unless the OMB control number and expiration date are current valid. (See [5 C.F.R. 1320.5\(b\)\(2\)\(i\)](#).) The OMB Control Number for the information collection is 3045-0187. It expires on 9/30/2020.

Privacy Act Statement: The Privacy Act of 1974 (5 U.S.C § 552a) requires that we notify you that the information requested under this Notice of Funding is collected pursuant to 42 U.S.C. 12592 and 12615 of the National and Community Service Act of 1990 as amended, and 42 U.S.C. 4953 of the Domestic Volunteer Service Act of 1973 as amended. Purposes and Uses - The information requested is collected for the purposes of reviewing grant applications and granting funding requests. Routine uses may include disclosure of the information to federal,

state, or local agencies pursuant to lawfully authorized requests. In some programs, the information may also be provided to federal, state, and local law enforcement agencies to determine the existence of any prior criminal convictions. The information may also be provided to appropriate federal agencies and contractors that have a need to know the information for the purpose of assisting the government to respond to a suspected or confirmed breach of the security or confidentiality of information maintained in this system of records, and the information disclosed is relevant and unnecessary for the assistance. Effects of Nondisclosure - The information requested is voluntary; however, to be a recipient of this grant program, disclosure of personal or sensitive information is required to receive federal benefits.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2020

Report Date: 3/3/2020

Report No: 7.

Submitted By: Britney Courtier

Subject: Consider, and act upon, Resolution No. 2020-14, authorizing the City Manager to sign documents and agreements between the New Mexico Area Agency on Aging and the Alamo Senior Center related to the two year plan. (*Magdalena Morales, ASC Manager*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the resolution.

Background: Every two years, the Alamo Senior Center is required to submit a request for proposal in order to continue providing services to senior citizens. Previously, this process was completed every four years.

RESOLUTION NO. 2020-14

RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN ANY DOCUMENTS AND AGREEMENTS WITH THE NEW MEXICO NON-METRO AREA AGENCY ON AGING AND THE ALAMO SENIOR CENTER RELATED TO THE TWO YEAR PLAN

WHEREAS, on March 10th, 2020 the City Commission unanimously approved Resolution No. 2020-14 allowing the Alamogordo Senior Center to submit a Request for Proposal (RFP) to the New Mexico Non-Metro Area Agency on Aging (NMAAA) related to a Four Year Plan for Senior Center Services; and,

WHEREAS, the City Commission of the City of Alamogordo deems it to be in the best interest of the citizens of the city to approve the proposal for a Two Year Plan to provide services for the elderly; and,

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALAMOGORDO that the Director of Community Services is hereby authorized to sign and execute all documents of behalf of the City related to its RFP two year plan with the New Mexico Non-Metro Area on Aging.

PASSED, APPROVED AND ADOPTED this 10th day of March, 2020.

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: 3/10/2020

Report Date: 3/3/2020

Report No: 8.

Submitted By: Richard Denton

Subject: Consider, and act upon, approval for the Alamogordo Police Department to apply for the State's Application for Law Enforcement Protection Funds. (*Richard Denton, Police Chief*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: There are no matching funds required. APD would receive \$55,800 from the State based on the Law Enforcement Protection Fund Act.

Recommendation: Recommend approval.

Background: Under Chapter 29, Article 13 NMSA 1978, Law Enforcement agencies in the State are authorized to receive additional State funding pending on the size of the population served and the size of the police department (\$600 per certified officer).

The Alamogordo Police Department would receive a total of \$55,800: \$30,000 based on the population of it's jurisdiction and \$25,800 based on the number of sworn certified officers.

There are no matching funds required.

**APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR CLASS 2 MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2020 - JUNE 30, 2021 FISCAL YEAR**

I. **Municipality or County:** ALAMOGORDO, NEW MEXICO

II. **Computation of Proposed Distribution:**

A. Class 2 (Population per 2010 Census = 20,001 to 160,000) \$30,000

B. Total Number of Full-Time Certified Police Officers
or Sheriff Deputies (*) multiplied by \$600 (**):

43 X \$600 = \$25,800

(*) Each officer or Deputy listed on Supplemental Schedule (page 2) must be certified by the New Mexico Police Academy pursuant to Section 29-7-8 NMSA or authorized as a New Mexico Peace Officer pursuant to Section 29-1-11 NMSA. Certification status of officers for whom the award is requested must be current on the March 31, 2020 DPS Registry or officers must be enrolled in the New Mexico Police Academy with an anticipated graduation date prior to or on July 1, 2020.

C. Total Requested Distribution** (A + B) \$55,800

III. Amounts distributed from the Law Enforcement Protection Fund must be expended only for the purposes allowed by Section 29-13-7 NMSA 1978. Please itemize the proposed use of these funds below:

A.	Repair and purchase of law enforcement apparatus and equipment which meet minimum nationally recognized standards . (Please Note: regular maintenance on vehicles and police equipment; office furniture and supplies; or operating expenses are not allowable expenses) Rule 2 NMAC 110.3	\$ 20,800
B.	Expenses associated with advanced law enforcement planning and training.	\$ 35,000
C.	Complying with match or contribution requirements for the receipt of federal funds relating to criminal justice programs.	
D.	New Mexico Finance Authority Loan Intercept Agreement.	
E.	TOTAL REQUESTED EXPENDITURES**	\$55,800

**Total Requested Expenditures (Section III) must equal Total Requested Distribution (Section II).

IV. **CERTIFICATION:** Under penalty of law, we hereby certify that to the best of our knowledge and belief, the information contained in this application is correct, and that all expenditures of Law Enforcement Protection Fund monies will be made in accordance with Sections 29-13-7 and 29-13-9 NMSA 1978 as well as Rule 2 NMAC 110.3.

Mayor/Chairman

Police Chief or Sheriff

Date

(**) Per officer rate is based on current law as of 2/19/2020.

Municipality/County: City of Alamogordo

Contact Name: Maria Herndon

Contact Title: Admin Manager

Contact Phone Number: 575-439-4300 Contact Email: mherndon@ci.alamogordo.nm.us

**APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2020 - JUNE 30, 2021 FISCAL YEAR
SUPPLEMENTAL SCHEDULE (1 of 3)**

Instructions: List the name, certificate number, and date of certification of all full-time police officers and sheriff deputies certified by the Department of Public Safety (DPS), New Mexico Police Academy pursuant to Section 29-7-8 NMSA 1978 or authorized to act as a New Mexico peace officer pursuant to Section 29-1-11 NMSA 1978. Please photocopy this form if additional space is needed.

Name of Full-Time Certified Police Officers and Sheriff Deputies			Certificate Number	Certification Date
1)	Ashe	Charlene	04-0320-P	12/21/2004
2)	Autry	Kristin	17-0220-P	11/17/2017
3)	Bone	Jesse	18-0010-P	03/16/2018
4)	Brown	Ray	11-0145-P	06/9/2011
5)	Brown	Robert	15-0199-P (W)	08/14/2015
6)	Bunker	Chyenne	17-0057-P	05/18/2017
7)	Delgado	Raul		Pending (graduation in May 2020)
8)	Denton	Richard	01-0042-P	04/26/2001
9)	Diaz	Zachariah	13-0028-P	03/01/2013
10)	Edwards	Austin	17-0061-P	05/17/2017
11)	Escalante	Agnieszka	18-0280-P	11/9/2018
12)	Esquero	Mark	98-0302-P	12/17/1998
13)	Ferguson	Anthony	12-0322-P	12/13/2012
14)	Ford	Clinton	19-0275-P	11/8/2019
15)	Garrett	David	03-0138-P	06/16/2003
16)	Glidden	Ryan	08-0280-P	11/26/2008
17)	Guinn	James	02-0072-P (W)	05/23/2002
18)	Halaris	Alisha		Pending (Cert by waiver in June 2020)

NOTE: Please use name that has been reported to The Department of Public Safety (DPS), e.g. if female officer has married/divorced and has changed last name and has not been reported to DPS.

Municipality/County: City of AlamogordoContact Person: Maria HerndonPhone Number: 575-439-4300, ext. 5154

**APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2020 - JUNE 30, 2021 FISCAL YEAR
SUPPLEMENTAL SCHEDULE (2 of 3)**

Instructions: List the name, certificate number, and date of certification of all full-time police officers and sheriff deputies certified by the New Mexico law Enforcement Academy pursuant to Section 29-7-8 NMSA 1978 or authorized to act as a New Mexico peace officer pursuant to Section 29-1-11 NMSA 1978. Please photocopy this form if additional space is needed.

Name of Full-Time Certified Police Officers and Sheriff Deputies			Certificate Number	Certificate Date
19)	Heisinger	Michael	18-0290-P	11/30/2018
20)	Hughs	Chris	10-0094-P	06/08/2010
21)	Jackson	Jack	01-0080-P	05/25/2001
22)	Jarrett	Kerry	84-0256-P	11/15/1984
23)	Kunihiro	David	06-0193-P	11/29/2006
24)	Lewandowski	William	14-0325-P	12/18/2014
25)	Martin	Mitchell	17-0257-P	11/17/2017
26)	McColley	David	06-0084-P	06/08/2006
27)	Mitchell	Amber	11-0224-P	09/23/2011
28)	Narvaez	Daniel	13-0211-P	09/13/2013
29)	Puente	Mauricio	14-0036-P	01/24/2014
30)	Rincon	Richard	15-0311-P	11/25/2015
31)	Rodriguez	Juan	16-0299-P	11/16/2016
32)	Scharmack	Rodney	07-0264-P	12/14/2007
33)	Sewell	Dalton		Pending (graduation in May 2020)
34)	Silva	Eric	15-0349-P	12/4/2015
35)	Tarin- Vasquez	America	19-0002-P	03/15/2019
36)	Villarreal	Phillip	16-0229-P	08/19/2016

NOTE: Please use name that has been reported to The Department of Public Safety (DPS), e.g. if female officer has married/divorced and has changed last name and has not been reported to DPS.

Municipality/County: City of Alamogordo

Contact Person: Maria Herndon
Phone Number: 575-439-4300, ext. 154

**APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2020 - JUNE 30, 2021 FISCAL YEAR
SUPPLEMENTAL SCHEDULE (3 of 3)**

Instructions: List the name, certificate number, and date of certification of all full-time police officers and sheriff deputies certified by the New Mexico law Enforcement Academy pursuant to Section 29-7-8 NMSA 1978 or authorized to act as a New Mexico peace officer pursuant to Section 29-1-11 NMSA 1978. Please photocopy this form if additional space is needed.

Name of Full-Time Certified Police Officers and Sheriff Deputies			Certificate Number	Certificate Date
37)	Wakefield	Richard	06-0242-P	12/15/2006
38)	Wallenstein	Christoph	18-0115-P	05/15/2018
39)	Watts	James	08-0303-P	11/26/2008
40)	Welch	Christopher	16-0124-P	05/23/2016
41)	Welles	Robert	13-0335-P	10/31/2013
42)	Winrow	Scott	02-0211-P	09/04/2002
43)	Woods	Preston	19-0065-P	05/15/2019
44)				
45)				
46)				
47)				
48)				
49)				
50)				
51)				
52)				
53)				
54)				
55)				
56)				
57)				

NOTE: Please use name that has been reported to The Department of Public Safety (DPS), e.g. if female officer has married/divorced and has changed last name and has not been reported to DPS.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2020

Report Date: 2/19/2020

Report No: 9.

Submitted By: Petria Bengoechea

Subject: Consider, and act upon, an Application for Gross Receipts Tax Abatement related to the Pizza9 project located inside the White Sands Mall. *(Petria Bengoechea, City Attorney)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Solid CAP Properties, LLC has submitted a Gross Receipts Investment Program (GRIP) Application for the development of the property located inside the White Sands Mall. Based upon the GRIP application submitted the cost of the new structure is \$334,335.00. It is estimated the restaurant will generate approximately \$1.5MM in gross receipts taxes while creating an estimated 50 new jobs. If the application is approved, the next step in the process is the preparation of a GRIP Agreement which would be brought before the Commission for its consideration.

**APPLICATION FOR GROSS RECEIPTS TAX ABATEMENT
CITY OF ALAMOGORDO, NEW MEXICO**

FILING INSTRUCTIONS:

This filing acknowledges familiarity and assumed conformance with "Ordinance No. 1379, and Ordinance No. 1505, Gross Receipts Investment Program" ("GRIP"), (Copy attached). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

**ORIGINAL COPY OF THIS APPLICATION AND ATTACHMENTS SHOULD BE
SUBMITTED TO:**

CITY MANAGER
CITY OF ALAMOGORDO
1376 EAST 9TH STREET
ALAMOGORDO, NM 88310

PART 1 - APPLICANT INFORMATION

Business Name: **Solid CAP Properties, LLC.**

Submittal Date: 2/4/2020

Address/City: **3199 N. White Sands Blvd., Alamogordo**

Name/Address/Phone of Business Contact on this Project: **Ida Mangum, Manager (m) 505-879-3478 (o) 575-434-3990**

Business Owner ☒ Developer ☐

Type of Business: Corporation ☐ Partnership ☐

Proprietorship ☐ Limited Liability Company ☒

PART II - PROJECT INFORMATION

This application is for a: New Business ☒ Expanding Existing Business ☐

Type of Activity: Commercial ☐ Retail ☒

Attach a brief company overview, including a brief description of the product(s) and/or services, years in respective industry, and major clients/buyers of company's products and/or services.

Attachment Yes ☒ **Attachment 1**

Attach a brief description of the product(s) and/or services that will be produced or sold in Alamogordo? Attachment Yes ☒ **see also Attachment 1 and arcade & miniature golf**

Type of Construction: New Construction ☐ Rehabilitation of Existing Structure ☒

Proposed Facility Address and Legal Description: (See Exhibit A)

Attach a map showing site: (See Exhibit B)

PART III - PROJECT DESCRIPTION

PLEASE COMPLETE AND SUBMIT THE FOLLOWING FOR THE PROJECT:

Brief description of work: remodel space C1 inside the White Sands Mall for a dine-in/take-out Pizza Restaurant, Arcade and Miniature Golf. Remodel restrooms and added an exterior entrance

Please attach a statement:

- 1) describing the contractor's physical presence in the City sufficient to subject the project to Local Option Gross Receipts Tax;
- 2) describing preference and priority the contractor gave to local manufacturers, suppliers, vendors, contractors and labor, or if local preference and priority not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency, describing added expense, substantial inconvenience, or sacrifice in operating efficiency;
- 3) providing a list of local manufacturers, suppliers, vendors, contractors and labor used or to be used in this project; and
- 4) providing a list of personal property for which abatement is requested.

Total cost of the expansion or new construction: **\$ 334,335.00**

Include documentation to support cost of improvements. Acceptable examples are:

- 1) A notarized list identifying the general categories of the work completed, the date the work was completed, and each category's expense.
- 2) The Affidavit of the draw payments of the construction contract. (Please ensure that the affidavit includes a description of the work completed.)
- 3) Settlement Statement of the bank loan taken out for the construction costs.

You must document that the value of the expansion or new construction exceeds \$50,000.00.

PART IV - ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements: **\$ 334,335.00**

B. Permanent employment estimates:

If existing facility, the current employment level: 0

Estimated number of new jobs created: 50

C. Construction employment estimates:

Construction to start: Month: July Year: 2019

Construction to be completed: Month: January Year: 2020

Number of construction jobs anticipated:

At start: 2 Peak: 10 Finish: 6

D. Estimated property tax base value increase:

Valuation of existing property as of January 1, preceding this application:

LAND IMPROVEMENTS

\$ _____ \$ _____

Estimated value of property upon completion of the project subject.

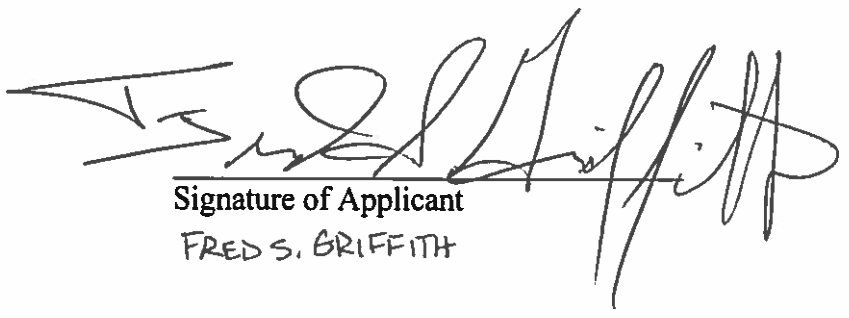
LAND IMPROVEMENTS
\$ _____ \$ _____

Estimated Gross Receipt Taxes generated by the business prior to the expansion or construction. \$0.00

Estimated Gross Receipt Taxes to be generated by the business after the expansion or construction. \$1.5MM

I declare under the penalties of falsification that this application, including all enclosed documents and statements, has been examined by me, and to the best of my knowledge and belief is true, correct, and complete.

2/3/2020
Date


Signature of Applicant
FRED S. GRIFFITH

Statement Regarding Section III

- 1.) Local Contractors used were General Hydronics, MGS Refrigeration, Shelley Hughes Architect, and B & T Glass. Other contractors from Albuquerque and Las Cruces were also used because they are familiar with the company's plans and logos. A roof contractor (Smith's Roofing) was used from Las Cruces, as not to void the warranty on the Mall's new \$2.5MM roof.
- 2.) Whenever possible local companies were used to purchase items. Some items were purchased from restaurant supply companies outside of Alamogordo and surrounding areas because there was none available locally. General Hydronics, MGS Refrigeration, B & T Glass and Shelly Hughes all used employees from Alamogordo and surrounding Areas.
- 3.) Please see attached invoices
- 4.) Please see attached invoices

PHYSICAL ADDRESS:

3199 N. White Sands Blvd. Suite C-1
ALAMOGORDO, NM 88310

EXHIBIT A

LEGAL ADDRESS

Fidelity National Title Insurance Company
LOAN POLICY OF TITLE INSURANCE

EXHIBIT A

Policy No 8247431-210909880

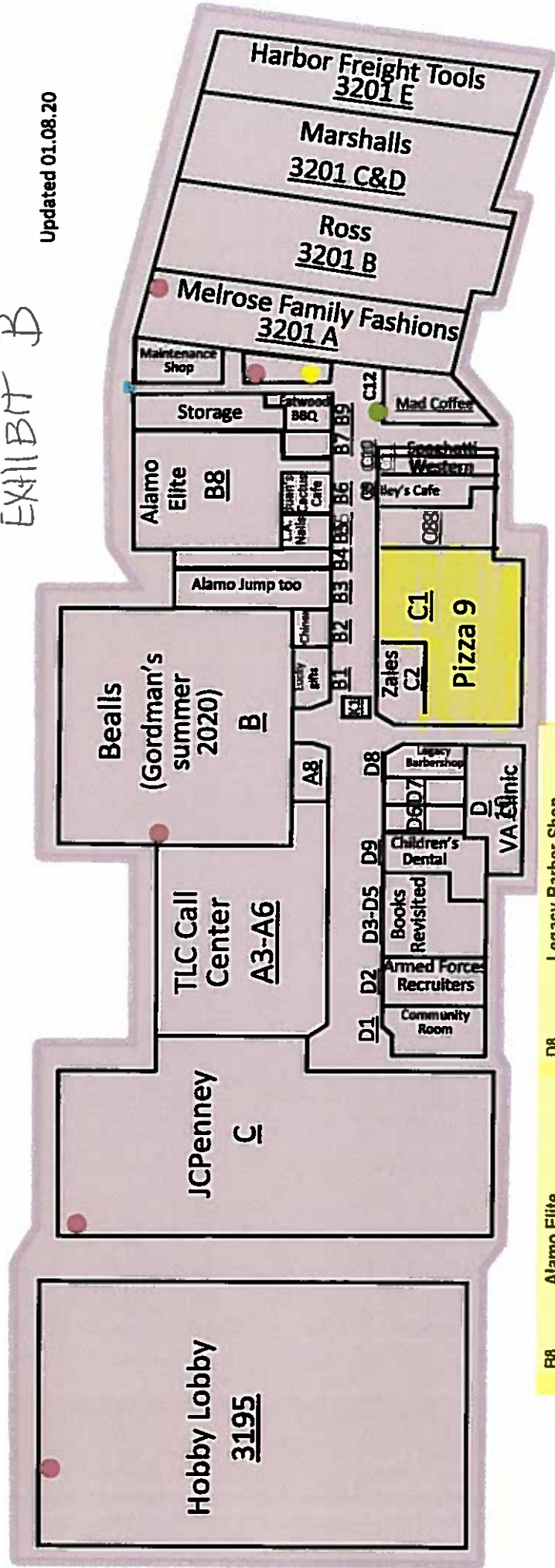
File No 20160702 JM

LEGAL DESCRIPTION

Tracts 1, 2, 3, 4, 5 and 6, WHITE SANDS MALL SUBDIVISION, Otero County, New Mexico.

EXHIBIT B

Updated 01.08.20



- Management Office
- ATM Machine
- Restrooms

Sally Beauty Supply E1

Cuttin' Up E2

U Top It Yogurt E3

H & R Block E4

Subway E1

B8	Alamo Elite	D8	Legacy Barber Shop
B3	Alamo Jump too	B1	Lucky Gifts
D1	Community Room	C12	Mad Coffee
B	Bealls (Gordmans 2020)	3201 A	Melrose Family Fashions
D3-D5	Book Revisited	C1	Pizza 9
B2	Chinex	D2	Recruiter's Office
D9	Children's Dental	3201B	Ross Dress for Less
E2	Cuttin' Up	E1	Sally Beauty Supply
B9	Fatwood BBQ Express	C10 C11	Spaghetti Western I & II
E4	H & R Block	C9	Smiley Sister's Cafe
3201E	Harbor Freight Tools	F1	Subway
3195	Hobby Lobby	A2-A7	TLC Call Center
B6	Juan's Cactus Cafe	E3	U Top It Frozen Yogurt
C	JCPenney	D10	VA Clinic
C	JCP Salon	K5	Watermill Express
B5	LA Nails	C2	Zales #1312



White Sands Blvd

OUR HISTORY

ORDER ONLINE

Our Founder and CEO, Hasan "Hass" Aslami, spent much of his life operating restaurants all over the world. Through the years he developed a profound love for the pizza business and a passion for franchising.

After having spent time living in Chicago, Hass and his business partner and our President, Behrad "Rod" Etemadi, brought a Chicago Style Pizza concept to the Land of Enchantment.

Together they opened the first Pizza 9 restaurant on October 1, 2008, in Albuquerque, New Mexico. The following year they sold their first franchise and have continued selling Pizza 9 Franchises with locations now open across the southwest.

OUR VISION

At Pizza 9 we've found that the best people to help build a local business are the locals. Your neighbors, friends, family, veterans, and teachers; these are the owners that have helped us make Pizza 9 as great as it is today! We all share one common goal, to deliver you the best quality food with even better service.

No matter where you dine with us, you'll find that our food isn't average, and neither are we! We spend our time perfecting our product to provide you with only the freshest and finest ingredients.

We proudly serve Chicago Style Pizza & More! We say more because it's much more than just Pizza! Yes, we serve pizza with our delicious, crisp dough made fresh daily but we also provide our customers with many more options such as hot sandwiches, pasta, soups, and salads. Pizza 9 is always something they are in the mood for.

Come visit your local Pizza 9 today! Say hello to the owner and enjoy the best-tasting pizza you will ever have. We look forward to seeing you!

[LOCATIONS](#)

[MENUS](#)

[LARGE GAT](#)



[CATERING \(/CATERING-MENU\)](#)

[DEALS & SPECIALS \(/SPECIALS-1\)](#)

[OUR STORY \(/OUR-STORY-1\)](#)

[FRANCHISE \(/FRANCHISE-1\)](#)

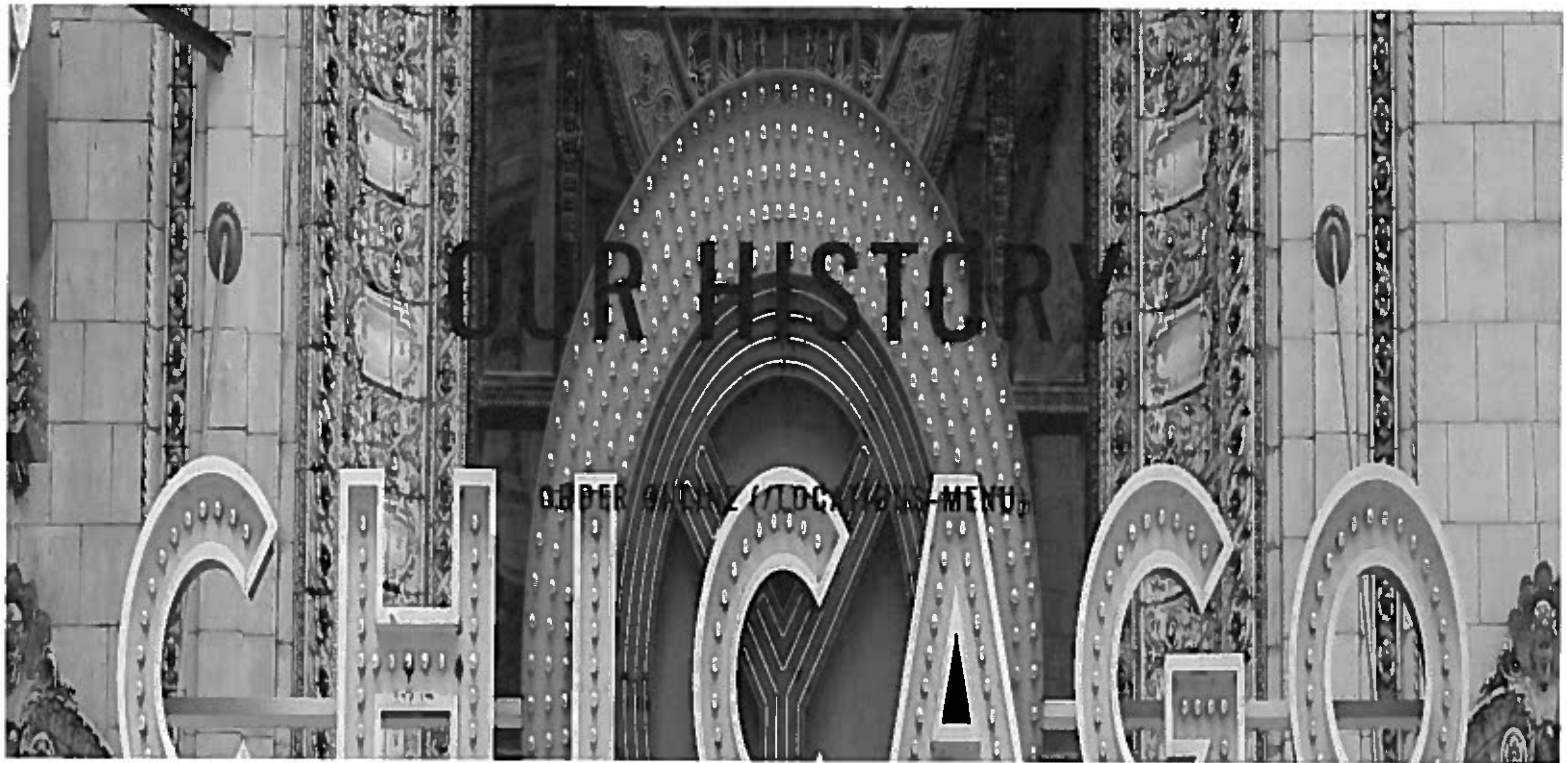
[FUNDRAISE \(/FUNDRAISE\)](#)

[WEB-SERIES \(/WEBSERIES\)](#)

[CONTACT US \(/CONTACT-1\)](#)

[ORDER ONLINE \(/ORDER-ONLINE\)](#)

[CUSTOMER SURVEY \(/WECARE\)](#)



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Come visit your local Pizza 9 today! Say hello to the owner and enjoy the best-tasting pizza you will ever have. We look forward to seeing you!

PIZZA 9 CLUB

Join THE text club to receive exciting offers from your local pizza restaurant

JOIN TODAY (/PIZZA-9-CLUB)

JOIN THE TEAM

Download our job application or fill it out online to work at your local pizza restaurant

APPLY TODAY (/TEAM-APPLICATION)

FRANCHISE

Learn About Pizza 9 Franchise Opportunities and own your own pizza restaurant

LEARN MORE (/FRANCHISE-1)

© 2014 Pizza 9

Pizza 9 Corporate Office

5643 Jefferson St. NE, Suite A
Albuquerque, NM 87109
877.366.9992 or 505.764.3780

Landlord Expenses for Pizza 9	Operating Acct	Loan 8866
Architect	\$17,240.00	
HVAC	\$16,362.00	
HVAC	\$1,933.20	
Front Doors		\$4,854.60
		Loan 8867
Sprinkler System		\$10,460.94
TOTAL	\$50,850.74	

Tenant Expenses for Pizza 9		
WSM check	\$50,000.00	
Invoices 7/29/2019		\$73,818.99
Invoices 9/13/2019		\$32,972.38
Invoices 9/27/2019		\$58,059.79
Invoices 10/29/2019		\$8,535.32
Invoices 11/19/19		\$5,000.00
Invoice 11/22/19		\$8,751.73
Invoice 12/03/19 5731	\$15,000.00	
WSM 12/13 check 5735	\$10,000.00	
WSM 12/31/19 check 1199	\$5,000.00	
TOTAL	\$317,988.95	

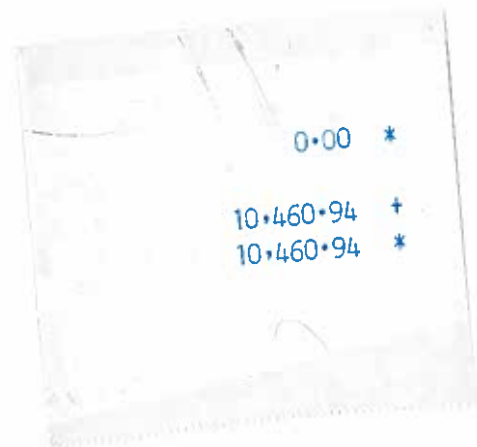
Landlord Expenses still pending:		
Inv dated 2/3/2020 Essetial Fire	\$1,846.05	completed 1.31.2020
inv dated 11/13/2019 Fire Hawk	\$14,500.00	completed 1.31.2020
	\$334,335.00	

1:06 PM

01/21/20

White Sands Mall
Reconciliation Detail
 RE COMMIT LN ending in 8867, Period Ending 12/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						0.00
Cleared Transactions						
Charges and Cash Advances - 8 Items						
Deposit	12/13/2019		1st National Bank	X	-7,543.33	-7,543.33
General Journal	12/30/2019		National Construction	X	-62,174.52	-69,717.85
General Journal	12/30/2019		Base 5 Retail Partners	X	-29,126.25	-98,844.10
General Journal	12/30/2019		National Construction	X	-15,911.64	-114,755.74
General Journal	12/30/2019		National Construction	X	-15,099.32	-129,855.06
General Journal	12/30/2019		Essential Fire Prote...	X	-10,460.94	-140,316.00
General Journal	12/30/2019		Stone Electric	X	-7,560.00	-147,876.00
General Journal	12/30/2019		1st National Bank	X	-2,124.00	-150,000.00
Total Charges and Cash Advances					-150,000.00	-150,000.00
Total Cleared Transactions					-150,000.00	-150,000.00
Cleared Balance					150,000.00	150,000.00
Register Balance as of 12/31/2019					150,000.00	150,000.00
Ending Balance					150,000.00	150,000.00



ESSENTIAL FIRE PROTECTION SYSTEMS, INC.
10920 Marconi Lane
El Paso, TX 79935-4611
 (915) 592-5066 Fax: (915) 592-6771
 Email: office@essentialfire-ep.com

RECEIVED
 NOV 20 2019
N

Invoice# BY: CONTRACT

INVOICE

Customer			
Name	White Sands Mall	Date	11/20/2019
Address	3199 N. Scenic Dr.	P.O. #	
City	Alamogordo NM 88310	Work Order #	
Attn:	Accounts Payable	Pay Request #	#0001

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Labor and material necessary to modify existing system for Pizza 9 in the White Sands Mall located at 3199 N. Scenic Drive in Alamogordo NM 88310		
	Contract Amount		\$11,707.00
	Labor and Material to Date		\$9,950.95
	Less Previous Payments		\$0.00
	Amount Due this period		\$9,950.95
SubTotal			\$9,950.95
NM Gross			
Receipts Tax			\$509.99
TOTAL			\$10,460.94

Payment Details	
☒	DUE UPON RECEIPT
Name	
CC #	
Expires:	

If this job is tax exempt, please remit a tax exempt certificate with your payment
--

To insure proper credit, please include invoice number on your remittance. Thank You!

We appreciate your Business!

emailed 12/27 to Deborah



Account Detail

132-RE COMMIT LN/1Y-8866**\$499,296.49**

Current balance

Pending Transactions

No Records Available

Posted Transactions

Date	Description	Withdrawal/Deposit	Balance
11/22/2019	Pizza 9 Construction Invoice Recript #9 ✓	-8,751.73	499,296.49
11/19/2019	PIZZA 9 CONST INVOICE ✓	-5,000.00	490,544.76
11/13/2019	LOAN PAYMENT FROM CK-XXXXXXXXXXXX0501	2,382.31	485,544.76
10/29/2019	Pizza 9 Construction Draw ✓	-8,535.32	485,544.76
10/11/2019	LOAN PAYMENT FROM CK-XXXXXXXXXXXX0501	2,155.84	477,009.44
09/27/2019	Pizza 9 Invoices ✓	-58,059.79	477,009.44
09/13/2019	LOAN PAYMENT FROM CK-XXXXXXXXXXXX0501	1,911.12	418,949.65
09/13/2019	PIZZA 9 CONST DRAW ✓	-32,972.38	418,949.65
08/13/2019	LOAN PAYMENT FROM CK-XXXXXXXXXXXX0501	1,648.08	385,977.27
08/13/2019	PIZZA 9 EXT GLASS DOORS ✓	-4,854.60	385,977.27
07/30/2019	RESEAL & STRIPE NORTH PARKING LOT	-24,300.00	381,122.67
07/29/2019	DONNA LLC DBA PIZZAZ 9 DRAW ✓	-73,818.99	356,822.67
07/29/2019	LOAN PAYMENT FROM CK XXXX0501	1,207.42	276,647.88
07/18/2019	SMILEY'S RENOVATIONS DRAW	-6,355.80	283,003.68
07/05/2019	ROSS CONSTRUCTION DRAW	-16,200.00	276,647.88
06/17/2019	CC TO NATIONAL CONST APP #1 2ND HALF	-215,658.44	260,447.88
06/17/2019	CC TO NATL CONST APP #2 FINAL	-22,078.44	44,789.44
06/17/2019	CC TO NATL CONST APP #1	-16,200.00	22,711.00
06/17/2019	LOAN FEE PAYMENT	5,000.00	6,511.00
06/17/2019	OTHER CHARGE ADVANCE	509.00	6,511.00
06/17/2019	DOCUMENTION FEE INCREASE 0.00 *	-509.00	6,511.00
06/17/2019	OTHER CHARGE ADVANCE	1,002.00	6,511.00
06/17/2019	FILING FEES INCREASE 0. C	-1,002.00	6,511.00
06/17/2019	LOAN COST INCREASE	-1,500.00	0.00

Account Summary

Current Balance	\$499,296.49
As Of	12/03/2019
Interest Paid YTD	\$9,304.77
Next Payment Date	12/13/2019
Next Payment Due	\$2,375.09
Last Payment Date	11/13/2019
Maturity Date	06/13/2029

8,751.73 +
5,000.00 +
8,535.32 +
58,059.79 +
32,972.38 +
4,854.60 +
73,818.99 +
191,992.81 *

7/1/2019 11:17:11 AM

AIA Type Document
Application and Certification for Payment

TO (OWNER): Pizza 9
3199 N White Sands Blvd B-1
Alamogordo, NM 88310

PROJECT: Pizza 9
3199 N White Sands Blvd Ste B1
Alamogordo, NM 88310

APPLICATION NO: 1
PERIOD TO: 10/31/2019

DISTRIBUTION
TO: OWNER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR): MGS Refrigeration Heating & Cooling, Inc.
2749 N. Florida Ave
Alamogordo, NM 88310

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 9/20/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 11,000.00
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 11,000.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 5,000.00

5. RETAINAGE:

a. 0.00 % of Completed Work \$ 0.00
b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 5,000.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 0.00

8. CURRENT PAYMENT DUE \$ 5,000.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 6,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: MGS Refrigeration Heating & Cooling, Inc.
2749 N. Florida Ave Alamogordo, NM 88310

By:

Gary W/ Stevens / President

State of: NM

County of: Otero

Subscribed and Sworn to before me this

Day of 20

Date:

Notary Public:

My Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[illegible]

Donna LLC dba Pizza 9

PO BOX 21614

Albuquerque, NM 87154

Pizza9AR@gmail.com

Pizza

BILL TO

Fred Griffith

DATE 9/24/2019

Chicago Style Pizza & More

Date	Description	Amount
9/19/2019	Uptown Rental	145.15 ✓
9/6/2019	Chaparral Material	9,278.04 ✓
9/8/2019	Home Depot	111.78 ✓
9/22/2019	Home Depot	45.79 ✓
9/23/2019	Home Depot	29.63 ✓
9/23/2019	Home Depot	926.32 ✓
9/9/2019	circle k	74.34 ✓
9/23/2019	Kent Kwik	71.52 ✓
9/21/2019	Harbor Freight	21.59 ✓
9/21/2019	Home Depot	21.83 ✓
9/17/2019	Home Depot	116.94 ✓
9/16/2019	Home Depot	20.49 ✓
9/13/2019	Home Depot	95.04 ✓
9/12/2019	Home Depot	73.98 ✓
9/10/2019	Harbor Freight	38.82 ✓
9/12/2019	Uptown Rental	96.77 ✓
9/10/2019	Home Depot	58.01 ✓
9/27/2019	Sunbelt Rentals	189.45 ✓
9/7/2019	Uptown Rental	241.92 ✓
8/24/2019	Lowes Signature Market	23.03 ✓
9/5/2019	Angelinas Restaurant	33.75 ✓
9/5/2019	U-Haul	34.95 ✓
9/24/2019	Electrician - Ralph Candelaria	3,000.00 ✓
	Sign Art	8,274.00 ✓
	General Contractor - John Rameriez	20,000.00 ✓
	HVAC- Gary Steven MGS	11,000.00 ✓
	Electrical Permit - Ralph Candelaria	1,000.00 ✓
	Butler Sheet Metal- Kitchen Hood	3,128.38 ✓

SUBTOTAL	58,151.52
TAX	0
TOTAL	58,151.52
BALANCE DUE	\$ 58,151.52

58,059.79

9/27/19

OK

9/26/19

hand delivered by FRED 9/26/19

B & T Glass, Inc.
2222 Lawrence Blvd.
Alamogordo, New Mexico 88310
Phone (575) 443-6261 Fax 443-9068

07/31/19

emailed to Deborah 8/12/19
340pm

8866
QBmm
✓

B & T Glass, Inc.
2222 Lawrence Blvd,
Alamogordo, New Mexico 88310
Ph (575) 443 6261 Fax 443 9068

PIZZA 9

WHITE SANDS MALL
3199 N. WHITE SANDS
ALAMOGORDO , NEW MEXICO
88310

Billing for 07/31/19

Previous Balance: 0.00

DATE	INVOICE	CHARGE	PAYMENT	BALANCE
06/25/19	18759	4644.00		4644.00
07/22/19	CHECK		4644.00	0.00
07/30/19	18852	4854.60		4854.60

CURRENT BALANCE-->\$ 4854.60

PLEASE PAY CURRENT BALANCE WITHIN 10 DAYS OF BILLING

1.5% Late Fee Will Be Added After 30 Days!

THANK YOU FOR YOUR PATRONAGE !

8/13/19
8866

OK
8/11

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER) Solid CAP Properties, LLC
3199 N White Sands Blvd.
Alamogordo, NM 88310

FROM (CONTRACTOR) Pizza 9

VIA:

PROJECT:

Pizza 9 Build Out
White Sands Mall Suite C1
Alamogordo, NM 88310

APPLICATION NO.:
PERIOD TO:
ARCHITECTS
PROJECT NO.:

7/31/2019

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR
☐ TENANT

new/can
86666

CONTRACT FOR: Tenant Improvements

CONTRACT DATE:

June 25, 2019

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner	TOTAL	ADDITIONS	DEDUCTIONS
Approved this Month			
Number			
Date Approved			
Net change by Change Orders	TOTAL	0.00	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown is now due.

CONTRACTOR:

By:

7/22/2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract.
Continuation sheet, is attached

1. ORIGINAL CONTRACT SUM..... \$ 250,000.00
2. NET CHANGE BY CHANGE ORDERS..... \$ -
3. CONTRACT SUM TO DATE (LINE 1 +/- 2)..... \$ 250,000.00
4. TOTAL COMPLETED & STORED TO DATE.....
5. RETAINAGE: (Column G)
 - a. 0 % of completed work \$ -
 - b. 0 % of stored material \$ -
 Total Retainage (Line 5a + 5b or Total in Column I)..... \$ -
6. TOTAL EARNED LESS RETAINAGE..... \$ -
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....
8. CURRENT PAYMENT DUE..... \$ 73,818.99
9. BALANCE TO FINISH..... \$ 176,181.01

State of: New Mexico County of: Otero
Subscribed and sworn to before me this _____ day of _____ 2019
Notary Public:

AMOUNT CERTIFIED:..... \$

(Attach explanation if amount differs from the amount applied for.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Donna LLC DBA PIZZZA 9
5643 Jefferson St. NE Suite A
Albuquerque, NM 87109

INVOICE

Office: (505) 764-3780
Fax:

Date:	Invoice #
7/26/2019	1

Bill To:

White Sands Mall
3199 N. White Sands Blvd.
Alamogordo, NM 88310

WHITESANDS *Mall*

P.O.#
Pay App1

Project:
Pizza 9 Build Out

Item #	Description	Amount
1	Application for Payment #1	
	7/9/2019 Services-Eletrical and permit	\$ 1,300.00
	7/9/2019 Services- standard Restaurant Supply	\$ 10,000.00
	7/9/2019 Services-Brucha Corp	\$ 8,608.81
	7/9/2019 Services-Rent and Deposit	\$ 2,575.00
	7/9/2019 Services-Ice Cream machine	\$ 3,000.00
	7/9/2019 Services-Electrician	\$ 5,800.00
	7/19/2019 Services-Trademark's Inc	\$ 40,000.00
	6/25/2019 Services-Trademark Inc	\$ 2,373.36
	7/1/2019 Services-Trademark Inc	\$ 161.82
	TOTAL	\$ 73,818.99

RECEIVED
4/6/69

Pizza9AR@gmail.com



DATE 9/5/2019

Chicago Style Pizza & More

[illegible]

SUBTOTAL	5,598.68
TAX	
TOTAL	5,598.68
BALANCE DUE	\$ 5,598.68

5,598.68	+
18,095.66	+
9,278.04	+
32,972.38	*

PRVOR	78,673.59	+
9113	32,972.38	+
TOTAL	111,645.97	*

+ 50 K
WSM

\$ 161,645.97

ALL 3 INVOICES | \$32,972.38 | 9/13/19 8866

Pizza9AR@gmail.com

Pizza

Chicago Style Pizza & More

[illegible]



4220 Stanley Drive NE
Rio Rancho, NM 87144
(505) 771-7700

5946 Agua Fria
Santa Fe, NM 87507
(505) 471-3491

1100 La Plata Hwy
Farmington, NM 87401
(505) 325-8880

190 Girard Street
Durango, CO 81303
(970) 382-8100

1717 Second St. NW
Albuquerque, NM 87102
(505) 843-6677

451 Pioneer Place
Las Cruces, NM 88005
(575) 526-4557

7250 Brogan Dr. Suite B
El Paso, TX 79915
(915) 613-4109

Order
CUSTOMER



Chaparral Materials, Inc.
P.O. Box 1719
Bernalillo, NM 87004



Customer No.	Date	Order Number
13380		5190004-00

Order Date	Customer P.O. Number	Customer Job No.	Ordered By	Entered By	Reqd Ship Date	Date Shipped	Sales Rep	Page No.
09/06/19	PIZZA 9		RAD	hda1	09/10/19		HSE	2 of 2

SOLD TO
C.O.D. LAS CRUCES

SHIP TO
#1 AZTEC LATH & PLASTER
PIZZA 9TAX#02370616-003
3199 N WHITE SANDS BLVD
ALAMOGORDO,

Special Instructions

DELIVER/916-601-5327

[2]

Product No.	Ordered	Shipped	B.O.	Units	Description	Unit price	U/M	Amount
					Total Wallboard = 8352 Square Ft Total Drywall Stud = 2654 Lineal Ft Weight 20,193.44			
OK 9/9/19								

Tax Details	Received By	Sign & Date	Totals
Taxable: No NEW MEXICO DONA ANA C	SIGNATURE _____ DATE _____ I CERTIFY THAT THE MATERIALS LISTED ON THIS DELIVERY RECEIPT WERE DELIVERED TO THE LOCATION INDICATED AND THE QUANTITIES ARE CORRECT.	LOADED BY _____ CHECKED BY _____ DELIVERED BY _____	SUBTOTAL 9278.04 TAX 0.00 ADD'L CHARGES 0.00 TOTAL 9278.04
TERMS: Accounts are due in full by 20th of the month following purchase. Interest at a rate of 1 1/2% per month (18% APR) computed monthly will be charged on the unpaid balance. All accounts are payable in Albuquerque, New Mexico. 2. INVOICE DISPUTES: Should customer believe that any invoice is incorrect or contains errors of any kind, customer shall provide written notice of such errors or discrepancies to Chaparral Materials, Inc. within thirty (30) days of receipt of the invoice. Should customer fail to provide notice of any error or discrepancy within thirty (30) days, such invoice shall be deemed correct and payment will be due. 3. All Claims MUST be made within 24 hours of receipt of goods. We do not accept merchandise returns without written approval. 4. 20% restocking charge will be made on all saleable merchandise returned. 5. Fuel Surcharge is reflected in Add'l Charges. All transactions referenced herein are governed by the terms and conditions located at https://www.gms.com/terms-conditions			Payments Visa/MC/Disc 9278.04
			Thank You

424953037081
CHAPARRAL MATERIALS, INC.
1734 BUILDING 10001
LAS CRUCES NM 88005
505-526-4557

D Stanley Drive NE
Rancho, NM 87144
(505) 771-7700

1717 Second St. NW
Albuquerque, NM 87102
(505) 843-6677

5946 Agua Fria
Santa Fe, NM 87507
(505) 471-3491

451 Pioneer Place
Las Cruces, NM 88005
(575) 526-4557

100 La Plata Hwy
Albuquerque, NM 87401
(505) 325-8880

7250 Brogan Dr. Suite B
El Paso, TX 79915
(915) 613-4109

90 Girard Street
Durango, CO 81303
(970) 382-8100

Order
CUSTOMER



Chaparral Materials, Inc.
P.O. Box 1719
Bernalillo, NM 87004

REMIT TO

Sale

XXXXXXXXXXXX6358

VISA Entry Method: Chip

09/06/19 12:40:28

Inv #: 000007 Appr Code: 224550

Batch#: 000267

Total: \$ 9,278.04

VISA CREDIT
ATM: 0000000000000000
ISI: 6800
IVR: 0000000000

Customer Copy
THANK YOU!

Order No.	Date	Order Number
13380		5190004-00

Order	Customer Job No.	Ordered By	Entered By	Reqd Ship Date	Date Shipped	Sales Rep	Page No.
		RAD	hda1	09/10/19		HSE	1 of 2

ES Chaparral
Materials, Inc.

SHIP TO

#1 AZTEC LATH & PLASTER
PIZZA 9TAX#02370616-003
3199 N WHITE SANDS BLVD
ALAMOGORDO,

Special Instructions

DELIVER/916-601-5327

[2]

Ordered	Shipped	B.O.	Units	Description	Unit price	U/M	Amount
53	53	0	EACH	4'X10' FRP WHT MARLITE P100	1319.00	MSF	2796.2
7	7	0	CAN	3.5 GAL C551 FRP LATEX BASED MARLIT	48.00	CAN	336.0
8	8	0	EACH	10' END CAP WHT	2.00	EACH	16.0
4	4	0	EACH	10' INSIDE CORNER WHT	2.00	EACH	8.0
8	8	0	EACH	10' OUTSIDE CORNER WHT	2.00	EACH	16.0
42	42	0	PCS	4" TRACK 10' 20 GAOR EQUIVALENT	477.00	MLF	200.3
32	32	0	PCS	6" GALV TRACK 10' 20 GAOR EQUIVALENT	592.00	MLF	189.4
9	9	0	PCS	4" STUD 12' 20 GAOR EQUIVALENT	484.00	MLF	52.2
40	40	0	PCS	6" STUD 10' 25 GAOR EQUIVALENT	517.00	MLF	206.8
69	69	0	PCS	4" STUD 14' 20GA	484.00	MLF	467.5
22	22	0	PCS	6" STUD 20' 20 GAOR EQUIVALENT	608.00	MLF	267.5
84	84	0	PCS	5/8" 4'X10' FS WALLBOARD26/LIFT	295.29	MSF	992.1
62	62	0	PCS	5/8" 4'X12' USG FS WALL26/LIFT <<<	295.29	MSF	878.8
42	42	0	PCS	1/2" 4'X12' LITE WALLBD34/LFT >>>>	276.25	MSF	556.9
1	1	0	EA	DELIVERY CHARGE	140.00	EA	140.0
5	5	0	BOX	USG A/P 3.5 GAL CTNS R/M48Bx/PLT 38	9.34	BOX	46.7
13	13	0	RL	USG 250' D/W TAPE 20/Case 382175 36	2.40	RL	31.2
2	2	0	BOX	1-1/4" D/W SCREW HILT184291 FINE TH	46.70	BOX	93.4
1	1	0	BOX	1/2" S-12 LATH HILT186228 SELF DRIL	72.00	BOX	72.0
63	63	0	CTN	1/2" 2'X4' GRIDSTONE 32' 40 BDLE/PL	832.00	MSF	1677.3
2	2	0	EA	CHOP SAW BLADE 14"X3/32"X 1" UP1 1	7.45	EA	14.9
1	1	0	EA	4-1/2" ANGLE GRINDER 4507S	99.00	EA	99.0
2	2	0	BOX	.27 CAL YELLOW CARTRIDGE100	19.22	BOX	38.4
2	2	0	ea	3/4" NAIL for Concrete w plastic to	12.08	ea	24.1
1	1	0	BOX	ALUMINUM RIVETWHITE - 1/8" - {1000}	15.92	BOX	15.9
1	1	0	EA	POP RIVET TOOL	21.44	EA	21.4
1	1	0	EACH	PUNCH PLIERSTSP RGDPP9	19.47	EACH	19.4

Tax Details	Received By	Sign & Date	Payments
Taxable: No NEW MEXICO DONA ANA C	SIGNATURE _____ DATE _____ I CERTIFY THAT THE MATERIALS LISTED ON THIS DELIVERY RECEIPT WERE DELIVERED TO THE LOCATION INDICATED AND THE QUANTITIES ARE CORRECT.	LOADED BY _____ CHECKED BY _____ DELIVERED BY _____	Visa/MC/Disc 9278.04
1. TERMS: Accounts are due in full by 20th of the month following purchase. Interest at a rate of 1 1/2% per month (18% APR) computed monthly will be charged on the unpaid balance. All accounts are payable in Albuquerque, New Mexico. 2. INVOICE DISPUTES: Should customer believe that any invoice is incorrect or contains errors of any kind, customer shall provide written notice of such errors or discrepancies to Chaparral Materials, Inc. within thirty (30) days of receipt of the invoice. Should customer fail to provide notice of any error or discrepancy within thirty (30) days, such invoice shall be deemed correct and payment will be due. 3. All Claims MUST be made within 24 hours of receipt of goods. We do not accept merchandise returns without written approval. 4. 20% restocking charge will be made on all saleable merchandise returned. 5. Fuel Surcharge is reflected in Add'l Charges. All transactions referenced herein are governed by the terms and conditions located at https://www.gms.com/terms-conditions			Thank You

1,933.20 +
 16,362.00 +
 8,620.00 +
 8,620.00 +
 10,000.00 +
 50,000.00 +
 15,000.00 +
 5,000.00 +
 115,535.20 *

MGS Refrigeration Htg & Clg

2749 N. Florida Ave
 Alamogordo, NM 88310
 Phone: (575) 443-1249
 Fax: (575) 437-1405

Invoice

Invoice Number
SD5467
Invoice Date
8/27/2019
Customer No
4801

RECEIVED
 8/27/19

QB

Location of Service: White Sands Mall - Pizza Nine
 3199 N. White Sands Blvd.

Blvd.

10

Alamogordo, NM 88310

Job No	Customer PO No	Customer Job No.	Payment Terms	Due Date
D006956			Net 30 Days	9/26/2019
Quantity	Description	U/M	Rate/Unit	Price
1.00	Price as Quoted to remove old compressor on unit 6 of Pizza nine. Remove Freon and save. Disconnect and remove compressor. Install new compressor and connect to system. Pull Vacuum and charge system with recovered Freon. Perform operations check. One year warranty on compressor. 30 days Labor warranty.	EA	1,790.00	1,790.00

Subtotal \$ 1,790.00
 Sales Tax (if applicable) \$ 143.20

Total Due \$ 1,933.20

Thank you for your business!

Parts and Labor Warranty: All parts are warrantied as per manufacturer specifications. We do not guarantee parts other than the ones that MGS Refrigeration supplies. If repairs become necessary due to the other defective parts, the parts will be charged separately. MGS Refrigeration Heating and Cooling gives a 30 day labor warranty on all work performed.

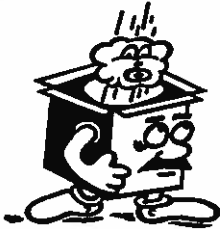
Terms: Due Upon Completion. I have the authority to order the above work and do so order as outlined above. All work COD unless approved in writing. Customer responsible for the expenses incurred in the

SOLID CAP PROPERTIES LLC

MGS Refrigeration, Heating & Cooling, Inc

5647

Date	Type	Reference	Original Amt.	Balance Due	9/16/2019 Discount	Payment
8/16/2019	Bill	SD5383	1,285.32	1,285.32		1,285.32
8/27/2019	Bill	SD5467	1,933.20	1,933.20		1,933.20
8/29/2019	Bill	SD5508	472.72	472.72		472.72
					Check Amount	3,691.24



MGS Refrigeration Htg & Clg

2749 N. Florida Ave
Alamogordo, NM 88310
575-443-1249
MGSOFFICE911@gmail.com

STATEMENT

RECEIVED
7/2/19

White Sands Mall
3199 N. White Sands Blvd.

Statement as of: 7/2/2019

Alamogordo, NM 88310

Invoice Date	Invoice No.	Job Information	Amount
6/26/2019	19-090	WSM-Pizza9	\$16,362.00

SOLID CAP PROPERTIES LLC

MGS Refrigeration, Heating & Cooling, Inc

Date	Type	Reference
7/2/2019	Bill	19-090

Original Amt.
16,362.00

Balance Due
16,362.00

7/17/2019
Discount
Check Amount

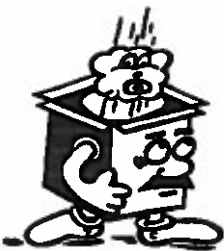
5598
Payment
16,362.00
16,362.00

**Operating Account

16,362.00

Current	30-60 days	61-89 days	Over 90 Days
\$16,362.00	\$0.00	\$0.00	\$0.00

Total Amount Due: \$16,362.00



MGS Refrigeration Htg & Clg

2749 N. Florida Ave
Alamogordo, NM 88310
Phone: (575) 443-1249
Fax: (575) 437-1405

Invoice

Invoice Number
19-090
Invoice Date
6/26/2019
Customer No.
4801

Bill To: White Sands Mall
3199 N. White Sands Blvd.

Alamogordo, NM 88310

Re: WSM-Pizza9
Job: Pizza 9
White Sands Mall Ste C1
Alamogordo, NM 88310

Our Job No
19-090

Customer Job No

Customer PO

Payment Terms
Net 30 Days

Due Date
7/26/2019

Description

Price

15,150.00

Price as Quoted to replace to 7.5 ton units with two 7.5 ton York rooftop units. Disconnect and remove the old units. Install two new York units on old curbs. Connect electric and thermostats. Install hail guards and manual outside air dampers. excludes gas and crane.

OK to pay 7/19/19

Operations Acct.

Subtotal	\$	15,150.00
Sales Tax (if applicable)	\$	1,212.00
Total Due	\$	16,362.00

Thank you for your business!

The HVAC system is required to be checked out and the service documented by a licensed, professional HVAC company annually. If no maintenance service is performed, the "Parts and Labor" warranty provided by the manufacturer and MGS for the installed equipment could be voided. Homeowner is responsible for annual maintenance service costs. Equipment filters must be changed by owner, at a minimum, every three months to prevent problems with your new system. By signing below, you agree that MGS Refrigeration, Heating and Cooling has informed you of the requirements to have an annual maintenance service performed and filter change requirements on the installed HVAC equipment:

Signature: _____

SHELLEY M HUGHES, ARCHITECTS, PC

500 BURRO AVE
PO BOX 93
CLOUDCROFT, NM 88317

Invoice

Date	Invoice #
9/16/2019	196

Bill To
WHITE SANDS MALL FRED GRIFFITH 3199 WHITE SANDS BLVD ALAMOGORDO, NM 88310

P.O. No.	Terms	Project Number
7	Net 10	2019-13

Quantity	Description	Rate	Amount
	Pizza 9 Construction Documents 100%; Construction Administration 100% NMGRT	8,000.00 7.75%	8,000.00T 620.00

SOLID CAP PROPERTIES LLC

Shelly M. Hughes, Architects, PC

Date	Type	Reference
8/7/2019	Bill	188

Original Amt.
17,240.00

Balance Due
8,620.00

9/25/2019
Discount
Check Amount

5664

Payment
8,620.00
8,620.00

**Operating Account

8,620.00

SHELLEY M HUGHES, ARCHITECTS, PC

500 BURRO AVE
PO BOX 93
CLOUDCROFT, NM 88317

Invoice

Date	Invoice #
8/8/2019	188

Bill To
WHITE SANDS MALL FRED GRIFFITH 3199 WHITE SANDS BLVD ALAMOGORDO, NM 88310

P.O. No.	Terms	Project Number
Pizza 9 7	Net 10	2019-13

Quantity	Description	Rate	Amount
	Pizza 9 Construction Documents - 75% NMGRT	8,000.00 7.75%	8,000.00T 620.00

SOLID CAP PROPERTIES LLC

Shelly M. Hughes, Architects, PC

Date	Type	Reference
8/7/2019	Bill	188

Original Amt.
17,240.00

Balance Due
17,240.00

8/8/2019
Discount
Check Amount

5614

Payment
8,620.00
8,620.00

**Operating Account

8,620.00

BY

10,000.00

Donna LLC DBA Pizza 9

5643 Jefferson St. NE Suite A
Albuquerque, NM 87109 US
(505)764-3780
Pizza9AR@gmail.com

BILL TO
Fred Griffith

DATE

06/17/2019

DATE	ACTIVITY	AMOUNT
06/17/2019	Buildout Material and startup for Alamogordo	50,000.00
TOTAL		50,000.00
BALANCE DUE		\$0.00

1st TRANCHE
Pd. to Donna LLC
DBA Pizza 9

SOLID CAP PROPERTIES LLC
Donna LLC, dba Pizza 9
Loan Documentation Fees

1st tranche for Pizza 9 build out

6/18/2019

5568

50,000.00

**Operating Account

50,000.00

Pizza9AR@gmail.com



BILL TO

Fred

DATE 12/3/2019

Chicago Style Pizza & More

Receipt #: 10[illegible]

\$ 15,000.00

SOLID CAP PROPERTIES LLC

Donna LLC, dba Pizza 9

CAM Interior:Loan Documentation Fees

Inv. dated 12/3/19

12/3/2019

5731

15,000.00

Pizza9AR@gmail.com



Chicago Style Pizza & More

DATE 1/3/2020

[illegible]

SUBTOTAL	5,000.00
TAX	
TOTAL	5,000.00
BALANCE DUE	\$ 5,000.00



"Our Business is Protecting Yours"

Project Sales Agreement

Prepared For:

WHITE SANDS MALL

FRED GRIFFITH

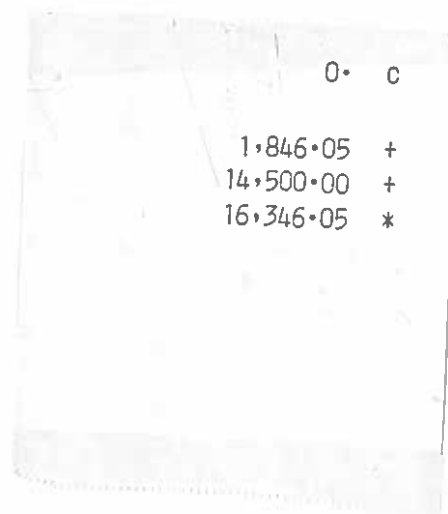
OWNER

Phone: 707 834 0666

eMail: FGRIFITH44@GMAIL.COM

3199 N. WHITE SANDS BLVD

ALAMOGORDO, NM 88310



Prepared & Submitted By:

Aaron K. Hourigan

Phone: 505 3463568

Cell: 505 977 0061

Fax: 505 883 9572

eMail: aaron.hourigan@redhawkus.com

Date Prepared: November 13, 2019

Agreement Start Date:

Proposal No:

PROJECT AGREEMENT

By and Between

Red Hawk Fire & Security
8601 President Place, Suite 5
Albuquerque, NM 87113

(Hereinafter "Seller")

Proposal ID:

WHITE SANDS MALL
3199 N. WHITE SANDS BLVD
ALAMOGORDO, NM 88310

(Hereinafter "Customer")

Installation and / or Service Location:

PIZZA 9 WHITE SANDS MALL
3199 N. WHITE SANDS BLVD,
ALAMOGORDO NM 88310

PROJECT

Your cost for Material and Installation is \$14,500.00 plus applicable taxes.
Please see Addendum A - Schedule of Equipment.

No maintenance options included.

TIME SENSITIVE: Due to the uncertainty of material prices we will be unable to honor this quotation after ten (10) days.

CUSTOMER MUST INITIAL HERE IF SERVICE IS NOT BEING PROVIDED UNDER THIS AGREEMENT _____

OUR PRICE INCLUDES THE FOLLOWING AS DESCRIBED IN THE STATEMENT OF WORK ATTACHED HERETO:

1. See Scope of Work
2. Proposal includes all materials needed to complete installation
3. Includes conduit needed to add new devices in areas on no coverage
- 4
- 5

OUR PRICE EXCLUDES THE FOLLOWING:

1. Any added requests made by the AHJ.
2. Overtime or night work - unless otherwise noted.
3. Any repairs not included in scope above.
4. Damage incurred from lack of integrity of existing components.
5. Posting, scheduling or conducting a "fire watch" due to fire system impairment(s).

**** DID YOU KNOW YOU MAY HAVE THE ABILITY TO LEASE THIS SYSTEM? ****

Dollar Buyout	24 Months	36 Months	48 Months	60 Months
Monthly Payment	\$688.75	\$475.60	\$356.41	\$306.10

Fast, hassle free same day approval using the online application. Technology Refresh options available

To lease this system or learn why leasing may be your best choice, call Aaron K. Hourigan at 505 3463568

Proposal ID:

GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

1. PAYMENT: As a condition of performance, payments are to be made as follows: Customer will pay 30% upon contract signing, 30% upon shipment of equipment to Seller or Customer, 30% upon substantial completion and 10% upon final acceptance by Customer.

The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less.

Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a Five Percent (5%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

2. TAXES: The Customer shall be responsible for all taxes applicable to the work and/or materials hereunder.

3. WORK HOURS: Seller will perform all work during normal business hours: Monday through Friday, 8:00 AM - 05:00 PM

Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed.

4. INSTALLATION CONDITIONS:

Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, gROUTING, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

5. TIME AND MATERIALS SERVICE WORK / CHANGE ORDERS In the event that Seller is asked by Customer to perform additional work, e.g., on a time and materials basis or per change order, during the duration of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller premium rates in effect at the time the work is performed.

6. INDEMNIFICATION: Seller agrees to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this Agreement but not to the extent caused by others.

7. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the Agreement value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

8. GENERAL: (a) This Agreement, and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

Proposal ID:

9. WARRANTIES:

Any equipment provided by the Seller will be warranted for a period of One (1) Year from the date of the equipment or replacement parts are installed by Seller. Notwithstanding the foregoing, labor provided by Seller on any physical security equipment specified on the Schedule of Equipment attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspections, labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller. Any equipment provided by the Seller will be warranted for a period of one (1) year from the date the equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND EQUIPMENT PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

10. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts:

(a) Comprehensive General Liability Insurance covering bodily injury and property damage with a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence and (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not waive its right to subrogation or provide copies of its policies, certified or otherwise nor does it provide endorsements.

11. FORCE MAJEURE: Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Service charges shall cease until service is resumed.

12. MUTUAL WAIVER OF DAMAGES: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE.

13. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with hazardous materials or substances upon, beneath, about, or inside Customer's equipment or property, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

14. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

15. COMMERCIAL ITEMS: Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price or time and material basis. The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") Part 2, and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices, which do not consider, and will not meet, any special requirements of U.S. Government cost principles and procedures under FAR or similar procurement regulations.

16. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. Attorneys' fees and other legal costs may be assessed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

17. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

18. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Proposal ID:

19. **SUBCONTRACTING:** Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

20. **NOTICES:** All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle.

21. **Price Adjustment Clause Proposal:** Customer agrees that the availability and price of certain Materials and Commodities ("Materials") worldwide, including but not limited to, oil, gasoline, steel, aluminum, wire and plastic products can be extremely volatile. Seller's pricing for this contract is competitive and has allowed for a reasonable escalation of Materials costs. Customer agrees however, that should the cost of Materials exceed five percent (5%) above the current cost to Seller, Seller may supply a change order in writing or by e-mail for the increase in the cost of Materials as described above and the Customer agrees to approve and agree to pay the change order in writing or by email in no more than (10) ten calendar days of the email being sent to Customer. Further, the Parties agree that notwithstanding anything stated to the contrary in the governing terms and conditions, when circumstances as described above so require, CUSTOMER AGREES THAT IN THE EVENT CUSTOMER FAILS TO ACCEPT AND APPROVE THE CHANGE ORDER WITHIN (10) TEN CALENDAR DAYS AFTER SELLER SENDS IT, SELLER WILL PROCEED, KEEP RECEIPTS OF ALL COSTS AND ADD THE INCREASE AS WELL AS A TEN PERCENT (10 %) ADMINISTRATIVE FEE TO ITS NEXT INVOICE TO CUSTOMER.

Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

Attn: Red Hawk Fire & Security
8601 President Place, Suite 5
Albuquerque, NM 8711

And if sent by the Seller to the Customer, shall be addressed as follows:

Attn: WHITE SANDS MALL
FRED GRIFFITH
3199 N. WHITE SANDS BLVD
ALAMOGORDO, NM 88310

**SIGNATURES CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN.
AGREEMENT VALID UPON SIGNATURE OF A RED HAWK MANAGER.**

**Red Hawk Fire & Security
Proposed By:**

**WHITE SANDS MALL
Accepted By:**

Aaron K. Hourigan

Aaron K. Hourigan
Account Representative

Date

FRED GRIFFITH
FRED GRIFFITH
OWNER

Date

Accepted By:

Bill Wayland

Date

General Manager, Red Hawk Fire & Security LLC

ESSENTIAL FIRE PROTECTION SYSTEMS, INC.**10920 Marconi Lane****El Paso, TX 79935-4611****(915) 592-5066 Fax: (915) 592-6771****Email: office@essentialfire-ep.com**

Invoice#

CONTRACT

RECEIVED
FEB 03 2020
BY: _____**INVOICE**

Customer

Name	White Sands Mall
Address	3199 N. Scenic Dr.
City	Alamogordo NM 88310
Attn:	Accounts Payable

Date	2/3/2020
P.O. #	
Work Order #	
Pay Request #	# 2 - Final

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Labor and material necessary to modify existing system for Pizza 9 in the White Sands Mall located at 3199 N. Scenic Drive in Alamogordo NM 88310		
	Contract Amount		\$11,707.00
	Labor and Material to Date		\$11,707.00
	Less Previous Payments		\$9,950.95
	Amount Due this period		\$1,756.05

OK by [Signature] 2/3/2020

Payment Details	
☒	DUE UPON RECEIPT
Name	_____
CC #	_____
Expires:	_____

SubTotal	\$1,756.05
NM Gross	
Receipts Tax	\$90.00
TOTAL	\$1,846.05

If this job is tax exempt, please remit a tax exempt certificate with your payment

To insure proper credit, please include invoice number on your remittance. Thank You!

We appreciate your Business!

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2020

Report Date: 2/19/2020

Report No: 10.

Submitted By: Petria Bengoechea

Subject: Consider, and act upon, an Application for Gross Receipts Tax Abatement related to the Ross Dress for Less Store located at the White Sands Mall. (*Petria Bengoechea, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Solid CAP Properties, LLC has submitted a Gross Receipts Investment Program (GRIP) Application for the development of the property located inside the White Sands Mall. Based upon the GRIP application submitted the cost of the new structure is \$539,217.14. It is estimated the store will generate approximately \$4.4MM in gross receipts taxes while creating an estimated 23 new jobs. If the application is approved, the next step in the process is the preparation of a GRIP Agreement which would be brought before the Commission for its consideration.

**APPLICATION FOR GROSS RECEIPTS TAX ABATEMENT
CITY OF ALAMOGORDO, NEW MEXICO**

FILING INSTRUCTIONS:

This filing acknowledges familiarity and assumed conformance with "Ordinance No. 1379, and Ordinance No. 1505, Gross Receipts Investment Program" ("GRIP"), (Copy attached). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

ORIGINAL COPY OF THIS APPLICATION AND ATTACHMENTS SHOULD BE SUBMITTED TO:

CITY MANAGER
CITY OF ALAMOGORDO
1376 EAST 9TH STREET
ALAMOGORDO, NM 88310

PART 1 - APPLICANT INFORMATION

Business Name: **Solid CAP Properties, LLC.**

Submittal Date: **02/04/2020**

Address/City: **3199 N. White Sands Blvd. Alamogordo**

Name/Address/Phone of Business Contact on this Project: **Ida Mangum, Manager 505 879-3478 (m) 575 434-3990 (o)**

Business Owner ☒ Developer ☐
Type of Business: Corporation ☐ Partnership ☐
Proprietorship ☐ Limited Liability Company ☒

PART II - PROJECT INFORMATION

This application is for a: New Business ☒ Expanding Existing Business ☐

Type of Activity: Commercial ☐ Retail ☒

Attach a brief company overview, including a brief description of the product(s) and/or services, years in respective industry, and major clients/buyers of company's products and/or services.

Attachment Yes ☒ **see Attachment 1**

Attach a brief description of the product(s) and/or services that will be produced or sold in Alamogordo? Attachment Yes ☒ **see Attachment 2**

Type of Construction: New Construction ☐ Rehabilitation of Existing Structure ☒

Proposed Facility Address and Legal Description: (See Exhibit A)

Attach a map showing site: (See Exhibit B)

PART III - PROJECT DESCRIPTION

PLEASE COMPLETE AND SUBMIT THE FOLLOWING FOR THE PROJECT:

Brief description of work: **build-out a new Ross Dress for Less Store inside the old Kmart building**

Please attach a statement:

- 1) describing the contractor's physical presence in the City sufficient to subject the project to Local Option Gross Receipts Tax;
- 2) describing preference and priority the contractor gave to local manufacturers, suppliers, vendors, contractors and labor, or if local preference and priority not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency, describing added expense, substantial inconvenience, or sacrifice in operating efficiency;
- 3) providing a list of local manufacturers, suppliers, vendors, contractors and labor used or to be used in this project; and
- 4) providing a list of personal property for which abatement is requested.

Total cost of the expansion or new construction: **\$539,217.14**

Include documentation to support cost of improvements. Acceptable examples are:

- 1) A notarized list identifying the general categories of the work completed, the date the work was completed, and each category's expense.
- 2) The Affidavit of the draw payments of the construction contract. (Please ensure that the affidavit includes a description of the work completed.)
- 3) Settlement Statement of the bank loan taken out for the construction costs.

You must document that the value of the expansion or new construction exceeds \$50,000.00.

PART IV - ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements: **\$539,217.14**

B. Permanent employment estimates:

If existing facility, the current employment level: 0.

Estimated number of new jobs created: 23.

C. Construction employment estimates:

Construction to start: Month: **May** Year: **2019**

Construction to be completed: Month: **October** Year: **2019**

Number of construction jobs anticipated:

At start: **5** Peak: **5** Finish: **4**

D. Estimated property tax base value increase:

Valuation of existing property as of January 1, preceding this application:

LAND IMPROVEMENTS

\$ _____ \$ _____

Estimated value of property upon completion of the project subject.

LAND IMPROVEMENTS

\$ _____ \$ _____

Estimated Gross Receipt Taxes generated by the business prior to the expansion or construction. **\$0.00**

Estimated Gross Receipt Taxes to be generated by the business after the expansion or construction. **\$4.4 million**

I declare under the penalties of falsification that this application, including all enclosed documents and statements, has been examined by me, and to the best of my knowledge and belief is true, correct, and complete.

2/3/2020
Date


Signature of Applicant

Statement Regarding Part III

1. National Construction was the General Contractor for All Landlord Work. They are located in Alamogordo, NM
2. National Construction uses employees located in Alamogordo and the surrounding areas including General Hydronics, Stone Electric and many other local subcontractors
3. Please see attached invoices for this information provided by national Construction.



My Store: Alamogordo
Open until 10:00 PM

Found In Store | St



About Us

Welcome to Ross Dress for Less

Since 1982, our focus has been on bringing our customers a constant stream of high quality department and specialty store brands at extraordinary savings a.k.a. bargains, while providing an easy, fun and organized shopping experience.

So what's our secret?

The Power of Saving

We're big—as the nation's largest off-price retail chain, we have a great deal of purchasing power.

We're savvy—our buyers search the globe for the best brands and latest styles. We work directly with manufacturers to negotiate the best deals!

We believe in "no frills"—no window displays, mannequins, fancy fixtures or decorations in our stores so we can pass more savings on to our customers.

We love new buys—we keep it simple so we can get the great buys into our stores quickly which means almost every day!

Interested in working @ Ross?

We have many job opportunities ranging from store associates to careers at our corporate offices.

[Search For Jobs](#)

Community Involvement

Ross is committed to giving back to its local communities through partnership with the Boys & Girls Clubs of America (BGCA).

Attachment 2

For the retail sale of clothing, home goods, toys and misc. items

PHYSICAL ADDRESS:

3201 N. WHITE SANDS BLVD. SUITE B
ALAMOGORDO, NM 88310

LEGAL DESCRIPTION:

Fidelity National Title Insurance Company
LOAN POLICY OF TITLE INSURANCE

EXHIBIT A

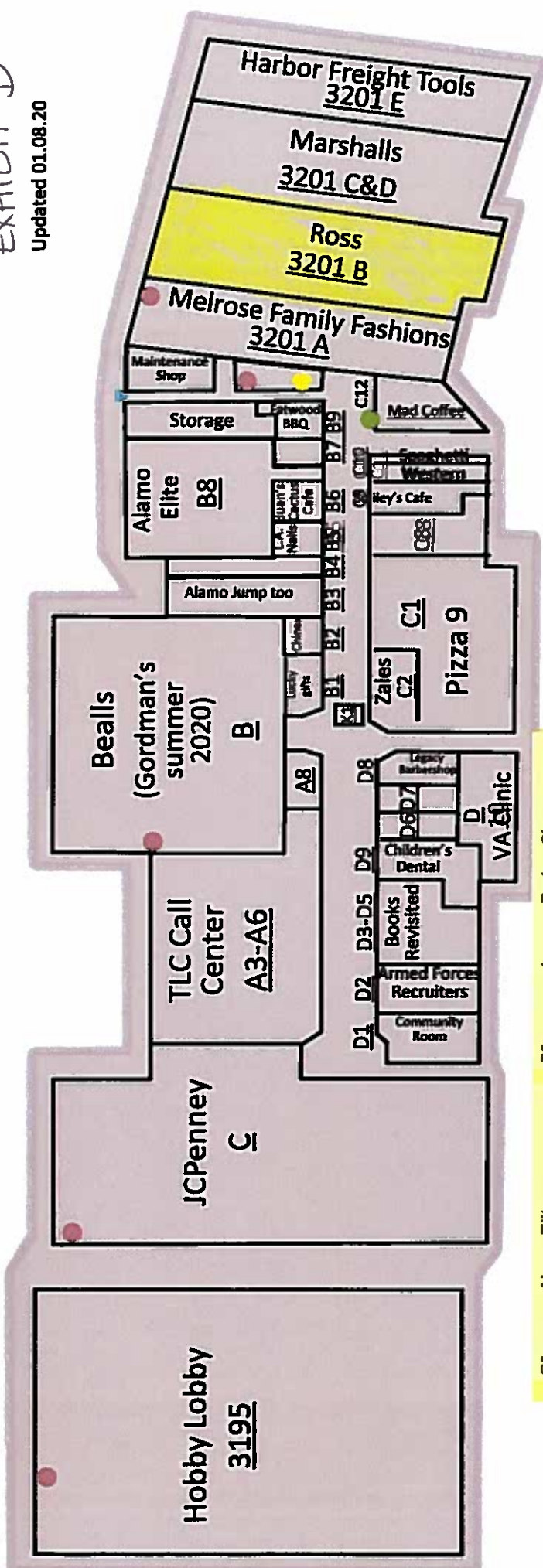
Policy No 8247431-210909880

File No 20160702 JM

LEGAL DESCRIPTION

Tracts 1, 2, 3, 4, 5 and 6, WHITE SANDS MALL SUBDIVISION, Otero County, New Mexico.

Updated 01.08.20



- Management Office
- ATM Machine
- Restrooms

Sally Beauty Supply <u>E1</u>	Cuttin' Up <u>E2</u>	U Top It Yogurt <u>E3</u>	H & R Block <u>E4</u>	Subway <u>F1</u>
----------------------------------	-------------------------	------------------------------	--------------------------	---------------------

B8	Alamo Elite	D8	Legacy Barber Shop
B3	Alamo Jump too	B1	Lucky Gifts
D1	Community Room	C12	Mad Coffee
B	Bealls (Gordmans 2020)	3201 A	Melrose Family Fashions
D3-D5	Book Revisited	C1	Pizza 9
B2	Chinex	D2	Recruiter's Office
D9	Children's Dental	3201B	Ross Dress for Less
E2	Cuttin' Up	E1	Sally Beauty Supply
B9	Fatwood BBQ Express	C10 C11	Spaghetti Western I & II
E4	H & R Block	C9	Smiley Sister's Café
3201E	Harbor Freight Tools	F1	Subway
3195	Hobby Lobby	A2-A7	TLC Call Center
B6	Juan's Cactus Café	E3	U Top It Frozen Yogurt
C	JC Penney	D10	VA Clinic
C	JCP Salon	K5	Watermill Express
B5	LA Nails	C2	Zales #1312



White Sands Blvd



Account Detail

132-RE COMMIT LN/1Y-8866**\$499,296.49**

Current balance

Pending Transactions

No Records Available

Posted Transactions

Date	Description	Withdrawal/Deposit	Balance
08/13/2019	LOAN PAYMENT FROM CK-XXXXXXXXXXXX0501	1,648.08	385,977.27
08/13/2019	PIZZA 9 EXT GLASS DOORS	-4,854.60	385,977.27
07/30/2019	RESEAL & STRIPE NORTH PARKING LOT	-24,300.00	381,122.67
07/29/2019	DONNA LLC DBA PIZZAZZ 9 DRAW	-73,818.99	356,822.67
07/29/2019	LOAN PAYMENT FROM CK XXXX0501	1,207.42	276,647.88
07/18/2019	SMILEY'S RENOVATIONS DRAW	-6,355.80	283,003.68
07/05/2019	ROSS CONSTRUCTION DRAW	✓ -16,200.00	276,647.88
06/17/2019	CC TO NATIONAL CONST APP #1 2ND HALF 2ND 1/2	✓ -215,658.44	260,447.88
06/17/2019	CC TO NATL CONST APP #2 FINAL	✓ -22,078.44	44,789.44
06/17/2019	CC TO NATL CONST APP #1	✓ -16,200.00	22,711.00
06/17/2019	LOAN FEE PAYMENT	5,000.00	6,511.00
06/17/2019	OTHER CHARGE ADVANCE	509.00	6,511.00
06/17/2019	DOCUMENTATION FEE INCREASE	-509.00	6,511.00
06/17/2019	OTHER CHARGE ADVANCE	1,002.00	6,511.00
06/17/2019	FILING FEES INCREASE	-1,002.00	6,511.00
06/17/2019	LOAN COST INCREASE	-1,500.00	0.00

Account Summary

Current Balance	\$499,296.49
As Of	02/03/2020
Interest Paid YTD	\$2,472.21
Next Payment Date	02/13/2020
Next Payment Due	\$2,472.21
Last Payment Date	01/13/2020
Maturity Date	06/13/2029

0.00	*
16,200.00	+
215,658.44	+
22,078.44	+
16,200.00	+
270,136.88	*

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side)

DATE: 5/13/19
 RECEIVED
 5/13/19

TO (OWNER): Solid Cap Properties
 3199 N. White Sands Blvd.
 Alamogordo, NM 88310

PROJECT: North Parking Lot
 3201 N. White Sands Blvd.
 Alamogordo, NM 88310

APPLICATION NO. 1
 PERIOD TO: 5/31/2019
 ARCHITECTS: PROJECT NO.:

Distribution to:
☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): National Construction, Inc.
 P.O. Box 1478
 Alamogordo, NM 88311

CONTRACT FOR: Reseal & Strip North Parking Lot

CONTRACT DATE: April 1, 2018

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner	TOTAL	ADDITIONS	DEDUCTIONS
Approved this Month			
Number			
Date Approved			
Net change by Change Orders	TOTAL	0.00	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown is now due.

CONTRACTOR: National Construction, Inc.

By: *[Signature]*

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract.
 Continuation sheet, if attached

1. ORIGINAL CONTRACT SUM..... \$ 52,500.00
2. NET CHANGE BY CHANGE ORDERS..... \$ 52,500.00
3. CONTRACT SUM TO DATE (LINE 1 + 2)..... \$ 105,000.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 15,000.00
5. RETAINAGE: (Column G)
 a. 0 % of completed work.....
 b. (Column D + E) 0 % of stored material.....
 Total Retainage (Line 5a + 5b or Total in Column I)..... \$ 52,500.00
6. TOTAL EARNED LESS RETAINAGE..... \$ 52,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ -
8. CURRENT PAYMENT DUE..... \$ 15,000.00
9. CURRENT GROSS RECEIPTS TAX..... \$ 1,200.00
10. TOTAL PAYMENT DUE INCLUDING TAX..... \$ 16,200.00
11. BALANCE TO FINISH..... \$ 37,500.00

State of: New Mexico County of: Otero
 Subscribed and sworn to before me this 13th day of May 2019
 Notary Public: *[Signature]*

AMOUNT CERTIFIED: \$

ARCHITECT:

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

White Sands Mall
Re-seal Stripe North Parking Lot

APPLICATION NO.:	1
APPLICATION DATE:	5/8/2019
PERIOD FROM:	5/1/2019
PERIOD TO:	5/31/2019

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C - G)
			Previous Applications	This Application Work In Place	Stored Materials (not in D or E)			
1	General Conditions	2,500.00	0.00	0.00	0.00	0.00	0%	2,500.00
3	Site Work	50,000.00	0.00	15,000.00	0.00	15,000.00	30%	35,000.00
SUBTOTALS		52,500.00	0.00	15,000.00	0.00	15,000.00	29%	37,500.00
TOTALS		\$52,500.00	\$0.00	\$15,000.00	\$0.00	15,000.00	29%	37,500.00

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side)

TO (OWNER) Solid Cap Properties
3199 N. White Sands Blvd.
Alamogordo, NM 88310

PROJECT North Parking Lot
3201 N. White Sands Blvd.
Alamogordo, NM 88310

FROM (CONTRACTOR) National Construction, Inc.
P.O. Box 1478
Alamogordo, NM 88311

APPLICATION NO. 2
PERIOD TO 7/2/2019
ARCHITECTS
PROJECT NO.

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

CONTRACT FOR Resell & Strip North Parking Lot

CONTRACT DATE April 1, 2019

RECEIVED
7/2/19

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS	
TOTAL			
Approved this Month			
Number	Date Approved		
Net change by Change Orders	TOTAL	0.00	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown is now due.

OK
7/2/19
Ross

CONTRACTOR: National Construction, Inc. 7/2/2019

By: *[Signature]*

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract.
Continuation sheet, is attached

1. ORIGINAL CONTRACT SUM \$ 52,500.00
2. NET CHANGE BY CHANGE ORDERS \$ -
3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 52,500.00
4. TOTAL COMPLETED & STORED TO DATE \$ 36,000.00
(Column G)
5. RETAINAGE:
a. 0 % of completed work
b. (Column D + E)
0 % of stored material
(Column F)
Total Retainage (Line 5a + 5b or Total in Column I) \$ -
6. TOTAL EARNED LESS RETAINAGE \$ 52,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 15,000.00
8. CURRENT PAYMENT DUE \$ 15,000.00
9. CURRENT GROSS RECEIPTS TAX \$ 1,200.00
10. TOTAL PAYMENT DUE INCLUDING TAX \$ 16,200.00
11. BALANCE TO FINISH \$ 22,500.00

State of New Mexico County of Otero
Subscribed and sworn to before me this _____ day of _____ 2019
Notary Public: *[Signature]*

AMOUNT CERTIFIED: \$ _____
(Attach explanation if amount differs from the amount applied for)

ARCHITECT:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

Received DEVEN on 7/3/19

White Sands Mall
Re-seal Stride North Parking Lot

APPLICATION NO.	2
APPLICATION DATE.	7/12/2019
PERIOD FROM:	7/1/2019
PERIOD TO:	7/30/2019

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C - G)
			Previous Applications	This Application Work in Place	Stored Materials (not in D or E)			
1	General Conditions	2,500.00	0.00	0.00	0.00	0.00	0%	2,500.00
3	Site Work	50,000.00	15,000.00	15,000.00	0.00	30,000.00	60%	20,000.00
	SUBTOTALS	52,500.00	15,000.00	15,000.00	0.00	30,000.00	57%	22,500.00
TOTALS		\$52,500.00	\$15,000.00	\$15,000.00	\$0.00	30,000.00	57%	22,500.00

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side)

TO (OWNER):	Solid Cap Properties 3199 N. White Sands Blvd. Alamogordo, NM 88310	PROJECT:	Rosa 3201 N. White Sands Blvd. Alamogordo, NM 88310	APPLICATION NO:	2-FINAL 5/8/2019	Distribution to:	☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR
FROM (CONTRACTOR):	National Construction, Inc. P.O. Box 1478 Alamogordo, NM 88311	VIA:		ARCHITECTS:	Shelley Hughes Arch		
CONTRACT FOR:	Rosa Landlord's Work	CONTRACT DATE:	February 11, 2019	PROJECT NO.:			

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner	TOTAL	ADDITIONS	DEDUCTIONS
Approved this Month			
Number			
Date Approved			
Net change by Change Orders	TOTAL	0.00	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown is now due.

CONTRACTOR: National Construction, Inc. 5/8/2019

By: *[Signature]*

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract.
Continuation sheet, is attached

1. ORIGINAL CONTRACT SUM	\$ 421,367.00
2. NET CHANGE BY CHANGE ORDERS	\$ -
3. CONTRACT SUM TO DATE (LINE 1 + 2)	\$ 421,367.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 421,367.00
(Column G)	
5. RETAINAGE:	
a. 0 % of completed work	
b. (Column D + E)	
c. 0 % of stored material	
(Column F)	
Total Retainage (Line 5a + 5b or 5c)	\$ -
6. TOTAL EARNED LESS RETAINAGE	\$ 421,367.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 400,924.00
8. CURRENT PAYMENT DUE	\$ 20,443.00
9. CURRENT GROSS RECEIPTS TAX	\$ 1,635.44
10. TOTAL PAYMENT DUE INCLUDING TAX	\$ 22,078.44
11. BALANCE TO FINISH	\$ 0.00

State of: New Mexico County of: Otero

Subscribed and sworn to before me this 5 day of May 2019

Notary Public: *[Signature]*

AMOUNT CERTIFIED: \$

(Attach explanation if amount differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

White Sands Mall Ross Landlord's Work

APPLICATION NO.:	1
APPLICATION DATE:	4/15/2019
PERIOD FROM:	4/1/2019
PERIOD TO:	4/30/2019

[illegible]

February 11, 2015

Application is made for Payment, as shown below, in connection with the Contract
Continuation sheet, is attached

1. ORIGINAL CONTRACT SUM	\$ 421,367.00
2. NET CHANGE BY CHANGE ORDERS	\$ -
3. CONTRACT SUM TO DATE (LINE 1 +/- 2)	\$ 421,367.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 400,924.00
(Column G)	
5. RETAINAGE:	
a. 0 % of completed work	
(Column D + E)	
b. 0 % of stored material	
(Column F)	
Total Retainage (Line 5a + 5b or	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown is now due.

4/16/2019

Wm. Bland

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT:

AMOUNT CERTIFIED:
(Attach explanation if amount differs from the amount applied for.)

5

By:

Date

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AAA DOCUMENT 0702 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AAA - 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1733 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

APPLICATION NO.:	2-FINAL
APPLICATION DATE:	5/8/2019
PERIOD FROM:	5/1/2019
PERIOD TO:	5/31/2019

[illegible]



Account Detail

132-RE COMMIT LN/1Y-8865**\$3,200,000.00**

Current balance

Pending Transactions

No Records Available

Posted Transactions

Date	Description	Withdrawal/Deposit	Balance
06/19/2019	LOAN PAYMENT FROM CK-XXXXXXXXXXXX0501	15,844.45	3,200,000.00
05/17/2019	LOAN PAYMENT FROM CK-XXXXXXXXXXXX0501	15,088.65	3,200,000.00
04/26/2019	ROSS LANDLORD'S WORK 1st 1/2	✓ -217,339.48	3,200,000.00
04/22/2019	DRAW 1 MARSHALL'S	-3,515.40	2,982,660.52
04/19/2019	LOAN PAYMENT FROM CK-XXXXXXXXXXXX0501	14,729.17	2,979,145.12
03/29/2019	LN ADV ROSS/MARSHALLS REMOVAL OF FLOOR TILE	✓ -13,608.00	2,979,145.12
03/19/2019	LOAN PAYMENT FROM CK-XXXXXXXXXXXX0501	13,262.54	2,965,537.12
02/19/2019	LOAN PAYMENT FROM CK-XXXXXXXXXXXX0501	14,558.91	2,965,537.12
02/08/2019	INV#1807-3/ADDL ARCHITECT FEES FOR ROSS	✓ -2,268.00	2,965,537.12
02/06/2019	Asbestos in Ross	✓ -33,696.00	2,963,269.12
01/24/2019	INV TO BASE 5 LLC FOR ROSS STORE COMMISSION	-29,126.25	2,929,573.12
01/18/2019	LOAN PAYMENT FROM CK-XXXXXXXXXXXX0501	14,342.38	2,900,446.87
01/11/2019	ADDITIONAL DESIGN SERVICES FOR ROSS / SOLID CAP	✓ -2,168.78	2,900,446.87
01/04/2019	LN ADV STUCCO SO SIDE OF MELROSE / SOLID CAP	-2,268.00	2,898,278.09

Account Summary

Current Balance	\$3,200,000.00
As Of	02/03/2020
Interest Paid YTD	\$15,844.44
Next Payment Date	02/19/2020
Next Payment Due	\$15,844.45
Last Payment Date	01/17/2020
Maturity Date	10/19/2028

217,339.48 +
13,608.00 +
2,268.00 +
33,696.00 +
2,168.78 +
269,080.26 *

emailed to Deborah 1/9/19 spm
me

National Construction, Inc.
P.O. Box 1479
Alamogordo, NM 88311

INVOICE

Date:	Invoice #
12/28/2018	1807-2

Office: (575) 437-2913
Fax: (575) 434-8821

Bill To: Fred Griffith

Solid Cap Properties
3199 N. White Sands Blvd.
Alamogordo, NM 88310



P.O.#

Project:

Additional Architect Fees for Ross Landlord Work

Item #	Description	Amount
1	Additional Design Services for Ross Façade Changes	\$2,008.13
2	New Mexico Gross Receipts Tax (8%)	160.65
Amount Due		\$2,168.78

✓ 8865
1/11/19
OK to Ref. 1/11/19
[Signature]

Emailed to Robert 3/11/19

RECEIVED
3/11/19



GWC Construction, Inc
P O Box 249
Lovington, NM 88260

Invoice

Date	Invoice #
3/1/2019	03012019-1

Bill To
White Sands Mall Att: Fred Griffith 3199 N Wite Sands Blvd Alamogordo, NM 88310



Description	P.O. No.	Terms	Project
		Due on receipt	Floor Removal Ross ...
Description	Qty	Rate	Amount
Final invoice for removal of floor tile and mastic in Ross/Marshalls.	1	12,600.00	12,600.00T
OK to Pay 3/29 [Signature]			

Thank you for your business.

Phone #	Fax #	E-mail
575-396-8492	575-396-0355	asbestos@valornet.com

Subtotal	\$12,600.00
Sales Tax (8.0%)	\$1,008.00
Total	\$13,608.00
Payments/Credits	\$0.00
Balance Due	\$13,608.00

attached to record 1/27/19
250 pm

RECEIVED
1/23/19

INVOICE

National Construction, Inc.
P.O. Box 1479
Alamogordo, NM 88311

Office: (575) 437-2913
Fax: (575) 434-8821

Date:	Invoice #
1/23/2019	1807-3

Bill To: Fred Griffith

Solid Cap Properties
3199 N. White Sands Blvd.
Alamogordo, NM 88310



P.O.#

Project:
Additional Architect Fees for Ross Landlord Work

Item #	Description	Amount
1	Additional Design Services for rear canopy Redlines from Ross and all meetings. Verify notes and drawings 100% ASI 1. Revisions to rear canopy	\$2,100.00
2	New Mexico Gross Receipts Tax (8%)	168.00
Amount Due		\$2,268.00

[Handwritten signature]
OK to pay
2/8/19

REMOVED 10 POUNDS 2-5-19 2:50pm
cc'd GWC

GWC Construction, Inc
P O Box 249
Lovington, NM 88260



Invoice

Bill To
White Sands Mall Att: Fred Griffith 3199 N Wite Sands Blvd Alamogordo, NM 88310

Date	Invoice #
2/1/2019	02012019-8

RECEIVED
2/5/19

Description	P.O. No.	Terms	Project
		Due on receipt	Floor Removal Ross ...
Description	Qty	Rate	Amount
Progress Invoice #1 Remove floor tile and mastic containing asbestos in Ross space. Price includes set up, mobilization, and air clearance. Removal of tackboards on east wall, remove tile up to bordering Melrose, and removal of tile bordering Marshalls and Ross. Caulk edges.	1	29,400.00	29,400.00T
	1	1,800.00	1,800.00T
Pricing below includes NMGR Original Contract - \$45,360.00 Change Order - \$1,944.00 New Contract Total - \$47,304.00 This Invoice - \$33,696.00 Remaining Balance - \$13,608.00			

OK
2/6/19

Thank you for your business.

Phone #	Fax #	E-mail
575-396-8492	575-396-0355	asbestos@valornet.com

Subtotal	\$31,200.00
Sales Tax (8.0%)	\$2,496.00
Total	\$33,696.00
Payments/Credits	\$0.00
Balance Due	\$33,696.00

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2020

Report Date: 2/19/2020

Report No: 11.

Submitted By: Petria Bengoechea

Subject: Consider, and act upon, an Application for Gross Receipts Tax Abatement related to the McDonald's located at 3610 N. White Sands Blvd. (*Petria Bengoechea, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: IGT Enterprises d/b/a McDonald's has submitted a Gross Receipts Investment Program (GRIP) Application for the development of the property located at 3610 N. White Sands Blvd. Based upon the GRIP application submitted the cost of the new structure is \$4,000,000.00. It is estimated the restaurant will generate approximately \$876,312.00 in gross receipts taxes while creating an estimated 50 new jobs. If the application is approved, the next step in the process is the preparation of a GRIP Agreement which would be brought before the Commission for its consideration.

**APPLICATION FOR GROSS RECEIPTS TAX ABATEMENT
CITY OF ALAMOGORDO, NEW MEXICO**

FILING INSTRUCTIONS:

This filing acknowledges familiarity and assumed conformance with "Ordinance No. 1379, and Ordinance No. 1505, Gross Receipts Investment Program" ("GRIP"). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

**ORIGINAL COPY OF THIS APPLICATION AND ATTACHMENTS SHOULD BE
SUBMITTED TO:**

CITY ATTORNEY
CITY OF ALAMOGORDO
1376 EAST 9TH STREET
ALAMOGORDO, NM 88310

PART I - APPLICANT INFORMATION

Business Name: IGT Enterprises DBa McDonald's
Submittal Date: 2/18/2020
Address/City: PO Box 880 Alamogordo NM 88311
Name/Address/Phone of Business Contact on this Project: 3610 N White Sands Blvd
Alamogordo NM 88310 Joshua Ramsey 575.921.3895

Business Owner ☒ Developer ☐
Type of Business: Corporation ☒ Partnership ☐
Proprietorship ☐ Limited Liability Company ☐

PART II - PROJECT INFORMATION

This application is for a: New Business ☐ Expanding Existing Business ☒
Type of Activity: Commercial ☐ Retail ☒
Attach a brief company overview, including a brief description of the product(s) and/or services,
years in respective industry, and major clients/buyers of company's products and/or services.
Attachment Yes ☒

Attach a brief description of the product(s) and/or services that will be produced or sold in
Alamogordo? Attachment Yes ☒
Type of Construction: New Construction ☒ Rehabilitation of Existing Structure ☐

Proposed Facility Address and Legal Description: (See Exhibit A)

Attach a map showing site: (See Exhibit B)

PART III - PROJECT DESCRIPTION

PLEASE COMPLETE AND SUBMIT THE FOLLOWING FOR THE PROJECT:

Brief description of work: We are building a new Restaurant on the North Side of Alamogordo to hopefully spur economic development and provide more dining options for residents of Alamogordo and those traveling.

Please attach a statement:

- 1) describing the contractor's physical presence in the City sufficient to subject the project to Local Option Gross Receipts Tax;
- 2) describing preference and priority the contractor gave to local manufacturers, suppliers, vendors, contractors and labor, or if local preference and priority not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency, describing added expense, substantial inconvenience, or sacrifice in operating efficiency;
- 3) providing a list of local manufacturers, suppliers, vendors, contractors and labor used or to be used in this project; and
- 4) providing a list of personal property for which abatement is requested.

Total estimated cost of the expansion or new construction: \$ \$4,000,000

Include documentation to support cost of improvements. Acceptable examples are:

- 1) A notarized list identifying the general categories of the work completed, the date the work was completed, and each category's expense.
- 2) Estimate/contract with contractor completing the project.
- 3) The Affidavit of the draw payments of the construction contract. (Please ensure that the affidavit includes a description of the work completed.)
- 4) Settlement Statement of the bank loan taken out for the construction costs.

You must document that the value of the expansion or new construction exceeds \$50,000.00.

PART IV - ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements: Our part about \$2,000,000

B. Permanent employment estimates:

If existing facility, the current employment level: Approx 110

Estimated number of new jobs created: 50

C. Construction employment estimates:

Construction to start: Month: April Year: 2019

Construction to be completed: Month: Nov Year: 2019

Number of construction jobs anticipated:

At start: 5 Peak: 25 Finish: 4

D. Estimated property tax base value increase:

Valuation of existing property as of January 1, preceding this application:

LAND	IMPROVEMENTS
\$ <u>180,000</u>	\$ <u>0</u>

Estimated value of property upon completion of the project subject.

LAND	IMPROVEMENTS
\$ 180,000	\$ 3,800,000

Estimated Gross Receipt Taxes generated by the business prior to the expansion or construction. \$ 649,182

Estimated Gross Receipt Taxes to be generated by the business after the expansion or construction. \$ 876,312

I declare under the penalties of falsification that this application, including all enclosed documents and statements, has been examined by me, and to the best of my knowledge and belief is true, correct, and complete.

2/18/20
Date


Signature of Applicant

Date: February 18, 2020

To: City Attorney and City Manager of Alamogordo, New Mexico

From: Joshua Ramsey, Owner, IGT Enterprises dba McDonald's

Subject: GRIP Application statement on Contractors used and their presence in Alamogordo

During the construction of the new McDonald's located at 3610 North White Sands Blvd, Alamogordo NM, a group of local and non-local contractors were used. Two of the significant portions of the project, however, were completed by local contractors Mesa Verde/Aggtec and General Hydronics Plumbing and General Hydronics Utility teams. We reached out to subs on other phases of the building but were turned away on many occasions due to the time constraints or previously committed work.

We are in the process of gathering the invoices from these companies as the job is being totaled out. Please don't hesitate to reach out with any questions or needed clarification

Joshua Ramsey
575.921.3895
joshua.ramsey@partners.mcd.com



IGT Enterprises dba McDonald's
PO Box 880
Alamogordo, NM 88311
575.443.1277
www.alamomcds.com

Date: February 18, 2020

To: City Attorney and City Manager of Alamogordo, New Mexico

From: Joshua Ramsey, Owner, IGT Enterprises dba McDonald's

Subject: Company Summary

IGT Enterprises dba McDonald's restaurants is, an Alamogordo based company whose roots to the Tularosa Basin are strong and deep. While consistently managing the McDonald's here in Alamogordo since 1983, we have grown the company from one location to currently four operating within Otero County.

This new project we feel will not only help serve customers who currently live on the North side of Otero County but also attract travelers who otherwise might skip Alamogordo altogether and spend their resources in a neighboring locale. We love serving the citizens of Alamogordo a high quality, quick meal while currently employing around 170 employees and paying roughly \$2.8 Million in payroll annually to non-owner employees.

Please don't hesitate to reach out with any questions or needed clarification

Joshua Ramsey
575.921.3895
joshua.ramsey@partners.mcd.com



IGT Enterprises dba McDonald's
PO Box 880
Alamogordo, NM 88311
575.443.1277
www.alamomcds.com

**Loan Documents for
IGT Enterprises, Inc.**

Generated November 13, 2019

SECURED PROMISSORY NOTE

\$715,000.00

November 19, 2019
Boston, Massachusetts

FOR VALUE RECEIVED, the undersigned (jointly and severally if more than one, collectively the "Borrower") hereby promise(s) to pay to CITIZENS BANK, NATIONAL ASSOCIATION, formerly known as RBS CITIZENS, N.A., successor by merger to CITIZENS BANK OF MASSACHUSETTS, (the "Lender"), or order, at the office of the Lender at 28 State Street, Boston, Massachusetts 02109, or at such other place as the Lender may designate, the principal amount of SEVEN HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$715,000.00) in one hundred twenty (120) more or less equal monthly installments of principal of \$5,958.34 payable monthly from the date funds are first advanced hereunder, commencing on December 18, 2019 and on each Payment Date thereafter, with a final payment on the Maturity Date in an amount equal to the balance owing hereunder plus interest accrued thereon, together with interest in arrears at a per annum rate equal to the Adjusted LIBOR Rate, as defined below, plus two and 50/100 percent (2.50%) (the "LIBOR Rate Margin").

Interest shall be calculated for the actual number of days elapsed on the basis of a 360-day year, including the first date of the applicable period to, but not including, the date of repayment. All payments hereunder shall be made in lawful currency of the United States of America in immediately available funds.

This Note is delivered pursuant to, and is entitled to the benefits of, and subject to, the provisions of that certain Master Loan and Security Agreement dated February 27, 2009 by and between the Lender and the Borrower, as may be amended, supplemented or restated from time to time (the "Loan Agreement") and is secured by the Collateral, as defined in the Loan Agreement. Neither this reference to the Loan Agreement nor any provision thereof shall affect or impair the absolute and unconditional obligation of the Borrower to pay the principal of, and interest on, this Note as herein provided.

The Borrower may by written notice delivered to the Lender request that the interest rate applicable to this Note be a fixed rate. The Borrower acknowledges that the Lender's willingness to quote a fixed rate is solely at the Lender's discretion, and may be based, in part, on (i) there being no existing Event of Default, (ii) the Lender's satisfaction with the Borrower's performance, and (iii) satisfaction of all applicable underwriting criteria then in effect. Any fixed rate of interest quoted by the Lender and agreed to by the Borrower shall be evidenced by a Notice of Interest Rate Modification delivered by the Lender to the Borrower, which Notice of Interest Rate Modification shall be acknowledged and returned by the Borrower to the Lender on or before the Rate Modification Date. The Lender shall be under no obligation to deliver a Notice of Interest Rate Modification.

DEFINITIONS. As used herein:

"Adjusted LIBOR Rate" means, relative to any LIBOR Rate Loan for any LIBOR Interest Period, a rate per annum determined by dividing (x) the LIBOR Rate for such LIBOR Interest Period by (y) a percentage equal to one hundred percent (100%) minus the LIBOR Reserve Percentage.

"Business Day" means: (a) any day which is neither a Saturday or Sunday nor a legal holiday on which commercial banks are authorized or required to be closed in Boston, Massachusetts; (b) when such term is used to describe a day on which a borrowing, payment, prepayment, or repayment is to be made in respect of any LIBOR Rate Loan, any day which is: (i) neither a Saturday or Sunday nor a legal holiday on which commercial banks are authorized or required to be closed in New York City; and (ii) a London Banking Day; and (c) when such term is used to describe a day on which an interest rate determination is to be made in respect of any LIBOR Rate Loan, any day which is a London Banking Day.

"Hedging Contracts" means any interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, and any other agreements or arrangements entered into between the

AMENDMENT TO SECURED PROMISSORY NOTE

This Amendment made this 12th day of January, 2020 by the undersigned identified Borrower (jointly and severally if more than one, collectively, the "Borrower"), and Citizens Bank, National Association, formerly known as RBS Citizens, N.A., successor by merger to Citizens Bank of Massachusetts (the "Lender").

WHEREAS, the Borrower is indebted to the Lender under that certain Secured Promissory Note, including all amendments thereto, of Borrower dated April 12, 2019 in the original principal amount of \$1,350,000.00 (the "Note");

WHEREAS, the parties hereto desire to amend the Note.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and Lender agree to amend the Note as follows:

- Effective immediately, the definition of 'Conversion Date' shall be amended to mean January 12, 2020.
- Effective immediately, the definition of "Maturity Date" shall be amended to mean January 12, 2027.
- Effective immediately, the definition of 'Payment Date' shall be amended to mean the first (1st) day of each month, or if any such date is not a Business Day on the next succeeding Business Day.
- Repayment becomes Principal \$16,071.43 plus Interest commencing on February 1, 2020, and on each Payment Date thereafter.

Except to the extent specifically amended hereby, the provisions of the Note shall remain unmodified and in full force and effect, and the Note as amended hereby is confirmed and ratified in all respects. This Amendment shall have the effect of an instrument under seal and shall be governed and construed in accordance with the laws of The Commonwealth of Massachusetts without regard to its conflicts of law rules.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and delivered by its authorized representative as an instrument under seal as of the date first written above.

WITNESSED:

Kathy G. Ramsey
Kathy G. Ramsey
Print Name

IGT ENTERPRISES, INC. , a corporation

By: Joshua Ramsey
Joshua Ramsey

Title: President

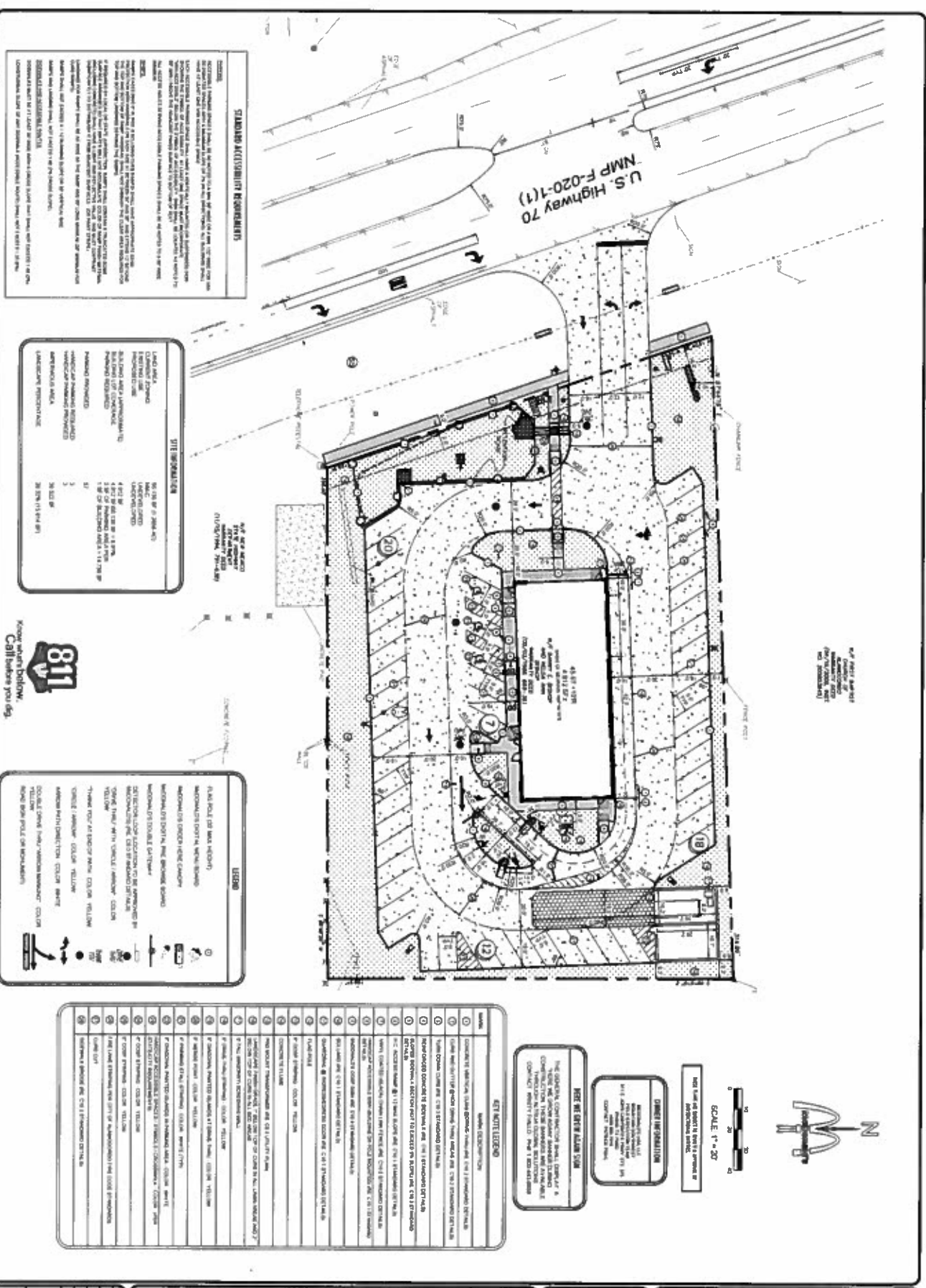
LEGAL DESCRIPTION

A certain tract of land in the Southeast Quarter of the Northeast Quarter of Section 12, Township 16 South, Range 9 East, N.M.P.M., Otero County, New Mexico and being more particularly described by metes and bounds as follows: BEGINNING at the point of the intersection of the South line of said ~~SE $\frac{1}{4}$ NE $\frac{1}{4}$~~ and the East right-of-way line of U.S. Highway 54 and 70; thence Easterly along said South line 250.00 feet; thence Northerly at right angles 200.00 feet; thence Westerly 316.00 feet more or less to a point on said right-of-way line, thence along said right-of-way line South $19^{\circ} 08'$ East 200.00 feet to the point of beginning.

In addition, necessary easements that may be required across Seller's remaining property for utilities and drainage, legal description to be inserted upon receipt of final survey.

EXHIBIT A

[illegible]



STANDARD ACCESSIBILITY REQUIREMENTS

REQUIREMENTS: The building shall be designed to be accessible to persons with disabilities in accordance with the Americans with Disabilities Act (ADA) and the Uniformed Services of Health Care Administration (USHCA) standards. The building shall be designed to be accessible to persons with disabilities in accordance with the Americans with Disabilities Act (ADA) and the Uniformed Services of Health Care Administration (USHCA) standards. The building shall be designed to be accessible to persons with disabilities in accordance with the Americans with Disabilities Act (ADA) and the Uniformed Services of Health Care Administration (USHCA) standards.

SITE INFORMATION

LAND AREA	10,000 sq ft
LOT AREA	10,000 sq ft
PERMITTED USE	RESTAURANT
PERMITTED HEIGHT	15 ft
PERMITTED SETBACK	5 ft
PERMITTED LOT COVERAGE	100%
PERMITTED LOT AREA	10,000 sq ft
PERMITTED LOT COVERAGE	100%
PERMITTED LOT AREA	10,000 sq ft
PERMITTED LOT COVERAGE	100%
PERMITTED LOT AREA	10,000 sq ft
PERMITTED LOT COVERAGE	100%



LEGEND

1	ASPH PAVT
2	CONCRETE
3	GRAVEL
4	LANDSCAPING
5	UTILITY
6	DRIVE-THRU
7	PARKING
8	WALKWAY
9	SCREENED
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NOTES

1	CONSTRUCT TO MEET ALL CITY REQUIREMENTS AND ALL APPLICABLE REGULATIONS.
2	CONSTRUCT TO MEET ALL CITY REQUIREMENTS AND ALL APPLICABLE REGULATIONS.
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18	CONSTRUCT TO MEET ALL CITY REQUIREMENTS AND ALL APPLICABLE REGULATIONS.

PLAN APPROVALS	OFFICE	REVISIONS	REVISIONS
DATE: 10/10/2017	ADDRESS: 3010 N WHITE SANDS BLVD, ALAMOGORDO, NM 88501	REVISION 1: 10/10/2017	REVISION 2: 10/10/2017
CO-SIGNATURES	McDonald's USA, LLC	Adams	Adams
DATE	DATE	DATE	DATE
10/10/2017	10/10/2017	10/10/2017	10/10/2017
DATE	DATE	DATE	DATE
10/10/2017	10/10/2017	10/10/2017	10/10/2017

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2020

Report Date: 2/28/2020

Report No: 12.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, amending the Regular Commission Meetings of November and December 2020. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: City Staff recommends approval.

Background: Staff recommends amending the Commission meetings of November and December 2020 to comply with ARTICLE VII, THE GOVERNING BODY, Section 5 Meetings, of the City Charter: Regular meetings shall take place twice monthly.

Amend as follows:

November

Currently - Tuesday, November 10, 2020

Amending - Wednesday, November 4, 2020 (Presidential Election November 3rd)
- Tuesday, November 17, 2020

December

Currently - Tuesday, December 8, 2020

Amending - Tuesday, December 1, 2020
- Tuesday, December 15, 2020

Information from past Commission meetings:

On December 17, 2019, Commission approved to have one regular Commission meeting in each month of November and December of 2020.

During the regular Commission meeting of January 28, 2020, Commission approved first publication of an Ordinance 1610, to amend section 2-02-030 meeting days and times of Regular Commission Meetings. During the meeting, City Clerk Hughs pointed out, City Charter Section 5 states Regular Meetings shall take place twice monthly and would bring the item to add the meetings in each of the months for November

and December 2020, in order to comply with the City Charter. At the regular Commission meeting of February 25, 2020, Commission approved to adopt the ordinance.

Section 5. - Meetings.

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

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

2020 City of Alamogordo Calendar

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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FEBRUARY						
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MARCH						
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APRIL						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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29	30					

DECEMBER						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Regular Comm Mtg

Payday

Holiday

Presidential Election

NOTICE OF PUBLIC MEETINGS

2020

In accordance with Section 10-15-1, NMSA 1978 (as amended), notice is hereby given that the Governing Body (City Commission) of the City of Alamogordo, New Mexico, will meet in regular session the second and fourth Tuesday of every month; however, in November the meetings will be the first Wednesday and the third Tuesday and in December the meetings will be on the first and third Tuesday, unless otherwise specified. Meetings will begin at 6:00 p.m., January 1 - March 7, 2020; 6:30 p.m., March 8 - October 31, 2020; 6:00 p.m., November 1 - December 31, 2020, and will be held in the City Commission Chambers at City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico. Listed below are the Regular Meetings scheduled for 2020:

January 14 (6:00 p.m.)	January 28 (6:00 p.m.)
February 11 (6:00 p.m.)	February 25 (6:00 p.m.)
March 10 (6:30 p.m.)	March 24 (6:30 p.m.)
April 14 (6:30 p.m.)	April 28 (6:30 p.m.)
May 12 (6:30 p.m.)	May 26 (6:30 p.m.)
June 9 (6:30 p.m.)	June 23 (6:30 p.m.)
July 14 (6:30 p.m.)	July 28 (6:30 p.m.)
August 11 (6:30 p.m.)	August 25 (6:30 p.m.)
September 8 (6:30 p.m.)	September 22 (6:30 p.m.)
October 13 (6:30 p.m.)	October 27 (6:30 p.m.)
November 4 (6:00 p.m.)	November 17 (6:00 p.m.)
December 1 (6:00 p.m.)	December 15 (6:00 p.m.)

An Agenda for each meeting is available from the City Clerk's Office seventy-two (72) hours prior to the meeting date. *NOTE: The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4100.*

I hereby certify that this notice was posted on the bulletin board located in the east/west lobby of City Hall and in the glass case located outside City Hall, 1376 E. Ninth Street, Alamogordo, New Mexico. The notice was posted on December 20, 2019 and amended notice on March 11, 2020 and will remain posted until after the last meeting in December 2020. A notice of the meeting dates will be published in the Legal Section of the Alamogordo Daily News. The same notice will also be posted on the City's web page (<http://ci.alamogordo.nm.us>) in December of 2019 and will remain posted through the end of 2020.

Rachel Hughs, City Clerk

CITY OF ALAMOGORDO CITY COMMISSION REGULAR MEETING SCHEDULE FOR 2020

The Governing Body (City Commission) of the City of Alamogordo, New Mexico, will meet in regular session the second and fourth Tuesday of every month; however, in November the meetings will be the first Wednesday and the third Tuesday and in December the meetings will be on the first and third Tuesday, unless otherwise specified. Meetings will begin at 6:00 p.m., January 1 - March 7, 2020; 6:30 p.m., March 8 - October 31, 2020; 6:00 p.m., November 1 - December 31, 2020, and will be held in the City Commission Chambers at City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico.

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

PASSED, APPROVED AND ADOPTED THIS 17th DAY OF DECEMBER 2019 and **AMENDED ON MARCH 10, 2020.**

Rachel Hughs, City Clerk

Richard Boss, Mayor

NOTICE IS HEREBY GIVEN THAT THE ALAMOGORDO CITY COMMISSION HAS AMEDED THE ADOPTED REGULAR MEETING SCHEDULE FOR 2020.

The Governing Body (City Commission) of the City of Alamogordo, New Mexico, will meet in regular session the second and fourth Tuesday of every month; however, in November the meetings will be the first Wednesday and the third Tuesday and in December the meetings will be on the first and third Tuesday, unless otherwise specified.

Meetings will begin at 6:00 p.m., January 1 - March 7, 2020; 6:30 p.m., March 8 - October 31, 2020; 6:00 p.m., November 1 - December 31, 2020, and will be held in the City Commission Chambers at City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico. Listed below are the Regular Meetings scheduled for 2020:

Jan. 14 & Jan. 28

Feb. 11 & Feb. 25

Mar. 10 & Mar. 24

Apr. 14 & Apr. 28

May 12 & May 26

June 9 & June 23

July 14 & July 28

Aug. 11 & Aug. 25

Sept. 8 & Sept. 22

Oct. 13 & Oct. 27

Nov. 4 & Nov. 17

Dec. 1 & Dec. 15

An agenda for each meeting is available from the City Clerk's Office 72 hours prior to the meeting date. *The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4100.*

Approved by the City Commission on the 10th day of March, 2020.

By: Rachel Hughs, City Clerk

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2020

Report Date: 3/3/2020

Report No: 13.

Submitted By: Larry Garner

Subject: Consider, and act upon, appointments to the Landfill Advisory Board. *(Larry Garner, Public Works Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Board.

Background: The Annual Otero County/Greentree Solid Waste Authority Board will be meeting on March 26th in Ruidoso. The City is required to have 3 Commissioners as part of the voting Body for the City. Last years Representatives were Al Hernandez, Jason Baldwin and Susan Payne. We need to select at least one new representative to replace Al Hernandez.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2020

Report Date: 3/2/2020

Report No: 14.

Submitted By: April Jones

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Planning and Zoning Commission.

Background:

Housing Authority Advisory Board. One (1) two year vacancy, and one (1) three year vacancy. Staff Liaison - Marissa Ruiz.
No applications received.

Planning and Zoning Commission. One (1) vacancy. Staff Liaison - Stella Rael.
Vacancy due to the expiring term of Eddie Kemp.
The following individual is interested in being reappointed:
Eddie Kemp - If reappointed this will be his third term.

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

White Sands Boulevard Beautification Committee. Two (2) vacancies. Staff Liaison - Stella Rael.
No applications received.

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

RECEIVED

FEB 20 2020

CITY CLERK

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

Name: Eddie Kemp

Home Phone: _____ Work Phone: 575 678 5450

Cell Phone: 575 439 7195 Fax No: _____

E-mail address: eddie_kemp@yahoo.com

Physical Address: 3911 Basswood Dr., Alamogordo, NM 88310

Is the above address within City limits? Yes X

Mailing Address: 3911 Basswood Dr., Alamogordo, NM 88310

Present Employer: U.S. Army Job Title: Contracting Specialist

Board/Committee you wish to serve on:

First choice: Planning & Zoning

Second choice: _____

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

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

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

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

Experience and education relating to the Board/Committee: _____

I possess a Bachelor degree in Technical Management and I have completed most of my courses for my MBA. I have served 4 years on the Planning & Zoning board in Alamogordo; and I am currently the Chair on the Planning & Zoning board.

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

I serve on the board to help make my community a better place.

Please return completed application to:

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