



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

August 9, 2017 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

Richard Boss Mayor
Al Hernandez Mayor Pro-Tem, District 5
Jason Baldwin District 1
Nadia Sikes District 2
Susan Payne District 3
Jenny Turnbull District 4
Erica Martin District 6

Maggie Paluch Acting City Manager
Lauren Truitt City Attorney
Rachel Hughs City Clerk

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation of a 3K race for Veteran's Day. (Wesley Etherldge)
2. Presentation on the Zika virus. (Maureen Schmittle and the Las Cruces NM Department of Health)

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

3. Approve the minutes for the July 25, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*
4. Consider, and act upon, Change Order No. 8, RFQ 2013-05, to CDM Smith, Inc. related to the engineering and design services for the Snake Tank Well 5 Equipment and Monitoring Wells project, in an amount not to exceed \$18,084.30, including tax. *(Bob Johnson, Engineering Manager)*
5. Consider, and act upon, an Agreement with Alamogordo Public Schools related to School Resource Officers. *(Police Chief, Daron Syling)*
6. Consider, and act upon, the Opinion of Lessee's Counsel letter, Lessee's Certificates and IBM Credit LLC Certificate of Acceptance in regards to the Master Lease Agreement Schedule to Master Lease Agreement between IBM Credit LLC and City of Alamogordo and also Lease/Purchase Supplement to Lease/Purchase Master Agreement between IBM Credit LLC and City of Alamogordo. *(Mark Graham, MIS/Computer Center Manager)*
7. Consider, and accept, the Investment Report for the quarter ending June 30, 2017, in accordance with the City of Alamogordo Investment Ordinance. *(Julianne Hall, Finance Director)*
8. Approve Resolution No. 2017-24 authorizing the Mayor to execute the agreement for membership in the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG). *(Rachel Hughs, City Clerk)* **(Roll Call Vote required)**
9. Consider, and act upon, the approval of Resolution No. 2017-25 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of August 9, 2017. *(Kathy Gilsdorf, Budget Analyst)* **(Roll Call Vote required)**
10. Consider and act upon the Quarterly Financial Report for the period ending June 30, 2017. *(Julianne Hall, Finance Director)*

ITEMS REMOVED FROM CONSENT AGENDA

OLD BUSINESS

11. Clarification to Commission regarding NMFA requirements for bond funding for natatorium. *(Maggie Paluch, City Manager)*

NEW BUSINESS

12. Consider, and act upon, the award of Public Works Bid No. 2017-006 to Valley Fence Company, related to the Zoo Perimeter Fence project, in an amount not to exceed \$214,049.41, including NMGR. *(Nancy Beshaler, Project Manager)*

13. Consider, and act upon, the award of Public Works Bid No. 2017-008 to Pate Construction Co. Inc. related to Monte Vista Cemetery Drainage Improvements in an amount not to exceed \$462,870.45 including NMGR. *(Edward Balderrama, Project Manager)*

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

EXECUTIVE SESSION (Roll Call Vote Required)

15. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Real Property (Alamogordo Senior Center) and Proposal for Purchase of Property (N16' of the S 20' of Lot 17 Block 84).

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 07/28/2017

Report No: 1.

Submitted By: Rachel Hughs

Subject: Presentation of a 3K race for Veteran's Day. (*Wesley Etherldge*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Mr. Etherldge will be having a 3K race for Veteran's Day and would like to share information about the event. He is a new business owner and a member of the Chamber of Commerce.



RECEIVED
JUL 21 2017
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 21 Jul 2017
Date of Meeting: August 22nd 2017 was by etheridge
Name: ACS Facilitators & Consultants
Address: 1333 A Fillmore Ave
ZIP 88310
Phone Number: (575) 437-0124
E-Mail Address: CampVernaexec@gmail.com

Item requested will be for: (Please check one)

☐ Information only ☒ Action Item ☐ Discussion/Action
☐ Public Hearing ☐ Report ☐ Other: _____

Brief description of topic to be discussed:

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

We do not allow handouts at the meeting

I am a new Business Owner and member
of Alamogordo Chamber of Commerce. I work
with Veterans and want to have a
3K Race on weekend of Veterans Day.

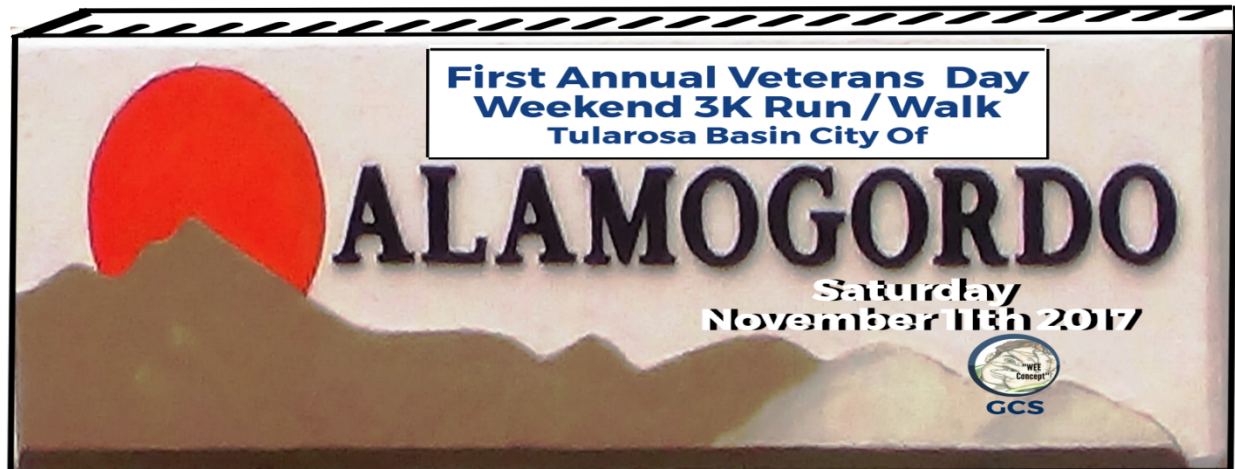
Signature: [Signature]

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

Phone: (575) 439-4205

Fax: (575) 439-4396

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



Are you patriotic, military friendly, athletic minded and health conscious?

If your answer is Yes!!! Then you are invited to come out in support of our local veterans, active duty service members, their families and friends on Saturday November 11th 2017 for the city of Alamogordo's 1st Annual Veterans Day Weekend 3K Run/Walk fundraiser.

Additionally, not only shall you be assisting those who have served abroad, but your participation shall also allow assistance to all who protect and preserve our freedoms and safety locally in Alamogordo and the surrounding area.

Have fun, running or walking with your dog or dogs on a lease or Run/Walk with your loved one, family members or friends. Let's Network! Meet new friends and colleagues, initiate new business contacts or follow up on opportunities you just could not find time to take advantage of in the past for whatever reasons, all while getting healthier and getting engaged in assisting military veterans, active duty service members and others who protect and serve in the Alamogordo and the surrounding areas.

As an American citizen we all enjoy and value our freedom and safety immensely. However, most of us take it for granted, while the reality of who has or shall sacrifice for our individual comfort is intertwined with those who volunteer to serve, as they are inherently susceptible to becoming perpetually challenged at times with the secondary emotion of anger or characteristics associated with acute or chronic maladaptive behaviors which can be found in the DSM-5. All of which in part could be as a result of one's varying traumatic career experiences.

Why Should I Participate and Support the Alamogordo 1st Annual Run/Walk Event

Comprised of a plethora of military retirees and active duty service members, the Alamogordo community has a long standing history of supporting the military, their family members, friends, business and community leaders who are military friendly.

That said, the emotional electricity and excitement is in the air in regards to the new veteran advocacy and community support program that GCS Facilitators and Consultants award – winning curricula and services offer.

As the “Leading Authority on Military Veterans and Anger Management” GCS Facilitators and Consultants fills the void between the VA Medical Center and a personal crisis with a military veteran and or their family.

Too many times, the VA Health System becomes overwhelmed with the amount of veterans they see on a daily basis, and therefore they may not be able to assist a client one on one who may just need someone to look into their eyes and listen to their pressing needs.

Too many times, veterans are prescribed prescription meds as the first line of defense for any type of or discomfort or pain. In the past decades ago, it was large doses of Motrin. However within the past decade or so it has become an epidemic as: Vicodin, Percocet, Methadone, et cetera, are handed out like candy for pain and or discomfort. Then they are given an appointment which could be weeks or even months away and sent home.

Too many times, states and local communities have relied or leaned exclusively on federal grants or other government subsidies for community service programs, only for them to go out of business because funds dry up. In today’s toxic political climate, collaborative projects between local government and small business entities are paramount, and they are essential components of a self-sufficient community that (if done correctly) shall potentially be admired and possibly mimicked as a successful best practice nationally.

A Family Event:

This fundraiser is also family friendly, for the entire family. Each participating adult can bring up to two children (ages 7 and up) along for FREE.

Funds raised will be for the support of the Eddie J. Scarbough Memorial Facility operating cost.

Mission and Methodology of the Eddie J. Scarbough Memorial Facility

The mission of the: Eddie J. Scarbough Facility is to advocate for military veterans, their families and others in addition to utilizing a non-clinical approach to behavioral modification by providing its award winning psycho educational curricula and services, individual coaching, and train the trainer training.

Two Locations:

GCS Facilitators and Consultants Headquarters is located at 1025 Connecticut Ave., NW Ste., 1000 Washington DC 20036.

During the month of June 2017 GCS Facilitators and Consultants in conjunction with the Alamogordo Chamber of Commerce had a successful ribbon cutting ceremony celebrating the Grand Opening of its West Coast Regional Office, which also known as the Eddie J. Scarbough Memorial Facility which is located in STE., B inside KORY's Used Cars at 1215 Hwy 70 Alamogordo New Mexico 88310.

Methodology:

For over a decade now GCS Facilitators and Consultants has shared its award winning "WEE Concept" curricula in a multitude of states nationally and internationally in Canada.

To learn more please visit our websites at the following locations:

Veterans Advocacy Headquarters: www.gcsfacilitators.biz

GCS Facilitators Site: www.gcsfacilitators.com

LinkedIn: <https://www.linkedin.com/in/wesleyetheridgedcamf/>

Registration:

Is set at: **\$35.00** for adults and **\$25.00** for youth and teens ages 8-18 years of age





Proposed Budget for First Annual Alamogordo Veterans Day Weekend 3K Event

Projected number of participants: 200

Entry Fee: Adults **\$35.00** Youth **\$25.00**

Tee-shirts: **\$3,100.00**

Trophies, Awards, Completion Certificates: **\$1,500.00**

Categories: Military and Civilians Seniors, Adults, Teens, Youth

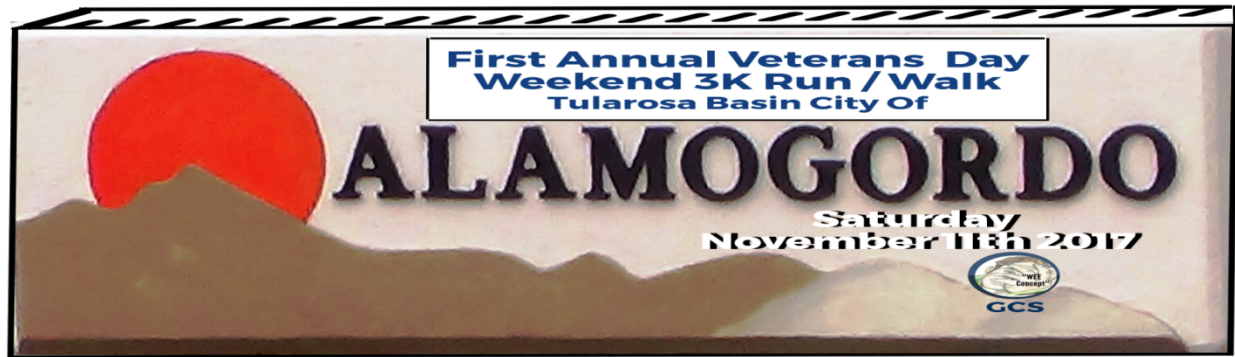
Wrist bands: **\$100.00**

Numbered participant Bibs: **\$100.00**

Water: **\$200.00**

Misc., Items: **\$5,000.00**

Total for proposed budget: \$10,000.00



Some questions and answers pertaining to this event

1. Question: What is the primary purpose of this event?

Answer: The 1st Annual Veterans Day Weekend 3K Run/Walk is an approved collaborative fundraising event supported by the Alamogordo City Council, local small businesses, community leaders, local citizens, supporters of military service member and protective servants, et cetera. Our terminal objective is to raise operating funds in support of our non- clinical approach to assist military service members , veterans and their families, with behavioral management in regards to acute and chronic anger, domestic violence, road rage, and characteristics (according to the DSM-5) associated with PTSD, MST, et cetera .

2. Question: Is this Run/Walk event timed?

Answer: Yes, there will be medals and awards for first, second and third place winners in selected categories.

3. Question: Will the event go on if it rains?

Answer: Yes, the Run/Walk shall go on Rain or Shine

4. Question: What about children?

Answer: Yes, children are encouraged to participate as well as the entire family. Children 7 years old and under are FREE with a paid adult, but must be registered with a number and a parent or guardian must sign a waiver. FREE participants shall **NOT** receive the other registration items, but they can be purchased as an add-on.

5. Question: What about strollers?

Answer: Yes

6. Question: What is included in your registration?

Answer: Registration provides entry into the run/walk event, t-shirt, race bib with number, wrist band, sun glasses and (2) bottled waters.

7. Question: When can I pick up my packet?

Answer: The day prior to the event or on the morning of the day of the event.

8. Question: Can my friends and or family come and watch?

Answer: Sure, in fact we encourage them to be there in support of this event. Also, along the Run/Walk route there will be opportunities for spectators to interact with vendors who will be set up along the way.

9. Question: Can I bring my dog to run or walk with me?

Answer: Yes, however all dogs have to be secured on a leash.

10. Question: Can I get a refund if I change my mind to participate in the Run/Walk event?

Question: Unfortunately, **No** there are no refunds. Remember this is a fundraising event. If you decide to not participate you can still pick up your registration entry items.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 07/19/2017

Report No: 2.

Submitted By: Rachel Hughs

Subject: Presentation on the Zika virus. *(Maureen Schmittle and the Las Cruces NM Department of Health)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Information only.

Background: The New Mexico Department of Health from Las Cruces will give information about the Zika virus, prevention and precautions.



RECEIVED
JUL 18 2017
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 7/18/17

Date of Meeting: August 8th

Name: NMDOH (contact Maureen)

Address: 1202 8th St

Alamogordo ZIP 88310

Phone Number: 437-9340 x5 - Maureen Schmittle

E-Mail Address: maureen.schmittle@state.nm.us

Item requested will be for: (Please check one)

☒ Information only ☐ Action Item ☐ Discussion/Action
☐ Public Hearing ☐ Report ☐ Other: _____

Brief description of topic to be discussed:

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

We do not allow handouts at the meeting

Presentation about Zika virus, prevention and
precautions by NM Department of Health
officials from Las Cruces office (15-20 minutes)

Signature: Maureen Schmittle

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

Phone: (575) 439-4205

Fax: (575) 439-4396

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



Zika Virus

New Mexico Department of Health

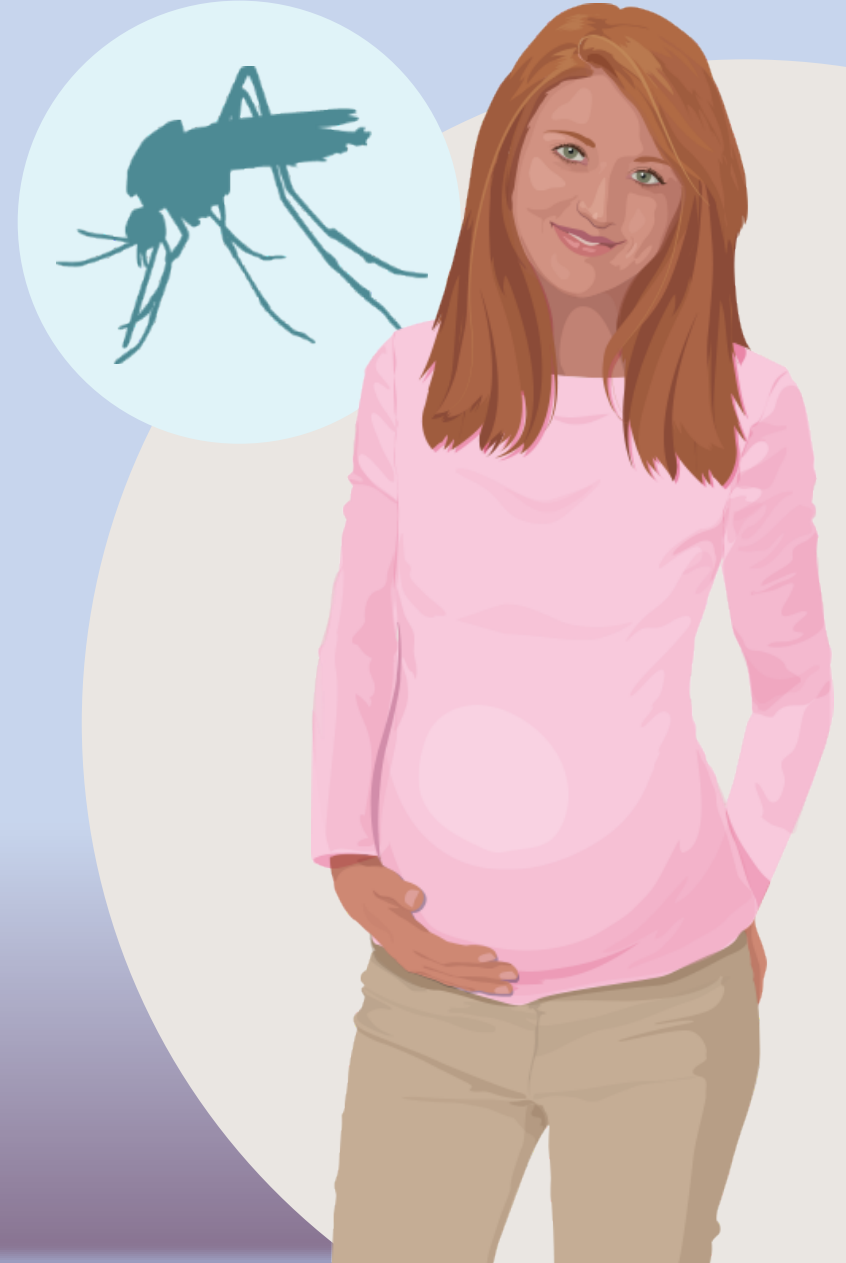


What is Zika



How does Zika spreads?

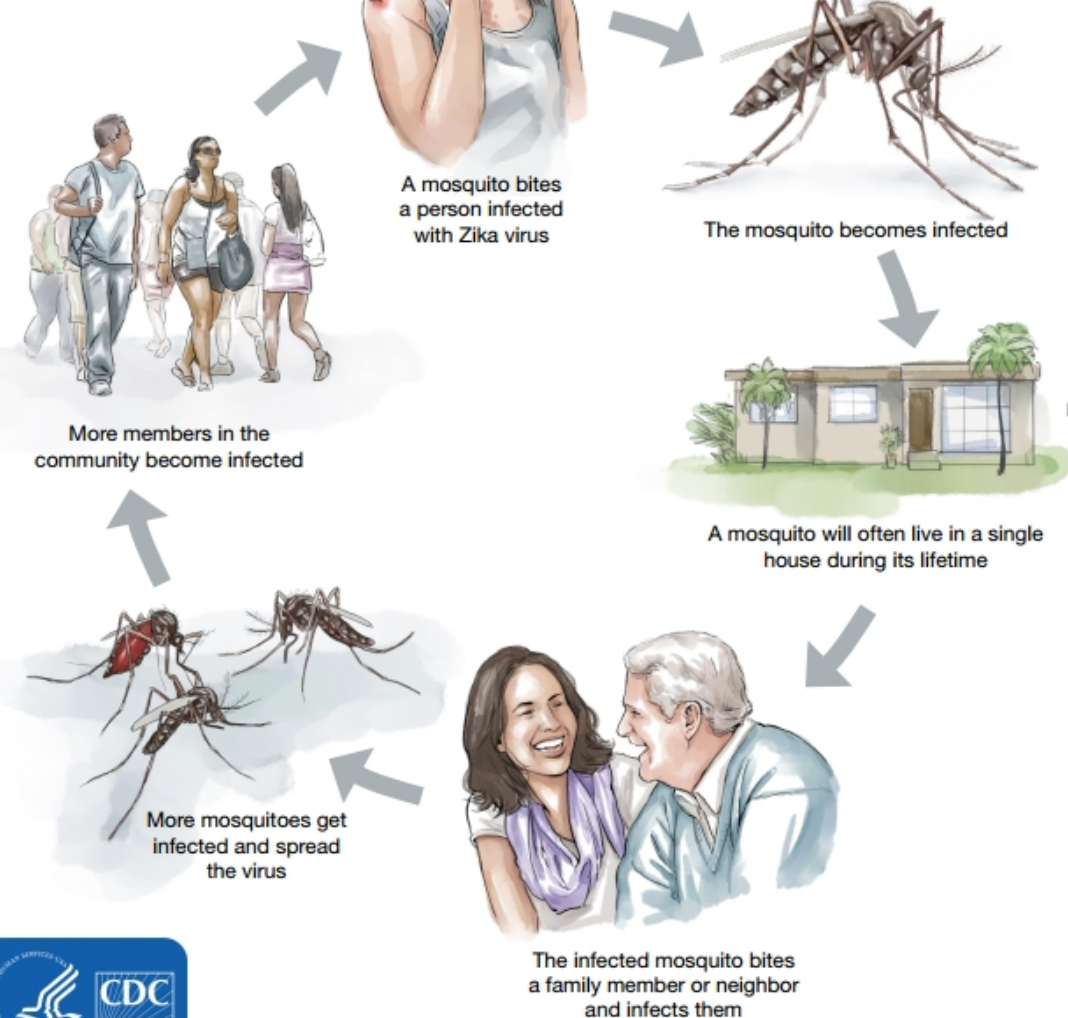
- Zika can be spread through
 - Mosquito bites
 - From a pregnant woman to her fetus
 - Sex with an infected person
 - Laboratory exposure
- Zika may be spread through blood transfusion.
- No reports of infants getting Zika through breastfeeding.



PROTECT YOUR FAMILY AND COMMUNITY:

HOW ZIKA SPREADS

Most people get Zika from a mosquito bite



Other, less common ways, people get Zika:



During pregnancy

A pregnant woman can pass Zika virus to her fetus during pregnancy. Zika causes microcephaly, a severe birth defect that is a sign of incomplete brain development



Through sex

Zika virus can be passed through sex from a person who has Zika to his or her sex partners



Through blood transfusion

There is a strong possibility that Zika virus can be spread through blood transfusions

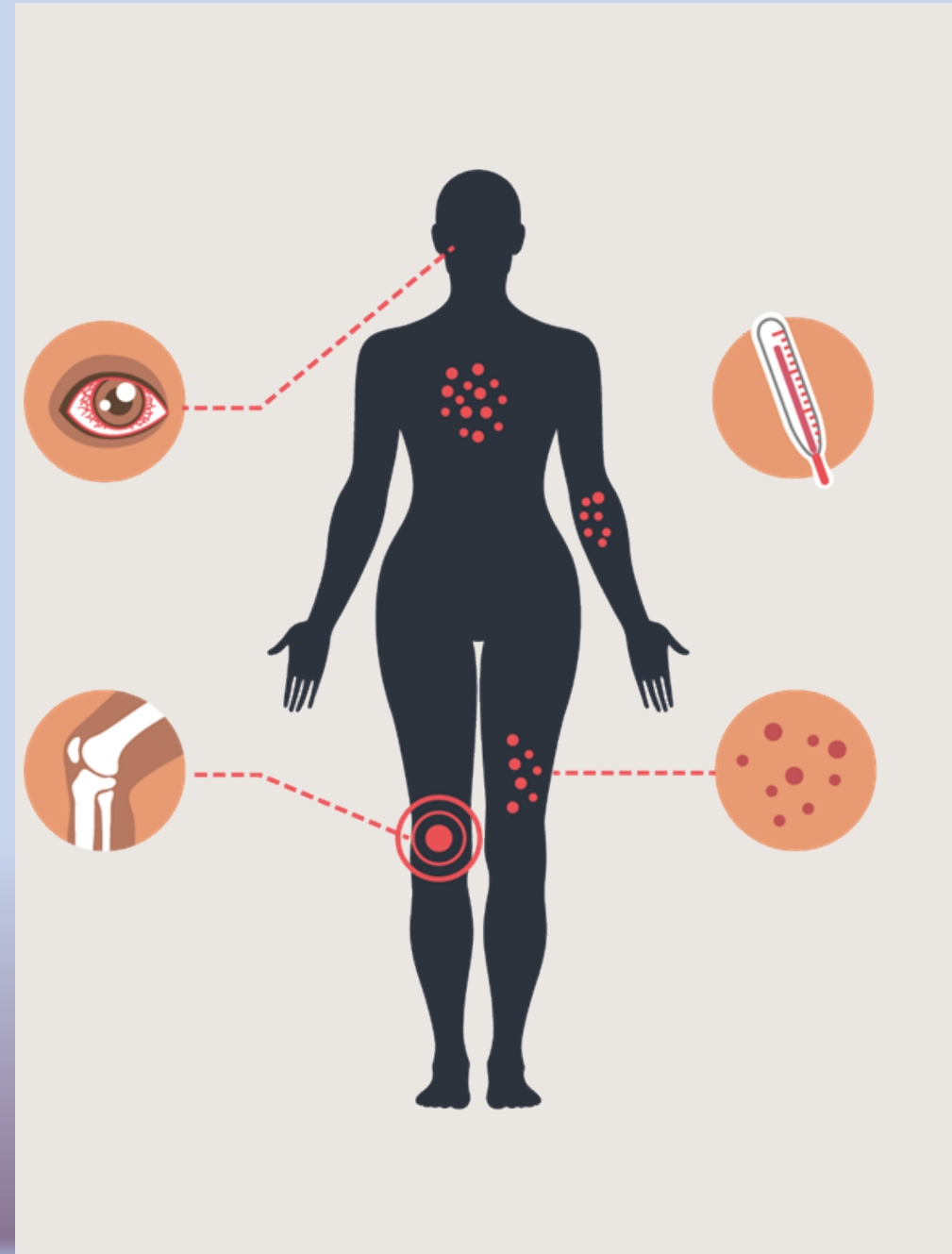
← Intrauterine and perinatal

Theoretical modes of transmission

- Lab exposure
- Organ or tissue transplantation
- Breast milk

What are the symptoms?

- For people with symptoms, the most common symptoms of Zika are
 - Fever
 - Rash
 - Joint pain
 - Conjunctivitis (red eyes)



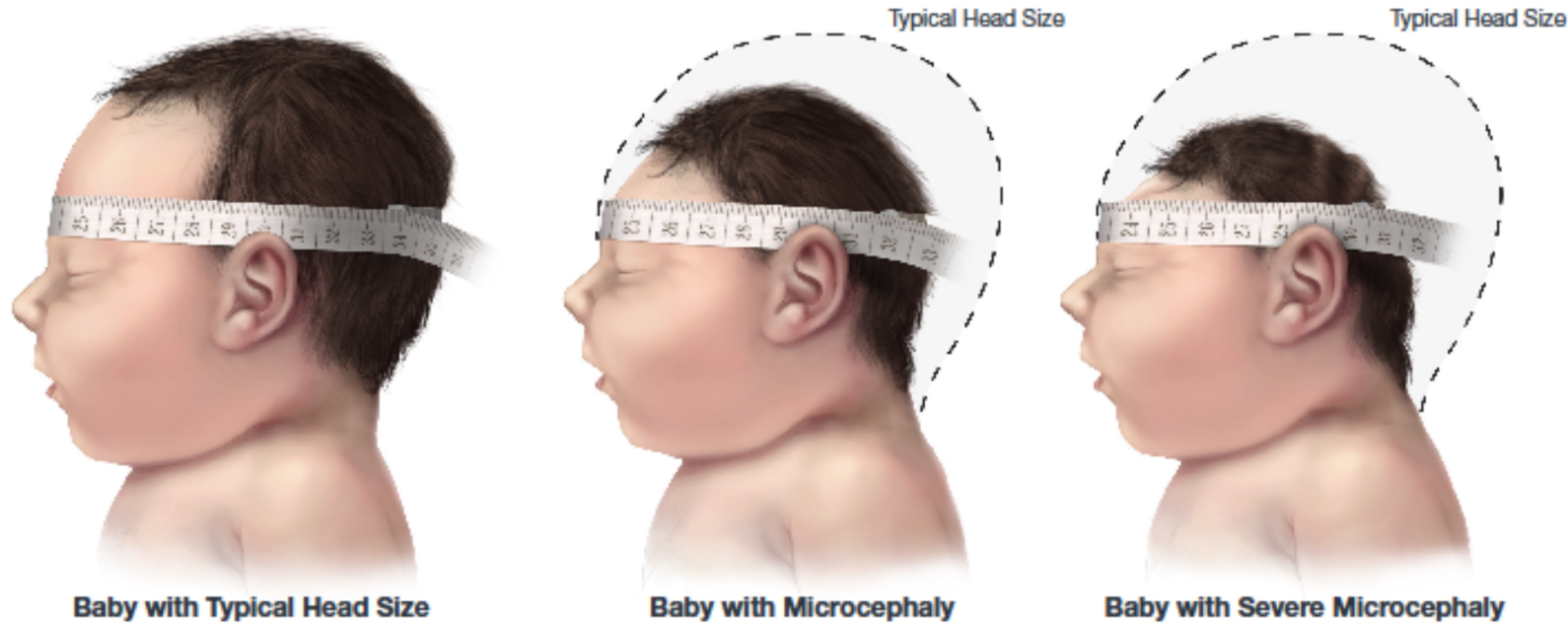
How can Zika affect pregnancies?

- Infection during pregnancy can cause **microcephaly** and other severe brain defects.
- Linked to other problems, such as miscarriage, stillbirth, and birth defects



CDC's Response to **Zika**

MEASURING HEAD CIRCUMFERENCE



Baby with Typical Head Size

Baby with Microcephaly

Baby with Severe Microcephaly

- Use a measuring tape that cannot be stretched
- Securely wrap the tape around the widest possible circumference of the head
 - » Broadest part of the forehead above eyebrow
 - » Above the ears
 - » Most prominent part of the back of the head

- Take the measurement three times and select the largest measurement to the nearest 0.1 cm
- Head circumference measurements should be taken on the first day of life because commonly-used birth head circumference reference charts by age and sex are based on measurements taken before 24 hours of age

For more information: www.cdc.gov/zika

NEW MEXICO
DEPARTMENT OF
HEALTH



U.S. Department of
Health and Human Services
Centers for Disease
Control and Prevention

How is Zika treated?

- There is no specific medicine or vaccine for Zika virus infection.
- Treat the symptoms
 - Rest
 - Drink fluids to prevent dehydration
 - Do not take aspirin or other non-steroidal anti-inflammatory drugs (NSAIDs)
 - Take acetaminophen (Tylenol®) to reduce fever and pain



What to do if you have Zika

- Protect yourself from mosquito bites. During the first week of illness, Zika virus can be found in blood.
- The virus can be passed from an infected person to a mosquito through bites.
- An infected mosquito can spread the virus to other people.



Protect your partner: If you're thinking of having a baby

Possible exposure via recent travel or sex without a condom with a partner infected with Zika

Women

Men

Wait at least **8 weeks** after symptoms start or last possible exposure before trying to get pregnant.

Wait at least **6 months** after symptoms start or last possible exposure before trying to conceive with your partner.



Travel guidance for pregnant women

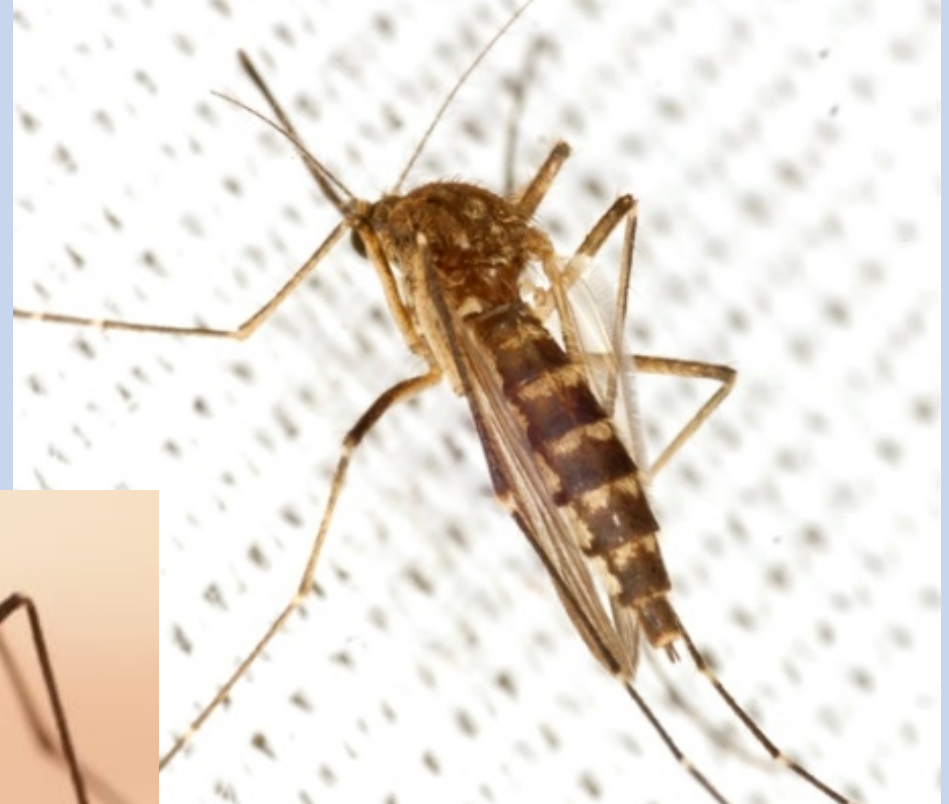
- If you are pregnant, do not travel to areas with Zika.
- Pregnant women should talk with their healthcare provider and consider postponing nonessential travel to countries in CDC's special travel considerations for Southeast Asia.
- If you must travel, talk to your doctor or other healthcare provider before your trip.



Prevention

Protect from mosquito bites

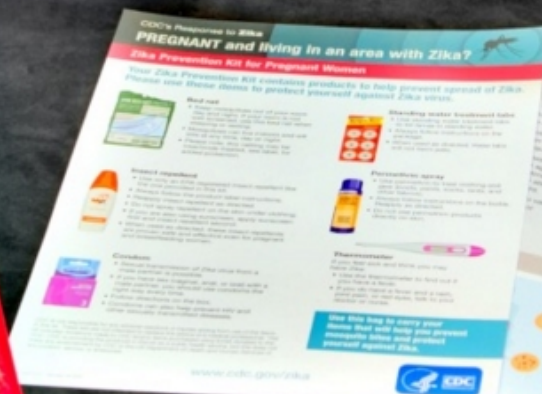




Can you tell the difference?



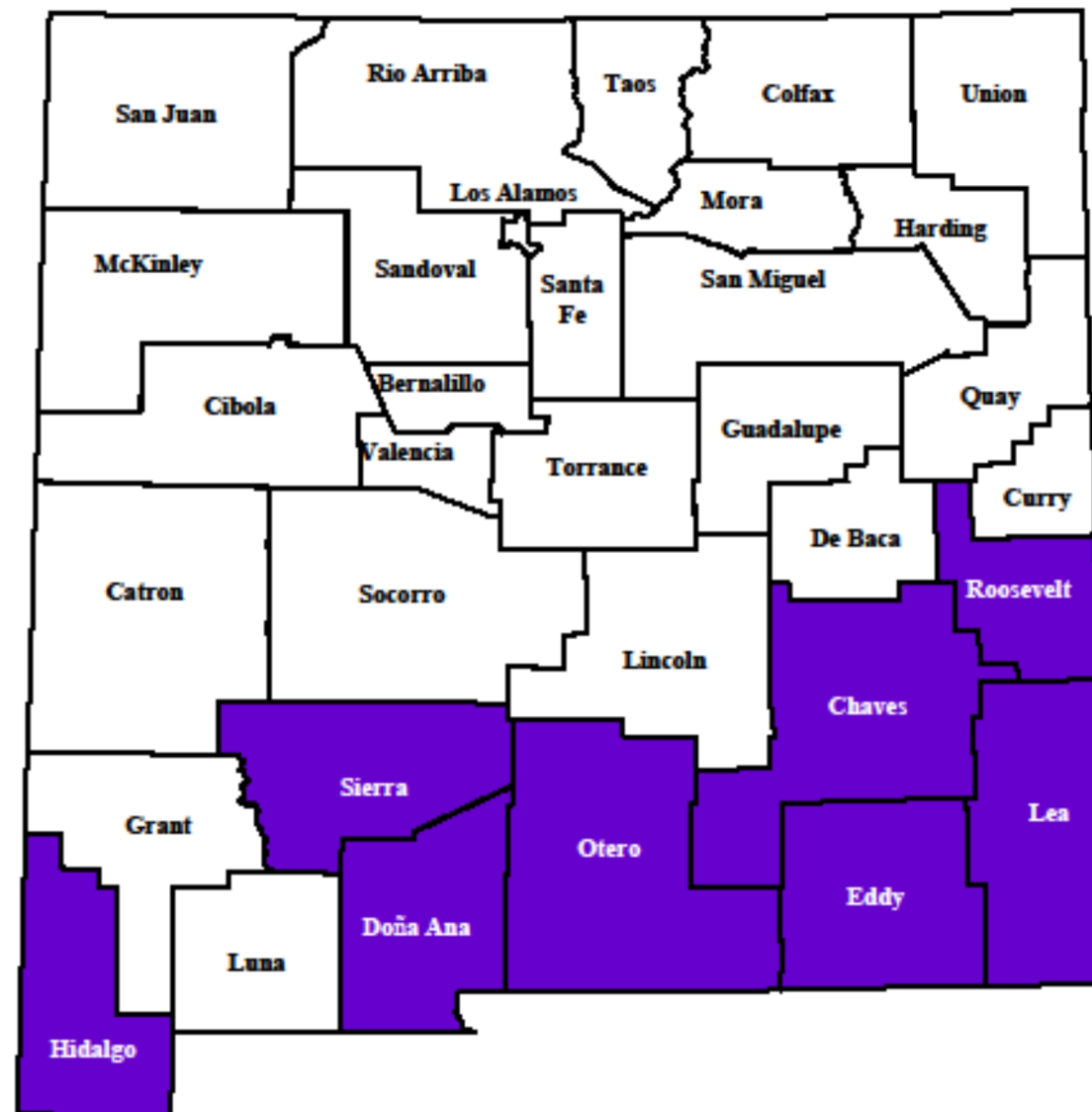






Vector breeding habits require different prevention methods. Education and participation from the public is needed. Code enforcement should be empowered.

***Aedes aegypti* and/or *Aedes albopictus* reported**



Conclusions

- New Mexico has had a few travel-associated Zika cases and should expect more
- New Mexico has had no locally acquired dengue or chikungunya cases reducing the likelihood of locally acquired Zika
- To date, evidence for *Aedes* mosquitos in southern NM – systematic surveillance continues
- CDC does not expect prolonged widespread local transmission in the continental U.S.
- Zika vaccine development is progressing and looks promising
- Preparedness for Zika in NM will continue

Acknowledgement:

- David Selvage, NMDOH
- Elizabeth VinHatton, NMDOH
- CDC

Questions?



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 07/28/2017

Report No: 3.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the July 25, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
July 25, 2017**

**RICHARD BOSS, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
SUSAN PAYNE, COMMISSIONER**

**AL HERNANDEZ, MAYOR PRO-TEM
ERICA MARTIN, COMMISSIONER
MAGGIE PALUCH, ACTING CITY MANAGER
PETRIA SCHREIBER, ASSISTANT CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

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

Mayor Boss called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. City Attorney Truitt was absent. Clerk Hughs announced there was a quorum present. Invocation was given by Pastor Justin Crispin and the Pledge of Allegiance was led by Commissioner Sikes.

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Amy Barela commented on the following:

She asked the Commission to extend the rental area for the Gazebo at Alameda Park. She would like to see a more streamlined process for the permitting process for special events. She suggested using a questionnaire on the application.

Beth Crabbe commented on the following:

She complimented Mayor Boss and Acting City Manager Paluch for holding a meeting in regards to the abatement. She wanted to acknowledge Acting City Manager Paluch as an asset to the City of Alamogordo.

CITY MANAGER'S REPORT

Acting City Manager Maggie Paluch made the following remarks:

1. She talked about the progress on the Golf Course ponds. She said pond 11 has been completed. Due to the monsoon season, the contractor was unable to install the liner in the pond, so we are looking at about a two week delay. The water filter plant also completed the installation of the scada hardware at the two pumping stations. The scada system will allow for automatic watering, so staff does not have to continue to turn the system on and off manually.
2. She said staff met with interested parties on July 20, 2017 to discuss the City's Ordinance requiring base rates on vacant properties. We have come up with several ideas to develop an ordinance, which will be a good compromise for all parties involved. That ordinance should be seen at a Commission meeting here in the near future.
3. She said on Tuesday July 18, 2017, a few of the City staff toured the Luna County Starmax facility in Deming. The Starmax facility was built in 2009 by White Sands Construction. This facility consists of 16 bowling lanes, an arcade, an 18 hole glow mini golf, six screen movie theater and a restaurant and bar area. The City Planner Williams is working on a plan that the City Commission will see at their upcoming meeting.
4. She said the public relations (PR) team hired by Otero County Economic Development Council (OCEDC), released this week the Alamogordo enhancement survey. The link is on the City's webpage and the PIO Facebook page. The survey will help the PR team gain valuable information about our community and how to better advertise our community to suit our needs in the future.

5. She said during the budget preparation we estimate the cash balance of the General Fund. The estimate by staff, for the beginning cash balance for FY 18 in the General Fund would be \$6,257,018. The finance staff rolled the budget this past week and the beginning cash balance for FY 18 is actually \$9,237,045. The reason for this large increase in the general fund is carry overs, project roll overs, purchase orders not being fully spent and other monies not being fully spent. What this means for the community is that we have a very healthy general fund and we have very good financial statements for the upcoming audit this year. She gave a shout out to Finance Director Hall and Kathy Gilsdorf and the finance staff.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Boss made the following comments:

He wanted to thank the airmen for their job on the welcome signs. Those airmen and their families, associated with the Big Give, have contributed millions of dollars to this community, and he encouraged everyone, if you see one of these airmen, please thank them for what they have done, they truly deserve it.

He talked about a presentation given to the Commission on billboards. He has received several calls on this issue, and he thinks that the Commission should address this billboard issue. Acting City Manager Paluch said City Planner Williams was already acting on this issue and is in contact with that resident. They are developing a plan with White Sands Beautification, so you should see something in the future.

Commissioner Payne made the following comments:

She said Roy Scherick was a huge asset to this community. Mr. Sherick ran the Step House here in Alamogordo. He suddenly passed away, and his presence will be greatly missed.

CONSENT AGENDA

1. Approve the minutes for the July 11, 2017 Regular meeting. (*Rachel Hughs, City Clerk*)
2. Approve the statements related to the Executive Session held on July 11, 2017. (*Rachel Hughs, City Clerk*)
3. Consider, and act upon, Resolution 2017-23 approving the DFA Quarterly Report for the period ending June 30, 2017. (*Julianne Hall, Finance Director*) (Roll Call Vote Required)
4. Consider, and act upon, the approval of Resolution No. 2017-22 amending the Preliminary FY 2017-2018 Budget with carryover fund balances, and adopting the Final Budget for 20172018. (*Kathy Gilsdorf, Budget Analyst*) (Roll Call Vote required)
5. Consider, and act upon, release of old liens filed between 2001 and 2008. (*Assistant City Attorney, Petria Schreiber*)

Mayor Pro-Tem Hernandez asked to remove Item # 4 from the Consent Calendar.

Mayor Pro-Tem Hernandez moved to approve items 1, 2, 3, and 5 of the consent calendar.

Commissioner Baldwin seconded the motion.

Roll call was taken for items No. 3

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

ITEMS REMOVED FROM CONSENT AGENDA

4. Consider, and act upon, the approval of Resolution No. 2017-22 amending the Preliminary FY 2017-2018 Budget with carryover fund balances, and adopting the Final Budget for 20172018. (Kathy Gilsdorf, Budget Analyst) (Roll Call Vote required)

Finance Director Hall presented the final budget for Fiscal Year 18 with the amendments, carry-overs, roll-overs and beginning cash balances.

Mayor Pro-Tem Hernandez said we happened to find \$3 million dollars and asked if this was free money or is it money budgeted to be spent out. Finance Director Hall said no, that is actually budgeted money from Fiscal Year 17 that is being carried over to Fiscal Year 18, and this is mostly for projects. It is not available money; it is already encumbered for other items. Mayor Pro-Tem Hernandez said he pulled this item off the consent agenda because if we could not afford to support OCEDC (Otero County Economic Development Council) for \$30,000, I am very concerned, so I won't be able to support the budget this year. Finance Director Hall said we are supporting OCEDC for the \$70,000 marketing plan and the \$30,000 operating expenditures. Mayor Pro-Tem Hernandez said there was a 45 minute to an hour discussion, and the hammering of the OCEDC President for the \$30,000. If we are worried about \$30,000, then it is very concerning to me.

Commissioner Baldwin moved to approve.

Commissioner Turnbull seconded the motion.

Roll call vote was taken.

Motion carried with a vote of 6-1-0. Mayor Pro-Tem Hernandez voted nay.

PUBLIC HEARINGS

6. Consider, and act upon, Ordinance No. 1541 for first publication for a map amendment to the official zoning map of the City of Alamogordo to rezone the property with the legal description 1179 SW1/4NW1/4 located at 801 US Hwy 70 West, from R1, Single Family Dwelling District and C3 Business District to MH2, Manufactured Housing Park District. Case Z-2017-0004(A) 801 US Hwy 70 West (Darron Williams, City Planner) (Roll Call Required)

City Planner Williams said this is a rezoning case on a combination commercial property and residential zoning. The petitioners asked to convert it to a mobile home park. He showed a power point presentation to the Commission of the zoning maps. (See Agenda for PowerPoint)

Mayor Pro-Tem Hernandez moved to approve.

Commissioner Martin seconded the motion.

Roll call vote was taken.

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

NEW BUSINESS

7. Consider and act upon designating a 2017 NMML Annual Conference voting delegate and an alternate. (Rachel Hughs, City Clerk)

City Clerk Hughs said the Commission votes on a voting delegate for the City of Alamogordo for the Annual New Mexico Municipal league Conference. Mayor Boss asked if anyone else was attending the Conference. City Clerk Hughs said he was the only one attending. Commissioner Sikes said she would like to go. Mayor Boss said we could have one of us as the voter and the other as the alternate. Commission Sikes said Mayor Boss should be the voter.

Mayor Pro-Tem Hernandez made a motion to designate Mayor Richard Boss as the voting delegate and Commissioner Sikes as the alternate at the 2017 NMML Annual Conference.

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

8. Consider and act upon rescheduling the August 8, 2017 Commission meeting to August 9, 2017 due to the Secretary of the Air Force reception. (*Richard Boss, Mayor*)

Mayor Boss asked they reschedule the Commission meeting from August 8, 2017 to August 9, 2017 due to the Air Force reception.

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

9. Consider, and act upon first publication of Ordinance No. 1539 amending Section 2-01-030, The City of Alamogordo Code of Ordinances Regarding Planning and Zoning Administrative Fees. (*Darron Williams, City Planner*) (Roll Call Required)

City Planner Williams said when he began working with the City of Alamogordo, he discovered the Planning and Zoning Department was providing a significant amount of service for free. As in staff time to do tasks that are associated with State permits and not charging any fees. He said in 2016, they processed 554 roofing Ordinance reviews for zero costs. Staff time is between 15 and 30 minutes per review. He said in the agenda packet is a comparison of the old fees and recommended new fees. There is also a comparison of other municipalities of comparable size. He said there have been no adjustments to these fees since the 1990's. In the fee update, every fee is directed and accounted towards the cost of staff time. Essentially, this is catching us up, so that we are appropriately covering the staff time it takes for every one of these steps.

Mayor Boss said he has received calls directly relating to people doing repairs and maintenance to their house. He asked City Planner Williams to explain the process. He replied if they are renovating a room, that has multiple windows or if they are doing an addition, rehabilitation, those kinds of things require state permit. At that point, we are validating that any work they are doing complies with City Ordinances. We make sure anyone prior to the current owner did not build a building that was not permitted, etc. We are doing our own review of the process to make sure they are complying with City Ordinance and Zoning. Mayor Boss asked if we have to oversee if windows are meeting the requirements of standards. City Planner Williams said not so much the windows themselves, because that is part of the State permit process. This is more along the lines of where the windows are going, and does the structure comply. For the homeowner it is a courtesy review, and windows are not necessary the best example, but it still requires a review of our part. That \$30 dollars is essentially 20 minutes staff time.

Commissioner Sikes asked how the permit process for a new roof works. City Planner Williams said it will happen one of two ways, depending on how the contract is negotiated. Either the homeowner will come in as, part of the contract, or the contractor that is doing the work will come in. In 2016, there were 554 work reviews processed. Commissioner Sikes asked if the companies who come in and do the roofs, do they roll the price of the permitting into the cost of the roof. City Planner Williams said right now, we do not charge anything for a roofing review. Commissioner Sikes asked if any of the roofers had any comments about our fee. City Planner Williams replied no.

Commissioner Turnbull asked why there is a fee increase for the mobile home blocking. City Planner Williams said mobile home blocking requires not only an ordinance review to make sure that is complying with the set backs, whether it's meeting the yard requirements, but also zoning. Plus there is also some additional permitting required that we do as well. That \$100 fee is essentially an hour worth of time.

Commissioner Payne asked what vacation is. City Planner Williams said vacation is when a piece of property is vacated, or given back. There is a fee for that, because we have to take it onto the rolls and assess what the impact is to the City ledger. He defined vacation as at the time of filing applicant to vacate any plat or easement in whole or in part, the applicant shall pay the City a non-refundable fee, to cover costs of publication, administration and other expenses. Publication is whether it is in the newspaper as an official notice or through mailings.

Commissioner Payne asked if the signs and billboards required to get permits. City Planner Williams said they are not so much permits as it is an ordinance review. We do not issue permits, only the State issues permits. Commissioner Payne asked if these billboards that are going up, if they are going through the Planning and Zoning Department. City Planner Williams said yes and currently we do not have an ordinance to prohibit them. Which is why it is a hot topic and we are working on it right now.

Commissioner Sikes asked why we don't have a department locally. City Planner Williams said it is my understanding that there were a couple of challenges. One is we had challenges maintaining qualified inspectors. The State said if you can't do that, then they would have to take it over. That happened in about 2008. Mayor Boss said I could tell you one of the reasons is because it was 2008 and it was slow then, and there were not enough requests for permitting, because there was no building going on. City Planner Williams said from our department's point of view that is kind of our concern going forward, especially if we reap some of the economic impact that we are expecting. We go through a building boon while the State is reducing staff. The Las Cruces office went from six people down to three. We essentially have three inspectors covering very large area and they are here on a predictable schedule. Most builders are accommodating that quite well, but what I am hearing from contractors that do re-roofs, it is really challenging, because if they don't hit the cycle just right they could have a roof exposed for up to a week before they can get the proper inspection.

Commissioner Turnbull said for the interior and exterior remodel it was zero and now it is going to be \$30 for residential and \$100 for commercial. She asked what that is going to cover. City Planner Williams said it covers the staff time to do the ordinance review. The \$30 is the minimum we are working with for any ordinance review which essentially 20 minutes of time. Commissioner Martin said and that is for only when they need to pull a permit. So when someone wants to lay tile in their house they will not be paying that unless a permit is required. City Planner Williams said correct. You can go to Construction Industries Division's website, they have a two page information sheet that will tell them when they are required to have a permit.

Mayor Pro-Tem Hernandez asked City Planner Williams to define interior remodel. He said it would be anything on the interior of a residence or a structure. Mayor Pro-Tem Hernandez asked if this would include carpet or flooring. City Planner Williams said anything that would require a permit. Anything you do electrical or plumbing requires a permit. Mayor Pro-Tem Hernandez said it used to be anything over \$500 would require a permit. If it required moving walls, I am not sure if that has changed. He asked if the Convenience Center would accept construction trash, if you did not have a permit. City Planner Williams said as far as I know, our transfer as well as the County's is no longer accepting certain types of construction material. He said concrete being the most common material. Mayor Pro-Tem Hernandez asked if someone goes out there with sheetrock and studs and does not have a permit, is that being checked. City Planner Williams said no, not that I know of.

Commissioner Turnbull said for clarification on the plumbing and asked what size job would you require a permit. City Planner Williams said he would have to defer to the State, because that is up to them, they are the ones issuing it. I could certainly provide the two page handout that defines it a little bit better and they also have their contact information to call them. My understanding is that the homeowner can do the plumbing, but there is a test they have to take to show they have sufficient knowledge. Otherwise, it has to be a certified provider. There is a list on that two page sheet that says what services have to be done by a certified technician.

Commissioner Payne asked why new commercial went from \$50 to \$600, and why mobile home or RV Park went from \$150 to \$600. City Planner Williams said the reason is if you look into the ordinance, we refer to a technical review panel. The technical review panel includes the Director of Public Works, our Supervising Engineer, the City planner or the Planning and Zoning Administrator, along with legal if it is required and Community Services. Essentially that accounts for an hour of each of their staff time. That accounts for \$450. Then there is an official publication for the newspaper and letter mailings that accounts for the additional \$150. Then if it is multiple buildings we may have to look at a higher rate based on the scope of work. Commissioner Payne said new commercial you mean building and the same for mobile home or RV. City Planner said correct, because we still have to do a technical review because you are looking at connecting utilities and those types of things.

Mayor Pro-Tem Hernandez moved to approve.

Commissioner Baldwin seconded the motion.

Roll call vote was taken.

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

Commissioner Baldwin said if this does go through its publications and becomes Ordinance. He recommended some type of campaign to let everybody know that these fees are going to be out there, new and changed. City Planner Williams wanted to highlight the fact, that this becomes an ongoing update. So, we are publishing the initial Ordinance and then from this point forward we will present a recommendation for the fees for the following year in June, enacted in January. Essentially a six month warning or notice period so that we can get the information out.

10. Consider and act upon Resolution 2017-21 and Professional Services Contract for Alamogordo MainStreet Program. (*Darron Williams, City Planner*) (Roll Call Required)

City Planner Williams said this is for approving our Professional Services Contract with our MainStreet program. This just carries through to the next step, for not only the Resolution, according to the State guidelines, but also the professional services contract. We will actually encumber the coming year's fee for supporting that program.

Commissioner Baldwin moved to approve.

Mayor Pro-Tem Hernandez seconded the motion.

Roll call vote was taken.

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

11. Consider, and act upon, approval to sell city property located at 1300 Fillmore. (*Assistant City Attorney, Petria Schreiber*)

Assistant City Attorney Schreiber showed a power point presentation on 1300 Fillmore and explained how the City came to own this house. At this point, we would like to sell it. We would like to have it appraised and see what the value is. We have the option to list it for the appraisal price or take it to auction.

Mayor Pro-Tem Hernandez moved to approve.

Commissioner Turnbull seconded the motion.

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

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

Mayor Boss read the openings and appointed Christopher Hayman to the White Sands Beautification Board. No one was opposed.

GB Oliver Commented on the following:

He wanted to compliment the City as to where you stand and what is going on in this community. He strongly recommends approving Acting City Manager Paluch's contract to become the City Manager.

13. Recess into Closed Session in compliance with Section 10151(H), NMSA 1978 (as amended), to discuss Threatened or Pending Litigation (1507 Rockwood) and Limited Personnel Matters (City Manager contract). (Roll Call Vote Required)

Commissioner Turnbull moved to recess.

Commissioner Martin seconded the motion.

Roll call vote was taken.

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

RECONVEVE INTO OPEN SESSION

14. Action, if any, related to Limited Personnel Matters (City Manager contract).

Mayor Pro-Tem Hernandez moved to reconvene.

Commissioner Baldwin seconded the motion.

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

Mayor Boss announced the Commission came to a consensus on a negotiated contract with Acting City Manager Paluch to be our City Manager.

Commissioner Payne moved to approve.

Commissioner Sikes seconded the motion.

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

ADJOURNMENT

Mayor Pro-Tem Hernandez moved to adjourn at 9:42 p.m.

Commissioner Turnbull seconded the motion.

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

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)

Approved at the Regular Meeting held on August 9, 2017.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 08/01/2017

Report No: 4.

Submitted By: Bob Johnson

Subject: Consider, and act upon, Change Order No. 8, RFQ 2013-05, to CDM Smith, Inc. related to the engineering and design services for the Snake Tank Well 5 Equipment and Monitoring Wells project, in an amount not to exceed \$18,084.30, including tax. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: \$18,084.30

Amount Budgeted: \$9,200,817.00

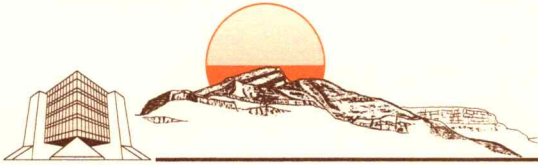
Fund: 054-0099-990.67-74 PW1406

Additional Fiscal Impact:

Recommendation: Approve the Change Order.

Background: This Change Order is to incorporate additional engineering services consisting primarily of extended full-time on-site Resident Project Representative (RPR) services during the drilling, development, and equipping of three (3) monitoring wells, and the re-development of Well No. 5.

The original estimated time-frame and corresponding RPR engineering services costs was eight (8) weeks for the aforementioned work elements. However, various site and underground conditions extended these work elements for an additional nine (9) weeks.



City of Alamogordo



Engineering Dept. • 1376 East Ninth St • Alamogordo, NM 88310 • (575) 439-4337 • FAX (575) 439-4343

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 8

1-MGD BRACKISH WATER TREATMENT FACILITY/SNAKE TANK WELL 5 EQUIPMENT & MONITORING WELLS ENGINEERING & DESIGN SERVICES

RFQ NO. 2013-05

DATE: JULY 26, 2017

ENGINEER: CDM SMITH, INC.
6001 INDIAN SCHOOL RD. NE, SUITE 310
ALBUQUERQUE, NM 87110

OWNER: CITY OF ALAMOGORDO
1376 E. NINTH ST.
ALAMOGORDO, NM 88310

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Additional engineering services during the construction phase of the Snake Tank Well 5 Equipment & Monitoring Wells project (PWB 2016-001), including full-time Resident Project Representation during construction, as authorized pursuant to Section C of the Agreement. Refer to Exhibit A to this Change Order.

REVISED CONTRACT AMOUNT

- | | |
|---|-----------------|
| 1. Original Contract Amount | \$1,188,319.53* |
| 2. Total Contract Amount Including Previously
Approved Change Orders | \$2,199,449.46* |
| 3. Amount of this Change Order (Increase) | \$ 18,084.30* |
| 4. Total Revised Contract Amount to Date | \$2,217,533.76* |

* includes New Mexico Gross Receipts Tax.

The work covered by this order shall be performed under the same terms and conditions as that included in the original contract.

CHANGE ORDER ACCEPTED AND APPROVED:

BY: Paul A. Felt
Engineer

7-26-17
Date

CHANGE ORDER APPROVED BY CITY COMMISSION / CITY MANAGER:

BY: _____
Mayor/ City Manager

Date

BY: _____
City Attorney

Date



6001 Indian School Road, N.E., Suite 310
Albuquerque, New Mexico 87110
tel: 505-243-32000
fax: 505-243-2700

July 6, 2017

Bob Johnson
Engineering Manager
City Hall
1376 East Ninth St.
Alamogordo, NM 88310

Subject: Change Order No. 9 to Contract for 1-MGD Interim Brackish Water Reverse Osmosis Project for Extended Construction Oversight during Rehabilitation of Snake Tank Well 5 and Construction of Monitoring Wells in the Snake Tank Well Field

Dear Mr. Johnson:

CDM Smith Inc. (CDM Smith) herein proposes Change Order No. 9 to our contract for the 1-MGD Interim Brackish Water Reverse Osmosis (BWRO) Project. Change Order No. 9 is for providing extended hydrogeologic services and project management during the rehabilitation of Snake Tank Well 5 and construction of three monitoring wells in the Snake Tank Well Field.

CDM Smith subconsultant John Shomaker and Associates Inc. (JSAI) was contracted to perform hydrogeologic services that included oversight of well rehabilitation and monitoring well drilling operations by a full-time hydrogeologist. JSAI's contract was based on 8 weeks of full time observation of the contractors' drilling and rehabilitation activities. Additional oversight was required due to delays in the subcontractors drilling schedule and additional work required to install a patch within the screen of Well 5. The total duration of rehabilitation and drilling activities performed by the drilling subcontractor extended over a six-month period. The variability and unpredictability of the drilling schedule prolonged the duration of time JSAI was required to be on site.

Change Order 01 extended the overall project duration by 49 to install a patch in the Well 5 screen. The additional construction duration requires additional construction management.

The total cost for the additional work described in this amendment is **\$16,852**, excluding NMGR. T.

If you have any questions or comments regarding this scope of work, please feel free to call me at (505) 353-3705 or Robert Fowlie at (505) 353-3709. We look forward to our continued support to the City of Alamogordo on this project.

Sincerely,

Sarah C. Tuite, PE
Project Manager
CDM Smith Inc.

Robert A. Fowlie, PE, BCEE
Associate, Client Service Leader
CDM Smith Inc.

Attachments



Alamogordo Snake Tank Well 5 and Observation Wells
Amendment 9 Extended Hydrogeologic Services

Tasks	Sr. Technical Consultant	Hours																Other		Subconsultants		Markup on Subs		Total							
		Contract Officer		Process Prof. V		PM Prof. IV		Process Prof. II		Process Prof. I		Senior Designer/Draft after		Contract Admin.		Clerical		Construction Observation		Labor Totals		Direct Costs	Total		Total						
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Firms					Total	Total				
1. Project Extension Change Order 1	1	4	0	8	0	0	0	0	4	0	0	0	0	0	0	0	0	0	17	\$ 2,770	\$ -	\$ -	\$ -	\$ -	\$ 2,700	\$ 162	\$ 5,632	\$ -	\$ -	\$ -	
Project Management	1	4		8					4										17	\$ 2,770							\$ -	\$ 2,770		\$ 2,770	
Well 5 Extended Observation																			0	\$ -											
2. Drilling Delays	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ 620	\$ -							JSAI	\$ 2,700	\$ 162	\$ 2,862
Project Management				4															4	\$ 620											\$ 620
MW-1 Extended Observation																												JSAI	\$ 2,600	\$ 156	\$ 2,756
MW-2 Extended Observation																												JSAI	\$ 2,900	\$ 174	\$ 3,074
MW-3 Extended Observation																												JSAI	\$ 4,500	\$ 270	\$ 4,770
TOTAL	1	4	0	12	0	0	0	0	4	0	0	0	0	0	0	0	0	0	21	\$ 3,390	\$ -						\$ 12,700	\$ 762	\$ 16,852		\$ 16,852

Labor Rates and Multipliers

Sr. Technical Consultant	Contract Officer	Process Prof. V	PM Prof. IV	Process Prof. II	Process Prof. I	Senior Designer/Draftsman	Contract Admin.	Clerical	Construction Observation
Hughes	Foville	Rynders	Tuite	Mericka	Reed	Mesquita	Hilland	Fitch	TBD
\$230.00	\$215.00	\$165.00	\$155.00	\$110.00	\$96.00	\$140.00	\$110.00	\$70.00	\$100.00

ODC Multiplier
1.00

Sub Multiplier
0.0%

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 07/27/2017

Report No: 5.

Submitted By: Maria Herndon

Subject: Consider, and act upon, an Agreement with Alamogordo Public Schools related to School Resource Officers. (*Police Chief, Daron Syling*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Agreement

Background:

The agreement between the City of Alamogordo and APS for the School Resource Program is a professional service contract for security and safety services at APS.

The City shall provide three full-time certified, experienced, uniformed Police Officers to be stationed at the secondary schools during the upcoming 2017-2018 school year. These officers are assigned and shall be supervised by the Community Relations Supervisor of the Alamogordo Police Department.

These uniformed officers are law enforcement personnel who will provide safety, security and other law enforcement related duties during the school year. The intent is not to be policy enforcement officers for the Alamogordo Public Schools. It is intended to provide a positive atmosphere in the spirit of the community-policing concept.

This agreement shows APS paying 50% of three school officers' expenses, which include salary and benefits and other costs funded in Fund 11 (0114704). The total cost of this program is \$232,073.86 which is expended from Fund 1147 (SRO program).

The total revenues to be received from APS are \$116,036.93 which will be receipted into Fund 11 (011-0000-314.13-57). Total net impact to the City is \$116,036.93. This is to be billed in quarterly increments.

**Alamogordo Public Schools
1211 Hawaii
Alamogordo, NM 88310
Phone #575-812-6000**

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into on the first day of July 01, 2017, by and between the CITY OF ALAMOGORDO, a New Mexico municipal corporation (City), and the ALAMOGORDO PUBLIC SCHOOL DISTRICT (District), through the ALAMOGORDO SCHOOLS' BOARD OF EDUCATION.

WHEREAS, THE City and District desire to enter into an agreement for the purpose of providing safety and security at the secondary schools and other law enforcement related functions and school activities.

IT IS THEREFORE AGREED BY THE PARTIES:

1. The City shall provide three full-time certified, experienced, uniformed Police Department Officers to be stationed at the secondary schools during the upcoming 2017 - 2018 school year. These officers are assigned and shall be supervised by the Community Relations Supervisor of the Alamogordo Police Department. These officers are herein referred to as School Resource Officers (SRO).
2. During the time period that the regular school year is not ongoing, these officers will perform other law enforcement related duties.
3. The District may still request additional uniformed services from the City when the need arises. The request for these events needs to originate from the APS Superintendent, APS Chief of Staff, APS Athletic Director, APS Safety Assistant, or other Superintendent designee. These additional requests are for special activities and functions, including but not limited to the following:
 - A. Sporting Events
 - B. Graduation
4. These uniformed SROs are law enforcement personnel who will provide safety, security and other law enforcement related duties during the school year. The SROs intent is not to be policy enforcement officers for the District. It is intended to provide a positive atmosphere in the spirit of the community-policing concept. This agreement does not limit the District, at any time, from hiring other personnel for the purpose of security.

5. The District will provide office space at all secondary schools for the sole use of the assigned SRO's. Said office space shall contain adequate amenities to include heating, cooling, dedicated telephone(s) and access to District server for purpose of access to Alamogordo Police Department reporting and/or e-mail systems.
6. The compensation of these SRO positions is to be paid mutually and reflects approximately 50% of the total costs for the City of Alamogordo and the Alamogordo Public School District. The City shall, prior to July 1, 2017, determine the three officers' annual salaries, benefits and any other agreed upon costs; i.e., overtime. In the event a workman's compensation claim is made, the workman's compensation will be solely the responsibility of the City of Alamogordo.

For this contract period, the District will reimburse the City in the amount of \$ 116,036.93. The costs will initially be paid by the City, and reimbursement shall be in quarterly installments from the District on September 1, 2017; December 1, 2017; March 1, 2018 and June 1, 2018.

7. Should the need arise for specialized training, special days off, or leave during the school year, the SRO will be responsible for notifying their respective school administration and the Community Relations Unit Supervisor. During these absences, a substitute SRO may be provided, if staffing levels allow. When a substitute SRO is not provided the school shall contact APD for assistance.
8. The Alamogordo Police Department shall provide a monthly SRO activity report by school site where SROs are assigned. The report is a statistical report obtained from crimes reported, arrests, juvenile referrals, accidents, traffic and non traffic citations issued, school requested overtime assignments and any other information the Department would deem worthy of reporting. The report will not include information not to be released under current legal guidelines. The report will be submitted to the APS Chief of Staff no later than the 15th of each month.
9. The School shall provide SRO's access to the District video surveillance system as permitted by law. Currently, District shall allow officers to view law enforcement related incidents on the system and obtain copies of those incidents for investigational purposes by a duly authorized subpoena or court order.
10. The terms of this Contract, and any subsequent renewal thereof, are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the New Mexico Department of Education for the performance of this Contract. If sufficient appropriations and authorizations are not made by the Legislature, this Contract shall terminate, without any penalty or damages whatsoever against the District, upon written notice being given by the District to Contractor. The District's decision as to whether sufficient appropriations and authorizations are available shall be accepted by Contractor and shall be final.

11. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
12. The District and the City are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.
13. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to action of the respective party or of its officials, agents and employees pursuant to this Agreement. Any and all claims by third parties resulting from this Agreement are subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.
14. Within 60 days after the effective date of this agreement, the school administration or representative and the Community Relations Supervisor shall meet to outline work duties of the SROs of the 2017-2018 school year.
15. This Agreement for Services shall become effective on July 1, 2017 and continue through June 30, 2018.

Alamogordo Public School District

City of Alamogordo

Board of Education President

Mayor

Date:_____

Date:_____

ATTEST:

ATTEST:

Board of Education Secretary

Alamogordo City Clerk

Date:_____

Date:_____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 08/01/2017

Report No: 6.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, the Opinion of Lessee's Counsel letter, Lessee's Certificates and IBM Credit LLC Certificate of Acceptance in regards to the Master Lease Agreement Schedule to Master Lease Agreement between IBM Credit LLC and City of Alamogordo and also Lease/Purchase Supplement to Lease/Purchase Master Agreement between IBM Credit LLC and City of Alamogordo. *(Mark Graham, MIS/Computer Center Manager)*

Fiscal Impact: 56,766.66

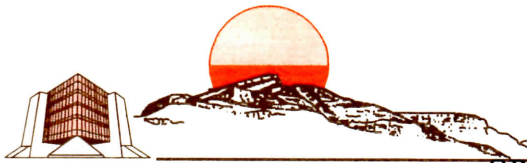
Amount Budgeted: \$322,658.00

Fund: 012-3402-419-5758 (\$278,658) and 012-3402-419-5734 (\$44,000)

Additional Fiscal Impact: Total contract is 60 months @ \$5,677.66/month beginning September, 2017.

Recommendation: Approve and sign the Opinion of Lessee's Counsel letter, Lessee's Certificates and IBM Credit LLC Certificate of Acceptance.

Background: The COA will enter into a 60-month lease/purchase agreement with IBM Credit LLC to replace the Financial and CRIMES/CAD equipment for Main Superior (formally Sungard H.T.E.) applications.



City of Alamogordo

OPINION of LESSEE'S COUNSEL

(To be provided on letterhead of LESSEE'S counsel)



IBM Credit LLC
7100 Highlands Parkway
Smyrna, GA 30082

City of Alamogordo
1376 E 9th Street
Alamogordo, NM 88310-5855

Re: Master Lease Agreement Schedule to Master Lease Agreement between IBM Credit LLC and City of Alamogordo and also Lease/Purchase Supplement to Lease/Purchase Master Agreement between IBM Credit LLC and City of Alamogordo.

To Whom It May Concern:

We have acted as special counsel to City of Alamogordo ("Lessee"), in connection with the Master Lease Agreement No. 086854825L ("Master Lease Agreement"), and in connection with the Lease/Purchase Master Agreement No. 086854825L (the "L/P Master Agreement", between City of Alamogordo, as lessee, and IBM Credit LLC ("IBM Credit"), and the execution of Master Lease Agreement Schedule No. 037898 (the "Schedule") pursuant to the Master Lease Agreement, and Lease/Purchase Supplement No. 037901, (the "Supplement") pursuant to the L/P Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Lease Agreement and the L/P Master Agreement (herein known as the "Master Agreements"), and the Schedule and the Supplement.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreements, the Schedule, and the Supplement and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers:
(a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreements, the Schedule, and the Supplement and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreements, the Schedule, and the Supplement by Lessee have been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreements, the Schedule, and the Supplement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the equipment or financing subject to the Supplement and Schedule, and has entered into the Master Agreements, the Schedule, and the Supplement, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreements, the Schedule, and the Supplement.
7. The Master Agreements, the Schedule, and the Supplement have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, organization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreements or the Schedule or the Supplement or of other agreements similar to the Master Agreements; (b) questioning the authority of Lessee to execute the Master Agreements or the Schedule or the Supplement, or the validity of the Master Agreements or the Schedule or the Supplement, or the payment of principal of or interest on, the Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreements, the Schedule, and the Supplement ; and (d) affecting the provisions made for the payment of or security for the Master Agreements, the Schedule, and the Supplement.
9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Supplement) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by IBM Credit, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Schedule or the Supplement.

Very truly yours,

By:

Dated:

LESSEE'S CERTIFICATE

IBM Credit LLC

Page 1 of 2

Re: Lease/Purchase Supplement No. 037901 to Lease/Purchase Master Agreement No. 086854825L between IBM Credit LLC and CITY OF ALAMOGORDO ("Lessee").

The undersigned (person signing at the bottom of this document), being the duly qualified and acting representative of the Lessee with the title indicated at the bottom of this document does hereby certify, as of the date executed, as follows:

1. Lessee did, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease/Purchase Supplement and any related documents entered into pursuant to the Lease/Purchase Master Agreement (the "Lease/Purchase Supplement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL(S) AUTHORIZED TO SIGN ANY LEASE/PURCHASE SUPPLEMENT DOCUMENTS (incl. CERT of ACCEPTANCE) NOTE: THE PERSON SIGNING AT THE BOTTOM OF THIS DOCUMENT SHOULD <u>NOT</u> BE LISTED IN THIS TABLE	TITLE OF EXECUTING OFFICIAL(S)	SIGNATURE OF EXECUTING OFFICIAL(S)
MAYOR RICHARD BOSS	MAYOR	
And/Or AL HERNANDEZ	MAYOR PRO TEM	
And/Or		
And/Or		
And/Or		

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. Any meeting(s) of the governing body of the Lessee which were required for the Lease/Purchase Supplement to be approved and authorized to be executed, were duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease/Purchase Supplement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Lease/Purchase Supplement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State. The meeting of the governing body of the Lessee at which the Lease/Purchase Supplement was approved and authorized to be executed was held on _____ [Lessee must enter the meeting date or "n/a"].

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation Event (as such terms are defined in the Lease/Purchase Master Agreement (the "Master Agreement")) exists at the date hereof with respect to this Lease/Purchase Supplement or any other Lease/Purchase Supplements under the Master Agreement.

5. The acquisition of all of the Property under the Lease/Purchase Supplement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease/Purchase Supplement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. Lessee represents and warrants that the Property is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

8. Bank Qualified Tax-Exempt Obligation under Section 265 (Consult tax counsel for applicable provisions.).
[Lessee must select one option below.]

____ Lessee hereby designates this Lease/Purchase Supplement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Lease/Purchase Supplement falls, in an amount not exceeding \$10,000,000.

or

____ Not applicable

LESSEE'S CERTIFICATE

IBM Credit LLC

Page 2 of 2

9. Has Lessee ever terminated a lease or financing contract prior to the expiration of its term (including all permitted renewal terms) due to nonappropriation or other provision permitting Lessee to terminate in Lessee's discretion?

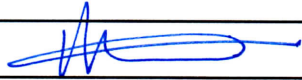
[Lessee must select one option below.]

Yes ____ No ____ If yes, then please describe the circumstances of such termination:

10. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Lease/Purchase Supplement or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Lease/Purchase Supplement, or the validity of the Master Agreement or the Lease/Purchase Supplement, or the payment of principal or of interest on, the Lease/Purchase Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Lease/Purchase Supplement; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Lease/Purchase Supplement.

Lessee: CITY OF ALAMOGORDO

**By (Signature):



*PRINTED NAME:

MARGARET PALUCH

*TITLE:

ACTING CITY MANAGER

*DATE:

****SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN IN THE TABLE ABOVE. (I.E. SIGNER MUST NOT BE THE SAME PERSON WHO SIGNED THE LEASE/PURCHASE SUPPLEMENT DOCUMENTS)**

A SELECTION OR RESPONSE MUST BE MADE IN REGARDS TO STATEMENTS 3, 8 & 9.

***ALL FIELDS ARE REQUIRED TO BE COMPLETED.**

IBM Credit LLC
Certificate of Acceptance**Lessee/Borrower Name ("Client") and Address:**

CITY OF ALAMOGORDO
1376 E 9TH ST
ALAMOGORDO NM 88310-5855

Lessor Name and Address:

IBM Credit LLC
7100 Highlands Parkway
Smyrna, GA 30082
igfnadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

Client Reference:

Payment Period: Monthly

Payment Type: Arrears

TAX-EXEMPT FINANCING TRANSACTION(S)		
Qty.	Property Description	Original Term (months)
1	9SW1 IBM IBM SOFTWARE	60
1	9MT3 IBM IBM PREPAID MAINTENANCE	60
1	9SB1 SWS PRE-PAID IBM SW SUPPORT & SUBS	60
1	XOT9 OEM OEM OTHER	60

Client represents and certifies that the item(s) listed in the above table(s) are in compliance with Client's specifications ("Accepted Item(s)"). Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance ("COA") is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

This COA may be sent to Client by IBM Credit LLC in soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to incept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:

_____ (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

Agreed to:
CITY OF ALAMOGORDO

By: _____
Authorized signature

MARGARET PALUCH
Name (type or print):

ACTING CITY MANAGER
Title (type or print):

Client shall return this executed COA to IBM Credit LLC by mail, in an email, or by facsimile within ten (10) days of Acceptance Date.

Q510003495

☒ New ☐ Renewal ☐ Change Contract / Agreement Company: 732 IBM CORPORATE / DALLAS

1a] Scope of Work: IBM POWER 8 LEASE/PURCHASE 60 MONTHS. REPLACE FINANCIAL AND CRIMES/CAD EQUIPMENT FOR MAIN SUPERION (FORMALLY SUNGARD H.T.E.) APPLICATIONS.

The Contractor shall perform the work as outlined in Exhibit A. In performing the services and providing the support described in the Scope of Work, provide the deliverables described in the Deliverables List. (Deliverables" means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items [e.g. reports] to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.)

1b] Performance Measures: 5477 SPSVAR LLC [PROPOSAL, PRODUCT AGREEMENT, SERVICE AGREEMENT] 732 IBM CORPORATE / DALLAS [LEASE PURCHASE PACKAGE] set forth in Exhibit A.

1c] Schedule: SEPTEMBER 2017

2a] Compensation: 60 MONTH IBM LEASE w/PURCHASE OPTION AT OEL. \$5,677.66/MONTH @ 60 MONTHS price for each Deliverable per the schedule.

2b] Payment: \$340,659.60 [60 @ 5677.66] total compensation not exceed ☒ excluding or ☐ including New Mexico gross receipts taxes) upon Acceptance of each Deliverable

2c] Taxes – ☒ Not Listed on Quote ☐ Reimbursed ☐ Not Reimbursed for gross receipts taxes

Reimbursable Expenses - ☐ Yes ☒ No Limited to:

3] Term - Start date: 09/2017 Completion date: 08/2022

List of Attachments: SPS VAR LLC [LEASE PROPOSAL, PRODUCT AGREEMENT, SERVICE AGREEMENT, ACKNOWLEDGEMENT OF COMPLETION]

IBM CORPORATE / DALLAS [SIGNING DIRECTIONS, LEASE/PURCHASE MASTER AGREEMENT FOR STATE AND LOCAL GOVERNMENT, LEASE/PURCHASE SUPPLEMENT, IBM CREDIT LLC LEASE PAYMENT SCHEDULE, LESSEE'S CERTIFICATE {SIGN BY MAYOR AND MAYOR PRO-TEM}, CERTIFICATE OF ACCEPTANCE, MASTER LEASE AGREEMENT {DETAIL}, MASTER LEASE AGREEMENT SCHEDULE, CERTIFICATE OF ACCEPTANCE HARDWARE, OPTION OF LESSEE'S COUNSEL].

COA - Equipment Rental/Lease and Contract Services line item information.

PO#: TBA Requisition #: 0000064848
Line Item: 012-3402-419-5758 \$278,658 012-3402-419-5734 \$44,000 {continue budget for final year and option of purchase at EOL} Project #: MIS400
Budgeted Amount: \$322,658 plus future budget accumulation during budget.
Contract Amount: \$340,659.60
Comments: Add project to Req 64848 once the resolution is approved for fund 012. Creating agenda item for August 8th meeting for commission approval letter and signatures on documents.

Circulation Date: 07/24/17 Deadline Date: 07/31/2017 to be able to send to commission Aug 8

Originals Needed: 3 original sets (SPS Var, IBM, City Clerk) will color copy for original
Copies Needed: 2 copy (MIS) for scanning signature and 1 Purchasing

Route to:

- ☒ Mark K Graham, MIS Manager
☒ Julianne Hall, Finance Director
☒ Petria Schreiber, ACA *P*
☐ Lauren Truitt, City Attorney
☒ City Clerk for Agenda approval
☒ Maggie Paluch, City Manager
☒ MIS Secretary

Initials: *mg*

Date: 7/24/17

Initials: *JD*

Date: 7/24/17

Initials: *JS*

Date: 7/25/17

Initials:

Date:

Initials:

Date:

Initials: *MP*

Date: 7.25.17

Initials:

Date:

Finance will forward to City Clerk (this way Finance has a record of submission)

☒ City Clerk Received Initials:

Date:

Process: City Clerk's Office: ☐

Return Original Routing Form to Finance Department

Finance Department: ☐

#2 ~~110689~~ 94 unmatch SBV #1 pg 2
unmatch IBM #3

#7 19793 25 unmatch SBV #1 pg 1

Lease/Financing Proposal for CITY OF ALAMOGORDO

Scott Giles
scogiles@us.ibm.com

2017-06-19

Rates and offerings listed herein are subject to change, extension, or withdrawal without notice.

Assumptions	
Term in months	60
Billing type	First of the month billing
Installation Date	2017-08-31
Payment Start Date	2017-09-01
Rate Expiration Date	2017-07-19
Customer Discount Rate:(used in PV calculation)	5.00%

Summary	
Total Purchase Price Financed	\$308,621.19
Total Periodic Payment	\$5,677.66
Proposal Number	X0004330601
Customer Number	0105558
Credit Request Number	CR00001EFF24

Payments are Monthly in Arrears under a/an M1S - S&L MLA (Master Lease Agreement) contract

New Financing FMV Description	Qty	Purchase Price	Total Amount Financed	Fin Type	Rate/\$K	Periodic Payment	PV of Payments	PV as % of Purchase Price
8286-41A - Power S814	1	\$17,431.80	\$17,431.80	RV1	\$18.4839	\$322.21	\$17,074.13	97.95%
8286-41A - Power S814	1	\$17,431.80	\$17,431.80	RV1	\$18.4839	\$322.21	\$17,074.13	97.95%
3580-H6S - TS2260 Tape Drive Model H6S	1	\$3,457.80	\$3,457.80	RV1	\$18.6745	\$64.57	\$3,421.61	98.95%
3580-H6S - TS2260 Tape Drive Model H6S	1	\$3,457.80	\$3,457.80	RV1	\$18.6745	\$64.57	\$3,421.61	98.95%
3580-H6S - TS2260 Tape Drive Model H6S	1	\$3,457.80	\$3,457.80	RV1	\$18.6745	\$64.57	\$3,421.61	98.95%
3580-H6S - TS2260 Tape Drive Model H6S	1	\$3,457.80	\$3,457.80	RV1	\$18.6745	\$64.57	\$3,421.61	98.95%
7014-T42 - RS/6000 System Rack	1	\$4,662.00	\$4,662.00	RV1	\$18.4839	\$86.17	\$4,566.20	97.95%
7014-T42 - RS/6000 System Rack	1	\$4,662.00	\$4,662.00	RV1	\$18.4839	\$86.17	\$4,566.20	97.95%
9910-E35 - Powerware PW 9910G3kVA 208VXL3	1	\$2,328.80	\$2,328.80	RV1	\$19.2344	\$44.79	\$2,373.45	101.92%
9910-E35 - Powerware PW 9910G3kVA 208VXL3	1	\$2,328.80	\$2,328.80	RV1	\$19.2344	\$44.79	\$2,373.45	101.92%
2078-124 - V5010 SFF Control	1	\$63,341.15	\$63,341.15	RV1	\$18.6745	\$1,182.86	\$62,680.56	98.96%
2078-124 - V5010 SFF Control	1	\$63,341.15	\$63,341.15	RV1	\$18.6745	\$1,182.86	\$62,680.56	98.96%
7042-CR9 - Rack mount HW Mgmt Console	1	\$6,241.55	\$6,241.55	RV1	\$18.4839	\$115.37	\$6,113.53	97.95%
7316-TF4 - FLAT PANEL CONSOLE KIT	1	\$2,331.00	\$2,331.00	RV1	\$18.4839	\$43.09	\$2,283.36	97.96%
TOTAL			\$197,931.25			\$3,688.80	\$195,472.01	98.76%

New Financing FPO Description	Qty	Purchase Price	Total Amount Financed	Fin Type	Rate/\$K	Periodic Payment	Estimated Rate
9SW1-IBM - IBM SOFTWARE	1	\$39,230.10	\$39,230.10	IS	\$17.5701	\$689.28	2.10%
9MT3-IBM - IBM PREPAID MAINTENANCE	1	\$35,684.59	\$35,684.59	IS	\$18.1681	\$648.32	3.45%
9SB1-SWS - PRE-PAID IBM SW SUPPORT & SUBSCRIPTION FINANCING	1	\$12,825.25	\$12,825.25	IS	\$18.1136	\$232.31	3.33%
XOT9-OEM - OEM OTHER	1	\$22,950.00	\$22,950.00	IS	\$18.2548	\$418.95	3.64%
TOTAL			\$110,689.94			\$1,988.86	3.00%

Payment Summary

	2017	2018	2019	2020	2021	2022
Jan		\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66
Feb		\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66
Mar		\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66
Apr		\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66
May		\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66
Jun		\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66
Jul		\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66
Aug		\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66
Sep	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	
Oct	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	
Nov	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	
Dec	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	\$5,677.66	
Total	\$22,710.64	\$68,131.92	\$68,131.92	\$68,131.92	\$68,131.92	\$45,421.28

DISCLAIMER :

IBM Global Financing offerings are provided through IBM Credit LLC in the United States, IBM Canada Ltd. in Canada, and other IBM subsidiaries and divisions worldwide to qualified commercial and government clients. Rates and availability are based on a client's credit rating, financing terms, offering type, equipment and product type and options, and may vary by country. Non-hardware items must be one-time, non-recurring charges and are financed by means of loans. Other restrictions may apply. Rates and offerings are subject to change, extension or withdrawal without notice and may not be available in all countries.

This document is provided as an accommodation and solely as a reference tool for planning purposes. It is not intended and does not create an offer or binding legal obligation on the part of IGF to provide financing on the terms outlined herein. Any such offer or commitment would be in writing and would be subject to and preceded by satisfactory completion of the requisite credit and business reviews. The receipt of all customary internal IBM Global Financing approvals and its effectiveness would be conditioned upon the prior execution of documentation acceptable to both parties.

SPS VAR Product Agreement



Order Description

SPS VAR (We) agree to supply equipment (Machines) and software (Programs) to Customer (You) and to make available the manufacturer's software services subscriptions (Subscriptions) to you under the terms of this Agreement and upon receipt of a \$ 0 down payment. Collectively, Machines and Programs are referred to as Products.

The price for all Products is shown below. Unless you request otherwise and pay the corresponding charges, all Products are shipped via normal ground transportation. You agree to pay the total price of all Products, shipping charges, applicable sales taxes and the price for the Subscriptions.

Machine/Program	Description	Qty	Unit Price	Amount
8286-41A	SPS VAR NaviLine® Solution			
	State Contract # MNWNC-116			
	Quote# 20170608LBB			
	City Hall - Production		\$ 157,348.63	
	Power8 Server with V5020 SAN			
	(2) LTO 6 Tape Drives			
	HMC, UPS, Rack, Console			
	5 Years IBM Maintenance			
	Police Dept - Backup System		\$ 128,322.56	
	Power8 Server with V5020 SAN			
	(2) LTO 6 Tape Drives			
	UPS, Rack and Console			
	5 Years IBM Maintenance			

Total Price Excluding Shipping Charges and Sales Taxes:	\$ 285,671.19
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This Order Description and the Additional Terms on page 2 form our complete agreement (the "Agreement") regarding these Products and the Subscriptions and replace any prior oral or written communication between us. In addition, this Agreement takes precedence over any purchase order that you issue for these Products or Subscriptions. By signing below, both of us agree to these terms.

Agreed to:

City of Alamogordo
1376 E. Ninth Street

Alamogordo, NM 88310

By: 
Authorized signature

Name: (Print) MARGARET DALUCH
Title: ACTING CITY MANAGER
Date: / / 2017

Agreed to:

SPS VAR
3168 Mercer University Dr.
Suite 200
Chamblee, GA 30341

By: _____
Authorized signature

Name: (Print) _____
Title: _____
Date: / / 2017

Agreement Number: 2017060801LBB



Additional Terms

Order, Delivery and Installation

This is a custom order. If you cancel an order for Products within 10 business days prior to their shipment date, then you agree to pay any costs we incur for such cancellation, including cancellation charges we are assessed by our suppliers. However, you may not cancel an order after the Products have been shipped, and you may not cancel an order for Subscriptions after they have begun.

We bear the risk of loss for each Product until it is delivered to you. Thereafter, you assume the risk of loss. You must install all Programs and you must install Machines designated as Customer-set-up by the manufacturer. The manufacturer will install all other Machines.

Within 10 business days of their delivery, you may return any Products that are defective on arrival and cannot be installed. Otherwise, if you wish to return any Products which are not defective and have never been installed, then you must first obtain our written consent and agree to pay any return charges we are assessed by our suppliers. Some Products may not be returnable. Following their installation, you may only return the Products under the provisions of the manufacturer's warranty.

Payment and Assignment

You agree to pay applicable sales taxes or supply exemption documentation. You are responsible for personal property taxes for all Products from the date they are shipped to you.

We invoice the Products when they are shipped. We invoice Subscriptions when they are processed. We will apply your down payment to the invoice amount (the "Invoice Amount"), which will include the price of Products plus shipping charges and applicable sales taxes and the price for the Subscription. The balance of the Invoice Amount is due within 30 days of the invoice date. **Amounts past due will be assessed a late payment charge of 1.5% per month, which you agree to pay.**

Alternatively, you may assign your obligation to pay the Invoice Amount to the IBM Credit Corporation (ICC). You agree to sign an ICC Certificate of Acceptance, accepting Products within 10 days of their delivery and accepting the Subscriptions. The ICC Certificate of Acceptance constitutes payment to us of the Invoice Amount. We will return your down payment, net of any cancellation or return charges, when we receive payment from ICC. Other than this express permission, you may not assign, or otherwise transfer, this Agreement or your rights under it, or delegate your obligations, without our prior written consent. Any attempt to do so is void.

Title and License

We transfer title to Machines to you when we (a) receive the total Invoice Amount due and (b) you return any removed parts that become our property during a feature or model upgrade. The application, use and other aspects of the Programs and the Subscriptions are solely governed by the terms and conditions of the applicable agreement between you and the manufacturer.

If you fail to pay the Invoice Amount, including late payment charges, then we may remove and repossess the Machine without notice or demand, and we may request the manufacturer to cancel the Program license or Subscription.

Warranty

All warranties with regard to the Products or the Subscriptions are provided directly by the manufacturer to you. We warrant only that we are authorized to supply Products and the Subscriptions. **THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND WE MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We do not warrant uninterrupted or error-free operation of any Product.**

Limitation of Liability

If you are entitled to recover damages from us, in each instance, regardless of the basis on which damages can be claimed, we are liable only for actual damages caused by a Product in an amount no greater than the price you have paid for the Product that is the subject of the claim. **Under no circumstances are we responsible for (a) loss of, or damage to, your programs, records or data; or (b) special, incidental, consequential or other indirect damages (including lost profits or savings), even if we are informed of their possibility.**

Disputes

The laws of the State of New Mexico govern this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association at a hearing in Alamogordo, New Mexico. A judgment of a court having jurisdiction may be entered upon the arbitrator's award. The prevailing party, in addition to all other sums to which it may be entitled, is entitled to recover from the other party the reasonable expenses (including attorney fees) relevant to the claim.

Relationship with SunGard Public Sector

SPS VAR is a Premier SunGard Solution Provider. SPS VAR and SunGard Public Sector are independent contractors. Neither party is the agent of the other. Neither party is authorized to make any representations or create any obligation or liability on behalf of the other party. NaviLine is a registered trademark of SunGard Public Sector.

SPS VAR Services Agreement

Project Description



SPS VAR, LLC. (We) agree to provide Services described in a Statement of Work below or in an Attachment to our Customer (You) under the terms of this Agreement. You are responsible for project management and for any results achieved, unless specified otherwise in the Statement of Work. We do not provide Services under the terms of your purchase order.

Services are provided and billed either on an hourly ("Hourly Services") or on a fixed-price ("Fixed-Price Services") basis.

For Hourly Services, the Statement of Work specifies the hourly rate, the estimated hours and estimated expenses required to complete the project. This estimate is not a fixed-price commitment. Charges will equal the actual hours worked times the hourly rate, plus actual expenses and applicable sales taxes.

For Fixed-Price Services, the Statement of Work specifies the fixed-price and estimated expenses. This expense estimate is not a fixed-price commitment. Charges will equal the fixed-price plus actual expenses and applicable sales taxes.

Statement of Work

Project Name: NaviLine Power8 Upgrade

☐ Hourly Services: _____ Hours x \$ _____ per Hour = _____ Estimated Total Charges
OR

☒ Fixed-Price Services: \$ 22,950.00 Invoiced Upon Product Start

Estimated Expenses: \$ _____ Travel & Living and _____ Other Expenses

Estimated Start Date: 09/15/2017

End Date: 10/31/2017

Services: **Remote Assistance with Data Migration and OS upgrade from current Power5 to Power8 with V5020 SAN. Implementing Global Mirror for DR**

This Project Description, the Statement of Work and the Additional Terms on page 2 form our complete agreement (the "Agreement") regarding these Services and replace any prior oral or written communication between us. By signing below, both of us agree to these terms.

Agreed to: (Customer legal name & address)

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

Agreed to:

SPS VAR, LLC
3168 Mercer University Dr.
Suite 200
Chamblee, GA 30341

By:  _____
Authorized Signature

Name (print): MARGARET PALUCH

Title: ACTING CITY MANAGER

Date: _____

Authorized Signature

Name (print): _____

Title: _____

Agreement Number: 2017060802LBB

SPS VAR Services Agreement

Additional Terms

Billing

For Hourly Services, the minimum billing increment is fifteen (15) minutes. However, there will be a one-hour minimum for each day in which Services are provided on-site and a fifteen (15) minute minimum for each day in which Services are provided by telephone. We may increase our hourly billing rate and minimums by giving you three (3) months' written notice.

Hourly Services are invoiced weekly as the work progresses. Fixed-Price Services are invoiced as specified in the Statement of Work. Travel and other expenses are invoiced weekly using IRS mileage allowances for automobile transportation and actual cost for all other expenses.

Charges for Services and expenses are due within 15 days from the invoice date. Amounts past due are subject to a late payment charge of 1.5% per month. You agree to pay accordingly.

You agree to pay applicable sales taxes or supply exemption documentation.

Project Completion and/or Termination

Hourly Services will end when we provide the estimated number of hours or upon the estimated project end date unless you authorize additional hours or an extension of the end date. In the event that additional hours are not authorized for incomplete project which is provided on an Hourly Services basis, we do not warrant that the Services will be completed. Fixed-Price Services will end when the tasks described in the Statement of Work are complete.

Either party may terminate this Agreement on written notice to the other if the other breaches any material provision of this Agreement, including nonpayment of any charges hereunder. Upon termination, we will stop our work in an orderly manner as soon as practical.

You agree to pay for all Services we provide, all materials (including programs, program listings, documentation, reports or other similar works of authorship) we deliver and all expenses we incur through the project's termination, including charges we incur in terminating subcontracts.

Customer Obligation

You agree to provide us reasonable access to the premises where Services will be provided during your business hours. You will also provide other onsite cooperation and assistance as may be reasonably requested by us. You agree to sign and deliver to us the Acknowledgment of Completion of Services when the tasks described in the Statement of Work are complete, or when we have provided the estimated number of hours of Services for Hourly Services (unless additional hours are authorized), whichever comes first.

Subcontractors

We have the right subcontract any part of the Services to a third party as we deem appropriate, provided that we will remain ultimately responsible for the Services, subject to the terms of this Agreement.

Changes to Statements of Work

The Statement of Work may only be changed by a written Change Authorization signed by both of us. The terms of the Change Authorization will prevail over those of the Project Description, the Statement of Work and any previous Change Authorizations.

Warranty

We warrant that we perform Services using reasonable care and skill in accordance with recognized standards in the industry. **WE DO NOT PROVIDE ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We do not warrant uninterrupted or error free operation of any Service.**

Limitation of Liability

In the event that you are entitled to recover damages from us, in each instance, regardless of the basis on which you are entitled to claim damages from us, we are liable only for an amount no greater than the sum of all payments you have made to us. This limit also applies to liabilities of any of our subcontractors. It is the maximum for which we and our subcontractors are collectively responsible. **Under no circumstances are we or our subcontractors responsible to you or third parties for 1) loss of, or damage to, your records or data; or 2) special, incidental, consequential or other indirect damages (including lost profits or savings), even if we are informed of their possibility.**

Disputes

The laws of the State of New Mexico govern this Agreement. Any controversy or claim rising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association at a hearing in Alamogordo, New Mexico. A judgment of a court having jurisdiction may be entered upon the arbitrator's award. The prevailing party, in addition to all recoveries, is entitled to recover from the other party reasonable expenses (including attorney fees) relevant to the claim.

Agreement Number: 2017060802LBB

SPS VAR Services Agreement

Acknowledgement of Completion of Services

Customer hereby acknowledges that the Services required to be provided under Services Agreement No. 2017060802LBB have been completed, and such Services are hereby accepted.

____City of Alamogordo____

By: _____

Name: _____

Title: _____

Date: _____

only sign
when project
is complete...

Signing Directions for Lease/Purchase Package

CLIENT: City of Alamogordo

PREPARED BY: IBM Credit LLC (aka IBM Global Financing or IGF)
Don Weaver
dweaver1@us.ibm.com
972.834.2212

Lease/Purchase (loan for Software/Services) includes the following list of documents. If you have any questions, please contact preparer listed above.

DOCUMENT TITLE	COMMENTS
✓ Lease/Purchase Master Agreement For State and Local Government (14 parts)	Enter Signature, printed name of executing official (authorized signer), and date in the space provided at the bottom left side of the last page.
✓ Lease/Purchase Supplement	Enter Signature of executing official (authorized signer), printed name and DATE at bottom of the last page in Lessee place (left side).
✓ Lease Payment Schedule	Enter Signature, printed name, and Title of executing official (authorized signer) in box at bottom of the last page (left side).
✓ Lessee's Certificate	This is the document most often filled out incorrectly so please call for clarification if there are any questions at all. Note: the signer of this document must NOT be the same as the executing officer(s)/signers of any of the other documents in this package. - Item # 1 - Have each of the executing officials add their name title and signature in the appropriate place in the box in this item. These are the people who are the authorized signers who signed or will be signing all the other documents in this package (Exception: Opinion of Counsel Letter and the 8038-G/GC form). - Item # 3 - Enter the date the governing body authorized the documents to be executed, in the blank or n/a if authorization from a governing body is not needed. - Item # 8 - Check the applicable answer to this item # 8. Please check with tax counsel to ensure you are answering appropriately. The obligation may qualify under Section 103 of the IRC as a Tax-Exempt Obligation but yet not under Section 265 of the IRC. This question is specifically about Section 265. - Item # 9 - Check the applicable answer to this item # 9. If answer is yes, provide details. - SIGNATURE BLOCK - Enter the Signature and Title of the person authorized to make the claims in this document at the bottom of page 2. Please also print this signers' name under the signature block for clarification and enter the date signed. NOTE: the Signer of this document must NOT be the same as the Executing Official(s) shown in the box in Item # 1 on page 1 of the document.
✓ Certificate of Acceptance	For execution once the equipment is delivered. - Enter Signature and printed name of executing official in space provided at bottom of the page. - Enter the Acceptance Date in the BOX provided using MM/DD/YYYY format.
✓ Opinion of Lessee's Counsel sample letter (sent as an MS Word document)	This wording should be cut/pasted onto letterhead of Lessee's counsel. - The date of the execution of the Lease/Purchase Master Agreement should be filled in where indicated (2nd line of preamble). - Any proposed changes in wording should be vetted with IGF contact listed above before issuing the final version. - Letter should be signed by Lessee's counsel and dated.
Purchase Order	If a Purchase Order is required to pay the invoices when issued, please provide that PO # via email to the preparer listed above.

Req. 64848

Project: MIS400

Lease/Purchase Master Agreement For State and Local Government

Licensed Software & Services Only

Lease/Purchase Master Agreement No: _086854825L_

This Lease/Purchase Master Agreement For State and Local Government ("Agreement") covers the terms and conditions under which IBM Credit LLC will finance various charges. In addition, attached is the form of Lease/Purchase Supplement and Exhibits thereto.

This Agreement and its applicable Supplements and Addenda are the complete agreement regarding the Financing Transactions and replace any prior oral or written communications between both parties. If there is a conflict of terms among the documents, the order of precedence will be as follows: (a) attachments or addenda to the Supplement, (b) Supplement, (c) attachments or addenda to the Agreement, (d) this Agreement.

By signing below, both parties agree to the terms of this Agreement. Once signed, any reproduction of this Agreement or a Supplement made by reliable means (for example, photocopy or facsimile) is considered an original.

Part 1 – Definitions

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease/Purchase Master Agreement.

"Commencement Date" is the date when the term of a Financing Transaction and Lessee's obligation to pay Lease Payments for such Financing Transaction commence, which date shall be set forth in each Lease/Purchase Supplement.

"Event of Default" is defined in Section 12.1.

"Financed Items" means any software program licenses, maintenance, services, and other one-time charges to be lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, such items described therein.

"Financing Transaction" means the lease/purchase transaction for Property set forth in any Lease/Purchase Supplement entered into pursuant this Agreement.

"Lease/Purchase Supplement" or **"Supplement"** means a Lease/Purchase Supplement in the form attached hereto.

"Lease Payments" means the Lease Payments payable by Lessee under Part 6 of this Agreement and with respect to each Lease/Purchase Supplement, the Payment Amounts set forth in each Lease/Purchase Supplement in Exhibit 1 thereto.

"Lease Payment Dates" means the dates for the Lease Payments as set forth in the Payment Schedules for each Lease/Purchase Supplement.

"Lease Term" means, with respect to a Financing Transaction, the Original Term and all Renewal Terms. The Lease Term for each Financing Transaction entered into hereunder shall be set forth in a Lease/Purchase Supplement, as provided in Section 4.2.

"Lessee" or "Customer" means the entity identified on the Supplement, and its permitted successors and assigns.

"Lessor" means the entity identified on the Supplement, and its successors and assigns.

"Nonappropriation Event" is defined in Section 6.6.

"Original Term" means, with respect to a Financing Transaction, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Payment Schedule" means, with respect to a Financing Transaction, a schedule of lease payments for the Original Term and all Renewal Terms that indicates the Payment Due Date, the Lease Payment, the Interest Component and the Prepayment Price as set forth in each Payment Schedule.

"Property" means, collectively, Financed Items lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the Financed Items described in such Lease/Purchase Supplement.

"Renewal Terms" means the renewal terms of a Financing Transaction, each having a duration of one year and a term coextensive with Lessee's budget year.

"State" means the state or commonwealth where Lessee is located.

"Supplier" means International Business Machines Corporation "IBM", or any other manufacturer, vendor or provider of the Property leased/purchased by Lessee.

Part 2 - Separate Financings

Each Supplement executed and delivered under this Agreement shall be a separate financing, distinct from other Supplements. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Supplement, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Supplement, and except as expressly provided in Section 11.2 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Supplements unless an Event of Default or Nonappropriation Event has also occurred under such other Supplements.

Part 3 –Lessee's Covenants

As of the Commencement Date for each Supplement executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

a. Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Supplement and the transactions contemplated thereby and to perform all of its obligations thereunder. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) the police power.

b. Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.

c. Lessee has been duly authorized to execute and deliver this Agreement and the Supplement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Supplement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Supplement and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date, Lessee shall cause to be executed an Opinion of Lessee's Counsel in substantially the form attached to the form of the Supplement as Exhibit 2 and a Lessee's Certificate in substantially the form attached to the form of the Supplement as Exhibit 3.

Lease/Purchase Master Agreement For State and Local Government

d. During the Lease Term for the Supplement, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.

e. Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Supplement in such form and containing such information as may be requested by Lessor.

f. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Supplement and will not use or permit the use of the Property in such a manner as to cause a Supplement to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that no part of the proceeds of the Supplement shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Supplement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Supplement.

g. The execution, delivery and performance of this Agreement and the Supplement and compliance with the provisions hereof and thereof by Lessee does not conflict with, or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease of, or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

h. Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days' prior notice to Lessor.

Part 4 - The Transactions

4.1 Lease of Property. On the Commencement Date of each Financing Transaction executed in the Supplement hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Supplement, in accordance with this Agreement and such Supplement, for the Lease Term set forth in such Supplement.

4.2 Lease Term. The term of each Financing Transaction shall commence on the Commencement Date set forth in the Certificate of Acceptance and shall terminate upon payment of the final Lease Payment set forth in such Payment Schedule, unless terminated sooner pursuant to this Agreement or the Supplement.

4.3 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Supplement, and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Supplement is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Certificate of Acceptance substantially in the form attached to the Supplement.

4.4 Assignment to Lessor. With respect to Property, Lessee assigns for security purposes to Lessor, effective upon Lessor signing the Supplement, its right to purchase the Property from its Supplier. Although Lessor shall have the obligation to pay the Supplier for the Property, not to exceed the principal amount set forth in the Supplement, all other rights and obligations as defined in the agreement between Lessee and Lessee's Supplier governing the purchase of the Property ("Purchase Agreement") shall remain with Lessee. Lessee represents that it has reviewed and approved the Purchase Agreement. Lessor will not modify or rescind the Purchase Agreement.

4.5 Credit Review. For each Financing Transaction, Lessee consents to a reasonable credit review by Lessor.

Part 5 – Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Neither Lessor nor its successors or assigns shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Supplement.

Part 6 – Payments

6.1 Lease Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.2 Payment of Lease Payments. Lessee shall promptly pay Lease Payments under each Supplement, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Payment Schedule, at Lessor's address set forth as the "remit to" address in the invoice, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

6.3 Interest Component. A portion of each Lease Payment due under each Supplement is paid as, and represents payment of, interest, and each Supplement hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

6.4 Lease Payments to be Unconditional. SUBJECT TO SECTION 6.6, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE SUPPLEMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY SUPPLIER AS PROVIDED IN SECTION 9.2.

6.5 Continuation of Lease by Lessee. Lessee intends to continue all Supplements entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Supplements can be obtained. Lessee agrees that during the budgeting process for each budget year its staff will provide to the governing body of Lessee notification of any Lease Payments due under the Supplements during the following budget year.

6.6 Nonappropriation. If, during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Supplement for the following fiscal year, Lessee shall be deemed to not have renewed such Supplement for the following fiscal year and the Supplement shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Supplement beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the

Lease/Purchase Master Agreement For State and Local Government

fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Supplement to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Supplement by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In the event of a Nonappropriation Event under a Supplement, Lessee shall cease use of all software financed or acquired under the applicable Supplement and shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software. Lessee shall also cease receipt and/or acceptance of any Property consisting of services which shall not have been performed by the service provider prior to the date of such Nonappropriation Event. Lessor may, by written instructions to any escrow agent who is holding proceeds of the Supplement, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Supplement and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. In the event of such nonappropriation, upon request from Lessor, Lessee agrees to provide in a timely manner, written evidence of such nonappropriation, a copy of the fiscal year budget in which such nonappropriation occurred and any other related documentation reasonably requested by Lessor.

Part 7 – Title to the Property. Software that the Lessee acquires from the Supplier and finances with Lessor remains the property of the licensor. Ownership of the software is governed by the license agreement between the licensor and the Lessee and is not affected by this Agreement.

Part 8 – Ancillary Charges

8.1 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Supplements hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

8.2 Insurance. At its own expense, Lessee shall maintain (a) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (b) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Upon Lessor's request, Lessee shall, within thirty (30) days of such request, furnish to Lessor, for each Supplement, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.3 Advances. In the event Lessee shall fail to maintain the insurance required by this Agreement, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Supplement for which the Property is under and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

Part 9 – Warranties; Use of Financed Items

9.1 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Supplements, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Supplements.

9.2 Supplier's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

9.3 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Supplement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property (including compliance with any applicable privacy laws, rules or regulations and in conjunction therewith Lessee, upon cessation of the use, operation and control of, and prior to any disposition of the Property, shall destroy any data contained thereon that would be subject to such privacy laws, rules or regulations); provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Supplement or the Property thereunder.

Part 10 – Prepayments. Lessee shall have the option to prepay in whole, but not in part, the Lease Payments due under a Supplement on any Lease Payment Date, at the Prepayment Price set forth in the Payment Schedule as the "Prepayment Price", plus any past due amounts, accrued interest to the date of such prepayment and any other monetary amounts due under the Supplement to Lessor. The Prepayment Price shall be an amount equal to the present value of the remaining Lease Payments multiplied by the Prepayment Fee Rate set forth in such Lease Payment Schedule as the "Prepayment Fee Rate". Upon payment of all Lease Payments or the prepayment of all Lease Payments under the applicable Supplement, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Supplement to Lessee.

Part 11 – Assignment; Risk of Loss

11.1 Assignment by Lessor. Lessor's right, title and interest in, to and under each Supplement and the Property under such Supplement may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the consent of Lessee; provided that any assignment shall not be effective against the Lessee until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall

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retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Supplements.

11.2 Supplements Separate Financings. Assignees of the Lessor's rights in one Supplement shall have no rights in any other Supplement unless such rights have been separately assigned.

11.3 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT OR ANY SUPPLEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Any request by Lessee to assign a Supplement or any Property thereunder must be accompanied by an opinion of tax counsel satisfactory to Lessor that the assignment will cause no material change to the federal income tax treatment of the amounts payable as interest under the Supplement.

11.4 Risk of Loss Covenants. Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that (provided that Lessee has complied with its obligations under Section 9.3) Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

Part 12 – Defaults and Remedies

12.1 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Supplement:

- a. Failure by Lessee to pay any Lease Payment under the Supplement or other payment required to be paid with respect thereto at the time specified therein;
- b. Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Supplement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- c. Any statement, representation or warranty made by Lessee in or pursuant to the Supplement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- d. Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- e. An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 12.1 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Supplement (other than the obligations on the part of Lessee contained in Part 6 hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

12.2 Remedies on Default. Whenever any Event of Default exists with respect to a Supplement, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- a. Without terminating the Supplement, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Supplement from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- b.. Lessor may terminate the Supplement, and require Lessee to discontinue use of any Financed Items, and return to Lessor, at Lessee's expense the Financed Items; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Supplement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee. Lessee shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software;
- c. By written notice to any escrow agent who is holding proceeds of the Supplement, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Supplement;
- d. By written notice and demand to Lessee, Lessee shall cease receipt and/or acceptance of any Property consisting of services which shall not have been performed by the service provider prior to the date of Event of Default
- e. Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Supplement and this Agreement.

12.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Part it shall not be necessary to give any notice, other than such notice as may be required in this Part.

12.4 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and

Lease/Purchase Master Agreement For State and Local Government

shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

Part 13 – General

13.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement/Supplement (or at such other address as either party hereto shall designate in writing to the other for notices to such party).

13.2 Arbitration Certifications. Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Supplement:

- a. The estimated total costs, including taxes, freight, installation, cost of issuance, of the Financed Items under the Supplement will not be less than the total principal amount of the Lease Payments.
- b. Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Supplement, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Supplement.
- c. The Property under the Supplement has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Supplement.
- d. There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Supplement; (ii) are being sold pursuant to the same plan of financing as the Supplement; and (iii) are expected to be paid from substantially the same source of funds.
- e. The officer or official who has executed the Supplement on Lessee's behalf is familiar with Lessee's expectations regarding this Section 13.2. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

13.3 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Supplements, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Supplements.

13.4 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. Any county, township, municipality, political subdivision or affiliate (collectively, "Affiliate") of Lessee may enter into a Financing Transaction under this Agreement by signing a Supplement referencing this Agreement and so will be bound to the terms and conditions of this Agreement as Lessee. Nothing in this Agreement obligates the Lessor to provide financing to an Affiliate.

13.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13.6 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Supplements at the time of such amendment or modification.

13.7 Execution in Counterparts. This Agreement and the Supplements hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

13.9 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Agreed to:
CITY OF ALAMOGORDO

Agreed to:
IBM Credit LLC

By _____
Authorized signature

By _____
Authorized signature

Name (type or print): **MARGARET PALUCH**

Name (type or print):

Title (type or print): **ACTING CITY MANAGER**

Title (type or print):

Date:

Date:

Email Address:

m.paluch@ci.alamogordo.nm.us

Lease/Purchase Master Agreement No.: 086854825L

Lessee Name and Address:
CITY OF ALAMOGORDO
1376 E 9TH ST
ALAMOGORDO NM 88310-5855

Lessor Name and Address:
IBM Credit LLC
7100 Highlands Parkway
Smyrna, GA 30082
ignadoc@us.ibm.com

This Supplement to the above referenced Lease/Purchase Master Agreement ("Agreement") is executed between CITY OF ALAMOGORDO ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period means the period for which a Payment is due and payable (e.g., Month, Quarter). Payment Period is: Monthly

Quote Validity Date is the date by which the executed Supplement must be returned to Lessor. Quote Validity Date is: August 16, 2017

Supplier: VERTICAL VAR LLC

TAX-EXEMPT FINANCING TRANSACTION(S)						
Ref No.	Qty.	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate (%)	Planned Commencement Month
15	1	9SW1 IBM IBM SOFTWARE	60	39,230.10	2.14	August 2017
16	1	9MT3 IBM IBM PREPAID MAINTENANCE	60	35,684.59	3.48	August 2017
17	1	9SB1 SWS PRE-PAID IBM SW SUPPORT & SUBS	60	12,825.25	3.37	August 2017
18	1	XOT9 OEM OEM OTHER	60	22,950.00	3.68	August 2017
TOTALS				110,689.94		

SPECIAL TERMS AND CONDITIONS:

The following shall apply to this entire transaction.

- For equipment, software and services not supplied by IBM, Lessor may pay fees to the supplier and/or other third-party firms for administrative services provided in connection with the transaction contemplated under this Agreement. Details are available upon request.

ADDITIONAL TERMS AND CONDITIONS:

"Planned Commencement Month" means for the Financing Transaction to commence, the acceptance date on the Certificate of Acceptance must be prior to the end of the month of "Planned Commencement Month" indicated above unless otherwise approved by Lessor.

The Lease Payment Schedule for this Supplement sets forth the scheduled Lease Payments under this Supplement. The Commencement Date for this Supplement is set forth in the Lease Payment Schedule.

With respect to Financed Items consisting of prepaid maintenance, Lessee accepts the terms of the prepaid maintenance and agrees to look solely to the maintenance provider for provision of such maintenance in accordance with the terms of the contracts with the maintenance provided for said maintenance. Acceptance for purposes of a Supplement shall be the date of acceptance by Lessee in the Certificate of Acceptance.

Lessee agrees that it will timely complete, execute and file the Internal Revenue Service Form 8038-G or Form 8038-GC with the appropriate office of the Internal Revenue Service. Property contained in a Transaction is either Tax-Exempt, whereas the Property qualifies for tax-exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code. The interest rates applicable to this Supplement that provide for Tax-Exempt Lease/Purchase are based on many factors including Lessee's underlying obligation qualifying to pay interest that is treated as exempt by the Internal Revenue Service (IRS) from federal income tax under Section 103(a) of the Internal Revenue Code (Code), as well as many proprietary factors including pricing assumptions made by Lessor as to whether Lessor anticipates being able to recognize any benefits of this tax exemption. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

The interest rates applicable to a Supplement may reflect fees or other consideration Lessor receives from Lessee's Suppliers that is passed on to Lessee in the form of lower rates.

IBM Credit LLC
Lease/Purchase Supplement

Supplement No: 037901

Page 2 of 2

For a Taxable Financing Transactions, the following provisions of the Lease/Purchase Master Agreement shall not be applicable: (i) Part 3, paragraph (f), (ii) Section entitled Arbitrage Certifications.

Lessor reserves the right to reject any invoice that is: (i) not for information technology Equipment or related software or services, or (ii) dated more than 90 days prior to the date Lessor receives authorization from Lessee to finance.

Capitalized terms set forth in this Supplement or in the attachments, but not defined herein or therein, shall have the meaning set forth in the Lease/Purchase Master Agreement. The complete terms and conditions of the Lease/Purchase Master Agreement are incorporated by reference.

Section entitled "Waiver of Jury Trials" under this Agreement is deleted in its entirety.

In addition to a Supplement, and as a requirement to entering into of Lease/Purchase Supplement, Lessee shall provide in completed and executed form, acceptable to Lessor, the additional documents attached to this Supplement that may include:

(a) Payment Schedule for a Supplement, (b) Opinion of Counsel to the Lessee, (c) Lessee's Certificate, (d) Certificate of Acceptance, (e) State Addendum, if applicable and attached, (f) for Tax-Exempt Financed Items (i) Form 8038-G or 8038-GC (to be filed with Internal Revenue Service by Lessee), (ii) Prepaid Maintenance Certification of Maintenance Provider and (iii) Prepaid Maintenance Certification of Maintenance Vendor.

The Agreement referenced above shall be incorporated herein by reference. Lessee hereunder shall be bound to the terms and conditions of the Agreement as Lessee. The Agreement, this Supplement and any applicable attachments or addenda are the complete, exclusive statement of the parties with respect to the subject matter herein. These documents supersede any prior oral or written communications between the parties. By signing below, Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name and the information identifying Lessee's state of organization is true, accurate and complete in all respects. By signing below, both parties agree to the terms represented by this Agreement as it may be amended or modified. Delivery of an executed copy of any of these documents by facsimile or other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Lessee acknowledges that we may maintain a copy of these documents in electronic form and agrees that copy reproduced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

Agreed to:
CITY OF ALAMOGORDO

Agreed to:
IBM Credit LLC

By: _____
Authorized signature

Name (type or print): MARGARET PALUCH

Title (type or print): ACTING CITY MANAGER

Date: _____

By: _____
Authorized signature

Name (type or print): _____

Title (type or print): _____

Date: _____

IBM Credit LLC Lease Payment Schedule

Lessee Name: CITY OF ALAMOGORDO

Lease/Purchase Supplement No: 037901

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$110,689.94

Interest Rate for Schedule: 3.04%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	9/30/2017	1,990.69	1,711.03	279.66	108,978.91
2	10/31/2017	1,990.69	1,715.34	275.35	107,263.57
3	11/30/2017	1,990.69	1,719.66	271.03	105,543.91
4	12/31/2017	1,990.69	1,723.99	266.70	103,819.92
5	1/31/2018	1,990.69	1,728.32	262.37	102,091.60
6	2/28/2018	1,990.69	1,732.68	258.01	100,358.92
7	3/31/2018	1,990.69	1,737.04	253.65	98,621.88
8	4/30/2018	1,990.69	1,741.42	249.27	96,880.46
9	5/31/2018	1,990.69	1,745.79	244.90	95,134.67
10	6/30/2018	1,990.69	1,750.20	240.49	93,384.47
11	7/31/2018	1,990.69	1,754.61	236.08	91,629.86
12	8/31/2018	1,990.69	1,759.04	231.65	89,870.82
13	9/30/2018	1,990.69	1,763.47	227.22	88,107.35
14	10/31/2018	1,990.69	1,767.92	222.77	86,339.43
15	11/30/2018	1,990.69	1,772.38	218.31	84,567.05
16	12/31/2018	1,990.69	1,776.84	213.85	82,790.21
17	1/31/2019	1,990.69	1,781.33	209.36	81,008.88
18	2/28/2019	1,990.69	1,785.81	204.88	79,223.07
19	3/31/2019	1,990.69	1,790.32	200.37	77,432.75
20	4/30/2019	1,990.69	1,794.84	195.85	75,637.91
21	5/31/2019	1,990.69	1,799.36	191.33	73,838.55
22	6/30/2019	1,990.69	1,803.90	186.79	72,034.65
23	7/31/2019	1,990.69	1,808.45	182.24	70,226.20
24	8/31/2019	1,990.69	1,813.03	177.66	68,413.17
25	9/30/2019	1,990.69	1,817.61	173.08	66,595.56
26	10/31/2019	1,990.69	1,822.19	168.50	64,773.37
27	11/30/2019	1,990.69	1,826.79	163.90	62,946.58
28	12/31/2019	1,990.69	1,831.39	159.30	61,115.19
29	1/31/2020	1,990.69	1,836.02	154.67	59,279.17
30	2/29/2020	1,990.69	1,840.66	150.03	57,438.51
31	3/31/2020	1,990.69	1,845.32	145.37	55,593.19
32	4/30/2020	1,990.69	1,849.98	140.71	53,743.21
33	5/31/2020	1,990.69	1,854.65	136.04	51,888.56
34	6/30/2020	1,990.69	1,859.33	131.36	50,029.23
35	7/31/2020	1,990.69	1,864.04	126.65	48,165.19
36	8/31/2020	1,990.69	1,868.75	121.94	46,296.44

IBM Credit LLC **Lease Payment Schedule**

Lessee Name: CITY OF ALAMOGORDO

Lease/Purchase Supplement No: 037901

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
37	9/30/2020	1,990.69	1,873.48	117.21	44,422.96
38	10/31/2020	1,990.69	1,878.20	112.49	42,544.76
39	11/30/2020	1,990.69	1,882.95	107.74	40,661.81
40	12/31/2020	1,990.69	1,887.72	102.97	38,774.09
41	1/31/2021	1,990.69	1,892.49	98.20	36,881.60
42	2/28/2021	1,990.69	1,897.28	93.41	34,984.32
43	3/31/2021	1,990.69	1,902.09	88.60	33,082.23
44	4/30/2021	1,990.69	1,906.89	83.80	31,175.34
45	5/31/2021	1,990.69	1,911.71	78.98	29,263.63
46	6/30/2021	1,990.69	1,916.56	74.13	27,347.07
47	7/31/2021	1,990.69	1,921.41	69.28	25,425.66
48	8/31/2021	1,990.69	1,926.26	64.43	23,499.40
49	9/30/2021	1,990.69	1,931.15	59.54	21,568.25
50	10/31/2021	1,990.69	1,936.04	54.65	19,632.21
51	11/30/2021	1,990.69	1,940.94	49.75	17,691.27
52	12/31/2021	1,990.69	1,945.86	44.83	15,745.41
53	1/31/2022	1,990.69	1,950.79	39.90	13,794.62
54	2/28/2022	1,990.69	1,955.73	34.96	11,838.89
55	3/31/2022	1,990.69	1,960.67	30.02	9,878.22
56	4/30/2022	1,990.69	1,965.66	25.03	7,912.56
57	5/31/2022	1,990.69	1,970.63	20.06	5,941.93
58	6/30/2022	1,990.69	1,975.63	15.06	3,966.30
59	7/31/2022	1,990.69	1,980.64	10.05	1,985.66
60	8/31/2022	1,990.69	1,985.66	5.03	0.00
Totals:		119,441.40	110,689.94	8,751.46	

**IBM Credit LLC
Lease Payment Schedule**

Lessee Name: CITY OF ALAMOGORDO

Lease/Purchase Supplement No: 037901

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	9SW1 IBM IBM SOFTWARE		39,230.10
1	9MT3 IBM IBM PREPAID MAINTENANCE		35,684.59
1	9SB1 SWS PRE-PAID IBM SW SUPPORT & SUBS		12,825.25
1	XOT9 OEM OEM OTHER		22,950.00
Totals:			110,689.94

Lessee: CITY OF ALAMOGORDO

By: 
Authorized signature

Name (type or print): MARGARET PALUCH

Title (type or print): ACTING CITY MANAGER

Date:

Master Lease Agreement

IBM Credit LLC

Master Lease Agreement No.: 086854825L

This Master Lease Agreement is made between IBM Credit LLC and CITY OF ALAMOGORDO ("Undersigned").

Lessor and Lessee may from time to time execute Schedules pursuant to, and incorporating the terms of, this Master Lease Agreement ("Master Agreement") and such other terms and conditions as the Parties may agree to in writing.

1. **Definitions.** Unless otherwise defined, the following capitalized terms shall have the following meanings when used herein and in any document incorporating the terms of, or referring to, this Master Agreement.

"Acceptance Date" means the date specified as the "Acceptance Date" on the Certificate of Acceptance, which is the date Lessee accepts the Product and/or authorizes Lessor to pay Supplier;

"Affiliate" means any county, township, municipality, political subdivision or affiliate of the Undersigned authorized to enter into a Lease under this Master Agreement which by signing a Schedule referencing this Master Agreement will be bound to the terms and conditions of this Master Agreement as Lessee;

"Agreement" means, with respect to a Schedule, the Schedule executed by the Parties as such Schedule incorporates the terms of this Master Agreement, and as each may be amended, supplemented, or modified from time to time in writing by Lessor and Lessee;

"Alteration" means any change to an item of Equipment after the Commencement Date, including, without limitation, features and conversions installed on Equipment;

"Amount Funded" means the amount specified as the "Amount Funded" on the Schedule, or that is otherwise included in the "Total Amount Funded";

"Assignment" means the assignment of any rights and/or obligations under the Agreement from one Affiliate to another;

"Average Rent" means the average amount of Rent, on a per-month basis, calculated using the sum of the Rent payments during the applicable Term divided by the number of Payment Periods during such term.

"Business Day" means any calendar day, except a Saturday, Sunday or any other calendar day on which banks are authorized or required by law to close in New York;

"Certificate of Acceptance" or "COA" means a certificate issued by Lessor, and signed by Lessee, denoting Lessee's acceptance of the Products and/or authorizing Lessor to pay Supplier;

"Commencement Date" means the Commencement Date specified in Section 5.2;

"Conditions Precedent" means, with respect to a Schedule, all statements, certificates, documents, instruments, and additional terms and conditions required by Lessor under this Master Agreement and the Schedule to be provided or satisfied on or prior to the Commencement Date;

"Default" means an Event of Default or any event that upon notice or lapse of time or both would constitute an Event of Default;

"End of Lease Date" means the date that the Term of the Lease expires, terminates or is cancelled;

"End of Lease Notice" means the notice delivered by Lessee to Lessor in writing, or as otherwise agreed to by the Parties, specifying the end of Lease option selected by Lessee;

"End of Lease Purchase Option" means the option specified on the Schedule for Lessee to purchase an item of Equipment at the purchase price specified by Lessor, which shall be equal to either:

- a. the amount specified by Lessor, or
- b. the percentage specified by Lessor of the "Amount Funded" listed on the Schedule for such Equipment, or
- c. the Fair Market Value of such Equipment;

"Equipment" means a hardware device including its features, microcode, conversions, upgrades, elements, or accessories, or any combination thereof or any other item of equipment that is described on the Lease table of a Schedule, and on the COA, and which is leased by Lessor to Lessee hereunder;

"Event of Default" means an event of default as defined in Section 18.

"Fair Market Value" or "FMV" means, with respect to an item of Equipment, the fair market value of such Equipment as determined by Lessor to be the amount that would be realized for the same equipment, qualified for manufacturer's maintenance, in an arm's length sale between a willing buyer and a willing seller, under no compulsion by either party to perform the sale;

"Guarantor" means an Affiliate providing a guarantee of Lessee's obligations arising under the Agreement;

"IBM" means International Business Machines Corporation;

"Initial Payment Term" means the term consisting of the number of consecutive Payment Periods specified on the Schedule beginning with the initial Payment Period;

"Initial Term" means, with respect to an item of Equipment, the initial term of the Lease for such item, commencing on the Lease Commencement Date and expiring at the end of the Initial Payment Term;

"Lease" means a lease of Equipment under the Agreement as specified on the Lease table on the Schedule;

"Lessee" means, with respect to a Schedule, the Affiliate that signs the Schedule as Lessee;

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"Lessor" means IBM Credit LLC;

"Part" means any original component or element of Equipment or any replacement to such original component or element provided under warranty or maintenance service or in connection with an Alteration;

"Party" means either Lessee or Lessor; and **"Parties"** means Lessee and Lessor;

"Payment" means the amount payable as the Rent under a Lease and/or any other amounts payable under the Agreement;

"Payment Date" means the date in each Payment Period on which Rent is due and payable; If the Payment Type for a Lease is "Advance", the Payment Date for such Lease shall be the first day of each Payment Period, and, if the Payment Type for a Lease is "Arrears", the Payment Date for such Lease shall be the last day of each Payment Period;

"Payment Period" means the period specified in a Schedule as the "Payment Period" and is the period for which a payment of Rent is due and payable (e.g., Month, Quarter);

"Payment Type" means the payment type specified on the Schedule as the "Payment Type", which shall be either "Advance" or "Arrears";

"Planned Commencement Month" means the month indicated on the Schedule as the "Planned Commencement Month";

"Product(s)" means Equipment;

"Release Date" means the date specified as the "Release Date" on the Schedule, which is the date Lessor makes the Equipment available for pickup;

"Renewal Term" means, if applicable, the term of the Lease for Equipment consisting of a number of consecutive Payment Periods commencing on the day immediately following the last day of the preceding Term for such Equipment and expiring at the end of the last Payment Period in the Renewal Term. The number of Payment Periods in a Renewal Term shall be specified on the Schedule under "Renewal Term", or otherwise agreed to in writing by the Parties;

"Rent" means the amount due and payable each Payment Period for the lease of Equipment; Rent for the Initial Term is the amount specified in the Schedule as "Rent" or is otherwise included in the "Total Periodic Payment";

"Schedule" means a document that refers to and incorporates the terms and conditions of this Master Agreement and contains the details, including any additional terms and conditions, of the Lease subject to that Schedule;

"Supplier" means the entity supplying Product under a Supply Agreement;

"Supply Agreement" means the agreement between Supplier and Lessee for the acquisition of Product;

"State" means the state or commonwealth where Lessee is located.

"Term" means, with respect to a Lease, the Initial Term, any Renewal Term, or the term of any automatic extension under Section 15.1, as applicable; and

"Validity Date" means the date specified by Lessor in a Schedule as the "Validity Date", which is the date by which the executed Schedule must be returned to Lessor.

2. Agreement Structure

2.1 An "Agreement" hereunder shall consist of this Master Agreement, the Schedule, and their applicable attachments and addenda, and represents the complete and exclusive agreement between the Parties regarding the subject matter of the Schedule, and replaces any prior oral or written communications between the Parties relating thereto. The Agreement for each Lease is effective when the Schedule containing such Lease is executed by the Parties thereto.

2.2 If there is a conflict of terms among the documents, the order of precedence will be as follows (from highest to lowest priority):

- a. attachments or addenda to the Schedule;
- b. the Schedule;
- c. attachments or addenda to this Master Agreement; then
- d. this Master Agreement.

2.3 An Affiliate member may, upon consent of Lessor, enter into Schedules incorporating the terms and conditions set out in this Master Agreement. Each Schedule shall constitute a separate lease agreement between the Parties thereto.

2.4 Amendments to this Master Agreement executed in writing by Lessor and the Undersigned shall only be effective with respect to any Schedules executed by such Lessee and any Affiliate member after the date of such amendment. No other change to this Master Agreement will be binding on the Parties, subject to the terms and priority of the documents listed in Section 2.2 with respect to an Agreement under this Master Agreement.

2.5 This Master Agreement becomes effective upon signature by Lessor and the Undersigned and shall continue until thirty (30) days notice of termination is given in writing by either Party to the other. The termination of this Master Agreement shall have no effect upon any Schedule executed by Lessor and Lessee prior to the date of termination of this Master Agreement.

2.6 This Master Agreement sets out the general terms and conditions under which, from time to time, Lessor, in its capacity as lessor, may lease Equipment to Lessee and Lessee, in its capacity as lessee, may lease Equipment from Lessor. As between Lessee and Lessor, Lessee is responsible for the delivery, installation and acceptance of the Equipment. Each Lease is a net lease. Without limiting any of Lessor's other rights under the Agreement, Lessor reserves the right to reject any invoice that is: i) not for information technology equipment, software and related services, or ii) dated more than 90 days prior to the date Lessor receives a COA from Lessee.

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2.7 For used Equipment supplied by Lessor, the following provisions apply: The Equipment is subject to prior disposition at any time prior to Lessor's acceptance of a Lessee signed Schedule. The Equipment is provided "as is", without any warranty whatsoever by Lessor, in accordance with Section 6.2. However, provided that the Equipment is unmodified since the date of delivery, has been manufactured and assembled by or for IBM; and has been installed and maintained by IBM, Lessor guarantees Lessee's satisfaction with the quality of the Equipment for three (3) months following the Release Date. If Lessee is dissatisfied with the Equipment for any reason, Lessee may notify Lessor within three (3) months of the Release Date and, at Lessor's option, the Equipment will either be (a) replaced with equivalent Equipment or (b) returned to Lessor and the Lease for that item of Equipment terminated and any Rent payments made to Lessor refunded to Lessee. If Lessee cancels its commitment to Lease the Equipment after Lessor signs the applicable Schedule but before the Release Date, then Lessee shall be liable to Lessor for three (3) months Rent as liquidated damages.

3. Payment and Taxes

3.1 Rent shall be due and payable on the Payment Date of each consecutive Payment Period for the applicable number of Payment Periods. The initial Payment Period for a Lease shall begin on the first day of the month following the Commencement Date. Lessee will remit each Payment payable hereunder when due to the address specified in the invoice sent by Lessor to Lessee or elsewhere as otherwise instructed by Lessor in writing. If any Payment is due on a non-Business Day, then such Payment shall become due and payable on the next Business Day.

3.2 For any Payment not paid in full by its due date, Lessee also agrees to pay a fee in an amount equal to one and one-half percent (1.5%) of the unpaid Payment for each month or any part thereof that such Payment remains unpaid ("Unpaid Amount") from the due date until the actual date such Unpaid Amount is paid in full, subject to maximum limitations of applicable law (the "Late Payment Fee"). If it is determined that any amounts received from Lessee under the Agreement in respect of interest or finance charges were in excess of the highest rate allowed by applicable law then the amount representing such excess shall be credited to Lessee's other obligations to Lessor or, in the event such other obligations have been satisfied in full, refunded to Lessee.

3.3 Lessee agrees that, upon the Commencement Date, Lessee's obligations under the Agreement become irrevocable and independent of acceptance of the Product, and Lessee's obligation to make all Payments in full when due, becomes absolute and unconditional, without set off, counterclaim, withholding, deduction, abatement, recoupment, or defense of any kind, and irrespective of errors or deficiencies in or the performance or the quality of the Product, or the performance by the Supplier or any other third party. Notwithstanding the foregoing, if, during the then current Initial Term or Renewal Term, sufficient funds are not appropriated to make Payments required under a Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Schedule for the following fiscal year and the Schedule shall terminate at the end of the then current Initial Term or Renewal Term and Lessee shall not be obligated to make Payments under said Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Payments have been appropriated, deliver possession of the Product(s) under said Schedule to Lessor. If Lessee fails to deliver possession of the Product(s) to Lessor upon termination of said Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Payments, but failure to provide such notice shall not operate to extend the Term or result in any liability to Lessee. In the event of such nonappropriation, upon request from Lessor, Lessee agrees to provide in a timely manner, written evidence of such nonappropriation, a copy of the fiscal year budget in which such nonappropriation occurred and any other related documentation reasonably requested by Lessor.

3.4 At Lessor's discretion following the occurrence of a Default or an Event of Default, Payments received by Lessor will be applied in the following order: first to Late Payment Fees, second to overdue Rent, and third to other Payments.

3.5 Lessee is responsible, either by direct payment or by reimbursement to Lessor, for taxes and charges arising in respect of any Lease, and/or any Product, except for Lessor's corporate income tax and personal property taxes on leased Equipment. "Taxes" shall include, but is not limited to, sales taxes, use taxes, and all other indirect taxes of any nature, unless Lessee is exempt from such taxes or Lessor is exempt from such taxes via a "pass through" exemption. Lessor shall invoice Lessee for the applicable tax where Lessee is taxable and, where Lessor is taxable, Lessee shall reimburse Lessor for such amount as additional Rent.

4. Supplier

4.1 For each item of Equipment, Lessee represents that it has the right to assign to Lessor, and hereby assigns to Lessor, effective upon signing the Schedule, but subject to the occurrence of the Commencement Date, its right to acquire from and its obligation to pay its Supplier for the Equipment up to the amount agreed by Lessor to be funded. All other obligations as defined in the Supply Agreement between Lessee and Supplier governing the acquisition of the Equipment shall remain with Lessee. As between Lessor and Lessee, the rights and obligations of Lessee in relation to the Equipment are set out exclusively in the Agreement. Nothing in the Agreement shall affect any remedies Lessee may have against, or any obligations Lessee may have to, the Supplier, manufacturer of the Equipment, or any other third party. Lessee shall make any claim solely against the Supplier, manufacturer of the Equipment, or such other third party if the Product is unsatisfactory for any reason, and Lessee will inform Lessor of any related legal proceedings beforehand.

The Parties agree that during the Term of the Lease, so long as Lessee is not in Default, Lessee shall have the non-exclusive benefit of any warranties for such Equipment made available to Lessor under the Supply Agreement as the owner of the Equipment and that Lessee is authorized to act on Lessor's behalf and for Lessor's benefit, concerning any warranty service for the Equipment, to the extent permitted under the Supply Agreement or as otherwise agreed to by the Supplier. The aforementioned authority shall not detract from Lessor's rights in relation to the Equipment.

5. Lease Commencement

5.1 The Lease will commence as of the Commencement Date provided that:

- a. the Schedule is duly executed by Lessee and received by Lessor on or prior to the Validity Date and is accepted by Lessor;
- b. the Commencement Date occurs by the end of the Planned Commencement Month;
- c. Lessor receives a Supplier invoice reasonably satisfactory to Lessor;
- d. no Default or Event of Default has occurred and is continuing;
- e. Lessor receives a duly executed Certificate of Acceptance within ten (10) days of the Acceptance Date specified on such Certificate of Acceptance; and
- f. Lessee has satisfied all of the Conditions Precedent.

If any of the foregoing conditions are not satisfied, Lessor shall have no obligation or liability with respect to the Agreement or the Equipment, including any obligation to pay the purchase price of the Equipment. Provided Lessor has a duly executed Schedule and COA, Lessor, in its sole discretion, may commence the Lease.

5.2 For Equipment not supplied by Lessor, the Commencement Date will be the Acceptance Date on a duly executed Certificate of Acceptance provided that all the conditions in Section 5.1 above have been satisfied.

For used Equipment supplied by Lessor, the Commencement Date will be seven (7) days after the Release Date of the Equipment provided that all the conditions in Section 5.1 above except for (e) have been satisfied.

6. Ownership

6.1 Lessor is the owner of the Equipment and Lessee shall have no right, title or interest therein except as specified in the Agreement. Except for any purchase from Lessor during the Term of the Lease or at the end of the Term, if, for any reason Lessee does acquire title to the Equipment, including any Parts thereof, or to any replacement equipment acquired as a result of manufacturer's maintenance or warranty then Lessee shall be deemed to have transferred such title to Lessor immediately and will, at its own cost and expense, use all reasonable efforts to do such further acts and execute such documents as may be necessary to give effect to such transfer. Lessee agrees to take such further actions as may be required to protect Lessor's ownership against claims arising directly or indirectly from Lessee's possession or use of the Equipment. The Equipment is and shall at all times be and remain personal property and shall not become a fixture or realty. For any software installed on the Equipment and any software that Lessee acquires, Lessee shall enter into a separate software license or other agreement with the software licensor for the use of the software and such software shall remain the property of the licensor and be governed by the software license between licensor and Lessee. Such software license shall not be affected by or subject to the Lease and, with respect to the software license, Lessor shall have no rights or obligations thereunder. Such software shall not be included with any Equipment returned to Lessor hereunder.

6.2 EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, AS BETWEEN LESSOR AND LESSEE, LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, NON-INFRINGEMENT OR THE LIKE. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS".

7. Quiet Enjoyment

7.1 Lessor covenants to Lessee that Lessor will not interfere with Lessee's quiet enjoyment of the Equipment during the Term of the Lease so long as no Default or Event of Default shall have occurred.

8. Liens and Charges

8.1 Lessee hereby agrees to ensure that the Equipment shall at all times be kept free from any lien, charge or encumbrance of any kind, except those created by or through Lessor.

9. Inspection and Marking

9.1 Lessee shall permit Lessor, upon prior notice, to inspect any Equipment, Parts, and maintenance records during Lessee's normal business hours and subject to Lessee's normal security procedures. Upon Lessor's reasonable request, Lessee will promptly affix identifying labels, plates or tags to the Equipment or Part(s) identifying Lessor as the owner of such item(s).

10. Maintenance and Use

10.1 Lessee shall keep each item of Equipment in good condition and working order, ordinary wear and tear excepted, and shall operate it safely at a Lessee owned or leased business location in a proper environment as defined by the manufacturer and/or Supplier and in compliance with all applicable laws and regulations. As it relates to any software, embedded or otherwise, Lessee agrees to comply with the terms of the software license and the Agreement.

10.2 If required of the owner of the Equipment by IBM, Lessor agrees to (i) allow installation of any changes, additions, and/or capacity monitoring hardware or software on the Equipment, or permit manufacturer to monitor Equipment capacity; and (ii) comply with any other terms between Lessee and Equipment manufacturer, including, but not limited to, those that relate to Equipment capacity.

11. Insurance; Loss; Damage; Theft

11.1 Lessee shall be responsible for loss or damage to the Equipment and for carrying primary property damage insurance covering the Equipment naming Lessor and any assignee as loss payee.

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11.2 Upon the Commencement Date and up to the time the Equipment is received by Lessor at its designated return location, Lessee shall keep the Equipment insured, at its expense, against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof. All such insurance shall be in commercially reasonable form and substance and from an insurer reasonably acceptable to Lessor. The occurrence of such loss or damage shall not relieve Lessee of any obligations hereunder. If there is loss or damage to, or theft of, Equipment, Lessee will promptly notify Lessor and, within five business days of such occurrence, either:

- a. repair the Equipment at Lessee's expense, passing to Lessor full legal and beneficial title to any replacement parts, free of all liens and encumbrances of any kind, provided such replacement parts are acceptable to Lessor, or
- b. pay an amount equal to (i) any and all Rent and other amounts, in each case, due or to become due under the Agreement with respect to such Equipment, and (ii) the Equipment's end of lease purchase price in accordance with the End of Lease Purchase Option if specified on the Schedule or, if such End of Lease Purchase Option is not specified on the Schedule, the end of Term FMV for such Equipment. Thereafter the portion of the Lease with respect to such Equipment shall be terminated and Lessee shall owe no further Rent with respect to such Equipment.

11.3 Throughout the Term, at its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Equipment; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Master Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Upon Lessor's request, Lessee shall, within thirty (30) days of such request, furnish to Lessor, for each Schedule, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

11.4 Lessee shall furnish to Lessor, upon request by Lessor from time to time, evidence that the insurance coverage required by the Agreement is in effect.

12. Alterations

12.1 Lessee may modify or alter Equipment only subject to the following provisions:

- a. any Parts owned by Lessor that are removed as a result of an Alteration shall remain Lessor's property and shall not be disposed of, exchanged, transferred or sold by Lessee without Lessor's prior written consent; the foregoing shall not apply to Parts removed due to a warranty repair or an engineering change by the manufacturer of the Equipment or its authorized service provider utilizing the manufacturer's genuine parts;
- b. In the event Lessee leases an upgrade with Lessor, Lessor may authorize the return to the Equipment manufacturer of any Part(s) removed from Lessor's leased Equipment as a result of such upgrade provided that the price of the upgrade is reduced by the value acceptable to Lessor of any removed Part(s) and such upgrade is provided by the manufacturer of the Equipment or its authorized service provider utilizing the manufacturer's genuine parts;
- c. prior to return to Lessor, Lessee shall remove any Alterations not owned by Lessor and restore the Equipment to its original condition using any removed Lessor owned Part(s), ordinary wear and tear excepted;
- d. if the Equipment is returned other than in its original condition, ordinary wear and tear excepted, then Lessee agrees to pay to Lessor i) an amount equal to any decrease in value of Equipment compared to the value of such equipment in its original condition and qualified for the manufacturer's maintenance agreement service or ii) the cost to restore the Equipment to its original condition, ordinary wear and tear excepted, qualified for the manufacturer's maintenance agreement service or, if manufacturer's maintenance agreement service is not available, then qualified as being in its original condition and working order, ordinary wear and tear excepted;
- e. the Alteration is permitted under the terms of the Supply Agreement; and
- f. without limiting any other rights of Lessor, all Parts or Alterations not owned by Lessor that are not removed before return of the Equipment to Lessor shall become, and Lessee shall cause such Parts or Alterations to become, Lessor's property, without charge, and free and clear of all liens and encumbrances.

13. Leases for Alterations

13.1 Upon Lessee's request, Lessor may agree to lease new or used Alterations to Equipment that are or have been offered for sale by the manufacturer of the Equipment and that contains no Part that has been changed or altered since its original manufacture. Leases for Alterations will be at then current terms and conditions and must be coterminous with the Lease of the underlying Equipment. Lessee's selection of its end of Lease options for the underlying Equipment, as set forth in Section 15, shall apply to the applicable Alterations.

14. Relocation, Sublease and Assignment, Expenses and Responsibilities

14.1 Relocation

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If Lessee is not in Default, Lessee may relocate Equipment to another of its business locations in the United States of America provided (i) Lessee gives Lessor prior written notice of the relocation, including a description of the Equipment, its effective date, the address of the new location of the Equipment, and such other information as Lessor may reasonably request, and (ii) Lessee shall remain the end user of the Equipment. Notwithstanding the foregoing, Lessee may relocate Equipment that is either a laptop or a mobile personal device without such notice to Lessor provided the relocation of such Equipment is the result of temporary trips taken in the ordinary course of business and such Equipment is returned to its original location.

14.2 Sublease and Assignment

Lessee may not sublease any Equipment or make an Assignment without Lessor's prior written consent. Any such sublease or Assignment approved by Lessor may require Lessee to accept additional terms and a change in Rent. No sublease shall relieve such Lessee of its obligations under the Lease. Any attempt to sublease or to make an Assignment without Lessor's prior written consent is void.

14.3 Lessee Expenses and Responsibilities

Lessor reserves the right to recover reasonable administrative fees and expenses related to any relocation, sublease or Assignment. Lessee is responsible for all costs, expenses, duties, taxes payable in connection with, and for ensuring regulatory compliance with any relocation, sublease or Assignment including transit insurance and risk of loss or damage in transit. Lessee shall not assign, lend, part with possession of, grant use of, sublease or relocate any Equipment other than as expressly permitted under this Agreement. Any relocation, sublease, or Assignment of Equipment shall be subject to all associated software license terms between software licensor and Lessee and it is expressly agreed that it is the Lessee's responsibility to obtain all necessary approvals. Lessee agrees that any Schedule, as amended, supplemented or otherwise modified under this Master Agreement, shall be binding upon Lessee's successors and permitted assigns.

15. End of Lease

15.1 Notice

At the end of the Term of the Lease, Lessee may select one of the end of Lease options listed below or as detailed in the Schedule by providing Lessor an End of Lease Notice. If Lessee fails to give its End of Lease Notice at least thirty (30) days but no more than ninety (90) days prior to the End of Lease Date, then the Lease Term will automatically continue on a month to month basis. Such Lease will continue under the same terms and conditions and at the Average Rent of the immediately preceding Term, until the later of the date that is thirty (30) days after the End of Lease Notice has been received by Lessor or the date on which Lessee has satisfied all the conditions of such selected end of lease option as described herein.

15.2 Renew the Lease

At the end of the Term of the Lease, so long as no Default or Event of Default has occurred and is continuing, Lessee may elect to renew the Lease on terms and conditions mutually agreed to between the Parties. In the event Lessee provides its End of Lease Notice in accordance with Section 15.1 selecting a mutually agreeable renewal option, the Lease will be renewed at the end of the applicable Term on such mutually agreed to terms and conditions. If Lessee and Lessor do not agree on the renewal option, then Lessee shall continue to pay Rent to Lessor in accordance with Section 15.1.

15.3 Return the Equipment

At the end of the Term of the Lease, Lessee may elect to return Equipment on the applicable End of Lease Date under the terms and conditions described in this Section 15 and Section 16. If Lessee provides its End of Lease Notice in accordance with Section 15.1 selecting this option but fails to return the Equipment at the end of the Term, or, in the case of the Initial Term or Renewal Term, within 14 days of the end of such Term, then Lessee shall pay Rent for such Equipment equal to the Average Rent from the End of Lease Date until the date such Equipment is received by Lessor. If Lessee returns the Equipment on or after the End of Lease Date without providing such End of Lease Notice, then Lessee shall continue to pay Rent for such Equipment equal to the Average Rent from the End of Lease Date until the date that is thirty (30) days following the date on which the Equipment is received by Lessor in accordance with Section 16.

15.4 Purchase

At the end of each Term of the Lease and so long as no Default or Event of Default has occurred and is continuing, if the Equipment has an End of Lease Purchase Option specified, then Lessee may elect to purchase the Equipment under the terms and conditions of such End of Lease Purchase Option. If Lessee provides its End of Lease Notice in accordance with Section 15.1 selecting such End of Lease Purchase Option, Lessee shall pay all amounts due under the Lease to Lessor, including any charges related to the End of Lease Purchase Option. Upon receipt of all such amounts, no further Rent will be payable for Equipment and Lessor shall transfer to Lessee WITHOUT RECOURSE OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT OR THE LIKE, all of Lessor's right, title and interest in such Equipment, except that Lessor shall warrant the Equipment is free and clear of any liens or encumbrances created by or through Lessor.

16. Equipment Return

16.1 Upon expiration, termination or cancellation of the Lease, the exact item of Equipment (i.e., manufacturer, type/model and serial no.) shall be returned to Lessor at Lessee's expense, fully insured against risk of loss or damage, to the nearest IBM Credit LLC consolidation center for that type of Equipment located in the contiguous United States. Lessee shall be responsible for deinstallation, packing, and return of the Equipment and any associated costs. Risk of loss or damage remains with Lessee until receipt of Equipment by Lessor at such consolidation center location.

16.2 Lessee is responsible for the removal of all information and data contained within the Equipment prior to its return. Lessor shall have no obligation or liability in respect of any such information or data.

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16.3 The Equipment shall be complete and in such condition as will qualify the Equipment for the manufacturer's maintenance agreement service, if available, or, if not available, then in good condition and working order (ordinary wear and tear excepted). Lessee shall pay all costs and expenses incurred by Lessor to restore the Equipment to the condition described above.

16.4 The return of the Equipment to Lessor at any time shall constitute a full release by Lessee, and a transfer to Lessor, of any interest Lessee may have in the Equipment, including any leasehold rights or possessory interests. The foregoing shall not relieve Lessee of any of its Payment obligations under the Agreement.

17. This Section intentionally left blank

18. Events of Default

18.1 If any of the following events occur it shall be an "Event of Default" by Lessee:

- a. Lessee fails to pay in full any amount under the Agreement when due and such failure continues for a period of seven days or, if under a direct debit arrangement, a direct debit entry from Lessee's specified business deposit account is refused for any reason;
- b. Lessee fails to perform or breaches any obligation, term or condition under the Agreement (to the extent not otherwise an Event of Default under any of the other provisions in this Section 18.1) and such non-performance or breach continues for a period of fifteen (15) days after Lessee receives written notice thereof from Lessor;
- c. any information provided, or representation made, by or on behalf of Lessee or any Guarantor is inaccurate, false, or misleading in any material respect;
- d. Lessee sells, assigns, transfers, relocates, subleases or disposes of an item of Equipment or a Part, or makes an Assignment in violation of the terms of the Agreement;
- e. any guarantee of the Agreement required by and provided to Lessor shall cease to be, or shall be asserted by Guarantor not to be, in full force and effect;
- f. (i) any petition or proceeding is filed by or against Lessee or any Guarantor under any bankruptcy, liquidation, insolvency, receivership or similar law, and, if such petition or proceeding is filed against Lessee or Guarantor, is not dismissed within sixty (60) days after such filing, or (ii) Lessee or any Guarantor admits in writing its insolvency or inability to pay its debts as they come due;
- g. Lessee or Guarantor becomes insolvent, or suspends or threatens to suspend payment of its debts, or fails to pay its debts generally as they become due, or is deemed to be unable to do so;
- h. Lessee or Guarantor takes any action in connection with its dissolution, liquidation or the winding up of its affairs, including, without limitation, the commencement of any proceeding therefor, ceases doing business as a going concern, or sells or disposes of all or substantially all its assets or makes a bulk transfer of its assets, makes an assignment for the benefit of creditors, or consents to the appointment of a trustee or receiver or if either shall be appointed for Lessee or Guarantor or for a substantial part of its property without its consent; or
- i. Lessee or Guarantor defaults under any agreement with Lessor or under any other Lease under this Master Agreement beyond any applicable cure period.

19. Remedies

19.1 Following the occurrence of an Event of Default, Lessor may:

- a. terminate any and all agreements with Lessee and declare all amounts then due and to become due hereunder and thereunder, including any applicable End of Lease Purchase Option for each item of Equipment not returned to Lessor by Lessee, immediately due and payable; provided, however, that following the occurrence of an Event of Default pursuant to Section 18.1(f), the Agreement and any and all other Agreements with Lessee under this Master Agreement shall automatically terminate and all amounts then due and to become due shall automatically become immediately due and payable;
- b. demand the return of or take or recover immediate possession of each item of Equipment together with all related software (embedded therein or otherwise) and all additions, attachments, accessories, accessions and upgrades thereto and any and all substitutions, replacements or exchanges for any such Equipment or software and any and all proceeds of any of the foregoing, including, without limitation, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment, and remove any software and data from such Equipment, without any liability for this action; and
- c. pursue any remedy at law or equity.

No right or remedy is exclusive of any other provided herein or permitted by law or equity; all such rights and remedies shall be cumulative and may be enforced concurrently or individually. Lessee shall pay all costs and expenses, including reasonable legal fees, costs and expenses, incurred by Lessor in enforcing the terms and conditions of the Agreement.

19.2 Upon repossession or return of any item of Equipment, Lessor may retain, sell, lease or dispose of such item of Equipment, with or without notice and on public or private bid. Any net proceeds thereof shall be applied by Lessor to amounts due by Lessee under the Lease, but only after deducting: (i) in the case of sale, the estimated fair market sales value of the Equipment as of the scheduled expiration of the Lease, or (ii) in the case of any replacement lease, the rent due for any period beyond the scheduled expiration of the Lease, and (iii) in either case, all reasonable expenses, including reasonable legal fees and expenses, incurred in connection therewith. Any excess proceeds shall be retained by Lessor. If under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured financings in disposing of the Equipment, Lessee agrees that 10 days prior written notice shall constitute adequate notice of disposition, and any disposition of the Equipment may be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.

20. General**20.1 Exclusions**

EXCEPT WITH RESPECT TO SECTION 20.11 INDEMNITY, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR, NOR SHALL LESSEE HAVE ANY REMEDY AGAINST LESSOR FOR, INDIRECT OR CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFITS, BUSINESS, REVENUE OR ANTICIPATED SAVINGS, LOSS OF USE, OR ANY OTHER COMMERCIAL LOSS. THE FOREGOING DOES NOT LIMIT, AMEND, MODIFY OR ALTER LESSEE'S OBLIGATIONS TO PAY RENT, TAXES OR ANY OTHER PAYMENT OBLIGATIONS (INCLUDING WITHOUT LIMITATION, LESSEE'S INDEMNITY OBLIGATIONS) UNDER THE AGREEMENT. The limitation of liability in this Section shall in no way affect Lessee's rights under the Supply Agreement against Supplier or the manufacturer of the Equipment. The foregoing shall not exclude any liability in respect of death or personal injury resulting from the negligence of either Party, its employees or agents. Lessor shall not be liable for any claim, damage or loss arising from the Products. Under no circumstances shall Lessor be liable for loss of, or damage to, Lessee's records or data.

20.2 Lessee Representations and Warranties

Lessee represents and warrants to Lessor that as of the date it enters into any Agreement:

- a. it has obtained the necessary internal and external approvals, consents and authorizations to enable it to enter into this Agreement;
- b. the Lessee's signatory to the Agreement has the authority to bind the Lessee and does so by its signature;
- c. the Agreement is a legally valid and binding obligation of Lessee, enforceable in accordance with its terms;
- d. all representations made, and any information supplied to Lessor (including those related to its financial status, and each Product, including the prices thereof) are true, accurate and complete;
- e. there exists no material default as to any other agreement to which Lessee is a party, and no potential liability of Lessee, legal or otherwise, that might impair its ability to comply with the Agreement;
- f. the execution and delivery of the Agreement by Lessee and performance of its obligations hereunder will not violate any judgment, order, law, or governmental regulation affecting Lessee or any provision of Lessee's documents of organization, nor result in a breach or default of any instrument or agreement to which Lessee is a party or to which Lessee may be bound;
- g. Lessee has selected each Product and accepts responsibility for its use and the results obtained therefrom; and
- h. Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Master Agreement and the Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

20.3 Security

As a condition of entering into the Agreement, Lessor may require security with respect to Lessee's obligations as specified in the Schedule, which security must be in form and substance acceptable to Lessor. As it relates to any security deposit, Lessor may apply such deposit against any payment default or hold it until all of Lessee's obligations hereunder are satisfied.

20.4 Survival

All of Lessee's representations and warranties shall survive execution and delivery of the Agreement and commencement of any Lease under the Agreement. Lessee's obligations under the Agreement, which by their nature would continue beyond the expiration of the Agreement, shall survive the expiration or termination of the Agreement.

20.5 Notices

Any notice shall be in writing, signed on behalf of the Party giving it and served by delivering it in person or by courier, by certified or registered mail, or regular mail to the office of the other Party, as listed in the Schedule or as otherwise agreed in writing. Notices shall be deemed to be delivered, if personally at the time of delivery or within three Business Days after being deposited in the U. S. mail. Notices of an Event of Default shall be delivered by certified or registered mail.

20.6 Waiver and Severability

Any failure or delay in exercising a right or remedy at law or in equity shall not constitute a waiver of that right or remedy, nor a waiver of any other rights or remedies, in or under the Agreement, at any time. To be effective, any waiver of a right or remedy is required to be in writing signed by the Party waiving such right or remedy. If any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of the Agreement shall not be affected or impaired.

20.7 Benefit of Agreement (Third Party Rights)

Except in the event of a permitted assignment, no term of the Agreement is intended to confer a benefit on, or be enforceable by, any third party or person.

20.8 Further Assurance

Each Party will, at its own cost and expense, use reasonable efforts to do such further acts and execute such documents as may be necessary to give effect to the provisions of the Agreement.

20.9 Announcements and Publicity

Master Lease Agreement

IBM Credit LLC

Neither Party will make any public announcement relating to the Agreement, or the subject matter therein, without the prior written approval of the other Party, except as required by law or by any legal or regulatory authority, in which case it shall notify the other Party of the announcement as soon as reasonably practicable.

20.10 Accounting

Neither IBM nor Lessor makes any representation whatsoever regarding Lessee's accounting treatment applicable to this Agreement. IBM accounts for the receivables under this Agreement as financing receivables for U.S. reporting purposes.

20.11 Indemnity

Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall defend Lessor in full against any losses, claims, settlement payments, interest, awards, judgments, damages (including consequential or special damages), fines, fees (including reasonable legal fees and disbursements), expenses and penalties (collectively, "Losses") arising out of or relating to the Agreement or from Lessee's possession and use of the Products that are (i) ordered to be paid by Lessor to a third party by a court, governmental agency, or regulatory body, (ii) incurred or paid by Lessor in connection with legal proceedings in respect of third party claims, (iii) incurred or paid by Lessor in connection with any settlement by Lessor that has been consented to by Lessee, or (iv) incurred or paid by Lessor in connection with any environmental claim or liability. This indemnity shall not apply to Losses caused solely by the gross negligence or willful misconduct of Lessor. Lessee agrees that upon written demand by Lessor, Lessee shall assume full responsibility for the defense of such claim.

20.12 Tax Indemnification

Lessor and Lessee agree that Lessor shall be entitled to certain federal and state tax benefits available to an owner of Equipment, including, under the Internal Revenue Code of 1986, as amended (the "Code"), the maximum Modified Accelerated Cost Recovery System deductions for 5-year property and deductions for interest expense incurred to finance the purchase of the Equipment ("Tax Benefits"). Lessee represents and warrants that: (a) at no time will Lessee take or omit to take any action which would result in a loss, reduction, disallowance, recapture or other unavailability ("Loss") to Lessor (or the consolidated group with which Lessor files tax returns) of the Tax Benefits, and (b) Lessee will take no position inconsistent with the assumption that Lessor is the owner of the Equipment for federal income tax purposes. Upon Lessor's written notice to Lessee that a Loss of Tax Benefits has occurred, Lessee shall reimburse Lessor an amount that shall make Lessor's after-tax rate of return and cash flows ("Financial Returns") over the Term of the Lease equal to the expected Financial Returns that would have been otherwise available. Lessee shall have no obligation to reimburse Lessor for a Loss of Tax Benefits resulting from: (i) a determination that a Lease does not constitute a true lease for federal income tax purposes provided such determination is not the result of an act of Lessee, or (ii) a change in the tax law after the applicable Commencement Date.

20.13 Business Contact Information

IBM and its affiliates, and their subcontractors, may process and store business contact information of Client personnel in connection with the performance of this Agreement wherever they do business.

20.14 Financial Statements

Upon request, if not publicly available, Lessee agrees to provide to Lessor annual audited financial statements or, with Lessor's approval, unaudited financial statements, in each case, prepared in accordance with U.S. GAAP.

20.15 Direct Debit

When Lessor requires or Lessee requests a direct debit arrangement, Lessee shall execute applicable documentation requested by Lessor to effect such arrangement.

20.16 Copies

This Master Agreement, any Schedule, any Certificate of Acceptance, and any documents related thereto may be sent to Lessee by Lessor in soft copy format, such as a PDF file. Where Lessee has printed any such document for signature from such soft copy format, Lessee represents and warrants that no changes have been made to the text (including dates and charges). Any such changes are void.

Any copy of this Master Agreement, any Schedule, any Certificate of Acceptance, and any documents related thereto made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

20.17 Primary Use

Products will be used by Lessee primarily for its business purposes and not for personal, family or household purposes.

20.18 Counterparts

The Master Agreement, any Schedule, any Certificate of Acceptance, and any documents related thereto may be executed in any number of counterparts, each of which shall constitute an original, but all of the counterparts shall constitute only one and the same document.

20.19 Lessor Assignment

Lessor may assign or otherwise transfer in whole or part its right, title and interest in the Agreement and the Equipment under the Agreement to any third party. Lessee shall not assert against any such assignee or transferee any setoff, defense or counterclaim that Lessee may have against Lessor or any other entity.

20.20 Lessor's Payment

Master Lease Agreement

IBM Credit LLC

If Lessee fails to pay taxes as required under the Agreement, discharge any liens or encumbrances on the Equipment (other than those created by or through Lessor), or otherwise fails to perform any other obligation under the Agreement, Lessor may act in Lessee's stead so as to protect Lessor's interests, in which case Lessee shall immediately reimburse Lessor the cost thereof.

20.21 Finance Lease

The parties agree that each Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code and shall be construed as such for all purposes under law. Lessee hereby waives any and all rights and remedies under Sections 508 through 522 of such Article 2A.

20.22 Authorization to File Financing Statements; Security Interest

Lessee hereby authorizes Lessor to file Uniform Commercial Code financing statements relating to, and hereby grants Lessor a security interest in, the Equipment and all additions, attachments, accessions, accessories and upgrades thereto, any software imbedded therein, and any and all replacements, substitutions and exchanges for any item of Equipment and all proceeds of the foregoing, including without limitation, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment to secure Lessee's obligations to Lessor under the Agreement.

21. Governing Law; Compliance with Laws

21.1 The Agreement will be governed by, and construed in accordance with Lessee's state laws.

21.2 Each Party will comply with applicable United States import and export control and sanctions laws and regulations, including those that prohibit or limit export or services for certain uses or to certain end users.

22. Amendments and Modifications

By signing below, the Parties agree to the terms of this Master Agreement.

Agreed to: CITY OF ALAMOGORDO

Agreed to:
IBM Credit LLC

By 
Authorized signature

By _____
Authorized signature

Name (type or print): MARGARET PALUCH
Title (type or print): ACTING CITY MANAGER
Date:

Name (type or print):
Title (type or print):
Date:

Email Address:

mpaluch@ci.alamogordo.nm.us

IBM Credit LLC

Master Lease Agreement Schedule

Schedule No: 037898

Page 1 of 2

Master Lease Agreement No: 086854825L

Lessee Name and Address:

CITY OF ALAMOGORDO
1376 E 9TH ST
ALAMOGORDO NM 88310-5855

Lessor Name and Address:

IBM Credit LLC
7100 Highlands Parkway
Smyrna, GA 30082
igfnadoc@us.ibm.com

This Schedule to the above referenced Master Lease Agreement ("Master Agreement") is executed between CITY OF ALAMOGORDO ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period: Monthly
Payment Type: Arrears
Validity Date: July 19, 2017
Payment Method: Cash or Check
Supplier: VERTICAL VAR LLC

Lease(s)									
Ref No.	Qty.	Product Description	Initial Payment Term (months)	Amount Funded (\$)	Rate/1000 of Amount Funded (\$)	Rent (\$)		Planned Commencement Month	End of Lease Purchase Option
1	1	8286 41A Power S814	60	17,431.80	18.4839	60 Payments of	322.21	August 2017	FMV
2	1	8286 41A Power S814	60	17,431.80	18.4839	60 Payments of	322.21	August 2017	FMV
3	1	3580 H6S TS2260 Tape Drive Model H6S	60	3,457.80	18.6745	60 Payments of	64.57	August 2017	FMV
4	1	3580 H6S TS2260 Tape Drive Model H6S	60	3,457.80	18.6745	60 Payments of	64.57	August 2017	FMV
5	1	3580 H6S TS2260 Tape Drive Model H6S	60	3,457.80	18.6745	60 Payments of	64.57	August 2017	FMV
6	1	3580 H6S TS2260 Tape Drive Model H6S	60	3,457.80	18.6745	60 Payments of	64.57	August 2017	FMV
7	1	7014 T42 RS/6000 System Rack	60	4,662.00	18.4839	60 Payments of	86.17	August 2017	FMV
8	1	7014 T42 RS/6000 System Rack	60	4,662.00	18.4839	60 Payments of	86.17	August 2017	FMV
9	1	9910 E35 Powerware PW 9910G3kVA 208VXL3	60	2,328.80	19.2344	60 Payments of	44.79	August 2017	FMV
10	1	9910 E35 Powerware PW 9910G3kVA 208VXL3	60	2,328.80	19.2344	60 Payments of	44.79	August 2017	FMV
11	1	2078 124 V5010 SFF Control	60	63,341.15	18.6745	60 Payments of	1,182.86	August 2017	FMV
12	1	2078 124 V5010 SFF Control	60	63,341.15	18.6745	60 Payments of	1,182.86	August 2017	FMV
13	1	7042 CR9 Rack mount HW Mgmt Console	60	6,241.55	18.4839	60 Payments of	115.37	August 2017	FMV
14	1	7316 TF4 FLAT PANEL CONSOLE KIT	60	2,331.00	18.4839	60 Payments of	43.09	August 2017	FMV
TOTALS				197,931.25		60 Payments of	3,688.80		

SPECIAL TERMS AND CONDITIONS:

The following shall apply to this entire transaction.

- For equipment, software and services not supplied by IBM, Lessor may pay fees to the supplier and/or other third-party firms for administrative services provided in connection with the transaction contemplated under this Agreement. Details are available upon request.

IBM Credit LLC
Master Lease Agreement Schedule

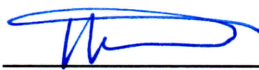
Schedule No: 037898

Page 2 of 2

Lessee hereunder declares that it has read and understands and agrees to be bound to the terms and conditions of the agreements that govern this Schedule/Supplement (each a "Governing Agreement") and any amendments or addendum thereto as Lessee. The Governing Agreement, this Schedule and any applicable attachments or addenda are the complete and exclusive statement of the Parties with respect to the subject matter herein. The foregoing referenced documents supersede any prior oral or written communications between the Parties related to the transactions covered by this Schedule/Supplement. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name, and is true, accurate and complete in all respects. By signing below, both Parties agree to the terms of this Schedule/Supplement as it may be amended or modified.

Agreed to:
CITY OF ALAMOGORDO

Agreed to:
IBM Credit LLC

By: 
Authorized signature

Name (type or print): MARGARET PALUCH

Title (type or print): ACTING CITY MANAGER

Date: _____

By: _____
Authorized signature

Name (type or print): _____

Title (type or print): _____

Date: _____

Lessee/Borrower Name ("Client") and Address:CITY OF ALAMOGORDO
1376 E 9TH ST
ALAMOGORDO NM 88310-5855**Lessor Name and Address:**IBM Credit LLC
7100 Highlands Parkway
Smyrna, GA 30082
igfnadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

Client Reference:

Payment Period: Monthly

Payment Type: Arrears

Lease(s)		
Qty.	Product Description	Initial Payment Term (months)
1	8286 41A Power S814	60
1	8286 41A Power S814	60
1	3580 H6S TS2260 Tape Drive Model H6S	60
1	3580 H6S TS2260 Tape Drive Model H6S	60
1	3580 H6S TS2260 Tape Drive Model H6S	60
1	3580 H6S TS2260 Tape Drive Model H6S	60
1	7014 T42 RS/6000 System Rack	60
1	7014 T42 RS/6000 System Rack	60
1	9910 E35 Powerware PW 9910G3kVA 208VXL3	60
1	9910 E35 Powerware PW 9910G3kVA 208VXL3	60
1	2078 124 V5010 SFF Control	60
1	2078 124 V5010 SFF Control	60
1	7042 CR9 Rack mount HW Mgmt Console	60
1	7316 TF4 FLAT PANEL CONSOLE KIT	60

Client represents and certifies that the item(s) listed in the above table(s) are in compliance with Client's specifications ("Accepted Item(s)"). Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance ("COA") is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

This COA may be sent to Client by IBM Credit LLC in soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to incept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

IBM Credit LLC
Certificate of Acceptance

For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:

_____ (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

Agreed to:
CITY OF ALAMOGORDO

By: _____



Authorized signature

MARGARET PALUCH

Name (type or print):

ACTING CITY MANAGER

Title (type or print):

Client shall return this executed COA to IBM Credit LLC by mail, in an email, or by facsimile within ten (10) days of Acceptance Date.

PI610U02 CITY OF ALAMOGORDO, NEW MEXICO 7/24/17
Number : 0000064848 Purchase Requisition 12:57:55
Type information, press Enter.
Type (F4) 1 PURCHASE REQUISITION
Reason REPLACE CITY HALL AND APD IBM I5 WITH IBM POWER 8
By MIS/CH/APD/MKG
Date 072417
Vendor number
Name (F4) IBM CORPORATION / DALLAS _ B=Begins with,C=Contains
Contract nbr (F4)
Ship to (F4) CH CITY HALL
Deliver by date 093017
Fiscal year code C

No line items to display.

F3=Exit F4=Prompt F6=Add item Total:
F8=Requisition quotes F12=Cancel F20=Comments F21=Copy F22=Imaging

add project
MIS400
for resolution
posting

Purchase Requisition - Item Information

Type information, press Enter.

Line number . . .	1	
Item desc . . .	IBM POWER 8 CITY HALL AND APD - FY18	
Search type . . .	B=Begins with, C=Contains	
Vendor part # . . .	X0004330601	
Commodity (F4) . . .	204 COMPUTER,SYSTEM UNITS	
Sub-com (F4) . . .	003 MIDRANGE SYSTEM- IBM	
Item # (F4) . . .		
Reference (F4) . . .		
Ship to (F4) . . .	CH CITY HALL	
Quantity . . .	9.00	2 decimals
Order UOM (F4) . . .	EA	
Unit cost . . .	5677.6600	4 decimals
Account # (F4) . . .	01234024195758	
Project (F4) . . .	MIS400	

F8=Extended desc F12=Cancel F13=Fleet

Requisition number 0000064848
Requisition date 7/24/17
Total for the requisition : . 340,659.60

Line#	Expense Acct	Project	Percent	Amount	
1	01234024195734		18.20	9,300.24	
1	01234024195758		81.80	41,798.70	
2	01234024195734		18.20	12,400.32	
2	01234024195758		81.80	55,731.60	+
Total . . . :				340,659.60	

Line#	Quantity	UOM	Description	Items	
1	9.00	EA	IBM POWER 8 CITY HALL AND APD - FY18		
2	12.00	EA	IBM POWER 8 CITY HALL AND APD - FY19		
3	12.00	EA	IBM POWER 8 CITY HALL AND APD - FY20		+

Press Enter to continue.

F3=Exit F7=Alternate view F12=Cancel

Requisition number 0000064848
Requisition date 7/24/17
Total for the requisition . . 340,659.60

Line#	Expense Acct	Project	Percent	Amount	
3	01234024195734		18.20	12,400.32	
3	01234024195758		81.80	55,731.60	
4	01234024195734		18.20	12,400.32	
4	01234024195758		81.80	55,731.60	+
Total . . . :				340,659.60	

Line#	Quantity	UOM	Description	Items	
1	9.00	EA	IBM POWER 8 CITY HALL AND APD - FY18		
2	12.00	EA	IBM POWER 8 CITY HALL AND APD - FY19		
3	12.00	EA	IBM POWER 8 CITY HALL AND APD - FY20		+

Press Enter to continue.

F3=Exit F7=Alternate view F12=Cancel

Requisition number 0000064848
Requisition date 7/24/17
Total for the requisition . . 340,659.60

Line#	Expense Acct	Project	Percent	Amount
5	01234024195734		18.20	12,400.32
5	01234024195758		81.80	55,731.60
6	01234024195734		18.20	3,100.08
6	01234024195758		81.80	13,932.90

Total . . . : 340,659.60

Line#	Quantity	UOM	Description	Items
1	9.00	EA	IBM POWER 8 CITY HALL AND APD - FY18	
2	12.00	EA	IBM POWER 8 CITY HALL AND APD - FY19	
3	12.00	EA	IBM POWER 8 CITY HALL AND APD - FY20	+

Press Enter to continue.

F3=Exit F7=Alternate view F12=Cancel

Purchase Requisition

13:21:27

Number : 0000064848
Type : 1 PURCHASE REQUISITION
Status : NEEDS ADDITIONAL INFO
Reason : REPLACE CITY HALL AND APD IBM I5 WITH IBM POWER 8
By : MIS/CH/APD/MKG
Date : 7/24/17
Vendor : IBM CORPORATION / DALLAS
Contract nbr :
Ship to : CH CITY HALL
Deliver by date : 9/30/17
Buyer :
Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year
Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	9.00	EA	IBM POWER 8 CITY HALL AND APD - FY18
2	12.00	EA	IBM POWER 8 CITY HALL AND APD - FY19
3	12.00	EA	IBM POWER 8 CITY HALL AND APD - FY20

Total: 340659.60 +

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

F22=Imaging

PI625I02

CITY OF ALAMOGORDO, NEW MEXICO

7/24/17

Purchase Requisition

13:21:27

Number : 0000064848
Type : 1 PURCHASE REQUISITION
Status : NEEDS ADDITIONAL INFO
Reason : REPLACE CITY HALL AND APD IBM I5 WITH IBM POWER 8
By : MIS/CH/APD/MKG
Date : 7/24/17
Vendor : IBM CORPORATION / DALLAS
Contract nbr :
Ship to : CH CITY HALL
Deliver by date : 9/30/17
Buyer :
Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
— 4	12.00	EA	IBM POWER 8 CITY HALL AND APD - FY21
— 5	12.00	EA	IBM POWER 8 CITY HALL AND APD FY22
— 6	3.00	EA	IBM POWER 8 CITY HALL AND APD - FY23

Total: 340659.60

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

F22=Imaging

Requisition number 0000064848
Requisition date 7/24/17
Total for the requisition . . 340,659.60

No accounts to display.

Total :

Line#	Quantity	UOM	Description	Items
4	12.00	EA	IBM POWER 8 CITY HALL AND APD - FY21	
5	12.00	EA	IBM POWER 8 CITY HALL AND APD FY22	
6	3.00	EA	IBM POWER 8 CITY HALL AND APD - FY23	

Press Enter to continue.

F3=Exit F7=Alternate view F12=Cancel

Account : 2018 11-3402-419.57-34
Description : OTHER SERVICES / CONTRACT SERVICES

Type Information, press Enter.

<u>Seq #</u>	<u>Code</u>	<u>Freeform information</u>	<u>Amount</u>
1.00	500	IBM POWER 8 APD	22,000
2.00	500	IBM POWER 8 CH	22,000
3.00	500	IBM PTF TECH SUPPORT	19,980
4.00	500	ACTIVENET ACM WEB SUBSCRIPTION	2,592
5.00	500	SHI - MS 0365 (317) / EXCHANGE (285)	62,000
6.00	500	TINY PULSE (ADD PER MP)	36,000
7.00	500	MKG02232017	0
8.00	500	EXCHANGE EMAIL (+20 LICENSES) ADDITIONAL	1,400

F3=Exit F8=Print F12=Cancel

Account : 2018 11-3402-419.57-58
Description . . . : OTHER SERVICES / EQUIPMENT RENTAL/LEASE

Type Information, press Enter.

<u>Seq #</u>	<u>Code</u>	<u>Freeform information</u>	<u>Amount</u>
1.00	500	BB 377658 - YR1 P8 LEASE 49000 = 228658 BALANCE	228,658
2.00	500	ADD YEARLY ACCUMULATION FOR FUTURE LEASE/PURCHASE	50,000

F3=Exit F8=Print F12=Cancel

Requisition number 0000064848
Requisition date 7/24/17
Total for the requisition . . . 340,659.60

Type information and/or option, press Enter.

4=Delete

Opt	Line#	Expense Acct	Project	Percent	Amount
-	<u>1</u>	01234024195758	MIS400		41798.70
-	<u>1</u>	01234024195734			9300.24
-	<u>2</u>	01234024195758	MIS400		55731.60
-	<u>2</u>	01234024195734			12400.32

Total . . . : .00

Line#	Quantity	UOM	Description	Items
1	9.00	EA	IBM POWER 8 CITY HALL AND APD - FY18	
2	12.00	EA	IBM POWER 8 CITY HALL AND APD - FY19	
3	12.00	EA	IBM POWER 8 CITY HALL AND APD - FY20	+

F3=Exit F5=Refresh F7=Alternate view F12=Cancel
F15=Global distribution

3
4 } same as #2
5 }

6

5758

5734

13932⁹⁰

3100⁰⁸

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 07/28/2017

Report No: 7.

Submitted By: Debbie Osborne

Subject: Consider, and accept, the Investment Report for the quarter ending June 30, 2017, in accordance with the City of Alamogordo Investment Ordinance. *(Julianne Hall, Finance Director)*

Fiscal Impact: N/A

Amount Budgeted: \$0.00

Fund: N/A

Additional Fiscal Impact: No additional fiscal impact.

Recommendation: Accept the Quarterly Investment Report for the period ending June 30, 2017.

Background:

The City of Alamogordo ended the quarter with an investment portfolio totaling \$67,019,519. The portfolio was made up of:

State Investment Pool	\$	4,612,732	or	6.88%
Short Term Investments	\$	1,285,148	or	1.92%
US Treasury Notes/Agency Bonds	\$	42,873,362	or	63.97%
Certificates of Deposits	\$	18,248,277	or	27.23%
Total Investments:	\$	67,019,519		100.00%

Total gains (losses) for the quarter ended June 30, 2017, on maturities and/or called agency notes were \$0. Interest earned during the quarter on a cash basis was \$231,512.

Interest Income Budget Comparison for all Funds is as follows:

Interest Earned Budget	\$	763,598	
Interest Received to Date	\$	754,938	98.87% of budget

Note: The investments mature at different times through out the year and 64% of the investments mature within three years. They are reinvested as they mature, so that they continue to roll over to be available for projects when needed.

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 16 - 17 Y-T-D EARNINGS
ST. INVESTMENT POOL - COA	ST. INVEST POOL-COA		\$4,612,731.81	\$4,612,731.81	0	0.847%	DAILY	N/A	29,797
Western Bank (CD# 81186796)	CD		\$262,692.51	262,692.51	0	1.250%	02/06/18	02/06/13	3,236
Western Bank (CD# 81186879)	CD		\$264,307.81	264,307.81	0	1.250%	03/11/18	03/11/13	3,237
Western Bank (CD# 81186944)	CD		\$789,201.31	789,201.31	0	1.200%	03/22/18	03/22/13	9,386
Western Bank (CD# 81187231)	CD		\$528,285.38	528,285.38	0	1.710%	02/10/19	02/10/14	8,871
First Savings Bank (CD#13312297)	CD		\$263,495.70	263,495.70	0	1.250%	02/07/18	02/07/13	3,242
First Savings Bank (CD# 13401520)	CD		\$1,043,410.60	1,043,410.60	0	1.000%	03/12/18	03/12/13	10,369
Bank '34 (CD#0101004984)	CD		\$250,000.00	250,000.00	0	1.490%	02/08/18	02/08/13	3,732
First American Bank (CD#603372527)	CD		\$261,699.90	261,699.90	0	1.150%	02/12/18	02/12/13	2,976
First American Bank (CD# 603372528)	CD		\$1,042,666.14	1,042,666.14	0	1.050%	03/22/18	03/22/13	10,811
Pioneer Bank (CD#30100640)	CD		\$261,159.85	261,159.85	0	1.000%	02/12/18	02/12/13	2,595
Bank of the West (CD#029771907)	CD		\$260,454.00	260,454.00	0	0.950%	03/20/18	03/20/13	2,496
Washington Federal (CD# 172-200282-9)	CD		\$266,951.90	266,951.90	0	1.550%	03/22/18	03/27/13	4,071
Washington Federal (CD# 172-200283-7)	CD		\$1,053,951.94	1,053,951.94	0	1.250%	04/09/18	04/09/13	13,001
Wells Fargo (Camden Natl Bank)	CD	133033DM9	-		0	1.700%	09/15/17	09/16/11	4,253
Wells Fargo (Luana Savings Bank)	CD	549103KB4	-		0	1.200%	10/05/16	10/05/11	1,091
Wells Fargo (GE Capital Financial Int)	CD	36160XZD2	-		0	2.100%	11/16/16	11/16/11	1,731
Wells Fargo (GE Capital Retail)	CD	36157PDL0	-		0	1.750%	05/18/17	05/18/12	2,599
Wells Fargo (Peapack Gladstone Bk)	CD	704692AA0	-		0	1.000%	06/12/17	06/12/12	2,500
Wells Fargo (Bank Holland Mich)	CD	062649XS2	\$250,000.00	\$249,147.50	(853)	1.250%	12/27/18	06/27/12	3,125
Wells Fargo (Sallie Mae Bk)	CD	795450PA7	-		0	1.700%	08/22/17	08/22/12	3,776
Wells Fargo (World Finl Cap Bk)	CD	98146QDJ7	\$250,000.00	\$249,767.50	(233)	1.600%	08/26/19	08/24/12	4,000
Wells Fargo (Banco Popular North Amer)	CD	05965GSX50	-		0	0.700%	03/06/17	03/06/13	875
Wells Fargo (BMW Bank of NA)	CD	05568P3M7	\$250,000.00	\$250,005.00	5	1.350%	06/28/18	06/28/13	3,375
Wells Fargo (American Express)	CD	02587DRJ9	-		0	1.900%	08/08/18	08/08/13	4,935
Wells Fargo (Citi Bank)	CD	17284CKX1	-		0	1.800%	08/14/18	08/14/13	2,996
Wells Fargo (Bank of Baroda)	CD	0606244X8	-		0	2.000%	10/09/18	10/08/13	5,380
Wells Fargo (First Bank of Highland)	CD	319141AJ6	-		0	1.800%	11/27/18	11/27/13	4,298
Wells Fargo (Third Federal S&L Assn)	CD	88413QAJ7	-		0	1.600%	11/26/18	02/26/14	3,786
Wells Fargo (Oriental Bank)	CD	686184UT7	-		0	0.650%	07/11/16	07/11/14	85
Wells Fargo (Merrick Bk South Jordan Ut)	CD	59013JAP4	-		0	0.650%	07/18/16	07/18/14	134
Wells Fargo (Customers Bank)	CD	23204HBN7	-		0	0.600%	07/25/16	07/23/14	756
Wells Fargo (Americanwest Bk)	CD	030590DR1	-		0	0.600%	07/25/16	07/25/14	748
Wells Fargo (Town North Bk)	CD	89213TLE0	-		0	0.600%	07/26/16	07/25/14	269
Wells Fargo (Capital One Bk)	CD	140420PQ7	-		0	0.950%	10/11/16	10/08/14	766
Wells Fargo (Peoples Utd Bk)	CD	71270QHV1	-		0	0.850%	10/11/16	10/08/14	1,083
Wells Fargo (United Cmnty Bk Chatham)	CD	90983WAZ4	-		0	1.000%	04/13/17	10/14/14	2,075
Wells Fargo (Community Finl Svcs Bk KY)	CD	20364AAQ8	-		0	0.800%	10/17/16	10/17/14	668
Wells Fargo (State Bk India NY)	CD	8562842P8	-		0	2.250%	10/17/19	10/17/14	6,248
Wells Fargo (Goldman Sachs Bank)	CD	38148JJK8	-		0	2.000%	01/28/20	01/28/15	5,209
Wells Fargo (First Mo St Bk)	CD	32100LAW5	-		0	0.500%	08/01/16	01/30/15	630

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 16 - 17 Y-T-D EARNINGS
Wells Fargo (First Niagara Bk)	CD	33583CMN6	-		0	0.600%	08/01/16	01/30/15	756
Wells Fargo (Franklin Synergy Bk)	CD	35471TBP6	-		0	0.850%	03/10/17	03/11/15	1,584
Wells Fargo (Belmont Svgs Bk)	CD	080515BH1	\$250,000.00	\$250,310.00	310	1.100%	03/06/18	03/12/15	2,750
Wells Fargo (JPMorgan Chase Bk)	CD	48125T3D5	\$250,000.00	\$250,190.00	190	1.300%	03/13/18	03/13/15	3,250
Wells Fargo (Capital Bank Miami)	CD	139800BY1	-		0	0.600%	09/19/16	03/18/15	760
Wells Fargo (BankUnited)	CD	066519AN9	-		0	0.850%	03/20/17	03/20/15	2,125
Wells Fargo (Berkshire Bk)	CD	084601DM2	-		0	0.650%	09/30/16	03/31/15	810
Wells Fargo (Discover Bank)	CD	254672LV8	-		0	1.850%	04/15/20	04/15/15	3,149
Wells Fargo (Landmark Cmnty Bk)	CD	51507LAT1	\$250,000.00	\$249,595.00	(405)	1.050%	04/16/18	04/16/15	2,625
Wells Fargo (Conestoga Bank)	CD	20701PBL7	-		0	0.750%	05/01/17	05/01/15	1,716
Wells Fargo (Crescom Bank)	CD	225862CF6	-		0	0.550%	11/21/16	08/21/15	576
Wells Fargo (Midland Sts Bk)	CD	59774QEU2	-		0	0.900%	02/13/17	08/21/15	1,701
Wells Fargo (East Boston Savings Bk)	CD	27113PAH4	-		0	1.000%	05/24/17	08/24/15	2,288
Wells Fargo (BBCN Bank)	CD	073296BU8	-		0	0.550%	08/25/16	08/25/15	230
Wells Fargo (Capital One NA)	CD	14042E5X4	-		0	0.900%	02/27/17	08/26/15	2,262
Wells Fargo (Plains State Bank)	CD	726547AJ1	-		0	0.900%	02/27/17	08/26/15	2,262
Wells Fargo (Little Bank)	CD	53700PDM5	-		0	0.900%	05/26/17	08/26/15	2,805
Wells Fargo (Southside Bank)	CD	84470QFD4	-		0	0.500%	08/26/16	08/28/15	202
Wells Fargo (ESSA B&T)	CD	29667RMZ3	-		0	0.550%	08/26/16	08/28/15	1,371
Wells Fargo (Cathay Bank)	CD	149159KT1	-		0	0.950%	05/30/17	08/28/15	2,186
Wells Fargo (Washington County Bk)	CD	93754PAK3	\$250,000.00	\$250,880.00	880	1.250%	09/24/18	09/23/15	3,125
Wells Fargo (Mercantil CommerceBA)	CD	58733ABZ1	\$250,000.00	\$250,405.00	405	1.450%	03/26/18	09/25/15	3,625
Wells Fargo (First General Bank)	CD	320337BJ6	\$250,000.00	\$250,882.50	883	1.200%	09/28/18	09/30/15	3,000
Wells Fargo (United Bankers Bank)	CD	909557EW6	\$250,000.00	\$250,850.00	850	1.300%	09/28/18	09/30/15	3,250
Wells Fargo (Webbank)	CD	947547HR9	\$250,000.00	\$250,067.50	68	1.300%	04/02/18	10/01/15	3,250
Wells Fargo (National Cooperative Bk)	CD	635573AB4	\$250,000.00	\$250,382.50	383	1.200%	04/02/18	10/02/15	3,000
Wells Fargo (Lincoln Savings Bk)	CD	534732AE2	\$250,000.00	\$250,440.00	440	1.150%	05/09/18	10/09/15	2,875
Wells Fargo (TCF Natl Bk)	CD	872278QB5	\$250,000.00	\$250,060.00	60	0.950%	10/16/17	10/14/15	2,375
Wells Fargo (Gorham Svgs Bk ME)	CD	383052DJ3	\$250,000.00	\$250,872.50	873	1.200%	10/15/18	10/14/15	3,000
Wells Fargo (Synovus Bk Columbus GA)	CD	87164DHF0	\$250,000.00	\$250,067.50	68	1.000%	10/16/17	10/15/15	2,500
Wells Fargo (Enerbank USA UT)	CD	29266NS24	\$250,000.00	\$249,052.50	(948)	1.500%	10/16/19	10/16/15	3,750
Wells Fargo (First Finl Northwest Bk)	CD	32022MAC2	\$250,000.00	\$248,207.50	(1,793)	1.350%	10/16/19	10/16/15	3,375
Wells Fargo (First Bk Fin Cen)	CD	31911QDG7	-		0	0.950%	10/20/17	10/22/15	397
Wells Fargo (Katahdin Trust Co)	CD	485836FC9	-		0	0.450%	10/20/16	10/23/15	1,119
Wells Fargo (Midstates Bk)	CD	598047AX6	-		0	0.450%	10/21/16	10/23/15	1,122
Wells Fargo (Hardin County Bk)	CD	411822BT5	-		0	0.450%	10/26/16	10/26/15	376
Wells Fargo (Aimbank)	CD	00889WAU9	\$250,000.00	\$250,832.50	833	1.150%	10/29/18	10/28/15	2,875
Wells Fargo (Preferred Bk LA CA)	CD	740367EJ2	\$250,000.00	\$250,075.00	75	0.750%	10/30/17	10/30/15	1,875
Wells Fargo (First Texoma Natl Bk)	CD	33717WAA2	\$250,000.00	\$249,782.50	(218)	0.850%	10/27/17	10/29/15	2,125
Wells Fargo (Standard Bk & Tr)	CD	853117QK8	-		0	0.550%	10/28/16	10/30/15	1,371
Wells Fargo (Stearns Bk NA)	CD	857894QE2	-		0	0.450%	10/28/16	10/30/15	1,122
Wells Fargo (Beal Bk USA Las Vegas Ne)	CD	07370WUX2	-		0	0.500%	11/02/16	11/04/15	1,250
Wells Fargo (First Foundation Bank)	CD	32026UAF3	-		0	0.450%	11/04/16	11/04/15	1,128
Wells Fargo (Mizuho Bank USA)	CD	60688MRE6	-		0	0.550%	11/04/16	11/04/15	1,379

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 16 - 17 Y-T-D EARNINGS
Wells Fargo (BMO Harris Bank NA)	CD	05573J6C3	-		0	1.100%	11/06/17	11/04/15	2,887
Wells Fargo (Community Bk Chesapeake)	CD	20350AAX9	-		0	0.350%	08/05/16	11/06/15	144
Wells Fargo (Pinnacle Bk Jasper Ala)	CD	723451AY6	-		0	0.450%	11/10/16	11/12/15	465
Wells Fargo (Old National Bk)	CD	680061GQ5	-		0	0.500%	11/10/16	11/12/15	1,247
Wells Fargo (HSBC Bk)	CD	40434AC72	\$250,000.00	\$250,507.50	508	1.600%	11/17/20	11/17/15	4,000
Wells Fargo (USNY Bk)	CD	90344LCD9	-		0	0.500%	11/28/16	11/27/15	527
Moreton (Goldman Sachs Bk USA N Y)	CD	38148PGR2	\$250,000.00	\$247,110.00	(2,890)	1.100%	08/12/19	08/10/16	1,386
Moreton (Discover Bk)	CD	254672E87	\$250,000.00	\$247,472.50	(2,528)	1.150%	08/12/19	08/10/16	1,449
Moreton (Apple Bk for Svgs N Y)	CD	03784JRH9	\$250,000.00	\$249,435.00	(565)	0.750%	02/12/18	08/10/16	945
Moreton (Oriental Bk)	CD	68621KAB7	\$250,000.00	\$248,760.00	(1,240)	1.100%	08/10/18	08/10/16	2,057
Moreton (Sallie Mae Mk Murray Utah)	CD	795450YQ2	\$250,000.00	\$245,837.50	(4,163)	1.350%	08/10/20	08/10/16	1,701
Moreton (Capital One Bk)	CD	140420B33	\$250,000.00	\$245,837.50	(4,163)	1.350%	08/10/20	08/10/16	1,701
Moreton (Ally Bk Midvale Utah)	CD	02006LJ53	\$250,000.00	\$247,115.00	(2,885)	1.200%	08/12/19	08/11/16	1,512
Moreton (Wex Bk Midvale Utah)	CD	92937CEJ3	\$250,000.00	\$248,745.00	(1,255)	0.950%	08/13/18	08/12/16	1,204
Moreton (First Natl Bk Omaha Neb)	CD	332135GM8	\$250,000.00	\$249,407.50	(593)	0.900%	02/16/18	08/16/16	1,874
Moreton (Farm Bur Bk FSB NV)	CD	307660KJ8	\$250,000.00	\$248,020.00	(1,980)	1.000%	02/19/19	08/17/16	2,082
Moreton (Comenity Cap Br Utah)	CD	20033ARW8	\$250,000.00	\$244,285.00	(5,715)	1.500%	09/07/21	09/14/16	2,723
Moreton (Everbank Jacksonville Fl)	CD	29976DT42	\$250,000.00	\$245,190.00	(4,810)	1.550%	09/15/21	09/16/16	1,922
Moreton (Bank Hapoalim B M New York)	CD	06251AN22	\$250,000.00	\$248,010.00	(1,990)	1.051%	03/04/19	09/27/16	1,787
Moreton (Bank Leumi USA New York NY)	CD	063248FY9	\$250,000.00	\$246,822.50	(3,178)	1.250%	09/27/19	09/27/16	1,550
Moreton (Iroquois Fed Svgs & Ln Assn)	CD	46355PB33	\$250,000.00	\$246,927.50	(3,073)	1.250%	09/27/19	09/29/16	2,337
Moreton (Firstbank PR Santurce)	CD	33767AF97	\$250,000.00	\$249,180.00	(820)	1.150%	09/28/18	09/30/16	2,150
Moreton (Bank of China NY)	CD	06426TR50	-		0	0.450%	12/27/16	10/26/16	191
Moreton (Synchrony Bk)	CD	87165ELA3	\$250,000.00	\$247,070.00	(2,930)	1.800%	11/18/21	11/18/16	2,232
Moreton (State Bk India New York NY)	CD	856284E9	\$250,000.00	\$251,095.00	1,095	2.250%	02/09/22	02/09/17	-
Moreton (Merrick Bk South Jordan Utah)	CD	59013JWF2	\$200,000.00	\$199,302.00	(698)	1.300%	02/15/19	02/15/17	855
Moreton (MB Finl Bk N A Chicago Ill)	CD	55266CUP9	\$0.00		0	1.800%	02/16/21	02/16/17	-
Moreton (Morton Cmnty Bk Ill)	CD	619165HB2	\$250,000.00	\$249,512.50	(488)	1.850%	02/26/21	02/27/17	1,521
Moreton (Wells Fargo Bank Natl Assn)	CD	949763FX9	\$250,000.00	\$251,650.00	1,650	2.400%	03/29/22	03/20/17	1,512
Moreton (American Express Centurion Bk)	CD	02587DN38	\$250,000.00	\$252,197.50	2,198	2.450%	04/05/22	03/27/17	-
Moreton (Exchange Bk Gibbon Neb)	CD	301074CL2	\$250,000.00	\$248,160.00	(1,840)	2.050%	04/26/22	04/26/17	857
Moreton (BMO Harris Bk Natl Assn)	CD	05581WNY7	\$250,000.00	\$249,155.00	(845)	2.250%	10/28/22	04/28/17	-
Moreton (Capital One Natl Assn)	CD	14042RFL0	\$250,000.00	\$250,862.50	863	2.300%	05/10/22	05/10/17	-
Wells Fargo (N Mexico Dona Ana Brh Cmty)	N Mexico Dona Ana B	257578DV3	\$109,156.89	\$107,378.00	(1,779)	4.000%	08/01/22	08/13/12	2,307
Wells Fargo (San Juan Cnty N Mex Cent)	San Juan Cnty N Mex	798359JS5	-		0	3.000%	08/01/16	08/21/12	1,269
Wells Fargo (Central N Mexico Cmnty Co)	Central N Mexico Cm	154625BA4	\$136,509.42	\$136,399.90	(110)	3.500%	08/15/19	09/07/12	1,899
Wells Fargo (New Mexico St Hosp Equip)	New Mexico St Hosp	647370EU5	-		0	5.500%	08/01/16	09/10/12	-
Wells Fargo (New Mexico St Hosp Equip)	New Mexico St Hosp	647370FU4	(0.00)		0	5.500%	08/01/16	09/10/12	46
Wells Fargo (New Mexico St Hosp Equip)	New Mexico St Hosp	647370FZ3	0.00		(0)	5.500%	08/01/16	09/10/12	897
Wells Fargo (University N Mex Gallup Br)	University N Mex Gall	914684DT9	\$153,032.19	\$152,215.50	(817)	2.000%	10/15/20	11/21/12	529
Wells Fargo (Fannie Mae Unsecdnt Call)	Fannie Mae Unsecdnt	3135G0TP8	\$500,000.00	\$498,540.00	(1,460)	1.250%	01/30/19	02/22/13	7,750
Wells Fargo (Rio Rancho NM Wtr & Wstwr)	Rio Rancho NM Wtr &	767175FZ0	\$109,800.79	\$107,019.00	(2,782)	5.000%	05/15/22	03/12/13	3,024
Wells Fargo (San Juan County NM Junior)	San Juan County NM	798360EQ2	-		0	5.000%	08/15/17	03/25/13	61

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 16 - 17 Y-T-D EARNINGS
Wells Fargo (Rio Rancho N Mex Pub Sch	Rio Rancho N Mex P	767171JZ5	\$100,184.42	\$98,043.80	(2,141)	4.000%	08/01/19	03/25/13	1,653
Wells Fargo (Federal Home Loan Bank)	Fed Home Loan Bank	313383BM2	\$852,726.47	\$852,785.55	59	1.050%	06/13/18	02/05/14	11,362
Wells Fargo (Federal Home Loan Bank)	Fed Home Loan Bank	3133816M2	\$0.00		0	1.530%	11/21/19	02/05/14	8,749
Wells Fargo (Federal Farm Credit Banks	Fed Farm Credit Ban	3133EDGL0	\$0.00		0	0.730%	03/06/17	03/20/14	2,934
Wells Fargo (Fannie Mae)	Fannie Mae	3136G1KD0	\$996,226.38	\$997,400.00	1,174	1.000%	04/30/18	03/30/14	14,124
Wells Fargo (Fannie Mae)	Fannie Mae	3136G17D5	\$0.00		0	1.500%	12/27/19	06/02/14	11,361
Wells Fargo (Federal Home Loan Bank)	Fed Home Loan Bank	3133835A5	\$0.00		0	1.550%	05/20/20	06/02/14	16,541
Wells Fargo (Freddie Mac)	Freddie Mac	3137EADU0	\$0.00		0	0.500%	01/27/17	03/10/15	2,308
Wells Fargo (Federal Home Loan Bank)	Fed Home Loan Bank	3130A4JS2	\$0.00		0	0.750%	04/04/17	03/10/15	3,557
Wells Fargo (Fannie Mae)	Fannie Mae	3135G0TV5	\$0.00		0	1.030%	01/30/18	03/10/15	4,264
Wells Fargo (Federal Home Loan Bank)	Fed Home Loan Bank	3130A2T97	\$0.00		0	0.500%	09/28/16	06/15/15	2,489
Wells Fargo (Fannie Mae)	Fannie Mae	3135G0ES8	\$0.00		0	1.375%	11/15/16	06/15/15	3,469
Wells Fargo (Federal Home Loan Bank)	Fed Home Loan Bank	3130A0C65	\$0.00		0	0.625%	12/28/16	06/15/15	2,725
Wells Fargo (Federal Home Loan Bank)	Fed Home Loan Bank	3130A5EP0	\$0.00		0	0.625%	05/30/17	06/15/15	13,686
Wells Fargo (Federal Home Loan Bank)	Fed Home Loan Bank	3130A5ML0	1,000,163.52	\$999,590.00	(574)	0.850%	08/28/17	06/15/15	8,169
Wells Fargo (Federal Home Loan Bank)	Fed Home Loan Bank	3130A5FR5	1,499,666.58	\$1,498,560.00	(1,107)	0.875%	11/28/17	06/15/15	14,092
Wells Fargo (Fannie Mae)	Fannie Mae	3135G0VC4	1,001,044.95	\$998,000.00	(3,045)	1.130%	02/28/18	06/15/15	10,252
Wells Fargo (Freddie Mac)	Freddie Mac	3134G6S95	\$0.00		0	1.350%	12/17/18	06/17/15	6,733
Wells Fargo (Federal Home Loan Bank)	Fed Home Loan Bank	3130A6KK2	\$0.00		0	1.700%	07/08/20	10/08/15	8,319
Wells Fargo (Federal Farm Credit Bank)	Fed Farm Credit Ban	3133EFJG3	\$0.00		0	1.790%	01/13/21	10/13/15	7,775
Wells Fargo (Fannie Mae)	Fannie Mae	3136G15Q8	1,501,742.70	\$1,494,525.00	(7,218)	0.920%	06/26/18	10/19/15	12,038
Wells Fargo (Fannie Mae)	Fannie Mae	3136G2P84	500,451.00	\$500,015.00	(436)	1.200%	01/28/19	10/28/15	5,773
Wells Fargo (Federal Home Loan Bank)	Fed Home Loan Bank	313370TW8	\$0.00		0	2.000%	09/09/16	01/08/16	3,546
Wells Fargo (Federal Farm Credit Bank)	Fed Farm Credit Ban	3133EEFA3	\$0.00		0	0.720%	12/15/16	02/02/16	2,755
Wells Fargo (Federal Home Loan Bank)	Fed Home Loan Bank	3130A2T97	\$0.00		0	0.500%	09/28/16	02/09/16	2,488
Wells Fargo (Fannie Mae)	Fannie Mae	3136G0L33	2,001,531.07	\$1,999,280.00	(2,251)	0.900%	10/03/17	02/23/16	14,418
Wells Fargo (Federal Farm Credit Bank)	Fed Farm Credit Ban	3133EFYM3	2,000,416.19	\$1,998,000.00	(2,416)	0.800%	12/11/17	02/23/16	15,074
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Ban	3133EGFP5	2,004,601.54	\$1,970,660.00	(33,942)	1.776%	06/15/22	07/27/16	31,386
Moreton (Federal National Mtg Assn)	Fed Natl Mtg Assn	3136G3F59	1,002,278.89	\$989,390.00	(12,889)	0.967%	04/26/19	08/05/16	7,009
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G3W35	1,506,651.71	\$1,462,695.00	(43,957)	1.550%	08/17/21	08/17/16	10,777
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G3V85	1,003,233.53	\$986,740.00	(16,494)	1.250%	02/24/20	08/24/16	5,634
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G3Y82	1,102,386.36	\$1,071,114.00	(31,272)	1.200%	11/24/20	08/24/16	6,236
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G3U94	1,506,611.11	\$1,451,880.00	(54,731)	1.400%	05/25/21	08/25/16	9,611
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G32A2	1,002,033.21	\$985,430.00	(16,603)	1.100%	08/23/19	08/30/16	4,819
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G32E4	1,002,591.77	\$988,370.00	(14,222)	1.111%	02/25/20	09/12/16	5,025
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G35L5	1,000,000.00	\$975,780.00	(24,220)	1.250%	12/23/20	09/23/16	9,375
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G35U5	1,505,362.56	\$1,453,740.00	(51,623)	1.419%	12/28/21	09/28/16	10,613
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G4BG7	561,728.55	\$538,003.20	(23,725)	1.750%	12/30/22	10/05/16	6,982
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Ban	3133EGXX8	1,002,575.51	\$978,670.00	(23,906)	1.340%	10/13/20	10/13/16	6,276
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G4DC4	1,002,232.60	\$978,514.96	(23,718)	1.300%	06/30/20	10/20/16	8,510
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G4EU3	1,003,106.49	\$972,670.00	(30,436)	1.600%	10/28/21	10/28/16	7,606
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G4DC4	501,122.95	\$489,265.04	(11,858)	1.300%	06/30/20	10/31/16	4,082

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE	FY 16 - 17 Y-T-D EARNINGS
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3136G4GG2	798,943.10	\$787,968.00	(10,975)	1.500%	05/25/21	11/23/16	6,210
Moreton (Federal Home Loan Mtg Corp)	Fed Home Loan Mtg	3134GAVN1	1,000,000.00	\$992,130.00	(7,870)	1.250%	11/27/20	11/30/16	6,146
Moreton (Federal Home Loan Bank)	Fed Home Loan Bank	3130AADK1	\$0.00		0	2.000%	03/30/21	12/30/16	10,000
Moreton (Federal Home Loan Bank)	Fed Home Loan Bank	3130AAFG8	\$0.00		0	2.200%	12/30/21	12/30/16	11,000
Moreton (Federal National Mtg Assn)	Fed Natl Mtg Assn	3136G4JU8	1,499,390.88	\$1,491,127.95	(8,263)	1.459%	12/30/19	01/09/17	10,378
Moreton (Federal National Mtg Assn)	Fed Natl Mtg Assn	3136G4JN4	641,203.80	\$637,798.68	(3,405)	1.581%	06/29/20	01/09/17	4,778
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EF4D6	519,748.99	\$519,367.84	(381)	1.833%	04/20/21	01/09/17	2,716
Moreton (Federal National Mtg Assn)	Fed Natl Mtg Assn	3136G4JL8	\$0.00		0	2.015%	12/29/21	01/09/17	6,076
Moreton (Federal Home Loan Bank)	Fed Home Loan Bank	3130AAB56	1,114,688.75	\$1,110,054.40	(4,634)	2.101%	05/25/22	01/09/17	8,885
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EGS71	2,004,797.00	\$1,988,120.00	(16,677)	2.243%	09/06/22	01/09/17	7,049
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EHAB9	752,775.00	\$749,242.50	(3,533)	2.375%	08/22/22	03/06/17	-
Moreton (Federal Home Loan Mtg Corp)	Fed Home Loan Mtg	3134GA4F8	528,145.00	\$529,332.20	1,187	2.000%	02/28/22	03/10/17	-
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EF2K2	497,807.89	\$494,760.00	(3,048)	1.968%	04/12/22	04/07/17	158
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EHPV9	501,500.00	\$498,305.00	(3,195)	1.641%	12/29/20	06/29/17	-
Moreton (Federal Home Loan Mtg Corp)	Fed Home Loan Mtg	3134GBWH1	1,503,975.00	\$1,498,380.00	(5,595)	1.372%	09/27/19	06/30/17	-
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EHGS6	502,000.00	\$498,225.00	(3,775)	1.942%	04/25/22	06/30/17	-
Moreton (Federal Farm Credit Bank)	Fed Farm Credit Bank	3133EHPD9	501,750.00	\$499,020.00	(2,730)	1.549%	06/22/20	06/30/17	-
Moreton (Federal Home Loan Banks)	Fed Home Loan Bank	3130ABHV1	501,250.00	\$498,040.00	(3,210)	2.411%	06/22/22	06/30/17	-
Moreton (Federal Home Loan Banks)	Fed Home Loan Bank	3130AA5Y0	500,000.00	\$496,660.00	(3,340)	2.829%	11/25/22	06/30/17	-
RBC (FNMA)	FNMA	31381UGZ4	-		0	1.700%	04/01/17	04/23/12	283
RBC (FNMA GTD. REMIC)	FNMA GTD REMIC	3136A8G38	\$23,100.59	\$22,930.59	(170)	1.246%	08/25/17	09/28/12	1,548
RBC (FANNIEMAE ACES)	FANNIEMAE ACES	3136A9MK1	-		0	1.114%	02/25/17	10/30/12	181
RBC (FHLB DEB)	FHLB DEB	3133XNCA5	\$313,117.09	\$312,998.49	(119)	5.250%	09/15/17	12/27/12	6,772
RBC (FNMA #468957)	FNMA #468957	31381R5S9	-		0	2.210%	09/01/16	01/07/13	488
RBC (FNMA #469817)	FNMA #469817	31381S4A7	-		0	2.230%	12/01/16	01/08/13	341
RBC (FNMA #469673)	FNMA #469673	31381SXA5	-		0	2.080%	12/01/16	01/11/13	(714)
RBC (FNMA GTD. REMIC)	FNMA GTD. REMIC	3136ABPT4	0.00		(0)	1.074%	11/25/16	01/30/13	(192)
Wells Fargo BS securities transferred to Moreton Capital Markets May 20, 2016									
Moreton Capital Markets Money Market and Cash			700,485.34	\$700,485.34	0	varies	N/A	N/A	946
Wells Fargo ST Money Market 6810881786 - changed to Checking Oct			377,185.27	\$377,185.27	0	varies	N/A	N/A	777
Wells Fargo - PHA account transferred to interest bearing account 1/26			207,476.96	\$207,476.96	0	varies	N/A	N/A	27
TOTAL			67,019,519	66,460,831	(558,688.34)				754,937.60
US Treasury Notes/Agency Bonds - WF / RBC			\$42,873,362.44	63.97%					
State Investment Pool			\$4,612,731.81	6.88%					
Certificate of Deposits			\$18,248,277.04	27.23%					
Money Market Accounts			1,285,147.57	1.92%					
			\$67,019,518.86	100.00%					

CITY OF ALAMOGORDO

COLLATERALIZATION SUMMARY REPORT

MONTH CLOSING:

June 30, 2017

<u>Financial Institution</u>	<u>Amount of City Funds</u>	<u>FDIC Amount</u>	<u>Amount Uninsured</u>	<u>Required Collateral per NMSA 1978 6-10-17</u>	<u>Amount to be Collateralized</u>	<u>Collateral Pledged by Financial Institutions</u>	<u>Over/(Under) Pledged</u>	<u>At Risk</u>
1) State Treasurer's Pool - COA	\$ 4,612,732	n/a						-
2) Wells Fargo	\$ 8,520,568							
Wells Fargo - PHA	\$ 207,477	-						
	\$ 8,728,045	250,000	\$ 8,478,045	50.00%	4,239,023	8,634,273	4,395,250	(156,227)
a. Wells Fargo Sweep - closed Aug16	\$ -	-	\$ -	50.00%	-		-	-
3) Moreton Capital Markets								
a. Cash and Money Market	\$ 700,485	250,000						
Certificates of Deposit	\$ 11,700,000	11,700,000	\$ -	50.00%	-		-	-
b. Securities	\$ 42,873,362	n/a						
	\$ 55,273,848							
First National - Alamogordo	\$ 3,263,016	250,000	\$ 3,013,016	50.00%	1,506,508	4,011,849	2,505,341	(998,833)
First National - Alamogordo - PHA	\$ 1,532,243	-	\$ 1,532,243	50.00%	766,122	1,277,822	511,700	254,421
Western Bank	\$ 1,844,487	250,000	\$ 1,594,487	50.00%	797,244	2,093,232	1,295,988	(498,745)
First Savings Bank	\$ 1,306,906	250,000	\$ 1,056,906	50.00%	528,453	684,427	155,974	372,479
Bank '34	\$ 250,000	250,000	\$ -	50.00%	0		-	-
First American Bank	\$ 1,304,366	250,000	\$ 1,054,366	50.00%	527,183	782,407	255,224	271,959
Pioneer Bank	\$ 261,160	250,000	\$ 11,160	50.00%	5,580	40,032	34,452	(28,872)
Bank of the West	\$ 260,454	250,000	\$ 10,454	50.00%	5,227	24,269	26,140	(13,815)
Washington Federal	\$ 1,320,904	250,000	\$ 1,070,904	50.00%	535,452	1,332,114	796,662	(261,210)
4) New Mexico Finance Authority	\$ 4,984,852	n/a						
TOTAL	\$ 84,943,013		\$ 17,821,581		\$ 8,910,791	\$ 18,880,425	\$ 9,976,732	\$ (1,058,844)

1) These funds are invested in 7-day and 14 day Treasury bills and fully-collateralized bank deposits; per NM STO correspondence Feb. 27, 2009. Per State Treasurer's Investment Policy authorized investments are U.S. Govt. Obligations, Investment Grade commercial paper, AA rated or better Corporate bonds, asset-backed obligations, and etc. (pages 4-8). - Per LGIP statements - New MexiGROW LGIP deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New MexiGROW LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.

2) a. Wells Fargo Sweep is collateralized at 102%

3) Moreton Capital Markets - transferred on May 2016 from WFBS, which included RBC

a. Securities and cash are protected up to \$500,000 (including a \$250,000 limit for cash only)

b. Federal Home Loan Notes, Freddie Mac, Fannie Mae, etc. are backed by the full faith and credit of the U.S. government.

4) NMFA is a governmental agency which must itself comply with state investment policies

**CITY OF ALAMOGORDO
ANALYSIS OF INVESTMENT AND YIELDS
TWELVE MONTHS ENDED**

MONTH	(1) TOTAL INVESTMENTS	(2) RETURN ON INVESTMENTS	(3) YIELDS ON INVESTMENTS	TOTAL RETURN ON INVESTMENTS
JULY 2016	68,355,843	82,561	1.449%	82,561
AUGUST 2016	67,402,087	46,244	0.823%	46,244
SEPTEMBER 2016	67,454,160	52,073	0.926%	52,073
OCTOBER 2016	67,501,296	47,136	0.838%	47,136
NOVEMBER 2016	66,521,411	41,343	0.746%	41,343
DECEMBER 2016	66,598,535	77,124	1.390%	77,124
JANUARY 2017	68,018,339	28,378	0.501%	28,378
FEBRUARY 2017	68,103,315	84,976	1.497%	84,976
MARCH 2017	68,791,906	63,592	1.109%	63,592
APRIL 2017	68,838,002	46,096	0.804%	46,096
MAY 2017	68,695,666	65,136	1.138%	65,136
JUNE 2017	66,815,941	120,280	2.160%	120,280
ANNUAL AVERAGE	67,758,042	62,911	1.1151%	\$62,911
12 MONTH TOTALS		754,938	1.1142%	754,938
			This Quarter	231,512

(1) AVERAGE TOTAL INVESTMENTS (BOOK VALUE)

(2) ALL RETURNS AND YIELDS ARE CALCULATED ON A CASH BASIS

(3) AVERAGE YIELD ON INVESTMENTS

CITY OF ALAMOGORDO
INVESTMENT SUMMARY
BY FUND
June 30, 2017

FUND NO.	FUND DESCRIPTION	PER FUND INVESTMENT
11	GENERAL OPERATING	6,141,788.60
16	LODGER'S TAX-PROMOTIONS	88,511.22
19	COURT AUTOMATION	7,910.07
20	LODGER'S TAX-CITY SHARE	161,513.59
21	D.A.R.E. DONATIONS	9,370.68
22	GIFT FUND	25,432.23
28	POLICE CONTINGENCY	28,022.74
31	CEMETERY-PERPETUAL CARE	806,364.52
33	FIRE PROTECTION FUND	290,756.23
37	ST HIGHWAY CLEANUP	84,389.86
38	TRAFFIC SAFETY	38,673.84
42	84 GRT	3,461,621.80
44	TRANSPORTATION FUND	8,661.13
49	86 GRT	9,342,683.52
50	PROPERTY ACQUISITION	52,102.61
53	GO BOND P&I	577,527.20
56	99 GRT FLOOD CONTROL	(1,596,283.93)
61	91 GRT INFRASTRUCTURE	537,548.12
69	94 GROSS RECEIPTS TAX	2,123,981.80
74	SENIOR GIFT FUND	84,623.77
81	WATER/SEWER OPERATIONS	13,585,158.70
82	1998 JT. WATER/SEWER BOND P&I	37,606.66
86	SOLID WASTE	234,568.15
88	BONITO LAKE	75,687.09
89	ESGRT .0625%	1,259,726.99
91	AIRPORT	60,040.51
94	LANDFILL OPERATIONS	4,496,561.95
96	FLEET COLLISION	377,336.21
104	UTILITY DEPOSITS	698,730.29
105	ECONOMIC DEVELOPMENT GRT	6,240,183.54
107	LIABILITY/DEDUCTABLE INSURANCE	447,533.21
109	2004 CAPITAL OUTLAY GRT	10,489,342.96
114	SIDEWALK REVOLVING LOANS	134,785.99
119	11 GRT REF/IMP REV BOND	1,091,309.33
121	2015 GO BONDS-FUN CENTER	3,214,127.38
122	2015 GO BONDS - STREETS	2,098,042.65
901	HOUSING LOW RENT OPER	96,465.47
903	HOUSING HOMEOWNERSHIP OPR	111,011.49
TOTAL:		67,023,418.17

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 08/01/2017

Report No: 8.

Submitted By: Rachel Hughs

Subject: Approve Resolution No. 2017-24 authorizing the Mayor to execute the agreement for membership in the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG). *(Rachel Hughs, City Clerk)* **(Roll Call Vote required)**

Fiscal Impact: \$9,121.00

Amount Budgeted: \$10,000.00

Fund: 011-2400-419-56-45

Additional Fiscal Impact:

Recommendation: Approve Resolution No. 2017-24.

Background: The City is currently a member of SNMEDD/COG, and the proposed Resolution will continue the membership for the next fiscal year. The annual membership fee for the coming year is \$9,121. This is a standard resolution required by SNMEDD/COG and approved annually by the City Commission.



Dora Batista
Executive Director

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203
Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

RECEIVED

JUL 06 2017

CITY CLERK

July 1, 2017

Dear SNMEDD/COG Member:

With regard to your annual membership in the District for the 2017/2018 fiscal year, we have enclosed the following:

- I. **AGREEMENT** – required by the Department of Finance and Administration for disbursement of local funds and which conforms to state regulations. Two copies are enclosed. After the Agreement has been executed, please keep one copy and return one to our office.
- II. **RESOLUTION** – upon approval by your council or commission, it is to be signed, attached to and distributed with the attached Agreement.
- III. **2017-2018 ASSESSMENT SCHEDULE AND BUDGET FOR 2017-2018** enclosed for your information.
- IV. **WORK PROGRAM FOR STATE APPROPRIATED FUNDS** – enclosed for your information.
- V. **INVOICE** – enclosed for billing and bookkeeping purposes. Please return one copy with your check.

The most recent audit and financial statements are available upon request.

As you know, we are in the process of finalizing the SNMEDD/COG budget for the coming year and your prompt attention is greatly appreciated.

If you have any questions or require further information, please feel free to contact me. Thank you for your support and letting us serve you.

Sincerely,

Dora Batista
Executive Director

DB/pm
Enclosures

AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the City of Alamogordo a member of said District (hereinafter known as the "Member") is as follows:

I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:

- A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.
- B. Furnish technical and management assistance in the development of planning activities.
- C. Coordinate local planning with that of other Members of the District and the State.
- D. Assist in community and economic development, transportation and public works projects.
- E. Assist member governments with their legislative activities.
- F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.
- G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.
- H. Engage in such other activities as are necessary to improve area development and address regional problems.

II. The Member agrees to the following:

- A. To remain an active member of the District.
- B. To make an annual contribution of \$ 9,121.00 to the District as recognition of active membership.

Entered into this _____ day of _____, 2017, at

New Mexico

ATTEST:

Mayor/Commission Chairman

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

Clerk

ATTEST:

David Venable, President

Dora Batista, Secretary

SNIMEDD
PROPOSED BUDGET 2017-2018

	District Operations		RTPO		TOTAL	
	Jul '17-Jun '18	Budget	Jul '17-Jun '18	Budget	Jul '17-Jun '18	Budget
Ordinary Income/Expense						
Income						
Contracts And Fees Income		17,000.00		0.00	0.00	17,000.00
Fed. Govt.		70,000.00		0.00	0.00	70,000.00
Grants		138,638.00		0.00	0.00	138,638.00
Interest Income		100.00		0.00	0.00	100.00
Member Dues		102,790.00		0.00	0.00	102,790.00
Reimbursement Income		500.00		85,000.00	0.00	85,500.00
St. Govt. Approp.		84,714.29		0.00	0.00	84,714.29
Total Income	0.00	411,740.29	0.00	85,000.00	0.00	496,740.29
Gross Profit	0.00	411,740.29	0.00	85,000.00	0.00	496,740.29
Expense						
Advertising		500.00		1,000.00		1,500.29
Audit		17,000.00		1,500.00		18,500.00
Communication		8,000.00		3,000.00		11,000.00
Contract Services		55,000.00		5,285.00		60,285.00
Equip Lease/Repair		6,000.00		1,000.00		7,000.00
Equip. Purchases		4,000.00		2,000.00		6,000.00
Fringe Benefits		55,000.00		10,000.00		65,000.00
Payroll Taxes and Expense		14,000.00		4,000.00		18,000.00
Program Operations		80,000.29		6,000.00		86,000.00
Salary and Wages		161,240.00		48,235.00		207,475.00
Travel		20,000.00		5,000.00		25,000.00
Vehicle Debt Service		6,000.00		0.00		6,000.00
Vehicle Replacement Fund		5,000.00		0.00	0.00	5,000.00
Total Expense	0.00	411,740.29		85,000.00	0.00	496,740.29
Net Ordinary Income	0.00	0.00		0.00	0.00	0.00
	0.00	0.00		0.00	0.00	0.00

Invoice

Invoice Date: July 1, 2017

Richard Boss, Mayor
City of Alamogordo
1376 E. Ninth
Alamogordo, NM 88310-5855

DESCRIPTION

AMOUNT

FY 2017-2018 MEMBER GOVERNMENT CONTRIBUTION

\$9,121.00

Total Due \$9,121.00

- Please make checks payable to Southeastern New Mexico Economic Development District.

T h a n k Y o u

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE

MEMBER	<u>2016-2017</u>	<u>2017-2018</u> <u>CURRENT</u>
Chaves County	\$8,000	\$8,000
Eddy County	\$8,000	\$8,000
Lea County	\$8,000	\$8,000
Lincoln County	\$7,000	\$7,000
Otero County	\$8,000	\$8,000
Town of Dexter	\$1,000	\$1,000
Town of Hagerman	\$1,000	\$1,000
Town of Lake Arthur	\$1,000	\$1,000
City of Roswell	\$13,588	\$13,588
City of Artesia	\$3,450	\$3,450
City of Carlsbad	\$7,641	\$7,641
Village of Hope	\$1,000	\$1,000
Village of Loving	\$1,000	\$1,000
City of Eunice	\$1,000	\$1,000
City of Hobbs	\$10,237	\$10,237
City of Jal	\$1,000	\$1,000
City of Lovington	\$3,303	\$3,303
Town of Tatum	\$1,000	\$1,000
Village of Capitan	\$1,000	\$1,000
Town of Carrizozo	\$1,000	\$1,000
Village of Corona	\$1,000	\$1,000
Village of Ruidoso	\$2,450	\$2,450
City of Ruidoso Downs	\$1,000	\$1,000
City of Alamogordo	\$9,121	\$9,121
Village of Cloudcroft	\$1,000	\$1,000
Village of Tularosa	\$1,000	\$1,000
TOTALS:	\$102,790	\$102,790

RESOLUTION NO. 2017-24

APPROVING THE AGREEMENT BETWEEN THE CITY AND SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG (SNMEDD)

WHEREAS, the City Commission for the City of Alamogordo, New Mexico, hereinafter referred to as the Municipality, is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG; and,

WHEREAS, in accordance with Article 58, §4-58-1 to §4-58-6 NMSA 1978, an agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/COG is required; and,

WHEREAS, it is the desire of the Municipality to continue as an active member of the Southeastern New Mexico Economic Development District/COG.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission for the City of Alamogordo, New Mexico that:

1. The Agreement attached to this Resolution expresses the desires and intent of the Municipality.
2. The Agreement attached is hereby ratified and approved and the proper officials of the Municipality are hereby authorized and instructed to affix their signatures thereto.
3. A copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic Development District/COG, and shall be made a part of the budget documentation of the Municipality.

DONE this 9th day of August, 2017.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Petria Schreiber, City Attorney

**Southeastern New Mexico Economic Development District/
Council of Governments**

FY 2017-2018 ANNUAL WORK PLAN

**State of New Mexico
Grant-In-Aid Program**

July 1, 2017

The following are functions, measures, targets and tasks the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) will complete in fulfillment of its obligation to its member governments and the State of New Mexico Department of Finance and Administration-Local Government Division to provide planning, technical assistance and capacity building services to local governments in southeastern New Mexico.

Function 1. Submit reports, budgets and planning outcomes to the Local Government Division.

- Task 1.1 Prior to July 1, 2017 submit a Board approved Annual Work and Operations Budget to the Local Government Division.
- Task 1.2 Submit Quarterly Progress Reports and payment reimbursement invoices to the Local Government Division no later than the 15th day of the month (January, April, July, October) following the close of each quarter. Quarterly reports must be approved by the Board of Directors prior to submittal. The Annual Report will be submitted following the Annual Meeting in January, 2018.
- Task 1.3 Provide professional development training to staff at least once annually.
- Task 1.4 Schedule and include as an agenda item for each quarterly meeting of the Board of Directors a training component to benefit local elected officials.

Task 1.5 Attend regularly scheduled meetings member government city and/or commission, special purpose meetings to which we are invited to provide technical assistance or conduct hearings and meetings of the New Mexico Association of Regional Councils.

Task 1.6 Attend regularly scheduled Board Meetings of the Southwest Regional Executive Directors Association and the National Association of Development Organizations (NADO).

Task 1.7 Conduct Mayors' Summits to provide training to local elected and appointed officials on programs, services and current issues of interest once a year.

Benefit to New Mexico Citizens: Increased timeliness of reporting activities. Increased capacity of regional planning district. Better coordination between regional and state levels.

Function 2. Community Development Block Grant, Economic Development Public Works Assistance, Colonias Infrastructure Fund and other funding assistance programs—Provide local governments with application and general technical assistance

Task 2.1 Inform all members of CDBG, EDA, USDA, CIF and other funding program rule changes and Notifications of Funding Assistance (NOFA) within 15 days of the adoptions of the rule changes or NOFA.

Task 2.2 Prepare and complete funding assistance applications for members upon their request including the conducting of public hearings as may be necessary.

Task 2.3 Provide Grant Administration and Technical Assistance to member governments upon approval of a contractual agreement between the local government and the funding agency.

Task 2.4 Coordinate presentations to the Community Development Council and Colonias Infrastructure Fund Board by our member governments seeking CDBG or CIF funding.

Task 2.5 Notify each CDBG or CDF grantee that their attendance is mandatory at the Grant Implementation Workshops.

Task 2.6 Assist local governments with the updating of the comprehensive plans

Benefit to New Mexico Citizens: Better prepared funding assistance applications and presentations. Well implemented and administered project grants.

Function 3. Infrastructure Planning—Coordinate the ICIP process regionally.

Task 3.1 Sponsor ICIP training session that will be presented to local governments and others by a member of the DFA/LGD staff.

Task 3.2 Assist and provide local governments technical assistance with the development and submittal of the ICIP.

Task 3.3 Encourage local municipal, county governments and other entities to include operation and maintenance costs in the ICIP.

Task 3.4 Encourage submission of ICIP to the State

Task 3.5 Encourage members to develop financing plans for each of their top five ICIP priorities, including a project description, secured sources of funding and, where applicable, utility rate structure and asset management plans.

Task 3.6 Have staff attend and assist local government members to attend, through the provision of scholarships, the annual New Mexico Infrastructure Finance Conference.

Task 3.7 Conduct regional clearinghouse review, as may be necessary for all applications submitted to funding agencies.

Benefits to New Mexico Citizens: Timely and meaningful local infrastructure planning connected to financing sources.

Function 4. Capital Outlay—Increase quality of project planning, legislative representation and administration.

- Task 4.1 Assist local entities seeking assistance in the preparation and submission of capital outlay request forms through informational workshops and direct application technical assistance.
- Task 4.2 Work with Legislators throughout the region on locally established capital improvement priorities by holding project vetting hearings on a county by county basis.
- Task 4.3 Assist with testimony or information as might be required during the legislative session.
- Task 4.4 Prepare a preliminary list of projects submitted by local entities and submit list to local legislators.
- Task 4.5 Track capital outlay legislation relevant to community development, infrastructure improvement projects and project planning and programming.
- Task 4.6 Work with local elected officials to complete on-going projects in a timely manner or recommend reauthorization, re-appropriation or reversion of grant funds as may be necessary.

Benefit to New Mexico Citizens: Better and more timely use of taxpayer funds to support local infrastructure projects

Function 5. Rural Support—Build capacity of local governments, rural water associations and other rural organizations.

- Task 5.1 Coordinate a minimum of one training session in planning, budgeting, finance, auditing and/or administration for District Officials and their staffs.
- Task 5.2 Work with rural water associations, community ditches, acequias and other non-members on capital project planning. Assistance may be based on a Board approved fee for service schedule.

- Task 5.3 Engage rural members and non-members requesting assistance in "project prospectus development", develop, review and vet projects seeking funding sources to meet specific project needs. Assistance may be based on a Board approved fee for service schedule.
- Task 5.4 Offer a training workshop to rural water associations and other non-member organizations in each county on the capital improvement project planning process.
- Task 5.5 Provide scholarships for local government staff and/or elected officials to attend capacity building training, workshops and conferences sponsored by state, regional and national planning and development organizations.
- Task 5.6 Provide US Census data information and support for the region as the US Census Bureau Affiliate.
- Task 5.7 Provide public relations for the SNMEDD and local governments through continuous media dissemination.
- Task 5.8 Meet with community elected and appointed officials and key community leaders to increase community capacity building foundation.
- Task 5.9 Educate and inform the general public, legislative and congressional law makers about the negative impact of regulatory constraints on local economies.

Function 6. Transportation—Provide local governments with assistance to improve the region's transportation system for the efficient movement of goods, services, and people.

- Task 6.1 Compile and maintain a database of transportation-related projects that may be contemplated or that are ready to be implemented for local governments within the region.
- Task 6.2 Maintain transportation-related technical information on the website, as available, to assist local governments and others in packaging applications that improve the infrastructure of the region.

- Task 6.3 Provide orientations or similar training to newly appointed RPO members representing local governments, preparing them in their roles on the Regional Transportation Policy and Technical Committees.
- Task 6.4 Meet with local elected officials, informing them of the transportation-related programs and activities available to them through the Southeastern Regional Planning Organization (SERPO) and encourage their input in regional transportation planning.
- Task 6.5 Maintain and provide the SERPO regional transportation planning function in concert with the New Mexico Department of Transportation.
- Task 6.6 Organize, schedule and host, as necessary, SERPO Policy Committee and Technical Committee meetings.

Benefit to New Mexico Citizens: Assist in the development of a comprehensive transportation network and infrastructure improvements plan to move people, goods and services efficiently.

Function 7. Provide resources toward the development of new business or business expansions to retain and create jobs.

- Task 7.1 Prepare a Comprehensive Economic Development Strategy update for submittal to our local government members and the Economic Development Administration (EDA) under the guidance and rules established by EDA.
- Task 7.2 Meet quarterly with the region's five economic development corporation/entities to gather and share information.
- Task 7.3 Support the energy industry in the region by attending energy related workshops and meeting quarterly with energy related professionals.
- Task 7.4 Support and promote the local agriculture and related value added industries.

Task 7.5 Provide business counseling and training to prospective and existing small business owners through the operation of the Small Business Development Center with Eastern New Mexico University-Roswell.

Benefit to New Mexico Citizens: Develop regional resources to improve and strengthen the existing core for sustainable communities.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 08/01/2017

Report No: 9.

Submitted By: Kathy Gilsdorf

Subject: Consider, and act upon, the approval of Resolution No. 2017-25 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of August 9, 2017. *(Kathy Gilsdorf, Budget Analyst)* **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Beginning Cash Balances \$0
Revenues \$0
Expenditures \$132,000 Increase
Transfers In/Out \$0
Net Impact (\$132,000) Decrease

Recommendation: Approve Resolution 2017-25 **(Roll Call vote required)**

Background: The City Commission adopted the Fiscal Year budget on May 23, 2017. The Department of Finance & Administration granted preliminary approval of the City of Alamogordo's Fiscal Year 2017-2018 Preliminary Budget on June 15, 2017. Resolution 2017-25 amends the Budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of revisions are attached for your review.

RESOLUTION NO. 2017-25

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2017-2018.

WHEREAS, the City of Alamogordo, New Mexico wishes approval to change some of the budget line item figures of various funds; and

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written interim approval to the City of Alamogordo, New Mexico's annual budget on June 15, 2016, for fiscal year 2017-2018; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2017-2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2017-2018 be and hereby is revised as of August 9, 2017 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2017-2018 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on August 9, 2017 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2017-2018.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 9th day of August 2017.

CITY OF ALAMOGORDO, NEW MEXICO,
A NEW MEXICO MUNICIPAL CORPORATION

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, Asst. City Attorney

**ALL FUNDS SUMMARY
BUDGET 2017-2018**

1/12TH REQ RSRV
1,232,951
Fund Reserve Policy
487,127
Bal. Remaining
3,750,556

FY18 BUDGET - RESOLUTION 2017-25 (#2) AUGUST 9, 2017

FUND NO.	FY 2017-2018 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	9,237,045	17,009,481	867,803	6,716,283	(5,848,480)	14,795,412	5,602,634	1,720,078	3,882,556
	Revision #1	0	0	0	132,000	(132,000)	0	(132,000)		(\$132,000)
	Total Revised Fund 11	9,237,045	17,009,481	867,803	6,848,283	(5,980,480)	14,795,412	5,470,634	1,720,078	3,750,556
12	INTERNAL SERVICE FUND	0	450,889	2,897,780	0	2,897,780	3,311,184	37,485		\$37,485
15	CORRECTIONS-JAIL	20,023	81,072	11,410	1,530	9,880	105,975	5,000		\$5,000
16	LODGER'S TAX-PROMOTIONAL FUND	151,135	212,113	0	4,584	(4,584)	331,559	27,105		\$27,105
17	POLICE COURT BOND	10,738	0	0	0	0	0	10,738		\$10,738
19	COURT AUTOMATION FUND	24,415	81,688	0	29,303	(29,303)	65,462	11,338		\$11,338
20	LODGER'S TAX-CITY	203,807	402,858	208,987	45,445	163,542	675,720	94,487		\$94,487
21	D.A.R.E. DONATIONS FUND	21,698	4,102	0	0	0	13,309	12,491		\$12,491
22	DESIGNATED GIFT FUND	25,432	0	0	25,432	(25,432)	0	0		\$0
24	GRANT CAPITAL IMPROVEMENT	0	251,463	0	0	0	150,696	100,767		\$100,767
27	MUNICIPAL COURT OPERATIONS	0	10,000	414,230	6,977	407,253	412,253	5,000		\$5,000
28	POLICE CONTINGENCY	49,810	3,927	0	0	0	7,700	46,037		\$46,037
31	CEMETERY-PERPETUAL CARE	808,115	20,666	0	0	0	0	831,105		\$831,105
32	COMMUNITY SERVICES	1,775	723,964	3,782,760	519,875	3,262,885	3,983,624	5,000		\$5,000
	Revision #1	0	0	132,000	0	132,000	132,000	0		\$0
	Total Revised Fund 32	1,775	723,964	3,914,760	519,875	3,394,885	4,115,624	5,000	0	5,000
33	FIRE PROTECTION	558,188	460,218	0	0	0	938,187	80,219	45,056	\$35,163
36	LAW ENFORCEMENT FUND	0	110,128	0	0	0	110,128	0		\$0
37	STATE HIGHWAY FUND	120,241	37,617	0	752	(752)	28,200	128,906		\$128,906
38	TRAFFIC SAFETY FUND	56,481	23,420	0	0	0	28,000	51,901		\$51,901
39	STATE JUDICIAL	21,037	75,500	0	0	0	75,500	21,037		\$21,037
40	AIRPORT IMPROVEMENT PROJECTS	12,763	0	0	0	0	0	12,763		\$12,763
42	1984 GROSS RECEIPTS TAX	3,461,622	1,659,501	0	4,669,978	(4,669,978)	0	451,145	217,173	\$233,972
44	TRANSPORTATION FUND	8,661	2,825,684	1,818,669	160,620	1,658,049	4,492,394	0		\$0
48	NEW MEXICO C.D.B.G.	0	170,512	0	0	0	0	170,512		\$170,512
49	1986 GROSS RECEIPTS TAX	9,568,712	1,714,883	0	10,022,074	(10,022,074)	572,945	688,576	268,113	\$420,463
50	PROPERTY ACQUISITION	76,821	0	0	0	0	0	76,821		\$76,821
53	GENERAL OBLIGATION	770,189	1,040,227	0	0	0	1,034,106	776,310		\$776,310
54	REVERSE OSMOSIS PROJECT RSV	0	3,933,649	6,339,072	0	6,339,072	9,584,885	687,836		\$687,836
56	99 GRT FLOOD CONTROL BOND PROJ	230,842	1,254	3,787,666	0	3,787,666	4,019,762	(0)		(\$0)
59	REVENUE BOND P & I FUND	151,687	334	3,768,928	0	3,768,928	2,667,611	1,253,338		\$1,253,338
61	MUNICIPAL INFRASTRUCTURE .0625%	561,853	391,535	0	831,557	(831,557)	0	121,831		\$121,831
63	COMMUNITY DEVELOPMENT	0	75,690	427,916	52,897	375,019	382,163	68,546		\$68,546
69	1994 GROSS RECEIPTS	2,158,582	1,642,017	0	3,573,853	(3,573,853)	0	226,746	226,408	\$338
71	ALAMO SENIOR CENTER	430	766,923	482,729	0	482,729	1,245,082	5,000		\$5,000
74	ALAMO SENIOR CENTER GIFT	86,101	28,951	0	754	(754)	48,778	65,520		\$65,520
75	RETIRED & SENIOR VOL. PROGRAM	100	249,393	36,566	19,593	16,973	261,466	5,000		\$5,000
81	WATER/SEWER OPERATING	13,980,988	14,515,467	2,630,181	2,096,435	533,746	26,577,161	2,453,040	988,773	\$1,464,267
82	98 JT WATER/SEWER BOND P&I	1,199,542	14,714	2,007,217	0	2,007,217	1,932,478	1,288,995	1,288,995	(\$0)

86	SOLID WASTE COLLECTION SYS.	471,060	2,063,153	110,000	126,980	(16,980)	2,031,540	485,693	320,293	\$165,400
88	BONITO CAMPGROUND	311,255	66,694	0	0	0	2,714	375,235		\$375,235
89	ESGRT .0625%	2,062,446	399,387	0	125,000	(125,000)	312,538	2,024,295	230,180	\$1,794,115
90	GOLF COURSE	0	1,422,400	245,313	51,151	194,162	1,611,562	5,000		\$5,000
91	AIRPORT	113,788	340,780	261,371	33,625	227,746	612,419	69,895	35,858	\$34,037
94	OTERO GREENTREE REG LANDFILL	4,617,378	1,212,861	0	1,720	(1,720)	3,325,908	2,502,611	1,558,302	\$944,309
96	SELF-INSURED FUND	480,308	67,515	0	0	0	56,413	491,410		\$491,410
98	PAYROLL CLEARING	207,283	0	0	0	0	0	207,283		\$207,283
104	UTILITY DEPOSITS	729,273	0	0	0	0	0	729,273		\$729,273
105	ECONOMIC DEVELOPMENT	6,956,909	914,557	0	0	0	737,246	7,134,220		\$7,134,220
107	SELF INSURED/LIABILITY	1,057,436	4,865	140,640	0	140,640	190,000	1,012,941		\$1,012,941
109	2004 GRT CAPITAL OUTLAY	11,924,451	3,351,562	0	1,122,820	(1,122,820)	12,117,379	2,035,814	559,361	\$1,476,453
113	2009 G.O. BOND ACQ FUND	7,704	0	0	0	0	0	7,704		\$7,704
114	SIDEWALKS REVOLVING LOANS	134,786	1,465	0	0	0	32,360	103,891		\$103,891
115	CORP ESCROW ACCOUNT RESERVE	2,000,000	0	0	0	0	0	2,000,000		\$2,000,000
116	REG WATER SUPPLY TRANS LN	2,886	0	0	0	0	0	2,886		\$2,886
117	2011 JT W/S REF/IMP REVBD	7,053	0	0	0	0	0	7,053		\$7,053
119	2012 GRT REF/IMP REVBD	3,239,079	21,970	0	0	0	3,108,082	152,967		\$152,967
121	2015 GO BONDS-FUN CENTER	3,214,127	64,297	0	0	0	3,161,121	117,303		\$117,303
122	2015 GO BONDS-STREETS	2,098,043	37,178	0	0	0	1,964,484	170,737		\$170,737
901	HOUSING LOW RENT OPERATING	976,110	831,551	0	0	0	953,822	853,839	197,289	\$656,550
903	HOUSING HOMEOWNERSHIP OPER	763,810	45,887	0	0	0	97,830	711,867	5,339	\$706,528
904	HOUSING CAPITAL FUND PROJECTS	0	290,016	0	0	0	290,016	0		\$0
TOTALS FY2018		84,954,018	60,125,978	30,371,238	30,371,238	0	108,589,174	36,493,146	9,381,296	32,587,484

Prior Resolution 84,954,018 60,125,978 30,239,238 30,239,238 0 108,457,174 36,625,146

2 Preliminary FY18 Budget 2017-25 (0) 0 132,000 132,000 0 132,000 (132,000)

Resolution # 2017-25 August 9, 2017

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
<u>REVISION #1</u>						
Revision is to temporarily transfer funds for the Zoo Perimeter Fencing from the General Fund until funds are available from the Natatrium Loan.						
	11	GENERAL FUND				
		<i>Transfers Out</i>				
		011-0000-491.18-32	Transfer to (32) Community Services	0	132,000	132,000
	32	COMMUNITY SERVICES				
		<i>Transfers In</i>				
	CS1701	032-0000-391.19-11	Transfer Fr (11) General Fund	3,777,626	132,000	3,909,626
		<i>Expenditures</i>				
	CS1701	032-6306-452.60-00	Capital Outlay	96,704	132,000	228,704

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 08/01/2017

Report No: 10.

Submitted By: Julianne Hall

Subject: Consider and act upon the Quarterly Financial Report for the period ending June 30, 2017. *(Julianne Hall, Finance Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Accept the Quarterly Financial Report for the period ending June 30, 2017.

Background: Reports included with the Quarterly Financial Report:

1. June Quarterly Report
2. June Quarterly Financial Review for: General Fund, Special Revenue Funds, Capital Projects Funds, Debt Service Funds, Enterprise Funds, Internal Service Fund, and Trust & Agency Funds.
3. June 2017 Revenues, Expenditures, and Transfers
4. GRT Budget

City of Alamogordo
Finance Department
Fiscal year 2017
Quarterly Financial Review
Period Ending
June 30, 2017

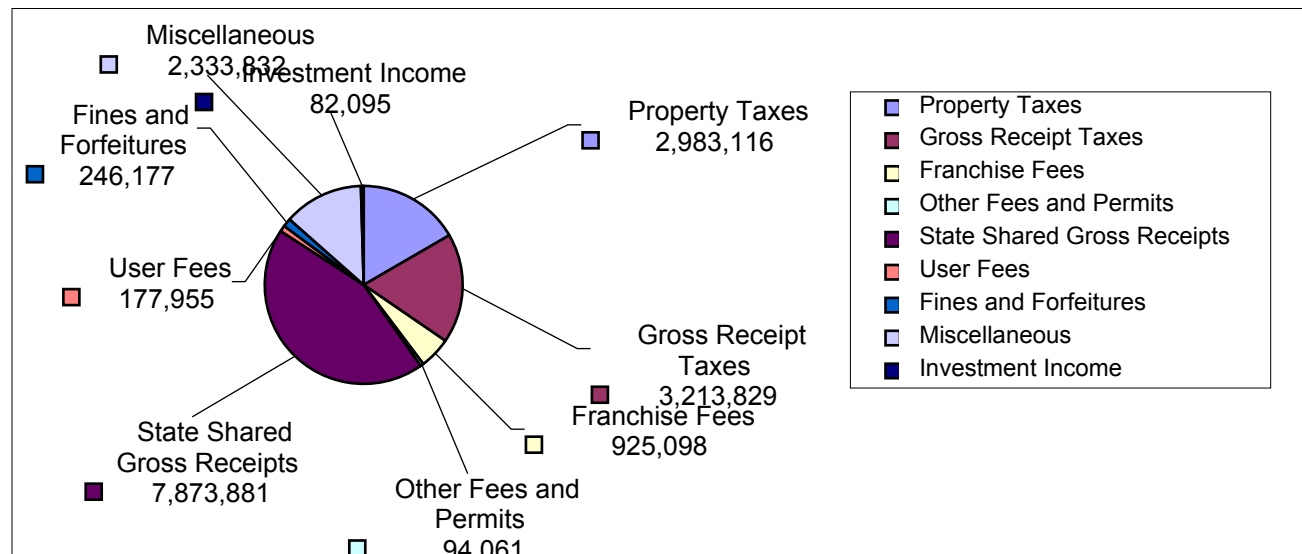
Submitted for your review is the quarterly report of the City's financial information for the period ending June 30, 2017. The intent of this report is to provide the Commission, staff and citizens with an overview of the financial condition of the City for the Fourth quarter of Fiscal year 2017. This period represents **100%** of the fiscal year. A summary of the report is as follows:

General Fund

Revenues	98.59%
Transfers In	71.33%
Transfers Out	86.33%
Expenditures	81.55%

The General Fund is used to account for all activities typically considered governmental functions of the city. Through June 30, 2017, the City has collected \$17,930,044 in General Fund Revenues, which represents approximately 98.59% of the total General Fund Revenue Budget for the fourth quarter. The General fund Revenue came in slightly below budget by \$256,944 or 1.41%.

Below shows the city's top nine (9) General Fund Revenue Sources.



Expenditures for the 4th quarter of the fiscal year came in at 81.55% of budget. Overall total operating expenses for the General fund are 18.45% below the quarter mark.

Special Revenue Funds:

Revenues	76.08%
Transfers In	78.04%
Transfers Out	47.46%
Expenditures	64.43%

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. As seen on the report, total revenues are at 23.92% below the fourth quarter budget and the expenditures are at 35.57% below. These funds will vary in collection and receipts as Court Automation, Corrections; Police Contingency Fees are based on activity of the courts and police department. Other funds include Grants that are received after expenditures are made and submitted for reimbursement.

Fund 15 Correction – Jail Fund is established to account for the expenses related to jail costs. Funds are transferred from the General Fund (11). Revenues are at 119.43% and expenditures are at 53.43%. Revenues are 19.43% above and expenditures are 46.57% below the quarterly budget. Revenues are 19.43% above due to Liquor License Registration actuals coming in at \$7,015 and the budget was \$5,550. Also, Correction Fees were budgeted at \$74,775 and actual revenues are \$88,916. Expenditures are 46.57% below budget due to Prison Support being 47.10% below the budget.

Fund 16 Tourism and Promotions – Lodger’s Tax acts as point of contact for tourist-related information by representing and promoting the City of Alamogordo. Revenues are at 104.41% and expenditures are at 63.77%. Overall revenues are in line with the fourth quarter budget. Operating expenses are 36.23% below the budget for the fourth quarter. There has been little activity in training, travel, and miscellaneous events accounts.

Fund 19 Court Automation accounts for the collection and disbursement of a \$6.00 fee for all violations of municipal ordinances and \$13.00 for violations of penalty assessment by City ordinance. The court automation fees are used to maintain statewide computers systems for Municipal Courts and automation costs for Municipal Court. The revenues are at 80.64% as of this quarter and expenditures are at 88.13%. Overall revenue for the fund are 19.36% below budgetary estimations and expenditures are 11.87% below the fourth quarter budget. Court Automation Fees for the revenue are 23.53% below the budget estimate. Payroll expenses were down an average of 37.29% for the 4th quarter budget.

Fund 20 Lodger’s Tax – City’s Share Civic Center – provides facilities and services for meetings, seminars, conventions, trade expositions, concerts, and social, educational, cultural, business or entertainment events plus maintains the exterior of the Chamber of Commerce building. Revenues are at 98.95% and expenditures are at 58.23% for the fourth quarter. Revenues for the fund are in line with the budgetary estimates. Expenditures are 41.77% below budget. Facility Improvements are 91.11% below budget.

Fund 21 D.A.R.E accounts for receipts and disbursements of monies donated by individuals who are court ordered to contribute to the program as part of their sentencing. This account continues to receive contributions from citizens/organizations in Alamogordo. This comprehensive program provides funding for officers that teach students annually. Revenues are 270.96% for the fourth quarter and expenditures are at 66.94%. Revenues are 170.96% over budget. The significant reasons for this is donations are budgeted at \$5,300 and as of this quarter actual revenues are \$14,524, which is 274.03% of the estimated budget for this year. Expenditures are at 33.06% below budgetary estimates.

Fund 27 Municipal Court accounts for fees imposed on individuals convicted of any offense relating to the operation of a motor vehicle. Revenues are at 127.82% for the fourth quarter and expenditures are at 96%. Revenues are 27.82% over budget. Bench Warrant Fees are 127.82% over budget. Operating expenses for the fund are in line with the budgetary estimates.

Fund 28 Police contingency accounts for the revenue and disbursement of confiscated items and the expense of confidential criminal investigations. Revenues are at 94.91% for this quarter and expenditures are 90.86%.

Fund 32 Community Services combines several departments that provide services to the City and accounts for the financing of goods and services to the community. Revenues are 64.98% and expenditures are 84.59%. Revenues are 35.02% below the budgetary estimations for this quarter. The Library State Grant is 50.55%, Zoo Gift Shop Income is 20.39%, and Recreation Memberships are 33.67% below the estimated budget. Expenditures are 15.41% below budgetary estimations.

Fund 33 State Fire Protection accounts for revenues accumulated by the state from taxes of fire and vehicle insurance companies. These funds are distributed to local public bodies for the operation, maintenance, and improvement of fire protection services throughout the state. These funds must be applied for annually. Revenues are 105.83% and expenditures are 53.93% of the budget. Revenues for the fund are in line with the budgetary estimates. Operating expenses are 46.07% below budget.

Fund 36 Law Enforcement Grant is currently used to track expenditures and revenues from grant funding for the City of Alamogordo Police Department. Revenues are 63.03% and expenditures are 76.41% of the budget. Revenues are 36.97% below the budget due to only receiving 19.95% of the DWI Traffic Grant. Operating expenses are 23.59% below budget due to no activity in the program supplies, training, and travel accounts.

Fund 37 Keep Alamogordo Beautiful (KAB) is the City's litter eradication, beautification, waste reduction and community education program. Funding is made possible from an annual grant through New Mexico Clean and Beautiful, a division of the State of New Mexico Tourism Department. Revenues are 74.87% and expenditures are 59.87% for the quarter. Revenues are 25.13% below budget due to only receiving 30.02% of the Keep Alamogordo Beautiful Grant. Expenditures are 40.13% below the fourth quarter budget.

Fund 38 Traffic Safety is created for education and enforcement by attaching a fee to each penalty assessment and traffic conviction under the State Motor Vehicle Code. These monies are used for public outreach programs and education activities, as well as for law enforcement needs to promote traffic safety in the area. Revenues are 109.43% for the fourth quarter and expenditures are 93.50%. Revenues for the fund are 9.43 over budget. Expenditures are 6.50% over budget.

Fund 44 Transportation was established to account for the one-cent gasoline tax revenues earmarked for local street and bridge capital items. The Gas Tax Reserve comes from the excise tax of gasoline sales in the City. Revenues are 31.08% and expenditures are 46.71% of the budget. Revenues are 68.92% below the budget due to not receiving the State Grant and only 7.43% of the Federal Grant as of the fourth quarter. Expenditures are 53.29% below the budget for the fourth quarter.

Fund 63 Engineering provides project planning, budgeting, engineering and design, and project management for the city's capital projects. This department provides operational support and consulting to other departments. Revenues are 46.93% and expenditures are 69.21% for the fourth quarter budget. Revenues are 53.07% below budget due to engineering fees budgeted at \$55,000 and actual revenues are \$17,675. Expenditures are 69.21% below the quarter budget. Expenditures for Consultant Fees was budgeted at \$35,405 and actual expenses were at zero.

Fund 71 Alamo Senior Center provides a variety of services for persons sixty (60) and over. It is a program governed by Federal Guidelines, administered by the North Central New Mexico Economic Development District/NM Aging & Long Term Services Department and sponsored by the City of Alamogordo. Revenues are 88.92% and expenditures are 87.05% of their budget. Revenues are 11.08% below and operating expenses are 12.95% below the budget.

Fund 75 Retired & Senior Volunteer Program enables seniors who are fifty-five (55) and older to volunteer a wide range of services to the City to meet the pressing needs of the community. Revenues are 86.54% and expenditures are 95.84% of their budget. Revenues are 13.46% below and operating expenses are in line with the budgetary estimates. The fund has only received 75.49% of the RSVP State Grant.

Fund 89 ESGRT accounts for a one-sixteenth of one percent gross receipts tax dedication to be used for the acquisition, construction, operations of solid waste, water facilities sewer systems and related projects. Revenues are 99.38% and expenditures are 48.05% of their budget.

Fund 96 Fleet Collision / Self Insurance provides the City with funds used toward self-paid and comprehensive claims on City-owned trucks and automotive equipment. Revenues are 75.39% and expenditures are 69.20% of their budget. The activity of this fund is contingent on claims.

Fund 107 Liabilities / Deductibles provides the City with an accounting of self-paid claims, NM unemployment security, and the deductibles for general liability. This fund also accounts for outside legal services related to claims that are not anticipated. Revenues are 9510.35% and expenditures are 28.66%. Revenues are 9403.02% over budget due to receiving an insurance reimbursement for Kids Kingdom for \$448,484 and no budget.

CAPITAL PROJECTS:

Revenues	74.71%
Transfers In	12.86%
Transfers Out	27.86%
Expenditures	29.51%

Capital Improvement revenues are 25.29% below the fourth quarter and expenditures are 70.49% below.

Fund 24 Grant Capital Improvement was created to account for miscellaneous projects that do not fit within any other specific fund, but must be accounted for in the budget. Projects vary in the implementation stage. Revenues are 68.21% and expenditures are 80.21% of budget. Projects in the fund are (PD1601) Police Department Vehicle Tech, (PSVE15) & (PSVE16) Police Department Vehicles, (PSBV06) Police Department Vest Program, (APDK92) Canine Program, (GC1501) CRFP NEP Planning and (FD1702) Radios & SCBAS.

Fund 40 Airport Improvement Fund accounts for the Federal, State, and City funding for Airport Improvement Projects. Revenues are 101.99% and expenditures are 100.00%. Project is (AP1502) Runway Construction. Revenues and Expenditures for the fund are in line with the budgetary estimates.

Fund 48 C.D.B.G is created to receive proceeds from State grants for the purpose of financing community housing rehabilitation and infrastructure projects for low to moderate income families residing in the area. Revenues are 30.98% and expenditures are 59.16%. Project for this fund is the (GC1402) Cope Building Improvement.

Fund 49 Gross Receipts Tax is to account for the one-quarter of one-percent gross receipts tax that is dedicated to the purpose of repair, upgrade, rehabilitate, replace and install water facilities outside of the City limits. Revenues are 99.31% and expenditures are 14.93%. Projects for this fund include (PW1003) La Luz Reservoirs, (PW1401) Desal Plant Design, and Well Improvements

Fund 50 Property Acquisition is for the purpose of acquiring right-of-way and easements necessary for the completion of City projects, as well as, expenses involved in the disposition of City property. Revenues are 113.24% and expenditures are 85.31%. Revenues are 13.24% above budget due to rental fees actuals are at 113.55% which is 13.55% above budget for the fourth quarter.

Fund 54 Reverse Osmosis Project (Desalination/Snake Tank) provides an alternate source of water for residents of the City by using reverse osmosis technology. Revenues are 31.18% and expenditures are 20.26%. This fund is used in conjunction with Fund 49. Projects for this fund are (PW1406) Desal Capital Outlay, (PW1401) Desal Plant Design, and (PW1404) Desal Plant Construction

Fund 56 GRT Flood Control Bond accounts for the financing of a portion of the cost of the acquisition, extension, enlargement, betterment, repair and improvement of a flood control project in cooperation with the United States Department of the Army Corp of Engineers. The project consists of the construction of the North Diversion Channel and the South/McKinley diversion and is expected to be constructed in phases over a ten (10) year period. Revenues are 99.78% and expenditures are 72.83%.

Fund 61 Municipal Infrastructure GRT Fund is used to account for the one-sixteenth (1/16) of one-percent gross receipt tax enacted in 1991. This increment is dedicated for either the payment of special obligation bonds issued pursuant to a revenue bond act or for repair, replacement, construction and acquisition of infrastructure improvements, including but not limited to, sanitary sewer lines, storm sewers and other drainage improvements, water, water rights, water lines and utilities, streets, alleys, right-of-way, easements and land within the municipality or within the extraterritorial zone. Revenues are 98.85%.

Fund 105 Economic Development Fund is for the purpose of economic development including marketing of the City to prospective new companies and employers. Revenues are 101.12% and expenditures are 18.61%.

Fund 109 Street Capital GRT accounts for the Municipal Capital Outlay Gross Receipts Tax and is dedicated to construction and improvements of streets. This fund is funded primarily from ¼% Municipal GRT. Revenues are 99.03% and expenditures are 6.99%.

Fund 119 2012 GRT Ref/Imp Revenue Bond Fund is for the purpose of providing funds for the acquisition, construction, improving, furnishing, equipping, rehabilitating, making additions to various buildings, streets, parks, recreational facilities and open space. Revenues are 99.37% and expenditures are 9.92% for the fourth quarter.

Fund 121 GO Bond – Fun Center Fund is to provide funds for the purpose of beautifying, improving, acquiring, constructing, equipping and improving land and buildings for public parks and related recreational facilities. Revenues are 94.56% and expenditures are 47.22%.

Fund 122 2015 GO Bond – Streets is to provide funds for the purpose on constructing, repairing and otherwise improving streets and bridges. Revenues are 101.96% and expenditures are 40.48%.

DEBT SERVICE

Revenues	95.59%
Transfers In	94.11%
Transfers Out	0.00%
Expenditures	98.57%

The primary purpose of the Debt Service Fund is to provide for the payment of interest and principal on long-term general obligation debt. The individual Funds are used to account for the accumulation of resources for and the payment of long-term debt principal and interest.

Fund 53 General Obligation- is to account for the servicing of principal and interest payments for any General Obligation Bonds. These bonds are pledged against property tax revenues. General Obligation Bonds are authorized by the voters of the City of Alamogordo.

Fund 59 Revenue Bond – is to account for the servicing of principal and interest payments for any debt pledged with Gross Receipts Tax Revenues. Revenue bonds may be issued for construction, purchasing, furnishing, equipping, rehabilitating, and making additions or improvements to one or more public buildings or purchasing and improving grounds. This fund receives GRT revenue transfers from funds 42 (1984 GRT), 49 (1986 GRT), 69 (1994 GRT), and 109 (2008 GRT). Revenue bonds are enacted by action of the City Commission and do not require voter approval.

Fund 82 JT. Water/Sewer Revenue – is to account for the servicing of principal and interest requirements on any debt pledge with Water/Sewer revenues. This fund receives transfers from funds 49 (1986 GRT) and 81 (Water/Sewer Operations).

Expenditures of Debt Service are strictly based on the debt obligation due dates and will not be consistent on a monthly allocation basis. Revenues and Expenditures for the fund are in line with the budgetary estimates.

ENTERPRISE:

Revenues	75.53%
Transfers In	69.93%
Transfers Out	96.37%
Expenditures	41.74%

Funds used to account for operations for which a fee is charged to external users for goods or services. Revenues are 24.47% below the quarter mark for all Enterprise funds combined and expenditures show to be 58.26% below the fourth quarter.

Fund 81 Water/Sewer Fund accounts for the operations and maintenance of the water and sewer services. Revenues are at 70.41% and expenditures are 33.02%. Revenues are 29.59% below due to receiving only 31.92% of the State Grant and no monies for the Federal Grant as of this quarter. Expenditures are 66.98% below budget.

Fund 86 Solid Waste Collection System Fund is responsible for the collection, recycling, and transfer of non-hazardous solid waste from area residents and contractors. The main solid waste collection operation is contracted with Southwest Disposal. Revenues are at 104.35% and expenditures are 92.49%. Both revenues and expenditures are in line with the fourth quarter budget.

Fund 88 Bonito Campground is responsible for the management and daily operation of the Bonito Campground. The Bonito Campground is currently funded by State and Federal Grants for restoration of the Lake. Revenues are at 8.67% and expenditures are 98.23%.

Fund 90 Desert Lake Golf Course is a full service 18-hole facility. It has a full service restaurant, a fully stocked pro shop, extensive practice facilities and driving range. Revenues are at 99.15% and expenditures are 100.50%. Both revenues and expenditures are in line with the fourth quarter budget.

Fund 91 White Sands Regional Airport is a general aviation airport owned and operated by the City of Alamogordo. The Airport is a designated United States Forest Service Fire Tanker Base. The Airport is funded by usage of the facility and by grants. Revenues are 44.34% and expenditures are 32.97% for the fourth quarter. Airport revenues are 55.66% below budget. State Grants has a budget of \$176,635 and actual revenues are \$6,245 which is 96.46% below budget. Operating expenses are 67.03% below budget.

TRUST & AGENCY:

Revenues	94.11%
Transfers In	0.00%
Transfers Out	100.00%
Expenditures	53.61%

Trust funds include funds that are held in trust for others. These funds vary upon the activity provided for each different fund. Public Housing Authority (PHA) is included in Trust and Agency.

Fund 22 Designated Gift Fund is established to account for receipts and disbursements of funds donated by other entities or private individuals for designated and specific purposes. Revenues are 97.05% and expenditures are 43.84% for the fourth quarter budget.

Fund 31 Cemetery-Perpetual Care Fund is established to account for the accumulation of funds for the future upkeep of the cemetery. The Cemetery-Perpetual Care Fund is supported from designated sales of cemetery lots sold. Revenues are 106.51% for the fourth quarter budget.

Fund 39 State Judicial Fund accounts for the collection and disbursement derived from convicted persons of traffic violations, and traffic violations of operating motor vehicles under the influence of alcohol or drugs. The City collects fines on behalf of the State and remits them on a monthly basis. Revenues are 69.03% and expenditures are 45.47% for this quarter.

Fund 74 Senior Gift Fund purpose is to provide additional items and equipment for the Senior Center which otherwise would not be available to the program. The Senior Gift Fund receives funding primarily from donations and fund raising events. Revenues are 129.93% and expenditures are 58.01% for this quarter.

Fund 94 Otero-Greentree Regional Landfill is owned by Otero and Lincoln County. The City is the Managing Agency for this operation and accounts for the daily operations and maintenance of the solid waste facility. Revenues are 102.41% and expenditures are 56.81% for the fourth quarter. Revenues are in line with the fourth quarter budget. Expenditures are 43.19% below the budget.

Fund 901 Housing Low Rent Operating assists income eligible families with housing needs within the guidelines set forth by Housing and Urban Development (HUD). This fund is funded from tenant rental revenue and Federal HUD Operating Subsidy. Revenues are 103.83% and expenditures are 87.74%. Revenues are in line with the budget for this quarter. Expenditures are 12.26% below the budget.

Fund 903 Housing Homeownership Operating assists income eligible families with housing needs within the guidelines set forth by Housing and Urban Development (HUD). This fund is funded from tenant rental revenue and sale of homeownership properties. This program is locally funded and does not use any federal funds. Revenues are 100.05% and expenditures are 98.81%. Both revenues and expenditures are in line with the fourth quarter budget.

Fund 904 Housing Capital Fund Projects is to promote adequate and affordable housing, economic opportunity and a suitable living environment. Capital funds are reserved for improvements on the investment of 221 public housing units. Revenues are 72.03% and expenditures are 0.00%

OVERALL COMBINED FUNDS:

Revenues	84.51%
Transfers In	56.40%
Transfers Out	56.4%
Expenditures	54.48%

Overall, revenue funds are 15.49% below budget and expenditures are 45.52% below budget for the fourth quarter.

Gross Receipts Taxes (GRT) for the fourth quarter were budgeted at \$21,405,805 and the actual GRT received for the fourth quarter came in at \$21,130,924.

GENERAL FUND																							
Revenues						Transfers In						Budget						Actual					
	Budget	Actual					Budget	Actual					Budget	Transfers Out				Budget	Actual				
11	18,186,987	17,930,043.42	98.59%	100.00%	1.41%	11	1,508,987	1,076,349.56	71.33%	100.00%	28.67%	11	5,222,367	4,508,312.08	86.33%	100.00%	13.67%	11	17,040,464	13,896,959.93	81.55%	100.00%	18.45%
	18,186,987	17,930,043.42	98.59%	100.00%	1.41%		1,508,987	1,076,349.56	71.33%	100.00%	28.67%		5,222,367	4,508,312.08	86.33%	100.00%	13.67%		17,040,464	13,896,959.93	81.55%	100.00%	18.45%

SPECIAL REVENUE FUNDS

Revenues						Transfers In					Transfers Out					Expenditures							
Corrections						Corrections						Environmental GRT					Fire Protection						
15	80,325	95,931.00	119.43%	100.00%	-19.43%	15	92,369	7,842.30	8.49%	100.00%	91.51%	15	-	-	0.00%	100.00%	100.00%	15	180,251	96,307.92	53.43%	100.00%	46.57%
19	80,685	65,062.85	80.64%	100.00%	19.36%	19	-	-	0.00%	100.00%	100.00%	19	-	-	0.00%	100.00%	100.00%	19	81,013	71,393.20	88.13%	100.00%	11.87%
27	8,500	10,865.00	127.82%	100.00%	-27.82%	27	405,742	381,825.43	94.11%	100.00%	5.89%	27	-	-	0.00%	100.00%	100.00%	27	409,242	392,875.43	96.00%	100.00%	4.00%
169,510 171,858.85 101.39% 100.00% -1.39%						498,111 389,667.73 78.23% 100.00% 21.77%						-					670,506 560,576.55 83.61% 100.00% 16.39%						
Environmental GRT						Environmental GRT						Fire Protection					LEPF						
89	663,382	659,251.85	99.38%	100.00%	0.62%	89	-	-	0.00%	100.00%	100.00%	89	125,000	-	0.00%	100.00%	100.00%	89	602,662	289,607.27	48.05%	100.00%	51.95%
663,382 659,251.85 99.38% 100.00% 0.62%						-						125,000 - 0.00% 100.00% 100.00%					602,662 289,607.27 48.05% 100.00% 51.95%						
Fire Protection						Fire Protection						LEPF					Lodger's Tax						
33	603,187	638,351.89	105.83%	100.00%	-5.83%	33	-	-	0.00%	100.00%	100.00%	33	-	-	0.00%	100.00%	100.00%	33	885,601	477,561.72	53.93%	100.00%	46.07%
603,187 638,351.89 105.83% 100.00% -5.83%						-						-					885,601 477,561.72 53.93% 100.00% 46.07%						
LEPF						LEPF						Lodger's Tax					Municipal Street						
21	5,400	14,631.62	270.96%	100.00%	-170.96%	21	-	-	0.00%	100.00%	100.00%	21	-	-	0.00%	100.00%	100.00%	21	13,148	8,801.83	66.94%	100.00%	33.06%
28	3,359	3,188.04	94.91%	100.00%	5.09%	28	-	-	0.00%	100.00%	100.00%	28	-	-	0.00%	100.00%	100.00%	28	7,500	6,814.80	90.86%	100.00%	9.14%
36	114,840	72,380.92	63.03%	100.00%	36.97%	36	5,000	5,000.00	100.00%	100.00%	0.00%	36	-	-	0.00%	100.00%	100.00%	36	112,940	86,292.48	76.41%	100.00%	23.59%
38	22,412	24,526.33	109.43%	100.00%	-9.43%	38	-	-	0.00%	100.00%	100.00%	38	-	-	0.00%	100.00%	100.00%	38	22,500	21,036.44	93.50%	100.00%	6.50%
146,011 114,726.91 78.57% 100.00% 21.43%						5,000 5,000.00 0.00% 100.00% 100.00%						-					156,088 122,945.55 78.77% 100.00% 21.23%						
Lodger's Tax						Lodger's Tax						Municipal Street					Recreation						
16	212,094	221,452.94	104.41%	100.00%	-4.41%	16	-	-	0.00%	100.00%	100.00%	16	-	-	0.00%	100.00%	100.00%	16	324,078	206,659.34	63.77%	100.00%	36.23%
20	393,096	388,974.15	98.95%	100.00%	1.05%	20	220,000	11,013.10	5.01%	100.00%	94.99%	20	1,720	1,720.00	100.00%	100.00%	0.00%	20	708,939	412,785.00	58.23%	100.00%	41.77%
605,190 610,427.09 100.87% 100.00% -0.87%						220,000 11,013.10 5.01% 100.00% 100.00%						1,720 1,720.00 100.00% 100.00% 0.00%					1,033,017 619,444.34 59.96% 100.00% 40.04%						
Municipal Street						Municipal Street						Recreation					Senior Citizens						
37	39,400	29,499.03	74.87%	100.00%	25.13%	37	-	-	0.00%	100.00%	100.00%	37	-	-	0.00%	100.00%	100.00%	37	31,564	18,897.78	59.87%	100.00%	40.13%
42	1,667,758	1,652,551.70	99.09%	100.00%	0.91%	42	-	-	0.00%	100.00%	100.00%	42	3,999,115	1,654,601.67	41.37%	100.00%	58.63%	42	-	-	0.00%	100.00%	0.00%
44	3,897,079	1,211,094.31	31.08%	100.00%	68.92%	44	1,973,543	1,386,111.49	70.23%	100.00%	29.77%	44	17,200	17,200.00	100.00%	100.00%	0.00%	44	6,149,715	2,872,307.83	46.71%	100.00%	53.29%
5,604,237 2,893,145.04 51.62% 100.00% 48.38%						1,973,543 1,386,111.49 0.00% 100.00% -100.00%						4,016,315 1,671,801.67 41.63% 100.00% -58.37%					6,181,279 2,891,205.61 46.77% 100.00% 53.23%						
Recreation						Recreation						Senior Citizens					Other						
32	810,111	526,421.63	64.98%	100.00%	35.02%	32	3,484,362	3,110,409.42	89.27%	100.00%	10.73%	32	15,480	15,480.00	100.00%	100.00%	0.00%	32	4,277,268	3,618,213.87	84.59%	100.00%	15.41%
810,111 526,421.63 64.98% 100.00% 35.02%						3,484,362 3,110,409.42 89.27% 100.00% 10.73%						15,480 15,480.00 100.00% 100.00% 0.00%					4,277,268 3,618,213.87 84.59% 100.00% 15.41%						
Senior Citizens						Senior Citizens						Other					Other						
71	760,341	676,098.89	88.92%	100.00%	11.08%	71	506,816	347,696.47	68.60%	100.00%	31.40%	71	-	-	0.00%	100.00%	100.00%	71	1,182,098	1,028,973.90	87.05%	100.00%	12.95%
75	247,975	214,606.25	86.54%	100.00%	13.46%	75	72,401	31,316.28	43.25%	100.00%	56.75%	75	-	-	0.00%	100.00%	100.00%	75	261,293	250,426.95	95.84%	100.00%	4.16%
1,008,316 890,705.14 88.34% 100.00% 11.66%						579,217 379,012.75 65.44% 100.00% -34.56%						-					1,443,391 1,279,400.85 88.64% 100.00% 11.36%						
Other						Other						Other					Other						
63	75,690	35,517.56	46.93%	100.00%	53.07%	63	464,998	326,785.42	70.28%	100.00%	29.72%	63	-	-	0.00%	100.00%	100.00%	63	523,512	362,343.52	69.21%	100.00%	30.79%
69	1,650,608	1,635,165.33	99.06%	100.00%	0.94%	69	-	-	0.00%	100.00%	100.00%	69	2,575,076	1,348,817.85	52.38%	100.00%	47.62%	69	-	-	0.00%	100.00%	0.00%
96	202,100	152,372.31	75.39%	100.00%	24.61%	96	-	-	0.00%	100.00%	100.00%	96	300,000	300,000.00	100.00%	100.00%	0.00%	96	203,692	140,955.93	69.20%	100.00%	30.80%
107	4,770	453,643.75	9510.35%	100.00%	-9410.35%	107	140,640	140,640.00	100.00%	100.00%	0.00%	107	-	-	0.00%	100.00%	100.00%	107	190,000	54,460.42	28.66%	100.00%	71.34%
1,933,168 2,276,698.95 117.77% 100.00% -17.77%						605,638 467,425.42 77.18% 100.00% -22.82%						2,875,076 1,648,817.85 57.35% 100.00% -42.65%					917,204 557,759.87 60.81% 100.00% 39.19%						
11,543,112 8,781,587.35 76.08% 100.00% 23.92%						7,365,871 5,748,639.91 78.04% 100.00% -21.96%						7,033,591 3,337,819.52 47.46% 100.00% 75.00%					16,167,016 10,416,715.63 64.43% 100.00% 35.57%						

CAPITAL PROJECTS FUNDS

Revenues

24	776,282	529,488.88	68.21%	100.00%	31.79%	24	100,000	87,339.42	87.34%	100.00%	12.66%	24	-	-	0.00%	100.00%	0.00%	24	769,020	616,828.30	80.21%	100.00%	19.79%	
40	642,776	655,540.00	101.99%	100.00%	-1.99%	40	51,667	36,667.00	70.97%	100.00%	29.03%	40	-	-	0.00%	100.00%	0.00%	40	679,443	679,443.78	100.00%	100.00%	0.00%	
48	1,000,000	309,768.85	30.98%	100.00%	69.02%	48	424,132	363,344.44	85.67%	100.00%	14.33%	48	-	-	0.00%	100.00%	0.00%	48	1,290,275	763,389.32	59.16%	100.00%	40.84%	
49	1,722,055	1,710,218.84	99.31%	100.00%	0.69%	49	-	-	0.00%	100.00%	100.00%	49	8,388,331	1,375,622.46	16.40%	100.00%	83.60%	49	693,795	103,582.94	14.93%	100.00%	85.07%	
50	61,757	69,932.06	113.24%	100.00%	-13.24%	50	69,484	54,484.50	78.41%	100.00%	21.59%	50	-	-	0.00%	100.00%	0.00%	50	120,733	102,998.92	85.31%	100.00%	14.69%	
54	5,683,766	1,772,320.56	31.18%	100.00%	68.82%	54	6,339,072	645,746.58	10.19%	100.00%	89.81%	54	-	-	0.00%	100.00%	0.00%	54	12,019,492	2,434,605.10	20.26%	100.00%	79.74%	
56	2,536,294	2,530,716.25	99.78%	100.00%	0.22%	56	2,834,564	74,658.76	2.63%	100.00%	97.37%	56	-	-	0.00%	100.00%	0.00%	56	3,825,040	2,785,689.99	72.83%	100.00%	27.17%	
61	412,685	407,925.94	98.85%	100.00%	1.15%	61	-	-	0.00%	100.00%	100.00%	61	1,056,257	500,059.71	47.34%	100.00%	52.66%	61	-	-	0.00%	100.00%	0.00%	
105	880,420	890,299.42	101.12%	100.00%	-1.12%	105	-	-	0.00%	100.00%	100.00%	105	-	-	0.00%	100.00%	0.00%	105	795,199	147,953.50	18.61%	100.00%	81.39%	
109	3,367,438	3,334,759.03	99.03%	100.00%	0.97%	109	-	-	0.00%	100.00%	100.00%	109	1,217,861	1,094,923.61	89.91%	100.00%	10.09%	109	11,060,791	773,493.64	6.99%	100.00%	93.01%	
113	-	-	0.00%	100.00%	0.00%	113	-	-	0.00%	100.00%	0.00%	113	-	-	0.00%	100.00%	0.00%	113	97,409	97,409.02	100.00%	100.00%	0.00%	
114	1,436	1,553.60	108.19%	100.00%	-8.19%	114	-	-	0.00%	100.00%	100.00%	114	-	-	0.00%	100.00%	0.00%	114	31,900	-	0.00%	100.00%	0.00%	
117	-	-	0.00%	100.00%	0.00%	117	-	-	0.00%	100.00%	100.00%	117	-	-	0.00%	100.00%	0.00%	117	10,000	10,000.00	100.00%	100.00%	0.00%	
119	2,142,384	2,128,841.44	99.37%	100.00%	0.63%	119	-	-	0.00%	100.00%	100.00%	119	-	-	0.00%	100.00%	0.00%	119	3,449,000	342,039.59	9.92%	100.00%	90.08%	
121	63,037	59,607.46	94.56%	100.00%	5.44%	121	-	-	0.00%	100.00%	100.00%	121	-	-	0.00%	100.00%	0.00%	121	5,988,710	2,827,589.05	47.22%	100.00%	52.78%	
122	36,449	37,162.94	101.96%	100.00%	-1.96%	122	-	-	0.00%	100.00%	100.00%	122	-	-	0.00%	100.00%	0.00%	122	3,300,844	1,336,344.40	40.48%	100.00%	59.52%	
19,326,779		14,438,135.27		74.71%	100.00%	25.29%	9,818,919		1,262,240.70	12.86%	100.00%	87.14%	10,662,449		2,970,605.78	27.86%	100.00%	50.00%	44,131,651		13,021,367.55	29.51%	100.00%	70.49%

DEBT SERVICE FUNDS																																										
Revenues						Transfers In						Transfers Out						Expenditures																								
53	1,128,886	1,011,554.54	89.61%	100.00%	10.39%	53	-	-	100.00%	0.00%	53	-	-	0.00%	100.00%	100.00%	53	1,004,968	1,004,966.04	100.00%	100.00%	0.00%																				
59	10,224,760	10,156,477.81	99.33%	100.00%	0.67%	59	2,895,952	2,758,361.04	95.25%	100.00%	4.75%	59	-	-	100.00%	0.00%	59	12,922,498	12,770,969.85	98.83%	100.00%	1.17%																				
82	3,185,859	2,730,698.29	85.71%	100.00%	14.29%	82	1,961,081	1,812,792.73	92.44%	100.00%	7.56%	82	-	-	0.00%	100.00%	100.00%	82	5,059,841	4,939,020.85	97.61%	100.00%	2.39%																			
14,539,505						4,857,033						5.89%						18,987,307					18,714,956.74					98.57%					100.00%					1.43%				

ENTERPRISE FUNDS

Revenues						Transfers In						Transfers Out						Expenditures					
81	14,811,090	10,428,820.36	70.41%	100.00%	29.59%	81	4,095,595	3,078,827.00	75.17%	100.00%	24.83%	81	1,791,837	1,615,109.56	90.14%	100.00%	9.86%	81	23,070,910	7,619,144.71	33.02%	100.00%	66.98%
86	2,032,980	2,121,316.53	104.35%	100.00%	-4.35%	86	110,000	-	0.00%	100.00%	100.00%	86	99,413	99,413.00	100.00%	100.00%	0.00%	86	2,100,412	1,942,626.79	92.49%	100.00%	7.51%
88	74,807	6,488.59	8.67%	100.00%	91.33%	88	-	-		100.00%	0.00%	88	2,980,414	2,980,414.00	100.00%	100.00%	0.00%	88	74,000	72,689.45	98.23%	100.00%	1.77%
90	1,395,425	1,383,500.14	99.15%	100.00%	0.85%	90	143,834	143,834.00	100.00%	100.00%	0.00%	90	1,720	1,720.00	100.00%	100.00%	0.00%	90	1,640,623	1,648,864.64	100.50%	100.00%	-0.50%
91	344,223	152,615.03	44.34%	100.00%	55.66%	91	259,203	-	0.00%	100.00%	100.00%	91	-	-		100.00%	0.00%	91	712,534	234,942.80	32.97%	100.00%	67.03%
18,658,525						14,092,740.65	75.53%	100.00%	24.47%	4,608,632	3,222,661.00	69.93%	100.00%	4,873,384	4,696,656.56	96.37%	100.00%	3.63%	27,598,479	11,518,268	41.74%	100.00%	58.26%

INTERNAL SERVICE FUNDS																				
Revenues					Transfers In					Transfers Out					Expenditures					
	Budget	Actual				Budget	Actual				Budget	Actual				Budget	Actual			
12	-	-	50.00%	0.00%	12	-	-	50.00%	0.00%	12	365,931	365,931.00	0.00%	50.00%	50.00%	12	-	-	0.00%	0.00%
	-	-	50.00%	0.00%		-	-	50.00%	0.00%		365,931	365,931.00	0.00%	50.00%	50.00%		-	-	50.00%	0.00%

TRUST & AGENCY FUNDS

Revenues						Transfers In					Transfers Out					Expenditures								
22	3,692	3,582.93	97.05%	100.00%	2.95%	22	-	-	0.00%	100.00%	100.00%	22	-	-	0.00%	100.00%	100.00%	22	11,476	5,030.65	43.84%	100.00%	56.16%	
31	20,496	21,829.84	106.51%	100.00%	-6.51%	31	-	-	0.00%	100.00%	100.00%	31	-	-	0.00%	100.00%	100.00%	31	-	-	0.00%	100.00%	100.00%	
39	75,500	52,117.50	69.03%	100.00%	30.97%	39	-	-	0.00%	100.00%	100.00%	39	-	-	0.00%	100.00%	100.00%	39	75,500	34,333.00	45.47%	100.00%	54.53%	
74	21,045	27,343.72	129.93%	100.00%	-29.93%	74	-	-	0.00%	100.00%	100.00%	74	-	-		100.00%	0.00%	74	68,529	39,751.03	58.01%	100.00%	41.99%	
94	1,813,416	1,857,106.32	102.41%	100.00%	-2.41%	94	-	-	0.00%	100.00%	100.00%	94	1,720	1,720.00	100.00%	100.00%	0.00%	94	3,129,336	1,777,823.68	56.81%	100.00%	43.19%	
901	829,516	861,281.75	103.83%	100.00%	-3.83%	901	-	-	0.00%	100.00%	100.00%	901	-	-	0.00%	100.00%	100.00%	901	988,987	867,693.45	87.74%	100.00%	12.26%	
903	110,032	110,086.60	100.05%	100.00%	-0.05%	903	-	-	0.00%	100.00%	100.00%	903	-	-	0.00%	100.00%	100.00%	903	270,736	267,511.41	98.81%	100.00%	1.19%	
904	1,036,695	746,680.69	72.03%	100.00%	27.97%	904	-	-	0.00%	100.00%	100.00%	904	-	-	0.00%	100.00%	100.00%	904	1,036,695	-	0.00%	100.00%	100.00%	
3,910,392						3,680,029.35	94.11%	100.00%	5.89%	-	-	0.00%	100.00%	100.00%	1,720	1,720.00	100.00%	100.00%	0.00%	5,581,259	2,992,143.22	53.61%	100.00%	46.39%

Totals From Quarterly Report
June-17
4th Quarter FY17

	Budget	Actual	
Revenues	86,165,300	72,821,266.68	84.51%
Transfers In	28,159,442	15,881,044.94	56.40%
Transfers Out	28,159,442	15,881,044.94	56.40%
Expenditures	129,506,176	70,560,411.46	54.48%

City of Alamogordo

Monthly Summary of Revenues, Transfers, and Expenditures

As of 06/30/2017, Period 12 100% lapsed.

Prepared 7/20/17

Fund Dept Div Department	Anticipated Revenues	Actual Revenues	%	Budgeted Transfer In	Actual Transfer In	%	Budgeted Transfers Out	Actual Transfers Out	%	Appropriated Expenditures	Actual Expenditures	%
11 0 0 NONDEPARTMENTAL	18,123,716	17,845,370.00	98.46%	1,508,987	1,076,349.56	71.33%	5,222,367	4,508,312.08	86.33%	-	-	
11 11 1 LEGISLATIVE										129,181	110,825.09	85.79%
11 13 1 CITY MANAGER										414,801	230,378.40	55.54%
11 15 1 LEGAL										348,095	313,092.19	89.94%
11 16 2 PROCUREMENT										156,166	142,818.73	91.45%
11 17 1 PERSONNEL	40	40.00	100.00%							368,471	352,372.97	95.63%
11 20 1 CITY CLERK										241,678	210,653.38	87.16%
11 21 2 FINANCE/ACCOUNTING										608,360	555,254.06	91.27%
11 23 2 ACCOUNTS RECEIVABLE										98,579	96,095.58	97.48%
11 24 0 NONDEPARTMENTAL	4,075	6,125.00	150.31%							1,681,051	1,171,260.87	69.67%
11 28 4 PUBLIC SAFETY-BENCH WAR	10,000	9,910.00	99.10%							5,221	3,548.22	67.96%
11 31 4 CODE ENFORCEMENT										571,413	224,343.27	39.26%
11 33 3 FACILITY MAINTENANCE	4,205	7,922.57	188.41%							837,123	803,188.09	95.95%
11 34 2 COMPUTER CENTER										1,210,427	822,140.55	67.92%
11 35 3 FLEET MAINTENANCE										277,309	259,261.92	93.49%
11 35 9 FLEET MAINTENANCE										-	-	
11 37 5 PLANNING	12,117	12,970.71								326,039	217,482.75	66.70%
11 38 4 ANIMAL CONTROL	(615)	(593.80)	107.05%							377,322	350,666.57	92.94%
11 40 4 PUBLIC SAFETY-DISPATCH										675,879	529,075.90	78.28%
11 41 4 PUBLIC SAFETY-POLICE	33,449	46,249.19	138.27%							6,329,416	5,590,010.80	88.32%
11 42 4 FIRE	-	2,049.75								2,085,702	1,623,895.19	77.86%
11 43 4 FEMA/PUBLIC SAFETY										-	-	
11 47 4 A.P.S. RESOURCE PROGRAM										231,182	230,103.36	99.53%
11 54 5 GIS/LAND MANAGEMENT										67,049	60,492.04	90.22%
11 Total GENERAL FUND	18,186,987	17,930,043.42	98.59%	1,508,987	1,076,349.56	71.33%	5,222,367	4,508,312.08	86.33%	17,040,464	13,896,959.93	81.55%
12 0 0 NONDEPARTMENTAL	-	-		-	-		365,931	365,931.00		-	-	
12 Total INTERNAL SERVICES	-	-		-	-		365,931	365,931.00		-	-	
15 0 0 NONDEPARTMENTAL	80,325	95,931.00	119.43%	92,369	7,842.30	8.49%	-	-		180,251	96,307.92	53.43%
15 Total CORRECTIONS CITY EXP	80,325	95,931.00	119.43%	92,369	7,842.30	8.49%	-	-		180,251	96,307.92	53.43%
16 0 0 PROMOTIONS NONDEPARTMENTAL	212,094	221,452.94	104.41%	-	-		-	-		-	-	
16 0 1 PROMOTIONS ADMINISTRATION										324,078	206,659.34	63.77%
16 Total PROMOTIONS - LODGERS TAX	212,094	221,452.94	104.41%	-	-		-	-		324,078	206,659.34	63.77%
19 0 0 NONDEPARTMENTAL	52,685	40,283.58	76.46%				-	-		-	-	
19 12 1 JUDICIAL	-	-								65,663	57,463.75	87.51%
19 27 1 STATE COURT AUTOMATION	28,000	24,779.27	88.50%							15,350	13,929.45	90.75%
19 Total COURT AUTOMATION FUND	80,685	65,062.85	80.64%	-	-		-	-		81,013	71,393.20	88.13%
20 0 0 NONDEPARTMENTAL	393,096	388,974.15	98.95%	220,000	11,013.10	5.01%	1,720	1,720.00	100.00%	-	-	
20 0 6 COMMUNITY SERVICES										708,939	412,785.00	58.23%
20 Total LODGER'S TAX CITY'S SHARE	393,096	388,974.15	98.95%	220,000	11,013.10	5.01%	1,720	1,720.00	100.00%	708,939	412,785.00	58.23%
21 45 4 D.A.R.E. PROGRAM	5,400	14,631.62	270.96%							13,148	8,801.83	66.94%
21 Total D.A.R.E. DONATIONS FUND	5,400	14,631.62	270.96%	-	-		-	-		13,148	8,801.83	66.94%
22 0 0 NONDEPARTMENTAL	290	313.34	108.05%				-	-		-	-	
22 24 0 NONDEPARTMENTAL	-	-								-	-	
22 38 4 ANIMAL CONTROL	650	619.89	95.37%							113	-	0.00%
22 41 4 PUBLIC SAFETY-POLICE	200	200.00	100.00%							810	810.00	100.00%
22 42 4 PUBLIC SAFETY-FIRE	252	507.00	0.00%							252	251.99	
22 61 6 RECREATION-ADMINISTRATION	2,000	1,817.70	0.00%							7,018	3,066.25	43.69%
22 63 6 ZOO	300	125.00	41.67%							3,283	902.41	27.49%
22 Total DESIGNATED GIFT FUND	3,692	3,582.93	97.05%	-	-		-	-		11,476	5,030.65	43.84%

City of Alamogordo

Monthly Summary of Revenues, Transfers, and Expenditures

As of 06/30/2017, Period 12 100% lapsed.

Prepared 7/20/17

Fund Dept Div Department	Anticipated Revenues	Actual Revenues	%	Budgeted Transfer In	Actual Transfer In	%	Budgeted Transfers Out	Actual Transfers Out	%	Appropriated Expenditures	Actual Expenditures	%
24 0 0 NONDEPARTMENTAL	776,282	529,488.88	68.21%	100,000	87,339.42	87.34%	-	-		769,020	616,828.30	80.21%
24 Total GRANT CAP IMPROVEMENT	776,282	529,488.88	68.21%	100,000	87,339.42	87.34%	-	-		769,020	616,828.30	80.21%
27 0 0 NONDEPARTMENTAL	-	-		405,742	381,825.43	94.11%	-	-		-	-	
27 0 99 CAPITAL OUTLAY							-	-		-	-	
27 12 1 JUDICIAL										350,552	341,276.75	97.35%
27 28 1 PUBLIC SAFETY-BENCH WAR	8,500	10,865.00	127.82%							4,701	2,940.16	62.54%
27 29 1 PUBLIC SAFETY-COMM SVCS										53,989	48,658.52	90.13%
27 Total MUNICIPAL COURTS	8,500	10,865.00	127.82%	405,742	381,825.43	94.11%	-	-		409,242	392,875.43	96.00%
28 0 0 NONDEPARTMENTAL	3,359	3,188.04	94.91%	-	-		-	-		-	-	
28 0 4 PUBLIC SAFETY										7,500	6,814.80	90.86%
28 Total POLICE CONTINGENCY	3,359	3,188.04	94.91%	-	-		-	-		7,500	6,814.80	90.86%
31 0 0 NONDEPARTMENTAL	20,496	21,829.84	106.51%							-	-	
31 Total CEMETERY PERPETUAL CARE	20,496	21,829.84	106.51%	-	-		-	-		-	-	
32 0 0 NONDEPARTMENTAL	245,000	5.23	0.00%	3,484,362	3,110,409.42	89.27%	15,480	15,480.00	100.00%	-	-	
32 0 6 COMMUNITY SERVICES	37,990	44,335.93	116.70%							87,386	79,808.26	91.33%
32 61 6 RECREATION-ADMINISTRATION	237,699	238,780.59	100.46%							1,136,680	1,066,079.83	93.79%
32 61 99 CAPITAL OUTLAY										300,000	63,889.41	21.30%
32 62 6 PARKS	5,000	16,469.04	329.38%							961,097	926,591.57	96.41%
32 62 99 CAPITAL OUTLAY										122,350	51,681.36	42.24%
32 63 6 ZOO	133,524	119,921.34	89.81%							649,252	491,278.84	75.67%
32 63 99 CAPITAL OUTLAY										7,600	7,600.00	75.67%
32 66 6 COMMUNITY SERVICES ADMIN										144,729	143,755.67	100.00%
32 71 1 LIBRARY	150,898	106,909.50	70.85%							868,174	787,528.93	90.71%
32 Total COMMUNITY SERVICES	810,111	526,421.63	64.98%	3,484,362	3,110,409.42	89.27%	15,480	15,480.00	100.00%	4,277,268	3,618,213.87	84.59%
33 0 0 NONDEPARTMENTAL	603,187	638,351.89	105.83%	-	-					885,601	477,561.72	53.93%
33 Total FIRE PROTECTION FUND	603,187	638,351.89	105.83%	-	-		-	-		885,601	477,561.72	53.93%
36 0 0 NONDEPARTMENTAL	61,800	61,800.00	100.00%	5,000	5,000.00	100.00%	-	-		71,993	71,987.16	99.99%
36 44 4 LAW ENFORCEMENT BLOCK GRT	-	-								-	-	
36 46 4 DWI PREVENTION PROGRAM	53,040	10,580.92	19.95%							40,947	14,305.32	34.94%
36 Total LAW ENFORCEMENT FUND	114,840	72,380.92	63.03%	5,000	5,000.00	100.00%	-	-		112,940	86,292.48	76.41%
37 0 0 NONDEPARTMENTAL	39,400	29,499.03	74.87%				-	-		-	-	
37 0 6 COMMUNITY SERVICES										17,605	9,936.92	56.44%
37 53 3 DRAINAGE/WEED MAINTENANCE										13,959	8,960.86	64.19%
37 Total STATE HIGHWAY CLEANUP	39,400	29,499.03	74.87%	-	-		-	-		31,564	18,897.78	59.87%
38 0 0 NONDEPARTMENTAL	22,412	24,526.33	109.43%							22,500	21,036.44	93.50%
38 0 99 CAPITAL OUTLAY										-	-	
38 Total TRAFFIC SAFETY FUND	22,412	24,526.33	109.43%	-	-		-	-		22,500	21,036.44	93.50%
39 0 0 NONDEPARTMENTAL	75,500	52,117.50	69.03%	-	-		-	-		75,500	34,333.00	45.47%
39 Total STATE JUDICIAL	75,500	52,117.50	69.03%	-	-		-	-		75,500	34,333.00	45.47%
40 0 0 NONDEPARTMENTAL	642,776	655,540.00	101.99%	51,667	36,667.00	70.97%	-	-		-	-	
40 0 99 CAPITAL OUTLAY										679,443	679,443.78	100.00%
40 Total AIRPORT IMPR PROJECT	642,776	655,540.00	101.99%	51,667	36,667.00	70.97%	-	-		679,443	679,443.78	100.00%
42 0 0 NONDEPARTMENTAL	1,667,758	1,652,551.70	99.09%	-	-		3,999,115	1,654,601.67	41.37%	-	-	
42 Total 1984 GROSS RECEIPTS	1,667,758	1,652,551.70	99.09%	-	-		3,999,115	1,654,601.67	41.37%	-	-	

City of Alamogordo

Monthly Summary of Revenues, Transfers, and Expenditures

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Fund Dept Div Department	Anticipated Revenues	Actual Revenues	%	Budgeted Transfer In	Actual Transfer In	%	Budgeted Transfers Out	Actual Transfers Out	%	Appropriated Expenditures	Actual Expenditures	%
44 0 0 NONDEPARTMENTAL	3,897,079	1,211,094.31	31.08%	1,973,543	1,386,111.49	70.23%	17,200	17,200.00	100.00%	-	-	
44 24 0 NONDEPARTMENTAL										144,083	143,866.64	99.85%
44 52 3 STREETS MAINTENANCE										1,496,087	1,236,963.33	82.68%
44 52 99 CAPITAL OUTLAY										100,000	100,000.00	100.00%
44 53 3 DRAINAGE/WEED MAINTENANCE										298,326	240,242.17	80.53%
44 94 99 CAPITAL OUTLAY										1,326,897	752,678.63	56.72%
44 97 99 ICIP										2,784,322	398,557.06	14.31%
44 Total TRANSPORTATION FUND	3,897,079	1,211,094.31	31.08%	1,973,543	1,386,111.49	70.23%	17,200	17,200.00	100.00%	6,149,715	2,872,307.83	46.71%
48 0 0 NONDEPARTMENTAL	1,000,000	309,768.85	30.98%	424,132	363,344.44	85.67%	-	-		-	-	
48 2 7 CDBG										1,290,275	763,389.32	59.16%
48 Total NEW MEXICO C.D.B.G.	1,000,000	309,768.85	30.98%	424,132	363,344.44	85.67%	-	-		1,290,275	763,389.32	59.16%
49 0 0 NONDEPARTMENTAL	1,722,055	1,710,218.84	99.31%	-	-		8,388,331	1,375,622.46	16.40%	59,647	43,038.32	72.16%
49 0 5 PUBLIC WORKS										-	-	
49 0 99 CAPITAL OUTLAY										603,048	55,101.92	9.14%
49 15 1 LEGAL										31,100	5,442.70	17.50%
49 Total 1986 GROSS RECEIPTS	1,722,055	1,710,218.84	99.31%	-	-	#D	8,388,331	1,375,622.46	16.40%	693,795	103,582.94	14.93%
50 0 0 NONDEPARTMENTAL	61,757	69,932.06	113.24%	69,484	54,484.50	78.41%	-	-		120,733	102,998.92	85.31%
50 Total PROPERTY ACQUISITION	61,757	69,932.06	113.24%	69,484	54,484.50	78.41%	-	-		120,733	102,998.92	85.31%
53 0 0 NONDEPARTMENTAL	1,128,886	1,011,554.54	89.61%	-	-		-	-		1,004,968	1,004,966.04	100.00%
53 Total GENERAL OBLIGATION P&I	1,128,886	1,011,554.54	89.61%	-	-	#D	-	-		1,004,968	1,004,966.04	100.00%
54 0 0 NONDEPARTMENTAL	5,683,766	1,772,320.56	31.18%	6,339,072	645,746.58	10.19%	-	-		164,478	153,577.15	93.37%
54 0 99 CAPITAL OUTLAY										11,855,014	2,281,027.95	19.24%
54 Total REVERSE OSMOSIS PROJ	5,683,766	1,772,320.56	31.18%	6,339,072	645,746.58	10.19%	-	-		12,019,492	2,434,605.10	20.26%
56 0 0 NONDEPARTMENTAL	2,536,294	2,530,716.25	99.78%	2,834,564	74,658.76	2.63%	-	-		35,065	31,968.00	91.17%
56 0 99 CAPITAL OUTLAY										24,610	9,054.36	36.79%
56 94 3 STREETS & DRAINAGE										297,515	244,667.63	82.24%
56 94 99 CAPITAL OUTLAY										3,467,850	2,500,000.00	72.09%
56 Total 1999 GRT FLOOD CONTROL	2,536,294	2,530,716.25	99.78%	2,834,564	74,658.76	2.63%	-	-		3,825,040	2,785,689.99	72.83%
59 0 0 NONDEPARTMENTAL	10,224,760	10,156,477.81	99.33%	2,895,952	2,758,361.04	95.25%	-	-		12,922,498	12,770,969.85	98.83%
59 Total GRT P & I	10,224,760	10,156,477.81	99.33%	2,895,952	2,758,361.04	95.25%	-	-		12,922,498	12,770,969.85	98.83%
61 0 0 NONDEPARTMENTAL	412,685	407,925.94	98.85%	-	-		1,056,257	500,059.71	47.34%	-	-	
61 Total 1991 GRT INFRASTRUCT(.0625)	412,685	407,925.94	98.85%	-	-		1,056,257	500,059.71	47.34%	-	-	
63 0 0 NONDEPARTMENTAL	75,690	35,517.56	46.93%	464,998	326,785.42	70.28%	-	-		-	-	
63 50 5 ENGINEERING										523,512	362,343.52	69.21%
63 Total COMMUNITY DEVELOPMENT	75,690	35,517.56	46.93%	464,998	326,785.42	70.28%	-	-		523,512	362,343.52	69.21%
69 0 0 NONDEPARTMENTAL	1,650,608	1,635,165.33	99.06%	-	-		2,575,076	1,348,817.85	52.38%	-	-	
69 Total 1994 GROSS RECEIPTS	1,650,608	1,635,165.33	99.06%	-	-		2,575,076	1,348,817.85	52.38%	-	-	

City of Alamogordo

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Prepared 7/20/17

Fund Dept Div Department	Anticipated Revenues	Actual Revenues	%	Budgeted Transfer In	Actual Transfer In	%	Budgeted Transfers Out	Actual Transfers Out	%	Appropriated Expenditures	Actual Expenditures	%
71 0 0 NONDEPARTMENTAL	414,291	392,179.50	94.66%	506,816	347,696.47	68.60%	-	-		-	-	
71 80 23 SC TITLE III / CONGREGATE	134,384	98,321.85	73.16%							331,831	319,921.91	96.41%
71 80 24 SC TITLE III / HOMEBOUND	113,775	108,249.11	95.14%							337,924	317,914.04	94.08%
71 80 25 SC TITLE III/ SENIOR SERVICES	62,840	53,773.01	85.57%							174,369	158,753.27	91.04%
71 80 26 SC TITLE III / HOME MAKER	20,351	12,162.42	59.76%							35,319	29,812.75	84.41%
71 80 30 SC TITLE III / PHYSICL FITNESS/EXERCISE	14,700	11,413.00	77.64%							14,120	11,047.83	78.24%
71 81 15 SC TITLE IIIB										145,204	134,899.97	92.90%
71 81 16 SC MAINTENANCE										143,331	56,624.13	39.51%
71 Total SENIOR CENTER	760,341	676,098.89	88.92%	506,816	347,696.47	68.60%	-	-		1,182,098	1,028,973.90	87.05%
74 0 0 NONDEPARTMENTAL	16,545	23,948.00	144.74%	-	-		-	-		-	-	
74 0 6 COMMUNITY SERVICES										54,740	33,463.90	61.13%
74 82 1 ADMINISTRATION, RSVP	3,000	1,895.72	63.19%							8,538	2,382.78	27.91%
74 87 1 ADMINISTRATION, SCP	1,500	1,500.00	100.00%							5,251	3,904.35	74.35%
74 Total SENIOR CENTER GIFT FUND	21,045	27,343.72	129.93%	-	-		-	-		68,529	39,751.03	58.01%
75 0 0 NONDEPARTMENTAL	247,975	214,606.25	86.54%	72,401	31,316.28	43.25%	-	-		-	-	
75 82 1 RSVP										125,656	122,836.46	97.76%
75 87 1 SENIOR COMPANION PROG.										69,354	68,163.92	98.28%
75 88 1 FOSTER GRANDPARENT PROG.										66,283	59,426.57	89.66%
75 Total RSVP/SCP/FGP	247,975	214,606.25	86.54%	72,401	31,316.28	43.25%	-	-		261,293	250,426.95	95.84%
81 0 0 NONDEPARTMENTAL	14,811,090	10,428,603.86	70.41%	4,095,595	3,078,827.00	75.17%	1,791,837	1,615,109.56	90.14%	-	-	
81 0 99 CAPITAL OUTLAY										-	-	
81 0 3 PUBLIC WORKS										-	-	
81 0 8 BONITO WATER SUPPLY										8,371,981	661,328.71	7.90%
81 16 2 PROCUREMENT	-	216.50								110,452	95,606.16	86.56%
81 18 3 ADMINISTRATIVE SERVICES										1,401,648	1,391,259.47	99.26%
81 22 2 UTILITY BILLING										901,764	665,865.78	73.84%
81 55 3 UTILITIES MAINTENANCE										891,049	877,061.24	98.43%
81 55 99 CAPITAL OUTLAY										200,000	1,605.54	0.80%
81 56 3 WASTEWATER TREATMENT PLANT										998,078	844,962.49	84.66%
81 57 3 WATER FILTER PLANT										1,388,986	1,117,645.33	80.46%
81 78 3 CONSTRUCTION /PUBLIC WORKS										647,711	616,255.54	95.14%
81 93 3 WATER/SEWER IMPROVEMENTS										3,900,000	414,482.25	10.63%
81 93 99 CAPITAL OUTLAY										4,259,241	933,072.20	21.91%
81 Total WATER / SEWER	14,811,090	10,428,820.36	70.41%	4,095,595	3,078,827.00	75.17%	1,791,837	1,615,109.56	90.14%	23,070,910	7,619,144.71	33.02%
82 0 0 NONDEPARTMENTAL	3,185,859	2,730,698.29	85.71%	1,961,081	1,812,792.73	92.44%	-	-		5,059,841	4,939,020.85	97.61%
82 Total 1998 JT W/S P&I	3,185,859	2,730,698.29	85.71%	1,961,081	1,812,792.73	92.44%	-	-		5,059,841	4,939,020.85	97.61%
86 0 0 NONDEPARTMENTAL	2,032,980	2,121,316.53	104.35%	110,000	-	0.00%	99,413	99,413.00	100.00%	-	-	
86 0 3 PUBLIC WORKS										1,628,262	1,614,734.99	99.17%
86 10 3 CONVENIENCE CENTER										472,150	327,891.80	69.45%
86 Total SOLID WASTE	2,032,980	2,121,316.53	104.35%	110,000	-	0.00%	99,413	99,413.00	100.00%	2,100,412	1,942,626.79	92.49%
88 0 0 NONDEPARTMENTAL	74,807	6,488.59	8.67%	-	-		2,980,414	2,980,414.00	100.00%	-	-	
88 0 3 PUBLIC WORKS										74,000	72,689.45	98.23%
88 0 99 CAPITAL OUTLAY										-	-	
88 Total BONITO LAKE	74,807	6,488.59	8.67%	-	-		2,980,414	2,980,414.00	100.00%	74,000	72,689.45	98.23%
89 0 0 NONDEPARTMENTAL	663,382	659,251.85	99.38%	-	-		125,000	-	0.00%	-	-	
89 9 3										233,396	5,820.00	2.49%
89 10 3 CONVENIENCE CENTER										76,363	58,220.08	76.24%
89 93 3 WATER/SEWER IMPROVEMENTS										49,228	33,502.87	68.06%
89 93 99 CAPITAL IMPROVEMENTS										243,675	192,064.32	78.82%
89 Total ESGRT .0625% FUND	663,382	659,251.85	99.38%	-	-		125,000	-	0.00%	602,662	289,607.27	48.05%
90 0 0 NONDEPARTMENTAL	1,395,425	1,383,500.14	99.15%	143,834	143,834.00	100.00%	1,720	1,720.00	100.00%	-	-	
90 0 1 ADMINISTRATION										961,788	992,487.28	103.19%
90 1 1 MAINTENANCE										608,105	585,647.78	96.31%
90 1 99 CAPITAL OUTLAY										70,730	70,729.58	100.00%
90 Total GOLFCOURSE	1,395,425	1,383,500.14	99.15%	143,834	143,834.00	100.00%	1,720	1,720.00	100.00%	1,640,623	1,648,864.64	100.50%

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91 0 0 NONDEPARTMENTAL	344,223	152,615.03	44.34%	259,203	-	0.00%	-	-	-	-	-	-
91 0 6 COMMUNITY SERVICES										712,534	234,942.80	32.97%
91 Total AIRPORT	344,223	152,615.03	44.34%	259,203	-	0.00%	-	-	-	712,534	234,942.80	32.97%
94 0 0 NONDEPARTMENTAL	1,813,416	1,857,106.32	102.41%	-	-	-	1,720	1,720.00	100.00%	-	-	-
94 9 3 LANDFILL OPERATING										3,129,336	1,777,823.68	56.81%
94 Total LANDFILL OPERATING	1,813,416	1,857,106.32	102.41%	-	-	-	1,720	1,720.00	100.00%	3,129,336	1,777,823.68	56.81%
96 0 0 NONDEPARTMENTAL	202,100	152,372.31	75.39%	-	-	-	300,000	300,000.00	100.00%	165,305	117,939.12	71.35%
96 35 3 FLEET MAINTENANCE										38,387	23,016.81	59.96%
96 Total SELF INSURED FUND	202,100	152,372.31	75.39%	-	-	-	300,000	300,000.00	100.00%	203,692	140,955.93	69.20%
105 0 0 NONDEPARTMENTAL	880,420	890,299.42	101.12%	-	-	-	-	-	-	-	-	-
105 4 7 COMMUNITY DEVELOPMENT										725,199	77,953.50	10.75%
105 24 1 NONDEPARTMENTAL										70,000	70,000.00	100.00%
105 Total ECONOMIC DEVELOPMENT FUND	880,420	890,299.42	101.12%	-	-	-	-	-	-	795,199	147,953.50	18.61%
107 0 0 NONDEPARTMENTAL	4,770	453,643.75	9510.35%	140,640	140,640.00	100.00%	-	-	-	-	-	-
107 24 0 NONDEPARTMENTAL										190,000	54,460.42	28.66%
107 Total LIABILITY/DEDUCTIBLES	4,770	453,643.75	9510.35%	140,640	140,640.00	100.00%	-	-	-	190,000	54,460.42	28.66%
109 0 0 NONDEPARTMENTAL	1,739,620	1,727,844.64	99.32%	-	-	-	1,217,861	1,094,923.61	89.91%	-	-	-
109 89 3 08 ST CAPITAL PROG/PUBLIC WORKS										25,000	-	0.00%
109 90 3 PUBLIC WORKS	1,627,818	1,606,914.39	98.72%	-	-	-				11,035,791	773,493.64	7.01%
109 Total STREET CAPITAL GRT	3,367,438	3,334,759.03	99.03%	-	-	-	1,217,861	1,094,923.61	89.91%	11,060,791	773,493.64	6.99%
113 0 0 NONDEPARTMENTAL	-	-	-	-	-	-	-	-	-	-	-	-
113 93 99 CAPITAL OUTLAY										97,409	97,409.02	100.00%
113 Total 2009 GO BOND ACQUISITION	-	-	-	-	-	-	-	-	-	97,409	97,409.02	100.00%
114 0 0 NONDEPATMENTAL	1,436	1,553.60	108.19%	-	-	-	-	-	-	31,900	-	0.00%
114 Total SIDEWALK REVOLVING LOANS	1,436	1,553.60	108.19%	-	-	-	-	-	-	31,900	-	0.00%
116 0 0 NONDEPATMENTAL	-	-	-	-	-	-	-	-	-	-	-	-
116 0 99 CAPITAL OUTLAY										-	-	-
116 Total REG WATER LINE TRANS LN	-	-	-	-	-	-	-	-	-	-	-	-
117 0 0 NONDEPATMENTAL	-	-	-	-	-	-	-	-	-	-	-	-
117 93 99 CAPITAL OUTLAY										10,000	10,000.00	100.00%
117 Total JT W/S Ref/Imp REVBD	-	-	-	-	-	-	-	-	-	10,000	10,000.00	100.00%
119 0 0 NONDEPATMENTAL	2,142,384	2,128,841.44	99.37%	-	-	-	-	-	-	29,336	26,543.00	90.48%
119 61 99 CAPITAL OUTLAY										3,419,664	315,496.59	9.23%
119 Total 2012 GTR REF/IMP Rev Bond	2,142,384	2,128,841.44	99.37%	-	-	-	-	-	-	3,449,000	342,039.59	9.92%
121 0 0 NONDEPATMENTAL	63,037	59,607.46	94.56%	-	-	-	-	-	-	-	-	-
121 61 99 CAPITAL OUTLAY										5,988,710	2,827,589.05	47.22%
121 Total 2015 GO BONDS-FUN CENTER	63,037	59,607.46	94.56%	-	-	-	-	-	-	5,988,710	2,827,589.05	47.22%
122 0 0 NONDEPATMENTAL	36,449	37,162.94	101.96%	-	-	-	-	-	-	-	-	-
122 94 99 CAPITAL OUTLAY										3,300,844	1,336,344.40	40.48%
122 Total 2015 GO BONDS-STREETS	36,449	37,162.94	101.96%	-	-	-	-	-	-	3,300,844	1,336,344.40	40.48%

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As of 06/30/2017, Period 12 100% lapsed.
Prepared 7/20/17

Fund Dept Div Department	Anticipated Revenues	Actual Revenues	%	Budgeted Transfer In	Actual Transfer In	%	Budgeted Transfers Out	Actual Transfers Out	%	Appropriated Expenditures	Actual Expenditures	%
901 0 0 NONDEPATMENTAL	829,516	861,281.75	103.83%	-	-		-	-		-	(14,301.68)	
901 0 7 PUBLIC HOUSING AUTHORITY										567,422	536,410.37	94.53%
901 1 7 MAINTENANCE										421,565	345,584.76	81.98%
901 Total HOUSING LOW RENT OPER	829,516	861,281.75	103.83%	-	-		-	-		988,987	867,693.45	87.74%
903 0 0 NONDEPATMENTAL	110,032	110,086.60	100.05%	-	-		-	-		-	-	
903 0 7 PUBLIC HOUSING AUTHORITY										270,236	267,040.10	98.82%
903 1 7 MAINTENANCE										500	471.31	94.26%
903 Total HOUSING HOMEOWNERSHIP OPER	110,032	110,086.60	100.05%	-	-		-	-		270,736	267,511.41	98.81%
904 0 0 NONDEPATMENTAL	1,036,695	746,680.69	72.03%	-	-		-	-		-	-	
904 1 7 MAINTENANCE										1,036,695	-	0.00%
904 Total HOUSING CAPITAL FUND PRJ	1,036,695	746,680.69	72.03%	-	-		-	-		1,036,695	-	0.00%
Grand Total	86,165,300	72,821,266.68	84.51%	28,159,442	15,881,044.94	56.40%	28,159,442	15,881,044.94	56.40%	129,506,176	70,560,411.46	54.48%

**GROSS RECEIPTS TAX
ALLOCATION DISTRIBUTION REPORT
Budget vs. Actual
FY2017**

LINE ITEM	Description	Budget												
		Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Totals
011-0000-311.1010	GROSS RECEIPTS .5%	251,573	271,615	271,178	261,272	259,992	288,933	246,607	305,800	258,015	263,711	295,124	281,816	3,255,636
011-0000-313.1209	GROSS RECEIPTS 1.225%	650,640	702,876	701,737	675,918	672,581	707,885	604,186	749,211	587,020	600,977	677,937	645,338	7,976,306
042-0000-311.1021	GROSS RECEIPTS 1/4%	132,784	143,444	143,212	137,943	137,262	144,466	123,303	152,900	119,800	122,648	138,354	131,702	1,627,818
044-0000-311.1015	GRT-INFRASTRUCTURE .0625%	33,196	35,861	35,803	34,486	34,315	36,117	30,826	38,225	29,950	30,662	34,589	32,925	406,955
049-0000-311.1021	GROSS RECEIPTS 1/4%	132,784	143,444	143,212	137,943	137,262	144,466	123,303	152,900	119,801	122,649	138,355	131,699	1,627,818
061-0000-311.1015	GROSS RECEIPTS .0625%	33,196	35,861	35,803	34,486	34,315	36,117	30,826	38,225	29,950	30,662	34,589	32,925	406,955
069-0000-311.1021	GROSS RECEIPTS 1/4%	132,784	143,444	143,212	137,943	137,262	144,466	123,303	152,900	119,800	122,648	138,354	131,702	1,627,818
089-0000-311.1017	MUNI. ENVIRONMENT GRT(.0625)	33,196	35,861	35,803	34,486	34,315	36,117	30,826	38,225	29,950	30,662	34,589	32,925	406,955
105-0000-311.1012	ECON DEVL P TAX .1250%	66,392	71,722	71,606	68,971	68,631	72,233	61,652	76,450	59,900	61,325	69,178	65,848	813,908
109-0000-311.1019	GROSS RECEIPTS 1/4%	133,342	143,444	143,212	137,943	137,262	144,466	123,303	152,900	119,661	122,509	138,215	131,561	1,627,818
109-9003-311.1013	GROSS RECEIPTS 1/4%	132,784	143,444	143,212	137,943	137,262	144,466	123,303	152,900	119,800	122,648	138,354	131,702	1,627,818
		1,732,671	1,871,016	1,867,990	1,799,334	1,790,459	1,899,732	1,621,438	2,010,636	1,593,647	1,631,101	1,837,638	1,750,143	21,405,805
		16,186,923												

LINE ITEM	Description	Actual												
		Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Totals
011-0000-311.1010	GROSS RECEIPTS .5%	287,625	268,604	273,930	267,771	279,188	236,850	249,982	306,344	208,117	246,497	295,568	251,526	3,172,002
011-0000-313.1209	GROSS RECEIPTS 1.225%	704,681	658,081	671,128	656,039	684,011	580,282	612,455	750,544	654,190	603,917	724,141	616,239	7,915,707
042-0000-311.1021	GROSS RECEIPTS 1/4%	143,812	134,302	136,965	133,886	139,594	118,425	124,991	153,172	124,972	123,248	147,784	125,763	1,606,914
044-0000-311.1015	GRT-INFRASTRUCTURE .0625%	35,953	33,576	34,241	33,471	34,899	29,606	31,248	38,293	31,243	30,812	36,946	31,441	401,728
049-0000-311.1021	GROSS RECEIPTS 1/4%	143,812	134,302	136,965	133,886	139,594	118,425	124,991	153,172	124,972	123,248	147,784	125,763	1,606,914
061-0000-311.1015	GROSS RECEIPTS .0625%	35,953	33,576	34,241	33,471	34,899	29,606	31,248	38,293	31,243	30,812	36,946	31,441	401,729
069-0000-311.1021	GROSS RECEIPTS 1/4%	143,812	134,302	136,965	133,886	139,594	118,425	124,991	153,172	124,972	123,248	147,784	125,763	1,606,914
089-0000-311.1017	MUNI. ENVIRONMENT GRT(.0625)	35,953	33,576	34,241	33,471	34,899	29,606	31,248	38,293	31,243	30,812	36,946	31,441	401,729
105-0000-311.1012	ECON DEVL P TAX .1250%	71,906	67,151	68,482	66,943	69,797	59,213	62,495	76,586	62,486	61,624	73,892	62,881	803,457
109-0000-311.1019	GROSS RECEIPTS 1/4%	143,812	134,302	136,965	133,886	139,594	118,425	124,991	153,172	124,972	123,248	147,784	125,763	1,606,914
109-9003-311.1013	GROSS RECEIPTS 1/4%	143,812	134,302	136,965	133,886	139,594	118,425	124,991	153,172	124,972	123,248	147,784	125,763	1,606,914
		1,891,134	1,766,074	1,801,087	1,760,595	1,835,663	1,557,289	1,643,628	2,014,214	1,643,384	1,620,715	1,943,358	1,653,783	21,130,924
		109.15%	94.39%	96.42%	97.85%	102.52%	81.97%	101.37%	100.18%	103.12%	99.36%	105.75%	94.49%	98.72%

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 08/01/2017

Report No: 11.

Submitted By: Maggie Paluch

Subject: Clarification to Commission regarding NMFA requirements for bond funding for natatorium.
(*Maggie Paluch, City Manager*)

Fiscal Impact: \$0.00 (Not Determined)

Amount Budgeted: \$0.00

Fund: 119

Additional Fiscal Impact:

Recommendation:

Background:

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 07/26/2017

Report No: 12.

Submitted By: Nancy Beshaler

Subject: Consider, and act upon, the award of Public Works Bid No. 2017-006 to Valley Fence Company, related to the Zoo Perimeter Fence project, in an amount not to exceed \$214,049.41, including NMGR. (Nancy Beshaler, Project Manager)

Fiscal Impact: \$214,049.41

Amount Budgeted: \$228,704.00

Fund: 032-6306-452.60-00 (CS 1701)

Additional Fiscal Impact: Availability of all necessary funding will be completed by Budget Resolution at this meeting.

Recommendation: Approve the award of Public Works Bid No. 2017-006 to Valley Fence Company, related to the Zoo Perimeter Fence project, in an amount not to exceed \$214,049.41, including NMGR.

Background: The USDA oversees the zoo and requires an 8' tall perimeter fence around the zoo at all times. The existing fence has been damaged twice by motor vehicles and is generally in disrepair. The USDA has put the City on notice that the entire fence must be replaced.

Bids were opened June 27, 2017 with three (3) responsive bidders: ACCI dba Valley Fence Company; Coble Constructors, LLC; and C&E Industrial Services. Valley Fence Company was the low bidder, including consideration of 10% local bidder's preference. The Bid Tabulation sheet is attached.

BID TABULATION
ZOO PERIMETER FENCE
PUBLIC WORKS BID NO. 2017-006
June 27, 2017

ITEM	ESTIMATED QUANTITY		DESCRIPTION	Valley Fence Company License 29229		Coble Construction LLC License 93467		C&E Industrial Svsc License 84266	
				Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
1	1	LS	MOBILIZATION	\$ 17,500.00	\$ 17,500.00	\$ 30,270.00	\$ 30,270.00	\$ 12,396.56	\$ 12,396.56
2	915	LF	FENCE DEMO AND REMOVAL	\$ 31.25	\$ 28,593.75	\$ 55.00	\$ 50,325.00	\$ 52.44	\$ 47,982.60
3	60	LF	CONCRETE BLOCK FENCE 8' TALL	\$ 152.27	\$ 9,136.20	\$ 117.75	\$ 7,065.00	\$ 127.58	\$ 7,654.80
4	785	LF	CONCRETE BLOCK FENCE W/FOOTING 8' TALL	\$ 164.47	\$ 129,108.95	\$ 146.50	\$ 115,002.50	\$ 277.43	\$ 217,782.55
5	80	LF	CMU WALL W/O WROUGHT IRON PANELS 8'-4" TALL	\$ 157.25	\$ 12,580.00	\$ 169.25	\$ 13,540.00	\$ 247.79	\$ 19,823.20
6	150	LF	TEMPORARY FENCE 8' TALL	\$ 8.50	\$ 1,275.00	\$ 12.75	\$ 1,912.50	\$ 11.43	\$ 1,714.50
BASE BID SUBTOTAL				\$ 198,193.90		\$ 218,115.00		\$ 307,354.21	
NMGRT (8.0%)				\$ 15,855.51		\$ 17,449.20		\$ 24,588.34	
TOTAL BASE BID with tax				\$ 214,049.41		\$ 235,564.20		\$ 331,942.55	
Preference				5% State	\$ 9,909.70	10% Local	\$ 21,811.50	5% State	\$ 15,367.71
Bid With Preferences (for consideration of award only)				\$204,139.72		\$213,752.70		\$316,574.84	
				Valley Fence Company License 29229		Coble Construction LLC License 93467		C&E Industrial Svsc License 84266	

BID TABULATION
ZOO PERIMETER FENCE
PUBLIC WORKS BID NO. 2017-006
June 27, 2017

ITEM	ESTIMATED QUANTITY		DESCRIPTION	AVERAGES	
				Unit Price	TOTAL AMOUNT
1	1	LS	MOBILIZATION	\$ 20,055.52	\$ 20,055.52
2	915	LF	FENCE DEMO AND REMOVAL	\$ 46.23	\$ 42,300.45
3	60	LF	CONCRETE BLOCK FENCE 8' TALL	\$ 132.53	\$ 7,952.00
4	785	LF	CONCRETE BLOCK FENCE W/FOOTING 8' TALL	\$ 196.13	\$ 153,964.67
5	80	LF	CMU WALL W/O WROUGHT IRON PANELS 8'-4" TALL	\$ 191.43	\$ 15,314.40
6	150	LF	TEMPORARY FENCE 8' TALL	\$ 10.89	\$ 1,634.00
BASE BID SUBTOTAL				\$	241,221.04
NMGRT (8.0%)				\$	19,297.68
TOTAL BASE BID with tax				\$	260,518.72
Preference					
Bid With Preferences (for consideration of award only)					
				AVERAGES	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 07/26/2017

Report No: 13.

Submitted By: Edward Balderrama

Subject: Consider, and act upon, the award of Public Works Bid No. 2017-008 to Pate Construction Co. Inc. related to Monte Vista Cemetery Drainage Improvements in an amount not to exceed \$462,870.45 including NMGRT. (*Edward Balderrama, Project Manager*)

Fiscal Impact: \$462,870.45, including NMGRT

Amount Budgeted: \$508,027.00

Fund: 109-9003-430.65-01

Additional Fiscal Impact:

Recommendation: Approve the award.

Background: The intent of the Project is to relieve the flooding that occurs at the Monte Vista Cemetery during monsoon season. The work will consist of installing approximately 1,535 feet of 30 inch corrugated metal pipe, boring 210 feet of 42 inch steel sleeve material, two six foot diameter manholes, a trench drain, inlet and outlet structures, retaining walls, chain link fencing, outlet invert paving, sidewalk, header curb, asphalt and concrete pavement and providing Manual of Uniform Traffic Control (MUTCD) compliant traffic control during the project. Removals include concrete and asphalt paving, sidewalk, curb etc. All work is within the city limits of Alamogordo, New Mexico.

The city received One (1) bid on July 13, 2017. Please see attached Bid Tab.

Monte Vista Cemewtery Drainage Improvenments Public Works Bid No. 2017-008, EN1606 Bid Opening July 13, 2017, 2:00 p.m. (MST)							License No. 50233	
							GF98	
	BASE BID ITEM No.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Pate Construction Co. Inc.	
					UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
N/A	100000	1	LS	Utility Coordination	\$ 1,500.00	\$ 1,500.00	\$ 3,050.00	\$ 3,050.00
GF-4 or GF-98	203002	1	LS	Earthwork - Channel and Cemetery Grading and Shaping	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ 7,000.00
GF-4 or GF-98	417000	385	SY	3-inch Asphalt Pavement Patch	\$ 50.00	\$ 19,250.00	\$ 27.75	\$ 10,683.75
GF-4 or GF-98	450080	180	SY	8-inch Concrete Pavement Patch	\$ 200.00	\$ 36,000.00	\$ 116.50	\$ 20,970.00
GF-4 or GF-98	511504	1	LS	Retaining Wall	\$ 20,100.00	\$ 20,100.00	\$ 22,060.00	\$ 22,060.00
GF-4 or GF-98	570030	1,535	LF	30-inch Corrugated Metal Pipe	\$ 75.00	\$ 115,125.00	\$ 114.30	\$ 175,450.50
GF-4 or GF-98	601000	1	LS	Project Removals	\$ 3,000.00	\$ 3,000.00	\$ 6,050.00	\$ 6,050.00
N/A	607026	325	LF	6-foot High Chain Link Fence	\$ 35.00	\$ 11,375.00	\$ 22.50	\$ 7,312.50
N/A	607412	1	EA	12-foot Wide Prefabricated Chain Link Gates (4-foot Leaf and 8-foot Leaf)	\$ 2,000.00	\$ 2,000.00	\$ 132.00	\$ 132.00
GF-4 or GF-98	608004	15	SY	4-inch thick concrete,	\$ 55.00	\$ 825.00	\$ 46.00	\$ 690.00
GF-4 or GF-98	608006	60	SY	6-inch thick concrete (outlet slab and rundown)	\$ 90.00	\$ 5,400.00	\$ 110.00	\$ 6,600.00
GF-4 or GF-98	608006	1	LS	Inlet Protection Structure	\$ 1,870.00	\$ 1,870.00	\$ 9,165.00	\$ 9,165.00
GF-4 or GF-98	609200	40	LF	Header Curb	\$ 15.00	\$ 600.00	\$ 33.00	\$ 1,320.00
GF-4 or GF-98	614042	210	LF	Steel Casing 42-inch Standard Schedule	\$ 400.00	\$ 84,000.00	\$ 436.00	\$ 91,560.00
N/A	618000	1	LS	Furnish and provide MUTCD compliant project wide traffic control	\$ 5,000.00	\$ 5,000.00	\$ 590.00	\$ 590.00
N/A	621000	1	LS	Mobilization	\$ 5,000.00	\$ 5,000.00	\$ 11,750.00	\$ 11,750.00
GF-4 or GF-98	623410	1	LS	Trench Drain,	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00
GF-4 or GF-98	662022	2	EA	6-foot Diameter Manhole (6-foot to 8-foot Depth),	\$ 8,000.00	\$ 16,000.00	\$ 7,400.00	\$ 14,800.00
N/A	801000	1	LS	Construction staking and surveying	\$ 5,000.00	\$ 5,000.00	\$ 4,400.00	\$ 4,400.00
				SUB-TOTAL		\$ 355,045.00		\$ 428,583.75
				NMGRT (8.00%)		\$ 28,403.60		\$ 34,286.70
				BASE BID TOTAL		\$ 383,448.60		\$ 462,870.45

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 07/31/2017

Report No: 14.

Submitted By: Rachel Hughs

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the White Sands Beautification Board.

Background:

Airport Zoning Board. Three (3) vacancies. Staff Liaison - Laurie Dean
(*Opening due to the expired term of Darron Williams and the resignation of Frank Nelson and Paul Vigneault.*) No nominations received.

Alamogordo Disability Council. Three (3) vacancies. Staff Liaison - ****No Staff Liaison appointed to this Council**** (*Openings due to the resignation of Viviane Ackall, and expired terms of Lori Adam and Rita Martinez*) No nominations received.

Alamogordo Promotion Board. One (1) vacancy- tourism related. Staff Liaison - Jan Wafful (*Opening due to Kathleen Beall's resignation*) No nominations received.

Community Development Advisory Committee. Six (6) vacancies. Staff Liaison - Cynde Sagenkahn (*Opening due to the expired term of Bruce Knee, Melanie Hall, and Gloria Vaughn; and the resignation of Eddie Kemp and Arthur Alterson*) No nominations received.

Housing Authority Advisory Board. One (1) vacancy. Staff Liaison - Evelyn Huff (*Opening due to the expiring term of Kandace Daugherty*) No nominations received.

Mayors Committee on Aging. Three (3) vacancy. Staff Liaison – Britney Courtier
(*Openings due to the resignation of Dawn Lewis*) No nominations received.

Senior Volunteer Programs Advisory Council. Three (3) vacancies. Staff Liaison - Julie Baker (*Openings due to the resignations of Jennifer Euler, Laura L Blackmon, and William Whitley*) No nominations received.

White Sands Beautification Board. Five (5) vacancies. Staff Liaison - Darron Williams
The following individual is interested in being appointed to the board:
Stephanie Hale - if appointed, this will be her first term.

**WHITE SANDS
BEAUTIFICATION BOARD**

RECEIVED

JUL 27 2017

CITY CLERK

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

MY COMM: NADIA SILES DIST. #2

Name: STEPHANIE HALE

Home Phone: _____ Work Phone: _____

Cell Phone: 443-4919 Fax No: _____

e-mail address: stephaniedhale@yahoo.com

Physical Address: 752 STAFFORD CT

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

Mailing Address: 752 STAFFORD CT

Present Employer: OTERO COUNTY Job Title: DEPUTY CLERK

Board/Committee you wish to serve on:

First choice: WHITE SANDS BEAUTIFICATION

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: _____

KEEP OTERO BEAUTIFUL, ILLEGAL DUMPING OTERO COUNTY, RECYCLE OTERO COUNTY

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

CURRENTLY, I'M A MEMBER OF MANGATE UNITED'S QUALITY OF LIFE SUBCOMMITTEE AND WOULD LIKE TO CONTINUE IMPROVING THE AESTHETICS AND PERCEPTION OF MY COMMUNITY

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (505)439-4205
FAX: (505)439-4396

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 08/09/2017

Report Date: 08/04/2017

Report No: 15.

Submitted By: Dorothy Murphy

Subject: Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Real Property (Alamogordo Senior Center) and Proposal for Purchase of Property (N16' of the S 20' of Lot 17 Block 84).

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: