



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

May 24, 2016 - 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

George Straface Interim City Manager
Stephen Thies City Attorney
Nancy Jacobs 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 - The Army 1st Armored Division will brief the Commissioners on upcoming proposed helicopter training in the Lincoln National Forest, and the use of the Alamogordo-White Sands Regional Airport for helicopter staging.

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 No. 10, 11, 12, 13 & 14)

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

2. Approve the Minutes for April 25, 2016 Joint City/County Special Meeting, May 5, 2016 Budget Hearing, and May 10, 2016 Regular City Commission Meetings. *(Nancy Jacobs, City Clerk)*
3. Consider, and act upon, Change Order No. 6, RFQ No. 2013-05, to CDM Smith, Inc. related to the engineering and design services for the 1MGD Desalination Plant project, in an amount not to exceed \$163,771.78, including tax. *(Brian Cesar, Public Works Director)*
4. Consider, and act upon, approval of the Otero County Economic Development Council, Inc., operating agreement. *(Stephen Thies, City Attorney)*
5. Consider, and act upon, the Alamogordo Chamber of Commerce agreement for Tourism Promotional Services. *(Stephen Thies, City Attorney)*
6. Consider, and act upon, approval of Alamogordo Chamber of Commerce Facility Maintenance, Overhead and Operational Expenses of Aubrey L. Dunn, Sr. Visitors Center for Tourism Promotion agreement. *(Stephen Thies, City Attorney)*
7. Consider, and act upon, approval of the New Mexico Department of Tourism Clean and Beautiful Litter Control and Beautification grant contract for FY2016-2017. *(Jan Wafful, Special Events Manager)*
8. Consider, and act upon, approval of the recommended expenditures for Tourism & Advertising Promotions. *(Jan Wafful, Special Events Manager)*
9. Consider, and act upon, approval of Senior Volunteer Program contract for fiscal year 2016/2017. *(Veronica Ortega, Community Services Director)*
10. Consider, and act upon, final publication of Ordinance No. 1510 amending section of the Personnel Manual relating to corrective action and grievances. *(Stephen Thies, City Attorney)* **(Roll Call Vote required)**
11. Consider, and act upon, final publication of Ordinance No. 1515, authorizing the execution of a Loan Agreement and Intercept Agreement by and between the City of Alamogordo and the New Mexico Finance Authority (NMFA) for the principal amount of \$6,870,000. *(LeeAnn Nichols, Finance Director)* **(Roll Call Vote required)**
12. Consider, and act upon, Resolution No. 2016-16 removing uncollectible and unsecured Utility, Library, Civic Center, Public Housing Authority and other miscellaneous accounts from the City's accounts receivable. *(LeeAnn Nichols, Finance Director)* **(Roll Call Vote required)**
13. Approve Resolution No. 2016-20 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 May 24, 2016. *(Kathy Gilsdorf, Budget Analyst)* **(Roll Call vote required)**

14. Approve Resolution No. 2016-21 requesting interim approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico to adopt the Preliminary 2016-2017 Budget as of May 24, 2016. (*Kathy Gilsdorf, Budget Analyst*) **(Roll Call vote required)**

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARINGS

15. Consider, and act upon, Application No. 995065 to grant a Transfer of Location for Dispensers Liquor License No. 0021 with Package Sales from Palm Side to Wal-Mart Stores East LP d/b/a Wal-Mart Market #5726, located at 2401 Indian Wells Road, Alamogordo, NM. (*Nancy Jacobs, City Clerk*)

NEW BUSINESS

16. Consider, and act upon, a purchase agreement for Lot 2B, Replat B Industry Center Subdivision, in reference to a flood control pond adjacent to the Dry Canyon Channel. (*Stephen Thies, City Attorney*)

17. Consider and act upon an alleged rolling quorum violation of the Open Meeting Act. (*Stephen Thies, City Attorney*)

18. Consider, and act upon, an allegation that the City Commission failed to comply with the New Mexico Open Meetings Act. (*Stephen Thies, City Attorney*)

19. Accept the resignation of Interim City Manager George Straface. (*Nancy Jacobs, City Clerk*)

20. Consider, and act upon, the appointment of an Acting City Manager. (*Nancy Jacobs, City Clerk*)

WORK SESSION

21. Update the status of the Desalination Plant Project and the Bonito Lake Project. (*Brian Cesar, Public Works Director*)

EXECUTIVE SESSION (Roll Call Vote Required)

22. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Threatened or Pending Litigation (W. Irby). **(Roll Call Vote required)**

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/16/2016

Report No: 1.

Submitted By: Nancy Jacobs, City Clerk

Subject: Presentation - The Army 1st Armored Division will brief the Commissioners on upcoming proposed helicopter training in the Lincoln National Forest, and the use of the Alamogordo-White Sands Regional Airport for helicopter staging.

Fiscal Impact:

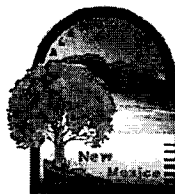
Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Ft. Bliss Garrison; 1st Armored Division; U.S. Forest Service has requested use of a number of sites in the Lincoln National Forest for High Altitude Mountain Helicopter Training, and is also proposing to use Alamogordo Airport for helicopter staging if needed.



City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 05 MAY 2016

Date of Meeting: 24 MAY 2016

Name: JOHN BARRERA

Address: IMBL-PNE; Bldg 624

Fort Bliss, TX ZIP 79916

Phone Number: 915-568-3908

E-Mail Address: john.f.barrera.civ@mail.mil

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

Proponent: FB Garrison; 1st Armored Div.; U.S. Forest Service
1st AD has requested use of a number of sites in the Lincoln NF
for High Altitude mountain helicopter training. 1st AD is also proposing
to use Alamogordo Airport for helo staging if needed to access the forest.
USFS has asked the ARMY to brief City Council on this action.

Signature: John F. Barrera

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

Phone: (575) 439-4205

Fax: (575) 439-4396

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

Revised 3/15/2016

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/11/2016

Report No: 2.

Submitted By: Nancy Jacobs, City Clerk

Subject: Approve the Minutes for April 25, 2016 Joint City/County Special Meeting, May 5, 2016 Budget Hearing, and May 10, 2016 Regular City Commission Meetings. *(Nancy Jacobs, 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
JOINT CITY/COUNTY SPECIAL MEETING MINUTES
6:00 P.M., SGT. WILLIE ESTRADA MEMORIAL CIVIC CENTER
APRIL 25, 2016**

CITY COMMISSION

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

**AL HERNANDEZ, MAYOR PRO-TEM
ERICA MARTIN, COMMISSIONER
GEORGE STRAFACE, INTERIM CITY MANAGER
STEPHEN THIES, CITY ATTORNEY
NANCY JACOBS, CITY CLERK**

COUNTY COMMISSION

**SUSAN FLORES, COMMISSION CHAIR
JANET T. WHITE, COMMISSION VICE-CHAIR
RONNY RARDIN, COMMISSION MEMBER**

**DISTRICT 2
DISTRICT 1
DISTRICT 3**

PLEDGE OF ALLEGIANCE / CALL TO ORDER / ROLL CALL

County Commission Chairwoman Susan Flores called the meeting to order at 6:00 p.m. Roll Call of the County Commission was taken by the County Clerk. The County Clerk announced there was a quorum of County Commissioners present. Roll Call of the City Commission was taken by the City Clerk. The City Clerk announced there was a quorum of City Commissioners present. The Pledge of Allegiance was led by City Commissioner Baldwin.

PRESENTATIONS

1. Discuss a consolidated Public Safety Answering Point (PSAP) between the City of Alamogordo and Otero County.

Interim City Manager Straface said they had before them the two GPA's that they worked on together.

Commissioner White spoke on the Funding and Redundancy report to Governor Martinez. (see agenda book for Power Point)

Paul Carolli with Emergency Services of Otero County spoke on the Public Safety Emergency Response End-to-End System. He said currently the County and City are paying for all the costs. (see agenda book for Power Point)

Commissioner White spoke on the strengths and weaknesses of the Draft E-911 Five Year Strategic Planning Report for 2013. (see agenda book for Power Point)

Commissioner Baldwin asked Commissioner White if any of the new equipment for \$2.2 million was eligible for grant funding. Commissioner Rardin answered they would be funding that money out of their own budget to start.

Commissioner White spoke about the start up expenses for PSAP. Commissioner Rardin asked her where the \$400,000 was coming from for eight new administration positions. She answered the DFA PSAP handbook says they couldn't just hire anyone, it had to be someone that could navigate this. She said they would hire a director, assistant and staff. He asked if this would be in addition to the staff the county and city have now. She answered yes, this requires a PSAP manager. Commissioner Rardin thought this amount was too high. Mr. Carolli stated this dollar amount was based on a worst case scenario.

Commissioner Sikes asked if other municipalities contribute the funds for PSAP. Mr. Carolli said they did not. Sheriff House said the three incorporated areas are Alamogordo, Cloudcroft and Tularosa, but since he has been sheriff Tularosa has not given them money.

Interim City Manager Straface said this was the first time the city had seen these numbers and asked the County to give them an opportunity to look at it. He said his concern was the city and county were serving the same citizens but had two separate systems and it was costing them more. He wanted to know if they had a commitment from the County to work together to get a joint PSAP. Commissioner Flores answered as a board, they hadn't made a decision.

Commissioner Flores said there were two other options, 1) they could combine PSAP and have the sheriff's department run it; 2) or do a departmental joint PSAP and Alamogordo take and run it or Otero County take and run it. Interim City Manager Straface said the City's standpoint was that they wanted a joint PSAP and were willing to work with control issues. Commissioner Flores asked if the City wanted to house the dispatch as a department. Interim City Manager Straface answered they liked the JPA that was developed by the Sheriff and Chief Ward. Chief Ward said the PSAP group had a recommendation and could answer the questions they had.

Commissioner Rardin felt it should be a joint PSAP under the County and they needed to work out a few things concerning the JPA. Interim City Manager Straface said they needed to work together and liked the idea of a board. Chief Ward spoke on a separate authority board. Commissioner Rardin felt the board should not be different authorities as stated on page 11 of the PSAP Consolidation handout; it needed to have elected officials. (see agenda book for handout)

Interim City Manager Straface stated he respected Sheriff House and his knowledge, but Sheriff House couldn't be everywhere and this is why he supported the second operational board. He explained the board was not intended to be a governance board; it was intended to give recommendations and expertise. Sheriff House agreed with Interim City Manager Straface and stated he didn't have the working knowledge of how Alamogordo Fire and Police Departments work and this was the concept behind the board.

Commissioner Rardin said he wanted the City to have control on how the City's departments were run. Chief Ward spoke on creating a new entity and payroll system for PSAP employees. Commissioner Rardin said creating a new entity may increase the dollar amount and he was not in favor of that. Interim City Manager Straface said he was not in favor of the figure \$400,000 for staffing. County Attorney Lisa Jenkins asked Interim City Manager Straface if he was taking about the County or City taking on the \$400,000 figure for the PSAP entity, and she didn't think the County could take it on. He said it would require teamwork.

Chief Ward spoke on recommendations regarding PSAP staffing. Lisa Jenkins stated the County would have to increased staff. Sheriff House said this was why it would have to fall under the City or County and he volunteered the County. Commissioner Flores suggested having a work session regarding PSAP at the county's next commission meeting. Commissioner Rardin didn't agree to have a work session and stated they needed to work on the basics and then take it to a public hearing. Commissioner Baldwin said he was ok with having an executive session with the City and County to fine tune it. Mayor Boss said he appreciates the dialog between the City and the County and thanked everyone.

PUBLIC COMMENT

Buddy Johnston commented on the following:

Mr. Johnston spoke on treating everyone fairly.

Ardin Schug commented on the following:

Mr. Schug talked about funding for PSAP and suggested having a joint PSAP. He agreed having a secondary board so dispatchers could better help the public. He spoke on state help to fund the board.

Commissioner Payne asked Interim City Manager Straface about funding from the state. Interim City Manager Straface said the state will fund the separate board. Sheriff House said the state would require a JPA that if accepted, would make you eligible for funding. Commissioner Rardin mentioned the City and County had submitted a JPA in the past that the state did not like, but rules have changed. Interim City Manager Straface stated Chief Ward gave him a copy of the DFA policy for consolidation and said they would give everyone a copy. Chief Ward went over the handout.
(see agenda book for handout)

Commissioner Baldwin asked the City Commission if they could move forward with his recommendation to use the JPA and have an executive session, while the County did the same. He also asked if they could direct staff to research the financial part of the program. Commissioner Sikes asked if they could find out what other counties had done with PSAP and what had been successful. Chief Ward said that was the foundation for the JPA's they did. Commissioner Payne asked how this would affect staff. Interim City Manager Straface said they would work with staff to minimize harm. Sheriff House said it would not affect staff retirement and stated the City had retiree health, but the County didn't so this was to be considered. Buddy Johnston didn't want to lose leave time, and Interim City Manager Straface said they wouldn't abandon their staff. Sheriff House said he wanted a list of staff for PSAP purposes.

Interim City Manager Straface told Commissioner Flores the City was moving forward with executive session and she said they will be doing the same.

Commissioner Baldwin suggested the City and the County meet twice a year to discuss any issues.

ADJOURNMENT

Commission Flores moved to adjourn at 7:44 p.m. for the County. Commissioner White seconded the motion.

Commission Baldwin moved to adjourn for the City. Mayor Pro-Tem Hernandez seconded the motion.

Motion carried with a vote of 10-0-0.

Mayor Richard Boss

ATTEST:

City Clerk Nancy E. Jacobs

(Prepared by Rachel Hughs, Deputy City Clerk)
Approved at the Regular Meeting held on May 24, 2016.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION
FY16-17 PROPOSED BUDGET PUBLIC HEARING
6:30 P.M., COMMISSION CHAMBERS
MAY 5, 2016**

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

**AL HERNANDEZ, MAYOR PRO-TEM
ERICA MARTIN, COMMISSIONER
GEORGE STRAFACE, INTERIM CITY MANAGER
STEPHEN THIES, CITY ATTORNEY
NANCY JACOBS, CITY CLERK**

CALL TO ORDER / ROLL CALL

Mayor Boss called the meeting to order at 6:35 p.m. Roll Call was taken by the City Clerk. Commissioner Baldwin was absent. Clerk Jacobs announced there was a quorum present. The Pledge of Allegiance was led by Commissioner Martin.

PRESENTATIONS

1. Present the proposed FY 2016-2017 City of Alamogordo Budget.

Interim City Manager Straface said they would recap the 61 active funds they had, review the updated General Fund projected, and hold the required public meeting. He said they would bring an adoption of the Preliminary Budget at the May 24th Commission meeting, and adopt the final Budget at the last Commission meeting in July. He had handouts of the Preliminary FY17 Budget. (see agenda book for handout)

Budget Analyst Kathy Gilsdorf spoke on the budget overview for all funds. (see agenda book for Power Point)

Commissioner Martin asked where in the overview was the reorganization of Public Works. Finance Director Nichols said it had not been included in the budget at this time but it will be in the final budget.

Accounting Manager Hall spoke on the General Fund and Gross Receipts Tax timeline. (see agenda book for Power Point).

Interim City Manager Straface pointed out the largest category was salaries and benefits for FY17 because the City was a labor intensive organization. He said they would see an action item to approve Fund 49 at the May 10th Commission meeting. He mentioned they would not know the ending Fund Balance until June 30th when they close the books, and he anticipated an increase.

Commissioner Payne asked Interim City Manager Straface if he would anticipate an increase from the \$38,000; he said yes. LeeAnn said if they didn't spend the entire budget in FY16, any money left over would go into the Fund Balance. Commissioner Payne asked for clarification again. Finance Director Nichols explained using page nine of Accounting Manager Hall's Power Point. The net of \$1.3 million was what they were utilizing from Fund Balance.

Mayor Boss asked if they took into consideration the loss of revenues when the German Air Force left. Finance Director Nichols said they did not, but the GRTs were very conservative. Interim City Manager Straface said staff was directed on the revenues to project conservatively and on the expenditures to project liberally. Mayor Boss said they don't have a lot of control over the revenues like they do the expenditures. Finance Director Nichols said the departments were asked to budget what they needed to operate their departments, and the expenditures were a little higher so they wouldn't run into a gap. Interim City Manager Straface said he worked with staff to know what they would be spending.

Accounting Manager Hall spoke on the cross roads of impact for Hold Harmless. (see agenda book for Power Point) She mentioned even with the redirect of Fund 42 and 49, in FY19 they would begin to go into a negative balance. She explained the implementation of 1/8 percent, 1/4 percent, and 3/8 percent GRT. She suggested having another workshop in December to look at the timeline.

Interim City Manager Straface spoke on the tax increments and the options they had regarding GRT implementation. Accounting Manager Hall said they would have the preliminary budget for approval at the May 24th Commission meeting.

Julianne Hall spoke on the updated budget plan report for FY2015 thru FY2018. (see agenda book for Power Point)

PUBLIC COMMENT

Harv Hamilton commented on the following:

Mr. Hamilton stated the loss of the German's was not the only impact Holloman had. He said at the last commission meeting they talked about borrowing money from the state over a 30 year period and the only time he knew that happened was from Fund 118, which became a slush fund. He said there were eight projects and only three or four happened the way they said, the others were moved in and out. When he asked about the project during a meeting the former mayor told him they could change whatever they wanted. Mayor Boss interrupted to say to Mr. Hamilton that was not the situation with that fund.

Mr. Hamilton said he didn't know what the word natatorium was on the pie cart; he was told it was the swimming pool cover. He also asked what the foreman for Public Works was. Interim City Manager Straface said it was a plan to revise the organizational structure of Public Works to have closer supervision of the employees in the field by having foremen added.

Finance Director Nichols clarified on the comment made about Fund 118; the city did not borrow money from the state, it borrowed money from itself to do road projects.

ADJOURNMENT

Mayor Pro-Tem Hernandez moved to adjourn at 7:16 p.m. Commissioner Sikes seconded the motion. Motion carried with a vote of 6-0-0.

Mayor Richard Boss

ATTEST:

City Clerk Nancy E. Jacobs

(Prepared by Rachel Hughs, Deputy City Clerk)
Approved at the Regular Meeting held on May 24, 2016.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
MAY 10, 2016**

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

**AL HERNANDEZ, MAYOR PRO-TEM
ERICA MARTIN, COMMISSIONER
GEORGE STRAFACE, INTERIM CITY MANAGER
STEPHEN THIES, CITY ATTORNEY
NANCY JACOBS, 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. Clerk Jacobs announced there was a quorum present. Invocation was given by Rev. James Forney and the Pledge of Allegiance was led by Commissioner Sikes.

APPROVAL OF AGENDA

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

PRESENTATIONS

- 1. Presentation of the 2014-2015 Distinguished Budget Presentation Award to Budget Analyst, Kathy Gilsdorf. (George Straface, Interim City Manager)**
- 2. Presentation of Proclamation declaring May 14, 2016, as Letter Carriers' Food Drive Day in Alamogordo. (Richard Boss, Mayor)**
- 3. Presentation related to amending the ordinance concerning the approval process for Temporary Alcoholic Beverage Dispenser's License applications. (Marianne Schweers, Heart of the Desert Pistachios & Wine)**
- 4. Presentation and possible direction to staff concerning a request of the Downtown Merchants Association to close the 200 [800] block of New York Ave. in order to hold a Farmer's Market two times per week. (Jana Carstaedt, President - Downtown Merchants Assoc.)**

PUBLIC COMMENT

Paul Sanchez commented on the following:

Mr. Sanchez asked Interim City Manager Straface for an update on the Florida realignment project. Interim City Manager Straface answered it was going to be on the city manager's report. Mr. Sanchez mentioned how outstanding the Law Enforcement event was; he thanked Commissioner Payne for attending and encouraged the rest of the Commissioners to attend next year.

CITY MANAGER'S REPORT

Interim City Manager Straface made the following remarks:

- 1. He highlighted Military Appreciation Day May 14th, at the Griggs Field. He mentioned he volunteered his time at the dunking booth for a fundraiser and asked the commission if they wanted to volunteer. He thanked staff for putting the event together.**
- 2. He said he would support Marianne Schweers in her request for Item #2 [3] of this agenda.**
- 3. He gave an update on various city projects.**

4. He said the Florida realignment project was 95% designed, and he anticipated breaking ground in August.
5. He recognized Acting Police Chief Schoolcraft and thanked him for his service.
6. He announced Daron Syling will be the new police chief starting July 1st.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Baldwin made the following comments:

He supported the requests from Items 3 and 4 and asked for updates in the next few weeks. He wanted to have possible action on item 4 after they had updates.

Commissioner Sikes made the following comments:

She mentioned she attended the RSVP banquet at the Senior Center and thanked Senior Center staff for a great job.

CONSENT AGENDA

5. Approve the Minutes for April 21, 2016 Budget Work Session, and April 26, 2016 Regular City Commission Meetings. (*Nancy Jacobs, City Clerk*)

7. Approve of the State of New Mexico Audit Contract for FY2016, to be performed by RPC CPAs + Consultants, LLP. (*Julianne Hall, Accounting Manager*)

8. Accept the Investment Report for the quarter ending March 31, 2016, in accordance with the City of Alamogordo Investment Ordinance. (*Julianne Hall, Accounting Manager*)

9. Consider, and act upon, Resolution No. 2016-14 approving the DFA Quarterly Report for the period ending March 31, 2016. (*Julianne Hall, Accounting Manager*) (Roll Call Vote required)

13. Consider, and act upon, Resolution No. 2016-15 amending the Cemetery fee structure. (*Veronica Ortega, CS Director*) (Roll call vote required)

14. Consider, and act upon, the award of Public Works Bid No. 2016-009 to Exerplay, Inc. related to Parks Playground Shade Structures (CS2013) in an amount not to exceed \$135,556.93, including NMGR. (*Edward Balderrama, Project Manager*)

15. Consider, and act upon, the final publication of Ordinance No. 1511 authorizing the sale of certain city owned property located at 1212 Puerto Rico in the amount of \$36,000 to Keith Autry (*Evelyn Huff, Housing Authority Manager*) (Roll Call Vote required)

16. Consider, and act upon, the final publication of Ordinance No. 1512 authorizing the sale of certain city owned property located at 1319 Ohio in the amount of \$26,000 to Keith Autry (*Evelyn Huff, Housing Authority Manager*) (Roll Call Vote required)

17. Consider, and act upon, the final publication of Ordinance No. 1513 authorizing the sale of certain city owned property located at 1315 Puerto Rico in the amount of \$17,500 to Keith Autry (*Evelyn Huff, Housing Authority Manager*) (Roll Call Vote required)

18. Consider, and act upon, the final publication of Ordinance No. 1514 authorizing the sale of certain city owned property located at 700 Ridgecrest in the amount of \$31,000 to Thomas Phillips (*Evelyn Huff, Housing Authority Manager*) (Roll Call Vote required)

Commissioner Payne asked to remove Items 10, 11, 12 from the Consent Calendar. Mayor Boss asked to remove Item 6.

Mayor Pro-Tem Hernandez moved to approve items 5, 7, 8, 9, 13, 14, 15, 16, 17 & 18 of the consent calendar. Commissioner Baldwin seconded the motion. Roll call was taken for items No. 9, 13, 15, 16, 17 & 18. Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

6. Approve Resolution No. 2016-12 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 May 10, 2016. (Kathy Gilsdorf, Budget Analyst)) (Roll Call vote required)

Mayor Boss said he had reviewed the information from the workshop and thought they needed to make some restrictions on the resolution. He thought they should restrict expenditures and adopt some of the recommendations of the DFA memorandum # BFB-16-04.

Commissioner Payne asked him if they would implement what he suggested now. He said they needed to have some control on balancing the budget. Her concern was recurring expenses. Commissioner Martin said she didn't feel comfortable raising taxes next year.

Interim City Manager Straface said building the budget was a comprehensive process and they were aware of recurring expenses. He stated they were ready to bring the adoption for the FY16-17 budget to the Commission. He said he went line by line in the budget and there wasn't a lot they could restrict.

Commissioner Baldwin moved to approve Resolution No. 2016-12 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 May 10, 2016. Mayor Pro-Tem Hernandez seconded the motion. Roll call vote was taken. Motion carried with a vote of 6-1-0. Mayor Boss voted nay.

10. Consider, and Act upon, Resolution No. 2016-17, authorizing and approving submission of a completed application for financial assistance for the refunding of the Joint Utility System Revenue Bonds, Series 2005 (project) approval to the New Mexico Finance Authority. (LeeAnn Nichols, Finance Director) (Roll Call Vote required)

Finance Director Nichols said the next three Items go together. She explained the City has the opportunity to refinance three debt issues, one is a bond issue for the 2005 water/sewer, and the other two were for 2008 finance authority loans. She stated they could refinance these and have a savings of over \$1 million. Erik Harrigan with RBC Capital Markets went over the details of refinancing. (see agenda book for power point)

Commissioner Sikes asked Mr. Harrigan if there was a refinancing charge. He answered there was not. She asked him what this would do to the time to pay them back. He said the refunding did not anticipate extending any time.

Interim City Manager Straface asked Mr. Harrigan if once the loans were approved was there a finance charge then. He answered yes, once the loan was approved the only time there was a charge was if the City Commission approved the ordinance and closed the loans. DFA had a placement fee and a cost of issuance that included the financial advisor and bond council. Mr. Harrigan said without actually going through the refinancing and closing the transactions, there were no fees to the City. Interim City Manager Straface asked him if they knew what the fees would be. Mr. Harrigan answered the fee was .075 percent for each of the loans.

Mayor Pro-Tem Hernandez moved to approve Resolution No. 2016-17, authorizing and approving submission of a completed application for financial assistance for the refunding of the Joint Utility System Revenue Bonds, Series 2005 (project) approval to the New Mexico

Finance Authority. Commissioner Sikes seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

11. Consider and Act upon Resolution No. 2016-18, authorizing and approving submission of a completed application for financial assistance for the refunding of the Municipal Gross Receipts Tax Revenue NMFA Loan, Series 2008 (project) approval to the New Mexico Finance Authority. (LeeAnn Nichols, Finance Director) (Roll Call Vote required)

Mayor Pro-Tem Hernandez moved to approve Resolution No. 2016-18, authorizing and approving submission of a completed application for financial assistance for the refunding of the Municipal Gross Receipts Tax Revenue NMFA Loan, Series 2008 (project) approval to the New Mexico Finance Authority. Commissioner Baldwin seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

12. Consider and Act upon Resolution No. 2016-19, authorizing and approving submission of a completed application for financial assistance for the refunding of the Gross Receipts Tax Revenue NMFA Loan, Series 2008 (project) approval to the New Mexico Finance Authority. (LeeAnn Nichols, Finance Director) (Roll Call Vote required)

Mayor Pro-Tem Hernandez moved to approve Resolution No. 2016-19, authorizing and approving submission of a completed application for financial assistance for the refunding of the Gross Receipts Tax Revenue NMFA Loan, Series 2008 (project) approval to the New Mexico Finance Authority. Commissioner Baldwin seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

PUBLIC HEARING

19. Consider and act upon Variance Request Case Number V-2016-0001(A) to reduce the width at the building setback line from 60' wide to 58.3' wide. Properties legal description: ALAMO BLOCKS BLK 108 LT 4 W50' OF N1/2 VIRDEN BLK 108 LT 6 E10' VIRDEN BLK 108 LT 6 PT OF (Dwelling) and ALAMO BLOCKS BLK 108 LT 4 W50' OF N1/2 VIRDEN BLK 108 LT 6 E10' VIRDEN BLK 108 LT 6 PT OF (Vacant Lot). (Stella Rael, Planning and Zoning Coordinator)

Planning and Zoning Coordinator Rael spoke on the variance case regarding the property located on 1218 15th Street. She said the applicant was seeking to realign a 50 foot wide lot that was vacant and a 68.3 foot wide lot with an existing home, into a 60 foot wide lot.

Delia Mirabal commented on the following:

Ms. Mirabal had handouts that were distributed to the Commission (see agenda book for handout). She was concerned about the sewer behind her home on 1211 Beverly Lane. She said the sewer lines were not properly done by the City and she smelled gas. She felt this was a health hazard.

Leroy Lewis commented on the following:

Mr. Lewis stated he lived at 1417 Cuba Ave. He said there was no alley going all the way though in the area and a fire truck and garbage truck couldn't get in. He said he can't build anything in his back yard because the sewer lines go through his yard and there were three houses that built things on his property. He said he could sell the City the 15 foot strip all the way to Cuba Ave., they could purchase five feet of the backyards of the three houses encroaching into his property, and this would give them an alley way.

Interim City Manager Straface said the original request came from Mr. Herrell to change the property line between the vacant lot and the one next to it. He said there were portable carports on the property line and his view was that they could ask Mr. Herrell to move them and not have to do the variance. He stated the issue of sewer was going to require some time to research. He suggested this item be tabled.

Planning and Zoning Coordinator Rael said she had not seen plans for a house to be placed on the empty lot; it was just a realignment Mr. Herrell was wanting. Interim City Manager Straface said if the carports were moved they wouldn't have to realign the property.

Tommy Herrell commented on the following:

Mr. Herrell stated he didn't know they could move the carports and would bring a new survey to the Commission. Interim City Manager Straface told Mr. Herrell if he could move the carports, staff would work on the sewer and alley issue.

Commissioner Turnbull agreed with Interim City Manager Straface, she is not in favor of going forward with the variance until the sewer and alley issue were taken care of. Interim City Manager Straface said there was no need for a variance.

Ms. Mirabal stated she lived in that area and Mr. Herrell did not and she knows there are a lot of problems that need to be looked at. She felt the variance would be very bad.

Mayor Pro-Tem Hernandez agreed with Interim City Manager Straface on addressing the alley and sewer issues. He said they couldn't restrict property owners from using their property for what they were intended to be used for.

Interim City Manager Straface said he would bring back proposals very quickly for this to the Commission.

Commissioner Turnbull asked for clarification why both lots had the same address of 1218. Planning and Zoning Coordinator Rael said 1218 was the address of where the house was but the empty lot was never assigned an address and it was normal for an address not to be assigned until there was plans for a home or at the request of the property owner. Interim City Manager Straface said they would renumber it. Ms. Mirabal said the owner whom has passed away, had told her the two properties on 1218 could not be sold separately because they were one address. Interim City Manager Straface said they could research if they could divide the two properties.

Commissioner Baldwin stated (the audience was complaining about who could talk on the issue) they wanted to make it fair for everyone that had something to say. He asked if they could deal with the property now and deal with the sewer and alley issue later. He asked Planning and Zoning Coordinator Rael if any of the citizens in the audience were at the Planning and Zoning meeting. She answered, all except for one and said the issue came with no recommendation to the Commission from the Planning and Zoning meeting.

Commissioner Sikes said there were 45 letters mailed out regarding the request, nine letters of protest were received back, and three came back as undeliverable. That was about 20 percent of the people who didn't like what was going on with this. She reminded the audience there was public comment at the end of the meeting. Mayor Pro-Tem Hernandez asked Planning and Zoning Coordinator Rael if the property could be used with the way the lines were drawn; she said yes. He said that either way, they could build with or without the variance; she said yes.

Mayor Pro-Tem Hernandez moved to table Variance Request Case Number V-2016-0001(A) to reduce the width at the building setback line from 60' wide to 58.3' wide. Properties legal description: ALAMO BLOCKS BLK 108 LT 4 W50' OF N1/2 VIRDEN BLK 108 LT 6 E10' VIRDEN BLK 108 LT 6 PT OF (Dwelling) and ALAMO BLOCKS BLK 108 LT 4 W50' OF N1/2 VIRDEN BLK 108 LT 6 E10' VIRDEN BLK 108 LT 6 PT OF (Vacant Lot). Commissioner Martin seconded the motion. Motion carried with vote of 7-0-0.

NEW BUSINESS

20. Discussion, and possible action, related to a Weed Abatement Request for 504 [540] Linda Vista. (Stephen Thies, City Attorney)

City Attorney Thies gave some background of the weed abatement on 504 Linda Vista in December of 2006. He mentioned at the time there was a foreclosure on the property and the City filed a lien for the abatement charges in May of 2007. He said during that time the property was sold to the current owner. He said the lien was more than four years old and the statute of limitations had run out; his recommendation was to release the lien from the property.

Commissioner Payne asked how this happened; this was supposed to be done within four years. City Attorney Thies said eight years ago the City was not aggressive in filing its liens and foreclosing and now they had a new policy.

Betsey Hart, property owner, addressed the Commission. She noted the address was listed in the agenda item incorrectly; it should be 540 Linda Vista. She said the property was free of liens when she purchased the property in 2007. She said it wasn't until she tried to refinance that this lien came to light and she received notification of the lien in March of 2016.

Harv Hamilton spoke on the lack of weed control in the city. He said the schoolyards had many weeds and didn't think it was fair for them to approve weed abatement and not do anything about the school system.

Interim City Manager Straface said the City had not filed the lien appropriately and in a timely manner. He thought the City needed to correct the situation. Fire Chief Ward told the Commission the weed abatement policy had not been it was now. He stated he had been in communication with Mr. Hamilton and the schools regarding weed issues and was currently working on it.

Mayor Pro-Tem Hernandez moved to approve the weed abatement for 504 [540] Linda Vista. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

21. Consider, and act upon, first publication of Ordinance No. 1517 amending the dedication of a Municipal Local Option Gross Receipts Tax. (Stephen Thies, City Attorney)

City Attorney Thies said this item comes from their last budget meeting where the Commission decided to redirect upwards to 50 percent of Gross Receipts Tax, whereas currently, 100 percent of the GRT revenues goes into Fund 49 that has been generally used for water purposes.

Paul Sanchez spoke on transparency. He said the agenda report told about Fund 49 but didn't tell you what the fund was. He stated City Attorney Thies just mentioned Fund 49 had to do with water. He told Interim City Manager Straface in the future he would like more clarification. Mr. Sanchez was concerned about taking money away from funds that was reserved for water. He wanted to know how much money were they talking about yearly and if they were going to roll that money to the General Fund, what would it be used for.

Mayor Pro-Tem Hernandez stated this Item was talked about at the budget hearings to his satisfaction. He said the recordings for the meeting were available and were very transparent. Interim City Manager Straface told Mr. Sanchez he noted his concern about being clear on what this fund was and said it will be clearer in the future. Interim City Manager Straface mentioned they were concerned about water also. He felt the City was safe this year and it would be looked at annually.

Mr. Sanchez told Mayor Pro-Tem Hernandez he appreciated this was discussed during budget hearings and very transparent, but very few citizens attended the budget hearings. His point in transparency was more citizens pay attention to what is going on at Commission meetings. Mayor Pro-

Tem Hernandez said the agendas were set up for Commission and citizens to follow and at anytime citizens could call commissioners with any questions. He noted he had received zero calls regarding this item. He told Mr. Sanchez it would be helpful if he posted on his website the Commissioner's phone numbers. Mr. Sanchez stated he had posted their phone numbers and had directed citizens to call them.

Commissioner Baldwin moved to approve first publication of Ordinance No. 1517 amending the dedication of a Municipal Local Option Gross Receipts Tax. Mayor Pro-Tem Hernandez seconded the motion. Motion carried with a vote of 7-0-0.

22. Consider, and act upon, granting an easement to PNM for the Evangelical Lutheran Good Samaritan Society d/b/a Good Samaritan Society – Betty Dare for an electrical easement. (Stephen Thies, City Attorney)

City Attorney Thies explained that in the past, the Good Samaritan Society came to the City and asked for them to issue industrial revenue bonds. This process required that the City own the property and so it was deeded to the City. Those bonds have been paid off, but the property has not been deeded back to the Good Samaritan Society. He said PNM needed an easement to do electrical work on the Good Samaritan property and so the property needed to be deeded back to them. In the meantime, he said PNM needed this easement in order to proceed with their work. City Attorney Thies recommended approval of this item.

Mayor Pro-Tem Hernandez moved to approve the granting of an easement to PNM for the Evangelical Lutheran Good Samaritan Society d/b/a Good Samaritan Society – Betty Dare for an electrical easement. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

23. Consider, and act upon, Community Development Block Grant (CDBG) to be used to expand COPE's administrative offices which are located at 909 S Florida Avenue. (Stephen Thies, City Attorney)

City Attorney Thies said in September of 2015 the Commission approved applying for the CDBG grant to allow COPE to expand their administrative building and at the time part of the requirement was the City had to own the property; COPE transferred the property at no cost. He stated the construction bids exceeded the available funding of \$500,000, COPE contributed \$100,000; the lowest bid was \$750,000. He said the request was to consider some means to close the funding gap by finding City funds. The recommendation of staff was to take the \$200,000 from the General Fund to fill the gap.

Commissioner Payne asked what the lowest bid was. Project Manager Edward Balderrama broke down the cost and stated the total cost was \$757,704. She asked if there was a shortage of \$257,000. City Attorney Thies answered no; there were still funds COPE contributed to the project and the shortage was \$200,000.

Interim City Manager Straface said the money would be paid back to the City. Commissioner Baldwin stated he was comfortable with COPE paying the City back at a later date.

Mayor Pro-Tem Hernandez moved to approve Community Development Block Grant (CDBG) to be used to expand COPE's administrative offices which are located at 909 S Florida Avenue. Commissioner Sikes seconded the motion. Motion carried with a vote of 7-0-0.

24. Consider, and act upon, the award of Public Works Bid No. 2016-005 to CD General Contractors Inc related to Community Development Block Grant (CDBG) Project No. 14-C-NR-I-03-G-15 Domestic Violence Center Improvements (GC1402) in an amount not to exceed

\$757,704.00, including tax (Base Bid \$730,296.00 and Add Alt. No. 1 \$24,408.00). (Edward Balderrama, Project Manager)

Mayor Pro-Tem Hernandez moved to approve the award of Public Works Bid No. 2016-005 to CD General Contractors Inc related to Community Block Grant (CDBG) Project No. 14-C-NR-I-03-G-15 Domestic Violence Center Improvements (GC1402) in an amount not to exceed \$ 757,704.00, including tax (Base Bid \$730,296.00 and Add Alt. No. 1 \$24,408.00). Commissioner Sikes seconded the motion. Motion carried with a vote of 7-0-0.

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

Mayor Boss appointed Colleen Lenart to the Housing Authority Board. There were no objections from the Commission.

PUBLIC COMMENT

Paul Sanchez commented on the following:

Mr. Sanchez said the original RFP for the Family Fun Center was not given to the original two bidders as voted by the Commission. He wanted to know why the RFP was changed. Interim City Manager Straface answered they thought they were told to revise it because they were no longer interested in doing the management part of it. To do the design/build concept, there were some revisions that needed to be made. City Attorney Thies said the original RFQ went out as design/build/manage/operate/finance, but they were pulled out of the new RFP sent to the two qualifying bidders. Mr. Sanchez stated he was going to re-look at the motion from the minutes for that commission meeting. Mayor Boss said he wanted to see a copy of the RFP.

EXECUTIVE SESSION (Roll Call Vote Required)

26. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Collective Bargaining Negotiations (AFSCME & APSOA), Threatened or Pending Litigation (Agnew vs. City of Alamogordo), and Threatened or Pending Litigation (S. Galea). (Roll Call Vote required)

Mayor Pro-Tem Hernandez moved to adjourn into Executive Session to discuss Collective Bargaining Negotiations (AFSCME & APSOA), Threatened or Pending Litigation (Agnew vs. City of Alamogordo), and Threatened or Pending Litigation (S. Galea) at 8:45 p.m. Commissioner Turnbull seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Nancy E. Jacobs

(Prepared by Rachel Hughs, Deputy City Clerk)
Approved at the Regular Meeting held on May 24, 2016.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 3.

Submitted By: Brian Cesar, Public Works
Director

Subject: Consider, and act upon, Change Order No. 6, RFQ No. 2013-05, to CDM Smith, Inc. related to the engineering and design services for the 1MGD Desalination Plant project, in an amount not to exceed \$163,771.78, including tax. *(Brian Cesar, Public Works Director)*

Fiscal Impact: \$163,771.78

Amount Budgeted: \$453,274.00

Fund: 049-0099-990.68-99 PW1401

Additional Fiscal Impact:

Recommendation: Approve the Change Order.

Background: This project was approved by City Commission on December 17, 2013.

This Change Order is for engineering services that are in addition to the original scope of work. Services include the design of the administrative section of the desalination plant, extension of water lines to and from the plant, addition of a fire suppression system, a brine minimization study, solid waste excavation plan, inclusion of Snake Tank Well 5 with the monitoring wells bid package, assistance and coordination with the State Land Office, and assistance and coordination with the Public Service Co. of New Mexico.



City of Alamogordo



Public Works Dept. • 2600 N. Florida Ave. • Alamogordo, NM 88310 • (575) 439-4129 • FAX (575) 439-4270

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 6

1MGD INTERIM DESALINATION PLANT ENGINEERING & DESIGN SERVICES

RFQ NO. 2013-05

DATE: MAY 18, 2016

ENGINEER: CDM SMITH, INC.
6000 UPTOWN BLVD. NE, SUITE 200
ALBUQUERQUE, NM 87110

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

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Engineering and design services in addition to the original scope of work including design of the administration section of the treatment plant, raw and finished water lines to and from the plant, a fire suppression system for the chemical storage area, a brine minimization study, a solid waste excavation plan, inclusion of Well 5 into the bid package for the monitoring wells, coordination with the State Land Office, and coordination with PNM on extending power.

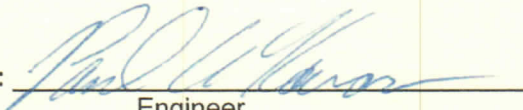
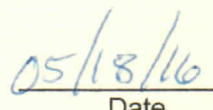
REVISED CONTRACT AMOUNT

- | | |
|--|-----------------|
| 1. Original Contract Amount..... | \$1,188,319.53* |
| 2. Total Contract Amount Including Previously
Approved Change Orders..... | \$1,521,034.83* |
| 3. Amount of this Change Order (Increase)..... | \$ 163,771.78* |
| 4. Total Revised Contract Amount to Date | \$1,684,806.61* |

* 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: 	
Engineer	Date

CHANGE ORDER APPROVED BY CITY COMMISSION / CITY MANAGER:

BY: _____	_____
Mayor/City Manager	Date

BY: _____	_____
City Attorney	Date



6000 Uptown Blvd. NE, Suite 200
Albuquerque, NM 87110
tel: 505 243-3200
fax: 505 243-2700

April 22, 2016

Bob Johnson
Contract Coordinator
Public Works Department
City of Alamogordo
2600 N. Florida Avenue
Alamogordo, NM 88310

Subject: Amendment 6 to Contract for 1-MGD Interim Brackish Water Reverse Osmosis Project
Additional Engineering Design Services

Dear Mr. Johnson:

Pursuant to our recent discussions and email dated April 1, 2016 regarding additional engineering design services performed on the project that were in addition to the original negotiated scope of work, CDM Smith Inc. (ENGINEER) herein proposes Amendment No. 6 to our contract for the 1-MGD Interim Brackish Water Reverse Osmosis Project. Amendment No. 6 is for the following additional design tasks:

1. Design of the administration building
2. Design of raw and finished water lines to and from the treatment plant
3. Design of a fire suppression system for the chemical storage room
4. Completion of a brine minimization study and technical memorandum
5. Preparation of a Solid Waste Excavation Plan
6. Inclusion of Well 5 into the bid package for construction of the monitoring wells
7. Coordination with the State Land Office
8. Coordination with PNM on extending power

A description of each of these tasks is presented below.

Task 1 – Design of the Administration Building

The scope of work in the ENGINEER's original contract did not include the design of an administration building. However, during the 30-percent design stage of the project, the City requested the ENGINEER to include an administrative building with the treatment plant. The administrative building was a masonry block building with a common wall with the treatment plant area. The administration building included a reception area, conference room, offices, a break room, men's and women's restrooms, a maintenance shop, sample room/control room and a mechanical/electrical room. The ENGINEER prepared 30-percent and 60-percent design drawings for the administration building that included additional architectural, HVAC/plumbing, electrical

design, and project management. Structural engineering for the administration building was addressed in Amendment 3 to the original contract.

Design of the administration building as described above was completed to the 60-percent design stage. Based on the 60-percent cost estimate, the OWNER requested the ENGINEER to reduce the size of the administration building from approximately 4000 square feet to approximately 1800 square feet. The revised administration building includes a maintenance shop, a combined sample/control room, bathroom, and mechanical/electrical rooms. In addition, the design of the administration building was changed from a masonry building to a pre-engineered metal building similar to the treatment plant area. Design of the administration building with the revised floor plan and number of rooms required the ENGINEER to make extensive revisions to the 60-percent architectural plans, HVAC/plumbing systems, and revisions to the electrical design. These revisions are reflected on the ENGINEER's 90-percent plans submitted to the City in March 2016.

Task 2 – Design of Raw and Finished Water Lines to and from the Treatment Plant

The ENGINEER's original approved scope of work assumed that the raw water line to the treatment plant was located at the site of the treatment plant on LaVelle Road and would require minimal design to extend it to the plant. However, the discovery of buried solid waste on the LaVelle Road site required the treatment plant to be located in the southwest corner of the LaVelle Road site. The end of the existing raw water main is located in the northeast corner of the site, which required the ENGINEER to prepare plans for the extension of approximately one mile of 18-inch raw water pipeline. In addition, the location of the treatment plant required the ENGINEER to prepare plans for the extension of approximately 500 feet of finished water line from the plant to the existing 18-inch transmission main in LaVelle Road.

Plan and profile sheets for the raw and finished water mains have been included in the 90-percent design for the project dated March 2016.

Task 3 – Design of a Fire Suppression System for the Chemical Storage Room

During 30-percent design, the City determined that a 30-day supply of treatment chemicals would be needed for operational purposes and the chemicals would be stored inside the treatment plant building. This resulted in storage of approximately 3000 gallons of caustic soda (used for pH adjustment) and approximately 1700 gallons of liquid sodium hypochlorite (used for disinfection). According to the 2009 International Building Code, storing large volumes of chemicals such as these results in an H classification and requires a fire sprinkler system. Design of a fire sprinkler system was not included in the ENGINEER's original approved scope of work. To avoid installing a fire sprinkler system in entire treatment building, the ENGINEER designed a separate chemical storage room for the caustic soda and sodium hypochlorite that met the building code requirements for an

H occupancy and included a fire sprinkler system. The ENGINEER also provided a fire sprinkler line and post isolation valve on the site utility plan.

Task 4 – Completion of a Brine Minimization Study and Technical Memorandum

The 60- percent cost estimate prepared by the ENGINEER indicated that construction of three evaporation ponds for concentrate disposal would exceed the OWNER's budget for construction of the project. The cost of removing the buried solid waste discovered during 30-percent design combined with the cost of constructing three separate ponds significantly increased the cost of the project. In order to reduce the cost, the ENGINEER recommended disposal of concentrate to the sanitary sewer. The City's main 30-inch interceptor is located in LaVelle Road in front of the proposed desalination plant and the concentrate could be blended into the wastewater flowing to the treatment plant. The OWNER agreed with this approach and authorized the ENGINEER to prepare a Brine Minimization Study to evaluate the feasibility of sending brine to the sanitary sewer and prepare the results in a technical memorandum. The purpose of the study was to determine the effect of blending high TDS concentrate with raw wastewater on the wastewater treatment process. The evaluation focused on the effect on the quality of the effluent from the wastewater treatment plant, which is used in the City's reclaimed water system for irrigation.

The ENGINEER prepared a Brine Minimization Technical Memorandum in October 2015 that showed that concentrate from the treatment plant could be blended with raw wastewater flowing to the OWNER's treatment plant and meet TDS requirements in the effluent used in the reclaimed water system. The OWNER authorized the ENGINEER to modify the design to include disposal of concentrate to the sanitary sewer and to include one evaporation pond in the design. These modifications are shown in the 90-percent design plans dated March 2016.

Also included in this task are revisions to the Groundwater Discharge Permit the OWNER received from NMED in May 2015. The Groundwater Discharge Permit will need to be revised to reflect discharge of concentrate to the sanitary sewer and reduction of the number of evaporation ponds from three to one.

Task 5 – Preparation of a Solid Waste Excavation Plan

As noted in the Focused Environmental Investigation prepared by the ENGINEER in November 2014, buried solid waste was discovered under the location of the treatment plant and the evaporation pond. The New Mexico Environment Department Solid Waste Bureau (NMED-SWB) requires that all buried solid waste uncovered during construction of the evaporation pond and the drilled shaft foundation for the administration building, treatment plant, and appurtenant facilities be excavated and removed.

New Mexico Solid Waste Regulations (20.9 NMAC) require development of a Solid Waste Excavation Plan when more than 120 cubic yards of solid waste is to be excavated from a disposal

area and written approval of the Plan by NMED-SWB. ENGINEER has prepared a Solid Waste Excavation Plan summarizing the past investigations performed on site, the potential hazards and monitoring required, methods for solid waste excavation, transportation, and final disposal requirements. The Solid Waste Excavation Plan was prepared and submitted to the NMED-SWB as part of the 90-percent design package completed in March 2016.

Task 6 – Inclusion of Equipping Well 5 in the Bid Package for Construction of the Monitoring Wells

As described in our original approved scope of work, two separate bid packages were to be prepared for the project. The first bid package was to be for the monitoring wells and the second was to be for construction of the interim treatment plant and equipping Well 5 in the Snake Tank Well Field. At the 60-percent design meeting, the OWNER authorized the ENGINEER to include the plans for equipping Well 5 into the bid package for the monitoring wells. This change was made because Well 5 and the monitoring wells are located in close proximity to each other and the ENGINEER was making changes to the design of the interim treatment plant (see the discussion above regarding brine minimization) that could potentially delay bidding of the project. The 90-percent plans for Well 5 were included in with the plans for constructing the monitoring wells and were submitted to the New Mexico Environment Department Construction Programs Bureau and Drinking Water Bureau in November 2015.

Including the plans for Well 5 in the plan set for the monitoring wells required modifications to the drawings and specifications for the project as wells as preparation and submittal by ENGINEER of a Modification of Drinking Water System Application to NMED.

Task 7 – Coordination with the State Land Office

The ENGINEER's original approved scope of work included preparation of plans and specifications for construction of monitoring wells in the Snake Tank Well Field in accordance with NMOSE Permit T-3825. The locations of the monitoring wells were specified in Permit T-3825 and are located on state land. The ENGINEER worked with the State Land Office (SLO) during preliminary design to determine easement requirements for constructing the wells and the access roads to the wells. Compliance with the SLO requirements was extensive and time consuming and the OWNER elected to use their right-of-way consultant to obtain the necessary easements from the SLO.

The ENGINEER provided extensive services to the OWNER and the OWNER's right-of-way consultant during the process of obtaining the easements. These services included multiple reviews of access road alignment options, permit applications, and easement plats. These services were not a part of the ENGINEER's original approved scope of work.



Amendment No. 6 to Contract for 1-MGD Interim Brackish Water Reverse Osmosis Project
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Task 8 – Coordination with PNM on Extending Power

The ENGINEER's original approved scope of work included coordination with the Public Service Company of New Mexico for extension of power to the LaVelle Road site. The ENGINEER started discussions with PNM during the 60-percent design and began working with one of PNM's engineers. During 90-percent design, PNM's engineer was unresponsive and a new engineer was assigned to the project. This required additional effort by the ENGINEER to provide additional information to the new PNM engineer and additional time to coordinate the power requirements and location of the transformer on site.

Fee for Additional Services

The total lump sum fee for the additional work described in this amendment is **\$152,790**, excluding NMGR. The fee per task is detailed in the attached spreadsheet and summarized below:

- Task 1 – \$64,880
- Task 2 – \$23,320
- Task 3 – \$11,540
- Task 4 – \$23,650
- Task 5 – \$15,580
- Task 6 – \$5,450
- Task 7 – \$5,600
- Task 8 – \$2,770

It should be noted that the costs presented above are for work completed to the 90 percent design submittal and to complete the final design.



Amendment No. 6 to Contract for 1-MGD Interim Brackish Water Reverse Osmosis Project
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If you have any questions or comments regarding this amendment scope of work and fee, please call me at 505-353-3734 or Paul Karas at 505-353-3719. We look forward to our continued support to the City of Alamogordo on this project.

Sincerely,

A handwritten signature in blue ink that reads "Robert A. Fowlie".

Robert A. Fowlie, PE, BCEE
Principal Engineer, Senior Project Manager
CDM Smith Inc.

A handwritten signature in blue ink that reads "Paul Karas".

Paul Karas, CPG, CHMM
Vice President, Client Service Leader
CDM Smith Inc.

Attachment

Alamogordo 1-MGD Interim Desalination Plant Amendment 6 - Additional Design Services				CDM Smith Hours and Labor Budget																			Subconsultants		Total Budget
Project Tasks	Contract Officer	Senior Tech. Spec.	Project Manager	Eng VI	Eng V	Eng IV	Eng III	Eng II	Eng I	Arch	HVAC & Plumbing	Electrical	I&C	Structural	Senior Tech. Consultant	Designer Drafter	Contract Admin	Clerical	Labor Totals		Other Direct Costs				
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	Firm			
Task 1: Administration Building	2	0	16	0	0	0	0	80	0	165	110	100	0	0	0	0	0	0	473	\$64,780	\$100		\$0	\$64,880	
Design (30,60, 90 and Final)	2		16					80		165	110	100							473	\$64,780	\$100			\$64,880	
Task 2:Raw and Finished Water Lines	0	0	12	0	0	0	0	48	0	0	0	0	0	0	0	120	0	0	180	\$23,220	\$100		\$0	\$23,320	
Design (60, 90, and Final)			12					48								120			180	\$23,220	\$100			\$23,320	
Task 3: Fire Suppression System	0	0	4	0	0	0	0	16	0	0	60	0	0	0	0	8	0	0	88	\$11,540	\$0			\$11,540	
Design (60, 90, and Final)			4					16			60					8			88	\$11,540				\$11,540	
Task 4 : Brine Minimization Study and TM	0	4	30	0	12	0	0	96	8	0	0	0	0	0	8	4	0	0	162	23,650	0	0	0	\$23,650	
Study and TM			26		12			80							8				126	\$18,690				\$18,690	
Modify GW Permit		4	4					16	8							4			36	\$4,960				\$4,960	
Task 5: Solid Waste Excavation Plan	2	8	2	0	0	0	0	10	62	0	0	0	0	0	0	0	0	72	156	\$15,580	\$0	0	\$0	\$15,580	
SW Excavation Plan	2	8	2					10	62									72	156	\$15,580				\$15,580	
Task 6 : Combine Well 5 Plans with Monitoring Wells	2	0	2	0	0	0	0	12	0	0	0	0	0	0	0	20	0	8	44	\$5,350	\$100	0	\$0	\$5,450	
Design (90 and Final)	2		2					12								20		8	44	\$5,350	\$100			\$5,450	
Task 7: Coordination with State Land Office	0	0	10	0	0	0	0	30	0	0	0	0	0	0	0	0	0	0	40	\$5,600	\$0	0	\$0	\$5,600	
Coordination			10					30											40	\$5,600				\$5,600	
Task 8 : Coordination with PNM	0	0	2	0	0	0	0	8	0	0	0	10	0	0	0	0	0	0	20	\$2,770	\$0	0	\$0	\$2,770	
Coordination			2					8				10							20	\$2,770				\$2,770	
Total Hours	6	12	78	0	12	0	0	300	70	165	170	110	0	0	8	152	0	80	1163	\$152,490					
Total Dollars	\$1,260	\$2,520	\$14,430	\$0	\$2,040	\$0	\$0	\$37,500	\$7,700	\$23,100	\$22,100	\$15,400	\$0	\$0	\$1,840	\$19,000	\$0	\$5,600			\$300	\$0	\$0	\$152,790	
Labor Rates and Multipliers for Sets of Tasks	Contract Officer	Senior Tech. Spec.	Project Manager	Eng VI	Eng V	Eng IV	Eng III	Eng II	Eng I	Arch	HVAC & Plumbing	Electrical	I&C	Structural	Senior Tech. Consultant	Designer Drafter	Contract Admin	Clerical			ODC Multiplier	Sub Multiplier			
Billing Rate	\$210	\$210	\$185	\$185	\$170	\$155	\$135	\$125	\$110	\$140	\$130	\$140	\$130	\$140	\$230	\$125	\$100	\$70			1.00	1.06			

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 4.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, approval of the Otero County Economic Development Council, Inc., operating agreement. (*Stephen Thies, City Attorney*)

Fiscal Impact: 30,000.00

Amount Budgeted: \$30,000.00

Fund: 011-1101-411.57-60 FY17

Additional Fiscal Impact:

Recommendation: Staff recommends approval of the agreement.

Background: In this yearly agreement, OCEDC agrees to use its best efforts to advertise, promote and recruit new business and to retain and expand existing business within the City. The City of Alamogordo agrees to participate in the funding necessary to operate OCEDC in the amount of \$30,000.00, paid in four, quarterly installments.

**CONTRACT AGREEMENT
OTERO COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.
(OPERATING)**

This Contract Agreement is made and entered into on the date last signed by the parties and is effective the 1st day of July, 2016 by and between the CITY COMMISSIONERS, CITY OF ALAMOGORDO, hereafter referred to as "The City" and the OTERO COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC., hereafter referred to as "OCEDC".

WITNESSETH:

WHEREAS, the City desires to promote economic development through the recruitment and retention of new and existing business for the City of Alamogordo; and,

WHEREAS, OCEDC desires to provide for the City of Alamogordo and its citizens the following services:

- A. To promote, stimulate, develop and advance business prosperity, employment and economic welfare in Alamogordo, New Mexico;
- B. To assist, through the promotion and recruitment of investment or other business transactions, the creation of new business and industry;
- C. To assist in the rehabilitation and expansion of existing business and industry;
- D. To cooperate and act in conjunction with other organizations, public or private, in the promotion and advancement of commercial, cultural and recreational developments;
- E. To provide assistance in arranging financing for the promotion, development and organization of various kinds of business activity.

NOW THEREFORE, it is agreed by and between the parties as follows:

- 1. OCEDC agrees to use its best efforts to advertise, promote and recruit new business and to retain and expand existing business within the City. To that end, OCEDC will work in concert with other existing organizations including local Chambers of Commerce, the Southeastern Economic Development District, the Rio Grande Council of Governments, and other state and local agencies to coordinate outreach and respond to business inquiries regarding the City.
- 2. The City agrees to participate in the funding necessary to operate OCEDC in the amount of \$30,000 (Thirty thousand dollars) as funds are received and as the budget of the City allows payable in four installments, to be paid quarterly upon the receipt of quarterly expense

report, in the amount of seven thousand five hundred dollars (\$7,500) each, payable to the OCEDC, such funds to be expended only under the terms, conditions and restrictions and for the purposes specifically set forth in this agreement. The first payment under this agreement is expected to occur on September 30th, with subsequent quarterly payments thereafter on the last calendar day of December, March and June.

3. OCEDC agrees that each officer, director and/or employee who handles the funds for OCEDC will be bonded in an amount sufficient to secure the funds that the City is providing OCEDC. Further, OCEDC agrees to provide true and correct copies of the certificates, demonstrating that the bonding is in full force and effect.

4. OCEDC agrees to hold harmless and indemnify the City from any and all liability whatsoever incurred by the City in connection with the grant of these funds by the City to OCEDC.

5. OCEDC agrees that its books shall, at reasonable business hours, be available to the City for review and to make certain that public funds are being utilized as herein agreed.

6. OCEDC will provide a quarterly financial activities report to be filed in the office of the City Manager for public inspection.

7. The period of this Agreement shall be from July 1, 2015 through June 30, 2016.

8. The City agrees, and it is understood by both parties, that any funds from the City will be provided only as they become available and as the Department of Finance and Administration may allow within budgetary constraints imposed upon the City by the Department of Finance and Administration.

9. OCEDC shall not assign or transfer any interest in this Agreement or assign any claims for money due or that shall become due under this Agreement without the prior written approval of the City.

10. Unless otherwise authorized in writing by the City, OCEDC shall not assign any portion of the work to be performed under this Agreement, or obligate itself in any manner with any third party with respects to its rights and responsibilities under this Agreement without the prior written concurrence of the City.

11. OCEDC, upon final payment of the amount due under this Agreement, shall release the City, its officers and employees from liabilities, claims and obligations whatsoever arising from or under this Agreement.

12. OCEDC agrees not to bind the City by contract or otherwise, unless OCEDC has express written authority from the City to do so.

13. This Agreement shall not be altered or amended except by instrument in writing and executed by the parties hereto.

14. This Agreement may be terminated and all funding cease, if at any time the City does not have funding available, or OCEDC fails to comply with the terms of this Agreement.

15. OCEDC shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

16. The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify OCEDC of the termination of this Agreement by giving OCEDC such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, OCEDC shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.

17. Upon any termination of this Agreement, OCEDC shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. OCEDC shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by OCEDC at the time of such termination, subject to all applicable federal and state law. OCEDC shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to OCEDC'S earned but unpaid costs as of the date of such termination.

18. In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. OCEDC hereby covenants, warrants and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the

generality of the foregoing, OCEDC shall comply with all applicable legal or regulatory provisions concerning conflicts of interest. OCEDC certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

19. In providing services under this Agreement, OCEDC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. OCEDC shall take affirmative action to ensure that applicants for employment are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. OCEDC shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause.

OCEDC shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin. OCEDC shall incorporate the foregoing requirements of this section in all of its subcontracts for work to be performed on this Project.

20. By its receipt of final payment of all amounts due under this Agreement, OCEDC shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement.

21. This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings having been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their respective agents shall be valid or enforceable unless embodied within this Agreement.

22. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of their intent to so terminate by certified mail, return receipt requested.

IN WITNESS WHEREOF, the undersigned representatives of the City of Alamogordo and OCEDC have caused this Agreement to be executed, said Agreement to become effective on the date first written above.

CITY OF ALAMOGORDO, NEW MEXICO

Date _____

By: _____
George Straface, Ed.D.
Interim City Manager

ATTEST:

Nancy E. Jacobs, City Clerk

OTERO COUNTY ECONOMIC
DEVELOPMENT COUNCIL, INC.

Date _____

By:  _____
Michael Espiritu, President and CEO

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

EXTENSION TO ECONOMIC DEVELOPMENT SERVICES

THIS AMENDMENT is made by and between the City of Alamogordo (City), a New Mexico municipal corporation and the Otero County Economic Development Council, Inc., (the Consultant), a New Mexico non-profit corporation who previously entered into an Agreement on November 26, 2013.

WHEREAS, this Services Agreement provides for an extension of the term of the contract for periods of one (1) year with terms to be negotiated each year; and,

WHEREAS, the City of Alamogordo and Consultant are desirous of extending the terms of that Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The term of the Agreement is extended for a one (1) year period terminating on June 30, 2017.

Except as set forth in this Extension, the original Services Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this Amendment on the date set opposite their signatures.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Date: _____

By: _____
George Straface, Ed.D. Interim City Manager

ATTEST:

Nancy E. Jacobs, City Clerk

OTERO COUNTY ECONOMIC
DEVELOPMENT COUNCIL, INC.

Date: _____

By: 
Michael Espiritu, President and CEO

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 5.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, the Alamogordo Chamber of Commerce agreement for Tourism Promotional Services. (*Stephen Thies, City Attorney*)

Fiscal Impact: \$26,000.00
Amount Budgeted: \$26,000.00
Fund: 020-0006-454.57-34

Additional Fiscal Impact:

Recommendation: Staff recommends approval of agreement.

Background: In this yearly agreement, the Chamber of Commerce will agree to provide professional staff and expertise to promote tourism for the City of Alamogordo. The City will compensate the Chamber for the services rendered pursuant to this agreement with the sum of \$26,000.00 paid in four, quarterly installments.

AGREEMENT

ALAMOGORDO CHAMBER OF COMMERCE FOR TOURISM PROMOTIONAL SERVICES

THIS AGREEMENT, between the Alamogordo Chamber of Commerce, Inc., a non-profit corporation (hereinafter "Chamber") and the City of Alamogordo, New Mexico, a New Mexico municipal Corporation (hereinafter "City") is made on the date set forth opposite the signatures of each Party, but is effective as of July 1, 2016 (hereinafter "Agreement").

WHEREAS, Section 3-38-15, NMSA 1978, of the Lodgers' Tax Act, authorizes a municipality to impose by ordinance an occupancy tax for revenues on lodging within the municipality; and,

WHEREAS, Section 3-38-21, NMSA 1978, of the Lodgers' Tax Act, provides that revenues from such an occupancy tax may be used to defray costs of advertising, publicizing and promoting tourist-related attractions, facilities and events of the municipality and tourist facilities or attractions within the area; and,

WHEREAS, *Alamogordo City Code* Article 23-02 imposed such a tax; and,

WHEREAS, pursuant to *City Code*, the City has established the Alamogordo Promotion Board for the purpose of recommending the most appropriate use of the lodgers tax revenues; and,

WHEREAS, the Alamogordo Promotion Board has determined that the Chamber has special knowledge, experience and facilities for disseminating information, and is organized for and equipped to carry on promotional activities on behalf of City; and,

WHEREAS, the Alamogordo Promotion Board has recommended that it would be in the best interest of the City to contract with the Chamber to provide promotional activities on behalf of City at the Aubrey L. Dunn, Sr. Visitors Center; and,

WHEREAS, the City desires to provide the funds to the Chamber to provide the tourism promotion activities set forth herein.

NOW, THEREFORE, the City and the Chamber agree as follows:

- 1. Scope of Activities.** The Chamber agrees to:

(a) Provide the professional staff and expertise to promote tourism for the City, which services shall include but not be limited to:

- Answer all phone calls, faxes, mail and e-mails requesting information about the City's tourism related activity and events.
- Coordinate tourism and promotion activities for City of Alamogordo events and area attractions.
- Evaluate the State of New Mexico's annual tourism plan and provide timely recommendations on how Alamogordo can work within this plan.
- Evaluate emerging opportunities, and make recommendations to the board.
- Handle fulfillment (distribution of Alamogordo Visitor Guides to potential visitors, Chambers of Commerce, Convention & Visitors Bureaus and state-run Visitor Information Centers), and shipment of visitor guides to trade shows.
- Maintain and distribute community calendar of events for tourism related as well as other local activities sponsored by area non-profits and attractions.
- Maintain a Community Calendar of Events.
- Maintain the Chamber of Commerce website as the official website for the promotion of Alamogordo.
- Maintain a current list of local lodging facilities and restaurants for visitors.
- Establish new, and conduct on-going, annual events such as Frontier Village, White Sands Balloon Invitational, and the Cottonwood Festival, designed to increase lodger's tax.
- Handle follow-up requests submitted by New Mexico Connection following trade shows.
- Assist members of the media and tour operators with special arrangements or requests during visits to Alamogordo.
- Assist tourism professionals when Alamogordo is included in regional or statewide familiarization ("Fam") tours.
- Provide Chamber Ambassadors to greet important visitors to community and represent Alamogordo at events such as Business Day in Santa Fe and national conventions.

- Take advantage of free promotional opportunities and submit information on local attractions and events.
 - Participate in regional and statewide marketing efforts, sending photos, events, and up-to-date information on attractions for inclusion in their promotions.
- (b) Manage and oversee the operations of the Aubrey L. Dunn, Sr. Visitors Center, which services shall include but not be limited to:
- Coordinate staffing for the Visitor's Center, keeping it open a minimum of 8 hours a day, Monday through Sunday, and all holidays with the exception of Thanksgiving Day, Christmas Day, and New Year's Day, as to be convenient to travelers and visitors.
 - Coordinate training of volunteers/paid staff for the Visitors Center.
 - During office hours, Chamber staff covers Visitors Center when there are volunteer vacancies.
 - Assist Visitors Center staff as needed.
 - Handle routine and emergency maintenance in Visitors Center, including being on call weekends and holidays for emergencies on weekends and holidays.
 - Keep Visitors Center adequately stocked with collateral of interest to travelers.
 - Create and/or photocopy promotional items, when needed, for Visitors Center.
 - Process Visitors Center expenses such as utilities, phone, photocopies, coffee, water and part-time staff.
- (c) Act as a point of contact for tourist related information and all the City's promotional opportunities, which services shall include but not be limited to:
- Maintain an accurate monthly inventory of promotional materials including rack cards, brochures, and giveaway items purchased with Promotion Board funds and submit information in a monthly report to the City, which report will be due by no later than the 10th day of the following month. Provide statistical information of visitor center visitors, attractions' visitors, web hits, and advertising tracking on a monthly basis, and lodger's tax totals on a quarterly basis.
 - As requested by local event planners, assemble and provide customized visitor packets for distribution to their participants.

- Sell and/or distribute tickets for community events, including GAF Oktoberfest, Tops in Blue, and other special events as requested.
- (d) Represent the City at regional, state and national trade shows and tourism conferences, which services shall include but not be limited to the following:
- Represent the City at In-Processing Briefings and other opportunities offered by the military.
 - Advise the City of updates and/or additions needed for display materials in order to have the best presentation possible.
 - Advise the City of additional trade shows and tourism conferences, as they become available.
- (e) Support local event planners with technical assistance on publicity and promotions, which services shall include but not be limited to:
- Maintain and make available a media listing for utilization by area attractions and event sponsors in order to assist them in promoting their event.
 - Assist local event planners with publicity and promotion for their events, including writing and releasing press releases at their request.
 - Post information about local events on the Chamber building marquee.
- (f) Coordinate City related events with local media.
- (g) Grant the City full membership status at no charge with the membership to include all rights and privileges afforded to other members.
- (h) Allow the attendance of one designated city employee free of charge at all Chamber Food and Networking Club events.
- (i) Allow the City to include at no cost advertising or other announcements of City sponsored events in email marketing originated by the Chamber, the Chamber's Chat Newsletter and on its electronic marquee.
- (j) Allow the City to post City sponsored events free of charge on the Chamber website.
- (k) Provide one annual membership for a city employee at no cost in Leadership Otero.
- (l) Twenty-five percent (25%) discount for city employees in any training sessions conducted by the Chamber.

2. **Staff and Operating Expenses.** The Chamber agrees to provide the staff, office space, meeting space, operating expenses and other costs associated with the promotion of tourism, which are necessary to perform their duties and responsibilities under this Agreement.

3. **Performance.** The Chamber shall at all time faithfully, competently and to the best of its ability, experience, and talent, performs all tasks described herein. The Chamber shall employ, at a minimum, generally accepted standards and practices to be utilized by persons engaged in providing the services that are required of Chamber hereunder in meeting its obligations under this Agreement.

4. **Funding.** The City will compensate the Chamber for the services rendered pursuant to this Agreement the sum of twenty-six thousand dollars (\$26,000), payable in four installments, to be paid quarterly upon the receipt of quarterly expense report, in the amount of six thousand five hundred dollars (\$6,500) each, payable to the Alamogordo Chamber of Commerce, such funds to be expended only under the terms, conditions and restrictions and for the purposes specifically set forth in this agreement. The first payment under this agreement is expected to occur on September 30th, with subsequent quarterly payments thereafter on the last calendar day of December, March and June.

5. **Expenditures.** The Chamber agrees that all expenditures will be accordance with the intent and purposes of this agreement.

6. **Auditing of Records, Documents and Reports.** The Chamber shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement and retain said records for a period of three (3) years from the date of final payment under this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the Chamber with respect to matters covered in this Agreement. The City shall have the right to audit the required records. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

7. **Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the

City without the permission of the Chamber. With respect to computer files containing data generated for the work, Chamber shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. Term. This agreement shall commence on July 1, 2016 and shall terminate on June 30, 2017 unless sooner terminated as provided herein. Either party may terminate this Agreement by giving ninety (90) calendar days notice of that party's intention not to continue with this Agreement, without penalty to either party.

9. Notice. Notice may be given under this Agreement by personal service or through mail to:

President and CEO
Chamber of Commerce
1301 N. White Sands Blvd.
Alamogordo, NM 88310

or to the City at:

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

10. No Conflict of Interest. The Chamber affirms that no employee of the Chamber has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The Chamber will not hire any officer or employee to perform any service covered by this Agreement.

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

12. Merger. This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No

prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

13. Equal Opportunity Compliance. The Chamber agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Chamber agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Chamber is found not to be in compliance with these requirements during the life of this Agreement, the Chamber agrees to take appropriate steps to correct these deficiencies.

14. Applicable Law. The laws of the State of New Mexico shall govern this Agreement.

15. Indemnification. The Chamber shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Chamber, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Chamber resulting in injury or damage to persons or property during the time when the Chamber or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Chamber or any officer, agent, employee, servant or subcontractor

under this Agreement is brought against the Chamber, the Chamber shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City by certified mail.

16. Relationship of the Parties. It is understood and agreed that the Chamber is engaged and retained as an independent contractor and not as officers, agents or employees of the City.

17. Workers Compensation. The Chamber agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If Chamber fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

18. Assignment. The Chamber shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

19. Release. The Chamber acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Date: _____

By: _____
George Straface, Ed.D
Interim City Manager

ATTEST:

Nancy E. Jacobs, City Clerk

ALAMOGORDO CHAMBER OF COMMERCE

Date: _____

By: 
Michael Espiritu, President and CEO

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 6.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, approval of Alamogordo Chamber of Commerce Facility Maintenance, Overhead and Operational Expenses of Aubrey L. Dunn, Sr. Visitors Center for Tourism Promotion agreement. (*Stephen Thies, City Attorney*)

Fiscal Impact: \$25,000.00

Amount Budgeted: \$25,000.00

Fund: 020-0006-454.57-34 FY17

Additional Fiscal Impact:

Recommendation: Staff recommends approval of agreement.

Background: In this yearly agreement, the Chamber of Commerce will provide promotional services on behalf of the City of Alamogordo, and the City will pay the Chamber \$25,000.00 for fiscal year 2016-2017 for the facility maintenance, overhead and operational expenses of the Aubrey L. Dunn, Sr. Visitors Center. This amount will be paid in four, quarterly installments.

AGREEMENT

Alamogordo Chamber of Commerce (Facility Maintenance, Overhead and Operational Expenses of Aubrey L. Dunn, Sr. Visitors Center for Tourism Promotion)

THIS AGREEMENT, between the Alamogordo Chamber of Commerce, Inc., a non-profit corporation (hereinafter "Chamber") and the City of Alamogordo, New Mexico, a New Mexico municipal Corporation (hereinafter "City") is made on the date set forth opposite the signatures of each Party, but is effective as of July 1, 2016 (hereinafter "Agreement").

WHEREAS, the Chamber has requested that the City pay \$25,000 (twenty five thousand dollars) for the facility maintenance, overhead and operational expenses of the Aubrey L. Dunn, Sr. Visitors Center, keeping it open a minimum of 8 hours a day, Monday through Sunday, and all holidays with the exception of Thanksgiving Day, Christmas Day and New Year's Day, as to be convenient to travelers and visitors to promote tourism for the City of Alamogordo; and,

WHEREAS, the Chamber provides promotional services on behalf of the City, the City agrees to pay the Chamber \$25,000 (twenty five thousand dollars) for fiscal year 2016-2017 for the facility maintenance, overhead and operational expenses of the Aubrey L. Dunn, Sr. Visitors Center; and,

WHEREAS, the City of Alamogordo Promotion Board has recommended that the Chamber's tourism attraction program and the facility maintenance, overhead and operational expenses of the Aubrey L. Dunn, Sr. Visitors Center be funded through the City's Lodgers' Tax in the amount of \$25,000 (twenty five thousand dollars); and,

WHEREAS, the City Commission of the City of Alamogordo has approved the Promotion Board's recommendation and has appropriated \$25,000 (twenty five thousand dollars) from the City Lodgers' Tax to help fund the facility maintenance, overhead and operational expenses of the Aubrey L. Dunn, Sr. Visitors Center to promote tourism on behalf of the City of Alamogordo.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties hereto, the City and the Chamber agree as follows:

1. The City shall issue four installments, to be paid quarterly upon the receipt of quarterly Expense Report, in the amount of \$6,250 (six thousand, two hundred fifty dollars), payable to the Alamogordo Chamber of Commerce.

2. The Chamber shall use such monies solely for the purpose of facility maintenance, overhead and operational expenses of the Aubrey L. Dunn, Sr. Visitor Center.

3. The Chamber shall promote tourism through the use of the Aubrey L. Dunn, Sr. Visitor Center in the best manner it sees fit.

4. The Chamber will maintain all records pertaining to the procurement of the goods and services purchased hereby and the City or its designated representative shall have the right to inspect those records upon request for a period of three years after the money is expended.

5. The Chamber remains an independent contractor and is solely responsible for the payment of debts, any applicable taxes, or other obligations incurred as a result of this Agreement.

Either party may terminate this agreement by giving ninety (90) days notice of that party's intention not to continue with this agreement, without penalty to either party. Notice may be given under this agreement by personal service or through the mail to:

Michael Espiritu, President and CEO
Chamber of Commerce
1301 N. White Sands Blvd.
Alamogordo, NM 88310

Or to the City at:

City Manager
1376 E. Ninth Street
Alamogordo, NM 88310

The Promotion Board will advise the City as to the quality of services rendered by the Chamber and whether the purposes of this contract are being adequately fulfilled.

It is understood by the parties that the Chamber remains an independent contractor and that neither the Chamber nor any of its employees will accrue City benefits through this agreement.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Date

By: _____
George Straface, Ed.D.
Interim City Manager

ALAMOGORDO CHAMBER OF COMMERCE

Date

By: 
Michael Espiritu, President and CEO

ATTEST:

Nancy E. Jacobs, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 7.

Submitted By: Maggie Paluch, Assistant
City Manager

Subject: Consider, and act upon, approval of the New Mexico Department of Tourism Clean and Beautiful Litter Control and Beautification grant contract for FY2016-2017. (*Jan Wafful, Special Events Manager*)

Fiscal Impact: 17000.00
Amount Budgeted: \$23,500.00
Fund: 037-0000-317-1609

Additional Fiscal Impact:

Recommendation: Approve the contract.

Background: The Keep Alamogordo Beautiful (KAB) Grant for FY2016/2017 has been awarded for \$17,000.

**LITTER CONTROL & BEAUTIFICATION
GRANT AGREEMENT**

THIS AGREEMENT, entered into between the State of New Mexico, New Mexico Tourism Department, "Department" and the City of Alamogordo, "Public Entity". Department and Public Entity each a "Party" and collectively "Parties".

RECITALS

The purpose of the "New Mexico Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et. seq., "Act," is to control litter by authorizing the Department to eliminate litter from New Mexico to the maximum practical extent through a State-coordinated plan of education, control, prevention, and elimination;

The Act, NMSA 1978, § 67-16-12, provides that the Department may allocate up to fifty percent (50%) of the funds generated annually by the Act to local governments to establish and sustain local Keep America Beautiful system programs;

The Act provides that the Department may allocate up to sixty percent (60%) of fees generated annual to local governments to establish a youth employment program to aid in litter control and beautification projects;

The Public Entity is a local government as defined under the Act;

Exhibit 1, Grant Award Distribution are incorporated by reference; and

The Parties hereto intend to fulfill the requirements of the Act through this Agreement.

THEREFORE, pursuant to the Act, the Parties agree as follows:

SECTION ONE- The Department

A. The Department shall:

1. Allocate funds generated by the Act and pay to the Public Entity an amount not to exceed \$17,000 ("Funds") to establish or sustain a local Keep America Beautiful system program; and/or to fund a youth employment program to aid in litter control and beautification projects as stipulated in Exhibit 1.

2. Reimburse Funds on a quarterly basis, quarters are designated as: July through September; October through December; January through March; and April through June.

3. Not disburse any Funds until the Public Entity submits proper written documentation of its expenditures.

4. Allow the Public Entity to request reallocation of Funds between the program resources allocation to the youth employment allocation, based on the Public Entity's need to support local youth interests. Provided the request is in writing, submitted before request for reimbursement and includes specific reference to line items from which Funds will be debited, information about how those Funds will be spent, where the Funds will be credited and any other information requested by the Department.

5. Amend the Public Entity's budget if the Department approves a written request to amend.

SECTION TWO- The Public Entity

A. The Public Entity shall:

1. Perform and complete the Litter Control, Graffiti Eradication, Beautification, Recycling, and related community programs, projects and events as in furtherance of the statewide Keep America Beautiful system programs, pursuant to the Act, and as set forth in Exhibit 1.

2. Spend the Funds allocated as required by, and according to, the provisions of the Act, the applicable rules and regulations of the Department, and this Agreement. The Public Entity shall only expend Funds allocated under this Agreement on equipment, projects, promotional programs, services, education and other matters, only if they are related to litter prevention, elimination, control programs, beautification, and recycling.

3. Complete online reimbursement requests on or before the tenth (10th) calendar day after the end of each quarter, EXCEPT FOR THE FOURTH QUARTER. Public Entity must submit its final requests for reimbursement for the fourth quarter submitted no later than June tenth (10th), except for request on reimbursement for youth employment, which Public Entity may submit by July third (3rd). The first page of all reimbursement requests must be printed, signed and returned to Department no more than five (5) days following each of the above deadlines.

4. Include the following in its requests for reimbursement to the Department:
- a. A detailed accounting of expenditures of all Funds allocated and paid by line item;
 - b. Copies of the detailed Public Entity purchase documents, receipts and proof of payment for equipment, materials, or supplies purchased, (including model and serial numbers, if any);
 - c. Copies of the payroll for youth employees;
 - d. A Final Performance and Accounting Report as defined below, must accompany all fourth quarter requests; and
 - e. Any other information required by the Department.

5. Make reallocation requests in writing to the Department pursuant Section 1 (A)(5), prior to submitting the request for reimbursement.

6. Keep accounting records for the Litter Control, Graffiti, Beautification, Recycling, and related community programs and submit an accounting and performance report to the Department with its final request for reimbursement.

7. Include the following in its Final Performance and Accounting Report:
- a. An accounting of expenditures of all Funds by line item;
 - b. A certification that Public Entity used purchased equipment only for the purpose of fulfilling this Agreement and for no other purpose;
 - c. A detailed summary of accomplishments towards the objectives and goals of the program;
 - d. Any other information necessary to explain the program accomplishments; and
 - e. Any other information required by the Department.

8. Use the equipment purchased in whole or part with the Funds only for the anti-litter and beautification purposes as required by the Act.

9. Not assign or transfer any interest in this Agreement including any claims or money due or that may become due under this Agreement.

10. Not subcontract any portion of the services to be performed, or programs to be fulfilled and accomplished, or consultants to be hired, under this Agreement without prior written approval of the Department.

11. Maintain detailed records documenting the date, time, and nature of services rendered and the progress of programs undertaken and understands that these records shall be subject to inspection by the Department, the Department of Finance and Administration, and the New Mexico State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive payment.

12. Not currently have and not acquire any interest, direct or indirect, that would cause a conflict of interest in any manner or degree in relation to the performance or services required under this Agreement.

13. Release the Department, its officers, and employees, and the State of New Mexico as provided for by law from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. Not purport to bind the Department or the State of New Mexico to any obligation not assumed herein, unless Public Entity has written authority to do so, and then only within the strict limits of that authority.

B. A Public Entity's illegal or unauthorized expenditures under this Agreement shall constitute a debt to the State of New Mexico, owed by Public Entity. In the case of such debt, the

Parties agree that the Department may elect to withhold or recover Funds from the Public Entity, its successors, or assignees or recover through appropriate legal action.

SECTION THREE- General Obligations

A. The Parties shall adhere to the requirements set forth in Department's Litter Control and Beautification Grant Requirements Rule for grant approval, allocation, and reporting.

B. Direct costs of travel or per diem incurred by the Public Entity shall be the sole responsibility of the Public Entity. A Public Entity may propose and request direct and separate travel reimbursement, in advance, for cost associated with conferences, trainings, workshops or other meetings that directly benefit attendees in relationship to the programs they implement and oversee with Funds received under this Agreement. Reimbursement requests for direct costs of travel or per diem for one attendee per conference, etc. *must be* accompanied by a written report including the following items: (1) an evaluation of each session attended, (2) one key learning from each and, (3) at least three (3) ideas for how to incorporate those concepts into future initiatives. Receipts submitted without the proper documentation demonstrating conference attendance will not be reimbursed.

C. Equipment purchased with Funds that has a service life longer than this Agreement shall be used for agreed upon purposes for the length of that equipment's service life. Before the Department reimburses the Public Entity's expenses for such equipment purchased for more than one thousand dollars (\$1,000.00), the Parties shall agree and specify its expected service life based on the kind of equipment, amount of anticipated use, service that will be performed, and the equipment's normal service life.

1. If upon termination or expiration of this Agreement the Public Entity has any property acquired pursuant to this Agreement, then Public Entity shall only dispose of it as directed by Department.

D. The Public Entity's failure to submit reimbursement requests by the protocol delineated on or before the dates outlined in SECTION TWO for the first three quarters will result in a penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted for that quarter. **PUBLIC ENTITIES' REQUESTS RECEIVED AFTER THE FOURTH QUARTER DEADLINES OUTLINED IN SECTION TWO WILL NOT BE PAID.**

E. The Public Entity and its agents and employees are independent contractors fulfilling their obligations to Department under this Agreement and are not employees of the State of New Mexico. Public Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

F. Any unexpended or unencumbered balance upon termination of this Agreement allocated by the Department will revert back to the Department.

SECTION FOUR- Amendment

A. This Agreement shall not be altered, changed or amended except by a written instrument, executed by both Parties.

B. All properly submitted and approved reallocations for Funds do not require a formal amendment to this Agreement, provided the Department does not increase Public Entity's allocation.

SECTION FIVE- Appropriation

A. The Department reserves the right to terminate this Agreement if Funds appropriated by the Legislature are insufficient to fulfill its obligations under this Agreement.

B. The Department's decision as to whether Funds under the Act are sufficient for fulfillment of this Agreement shall be final.

SECTION SIX – Term and Termination

A. This Agreement shall not take effect until executed by the Parties hereto. This Agreement shall terminate on **June 30, 2017**, unless terminated pursuant to the following paragraphs of this Section.

B. The Department may terminate this Agreement if Public Entity fails to commence program activities by the end of the second quarter of the fiscal year or have a plan to complete program activities by the last day of the tenth (10th) month of the fiscal year, if Public Entity fails to communicate its intentions or does not comply with this Agreement as determined by the Department.

C. Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. By such termination, neither Party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither Party shall have any obligation to perform services or make payment for services or specified programs rendered after such date of termination.

SECTION SEVEN – Integration

This Agreement incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, of the Parties or their agents shall become valid or enforceable unless embodied in this Agreement.

SECTION EIGHT – Controlling Law

The laws of the State of New Mexico shall govern this Agreement. The Parties agree that the District Courts of the State of New Mexico have jurisdiction over any lawsuits brought by either Party to enforce its rights hereunder. Venue shall be in Santa Fe County, New Mexico.

SECTION NINE – Intent Of Agreement

This Agreement is not intended by any of the provisions or any part of the Agreement to create in the public, or any member thereof, a third party beneficiary; nor is it intended to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury, damage(s) to property(ties), and/or any other claims(s) whatsoever pursuant to the provisions of this Agreement.

SECTION TEN – New Mexico Tort Claims Act

By entering into this Agreement, neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -14. This Section is intended only to define the liabilities between the Parties hereto and it is not intended to modify, in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act. Public Entity and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses, and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provisions of the New Mexico Tort Claims Act.

SECTION ELEVEN – Equal Opportunity Compliance

Public Entity shall abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, Public Entity shall assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Public Entity is found to have failed to comply with these requirements during the term of this Agreement, Public Entity shall take appropriate steps to correct these deficiencies.

SECTION TWELVE – Civil Rights Laws And Regulation Compliance

Public Entity shall comply with all Federal, State, and local laws and ordinances applicable to the work called for herein. Public Entity further agrees to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, and the New Mexico Human Rights Act.

[The remainder of this page is intentionally left blank.]

The Parties have executed this Agreement as of the date of execution by the Department.

New Mexico Tourism Department

By: _____
Rebecca Latham,
Cabinet Secretary

Date: _____

Public Entity

By: _____

Date: _____

Title: _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 8.

Submitted By: Maggie Paluch, Assistant
City Manager

Subject: Consider, and act upon, approval of the recommended expenditures for Tourism & Advertising Promotions. (*Jan Wafful, Special Events Manager*)

Fiscal Impact: \$12,077.69
Amount Budgeted: \$56,345.74
Fund: 016-0001-419.56-35

Additional Fiscal Impact:

Recommendation: Approve the recommended expenditures for Tourism & Advertising Promotions

Background: The following is a list of the expenditures in need of approval. The invoices are attached for your review.

Hayduk & King Advertising, Inc. Co-op Mktg/Cloudcroft Ad Prod.	\$1,605.00
BravoMic Communications, LLC Co-op Mktg/Cloudcroft Radio Ads	\$4,330.35
Alamogordo Chamber of Commerce Postage Reimb.-AARP Ad Response	\$430.68
Hayduk & King Advertising, Inc. Print Ads-Campgn NMTrue Designs	\$5,711.66



INVOICE

Hayduk-King Advertising, Inc.
P.O. Box 4492 SANTA FE, NEW MEXICO 87502

Jan Wafful
City of Alamogordo
1376 E. Ninth Street
Alamogordo, New Mexico 88310

Number HB-16-066
Date 4/25/2016
Job Number

Job Name/Title Radio Ads

Description	New Mexico True Campaign	AMOUNT
Radio - Two ads Holiday and Spring		\$1,500.00
Design, Produce, Copy Writing, Production Supervision, Studio and Talent Client Revisions, Clerical, Traffic Management and Production Management, and produced to New Mexico True guidelines		
TOTAL		<u>\$1,500.00</u>
NM Gross Receipts Tax:		<u>\$105.00</u>
TOTAL		<u>\$1,605.00</u>

Please Remit Payment to:
Hayduk King Advertising, Inc.
P.O. Box 4492
Santa Fe, NM 87502

CLIENT



COPY

Client: Alamogordo/Cloudcroft
Title: Summer

Client #: 080
Traffic: 16-332

Alamogordo - Cloudcroft, New Mexico
:30 Radio
Summer
Music: Richmond
vo: Pan
April

VO: Looking for a true summer adventure?

Where do you go?

This summer spend it in Alamogordo and Cloudcroft New Mexico!

A hike in the White Sands National Park is like no other hike on earth and one of the world's greatest natural wonders and come celebrate 40 years with the New Mexico Museum of Space History, you'll learn and feel America's Space program and real moon rocks too. Cloudcroft Mayfair has live music and fun for the family Memorial Day weekend. This juried art show brings art and the cool mountains of southern New Mexico together. Cloudcroft is 9,000 feet about stress level

(Song Vocals Up)

VO: It's your summer adventure for the whole Family

Visit COOL Cloudcroft or AlamogordoNMTrue dot com



COPY

Client: Alamogordo
Title: coop

Client #: 080
Traffic: 15-807

Alamogordo - Cloudcroft, New Mexico
:30 Radio
Holiday
Music: Richmond
vo: Pan

VO: Are you searching for a truly holiday adventure?

Where do you go?

This year spend it in Alamogordo and Cloudcroft New Mexico!

Enjoy the twinkle of the stars at White Sands National Park it's like no other place on earth and one of the world's greatest natural wonders. And spend an Old-Fashioned Christmas in the Mountains celebrating the holidays in Cloudcroft with Bonfire, marshmallow roast and hot chocolate & cider.

(Song Vocals Up) NM True song

VO: Winter Holiday Fun for the whole Family

Visit COOL Cloudcroft or AlamogordoNMTrue dot com

Statement of Account



Statement Date: 04/30/2016
Aged As Of: 04/30/2016
Page: 1

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

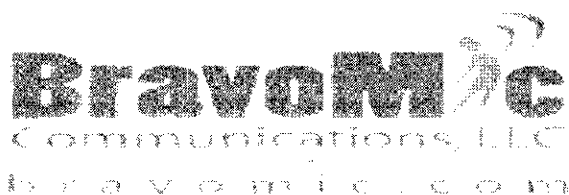
Transaction Number	Transaction Date	Contract Number	Station	Check Number	Net Amount	Applied Amount	Net Due
MC-1160423036	04/30/2016	1753001575	KVLC-FM		\$2,891.96		\$2,891.96
MC-1160423036	04/30/2016	1753001575	KXPZ-FM		\$1,438.39		\$1,438.39
0 - 30 days	31 - 60 days	61 - 90 days	91 - 120 days	121+ days	Net Due		
\$4,330.35	\$0.00	\$0.00	\$0.00	\$0.00	\$4,330.35		

Remit To: BRAVO MIC COMMUNICATIONS, LLC
101 PERKINS DRIVE
575-527-1111
LAS CRUCES, NM 88005-3295

RECEIVED
MAY 09 2016
CITY OF ALAMOGORDO
ACCOUNTS PAYABLE DEPT

PO#86057
K. San Waffel
5/13/16

INVOICE



Invoice #: MC-1160423036
Invoice Date: 04/30/2016
Contract #: 1753001575
Page: 1
Net Amount Due: \$4,330.35

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

Station(s): KVLC-FM
 KXPZ-FM

Advertiser: City of Alamogordo
Product: Summer
Estimate #:
Agency Client Code:
Buyer Name: Jan Wafful

Salesperson(s): Teresa Frederick
Terms: Due Upon Receipt

Day	Date	Time	Ln	Length	Product	ISCI	Rate
KVLC-FM							
FRI	04/01/16	06:13a	1	30			\$30.00
FRI	04/01/16	09:24a	1	30			\$30.00
FRI	04/01/16	01:23p	1	30			\$30.00
FRI	04/01/16	04:51p	1	30			\$30.00
SAT	04/02/16	11:23a	1	30			\$30.00
SAT	04/02/16	04:25p	1	30			\$30.00
SUN	04/03/16	07:50a	1	30			\$30.00
SUN	04/03/16	02:23p	1	30			\$30.00
MON	04/04/16	11:24a	2	30			\$30.00
MON	04/04/16	02:48p	2	30			\$30.00
MON	04/04/16	05:21p	2	30			\$30.00
TUE	04/05/16	07:52a	2	30			\$30.00
TUE	04/05/16	11:22a	2	30			\$30.00
TUE	04/05/16	06:52p	2	30			\$30.00
WED	04/06/16	08:38a	2	30			\$30.00
WED	04/06/16	10:50a	2	30			\$30.00
WED	04/06/16	01:54p	2	30			\$30.00
THU	04/07/16	07:27a	2	30			\$30.00
THU	04/07/16	09:15a	2	30			\$30.00
THU	04/07/16	02:23p	2	30			\$30.00
THU	04/07/16	04:52p	2	30			\$30.00
FRI	04/08/16	08:13a	2	30			\$30.00
FRI	04/08/16	11:55a	2	30			\$30.00
FRI	04/08/16	01:54p	2	30			\$30.00
FRI	04/08/16	03:18p	2	30			\$30.00
SAT	04/09/16	10:58a	2	30			\$30.00
SAT	04/09/16	05:52p	2	30			\$30.00
SUN	04/10/16	08:52a	2	30			\$30.00
SUN	04/10/16	04:52p	2	30			\$30.00
MON	04/11/16	11:22a	3	30			\$30.00
MON	04/11/16	12:54p	3	30			\$30.00
MON	04/11/16	06:23p	3	30			\$30.00

INVOICE



Invoice #: MC-1160423036
 Invoice Date: 04/30/2016
 Contract #: 1753001575
 Page: 2
 Net Amount Due: \$4,330.35

Day	Date	Time	Ln	Length	Product	ISCI	Rate
TUE	04/12/16	07:27a	3	30			\$30.00
TUE	04/12/16	09:25a	3	30			\$30.00
TUE	04/12/16	03:22p	3	30			\$30.00
WED	04/13/16	02:39p	3	30			\$30.00
WED	04/13/16	03:44p	3	30			\$30.00
WED	04/13/16	06:20p	3	30			\$30.00
THU	04/14/16	06:54a	3	30			\$30.00
THU	04/14/16	08:40a	3	30			\$30.00
THU	04/14/16	01:53p	3	30			\$30.00
THU	04/14/16	04:53p	3	30			\$30.00
FRI	04/15/16	07:13a	3	30			\$30.00
FRI	04/15/16	11:53a	3	30			\$30.00
FRI	04/15/16	01:23p	3	30			\$30.00
FRI	04/15/16	04:40p	3	30			\$30.00
SAT	04/16/16	06:55a	3	30			\$30.00
SAT	04/16/16	12:21p	3	30			\$30.00
SUN	04/17/16	06:55a	3	30			\$30.00
SUN	04/17/16	10:51a	3	30			\$30.00
MON	04/18/16	06:55a	4	30			\$30.00
MON	04/18/16	01:53p	4	30			\$30.00
MON	04/18/16	05:22p	4	30			\$30.00
TUE	04/19/16	07:55a	4	30			\$30.00
TUE	04/19/16	12:21p	4	30			\$30.00
TUE	04/19/16	03:51p	4	30			\$30.00
WED	04/20/16	08:12a	4	30			\$30.00
WED	04/20/16	10:25a	4	30			\$30.00
WED	04/20/16	02:24p	4	30			\$30.00
THU	04/21/16	09:12a	4	30			\$30.00
THU	04/21/16	11:26a	4	30			\$30.00
THU	04/21/16	05:22p	4	30			\$30.00
THU	04/21/16	06:38p	4	30			\$30.00
FRI	04/22/16	07:23a	4	30			\$30.00
FRI	04/22/16	10:22a	4	30			\$30.00
FRI	04/22/16	12:52p	4	30			\$30.00
FRI	04/22/16	05:50p	4	30			\$30.00
SAT	04/23/16	09:23a	4	30			\$30.00
SAT	04/23/16	05:52p	4	30			\$30.00
SUN	04/24/16	06:18a	4	30			\$30.00
SUN	04/24/16	03:54p	4	30			\$30.00
MON	04/25/16	07:52a	5	30			\$30.00
MON	04/25/16	02:21p	5	30			\$30.00
MON	04/25/16	03:52p	5	30			\$30.00
TUE	04/26/16	11:53a	5	30			\$30.00
TUE	04/26/16	03:20p	5	30			\$30.00
TUE	04/26/16	05:22p	5	30			\$30.00
WED	04/27/16	06:14a	5	30			\$30.00
WED	04/27/16	08:40a	5	30			\$30.00

INVOICE



Invoice #: MC-1160423036
 Invoice Date: 04/30/2016
 Contract #: 1753001575
 Page: 3
 Net Amount Due: \$4,330.35

Day	Date	Time	Ln	Length	Product	ISCI	Rate
WED	04/27/16	03:53p	5	30			\$30.00
THU	04/28/16	07:12a	5	30			\$30.00
THU	04/28/16	08:55a	5	30			\$30.00
THU	04/28/16	02:23p	5	30			\$30.00
FRI	04/29/16	07:11a	5	30			\$30.00
FRI	04/29/16	08:59a	5	30			\$30.00
FRI	04/29/16	11:52a	5	30			\$30.00
FRI	04/29/16	02:51p	5	30			\$30.00
SAT	04/30/16	09:49a	5	30			\$30.00
SAT	04/30/16	04:17p	5	30			\$30.00

KXPZ-FM

FRI	04/01/16	06:26a	1	30			\$16.00
FRI	04/01/16	07:41a	1	30			\$16.00
FRI	04/01/16	12:18p	1	30			\$16.00
FRI	04/01/16	03:20p	1	30			\$16.00
SAT	04/02/16	04:21p	1	30			\$16.00
SAT	04/02/16	06:21p	1	30			\$16.00
SUN	04/03/16	11:22a	1	30			\$16.00
MON	04/04/16	01:46p	2	30			\$16.00
MON	04/04/16	03:22p	2	30			\$16.00
MON	04/04/16	04:23p	2	30			\$16.00
TUE	04/05/16	07:54a	2	30			\$16.00
TUE	04/05/16	12:56p	2	30			\$16.00
TUE	04/05/16	06:54p	2	30			\$16.00
WED	04/06/16	07:40a	2	30			\$16.00
WED	04/06/16	04:38p	2	30			\$16.00
WED	04/06/16	06:22p	2	30			\$16.00
THU	04/07/16	08:50a	2	30			\$16.00
THU	04/07/16	11:22a	2	30			\$16.00
THU	04/07/16	04:55p	2	30			\$16.00
THU	04/07/16	06:27p	2	30			\$16.00
FRI	04/08/16	12:18p	2	30			\$16.00
FRI	04/08/16	01:53p	2	30			\$16.00
FRI	04/08/16	03:57p	2	30			\$16.00
FRI	04/08/16	04:57p	2	30			\$16.00
SAT	04/09/16	07:18a	2	30			\$16.00
SAT	04/09/16	11:36a	2	30			\$16.00
SUN	04/10/16	01:34p	2	30			\$16.00
MON	04/11/16	11:41a	3	30			\$16.00
MON	04/11/16	01:33p	3	30			\$16.00
MON	04/11/16	04:57p	3	30			\$16.00
TUE	04/12/16	06:40a	3	30			\$16.00
TUE	04/12/16	03:33p	3	30			\$16.00
TUE	04/12/16	06:20p	3	30			\$16.00
WED	04/13/16	10:22a	3	30			\$16.00
WED	04/13/16	12:20p	3	30			\$16.00

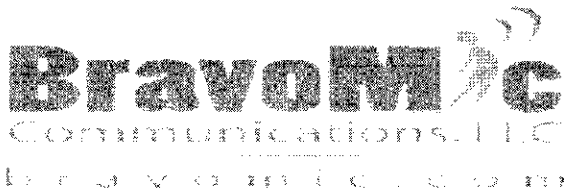
INVOICE



Invoice #: MC-1160423036
 Invoice Date: 04/30/2016
 Contract #: 1753001575
 Page: 4
 Net Amount Due: \$4,330.35

Day	Date	Time	Ln	Length	Product	ISCI	Rate
WED	04/13/16	06:54p	3	30			\$16.00
THU	04/14/16	07:25a	3	30			\$16.00
THU	04/14/16	08:56a	3	30			\$16.00
THU	04/14/16	12:32p	3	30			\$16.00
THU	04/14/16	02:34p	3	30			\$16.00
FRI	04/15/16	11:23a	3	30			\$16.00
FRI	04/15/16	01:35p	3	30			\$16.00
FRI	04/15/16	03:20p	3	30			\$16.00
FRI	04/15/16	04:20p	3	30			\$16.00
SAT	04/16/16	11:37a	3	30			\$16.00
SUN	04/17/16	06:15a	3	30			\$16.00
MON	04/18/16	08:11a	4	30			\$16.00
MON	04/18/16	10:22a	4	30			\$16.00
MON	04/18/16	03:23p	4	30			\$16.00
TUE	04/19/16	11:19a	4	30			\$16.00
TUE	04/19/16	12:36p	4	30			\$16.00
TUE	04/19/16	06:22p	4	30			\$16.00
WED	04/20/16	06:11a	4	30			\$16.00
WED	04/20/16	01:34p	4	30			\$16.00
WED	04/20/16	06:20p	4	30			\$16.00
THU	04/21/16	07:12a	4	30			\$16.00
THU	04/21/16	01:38p	4	30			\$16.00
THU	04/21/16	04:21p	4	30			\$16.00
THU	04/21/16	06:25p	4	30			\$16.00
FRI	04/22/16	07:30a	4	30			\$16.00
FRI	04/22/16	11:22a	4	30			\$16.00
FRI	04/22/16	12:53p	4	30			\$16.00
FRI	04/22/16	04:48p	4	30			\$16.00
SAT	04/23/16	09:23a	4	30			\$16.00
SUN	04/24/16	03:31p	4	30			\$16.00
MON	04/25/16	06:49a	5	30			\$16.00
MON	04/25/16	03:20p	5	30			\$16.00
MON	04/25/16	06:20p	5	30			\$16.00
TUE	04/26/16	08:18a	5	30			\$16.00
TUE	04/26/16	12:50p	5	30			\$16.00
TUE	04/26/16	06:19p	5	30			\$16.00
WED	04/27/16	07:20a	5	30			\$16.00
WED	04/27/16	11:49a	5	30			\$16.00
WED	04/27/16	01:53p	5	30			\$16.00
THU	04/28/16	06:25a	5	30			\$16.00
THU	04/28/16	10:52a	5	30			\$16.00
THU	04/28/16	04:35p	5	30			\$16.00
THU	04/28/16	06:49p	5	30			\$16.00
FRI	04/29/16	07:25a	5	30			\$16.00
FRI	04/29/16	08:25a	5	30			\$16.00
FRI	04/29/16	10:50a	5	30			\$16.00
FRI	04/29/16	01:21p	5	30			\$16.00

INVOICE



Invoice #: MC-1160423036
 Invoice Date: 04/30/2016
 Contract #: 1753001575
 Page: 5
 Net Amount Due: \$4,330.35

Day	Date	Time	Ln	Length	Product	ISCI	Rate
SAT	04/30/16	03:34p	5	30			\$16.00

KVLC-FM

Total Spots: 89
 Gross Amount: \$2,670.00
 Agency Commission: \$0.00
 Taxes:
 New Mexico Taxes \$221.96
 Net Amount: \$2,891.96

KXPZ-FM

Total Spots: 83
 Gross Amount: \$1,328.00
 Agency Commission: \$0.00
 Taxes:
 New Mexico Taxes \$110.39
 Net Amount: \$1,438.39

Remit To:
 BRAVO MIC COMMUNICATIONS, LLC
 101 PERKINS DRIVE
 575-527-1111
 LAS CRUCES, NM 88005-3295

Invoice Totals

Total Spots: 172
 Gross Amount: \$3,998.00
 Agency Commission: \$0.00
 Taxes:
 New Mexico Taxes \$332.35
 Net Amount Due: \$4,330.35

Due Upon Receipt

Script Affidavit

Agency:

Advertiser: City of Alamogordo

Product:

ISCI:

Copy Length: 30

This announcement was broadcast at the following times at the following rates on station KVLC-FM program log.

	# of Times Aired @	Rate
	89	\$30.00
Total	89	\$2,670.00

This announcement was broadcast 89 times, and were invoiced to this station KVLC-FM client on invoice MC-1160423036 dated 4/30/16 for \$2,670.00.

The undersigned deposes and says that broadcasting service has been rendered by station in accordance with the attached invoice.

BY: Valerie Hernandez

State of New Mexico

County of Dona Ana

Subscribed and sworn to before me this 30th day of April, 2016

The above signed is proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Donna M. Bustillos

NOTARY PUBLIC, Donna M. Bustillos

My commission expires: July 5, 2018

Script Affidavit

Agency:

Advertiser: City of Alamogordo

Product:

ISCI:

Copy Length: 30

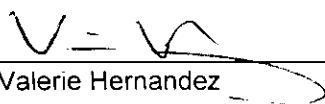
This announcement was broadcast at the following times at the following rates on station KXPZ-FM program log.

	# of Times Aired @	Rate
	83	\$16.00
Total	83	\$1,328.00

This announcement was broadcast 83 times, and were invoiced to this station KXPZ-FM client on invoice MC-1160423036 dated 4/30/16 for \$1,328.00.

The undersigned deposes and says that broadcasting service has been rendered by station in accordance with the attached invoice.

BY:

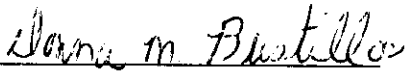

Valerie Hernandez

State of New Mexico

County of Dona Ana

Subscribed and sworn to before me this 30th day of April, 2016

The above signed is proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


NOTARY PUBLIC, Donna M. Bustillos
My commission expires: July 5, 2018

INVOICE



Invoice #: MC-1160423087
 Invoice Date: 04/30/2016
 Contract #: 1753001587
 Page: 1
 Net Amount Due: \$0.00

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

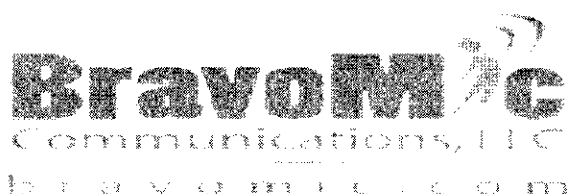
Station(s): KVLC-FM
 KXPZ-FM

Advertiser: City of Alamogordo
 Product: Tourism
 Estimate #:
 Agency Client Code:
 Buyer Name: Jan Wafful

Salesperson(s): Teresa Frederick
 Terms: Due Upon Receipt

Day	Date	Time	Ln	Length	Product	ISCI	Rate
KVLC-FM							
WED	04/13/16	07:20p	1	30			\$0.00
WED	04/13/16	08:20p	1	30			\$0.00
THU	04/14/16	06:53p	1	30			\$0.00
THU	04/14/16	07:55p	1	30			\$0.00
FRI	04/15/16	06:23p	1	30			\$0.00
FRI	04/15/16	07:54p	1	30			\$0.00
SAT	04/16/16	07:43p	1	30			\$0.00
SAT	04/16/16	08:45p	1	30			\$0.00
SUN	04/17/16	07:50p	1	30			\$0.00
SUN	04/17/16	08:52p	1	30			\$0.00
MON	04/18/16	07:52p	1	30			\$0.00
MON	04/18/16	08:55p	1	30			\$0.00
TUE	04/19/16	07:49p	1	30			\$0.00
TUE	04/19/16	08:52p	1	30			\$0.00
WED	04/20/16	07:50p	1	30			\$0.00
WED	04/20/16	08:51p	1	30			\$0.00
THU	04/21/16	07:52p	1	30			\$0.00
THU	04/21/16	08:55p	1	30			\$0.00
FRI	04/22/16	06:50p	1	30			\$0.00
FRI	04/22/16	07:50p	1	30			\$0.00
SAT	04/23/16	07:48p	1	30			\$0.00
SAT	04/23/16	08:50p	1	30			\$0.00
SUN	04/24/16	07:49p	1	30			\$0.00
SUN	04/24/16	08:51p	1	30			\$0.00
KXPZ-FM							
WED	04/13/16	07:22p	1	30			\$0.00
WED	04/13/16	08:25p	1	30			\$0.00
THU	04/14/16	07:18p	1	30			\$0.00
THU	04/14/16	08:20p	1	30			\$0.00
FRI	04/15/16	07:19p	1	30			\$0.00
FRI	04/15/16	08:19p	1	30			\$0.00

INVOICE



Invoice #: MC-1160423087
 Invoice Date: 04/30/2016
 Contract #: 1753001587
 Page: 2
 Net Amount Due: \$0.00

Day	Date	Time	Ln	Length	Product	ISCI	Rate
SAT	04/16/16	07:21p	1	30			\$0.00
SAT	04/16/16	08:25p	1	30			\$0.00
SUN	04/17/16	07:19p	1	30			\$0.00
SUN	04/17/16	08:19p	1	30			\$0.00
MON	04/18/16	07:19p	1	30			\$0.00
MON	04/18/16	10:31p	1	30			\$0.00
TUE	04/19/16	07:25p	1	30			\$0.00
TUE	04/19/16	08:25p	1	30			\$0.00
WED	04/20/16	07:20p	1	30			\$0.00
WED	04/20/16	08:20p	1	30			\$0.00
THU	04/21/16	07:33p	1	30			\$0.00
THU	04/21/16	08:35p	1	30			\$0.00
FRI	04/22/16	07:19p	1	30			\$0.00
FRI	04/22/16	10:34p	1	30			\$0.00
SAT	04/23/16	07:18p	1	30			\$0.00
SAT	04/23/16	08:21p	1	30			\$0.00
SUN	04/24/16	07:21p	1	30			\$0.00
SUN	04/24/16	08:25p	1	30			\$0.00

KVLC-FM

Total Spots: 24
 Gross Amount: \$0.00
 Agency Commission: \$0.00
 Taxes:
 New Mexico Taxes \$0.00
 Net Amount: \$0.00

KXPZ-FM

Total Spots: 24
 Gross Amount: \$0.00
 Agency Commission: \$0.00
 Taxes:
 New Mexico Taxes \$0.00
 Net Amount: \$0.00

Remit To:
 BRAVO MIC COMMUNICATIONS, LLC
 101 PERKINS DRIVE
 575-527-1111
 LAS CRUCES, NM 88005-3295

Invoice Totals

Total Spots: 48
 Gross Amount: \$0.00
 Agency Commission: \$0.00
 Taxes:
 New Mexico Taxes \$0.00
 Net Amount Due: \$0.00

Due Upon Receipt

Script Affidavit

Agency:

Advertiser: City of Alamogordo

Product:

ISCI:

Copy Length: 30

This announcement was broadcast at the following times at the following rates on station KVLC-FM program log.

	# of Times Aired @	Rate
	24	\$0.00
Total	24	\$0.00

This announcement was broadcast 24 times, and were invoiced to this station KVLC-FM client on invoice MC-1160423087 dated 4/30/16 for \$0.00.

The undersigned deposes and says that broadcasting service has been rendered by station in accordance with the attached invoice.

BY: Valerie Hernandez

State of New Mexico

County of Dona Ana

Subscribed and sworn to before me this 30th day of April, 2016

The above signed is proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Donna M. Bustillos
NOTARY PUBLIC, Donna M. Bustillos
My commission expires: July 5, 2018

Script Affidavit

Agency:

Advertiser: City of Alamogordo

Product:

ISCI:

Copy Length: 30

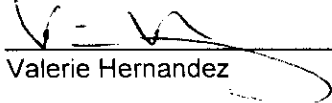
This announcement was broadcast at the following times at the following rates on station KXPZ-FM program log.

	# of Times Aired @	Rate
	24	\$0.00
Total	24	\$0.00

This announcement was broadcast 24 times, and were invoiced to this station KXPZ-FM client on invoice MC-1160423087 dated 4/30/16 for \$0.00.

The undersigned deposes and says that broadcasting service has been rendered by station in accordance with the attached invoice.

BY:

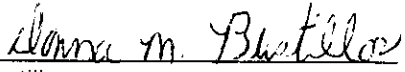

Valerie Hernandez

State of New Mexico

County of Dona Ana

Subscribed and sworn to before me this 30th day of April, 2016

The above signed is proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


NOTARY PUBLIC, Donna M. Bustillos
My commission expires: July 5, 2018



Morning Ride
6am – 10am



10am – 2pm



2pm – 7pm



7pm - Midnight

Southern New Mexico's New Country

The logo for Z100 Country KXPZ 99.5 FM. It features the call letters "Z100" in a large, bold, sans-serif font. Below "Z100" is a stylized graphic of a sun rising over a horizon line, with the word "COUNTRY" in a large, bold, sans-serif font. Below "COUNTRY" is the text "KXPZ 99.5 FM" in a smaller, bold, sans-serif font. The entire logo is set against a white background.

Station: Zia Country

Slogan: Southern NM's New Country

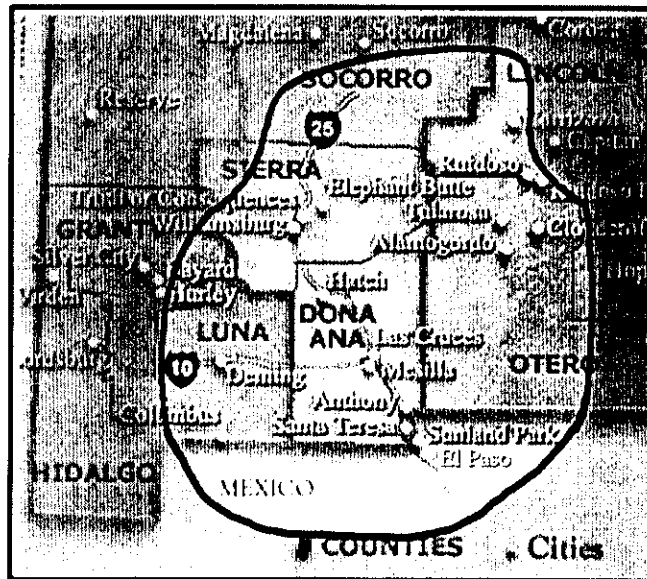
Frequency: 99.5 FM

Call Letters: KXPZ FM

Web Site: www.ziacountry.com

Wattage: 100,000 watts

Format: **Country**



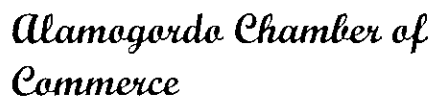
- ✦ Streaming Live Audio & Video
- ✦ Social Networking
- ✦ 24 Hours a Day

Primary Demo: Adults 25-54

Secondary Demo: Adults 18-49

Sponsorship Opportunities

Traffic and Weather



Invoice

Bill To
City of Alamogordo Promotions Board 1376 E 9th St Alamogordo, NM 88310

Description	Qty	Rate	Amount
Postage for AARP Visitor Guide Mailings	888	0.485	430.68

Balance Due

\$430.68

Phone #

575-437-6120

Totalfunds by Hasler, PO Box 30193, Tampa FL, 33630-3193
Alamogordo Chamber of Commerce Postage Machine Report

Multi Account

Begin date 1/1/2016

End date 2/11/2016

Log Time 1:30 PM

Number	Name	Items	Value
1	Ldrshp Otero	0	\$ -
2	Office	133	\$ 65.72
3	Relocation	21	\$ 120.11
4	C/50	7	\$ 3.40
5	Board	2	\$ 0.97
6	Frontier Village	0	\$ -
7	Annual Banquet	0	\$ -
8	AARP Mailings	888	\$ 430.68
9	OCEDC	12	\$ 6.54
10	Tourism	80	\$ 58.26
		1143	\$ 685.66



INVOICE

Hayduk-King Advertising, Inc.
P.O. Box 4492 SANTA FE, NEW MEXICO 87502

Jan Wafful
City of Alamogordo
1376 E. Ninth Street
Alamogordo, New Mexico 88310

Number HB-16-067
Date 4/25/2016
Job Number

Job Name/Title Print Ads

Description	New Mexico True Campaign	AMOUNT
Print ads		
Design, Production Layout, Copy Writing, Photo's, Production Supervision		\$5,338.00
Client Revisions, Clerical, Traffic Management and Production Management,		
and designed to New Mexico True guidelines		
El Paso Visitors Guide, True West, US Army Giffon, Summer, Fall and Spring, American Classified		
NM Magazine November & February, American Road, NM Adventure Guide, Journal Museums,		
NM Traveler, Carlsbad Chamber Guide, AARP, AAA January and Group Tour October and April		
Bataan DM Catalog and Road to Romance URL		

TOTAL	\$5,338.00
NM Gross Receipts Tax:	\$373.66
TOTAL	\$5,711.66

Please Remit Payment to:
Hayduk King Advertising, Inc.
P.O. Box 4492
Santa Fe, NM 87502

CLIENT

ABRP AD-

White Sands National Monument

Painted skies illuminate your journey.

☐ TRUE ☐ FALSE

Alamogordo is
NEW MEXICO True

AlamogordoNMTrue.com
Ci.Alamogordo.NM.US

Americand Rd Ad

White Sands National Monument

No shoes.

No worries.

Only Memories.

☐ TRUE ☐ FALSE

www.Alamogordonmtrue.com

Alamogordo is
NEW MEXICO *true*

Group Tour Id

White Sands National Monument

Painted skies illuminate your journey.

☐ TRUE ☐ FALSE

Alamogordo is
NEW MEXICO *True*

AlamogordoNmTrue.com

White Sands National Monument

Painted skies illuminate your journey.

☐ TRUE ☐ FALSE

Alamogordo is
NEW MEXICO True

AlamogordoNmTrue.com

White Sands National Monument

Transform the ordinary into the epic.

☐ TRUE ☐ FALSE



Alamogordo is
NEW MEXICO True

AlamogordoNmTrue.com

Griffon Ad- Fall

New Mexico Museum of Space History

A Larger than life view.

☐ TRUE ☐ FALSE



Alamogordo is
NEW MEXICO True

Alamogordo.com

White Sands National Monument

Where sunsets paint the sand. **[TRUE]**

Alamogordo is
NEW MEXICO *True*

Alamogordonmtrue.com

Triple AAA - NM & TX Journey
Ad

White Sands National Monument

Where sunsets paint the sand. **[TRUE]**



Alamogordo is
NEW MEXICO True

Alamogordonmtrue.com

Triple AAA NM+TX Journey
Ads

White Sands National Monument

Where sunsets paint the sand. **[TRUE]**

Alamogordo is
NEW MEXICO *True*

Alamogordonmtrue.com

Group Tour Ads

White Sands National Monument

Painted skies illuminate your journey. **[TRUE]**



Alamogordo is
NEW MEXICO *True*

AlamogordoNMTrue.com

*Bataan March Catalogue FD
(color)*

White Sands National Monument

Painted skies illuminate your journey.

☐ TRUE ☐ FALSE

Alamogordo is
NEW MEXICO *True*

AlamogordoNMTrue.com

Ci.Alamogordo.NM.US

*Griffon Ad Spring
(color)*

New Mexico Museum of Space History

It IS rocket science. **[TRUE]**

Alamogordo is
NEW MEXICO *true*

AlamogordoNMTrue.com

White Sands National Monument

A change of pace is invigorating. **[TRUE]**

Alamogordo is
NEW MEXICO *True*

AlamogordoNMTrue.com

Guestlife Ad - 2014

White Sands National Monument

Painted skies illuminate your journey. **[TRUE]**



Alamogordo is
NEW MEXICO *True*

AlamogordoNMTrue.com

Southwest Treasures
GuestLife Bonus Ad (color)



Fourth of July at the New Mexico Museum of Space History in Alamogordo.

**CITY OF ALAMOGORDO VISITOR CENTER,
ALAMOGORDO CHAMBER OF COMMERCE**

1301 N. White Sands Blvd.
Alamogordo, NM 88310

www.alamogordo.com

www.alamogordonmtrue.com

THIS PROOF IS FOR CONTENT ONLY NOT FOR COLOR!	
GLNM16-SWT	PO:20960.pp3
March 28, 2016	M. Caudell
PROOFED OUT	
PROOF	
Please check this proof carefully and clearly mark any corrections. It is important that you keep this proof no more than 24 hours. Please review your proof and check the following below:	
☐ OK to print	
☐ OK to print with revisions	
☐ Please send another proof after revisions have been made.	
ADVERTISER	M. Meredith
Sales Representative	
DATE	
DESERT PUBLICATIONS INC. 200 N. Indian Canyon Dr., Palm Springs, CA 92262	

*Group Tour Ad
(Color)*

White Sands National Monument

Painted skies illuminate your journey. **[TRUE]**



Alamogordo is
NEW MEXICO *True*

AlamogordoNMTrue.com

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 9.

Submitted By: Veronica Ortega,
Community Services Director

Subject: Consider, and act upon, approval of Senior Volunteer Program contract for fiscal year 2016/2017.
(*Veronica Ortega, Community Services Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: The Contractor (City of Alamogordo) shall provide the services below as required by the State of New Mexico, Aging and Long Term Services Department:

Foster Grandparent Program: \$67,500

Senior Companion Program: \$67,750

Retired Senior Volunteer Program: \$40,750

The total amount payable under this contract shall not exceed \$176,000.

Recommendation: Approve the contract.

Background: The purpose of the contract is to ensure that volunteer programs (Foster Grandparent Program - FGP, Senior Companion Program -SCP, and Retired Senior Volunteer Program -RSVP) provide opportunities for older adults (age 55+) to engage in their communities through various volunteer programs.

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT #17-624-4000-0014**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City of Alamogordo**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.
2. Compensation.
 - A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$176,000.00 as listed in Attachment 2. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Department when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**
 - B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the Parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Department. All invoices **MUST BE** received by the Department no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date will not be paid.
 - C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Department finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is

postmarked. However, the Department shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

For purchases funded by state or federal grants to the Contractor, if the Contractor has not received the funds from the federal or state funding Department, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding Department.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT. This Agreement shall terminate on June 30, 2017, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) or for any other reason allowed by law. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Grounds. The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement.

B. Notice; Department Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Department does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Department does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Department; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Department's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. This provision is not exclusive and does not waive the Department's other legal rights and remedies caused by the Contractors default/breach of this Agreement.

D. Termination Management. Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Department upon termination and shall be submitted to the Department as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Department proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Department and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax, unless the contract is between two public entities. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Department.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Department. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Department.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Department employee while such employee was or is employed by the Department and participating directly or indirectly in the Department's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Department.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Department relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Department and notwithstanding anything in the Agreement to the contrary, the Department may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Department proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Department.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Department, the Department of Finance and Administration and the State Auditor. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Department an audit conducted by a certified public accountant in compliance with the Single Audit Act.

20. Indemnification.

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

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices.

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

To the Department: Carmela Martinez
Aging and Long Term Services Department
PO Box 27118
Santa Fe, NM 87502

To the Contractor: City of Alamogordo
2201 Puerto Rico Ave.
Alamogordo, NM 88310

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

EXECUTED AND AGREED TO by signatures below.

By: _____
Aging and Long-Term Services Department

Date: _____

By: _____
ALTSD's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
ALTSD's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

Attachment 1- Scope of Work

City of Alamogordo

A. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, “Services” is defined as the Foster Grandparent Program, the Senior Companion Program, and the Retired and Senior Volunteer Program. Descriptions and authorizations for the Services are set forth, below. The Services should produce results that support ALTSD’s mission and goals set forth in its Strategic Plan. The Services provided under this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home and contributing to the community.

1. Services provided for under this Contract are as follows:
 - a. The **Foster Grandparent Program (FGP)** is authorized under Title II, Part B, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental or emotional problems of children, less than 21 years of age, with special or exceptional needs.
 - b. The **Senior Companion Program (SCP)** is authorized under Title II, Part C, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to older adults with health and functional limitations to enable them to remain as independent as possible in their own homes.

Both the **Foster Grandparent Program (FGP)** and the **Senior Companion Program (SCP)** engage persons aged 55 and older, particularly those with limited incomes, in volunteer service to meet critical community needs and provide a high quality experience to enrich the lives of the volunteers.

- c. The **Retired and Senior Volunteer Program (RSVP)** secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and

expertise to community projects and organizations. RSVP is authorized under Title II, Part A, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older to engage in volunteer activities designed to meet critical community needs.

B. POPULATIONS TO BE SERVED

The Contractor shall be responsible for the provision of Services as follows:

1. **FGP** volunteers shall serve children under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, in order to maintain or improve the children's health status and psychosocial functioning.
2. **SCP** volunteers shall serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.
3. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in: Otero County; which shall be referred to as the "Service Area."

C. RESPONSIBILITIES OF THE CONTRACTOR

1. Program Requirements:

- a. The Contractor must be designated as an official Senior Corps program through the federal Corporation for National and Community Service (CNCS) in the designated Service Area.
- b. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.
- c. The Contractor shall comply with all current rules and regulations pursuant to the Laws of the State of New Mexico (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and CNCS federal statutes, regulations and guidelines applicable to each of the Services.

- d. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to: management, supervision, service provision coordination, accounting, data collection and reporting.
- e. The Contractor shall be responsible for outreach, recruitment and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.
- f. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and activities by which each volunteer will be measured as well as documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of a volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.
- g. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees, as mandated by CNCS prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.
- h. The Contractor shall ensure that each volunteer meets the eligibility criteria as specified by CNCS program guidelines as required in the federal program regulations.
- i. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers in accordance with the CNCS program handbook. The Contractor shall provide to the Department all CNCS required paperwork and forms within 5 days of the Department's written request.
- j. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the CNCS program handbook and in coordination with its Advisory Council. Recognition events shall be provided as resources permit but in no event less than one time a year, without prior written permission from the

Department. The Contractor shall include documentation, including the number of recognition events and attendees in its bi-annual report to the Department.

2. Performance Measures/ Fiscal Requirements:

- a. The Contractor shall submit an annual budget and justification for each program to coincide with awarded amounts within 30 days of the award of the contract. Separate budgets, justifications and program plans are to be submitted for each program - FGP, SCP, RSVP, and each Service Area, administered by the Contractor.
- b. The Contractor shall submit to the Department on a monthly basis a Request for Reimbursement and Service Data Report (Request for Reimbursement) utilizing the form provided by the Department. The Request for Reimbursement shall be due the 12th day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due as required by the Department each year. Every third monthly Request for Reimbursement must reflect at least the expenditure of a minimum of one quarter of the annual contract appropriation until all funds are spent. Failure to expend at least one quarter of the annual contract appropriation each quarter (until all funds are spent) may result in sanctions, up to and including reduction in the contract appropriation. All Requests for Reimbursement must include supporting documentation from the entity's accounting system, as well as a year-to-date data report capturing all Services provided for through the previous month.
- c. The Contractor shall submit to the Department, as required by the Department at its sole discretion, any Budget Adjustment Request(s) (BARs) for review and approval. BARs may not be submitted to the Department after March 31st.

3. Performance Measures/ Reporting Requirements:

- a. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year, using a standardized reporting form provided by the Department. The due dates for the reports are as follows:

- 1. February 1st for the period July 1–December 31**
- 2. August 1st for the period January 1– June 30**

- b. The Contractor shall submit quarterly volunteer data reports for the contract year utilizing the Quarterly Data template provided by the Department. Each report is due no later than the 25th of the month following the end of the quarter for which data is being reported.
- c. The Contractor shall submit a copy of the current Progress Report Supplement for funded program(s) as required by CNCS to the Department by December 1.
- d. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

D. SERVICE PROVISION

- 1. The Department has adopted the CNCS Volunteer Program Handbook based on federal regulations for each respective program as the operating standards for state funded projects. The Services are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. Volunteer stipends are paid at \$2.65 per hour.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of Monthly Requests for Reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

- a. **FGP:** Recruit and place a minimum of 15 VSY's in schools, child care centers and other congregate settings for children in Otero County, to provide a minimum of 15,660 hours of service during the contract period.

The goals of FGP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

- b. **SCP:** Recruit and place a minimum of 12 VSYs in the homes of frail and disabled elders in Otero County, to provide a minimum of 12,528 hours of service during the contract period.

The goals of SCP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

- c. **RSVP:** Recruit and place a minimum of 284 volunteers in community placements in Otero County, to provide a minimum of 115,000 hours of service during the contract period.

The goals of RSVP are to:

Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.

Attachment 2- Budget
City of Alamogordo

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

SERVICES	AMOUNT
Foster Grandparent Program	\$67,500
Senior Companion Program	\$67,750
Retired Senior Volunteer Program	\$40,750

The total amount payable under this Contract shall not exceed \$176,000.

Services will be provided to ALTSD-approved participants every month of the contract year in: Otero County.

Aging and Long-Term Services Department

Suspension and Debarment Form

Suspension and Debarment

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the Aging and Long-Term Services Department (ALTSD), the Contractor certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the ALTSD relied when this contract was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

(1) The Contractor shall provide immediate written notice to the ALTSD's Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.

(2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the ALTSD, the ALTSD may terminate the contract.

C As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the ALTSD when it requests subcontractor approval from the ALTSD. If the subcontractor, or its

principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the ALTSD may refuse to approve the use of the subcontractor.

OFFEROR: _____

SIGNED By: _____

TITLE: _____ **DATE:** _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: NONE
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:	_____
Relation to Prospective Contractor:	_____
Date Contribution(s) Made:	_____ _____
Amount(s) of Contribution(s)	_____ _____
Nature of Contribution(s)	_____ _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 10.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, final publication of Ordinance No. 1510 amending section of the Personnel Manual relating to corrective action and grievances. (*Stephen Thies, City Attorney*) **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1510 for final publication. **(Roll Call Vote required)**

Background: Attached is an ordinance amending the provisions in the City's Personnel Manual relating to corrective action and grievances. This amendment was on the March 22nd meeting agenda but staff pulled the ordinance to make some additional changes. Those changes are now complete and the revised ordinance is now being presented to the Commission for its consideration.

As stated in the prior agenda report, the City has adopted a Personnel Manual which with certain exceptions applies to all City employees. Part 9 of the Manual addresses corrective action. The City utilizes a system of progressive discipline with verbal warning being the least severe form of corrective action and termination being most severe. Employees have the ability to appeal most forms of discipline with the severity of the discipline determining the extent of their appeal rights. Currently, the manual allows for an employee to appeal a written reprimand to the City Manager. Normally, the ability of an employee to appeal disciplinary action to the City Manager is limited to discipline which involves some financial impact, such as a suspension, demotion or termination. The attached ordinance would limit an employee's appeal of a written reprimand to the director of the department. Any disciplinary action which has a financial impact to the employee could still be appealed to the City Manager.

In addition to restricting the ability to appeal written reprimands only to the director's level, the attached ordinance makes several textual changes to the provisions relating to corrective action procedures and grievances. It also changes the provision allowing for the suspension of exempt employees to make that provision consistent with federal regulations.

This ordinance was approved for first publication at the April 26, 2016 City Commission meeting. Staff requests the City Commission approve the ordinance for final publication.

ORDINANCE NO. 1510

AMENDING CERTAIN SECTIONS OF THE PERSONNEL MANUAL RELATING TO CORRECTIVE ACTION AND GRIEVANCES

WHEREAS, the City of Alamogordo adopted a personnel manual effective December 3, 1993, and;

WHEREAS, this amendment amends the personnel manual relating to deductions from pay, informal appeals, corrective action procedures, and grievances; and,

WHEREAS, the City Commission of the City of Alamogordo, New Mexico deems it in the best interests of the citizens of the community and the employees of the City to make revisions in the personnel manual.

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo that the following Sections of the Personnel Manual be amended to read as follows:

SECTION ONE. That Section 9.060 of the City of Alamogordo Personnel Manual shall be amended to read as follows:

9.060 - SUSPENSION WITHOUT PAY AND DEDUCTIONS FROM PAY

The Department Director administers this form of corrective action after consultation with the Personnel Manager as a result of a severe infraction of policies or for repeated violations. Employees suspended without pay will not accrue any paid time off or receive any holiday pay during their suspension. Suspension shall not exceed thirty (30) working days.

Deductions from pay of exempt employees may be made for infractions of safety rules of major significance. Safety rules of major significance include those relating to the prevention of serious danger in the workplace or to other employees. Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules.

An employee who reports to work unable or unprepared to perform their job may be suspended without pay immediately upon the approval of the Department Director. The Director will consult the Personnel Manager within twenty-four (24) hours of the suspension being issued, except in extreme circumstances. The Personnel Manager will then, if required, provide for a hearing as outlined in that section.

SECTION TWO. That Section 9.110 of the City of Alamogordo Personnel Manual shall be amended to read as follows:

9.110 - CORRECTIVE ACTION PROCEDURES

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

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

Corrective actions in the form of verbal warnings are the responsibility of each supervisor and do not require intervention by the Personnel Department. Supervisors shall inform the Department Director of verbal warnings given and the procedure outlined in the Verbal Warning section will be followed.

All corrective actions involving written reprimands, suspensions without pay, demotions, or termination require consultation with the Personnel Manager prior to corrective action being administered to ensure actions are being administered fairly, consistently, and in compliance with applicable laws. The Personnel Manager shall provide and arrange for a pre-determination hearing for demotions, suspensions without pay, and for terminations.

SECTION THREE. That Section 9.120 of the City of Alamogordo Personnel Manual shall be amended to read as follows:

9.120 - INFORMAL APPEALS

Written reprimands may be appealed informally to the employee's Department Director. The employee must present a written appeal to his/her Department Director within seven (7) calendar days of the disciplinary action. The Director shall attempt to resolve the matter within seven (7) calendar days after it has been presented to him/her. The decision of the Department Director shall be final.

SECTION FOUR. That Section 9.130 of the City of Alamogordo Personnel Manual shall be amended to read as follows

9.130 - PRE-DISCIPLINARY HEARING PROCESS

The Personnel Manager shall provide and arrange for a pre-disciplinary hearing before the Department Director prior to the demotion, suspension without pay, or discharge of any employee.

A. An employee shall be provided, in writing, with a notice citing the specific incidents constituting just cause; citing the violation of any statute, ordinance, rule or policy; provide an explanation of the documentation, evidence and/or facts relied upon

by the department; specify the contemplated disciplinary action; and state that the employee has seven (7) calendar days from service of the notice of contemplated disciplinary action to respond in writing as to why the proposed action should not be taken, or to request a pre-disciplinary hearing with the department director for that same purpose.

B. The employee may have a conferee present at a pre-disciplinary hearing, but not an attorney.

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

D. Should the Department Director determine to discipline following the pre-disciplinary hearing, written notice of the decision shall be given to the employee. Such notice shall include a general statement of the findings of the hearing and notice of the employee's right to appeal to the City Manager.

SECTION FOUR. That Section 10.100 of the City of Alamogordo Personnel Manual shall be amended to read as follows

10.100 - GRIEVANCE PROCESS

It is the policy of the City to afford all employees a means of obtaining further consideration of problems when they remain unresolved at the supervisory level, and to establish policies and procedures that provide for timely resolution of grievances. The City encourages the resolution of legal claims, including employment claims, through innovative methods of alternative dispute resolution ("ADR"), and has pledged to explore the possible use of ADR in disputes. Included below is a preliminary step which encourages, whenever possible, the use of mediation to resolve conflict. This step is intended to urge the consideration of the option of mediation, but in no way limits or preempts other remedies to which employees and the City are entitled by law. Whenever possible and appropriate, the employee considering filing a grievance may file a request for mediation with the Personnel Department prior to initiating the grievance process outlined below. When mediation is pursued, participation in such session will be limited to the two parties involved and the mediator (other parties may be included, exclusive of any representative or attorney, at the discretion of the mediator). Further, when mediation is pursued, all time limitations will be tolled as of the filing of the request for mediation with the personnel office and until such time as the mediation

is completed. If a resolution is not reached through mediation, the procedures outlined below may ensue.

A "grievance" shall mean a complaint by a regular full-time or regular part-time employee that alleges that: (1) a specific administrative act was arbitrary or capricious and adversely affected the employee's then-existing terms or conditions of employment; (2) involves improper discrimination or treatment prohibited by the Constitutions of the United State and State of New Mexico, or federal and/or state statutes; and/or (3) a violation of applicable City rules, regulations, or personnel policies which adversely affected the employee's then-existing terms or conditions of employment. For the purposes of this policy, an act is not arbitrary or capricious if the decision-maker exercised reasoned judgment. The following matters are not grievable: lay-offs, changes in policies and procedures, performance evaluations, transfers or promotions, changes in duty stations, or shifts, all corrective actions, and other matters of inherent management rights. If a question arises with regard to whether an issue is a grievable matter the City Manager reserves the right to make that determination in all cases.

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

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

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

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

A. Statement of the grievance and relevant facts.

*Note: Issues not presented to the Department Director will NOT be considered in an appeal to the City Manager.

B. Specific remedy sought.

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

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

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

SECTION TWO. EFFECTIVE DATE. This ordinance shall take effect upon its adoption and publication.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard Boss, Mayor

ATTEST:

Nancy E. Jacobs, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 11.

Submitted By: LeeAnn Nichols, Finance
Director

Subject: Consider, and act upon, final publication of Ordinance No. 1515, authorizing the execution of a Loan Agreement and Intercept Agreement by and between the City of Alamogordo and the New Mexico Finance Authority (NMFA) for the principal amount of \$6,870,000. *(LeeAnn Nichols, Finance Director)* **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1515 for final publication.

Background: At the regular Commission meeting of March 22, 2016, the City Commission approved the application to NMFA for the refinancing of the 2004 GRT Revenue Bond in the amount of \$2,205,511, as well as for a loan for 1) the Corps of Engineers Flood Control Phase 8 in the amount of \$2.5 million, and 2) the Permanent Pool Cover or Natatorium in the amount of \$2,050,000. Total project proceeds of \$4,550,000.

The NMFA Loan total amount is \$6,890,188, at a maximum interest rate of 2.924% for a term of 13 years, maturing 06/01/2029 and a delivery date of 06/03/2016. Ordinance 1515 was approved for first publication at the April 26, 2016 Commission meeting.

A presentation of the Loan issue will be presented by the City's Financial Advisor, Andrew Stricklin, Associate of RBC Capital Markets, LLC. Chris Muirhead, Bond Council with Modrall Sperling, will also be present for any legal questions pertaining to the Loan and intercept Agreement.

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

The City Commission (the “Governing Body”) of the City of Alamogordo, New Mexico, met in regular session in full conformity with the law and the rules and regulations of the Governing Body at Alamogordo Municipal Offices, 1376 East Ninth Street, Alamogordo, New Mexico, being the regular meeting place of the Governing Body, on the 24th day of May, 2016, at the hour of 7:00 p.m. Upon roll call, the following members were found to be present:

Present: _____

Absent: _____

Also Present: _____

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

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. 1515

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$6,870,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF PUBLIC IMPROVEMENT PROJECTS, REFUNDING OUTSTANDING BONDS AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF THE STATE-SHARED GROSS RECEIPTS TAX DISTRIBUTED TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 7-1-6.4, NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF STATE-SHARED GROSS RECEIPTS TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

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

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

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

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

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

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues may be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

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

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

WHEREAS, the Governing Body hereby determines that the Improvement Project to be financed by the Loan and the improvements originally financed with the proceeds of the City of Alamogordo Gross Receipts Tax Refunding and Improvement Revenue Bonds, Series 2004, were and are to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

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

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

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

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

“2004 Bond Ordinance” means City Ordinance No. 1212.

“2008 Loan Ordinance” means City Ordinance No. 1344.

“2011 Loan Ordinance” means City Ordinance No. 1410.

“2012 Loan Ordinance” means City Ordinance No. 1414.

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12, Sections 7-1-6.4, 7-1-6.15, and 7-1-6.46 NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and the Intercept Agreement, including this Ordinance.

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

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

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

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

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

“Completion Date” means the date of final payment of the cost of the Improvement Project.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

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

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

“Finance Authority” means the New Mexico Finance Authority.

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

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

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

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

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

“Improvement Project” means the acquisition, construction, installation and improvement of public projects in the Governmental Unit, including but not limited to flood control improvements and improvements to the Governmental Unit’s natatorium.

“Income Fund” means the “City of Alamogordo, New Mexico Gross Receipts Tax Income Fund” previously created by the Governmental Unit and to be maintained by the Governmental Unit to which all Pledged Revenues are credited.

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

“Intercept Agreement” means the Intercept Agreement between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

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

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

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

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

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

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

“Ordinance” means this Ordinance adopted by the Governing Body on May 24, 2016 approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues, as amended from time to time.

“Parity Obligations” mean the Loan Agreement, the Loan Agreement dated February 17, 2012 between the Finance Authority and the Governmental Unit, the Loan Agreement dated December 23, 2011 between the Finance Authority and the Governmental Unit, the Loan Agreement dated December 12, 2008 between the Finance Authority and the Governmental Unit, and the City of Alamogordo Gross Receipts Tax Refunding and Improvement Revenue Bonds, Series 2004, which are to be refunded and redeemed upon execution of the Loan Agreement, and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

“Pledged Revenues” means the amount of money derived from the state-wide gross receipts tax imposed by the State on all persons engaging in business in the State (levied pursuant to Section 7-9-4 NMSA 1978), (1) which is distributed monthly by the Revenue Division of the Taxation and Revenue Department of the State to the Governmental Unit as authorized by Section 7-1-6.4 NMSA 1978, and (2) which is to be in an amount, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, equal to the product of the quotient of 1.225% (or such higher rate of distribution which hereafter may be enacted into law) divided by the tax rate imposed by Section 7-9-4 NMSA 1978, times the net receipts (i.e., the total gross receipts tax less any

refunds disbursed in that month) for the month attributable to the gross receipts tax from business locations within the Governmental Unit and other places designated in Section 7-1-6.4 NMSA 1978. Pledged Revenues also means (i) the distribution to the Governmental Unit pursuant to Section 7-9-46 NMSA 1978, which is in lieu of revenue that would have been received by the Governmental Unit pursuant to Section 7-1-6.4 NMSA 1978, but for the deductions provided by 7-9-92 and 7-9-93 NMSA 1978, and (ii) any similar distributions made to the Governmental Unit in lieu of gross receipts tax revenues. The Governmental Unit is not pledging and the term "Pledged Revenues" does not include any gross receipts tax income received pursuant to Sections 7-1-6.12, 7-19-10 through 7-19-18, or 7-19D-1 through 7-19D-11 NMSA 1978, or any other statute, or any amount received pursuant to Section 7-1-6.4 NMSA 1978 which exceeds the amount required to be distributed to the City pursuant to Section 7-1-6.4 NMSA 1978 as of the date of adoption of this Ordinance, but such terms shall include and the Governmental Unit is pledging, all revenue resulting from any increase (but not any decrease) in such rate of 1.225% which hereafter may be enacted into law.

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

"Program Account" means the account in the name of the Governmental Unit established under the Indenture and held by the Trustee for deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

"Project" means collectively the Improvement Project and the Refunding Project.

"Refunding Project" means the refunding, refinancing and prepayment of the outstanding City of Alamogordo Gross Receipts Tax Refunding and Improvement Revenue Bonds, Series 2004, on the date of execution and delivery of the Loan Agreement.

"Series 2004 Bonds" means the City of Alamogordo Gross Receipts Tax Refunding and Improvement Revenue Bonds, Series 2004.

"State" means the State of New Mexico.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

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

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and completion of the Project and the execution and

delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

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

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

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

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

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

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

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

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

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

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

I. The Governmental Unit is current in the accumulation of all amounts which are required to have been accumulated in both the Debt Service Fund and Reserve Fund for the Series 2004 Bonds, as required by the 2004 Bond Ordinance, the Loan Agreement dated December 12, 2008 between the Finance Authority and the Governmental Unit, as required by the 2008 Loan Ordinance, the Loan Agreement dated December 23, 2011 between the Finance Authority and the Governmental Unit, as required by the 2011 Loan Ordinance, and the Loan Agreement dated February 17, 2012 between the Finance Authority and the Governmental Unit, as required by the 2012 Loan Ordinance.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths (3/4) majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Improvement Project and Refunding Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, pledge the Pledged Revenues and execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay the principal amount of \$6,870,000, and the pledged of the Pledged Revenues and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to finance the completion of the Improvement Project and Refunding Project and to pay the Processing Fee. The Improvement Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of \$6,870,000, shall be payable in installments of principal due on June 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on June 1 and December 1 of each year, commencing on December 1, 2016, at the rates designated in Exhibit "B" to the Loan Agreement.

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

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

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

A. Program Account and Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) of the deposit of the portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account, (ii) payment of the Processing Fee directly to the Finance Authority, from the proceeds of the Loan Agreement or from other legally available funds of the Governmental Unit, and (iii) for payment of the Expenses.

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

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

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

B. Completion of the Improvement Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the Improvement Project has been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

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

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

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

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

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

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement

constitutes an irrevocable lien and a first lien, but not necessarily an exclusive first lien, on the Pledged Revenues with the lien thereon of the Parity Obligations as set forth herein and therein. The Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

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

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

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

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

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

Section 16. Redemption of Series 2004 Bonds. The Governmental Unit hereby elects to optionally redeem the outstanding Series 2004 Bonds, issued pursuant to the 2004 Bond Ordinance, contemporaneously with the execution and delivery of the Loan Agreement.

Section 17. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and Clerk of the Governmental Unit, and the title and general

summary of the subject matter contained in this Ordinance (set out in Section 18 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

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

(Form of Summary of Ordinance for Publication)

City of Alamogordo, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 1515 duly adopted and approved by the Governing Body of the City of Alamogordo, New Mexico, on May 24, 2016. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 1376 East Ninth Street, Alamogordo, New Mexico.

The title of the Ordinance is:

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. 1515

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$6,870,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF PUBLIC IMPROVEMENT PROJECTS, REFUNDING OUTSTANDING BONDS AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF THE STATE-SHARED GROSS RECEIPTS TAX DISTRIBUTED TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 7-1-6.4, NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF STATE-SHARED GROSS RECEIPTS TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING

OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND
DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF MAY, 2016.

CITY OF ALAMOGORDO, NEW MEXICO

By _____
Mayor

[SEAL]

ATTEST:

By _____
Clerk

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

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

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

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

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

CITY OF ALAMOGORDO, NEW MEXICO

By _____
Mayor

[SEAL]

ATTEST:

By _____
Clerk

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 12.

Submitted By: LeeAnn Nichols, Finance
Director

Subject: Consider, and act upon, Resolution No. 2016-16 removing uncollectible and unsecured Utility, Library, Civic Center, Public Housing Authority and other miscellaneous accounts from the City's accounts receivable. (*LeeAnn Nichols, Finance Director*) **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Resolution. **(Roll Call Vote required)**

Background: Each year, in order to adjust the Accounts Receivable accounts for doubtful accounts; all City departments are responsible for reviewing outstanding accounts and reporting uncollectible Accounts Receivable accounts to the Director of Finance. The Accounts Receivable from Miscellaneous Accounts Receivable, Public Housing Authority, Utility Billing, Library, Recreation Department and Returned Checks has been reported as uncollectible and total \$46,732.76. All accounts have been deemed uncollectible for various reasons by the Director of Finance.

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

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

MISCELLANEOUS A/R: \$4,016.64

These billings include: Reimbursement to City and Equipment Charges. Collection proved unsuccessful despite contacting different individuals and processing various notices. This represents delinquent accounts through June 30, 2012.

UTILITY BILLING: \$16,316.77

The attached list represents outstanding accounts for Water/Sewer/Garbage. The attached list of outstanding Utility Billing includes accounts that have been outstanding and uncollectible for four (4) years or more. This represents delinquent accounts through June 30, 2012.

PUBLIC HOUSING AUTHORITY: \$9,401.35

The attached list includes outstanding amounts left by tenants. This represents delinquent accounts through April 16, 2015.

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

LIBRARY: \$16,584.77

The attached list represents outstanding accounts for Library fees and fines. The attached list of outstanding Library accounts includes accounts from 05/01/11 thru 04/30/12.

RECREATION CENTER: \$194.80

The attached list represents the outstanding account for the Civic Center. The account was balance for Civic Center rental. This represents delinquent accounts through April 2012.

RETURN CHECK: \$218.43

The attached list represents the outstanding return checks for the City from 06/08/11 thru 5/1/2012.

GRAND TOTAL: \$46,732.76.

RESOLUTION NO. 2016-16

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

WHEREAS, there is approximately \$16,316.77 owed to the City from Utility accounts, \$16,584.77 owed to the City from Library accounts, \$194.80 owed to the City from Recreation Center, \$9,401.35 owed to the City from Public Housing Authority accounts, \$4,016.64 from other Accounts Receivable accounts, and \$218.43 in Return Checks that are uncollectible even after diligent collection efforts were initiated; and,

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

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

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

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

BE IT FURTHER RESOLVED that after reviewing the attached Affidavit of the Director of Finance LeeAnn Nichols, the City Commission of the City of Alamogordo does hereby authorize the removal from its accounts receivable uncollectible accounts in the amount of \$46,732.76 with reasonable adjustment allowance, as described on the Affidavit.

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

DONE this 24th day of May, 2016.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard Boss, Mayor

ATTEST:

Nancy Jacobs, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

AFFIDAVIT OF LeeAnn Nichols

STATE OF NEW MEXICO)
) ss
COUNTY OF OTERO)

I, LeeAnn Nichols , being duly sworn, depose and say:

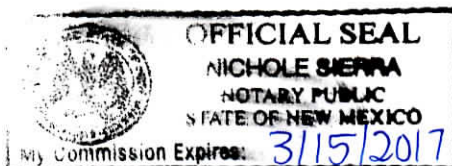
1. I am the Director of Finance of the City of Alamogordo, and as Such I have supervision over the accounting and finance procedures for the City of Alamogordo.
2. The attached list is of Utility Billing/Library/Recreation Center/Public Housing Authority, Misc. Accounts Receivable accounts, and Return Checks that have been uncollectible and owed to the City of Alamogordo for more than four years.
3. Customers who received City of Alamogordo services and never paid them incurred the accounts.
4. The City has made diligent efforts to collect on the inactive accounts and to locate the debtors through in-house collection efforts, but have been unsuccessful.
5. It is my opinion that the attached accounts totaling \$46,732.76 are uncollectible.


LeeAnn Nichols

SUBSCRIBED AND SWORN to before me this 19th day of May, 2016, by LeeAnn Nichols, Director of Finance of the City of Alamogordo.

Nichole Sierra
Notary Public

My commission expires: 3/15/2017



WRITE OFFS 2011-2015

WRITE OFFS	Civic Center	Library	MISC. A/R	PHA	Recreation	Return Checks	Utility Billing	TOTAL
2012	\$0.00	\$21,592.68	\$574.00	\$23,924.55	\$76.50	\$0.00	\$6,541.47	\$52,709.20
2013	\$0.00	\$18,551.62	\$5,250.53	\$7,344.72	\$86.00	\$0.00	\$9,533.59	\$40,766.46
2014	\$15.00	\$20,701.40	\$1,829.92	\$7,047.29	\$0.00	\$0.00	\$12,622.67	\$42,216.28
2015	\$0.00	\$19,138.20	\$1,743.26	\$11,815.66	\$56.00	\$1,190.69	\$23,718.59	\$57,662.40
2016	\$0.00	\$16,584.77	\$4,016.64	\$9,401.35	\$194.80	\$218.43	\$16,316.77	\$46,732.76
TOTAL	\$15.00	\$96,568.67	\$13,414.35	\$59,533.57	\$413.30	\$1,409.12	\$68,733.09	\$240,087.10

Averages **\$3.00** **\$19,313.73** **\$2,682.87** **\$11,906.71** **\$82.66** **\$281.82** **\$13,746.62** **\$48,017.42**

SAshe 04/29/16

Memorandum

To: Sue Ashe, Finance & Accounting Projects Analyst

From: Stephanie Reyes, Utility Billing Clerk/Collections 

Thru: Mark Threadgill, Customer Service Manager 

Date: April 29, 2016

Re: Accounts Receivable Write off Accounts

The amount of Accounts Receivable write off accounts submitted for City of Alamogordo Commission approval is \$4,016.64. This represents delinquent accounts through June 30, 2012. Please see attached for list.

Note: CA account for Customer ID 2626 is a lien over four years old and no longer valid. Include language in Write Off resolution authorizing the release of lien on any Write Off account.

Memorandum

To: Sue Ashe, Finance & Accounting Projects Analyst
From: Stephanie Reyes, Utility Billing Clerk/Collections 
Thru: Mark Threadgill, Customer Service Manager 
Date: April 29, 2016
Re: Utility Billing Write off Accounts

The amount of Utility Billing write off accounts submitted for City of Alamogordo Commission approval is \$16,316.77. This represents delinquent accounts through June 30, 2012. Please see attached for list.

PHA Write Offs FY2016

Last	Name		Amount	Balance	Comments
	First				
Guzman	Rosa		2,440.19		3/31/2015
Yatsayte	Yolanda		269.53		8/11/2014
Johnson	Hollie		346.00		9/11/2014
Hopkins	Danielle		286.13		11/25/2014
Sackett	James		308.58		1/4/2015
Romero	Krystal		407.88		9/11/2014
Balderrama	Samantha		553.07		3/31/2015
Salazar-Tally	Samantha		96.70		8/19/2014
Garcia	Corinna		1,522.73		3/31/2015
Saldana	Maria		550.76		4/1/2015
Simental	Michael		1.00		11/6/2014
Clark	Karen		242.00		11/6/2014
Valadez	Adriana		296.50		9/11/2014
Morales	Heather		697.64		11/6/2014
Parr	Laura		191.91		4/1/2015
Gaytan	Elizabeth		48.03		11/25/2014
Munoz	Maria		664.66		11/25/2014
Garner	Michelle		278.47		9/11/2014
Nye	Melanie		199.57		8/11/2014
TOTAL			9,401.35		

PHA Write Offs FY2016
Tenants' AR Balance Past Due

Prior to
 April 18, 2015 ¹

04/18/2016

Alamogordo Housing Authority

Unit	Tenant	Date	Age	Balance	— Security Deposit — Required	Balance
Project:	NM004P001					
002-04	Salamone, Tracey	01/19/2016	90	5.30	200.00	0.00
004-03	Guzman, Rosa	03/31/2015	384	2,440.19	400.00	0.00
005-01	Yatsayte, Yolanda	08/11/2014	616	269.53	200.00	0.00
012-01	Ayala, Raquel	09/30/2015	201	759.77	100.00	0.00
014-01	Simpson, James	09/30/2015	201	8.30	150.00	-150.00
015-01	Medina, Khaatimah	02/12/2016	66	2,203.42	300.00	300.00
017-01	Johnson, Hollie	09/11/2014	585	346.00	400.00	0.00
021-02	Hopkins, Danielle	11/25/2014	510	286.13	300.00	0.00
022-02	Lueras, DeAna	08/06/2015	256	147.09	200.00	0.00
023-05	Sackett, James	01/04/2015	470	308.58	200.00	0.00
024-02	Salamone, Ashley	08/18/2015	244	115.00	300.00	0.00
029-02	Romero, Krystal	09/11/2014	585	407.88	200.00	0.00
029-03	Balderrama, Samantha	03/31/2015	384	553.07	200.00	0.00
030-03	Salazar-Tally, Samantha	08/19/2014	608	96.70	200.00	0.00
033-05	Sauceda, Celina	02/16/2016	62	0.40	200.00	0.00
036-03	Garcia, Corinna	03/31/2015	384	1,522.73	300.00	0.00
038-02	Saldana, Maria	04/01/2015	383	550.76	300.00	0.00
039-03	Orona, Mari	09/30/2015	201	151.00	300.00	0.00
048-04	Gomez, April	08/06/2015	256	397.00	200.00	0.00
050-04	Simental, Michael	11/06/2014	529	1.00	300.00	0.00
065-04	Gonzales, Briana	04/04/2016	14	322.07	200.00	0.00
112-03	Sandefur, Justice	09/30/2015	201	116.60	300.00	0.00
113-02	Chavez, Samantha	05/01/2015	353	202.98	300.00	0.00
121-02	Clark, Karen	11/06/2014	529	242.00	300.00	0.00
125-03	Telles, Renee	08/06/2015	256	91.90	300.00	0.00
128-05	Cropper, Brandon	10/31/2015	170	492.90	200.00	0.00
142-03	Austin, Sara	11/11/2015	159	271.28	200.00	0.00
149-01	Valadez, Adriana	09/11/2014	585	296.50	400.00	0.00
152-02	Morales, Heather	11/06/2014	529	697.64	300.00	0.00
158-02	Parr, Laura	04/01/2015	383	191.91	200.00	0.00
161-02	Lopes, Julie	12/10/2015	130	398.66	300.00	0.00
162-04	Pena, Fernando	06/01/2015	322	1,059.24	200.00	0.00
173-02	Gaytan, Elizabeth	11/25/2014	510	48.03	300.00	0.00
177-02	Chavez, Jessica	08/06/2015	256	721.92	200.00	0.00
178-01	Munoz, Maria	11/25/2014	510	664.66	53.00	0.00

PHA Write Offs FY2016
Tenants' AR Balance Past Due

04/18/2016

Alamogordo Housing Authority

2

Unit	Tenant	Date	Age	Balance	— Security Deposit — Required	Balance
188-01	Valencia, Brenda	07/16/2015	277	3,033.00	300.00	0.00
210-02	Barela, Samantha	05/06/2015	348	182.74	100.00	0.00
221-03	White, Susan	10/31/2015	170	96.00	100.00	0.00
224-02	Garner, Michelle	09/11/2014	585	278.47	200.00	0.00
233-02	Howey, Kevin	07/14/2015	279	164.47	100.00	0.00
238-01	Nye, Melanie	08/11/2014	616	199.57	200.00	0.00
238-02	Stancil, Thomas	11/22/2015	148	34.00	100.00	0.00
Total:				20,376.39		

FY16 Alamogordo Public Library Write Off Report
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May 1, 2011 through April 30, 2012

*685 patron accounts with damaged/lost fees and overdue fines = \$16,584.77 (\$24.21 av

*3 patron accounts with \$250.00 Attorney fees (ATY FEE) each = \$750.00
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*37 patron accounts with damaged/lost fees and overdue fines of \$100.00 and up

*123 patron accounts with damaged/lost fees and overdue fines of \$1.00 or less

*158 patron accounts with 507 lost books = \$10,256.65 (\$20.23 average per item)

*151 accounts with 1-10 lost items

*7 accounts with 11-20 lost items

*0 accounts with 21-50 lost items

Average

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
1	\$13.40			\$13.40	
2	\$3.20			\$3.20	
3	\$14.40			\$14.40	
4		\$197.30	\$75.00	\$272.30	15
5	\$9.80			\$9.80	
6	\$0.70			\$0.70	
7	\$10.80			\$10.80	
8	\$8.00	\$30.00	\$5.00	\$43.00	1
9		\$129.00		\$129.00	6
10	\$3.40			\$3.40	
11	\$13.80			\$13.80	
12	\$1.00			\$1.00	
13		\$93.00		\$93.00	5
14	\$0.20			\$0.20	
15		\$59.00	\$10.00	\$69.00	2
16		\$132.00		\$132.00	4
17	\$48.30			\$48.30	
18	\$1.00			\$1.00	
19		\$76.00		\$76.00	3
20	\$6.60			\$6.60	
21	\$2.10			\$2.10	
22		\$148.00		\$148.00	5
23	\$2.70			\$2.70	
24	\$2.90			\$2.90	
25	\$35.00			\$35.00	
26	\$0.20			\$0.20	
27	\$35.00			\$35.00	
28	\$2.70			\$2.70	
29	\$5.50			\$5.50	
30		\$44.00	\$10.00	\$54.00	2
31	\$10.19			\$10.19	
32	\$2.20			\$2.20	
33		\$45.00		\$45.00	2
34	\$4.20			\$4.20	
35	\$45.00	\$20.00	\$5.00	\$70.00	1
36	\$0.80	\$82.00	\$20.00	\$102.80	4
37	\$2.40			\$2.40	
38	\$0.50			\$0.50	
39		\$14.10	\$5.00	\$19.10	1
40	\$5.00			\$5.00	
41	\$3.50			\$3.50	
42	\$0.40			\$0.40	
43	\$15.00			\$15.00	

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
44	\$10.00	\$33.00	\$10.00	\$53.00	2
45	\$5.00			\$5.00	
46	\$1.60			\$1.60	
47	\$5.00			\$5.00	
48		\$32.00		\$32.00	2
49	\$14.30			\$14.30	
50	\$0.60			\$0.60	
51	\$0.80			\$0.80	
52	\$0.40			\$0.40	
53	\$4.00			\$4.00	
54	\$12.90	\$5.00		\$17.90	1
55		\$2.95	\$5.00	\$7.95	1
56	\$0.40			\$0.40	
57	\$9.00			\$9.00	
58	\$6.70			\$6.70	
59	\$4.20			\$4.20	
60	\$6.20			\$6.20	
61	\$0.70			\$0.70	
62	\$1.80			\$1.80	
63	\$30.40	\$93.00	\$20.00	\$143.40	4
64	\$1.80			\$1.80	
65	\$9.90			\$9.90	
66	\$24.00			\$24.00	
67	\$5.20	\$28.00	\$10.00	\$43.20	2
68	\$2.90			\$2.90	
69	\$1.60			\$1.60	
70	\$5.10			\$5.10	
71	\$4.50			\$4.50	
72	\$6.00			\$6.00	
73	\$21.00			\$21.00	
74	\$2.20			\$2.20	
75	\$3.60			\$3.60	
76	\$10.00			\$10.00	
77	\$15.20	\$55.00		\$70.20	2
78	\$1.10	\$74.00		\$75.10	3
79	\$1.60			\$1.60	
80		\$96.00	\$20.00	\$116.00	4
81	\$1.70	\$21.00		\$22.70	1
82	\$4.60	\$31.00		\$35.60	1
83	\$10.40	\$10.00	\$5.00	\$25.40	1
84	\$2.10			\$2.10	
85	\$6.50	\$21.95		\$28.45	1
86	\$10.10			\$10.10	

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
87		\$205.00		\$205.00	10
88	\$1.20			\$1.20	
89	\$4.00			\$4.00	
90	\$3.60			\$3.60	
91	\$8.39			\$8.39	
92	\$8.00			\$8.00	
93	\$5.00	\$192.00	\$55.00	\$252.00	11
94	\$2.00			\$2.00	
95	\$0.60			\$0.60	
96	\$3.20			\$3.20	
97	\$3.10			\$3.10	
98	\$3.30			\$3.30	
99		\$31.00	\$10.00	\$41.00	2
100	\$3.80			\$3.80	
101	\$20.00			\$20.00	
102	\$27.10			\$27.10	
103	\$0.50			\$0.50	
104	\$0.20			\$0.20	
105	\$1.80			\$1.80	
106	\$39.99			\$39.99	
107	\$5.20			\$5.20	
108	\$9.15			\$9.15	
109	\$250.00			\$250.00	
110		\$77.00	\$15.00	\$92.00	3
111		\$265.00		\$265.00	12
112	\$1.00			\$1.00	
113	\$5.40			\$5.40	
114	\$2.40			\$2.40	
115	\$5.00			\$5.00	
116	\$12.60			\$12.60	
117	\$3.60			\$3.60	
118	\$37.10			\$37.10	
119	\$3.00			\$3.00	
120	\$0.30	\$172.00		\$172.30	8
121	\$3.00	\$29.00		\$32.00	1
122	\$5.00			\$5.00	
123	\$26.00			\$26.00	
124	\$18.40			\$18.40	
125	\$6.00			\$6.00	
126		\$19.00	\$5.00	\$24.00	1
127	\$8.00			\$8.00	
128		\$48.00		\$48.00	3
129	\$9.98			\$9.98	

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
130	\$2.90			\$2.90	
131	\$5.00			\$5.00	
132	\$1.50	\$10.00		\$11.50	1
133	\$8.50			\$8.50	
134	\$21.60	\$8.00		\$29.60	1
135	\$6.00			\$6.00	
136	\$14.30			\$14.30	
137	\$2.10	\$58.00		\$60.10	3
138		\$23.00		\$23.00	1
139	\$5.60			\$5.60	
140		\$51.00	\$15.00	\$66.00	3
141	\$5.40	\$62.00	\$15.00	\$82.40	3
142		\$19.00	\$5.00	\$24.00	1
143		\$106.00	\$15.00	\$121.00	3
144		\$51.00		\$51.00	3
145	\$0.70			\$0.70	
146	\$35.00			\$35.00	
147	\$34.60			\$34.60	
148	\$0.30			\$0.30	
149		\$39.00	\$10.00	\$49.00	2
150		\$17.00	\$5.00	\$22.00	1
151	\$10.00			\$10.00	
152	\$30.00			\$30.00	
153	\$1.90			\$1.90	
154		\$64.00	\$25.00	\$89.00	5
155	\$4.10			\$4.10	
156	\$15.00			\$15.00	
157	\$0.70			\$0.70	
158	\$8.60			\$8.60	
159	\$24.20			\$24.20	
160	\$0.70			\$0.70	
161	\$2.80			\$2.80	
162	\$0.60			\$0.60	
163		\$76.00		\$76.00	4
164	\$4.99			\$4.99	
165	\$1.10			\$1.10	
166	\$25.00			\$25.00	
167	\$0.80			\$0.80	
168	\$3.30			\$3.30	
169		\$47.00	\$20.00	\$67.00	4
170	\$1.10			\$1.10	
171	\$9.40			\$9.40	
172	\$0.60			\$0.60	

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
173		\$73.00		\$73.00	5
174	\$0.30			\$0.30	
175	\$4.90			\$4.90	
176	\$33.00			\$33.00	
177	\$10.80			\$10.80	
178	\$3.10			\$3.10	
179	\$1.40			\$1.40	
180	\$1.40			\$1.40	
181	\$3.00			\$3.00	
182	\$0.30			\$0.30	
183	\$1.40			\$1.40	
184	\$2.00			\$2.00	
185	\$11.30			\$11.30	
186	\$4.90			\$4.90	
187	\$2.10			\$2.10	
188	\$0.60			\$0.60	
189	\$2.20			\$2.20	
190		\$103.00	\$45.00	\$148.00	9
191		\$61.00		\$61.00	2
192	\$0.80			\$0.80	
193	\$4.20			\$4.20	
194	\$0.20			\$0.20	
195		\$73.00		\$73.00	4
196	\$20.00			\$20.00	
197		\$32.00		\$32.00	1
198	\$0.50			\$0.50	
199	\$1.40			\$1.40	
200	\$7.20			\$7.20	
201	\$1.00			\$1.00	
202		\$35.00		\$35.00	1
203	\$0.70			\$0.70	
204	\$0.60			\$0.60	
205		\$64.95	\$25.00	\$89.95	5
206	\$1.70			\$1.70	
207	\$4.80	\$19.00	\$5.00	\$28.80	1
208		\$10.30		\$10.30	1
209	\$2.00			\$2.00	
210	\$13.80			\$13.80	
211	\$3.40			\$3.40	
212	\$0.60			\$0.60	
213	\$26.20			\$26.20	
214		\$33.00		\$33.00	2

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
215	\$0.30			\$0.30	
216		\$108.00	\$20.00	\$128.00	4
217	\$0.80			\$0.80	
218	\$0.50			\$0.50	
219	\$6.40			\$6.40	
220	\$4.20			\$4.20	
221	\$1.90			\$1.90	
222	\$0.20			\$0.20	
223	\$1.20			\$1.20	
224	\$2.10			\$2.10	
225	\$2.10			\$2.10	
226	\$2.40			\$2.40	
227	\$5.70			\$5.70	
228	\$2.60	\$34.00		\$36.60	1
229		\$5.30	\$5.00	\$10.30	1
230	\$2.00			\$2.00	
231	\$5.40			\$5.40	
232	\$15.40			\$15.40	
233	\$0.20			\$0.20	
234	\$4.99			\$4.99	
235	\$7.00			\$7.00	
236	\$8.10			\$8.10	
237		\$418.45		\$418.45	12
238	\$2.20			\$2.20	
239	\$29.00			\$29.00	
240	\$2.40			\$2.40	
241	\$30.60	\$158.00	\$50.00	\$238.60	10
242	\$9.60			\$9.60	
243	\$1.50			\$1.50	
244	\$3.60			\$3.60	
245	\$8.20			\$8.20	
246	\$10.00			\$10.00	
247	\$3.00			\$3.00	
248	\$21.00			\$21.00	
249	\$0.20			\$0.20	
250	\$2.60			\$2.60	
251	\$25.00			\$25.00	
252	\$0.20			\$0.20	
253	\$8.00			\$8.00	
254	\$15.90			\$15.90	
255	\$4.90			\$4.90	
256		\$43.00	\$10.00	\$53.00	2

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
257	\$12.00	\$45.00	\$15.00	\$72.00	3
258	\$3.90			\$3.90	
259	\$0.70			\$0.70	
260	\$7.20			\$7.20	
261	\$3.60			\$3.60	
262	\$6.60			\$6.60	
263	\$7.20			\$7.20	
264	\$31.50			\$31.50	
265	\$0.90	\$19.00		\$19.90	1
266	\$2.50			\$2.50	
267	\$22.50	\$19.00		\$41.50	1
268		\$190.00	\$55.00	\$245.00	11
269	\$3.70			\$3.70	
270	\$1.60			\$1.60	
271	\$0.90			\$0.90	
272	\$0.60			\$0.60	
273		\$29.00		\$29.00	1
274	\$1.60	\$12.00	\$10.00	\$23.60	2
275	\$5.60			\$5.60	
276	\$2.10			\$2.10	
277	\$12.50			\$12.50	
278	\$19.10	\$13.00	\$5.00	\$37.10	
279	\$8.80			\$8.80	
280	\$5.00			\$5.00	
281	\$11.00			\$11.00	
282	\$11.50			\$11.50	
283	\$0.60	\$12.00	\$5.00	\$17.60	1
284	\$20.60	\$96.00	\$20.00	\$136.60	4
285	\$5.00			\$5.00	
286	\$30.00			\$30.00	
287	\$15.00			\$15.00	
288	\$7.60			\$7.60	
289	\$5.80			\$5.80	
290	\$27.70			\$27.70	
291		\$30.00	\$15.00	\$45.00	3
292		\$75.00	\$15.00	\$90.00	3
293		\$35.00	\$15.00	\$50.00	3
294	\$84.40	\$25.00	\$5.00	\$114.40	1
295	\$0.20			\$0.20	
296	\$3.60			\$3.60	
297	\$10.00			\$10.00	
298	\$0.40			\$0.40	
299	\$0.70	\$77.00		\$77.70	3

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
300	\$4.20			\$4.20	
301	\$0.30			\$0.30	
302	\$0.80			\$0.80	
303	\$6.40			\$6.40	
304	\$2.50			\$2.50	
305	\$0.60			\$0.60	
306	\$1.30			\$1.30	
307	\$3.00			\$3.00	
308	\$2.70			\$2.70	
309	\$2.80			\$2.80	
310	\$1.70			\$1.70	
311	\$1.00	\$25.00	\$5.00	\$31.00	1
312	\$2.70			\$2.70	
313	\$1.40			\$1.40	
314	\$28.50			\$28.50	
315	\$0.40			\$0.40	
316	\$3.00			\$3.00	
317	\$5.00			\$5.00	
318	\$2.40			\$2.40	
319		\$74.00		\$74.00	3
320	\$10.00			\$10.00	
321	\$4.00			\$4.00	
322	\$2.80			\$2.80	
323		\$156.00		\$156.00	5
324	\$0.40			\$0.40	
325	\$21.00			\$21.00	
326	\$2.70			\$2.70	
327	\$9.60			\$9.60	
328	\$1.00			\$1.00	
329	\$3.40	\$60.00		\$63.40	2
330	\$8.40			\$8.40	
331	\$1.80			\$1.80	
332	\$3.00			\$3.00	
333	\$8.30			\$8.30	
334	\$0.40			\$0.40	
335	\$6.00			\$6.00	
336	\$5.00			\$5.00	
337	\$4.20			\$4.20	
338	\$0.60			\$0.60	
339	\$5.49			\$5.49	
340	\$29.95			\$29.95	1
341	\$5.00			\$5.00	

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
342	\$17.00			\$17.00	
343	\$5.00			\$5.00	
344	\$4.80			\$4.80	
345	\$2.40			\$2.40	
346	\$15.00			\$15.00	
347	\$5.00			\$5.00	
348	\$6.80			\$6.80	
349	\$10.60			\$10.60	
350	\$5.00			\$5.00	
351	\$3.00			\$3.00	
352		\$38.50	\$5.00	\$43.50	1
353	\$10.00			\$10.00	
354		\$74.00		\$74.00	3
355	\$20.00			\$20.00	
356		\$18.00		\$18.00	1
357	\$1.50			\$1.50	
358	\$14.30	\$56.00	\$15.00	\$85.30	3
359	\$3.60			\$3.60	
360	\$15.30			\$15.30	
361	\$5.00			\$5.00	
362	\$0.70			\$0.70	
363	\$15.00			\$15.00	
364	\$1.80			\$1.80	
365		\$112.00	\$25.00	\$137.00	5
366		\$36.00	\$10.00	\$46.00	2
367		\$64.00	\$20.00	\$84.00	4
368		\$80.00	\$15.00	\$95.00	3
369	\$0.70			\$0.70	
370	\$2.20			\$2.20	
371	\$0.40			\$0.40	
372	\$0.30			\$0.30	
373	\$2.00			\$2.00	
374	\$4.60			\$4.60	
375	\$0.40			\$0.40	
376	\$3.00			\$3.00	
377	\$2.00			\$2.00	
378	\$3.50			\$3.50	
379		\$28.00		\$28.00	
380	\$1.20			\$1.20	
381	\$2.20			\$2.20	
382	\$250.00			\$250.00	
383		\$41.00		\$41.00	2

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
384		\$306.95	\$95.00	\$401.95	19
385	\$64.80			\$64.80	
386	\$19.96	\$70.00		\$89.96	3
387	\$7.40			\$7.40	
388	\$2.40			\$2.40	
389	\$6.80			\$6.80	
390	\$6.00			\$6.00	
391	\$0.80			\$0.80	
392		\$59.90		\$59.90	2
393	\$1.20			\$1.20	
394	\$1.00			\$1.00	
395	\$55.60	\$11.00	\$10.00	\$76.60	2
396	\$58.80	\$9.00	\$10.00	\$77.80	2
397	\$12.30	\$12.00	\$10.00	\$34.30	2
398	\$0.20			\$0.20	
399	\$5.30	\$58.00	\$10.00	\$73.30	2
400	\$23.65	\$125.00	\$35.00	\$183.65	7
401	\$4.00			\$4.00	
402	\$0.80			\$0.80	
403	\$19.90			\$19.90	
404	\$0.80			\$0.80	
405	\$5.40			\$5.40	
406	\$23.80			\$23.80	
407	\$1.00			\$1.00	
408	\$8.20			\$8.20	
409	\$1.10			\$1.10	
410		\$20.00		\$20.00	1
411	\$4.70	\$21.00		\$25.70	1
412	\$3.60			\$3.60	
413	\$0.60			\$0.60	
414		\$53.00		\$53.00	2
415		\$126.95		\$126.95	6
416	\$2.40			\$2.40	
417	\$0.60			\$0.60	
418	\$0.80			\$0.80	
419	\$0.90			\$0.90	
420	\$5.00			\$5.00	
421		\$46.00		\$46.00	2
422	\$6.40			\$6.40	
423	\$13.50			\$13.50	
424		\$127.00	\$45.00	\$172.00	9
425		\$15.00	\$5.00	\$20.00	1

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
426	\$10.00			\$10.00	
427	\$6.30			\$6.30	
428	\$13.10			\$13.10	
429		\$160.00		\$160.00	8
430		\$13.95		\$13.95	1
431	\$5.70			\$5.70	
432	\$1.30			\$1.30	
433	\$11.00			\$11.00	
434	\$6.80			\$6.80	
435	\$7.60			\$7.60	
436	\$25.00			\$25.00	
437		\$97.00		\$97.00	5
438	\$0.70			\$0.70	
439	\$0.40			\$0.40	
440	\$1.80			\$1.80	
441	\$59.50			\$59.50	
442	\$23.50			\$23.50	
443		\$66.00		\$66.00	3
444	\$0.30			\$0.30	
445	\$5.00			\$5.00	
446	\$1.40			\$1.40	
447	\$7.10			\$7.10	
448	\$0.60			\$0.60	
449	\$0.90	\$31.00	\$10.00	\$41.90	2
450	\$1.20			\$1.20	
451	\$0.99			\$0.99	
452	\$1.80			\$1.80	
453	\$5.00			\$5.00	
454	\$0.70			\$0.70	
455	\$1.80			\$1.80	
456	\$19.20			\$19.20	
457	\$0.40			\$0.40	
458	\$0.90			\$0.90	
459	\$0.60			\$0.60	
460	\$1.40			\$1.40	
461	\$10.30			\$10.30	
462	\$0.60			\$0.60	
463	\$1.70			\$1.70	
464	\$0.20			\$0.20	
465	\$25.00			\$25.00	
466		\$40.95	\$10.00	\$50.95	2
467	\$2.70			\$2.70	

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
468	\$11.20			\$11.20	
469		\$18.00	\$5.00	\$23.00	1
470	\$10.80	\$100.00	\$25.00	\$135.80	5
471	\$1.20			\$1.20	
472	\$10.40			\$10.40	
473	\$1.20			\$1.20	
474	\$4.20			\$4.20	
475	\$0.60			\$0.60	
476	\$2.40	\$54.00	\$15.00	\$71.40	3
477	\$11.90			\$11.90	
478	\$30.00	\$5.00	\$5.00	\$40.00	1
479	\$2.20	\$65.00		\$67.20	1
480		\$116.00		\$116.00	6
481	\$3.20			\$3.20	
482	\$0.30			\$0.30	
483	\$0.20			\$0.20	
484	\$1.20			\$1.20	
485	\$17.70			\$17.70	
486	\$2.00			\$2.00	
487	\$1.60			\$1.60	
488	\$5.20			\$5.20	
489		\$20.00		\$20.00	1
490	\$2.20			\$2.20	
491	\$1.80			\$1.80	
492	\$1.60			\$1.60	
493	\$2.00			\$2.00	
494	\$0.50	\$36.00		\$36.50	2
495	\$4.80			\$4.80	
496	\$3.10			\$3.10	
497	\$1.50			\$1.50	
498	\$1.00			\$1.00	
499	\$6.00			\$6.00	
500	\$0.60			\$0.60	
501	\$1.80			\$1.80	
502	\$15.00			\$15.00	
503	\$14.00			\$14.00	
504	\$0.50			\$0.50	
505	\$2.70			\$2.70	
506	\$15.00			\$15.00	
507	\$5.00			\$5.00	
508	\$47.40			\$47.40	
509	\$250.00			\$250.00	

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
510	\$1.80			\$1.80	
511	\$3.60			\$3.60	
512	\$1.20			\$1.20	
513	\$6.50	\$67.00	\$25.00	\$98.50	5
514	\$1.20	\$19.00	\$5.00	\$25.20	1
515		\$19.00		\$19.00	1
516	\$10.50			\$10.50	
517		\$58.00		\$58.00	3
518	\$10.80	\$35.00	\$10.00	\$55.80	2
519	\$0.40			\$0.40	
520	\$0.30			\$0.30	
521	\$30.10			\$30.10	
522	\$1.20			\$1.20	
523	\$3.30			\$3.30	
524	\$15.60			\$15.60	
525	\$1.60			\$1.60	
526	\$4.80			\$4.80	
527	\$8.40			\$8.40	
528	\$5.00			\$5.00	
529	\$0.60			\$0.60	
530	\$0.80			\$0.80	
531	\$5.00			\$5.00	
532	\$0.50			\$0.50	
533	\$3.00			\$3.00	
534	\$10.00	\$19.00	\$5.00	\$34.00	1
535	\$45.00			\$45.00	
536	\$4.20			\$4.20	
537	\$4.10	\$211.00		\$215.10	10
538	\$10.00			\$10.00	
539	\$2.10			\$2.10	
540	\$0.20			\$0.20	
541	\$10.40			\$10.40	
542	\$1.40			\$1.40	
543		\$255.00	\$80.00	\$335.00	16
544	\$3.80			\$3.80	
545	\$2.50			\$2.50	
546	\$1.00			\$1.00	
547	\$5.00	\$21.00	\$10.00	\$36.00	2
548	\$0.50			\$0.50	
549	\$6.00			\$6.00	
550	\$0.90			\$0.90	
551	\$4.50			\$4.50	
552	\$10.30			\$10.30	1

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
553	\$1.50			\$1.50	
554	\$0.50			\$0.50	
555	\$1.60			\$1.60	
556	\$11.10			\$11.10	
557	\$10.40			\$10.40	
558	\$3.90	\$71.00		\$74.90	3
559	\$2.10			\$2.10	
560	\$1.60			\$1.60	
561	\$1.20			\$1.20	
562	\$14.40	\$8.50		\$22.90	1
563	\$0.60			\$0.60	
564	\$4.10			\$4.10	
565	\$27.00			\$27.00	
566	\$1.60			\$1.60	
567	\$2.00			\$2.00	
568	\$32.00	\$183.00		\$215.00	6
569	\$0.40			\$0.40	
570		\$99.00	\$25.00	\$124.00	5
571	\$1.80			\$1.80	
572		\$65.00	\$25.00	\$90.00	5
573	\$5.00			\$5.00	
574	\$1.90			\$1.90	
575	\$72.20			\$72.20	
576	\$4.40	\$31.00		\$35.40	1
577	\$2.70			\$2.70	
578	\$2.70			\$2.70	
579	\$6.00			\$6.00	
580	\$15.45	\$84.00		\$99.45	3
581	\$1.00	\$20.00	\$5.00	\$26.00	1
582	\$1.10			\$1.10	
583	\$4.20			\$4.20	
584	\$4.30			\$4.30	
585	\$0.60			\$0.60	
586		\$237.00		\$237.00	8
587	\$0.30			\$0.30	
588	\$1.20			\$1.20	
589	\$11.90			\$11.90	
590	\$12.90			\$12.90	
591		\$6.75	\$5.00	\$11.75	1
592	\$0.60			\$0.60	
593	\$8.40	\$30.00		\$38.40	1
594	\$5.00			\$5.00	

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
595	\$6.40			\$6.40	
596	\$6.00			\$6.00	
597	\$19.30			\$19.30	
598	\$0.40			\$0.40	
599	\$0.60			\$0.60	
600	\$15.60	\$28.00		\$43.60	2
601		\$38.00		\$38.00	1
602		\$12.00	\$5.00	\$17.00	1
603	\$0.80			\$0.80	
604	\$3.30			\$3.30	
605	\$0.80			\$0.80	
606	\$2.80			\$2.80	
607		\$96.00		\$96.00	4
608	\$4.50			\$4.50	
609	\$3.00			\$3.00	
610	\$1.50			\$1.50	
611	\$20.40			\$20.40	
612	\$1.20			\$1.20	
613	\$5.00			\$5.00	
614	\$9.60			\$9.60	
615	\$0.90			\$0.90	
616	\$0.40			\$0.40	
617	\$4.20			\$4.20	
618	\$2.40			\$2.40	
619	\$31.00			\$31.00	
620	\$5.70			\$5.70	
621		\$20.00		\$20.00	
622	\$4.20			\$4.20	
623	\$1.50			\$1.50	
624	\$2.00			\$2.00	
625	\$0.30			\$0.30	
626	\$1.50			\$1.50	
627	\$10.00			\$10.00	
628		\$6.00	\$5.00	\$11.00	1
629	\$1.80			\$1.80	
630		\$87.00	\$10.00	\$97.00	2
631	\$13.40	\$13.00	\$5.00	\$31.40	1
632	\$0.40			\$0.40	
633	\$27.40	\$15.00	\$5.00	\$47.40	1
634	\$20.60			\$20.60	
635	\$4.90			\$4.90	
636	\$0.80			\$0.80	

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
637	\$19.96			\$19.96	
638	\$6.00			\$6.00	
639	\$1.70			\$1.70	
640	\$5.40			\$5.40	
641	\$3.10			\$3.10	
642	\$2.50			\$2.50	
643	\$0.30			\$0.30	
644	\$1.00			\$1.00	
645	\$2.10			\$2.10	
646	\$5.00			\$5.00	
647	\$0.20			\$0.20	
648	\$12.60			\$12.60	
649	\$3.70			\$3.70	
650	\$0.70	\$15.00	\$5.00	\$20.70	1
651	\$5.00			\$5.00	
652		\$151.90	\$35.00	\$186.90	7
653	\$15.00			\$15.00	
654	\$0.50			\$0.50	
655		\$52.00		\$52.00	2
656	\$2.70			\$2.70	
657	\$0.20			\$0.20	
658	\$14.99			\$14.99	
659	\$0.60			\$0.60	
660	\$1.60			\$1.60	
661	\$0.80			\$0.80	
662	\$2.80			\$2.80	
663		\$69.00		\$69.00	3
664	\$4.60			\$4.60	
665	\$1.00			\$1.00	
666	\$0.20			\$0.20	
667	\$1.60			\$1.60	
668	\$3.80			\$3.80	
669		\$97.00		\$97.00	3
670		\$28.00	\$5.00	\$33.00	1
671	\$15.00			\$15.00	
672	\$1.80			\$1.80	
673	\$3.60			\$3.60	
674	\$7.50			\$7.50	
675	\$0.20			\$0.20	
676	\$0.20			\$0.20	
677	\$26.10			\$26.10	
678	\$0.70			\$0.70	

Library FY 2016 Write-Offs

	Late Fees	Lost Books fees	P.F.	Total charges/PT	# of books lost/PT
679	\$2.10			\$2.10	
680	\$5.00			\$5.00	
681	\$4.40			\$4.40	
682	\$9.70	\$35.00		\$44.70	1
683	\$12.60			\$12.60	
684	\$0.30			\$0.30	
685		\$19.00	\$5.00	\$24.00	1
	\$4,953.12	\$10,256.65	\$1,375.00	\$16,584.77	507
	Late Fees	Lost Books	Processing Fees	Total	Lost Books

Bad Debt Spreadsheet

Name	Date of Service	Amount	Line #	Bad Debt Date
Jorge Urdaneta	Apr-01	\$316.80	020-1309	Apr-05
Tom Rice	Jul-01	\$109.04	032-1322	Jul-05
Michael Longino	Nov-05	\$425.84	032-1318	Nov-09
Kelly Rodriquez	Apr-06	\$108.55	032-1305	Apr-10
Michael Vaughan	Jun-06	\$106.75	032-1340	Jun-10
Kimberlee Casper	Jun-06	\$181.50	032-1305	Jun-10
Kristen Huddleston	Oct-07	\$76.50	032-1305	Oct-11
Christopher Stephens	Jul-08	\$70.25	032-1340	Jul-12
Amy Allen	Sep-08	\$15.75	032-1340	Sep-12
Angel Ramos	Jul-09	\$15.00	020-1309	Jul-13
Hannah Gerlach	Apr-10	\$24.00	032-1340	Apr-14
Cateina Pearson	Apr-10	\$8.00	032-1340	Apr-14
Corbet Leadingham	Apr-11	\$24.00	032-1340	Apr-15
Robin Wilson	Feb-12	\$167.60	032-1305	Feb-16
Selena McCowan	Apr-12	\$27.20	032-1305	Apr-16
Melinda Barragan	Jul-12	\$201.70	032-1305	Jul-16
Chystal Bodily	Jul-12	\$210.75	032-1305	Jul-16
Nicola St. James	Aug-12	\$53.25	032-1305	Aug-16
Lisa Kaihewalu	Jan-13	\$67.75	020-1309	Jan-17
Derek Gray	Mar-14	\$20.70	020-1305	Mar-17

Write Off Date

Jul-07

Jul-07

May-10

May-11

May-11

May-11

May-12

May-13

May-13

May-14

May-15

May-15

May-15

May-16

May-16

May-17

May-17

May-17

May-17

May-17

Recreation Center Writ Off's 2016

Name	Date of Service	Amount	Line #	Bad Debt Date	Write Off Date
Robin Wilson	12-Feb	\$167.60	032-1305	16-Feb	16-May
Selena McCowan	12-Apr	\$27.20	032-1305	16-Apr	16-May
		<u>\$194.80</u>			

OUTSTANDING RETURNED CHECKS TO BE WRITTEN OFF

as of 4/5/16
over 4 years old

Date	Drawn By	Type	Amount
6/8/11	JM Concessions	Rec Ctr - pupfish	50.00
Total Outstanding FY11			50.00
8/25/11	Sanchez, Lorrie	Animal Control	37.43
9/13/11	Martinez, Moises	Bonito	23.00
9/13/11	Martinez, Moises	Bonito	108.00
Total Outstanding FY12 - through 4/30/12			168.43

Total Outstanding FY11 & FY12 through 4/30/12

218.43 greater than 4 years old

011-0000-115-0175

827.98

088-0000-115-0175

1.50

829.48

3/31/2016

(611.05) FY12 as of 5/1/12 to FY16
less than 4 years old

FY11 from 4/1/11 and FY12 through 4/30/12

Rec	032-6101-314-1340	Rental Fees	50.00
Gen	011-0000-314-1321	Adoption Fee	37.43
Bonito	088-0000-316-1501	Refunds & Collections	1.50
Gen	011-0000-316-1515	City Misc Reimb/Claims	129.50
			<u>218.43</u>

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 13.

Submitted By: Kathy Gilsdorf, Budget Analyst

Subject: Approve Resolution No. 2016-20 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 May 24, 2016. (*Kathy Gilsdorf, Budget Analyst*) **(Roll Call vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Beginning Cash Balances \$0

Revenues \$2,534 Increase

Expenditures \$202,534 Increase

Transfers In/Out \$0

Net Impact (\$200,000) Decrease

Recommendation: Approve Resolution 2016-20 **(Roll Call vote required)**

Background: The City Commission adopted the Fiscal Year budget on May 12, 2015. The Department of Finance & Administration granted written approval of the City of Alamogordo's Fiscal Year 2015-2016 Final Budget on September 2, 2016. Resolution 2016-20 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. 2016-20

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 2015-2016.

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 approval to the City of Alamogordo, New Mexico's annual budget on September 2, 2015, for fiscal year 2015-2016; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2015-2016.

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 2015-2016 be and hereby is revised as of May 24, 2016 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2015-2016 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on May 24, 2016 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2015-2016.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 24th day of May 2016.

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

By: _____
Richard A. Boss, Mayor

ATTEST:

Nancy Jacobs, City Clerk

APPROVED AS TO FORM:

Stephen Thies, City Attorney

**ALL FUNDS SUMMARY
BUDGET 2015-2016**

1/12TH REQ RSRV
1,089,898
Fund Reserve Policy
338,795
Bal. Remaining
3,469,670

FY16 BUDGET - RESOLUTION 2016-20 (#7) MAY 24, 2016

FUND NO.	FY 2015-2016 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	7,501,909	16,445,902	629,524	6,400,201	(5,770,677)	13,078,772	5,098,362	1,428,693	3,669,670
	Revision #1	0	0	0	200,000	(200,000)	0	(200,000)	0	(\$200,000)
	Total Revised Fund 11	7,501,909	16,445,902	629,524	6,600,201	(5,970,677)	13,078,772	4,898,362	1,428,693	3,469,670
12	INTERNAL SERVICE FUND	409,741	417,846	2,889,070	0	2,889,070	3,676,687	39,970		\$39,970
15	CORRECTIONS-JAIL	21,663	108,642	51,488	1,723	49,765	175,070	5,000		\$5,000
16	LODGER'S TAX-PROMOTIONAL FUND	143,846	220,204	0	3,183	(3,183)	344,103	16,764		\$16,764
17	POLICE COURT BOND	8,538	0	0	0	0	0	8,538		\$8,538
19	COURT AUTOMATION FUND	55,207	78,593	0	20,639	(20,639)	60,597	52,564		\$52,564
20	LODGER'S TAX-CITY	178,954	434,495	0	35,970	(35,970)	450,013	127,466		\$127,466
21	D.A.R.E. DONATIONS FUND	13,644	7,684	0	0	0	13,845	7,483		\$7,483
22	DESIGNATED GIFT FUND	36,188	1,432	0	0	0	18,951	18,669		\$18,669
24	GRANT CAPITAL IMPROVEMENT	22,551	431,293	37,301	52,880	(15,579)	438,265	(0)		(\$0)
27	MUNICIPAL COURT OPERATIONS	5,000	8,000	411,173	6,323	404,850	412,850	5,000		\$5,000
28	POLICE CONTINGENCY	48,059	8,473	0	0	0	14,684	41,848		\$41,848
31	CEMETERY-PERPETUAL CARE	756,079	19,809	0	0	0	0	775,888		\$775,888
32	COMMUNITY SERVICES	6,675	687,874	3,639,186	448,507	3,190,679	3,880,228	5,000		\$5,000
	Revision #2	0	0	0	0	0	2,534	(2,534)	0	(\$2,534)
	Total Revised Fund 32	6,675	687,874	3,639,186	448,507	3,190,679	3,882,762	2,466	0	2,466
33	FIRE PROTECTION	573,162	625,103	0	0	0	1,061,463	136,802	45,056	\$91,746
36	LAW ENFORCEMENT FUND	2,837	113,800	0	0	0	112,983	3,654		\$3,654
37	STATE HIGHWAY FUND	95,365	47,347	0	1,124	(1,124)	37,095	104,493		\$104,493
38	TRAFFIC SAFETY FUND	54,398	30,496	0	0	0	38,000	46,894		\$46,894
39	STATE JUDICIAL	3,284	75,500	0	0	0	75,500	3,284		\$3,284
40	AIRPORT IMPROVEMENT PROJECTS	15,431	4,438,096	418,676	0	418,676	4,871,579	624		\$624
42	1984 GROSS RECEIPTS TAX	2,398,093	1,553,412	0	3,530,292	(3,530,292)	0	421,213	217,173	\$204,040
44	TRANSPORTATION FUND	588,481	1,596,894	2,088,078	167,316	1,920,762	4,034,408	71,729		\$71,729
48	NEW MEXICO C.D.B.G.	104,343	607,625	0	0	0	604,343	107,625		\$107,625
	Revision #1	0	0	200,000	0	200,000	200,000	0	0	\$0
	Total Revised Fund 48	104,343	607,625	200,000	0	200,000	804,343	107,625	0	107,625
49	1986 GROSS RECEIPTS TAX	8,408,689	1,592,894	241,859	1,994,878	(1,753,019)	1,332,933	6,915,631	268,113	\$6,647,518
50	PROPERTY ACQUISITION	177,503	1,956	354,998	0	354,998	457,300	77,157		\$77,157
53	GENERAL OBLIGATION	922,718	1,013,791	0	0	0	1,184,259	752,250		\$752,250
54	REVERSE OSMOSIS PROJECT RSV	166,001	5,791,133	0	0	0	5,937,988	19,146		\$19,146
56	99 GRT FLOOD CONTROL BOND PROJ	581,421	2,503,804	2,002,903	74,258	1,928,645	3,375,363	1,638,507		\$1,638,507
59	REVENUE BOND P & I FUND	7,708	1	2,791,665	0	2,791,665	2,791,665	7,709		\$7,709
61	MUNICIPAL INFRASTRUCTURE .0625%	558,127	386,385	0	811,800	(811,800)	0	132,712		\$132,712
63	COMMUNITY DEVELOPMENT	81,664	121,525	338,302	45,791	292,511	492,045	3,655		\$3,655
65	INSPECTIONS	169	0	0	169	(169)	0	(0)		(\$0)
69	1994 GROSS RECEIPTS	1,569,147	1,542,430	23,356	2,460,119	(2,436,763)	0	674,814	569,230	\$105,584
71	ALAMO SENIOR CENTER	(93,958)	1,153,834	345,350	0	345,350	1,397,191	8,035		\$8,035
74	ALAMO SENIOR CENTER GIFT	112,314	20,747	0	92	(92)	132,969	0		\$0
75	RETIRED & SENIOR VOL. PROGRAM	(27,833)	261,577	59,281	13,962	45,319	274,063	5,000		\$5,000
81	WATER/SEWER OPERATING	11,098,825	10,559,908	98,413	4,177,797	(4,079,384)	13,537,129	4,042,220	944,547	\$3,097,673
	Revision #2	0	2,534	0	0	0	0	2,534	0	\$2,534
	Total Revised Fund 81	11,098,825	10,562,442	98,413	4,177,797	(4,079,384)	13,537,129	4,044,754	944,547	3,100,207
82	98 JT WATER/SEWER BOND P&I	1,587,292	15,116	2,027,114	0	2,027,114	2,027,114	1,602,408	1,545,100	\$57,308

86	SOLID WASTE COLLECTION SYS.	283,177	2,016,674	0	129,169	(129,169)	1,855,297	315,385	309,216	\$6,169
88	BONITO CAMPGROUND	3,796,024	4,189,429	1,416,768	0	1,416,768	9,024,752	377,469		\$377,469
89	ESGRT .0625%	2,173,974	1,049,141	0	852,301	(852,301)	902,808	1,468,006		\$1,468,006
90	GOLF COURSE	172,343	1,299,018	143,834	55,066	88,768	1,462,188	97,941		\$97,941
91	AIRPORT	238,009	252,043	40,000	31,471	8,529	417,631	80,950	55,941	\$25,009
94	OTERO GREENTREE REG LANDFILL	3,658,863	1,059,091	0	1,720	(1,720)	2,355,441	2,360,793	1,558,302	\$802,491
96	SELF-INSURED FUND	741,610	67,426	0	300,000	(300,000)	57,544	451,492		\$451,492
98	PAYROLL CLEARING	204,261	0	0	0	0	0	204,261		\$204,261
104	UTILITY DEPOSITS	699,256	0	0	0	0	0	699,256		\$699,256
105	ECONOMIC DEVELOPMENT	5,407,926	953,770	0	0	0	1,539,606	4,822,090		\$4,822,090
107	SELF INSURED/LIABILITY	468,422	4,651	140,640	0	140,640	252,000	361,713		\$361,713
109	2004 GRT CAPITAL OUTLAY	9,012,661	3,130,734	197,473	1,118,721	(921,248)	9,525,887	1,696,260	559,361	\$1,136,899
113	2009 G.O. BOND ACQ FUND	486,186	0	2,571,040	0	2,571,040	3,050,463	6,763		\$6,763
114	SIDEWALKS REVOLVING LOANS	131,446	1,728	0	0	0	100,360	32,814		\$32,814
115	CORP ESCROW ACCOUNT RESV	0	0	0	0	0	0	0		\$0
116	REG WATER SUPPLY TRANS LN	26,917	1,227,439	217,312	241,859	(24,547)	1,226,924	2,885		\$2,885
117	2011 JT W/S REF/IMP REVBD	638,381	0	0	0	0	635,228	3,153		\$3,153
118	2011 NMFA ST GRT STREET #15	197,473	0	0	197,473	(197,473)	0	(0)		(\$0)
119	2012 GRT REF/IMP REVBD	1,522,795	2,050,000	0	0	0	3,572,795	(0)		(\$0)
121	2015 GO BONDS-FUN CENTER	5,960,219	10,000	0	0	0	5,929,500	40,719		\$40,719
122	2015 GO BONDS-STREETS	4,389,889	10,000	0	0	0	4,340,827	59,062		\$59,062
901	HOUSING LOW RENT OPERATING	1,091,702	871,281	0	0	0	1,241,199	721,784	496,480	\$225,304
903	HOUSING HOMEOWNERSHIP OPER	699,284	48,120	0	0	0	269,792	477,612	11,917	\$465,695
904	HOUSING CAPITAL FUND PROJECTS	0	1,272,904	0	0	0	1,272,904	0		\$0
TOTALS FY2016		80,194,054	72,439,604	23,374,804	23,374,804	0	115,575,135	37,058,523	8,009,129	29,049,395

	Prior Resolution	80,194,054	72,437,070	23,174,804	23,174,804	0	115,372,601	37,258,523
#7	Adjustments to Resolution 2016-20	0	2,534	200,000	200,000	0	202,534	(200,000)

Resolution # 2016-20 MAY 24, 2016

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
<u>REVISION #1</u>					
This budget revision is requested to add an additional amount of \$200,000 to the COPE CDBG Grant Project. The construction of the COPE Administrative Office was bid and resulted in an additional \$200,000 to complete. This funding is being transferred (paid) by the General Fund. An agreement with COPE to recoup the additional funds will be drawn up and paid back over time. The \$200,00 will be recorded as a 'receivable' from COPE until it is paid back.					
11	GENERAL FUND				
	<i>Transfers Out</i>				
	011-0000-491.18-48	Transfer to (48) Grant Cap Imp	0	200,000	200,000
48	NEW MEXICO C.D.B.G.				
	<i>Transfers In</i>				
GC1402	048-0000-391.19-11	Transfer fr (11) General Fund	0	200,000	200,000
	<i>Expenditures</i>				
GC1402	048-0207-463.61-62	CDBG Construction	548,625	200,000	748,625

REVISION #2

This budget revision is requested to transfer vehicle owned by the Water/Sewer Department (Unit # 1576 2009 Ford/Escape) which they no longer need to the Parks Department. There is a remaining value of \$2,533.64 on the vehicle. Due to the transfer of the vehicle from an Enterprise Fund, Parks will be paying the amount back to Water/Sewer.

32	COMMUNITY SERVICES				
	<i>Expenditures</i>				
	032-6206-410.31-31	Supplies/Equipment	0	2,534	2,534
81	WATER/SEWER OPR				
	<i>Revenues</i>				
	081-0000-318.17-07	Gain/Loss-Sale of Asset	0	2,534	2,534

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENT

REVISED 12/08/06

ENTITY NAME:	City of Alamogordo
FISCAL YEAR:	2015/2016
DFA Resolution Number:	

For Local Government Division use only:

(A)	(B)	(C) REVENUE EXPENDITURE	(D)	(E)	(F)	(G)
ENTITY RESOLUTION NUMBER	FUND	TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
2016-20 #1	101	TRANSFER TO	(\$6,400,201)	(\$200,000)	(\$6,600,201)	COPE CDBG Project
2016-20 #2	217	EXPENDITURE	\$3,880,228	\$2,534	\$3,882,762	Adjust fixed assets
2016-20 #1	300	TRANSFER FROM	\$0	\$200,000	\$200,000	COPE CDBG Project
2016-20 #1	"	EXPENDITURE	\$46,939,361	\$200,000	\$47,139,361	COPE CDBG Project
2016-20 #2	500-WATER	REVENUE	\$10,559,908	\$2,534	\$10,562,442	Adjust fixed assets
					\$0	
					\$0	
					\$0	
					\$0	
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					\$0	
Total Adjustments				\$205,068		

ATTEST:

Title	(Date)

Mayor/Board Chairman (Date)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 14.

Submitted By: Kathy Gilsdorf, Budget Analyst

Subject: Approve Resolution No. 2016-21 requesting interim approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico to adopt the Preliminary 2016-2017 Budget as of May 24, 2016. (*Kathy Gilsdorf, Budget Analyst*) **(Roll Call vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Beginning Cash Balances \$47,127,729

Revenues \$51,127,233

Expenditures \$66,330,265

Transfers In/Out \$0

Net Impact \$31,924,697

Recommendation: Approve Resolution 2016-21 **(Roll Call vote required)**

Background:

The City is required to hold a public hearing on the budget before adopting the preliminary budget for the new fiscal year (2016-2017).

The preliminary budget is due to the Department of Finance and Administration (DFA) by June 1 and DFA is required to send the City its interim approval of the preliminary budget prior to July 1, 2016.

The final budget will come before the City Commission at their regular meeting of July 22, 2016 and will include the true carry over fund balances and any other adjustments required. The final budget is due to DFA by July 30. DFA usually sends the approval of the final budget for the fiscal year no later than September 1.

The City Commission held budget workshops April 5 & 21, 2016 at Fire Station 5 and a public hearing May 5, 2015 in the Commission Chambers. All adjustments to the preliminary budget as a result of the workshops have been incorporated into the preliminary budget for fiscal year 2016-2017.

**STATE OF NEW MEXICO
CITY OF ALAMOGORDO, NEW MEXICO
RESOLUTION NO. 2016-21
2016-2017 ANNUAL BUDGET ADOPTION
(105th FISCAL YEAR)**

WHEREAS, the governing body of the City of Alamogordo, New Mexico, a New Mexico Municipal Corporation (hereinafter referred to as the "City"), has developed a preliminary Annual Budget for fiscal year 2016-2017, and

WHEREAS, the Preliminary Annual Budget was developed on the basis of need and through cooperation with all user departments, elected officials, and other department supervisors; and,

WHEREAS, the official Notice of Meeting for the review of the Annual Budget was duly posted on May 5, 2016 in compliance with the City of Alamogordo Open Meetings Act Resolution; and,

WHEREAS, it is the majority opinion of the governing body of the City that the Annual Budget meets the requirements as currently determined for fiscal year 2016-2017.

WHEREAS, the Department of Finance and Administration, State of New Mexico, is requested to give its interim approval to the City of Alamogordo, New Mexico's annual budget for fiscal year 2016-2017.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the governing body of the City of Alamogordo, New Mexico, hereby adopts the attached Annual Preliminary Budget and respectfully requests approval of these documents from the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED AND ADOPTED this 24th day of May, 2016.

CITY OF ALAMOGORDO, NEW MEXICO
A NEW MEXICO MUNICIPAL CORPORATION

Mayor Richard Boss

Mayor Pro-Tem Al Hernandez

Commissioner Jason Baldwin

Commissioner Nadia Sikes

Commissioner Jenny Turnbull

Commissioner Erica Martin

Commissioner Susan Payne

(SEAL)

Nancy Jacobs, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

Stephen P. Thies, City Attorney

**ALL FUNDS SUMMARY
PRELIMINARY 2016-2017**

1/12TH REQ RSRV
1,260,131
Fund Reserve Policy
487,127
Bal. Remaining
2,968,701

FY17 Preliminary

FUND NO.	FY 2016-2017 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	5,987,586	17,594,668	768,394	4,513,122	(3,744,728)	15,121,568	4,715,958	1,747,258	2,968,701
12	INTERNAL SERVICE FUND	96,457	0	0	96,457	(96,457)	0	0		\$0
15	CORRECTIONS-JAIL	5,000	109,394	70,857	0	70,857	180,251	5,000		\$5,000
16	LODGER'S TAX-PROMOTIONAL FUND	19,966	224,639	0	0	0	244,605	0		\$0
17	POLICE COURT BOND	8,538	0	0	0	0	0	8,538		\$8,538
19	COURT AUTOMATION FUND	53,070	81,014	0	0	0	80,623	53,461		\$53,461
20	LODGER'S TAX-CITY	126,092	381,627	220,000	1,720	218,280	647,560	78,439		\$78,439
21	D.A.R.E. DONATIONS FUND	7,469	5,409	0	0	0	8,148	4,730		\$4,730
22	DESIGNATED GIFT FUND	18,669	950	0	0	0	1,153	18,466		\$18,466
24	GRANT CAPITAL IMPROVEMENT	(0)	203,535	0	0	0	203,535	(0)		(\$0)
27	MUNICIPAL COURT OPERATIONS	5,000	8,500	392,818	0	392,818	400,793	5,525		\$5,525
28	POLICE CONTINGENCY	41,693	8,487	0	0	0	14,960	35,220		\$35,220
31	CEMETERY-PERPETUAL CARE	775,567	21,880	0	0	0	0	797,447		\$797,447
32	COMMUNITY SERVICES	1,416	835,823	3,304,700	15,480	3,289,220	4,121,459	5,000		\$5,000
33	FIRE PROTECTION	222,205	606,364	0	0	0	499,437	329,132	45,056	\$284,076
36	LAW ENFORCEMENT FUND	4,254	115,440	0	0	0	110,326	9,368		\$9,368
37	STATE HIGHWAY FUND	116,611	45,695	0	0	0	38,064	124,242		\$124,242
38	TRAFFIC SAFETY FUND	46,836	30,451	0	0	0	30,000	47,287		\$47,287
39	STATE JUDICIAL	3,284	75,500	0	0	0	75,500	3,284		\$3,284
40	AIRPORT IMPROVEMENT PROJECTS	624	0	0	0	0	0	624		\$624
42	1984 GROSS RECEIPTS TAX	1,749,356	1,634,314	0	2,029,177	(2,029,177)	0	1,354,493	217,173	\$1,137,320
44	TRANSPORTATION FUND	53,646	2,649,499	765,997	17,200	748,797	3,389,847	62,095		\$62,095
48	NEW MEXICO C.D.B.G.	104,343	500,000	0	0	0	500,000	104,343		\$104,343
49	1986 GROSS RECEIPTS TAX	6,743,804	1,705,083	0	6,479,676	(6,479,676)	25,000	1,944,211	268,113	\$1,676,098
50	PROPERTY ACQUISITION	117,157	2,015	0	0	0	12,200	106,972		\$106,972
53	GENERAL OBLIGATION	785,285	1,067,809	0	0	0	1,004,968	848,126		\$848,126
54	REVERSE OSMOSIS PROJECT RSV	25,552	1,134	5,447,185	0	5,447,185	5,447,185	26,686		\$26,686
56	99 GRT FLOOD CONTROL BOND PROJ	2,605,024	6,129	918,847	0	918,847	3,530,000	(0)		(\$0)
59	REVENUE BOND P & I FUND	7,797	92	2,798,487	0	2,798,487	2,798,487	7,889		\$7,889
61	MUNICIPAL INFRASTRUCTURE .0625%	256,314	406,391	0	532,499	(532,499)	0	130,206		\$130,206
63	COMMUNITY DEVELOPMENT	5,000	74,800	464,998	0	464,998	530,690	14,108		\$14,108
65	INSPECTIONS	(0)	0	0	0	0	0	(0)		(\$0)
69	1994 GROSS RECEIPTS	1,568,225	1,624,065	0	1,365,036	(1,365,036)	0	1,827,254	569,230	\$1,258,024
71	ALAMO SENIOR CENTER	7,255	612,099	502,757	0	502,757	1,117,111	5,000		\$5,000
74	ALAMO SENIOR CENTER GIFT	56,011	21,159	0	0	0	20,240	56,930		\$56,930
75	RETIRED & SENIOR VOL. PROGRAM	20,000	225,644	25,445	0	25,445	266,089	5,000		\$5,000
81	WATER/SEWER OPERATING	4,736,969	9,773,222	98,413	1,791,837	(1,693,424)	11,242,640	1,574,127	988,773	\$585,354
82	98 JT WATER/SEWER BOND P&I	1,603,792	16,995	1,961,081	0	1,961,081	2,026,768	1,555,100	1,545,100	\$10,000
86	SOLID WASTE COLLECTION SYS.	309,541	2,033,746	0	99,413	(99,413)	1,921,758	322,116	320,293	\$1,823
88	BONITO CAMPGROUND	377,456	0	0	0	0	0	377,456		\$377,456
89	ESGRT .0625%	1,501,142	426,781	0	0	0	0	1,927,923	230,180	\$1,697,743
90	GOLF COURSE	103,586	1,327,377	143,834	1,720	142,114	1,548,698	24,379		\$24,379
91	AIRPORT	81,544	166,596	39,711	0	39,711	226,448	61,403	35,858	\$25,545

FY17 Preliminary

FUND NO.	FY 2016-2017 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
94	OTERO GREENTREE REG LANDFILL	2,434,169	1,004,974	0	1,720	(1,720)	1,112,050	2,325,373	1,558,302	\$767,071
96	SELF-INSURED FUND	452,403	202,232	0	0	0	182,732	471,903		\$471,903
98	PAYROLL CLEARING	204,261	0	0	0	0	0	204,261		\$204,261
104	UTILITY DEPOSITS	699,256	0	0	0	0	0	699,256		\$699,256
105	ECONOMIC DEVELOPMENT	4,843,795	873,155	0	0	0	612,953	5,103,997		\$5,103,997
107	SELF INSURED/LIABILITY	362,255	5,349	140,640	0	140,640	190,000	318,244		\$318,244
109	2004 GRT CAPITAL OUTLAY	6,018,037	3,274,154	0	1,119,107	(1,119,107)	5,583,750	2,589,334	559,361	\$2,029,973
113	2009 G.O. BOND ACQ FUND	(0)	0	0	0	0	0	(0)		(\$0)
114	SIDEWALKS REVOLVING LOANS	32,612	1,572	0	0	0	31,900	2,284		\$2,284
115	CORP ESCROW ACCOUNT RESV	0	0	0	0	0	0	0		\$0
116	REG WATER SUPPLY TRANS LN	51,177	0	0	0	0	0	51,177		\$51,177
117	2011 JT W/S REF/IMP REVBD	0	0	0	0	0	0	0		\$0
118	2011 NMFA ST GRT STREET #15	(0)	0	0	0	0	0	(0)		(\$0)
119	2012 GRT REF/IMP REVBD	46,703	5,000	0	0	0	0	51,703		\$51,703
121	2015 GO BONDS-FUN CENTER	90,719	61,800	0	0	0	0	152,519		\$152,519
122	2015 GO BONDS-STREETS	85,974	15,000	0	0	0	0	100,974		\$100,974
901	HOUSING LOW RENT OPERATING	771,542	791,468	0	0	0	933,735	629,275	197,289	\$431,986
903	HOUSING HOMEOWNERSHIP OPER	675,689	3,203	0	0	0	32,034	646,858	5,339	\$641,519
904	HOUSING CAPITAL FUND PROJECTS	0	265,000	0	0	0	265,000	0		\$0
TOTALS FY2017		47,127,729	51,127,233	18,064,164	18,064,164	0	66,330,265	31,924,697	8,287,325	23,637,373

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/18/2016

Report No: 15.

Submitted By: Nancy Jacobs, City Clerk

Subject: Consider, and act upon, Application No. 995065 to grant a Transfer of Location for Dispensers Liquor License No. 0021 with Package Sales from Palm Side to Wal-Mart Stores East LP d/b/a Wal-Mart Market #5726, located at 2401 Indian Wells Road, Alamogordo, NM. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Approve the transfer of Location for Dispensers Liquor License # 0021 with Package Sales, Application No. 995065 for Wal-Mart Stores East LP d/b/a Wal-Mart Market #5726, located at 2401 Indian Wells Road, Alamogordo, NM

Background: The Alcohol and Gaming Division of the NM Regulation and Licensing Department has given this application preliminary approval. In accordance with Section 60-6B-4 NMSA of the Liquor Control Act, the Division must refer the application to the Governing Body for approval or disapproval. This public hearing is for the purpose of considering the application. A Notice of Public Hearing was published in the Alamogordo Daily News on Sunday, April 24, May 1, May 8, and May 15, 2016. These publications meet the State regulations of publishing two consecutive weeks prior to the public hearing.



Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

David Jablonski
DEPUTY
SUPERINTENDENT

Diane A. Martwick
CHIEF GENERAL
COUNSEL

Mary Kay Root
DIRECTOR

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

RECEIVED

APR 18 2016

New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

Toney Anaya Building • 2550 Cerrillos Road • Santa Fe, New Mexico 87504
P.O. Box 25101 • Santa Fe, New Mexico 87504-5101
(505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/alcoholandgaming

CITY CLERK

April 14, 2016

Certified Mail No.: 9171 9690 0935 0078 6756 57

City of Alamogordo
Nancy Jacobs, Clerk
1376 East Ninth Street
Alamogordo, NM 88310

Re: Lic. No. /Appl. No.: Application No. 995065
Name of Applicant: Wal-Mart Stores East LP
Doing Business As: Wal-Mart Market #5726
Proposed Location: 2401 Indian Wells Road
Alamogordo, NM 88310

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**; it is being forwarded to you in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the inherent conflict between the new 30 day notice and the existing 45 day hearing requirement. Extensions to the 45-day hearing requirement will be granted when necessary to allow for compliance with the 30 day notice. Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include: (A) Name and address of the Applicant/Licensee; (B) The action proposed to be taken by the Alcohol and Gaming Division; and (C) The location of the licensed premises. The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF LOCATION OF LIQUOR LICENSE NO. 0021 WITH PACKAGE SALES.

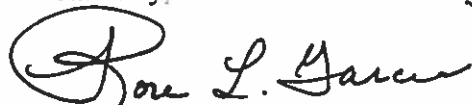
The governing body may disapprove the issuance or transfer of the license if:

- 1) The proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico. (The governing body may disapprove if the proposed location is within 300 feet of a church or school unless the license has been located at this location prior to 1981 or unless the Applicant/Licensee has obtained a waiver from the Local Option District governing body for the proposed licensed premises).
- 2) The issuance or transfer would be in violation of a zoning or other ordinance of the governing body. The governing body may disapprove if the proposed location is not properly zoned. Because this office is in receipt of a Zoning Statement from the governing body, this is not a basis for disapproval.
- 3) The issuance would be detrimental to the public health, safety, or morals of the residents of the Local Option District. Disapproval by the governing body on public health, safety, or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or location and a copy of the record must be submitted to the Alcohol and Gaming Division.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division as to whether the local governing body has approved or disapproved the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notice of publication(s). **If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may give Final Approval to the issuance or transfer of the license.**

If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the notice of disapproval (Page 1 of the Application page noting disapproval).

Sincerely,



Rose L. Garcia
Hearing Officer
NM Regulation & Licensing Dept.
Alcohol & Gaming Division
Phone: 505-476-4552
Fax: 505-476-4595
Email: rosel.garcia@state.nm.us

Enclosures:

1. Original Page 1 of the Application (must be signed and returned).
2. Copy of Page 2 of the Application
3. Copy of zoning statement.



Rose
3/14/16

New Mexico Regulation and Licensing Department • Alcohol and Gaming Division
PO Box 25101 • Santa Fe, New Mexico 87505-5101 • (505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/alcoholandgaming

3/14/16
200
1810994
Page 1
Rev. 08/13

LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable.

State Liquor License # 0021
Application Number 995065
Local option (AGD use) _____

Record Owner of Existing License Nips, Inc.
Current D/B/A Name Palm Side
Current Premises Address 905 S. Whitesands Blvd, Alamogordo NM

Application is for: Change of Stock _____ Change of Officers/Directors _____ Transfer Ownership of Existing License _____ Transfer Ownership and Location ☒ Transfer Location _____ Other _____
Issue New License _____ Type of License being applied for _____

Applicant is: Individual _____ Corporation _____ Partnership (General or Limited) ☒ Limited Liability Company _____

NAME OF APPLICANT (company or individual)
Wal-Mart Stores East, LP.

ADDRESS (including city, state, zip)
702 SW 8th Street, Bentonville, AR 72716

TELEPHONE NUMBER

CC: Rhodes and Salmon PC
Also copy to: New Mexico Liquor Licenses, LLC

1801 Lomas Blvd NW, Albuquerque NM 87104
6739 Academy Rd NE STE 110, Albuquerque NM 87109

505 247 0328
505 980 5614

D/B/A name to be used: Wal-Mart Market #5726 Phone number for licensed premises: TBD

Physical location where license is to be used: 2401 Indian Wells Road, Alamogordo, Otero County, NM 88310
(Include street number / highway number / state road, city and county, state, and zip code)

Mailing address: 702 SW 8th Street, Bentonville AR 72716

Are alcoholic beverages currently being dispensed at the proposed location? Yes _____ No ☒ If yes, give license number and type _____

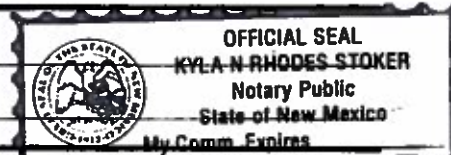
I, (print name) David Swanson, as (title) Resident Agent, being first duly sworn upon oath
deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that
any statements or representations herein are found to be false, the director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form in the presence of a notary public.

Signature of Applicant [Signature] Date 3-10-16

SUBSCRIBED AND SWORN TO before me this 10th day of March, 20 16 by David Swanson

Notary Public [Signature] My Commission Expires 3/17/2020



Local Governing Body of: Alamogordo, NM (City or County). Hearing held on May 24 20 16

Check one: Approved _____ Disapproved _____ City/County Official Mayor (Signature & Title)

For Alcohol and Gaming Division Use Only

verf _____ Disapproved _____ Director Approval _____ Date _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION
SS-60-6B-10

1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant X Leased by Applicant (attach copy of deed or lease) _____ Other (provide details) _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s) Wal-Mart Stores East, LP

B. Date and term of lease N/A

3. Premises location is zoned (example C-1) C-3
If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

4. Distance from nearest church *(Property line of church to licensed premises—shortest distance).

Miles/feet CA. 503 FT Name of church Grace Baptist Church Address/location of church 2324 Indian Wells Rd, Alamogordo NM

5. Distance from nearest school *(Property line of school to licensed premises—shortest distance).

Miles/feet CA. 1200 FT Name of school Buena Vista Elementary Address/location of school 2900 19th Street, Alamogordo NM

6. Distance from military installation *(Property line of military installation to licensed premises—shortest distance.)

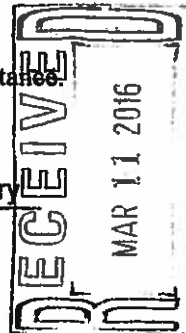
Miles CA. 12.5 miles Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),
Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis).

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 ½ x 11 inches, and must include the total square footage of premises.

*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.

8. Type of Operation:

Lounge _____ Restaurant _____ Package Grocery X Racetrack _____ Hotel _____ Other (specify) Neighborhood Grocery





City of Alamogordo

Community Development • 1376 E. Ninth Street • Alamogordo, New Mexico 88310-5938 • (575)439-4220 FAX (575)439-4343

CD-007-2016

March 14, 2016

New Mexico Liquor Licenses, LLC
6739 Academy Rd. NE Suite 110
Albuquerque, New Mexico 87109

RE: Zoning of **2401 Indian Wells Road**
Legal Description: TAYS HEIGHTS ADDITION, UNIT 15A, REPLAT E
Map Code01N-4-057-093-120-117 & PC 01-11729

To Whom It May Concern,

At your request, we have researched our records and determined the zoning classification of that certain real property, which has the street address **2401 Indian Wells Road** within the corporate boundaries of the City of Alamogordo, New Mexico. This is written, in accordance with the provisions of Section 2-01-030(j) and Section 29-01-010 of the Code of Ordinances of the City of Alamogordo, New Mexico, to provide a Certificate of Zoning Classification regarding the Property.

The property at **2401 Indian Wells Road** is within the **C3, Business District** as per the City of Alamogordo Zoning Map, which does not prohibit the sale of alcoholic beverages. Alamogordo Municipal Code Chapter 29, Zoning, allows restaurants and commercial business within this district

Please contact me if you need more information. Note that for a full understanding of what is permitted or prohibited by the Alamogordo Code of Ordinances please refer to the Code in its entirety. The City's website at <http://ci.alamogordo.nm.us> provides access to the entire Municipal Code. On the City's Home page click on GOVERNMENT – COA Code of Ordinances – Chapter 29 Zoning.

Sincerely,

Ms. Stella Rael
Planning and Zoning Administrator CZO
City of Alamogordo
1376 E Ninth St.
Alamogordo, NM 88310-5938
(575) 439-4208; Fax: (575)439-4343
srael@ci.alamogordo.nm.us



City of Alamogordo

OFFICE OF THE CITY CLERK

1376 E. NINTH STREET • ALAMOGORDO, NEW MEXICO 88310-5838 • (575) 439-4205 FAX (575) 439-4396

April 26, 2016

VIA CERTIFIED MAIL

Wal-Mart Stores East, LP
d/b/a Wal-Mart Market #5726
702 SW 8th Street
Bentonville, AR 72716

Re: **Transfer of ownership of existing Dispenser Liquor License # 0021 - Application #995065** from Nips, Inc., d/b/a Palm Side, located at 905 S. White Sands Blv., Alamogordo, NM, to Wal-Mart Stores East, LP, d/b/a Wal-Mart Market #5726, 2401 Indian Wells Rd, Alamogordo, NM.

Dear Mr. Swanson:

The Alcohol and Gaming Division of the State of New Mexico has given your application preliminary approval. The application will be referred to our Governing Body for approval or disapproval.

A Public Hearing on the question of whether or not the proposed License should be granted will be held by the Alamogordo City Commission at its Regular Meeting of Tuesday, May 24, 2016, at 6:30 p.m. in the Commission Chambers of the Alamogordo City Hall located at 1376 E. Ninth Street. A "Notice of Public Hearing" has been and will be published in the Alamogordo Daily News on Sunday, April 24, 2016; Sunday, May 1, 2016; Sunday, May 8, 2016; and Sunday, May 15, 2016.

Attached is the city application that you will need to complete and return with the \$250 fee for the city license to the City Clerk's office at the address listed above. Under separate cover, you will be receiving our billing for \$50, which covers the processing and investigation fees for the City.

If you have any questions, please contact my office at (57

Sincerely,

Nancy E. Jacobs, CMC
City Clerk

ENCLOSURE

cc: file
NM Alcohol and Gaming Division

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total		

Wal-Mart Stores East, LP
d/b/a Wal-Mart Market #5726
702 SW 8th Street
Bentonville, AR 72716

7006 3450 0001 8876 7509

Sent
By
or PC
City

Legal Notices 152

NOTICE OF PUBLIC HEARING IS HEREBY GIVEN that the Governing Body of the City of Alamogordo, New Mexico, will hold a public hearing at its regular meeting on the 24th day of May, 2016 at 6:30 pm at City Commission Chambers at City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico to determine whether to approve the proposed transfer of Liquor License no. 0021 by the New Mexico regulation and Licensing Department, Alcohol & Gaming Division of Application 995065 made by Wal-Mart Stores East, LP dba Wal-Mart Store #5726, and which has been granted Preliminary Approval by the Director of Alcohol & Gaming Division of the transfer to 2401 Indian Wells Road, Alamogordo, New Mexico of liquor License No 0021 with Package Sales.
Legal #1111231
Run Dates: 4/24, 5/1, 5/8, & 5/15/2016

1 Sunday, May 1, 2016 7B

Legal Notices 152

City Commission Chambers at City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico to determine whether to approve the proposed transfer of Liquor License no. 0021 by the New Mexico regulation and Licensing Department, Alcohol & Gaming Division of Application 995065 made by Wal-Mart Stores East, LP dba Wal-Mart Store #5726, and which has been granted Preliminary Approval by the Director of Alcohol & Gaming Division of the transfer to 2401 Indian Wells Road, Alamogordo, New Mexico of liquor License No 0021 with Package Sales. Legal #1111231 Run Dates: 4/24, 5/1, 5/8, & 5/15/2016

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Sunday, May 15, 2016 5B

NOTICE OF PUBLIC HEARING IS HEREBY GIVEN that the Governing Body of the City of Alamogordo, New Mexico, will hold a public hearing at its regular meeting on the 24th day of May, 2016 at 6:30 pm at City Commission Chambers at City Hall located at 1376 E. Ninth Street, Alamogordo, New Mexico to determine whether to approve the proposed transfer of Liquor License no. 0021 by the New Mexico regulation and Licensing Department, Alcohol & Gaming Division of Application 995065 made by Wal-Mart Stores East, LP dba Wal-Mart Store #5726, and which has been granted Preliminary Approval by the Director of Alcohol & Gaming Division of the transfer to 2401 Indian Wells Road, Alamogordo, New Mexico of liquor License No 0021 with Package Sales. Legal #1111231 Run Dates: 4/24, 5/1, 5/8, & 5/15/2016

RECEIVED

MAY 16 2016

MAY 18 2016

REVISED 6/2009

CITY CLERK

RECEIPT NO.

112638

City of Alamogordo

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

APPLICATION FOR BUSINESS LICENSE
(BUSINESSES SELLING ALCOHOLIC BEVERAGES)

NAME OF BUSINESS: Wal-Mart Market #5726

BUSINESS ADDRESS: 2401 Indian Wells Rd, Alamogordo, NM 88310

BUSINESS TELEPHONE NUMBER: TBD

EMAIL:

APPLICANT'S FULL NAME: Wal-Mart Stores East, LP (see attached list)

(IF PARTNERSHIP OR CORPORATION, ATTACH A LIST CONTAINING NAMES, ADDRESSES, SOCIAL SECURITY NUMBERS AND DATES OF BIRTH FOR EACH PARTNER/OFFICER)

APPLICANT'S SOCIAL SECURITY NO.: N/A

DATE OF BIRTH: N/A

APPLICANT'S TELEPHONE NUMBER: 479-204-2073

SPECIFIC NATURE OF BUSINESS CONDUCTED: Wal-Mart Neighborhood M

ENTER STATE LIQUOR LICENSE NUMBER(S):

DISPENSER'S LICENSE NO. 0021

RETAILER'S LICENSE NO.

SMALL BREWER'S LICENSE NO.

BEER/WINE LICENSE NO.

CLUB LICENSE NO.

WHOLESALE LICENSE NO.

WINERY LICENSE NO.

CITY OF ALAMOGORDO, NEW MEXICO

*** CUSTOMER RECEIPT ***

Oper: ABBOTTS Type: OC Drawer: 1
Date: 5/16/16 01 Receipt no: 112638

Description	Quantity	Amount
LL LIQUOR LICENSE REGISTER	1.00	\$250.00
WAL-MART MARKET# 5726		

WAL-MART MARKET# 5726
LIQUOR LICENSE

BUSINESS LICENSE FEES:

DISPENSER'S LICENSE	\$250.00
RETAILER'S LICENSE	\$250.00
*SMALL BREWER'S LICENSE	\$150.00
BEER AND WINE LICENSE	\$100.00
CLUB LICENSE	\$100.00
WHOLESALE LICENSE	----
WINERY	----

Tender detail	
CK CHECK	\$250.00
Total tendered	\$250.00
Total payment	\$250.00

Trans date: 5/16/16 Time: 13:39:22

THANK YOU AND HAVE A NICE DAY

*IF A LOCATION IS SERVED BY A CITY DISPENSER'S LICENSE OR RETAILER'S LICENSE, AND ON THE STATE OF NEW MEXICO, THE CITY'S SMALL BREWER'S LICENSE FEE WILL BE WAIVED.

DATE: May 10, 2016

APPLICANT'S SIGNATURE:

ALL BUSINESS LICENSES ARE ISSUED FOR THE PERIOD JULY 1 TO THE FOLLOWING JUNE 30. THE LICENSE FEE SHALL NOT BE REFUNDED OR PRORATED.

FOR CITY CLERK'S USE ONLY

LICENSING YEAR: JULY 1, _____ THROUGH JUNE 30, _____

CITY LICENSE NO. _____ FEE PAID: _____ DATE PAID: _____ RENEWAL _____ INITIAL _____

DATE STATE LICENSE VERIFIED WITH ALCOHOL & GAMING: _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 16.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, a purchase agreement for Lot 2B, Replat B Industry Center Subdivision, in reference to a flood control pond adjacent to the Dry Canyon Channel. (*Stephen Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Purchase Agreement.

Background: Several years ago, the City retained the engineering firm of Wilson & Smith Company to develop a drainage management plan for the area bordered by Indian Wells Road on the south, Dry Canyon Arroyo on the west and Scenic Drive on the north and east. In that plan, Wilson & Company proposed a phased drainage plan for the area which included the eventual construction of a flood control pond to be located west of Florida Avenue adjacent to the Dry Canyon Channel. The suggested location was just north of the property now being proposed for purchase primarily due to the fact that the suggested location is undeveloped. However, the opportunity subsequently presented itself for the City to purchase the proposed parcel, which is part of the Oasis Mobile Home Park. The Dry Canyon Channel runs down the middle of the park. This parcel is located on the east side of the channel and is relatively under-utilized.

The parties have agreed upon a purpose price of \$350,000. Staff recommends approval of the purchase.

PURCHASE AGREEMENT IN LIEU OF CONDEMNATION

BEFORE YOU USE OR SIGN THIS CONTRACT. YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS.

This Purchase Agreement in Lieu of Condemnation and Right of Entry and Occupancy Agreement is made on May 15th, 2016, by and between the City of Alamogordo, a New Mexico municipal corporation ("City"), and Antonio P. Alvillar, Jr. and Elizabeth Alvillar, husband and wife ("Property Owner").

RECITALS

Whereas, the Property Owner is the owner of certain real property situated in the City of Alamogordo, Otero County, New Mexico, and legally described as follows, to wit:

Lot 2B, Replat B Industry Center Subdivision containing 10.3 acres, more or less;
[Property Tax Identification Number: 01-12859] (the "Real Property"); and

Whereas, the City has proposed a drainage project known as the Public Works Yard Drainage Project (the "Drainage Project"); and

Whereas, the City desires to acquire the Real Property, and/or certain interests therein, in fee simple, to permit the realignment, extension and laying out of the Project; and

Whereas, the City is statutorily authorized pursuant to section 3-18-10.A(1) NMSA 1978, to condemn private property for public use for the purpose of constructing, maintaining and operating storm drains; and

Whereas, the parties to have negotiated certain conditions, memorialized herein, related to the condemnation of the Real Property that will: (1) preclude the need for filing a condemnation petition and all issues related thereto; (2) transfer ownership of the Real Property to the City to be used in the Drainage Project; and (3) provide just compensation, are required by law, to the Property Owner for the Real Property, all conditioned upon the parties compliance with the terms and conditions of this Agreement.

NOW, THEREFORE, the City and the Property Owner agree as follows:

1. The City will pay to the Property Owner, as just compensation in lieu of condemnation for the Real Property the sum of \$350,000.00. Said sum is based upon the agreed upon valuation of the Real Property.

2. The Property Owner agrees to perform, and be bound to, the following:

(a) In exchange for the Compensation, the Property Owner shall convey the Real Property together with all of their right, title and interest in and to the Real Property to the City by warranty deed (the "Deed"). The Property Owner represents and warrants that they hold marketable, fee title to the Real Property and are able to convey the same in conformance herewith, subject to the provisions set forth at section 4 below. The

Property Owner will be eligible upon proper application for reimbursement for a portion of the current real property taxes pro-rated on time and value of the area acquired by the City.

(b) The Property Owner agrees that they will not damage, dissipate, or commit waste on any portion of the Real Property between the date of execution of this Agreement and the Construction Date, except that the Property Owner may remove plants and/or related landscaping features from the Real Property to the extent that such removal does not interfere with the City's intended use of the Real Property. Subject to the foregoing, the Property Owner shall surrender the Real Property to the City in as good condition (normal wear and tear excepted) as exists on the date of this Agreement.

(c) The Property Owner represents and warrants that, to the best of their knowledge, there is no litigation pending or threatened against them or the Real Property that arises out of the ownership of the Real Property and that might materially and detrimentally affect (i) the use or operation of the Real Property for the City's intended use, or (ii) the ability of the Property Owner to perform their obligations under this Agreement, or (iii) the value of the Real Property, or (iv) the Property Owner's ability to convey marketable title to the Real Property.

(d) The Property Owner represents and warrants that they have received no notice alleging any default or breach on their part under any covenants, conditions, restrictions, rights of way or easements that may affect them in respect to the Real Property or that may affect the Real Property or any portion thereof and no such default or breach now exists.

(e) The Property Owner represents and warrants that they have no knowledge of the release of or presence of any hazardous materials on, in, from or onto the Real Property ("Hazardous Materials" meaning any hazardous or toxic substance, petroleum product or wastes that are regulated or subject to cleanup authority under any state, federal or local statute, rule, regulation or ordinance).

(f) If any of the above requirements are breached or are otherwise not met, the City shall be allowed to proceed, in its sole discretion, with filing and prosecution of the Action.

3. The parties hereby acknowledge that they have entered into this Agreement under the premise that the Real Property is necessary for a public use by the City. Subject to all the provisions of this Agreement, the closing of the transaction shall occur on or before June 1, 2016, (the "Closing Date") unless otherwise mutually agreed to by the parties in writing. The Property Owner will vacate and surrender possession of the Real Property to the City on the Closing Date unless otherwise mutually agreed to by the parties in writing. Property Owner shall assume all responsibility for the removal of any tenant from the Real Property prior to the Closing Date unless the parties mutually agree otherwise in writing.

4. The Property Owner warrants and represents that the Real Property is not encumbered with a mortgage or deed of trust in favor of a lending institution, or other indebtedness.

5. In consideration of payment of the Compensation set forth above, the Property Owner shall release the City from any and all other costs, expenses, claims or liabilities arising from, or that may arise from the conveyance of the Real Property to the City.

6. In the event that either party believes that the other has not met or fulfilled any of the requirements of this Agreement, then upon delivery of written notice to the non-complying party, said non-complying party shall have thirty days to cure any alleged non-compliance or breach of this Agreement. If after the expiration of said thirty day period, the party alleged to have breached this Agreement has failed to cure the alleged non-compliance, then either party may take any necessary action to enforce the terms and conditions of this Agreement, including writs of injunction, mandamus, or declaratory relief, and shall be entitled to any other relief provided at law or equity, including specific performance.

7. The individuals signing for the parties below affirm that they have all received the requisite approvals from the parties to this Agreement and have the authority to sign this Agreement.

8. This Agreement shall be binding on the parties mentioned herein and may be recorded upon the Real Property by the City.

9. Upon completion of the mutual obligations set forth herein, the parties forever waive any and all claims for damages or otherwise of any kind or nature known or unknown related to the subject matter of this Agreement.

10. The parties recognize, acknowledge and agree that this Agreement is a mutual compromise of the claims that each party may have had against the other, that each party admits no liability of any sort, and that this amount is a settlement and compromise for the sole purpose of terminating any and all controversies between the parties hereto.

11. Except as set forth otherwise herein and as may be required by applicable law, Each party shall keep the terms and conditions of this Agreement confidential and shall not disclose the same to any other person, firm or entity (other than that party's accountants, attorneys, or insurers) without the other party's express written permission.

12. All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail. Return receipt requested, postage prepaid to:

City: City Manager
City of Alamogordo
1376 E 9th Street
Alamogordo, NM 88310

Property Owner: Antonio P. Alvillar, Jr.
2800 Lawrence Boulevard, SP#517
Alamogordo, NM 88310

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

13. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

14. This Agreement and the parties' rights hereunder shall be governed by and construed in accordance with the laws of the State of New Mexico, without recourse to any principle of Conflicts of Laws and the parties agree that the venue of any suits shall lie exclusively in Otero County, New Mexico.

15. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach. Any party hereto, by notice, and only by notice as provided herein, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

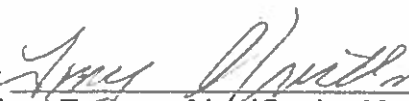
16. This Agreement and its provisions are intended solely for the benefit of the parties hereto. No other person or entity is intended as a third-party beneficiary of any obligation or benefit of any of the parties hereunder. However, this Agreement shall inure to the benefit of and shall be binding upon the parties' respective successors and assigns.

17. Each party hereto acknowledges that such party has read this Agreement and understands its contents, that such party has had the opportunity to have this Agreement reviewed by an attorney of such party's choice, and that such party either has consulted with an attorney or has voluntarily chosen not to consult with an attorney before signing this Agreement.

18. In case anyone or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided that any such revision does not obviate the parties substantial intent in entering into this Agreement.

19. The entire agreement between the parties hereto relating to this Settlement Agreement is contained herein and incorporates all written and oral understandings. Only a written instrument executed by the parties subsequent to the date hereof may amend this Agreement.

Executed this 13th day of May, 2016, for the Property Owner:

By: 
Federal Taxpayer Identification Number _____

Executed this ____ day of _____, 2016, for the City of Alamogordo:

By: _____
Its Mayor

ATTEST:

Nancy Jacobs, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/18/2016

Report No: 17.

Submitted By: Stephen Thies, City Attorney

Subject: Consider and act upon an alleged rolling quorum violation of the Open Meeting Act. *(Stephen Thies, City Attorney)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Take the requested corrective action.

Background: An allegation was made on May 17, 2016, that a series of conversations may have occurred sometime after the May 10th meeting but prior to the May 17th Special meeting that constituted a "rolling quorum." To cure such an allegation, the governing body must summarize the discussion among the members alleged to have participated in the rolling quorum. That summary will be included in the minutes of the May 24th meeting.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/18/2016

Report No: 18.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, an allegation that the City Commission failed to comply with the New Mexico Open Meetings Act. (*Stephen Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: An allegation was made during the May 17, 2016 Special Commission Meeting that the City violated the New Mexico Open Meetings Act by failing to properly notify certain parties of the meeting. If such a violation did occur, the cure is rather simple. The Commission simply needs to re-discuss the specific matter and summarize the comments made regarding the item at the prior meeting, and then retake the vote on the particular item.

The only action item on the May 17th agenda related to a review of the action taken by City Commission at the April 26, 2016 Regular Meeting, specifically relating to Agenda Item 15 - Funding for the Family Fun Center. Below is a summary of the discussion on this item which occurred on May 17th along with the motion. The following can simply be read verbatim followed with a request for a motion reaffirming the vote taken at the time.

Commissioner Turnbull moved to proceed with the original RFP (RFP 2015-006) that states "the City seeks a well qualified development team to participate in the facility's design and project planning, construction, financing, operating and maintaining", and to use an independent scorer.

City Attorney asked for clarification so there would be no misunderstanding as to the direction. City Attorney asked the commission if they wanted the independent design consultant to review and score the management/operate proposals and possibly make a recommendation whether the city should accept or reject a party's lease proposal.

Mayor Boss asked if this issue needed to be decided at this time. City Attorney responded yes. City Attorney Thies continued by saying he would modify the RFP to allow for its distribution as soon as possible. City Attorney wanted clarity as to the direction. City Attorney would be contacting the independent

design consultant tomorrow to explain the scope of work. City Attorney stated the total scope of work is required in order to get a cost proposal from the independent design consultant.

Deputy City Clerk Jacobs asked for clarification and read it back to them:

Commissioner Turnbull moved to proceed with the original RFP (RFP 2015-006) and to use an independent scorer.

Commissioner Baldwin remarked that an independent scorer was to score the responses using the original RFP scoring criteria. He wanted to make sure that was part of Commissioner Turnbull's motion. She said yes.

City Attorney Thies asked if it would be to manage/operate, and Commissioner Turnbull said yes.

Commissioner Martin seconded the motion.

Motion carried with a vote of 6-0-0.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 19.

Submitted By: Nancy Jacobs, City Clerk

Subject: Accept the resignation of Interim City Manager George Straface. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Accept the resignation.

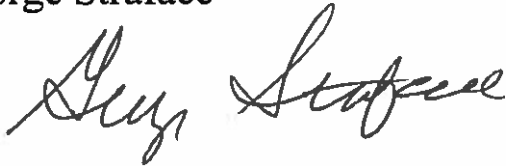
Background: Interim City Manager George Straface tendered his resignation to the City Commission effective May 22, 2016.

Mayor Boss and Commissioners:

May 16, 2016

Please accept this as my resignation as Interim City Manager for the City of Alamogordo effective May 22, 2016. It has been a rewarding experience for me, and hopefully, added value to the City.

George Straface

A handwritten signature in cursive script, reading "George Straface". The signature is written in dark ink and is positioned below the printed name.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/19/2016

Report No: 20.

Submitted By: Nancy Jacobs, City Clerk

Subject: Consider, and act upon, the appointment of an Acting City Manager. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint an Acting City Manager.

Background: This appointment is the result of Interim City Manager Straface's resignation effective May 22, 2016.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/18/2016

Report No: 21.

Submitted By: Brian Cesar, Public Works
Director

Subject: Update the status of the Desalination Plant Project and the Bonito Lake Project. *(Brian Cesar, Public Works Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Public Works Director Brian Cesar will give a report on the status of both the Desalination Plant Project and the Bonito Lake Project.

Bonito Lake and Desalination Projects

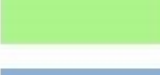
Public Works Department

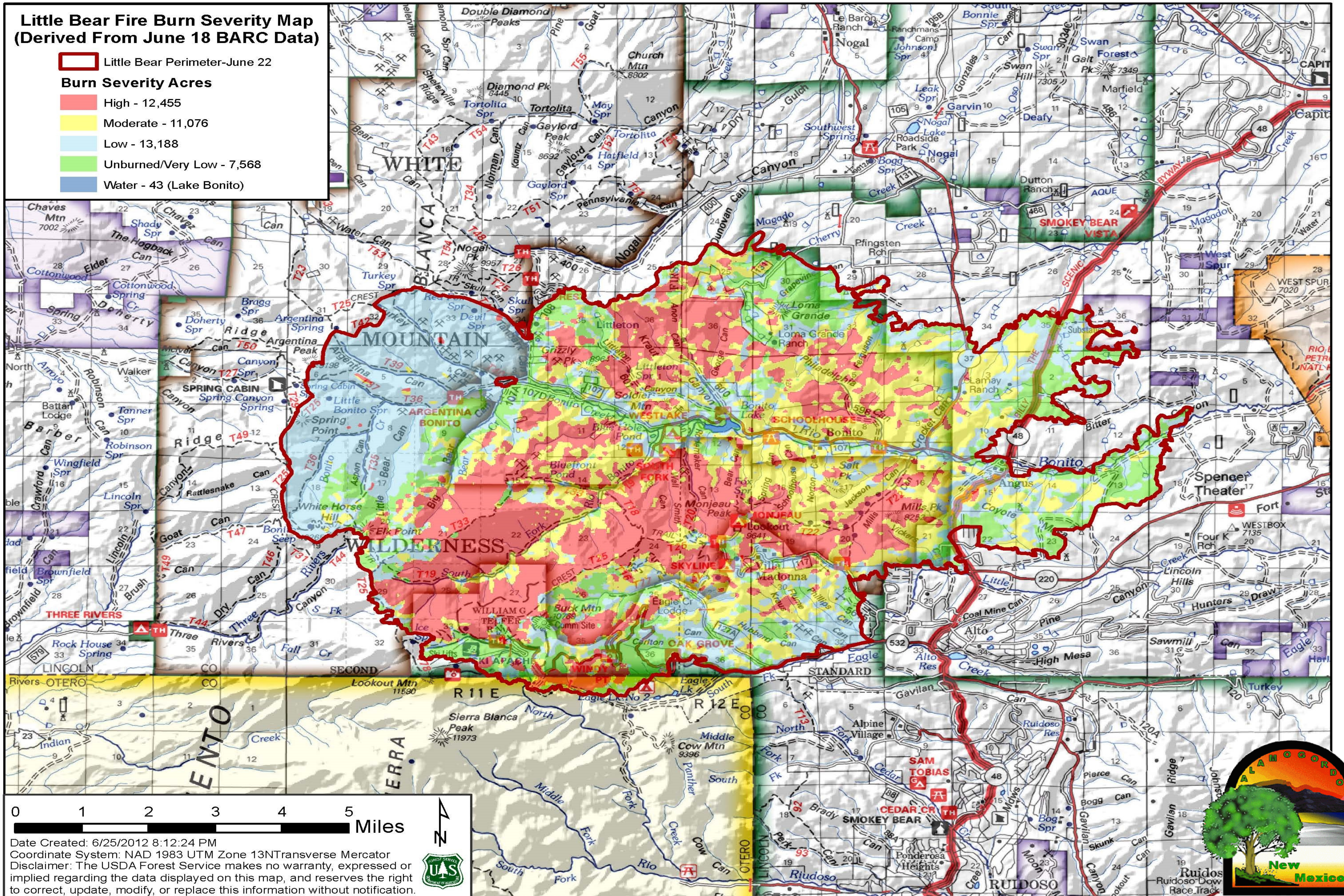


Bonito Lake Little Bear Fire 6/8/12



Little Bear Fire Burn Severity Map (Derived From June 18 BARC Data)

-  Little Bear Perimeter-June 22
- Burn Severity Acres**
-  High - 12,455
-  Moderate - 11,076
-  Low - 13,188
-  Unburned/Very Low - 7,568
-  Water - 43 (Lake Bonito)



Watershed Areas 6/20/12



Flooding 7/5/12



Flooding 7/5/12



Floating Debris/ Intake Tower



Project Milestones

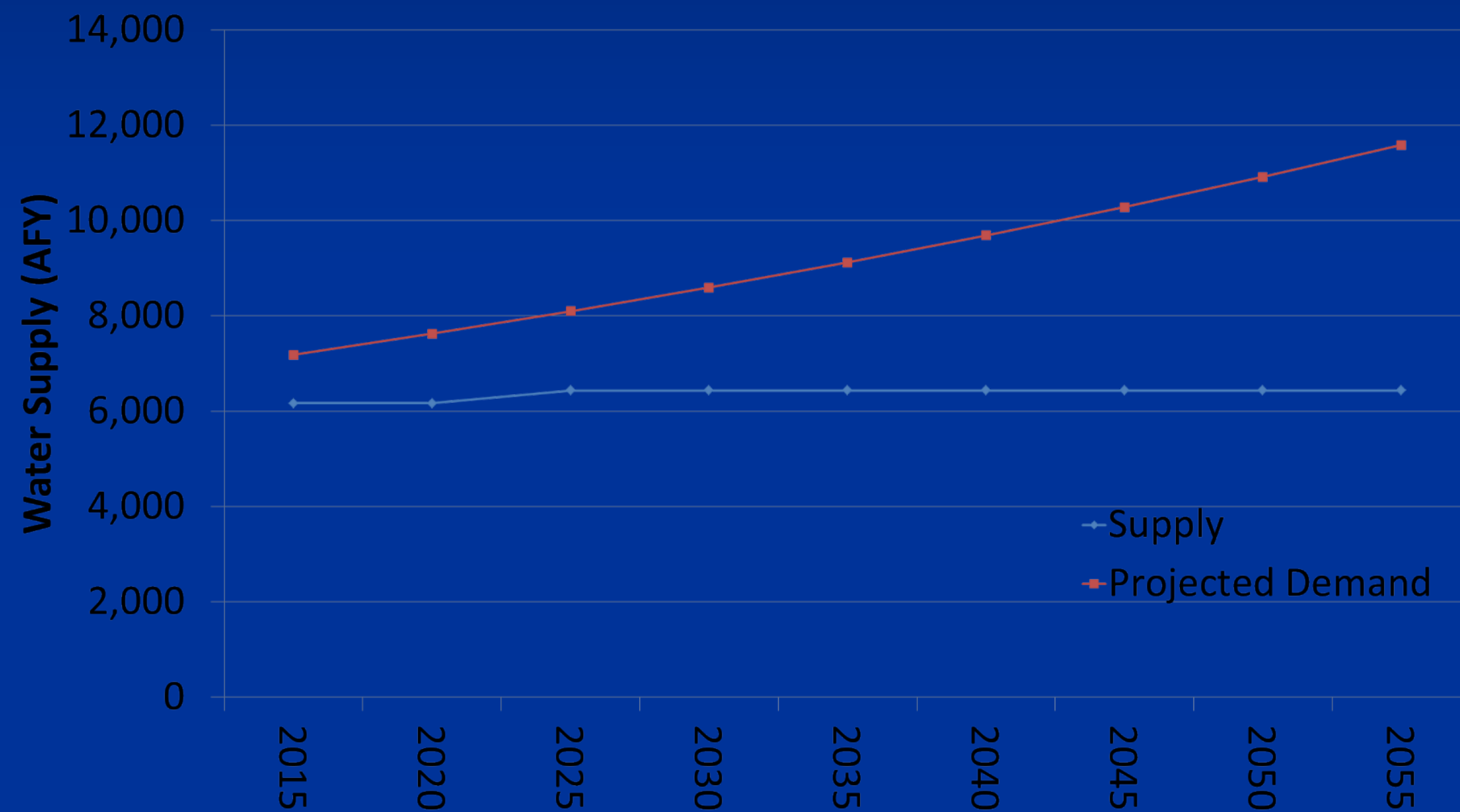
- FEMA Application Submitted: August 2012
- FEMA Funding Approved and Received: October 2014
- RFQ Awarded by Commission: November 2014
- Permitting and Design Notice to Proceed: May 2015
- Cultural & Environmental Survey Completed: December 2015
- Geotechnical Interpretive Report Completed: March 2016
- Design 45% Complete
- 100% Design and Permitting Anticipated: September 2016
- Construction Bid: December 2016
- Estimated Completion: July 2018



Alamogordo Desalination Facility



NEED FOR PROJECT



Source: 40-Year Water Plan Update, Livingston Associates and John Shomaker and Associates 2014

Surface Water Sources:

~~Bonito Lake~~

La Luz- Fresnal

Alamo Canyon

Groundwater Sources:

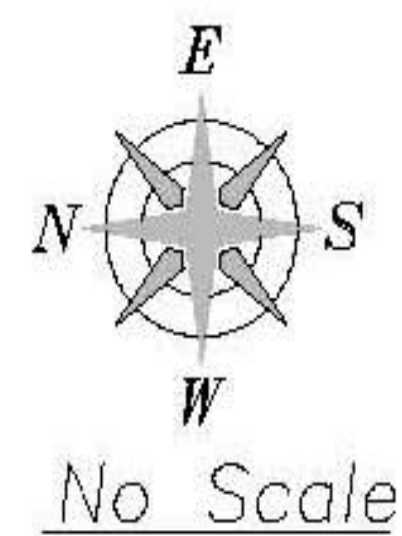
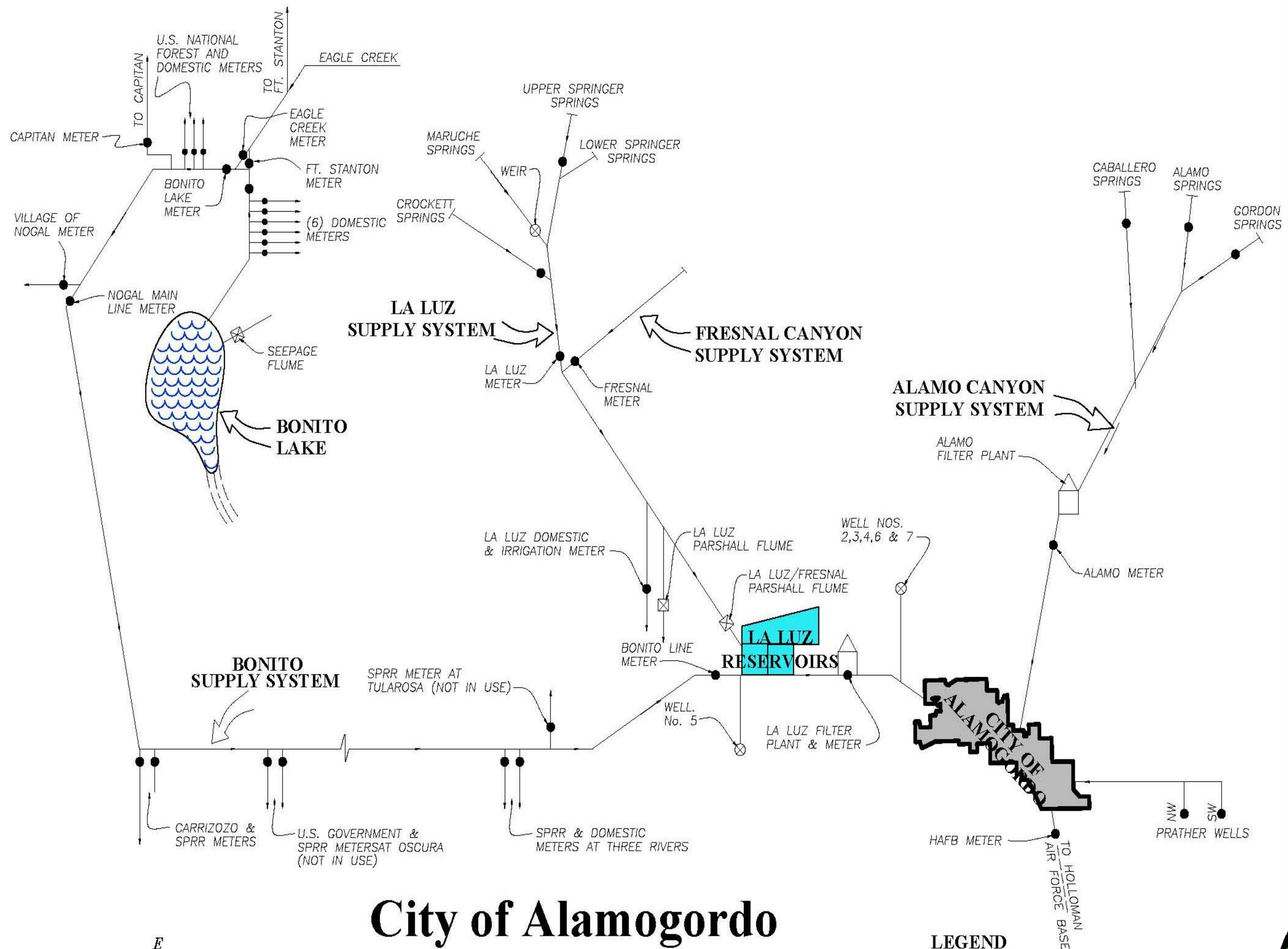
La Luz Wells

Prather Wells

Golf Course

~~Mountain View~~





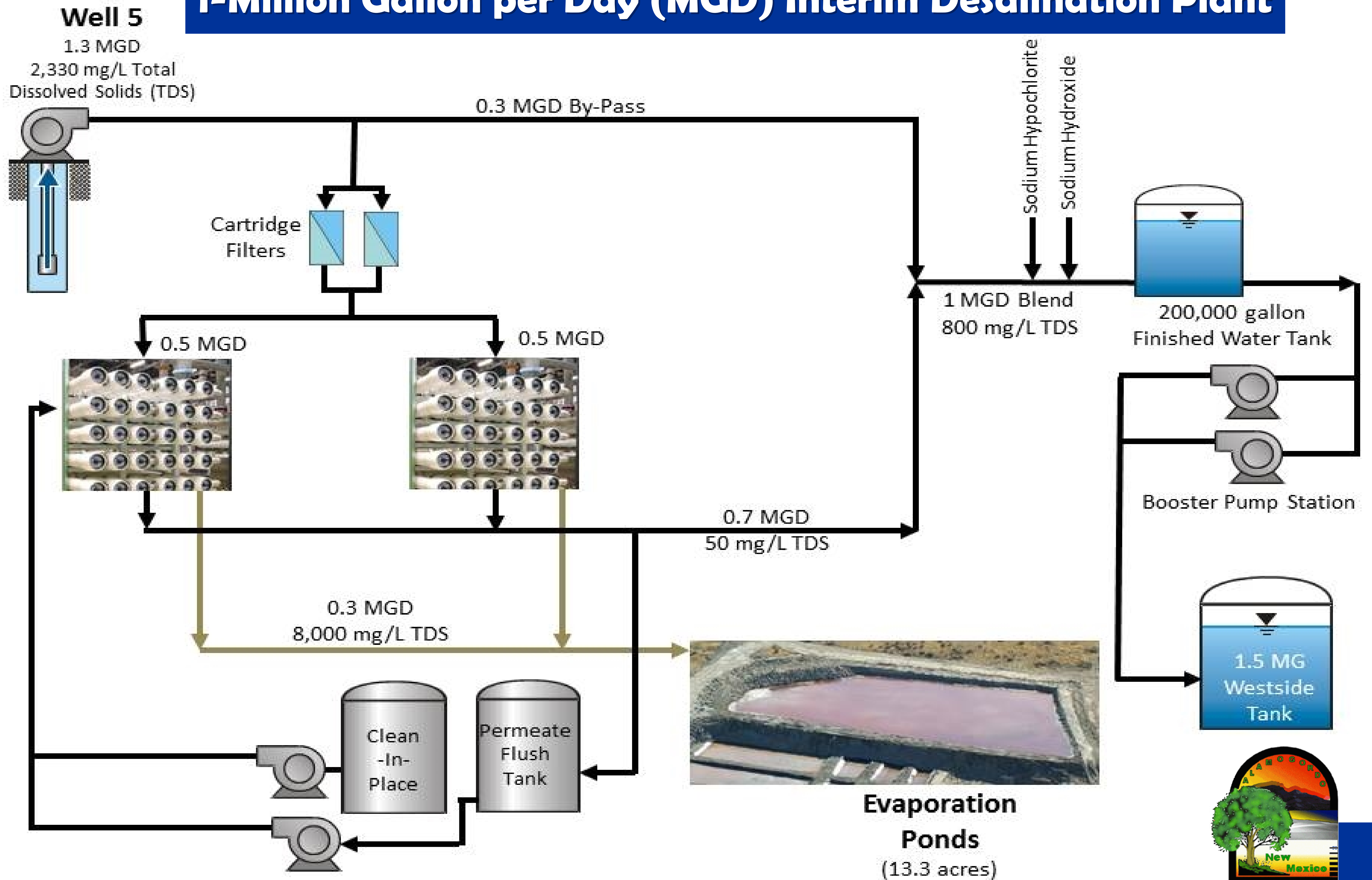
City of Alamogordo Water Collection System

LEGEND

- — Water Line & Meter as Noted
- ⊠ — Water Line & Parshall Flume or Weir as noted
- ⊗ — City Well as Noted
- — Domestic Meter as Noted



City of Alamogordo 1-Million Gallon per Day (MGD) Interim Desalination Plant



ALAMOGORDO REGIONAL WATER SUPPLY PROJECT COMPONENTS

INTERIM

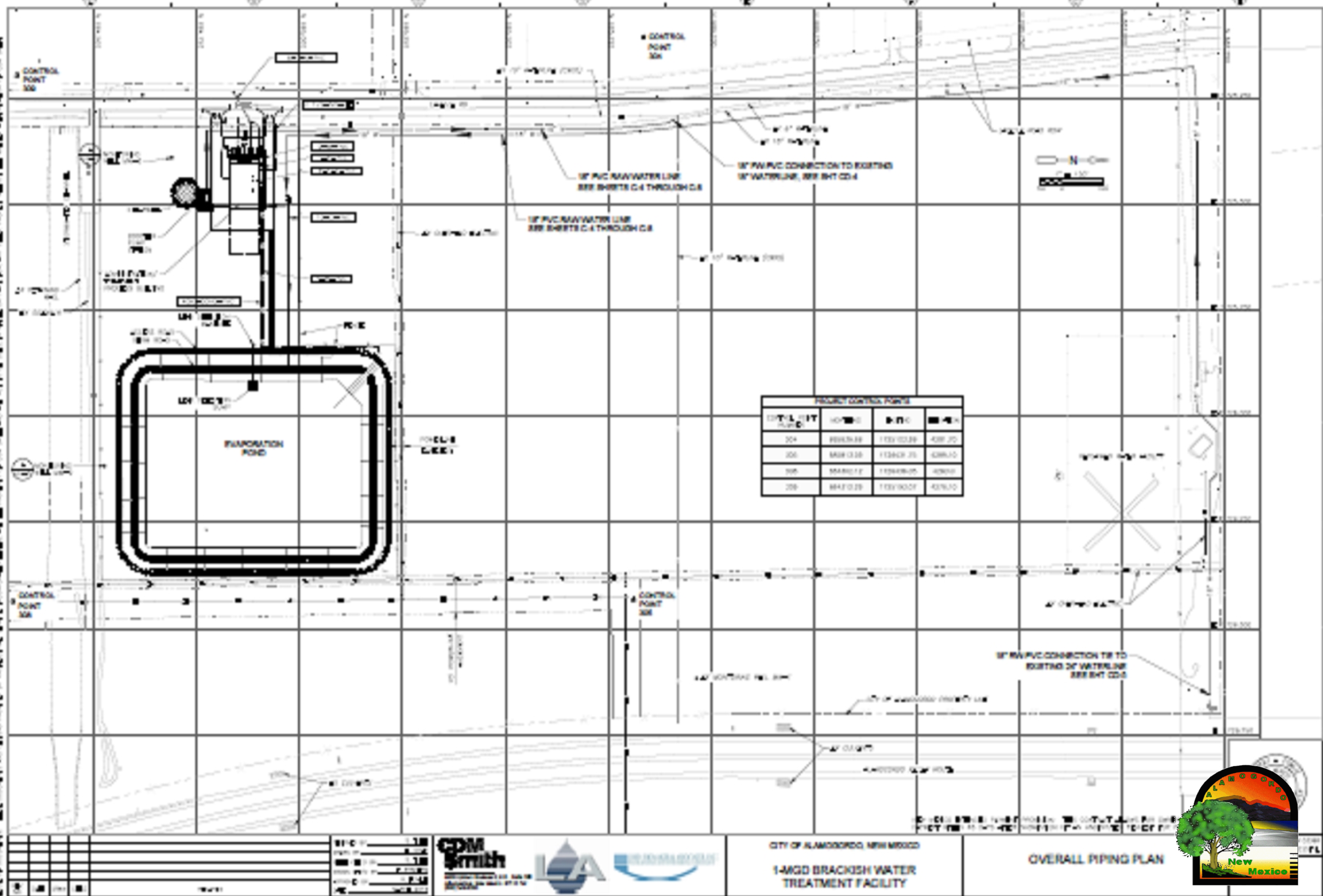
- Well 5 in Snake Tank Well Field
- Existing Bonito Lake and well transmission line from Snake Tank Well Field to LaVelle Road site
- 1 MGD Interim Desalination Plant
- Evaporation Ponds
- Finished water tank
- Booster pumps

ULTIMATE

- Wells 9 and 10 in the Snake Tank Well Field
- 24-inch transmission line from Snake Tank Well Field to La Luz gate Road
- 4 MGD Desalination Plant
- Deep injection well



PROJECT: 1-MGD BRACKISH WATER TREATMENT FACILITY, ALAMOZORCO, NEW MEXICO
 SHEET: 1-1
 DATE: 10/1/2014
 DRAWN BY: J. SMITH
 CHECKED BY: J. SMITH
 PROJECT NO: 14-001



PROJECT CONTROL POINTS			
CONTROL POINT	NO.	ELEV.	COORD.
1	1000.00	11310.00	4200.00
2	1000.00	11310.00	4200.00
3	1000.00	11310.00	4200.00
4	1000.00	11310.00	4200.00

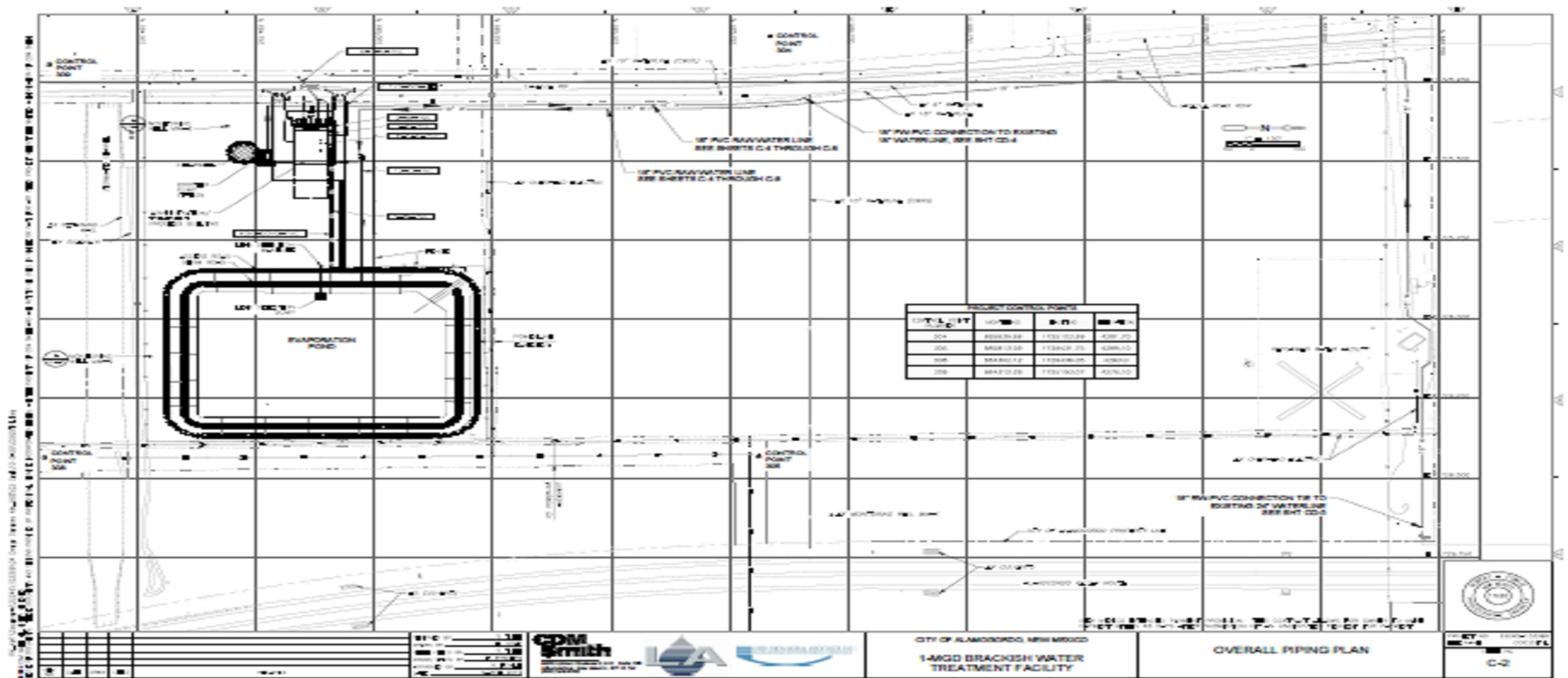


CDM
Smith



CITY OF ALAMOZORCO, NEW MEXICO
 1-MGD BRACKISH WATER
 TREATMENT FACILITY

OVERALL PIPING PLAN



ENVIRONMENTAL PROTECTIONS

EVAPORATION PONDS

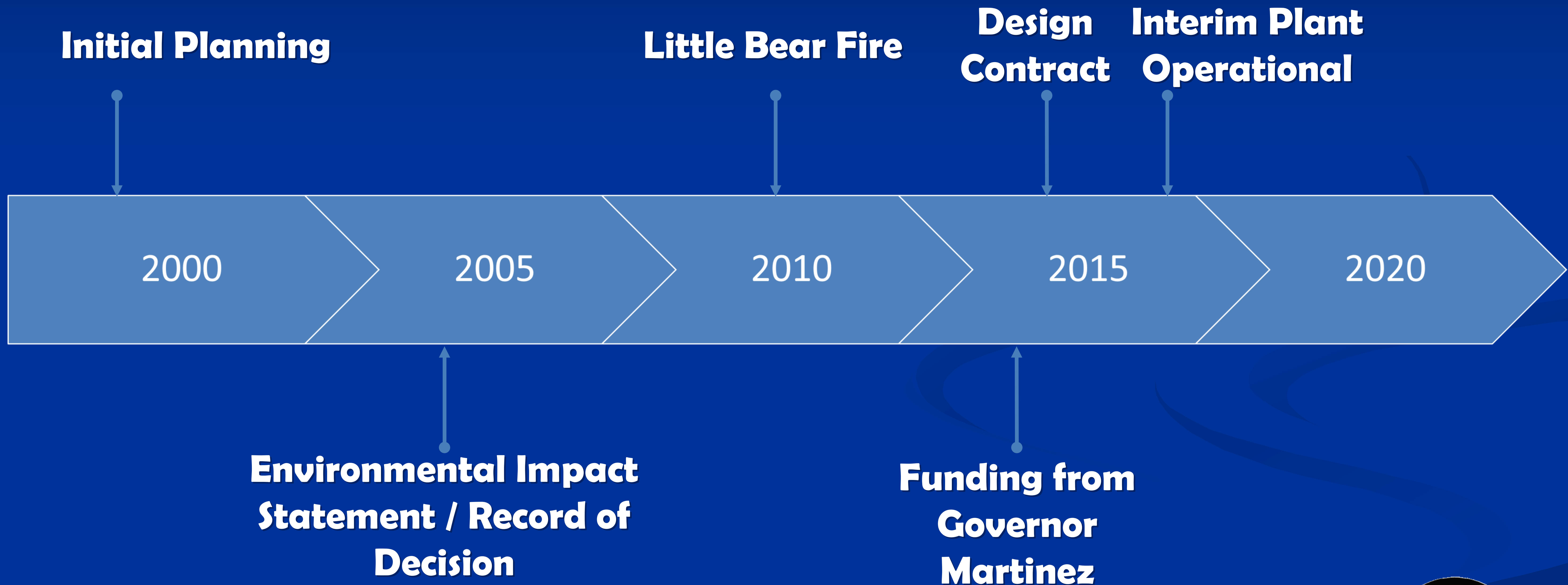
- Designed to accommodate subsurface conditions
- Evaporation ponds are lined with leak detection system
- Monitoring wells for groundwater beneath the site

DESALINATION PLANT

- Landfill gas venting system



PROJECT SCHEDULE



Project Milestones

- Focused Environmental Investigation: July 2014
- Engineering Design Report: November 2014
- 30% Design: September 2014
- Groundwater Discharge Permit Application: September 2014
- 100% Design Snake Tank Well Field: June 2016
- Construction: August 2016
- 100% Design/Desalination Plant: July 2016
- Construction: September 2016



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 05/24/2016

Report Date: 5/18/2016

Report No: 22.

Submitted By: Nancy Jacobs, City Clerk

Subject: Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Threatened or Pending Litigation (W. Irby). **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: