



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

June 14, 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

Maggie Paluch Acting 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. Overview will be given of all that is offered and events that are occurring at the Alamo Senior Center.
(Mr. Jesse Carr, presenter)

PUBLIC COMMENT

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

CITY MANAGER'S REPORT**REMARKS AND INQUIRIES BY THE CITY COMMISSION****CONSENT AGENDA** (Roll Call Vote Required for an Ordinance or Resolution)

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

2. Approve the Minutes for the May 17, 2016 Special Meeting, the May 24, 2016 Regular Meeting and the June 2, 2016 Special City Commission Meetings. *(Nancy Jacobs, City Clerk)*
3. Approve the statement related to the Executive Session held on May 24, 2016 and June 2, 2016. *(Nancy Jacobs, City Clerk)*
4. Consider, and act upon, award of Public Works Bid No. 2016-008 to San Bar Construction Corp., related to the Reflectorized Pavement Markings project, in an amount not to exceed \$160,059.67, including tax. *(Brian Cesar, Public Works Director)*
5. Consider, and act upon, approval of Amendment 2 to the Engineering Professional Services Agreement with Bohannon Huston, Inc. for the Reclaimed Water Line Looping project. *(Nancy Beshaler, Project Manager)*
6. Consider, and act upon, approval of Amendment 3 to the Engineering Professional Services Agreement with Engineers Inc. for the Realignment of Florida Avenue at First Street project. *(Nancy Beshaler, Project Manager)*
7. Consider, and act upon, Change Order No. 1, Public Works Bid No. 2015-005, EN1402, to General Hydronics, Inc. related to Street Maintenance Preparation Program FY 2014, in an amount not to exceed \$39,273.14, excludes NMGR. *(Edward Balderrama, Project Manager)*
8. Approve granting a waiver of the permit fee for a Special Fireworks Display permit for the July 4th Fireworks Display at the New Mexico Museum of Space History. *(Nancy Jacobs, City Clerk)*
9. Consider, and act upon, the Lodger's Tax Expenditures for Tourism & Travel. *(Jan Wafful, Special Events Manager)*
10. Consider, and act upon, final publication of Ordinance No. 1517 amending the dedication of a Municipal Local Option Gross Receipts Tax. *(Stephen Thies, City Attorney)* **(Roll Call Vote required)**

ITEMS REMOVED FROM CONSENT AGENDA**NEW BUSINESS**

11. Consider, and act upon, the first publication of Ordinance No. 1520, 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 \$2,710,000 for refinancing of the Joint Water & Sewer Bonds, Series 2005. *(LeeAnn Nichols, Finance Director)*
12. Consider, and act upon, the first publication of Ordinance No. 1521, 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 \$5,130,000 for refinancing of the NMFA State Shared Gross Receipts Tax Loan, Series 2008. *(LeeAnn Nichols, Finance Director)*

13. Consider, and act upon, the first publication of Ordinance No. 1522, 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 \$2,755,000 for refinancing of the NMFA Municipal Gross Receipts Tax Loan, Series 2008 (*LeeAnn Nichols, Finance Director*)

14. Consider, and act upon, Resolution No. 2016-22 approving a Grant Agreement between the City of Alamogordo and the New Mexico Environment Department for Capital Appropriation Project No. 15-1143-STB-RET in the amount of \$4,000,000 to plan, design, and construct a desalination treatment facility and brackish water supply system for the City of Alamogordo. (*Brian Cesar, Public Works Director*) **(Roll Call Vote required)**

15. Consider and act upon Resolution 2016-23 to authorize the donation of surplus property to Otero County (recycling baler). (*Stephen Thies, City Attorney*) **(Roll Call Vote required)**

16. Consider, and act upon, first publication of Ordinance No. 1518 amending section 5-01-035 of the City Code concerning alcoholic beverage dispenser's licenses. (*Stephen Thies, City Attorney*)

17. Consider, and act upon, the first publication of Ordinance No. 1519 amending certain sections of the Uniform Traffic Ordinance (UTO) regarding Off-Highway vehicles. (*Stephen Thies, City Attorney*)

18. Consider, and act upon, a request on an offer from Tommie Herrell to purchase a 3.76 acre tract from the City located at 2101 Puerto Rico Avenue. (*Stephen Thies, City Attorney*)

19. Consider, and act upon, the drafting of an ordinance for establishing a White Stands Blvd. Beautification Advisory Committee. (*Pamela Lee, Planning & Zoning Commission Chairperson*)

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

PUBLIC COMMENT (Continued if needed)...

EXECUTIVE SESSION (Roll Call Vote Required)

21. Recess into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss: limited personnel issues (City Manager applications), limited personnel issues (George Straface bonus), threatened or pending litigation (Wendy Irby vs. City of Alamogordo), and purchase, acquisition or disposal of real property (lease of property at 401 Fairgrounds Road).

RECONVENE INTO OPEN SESSION

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/2/2016

Report No: 1.

Submitted By: Nancy Jacobs, City Clerk

Subject: Overview will be given of all that is offered and events that are occurring at the Alamo Senior Center. *(Mr. Jesse Carr, presenter)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Mr. Jesse Carr will give a presentation related to the Alamo Senior Center and offer an invitation to the Commissioners to come to the Center.



RECEIVED
MAY 25 2016
CITY CLERK

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 25 May 16

Date of Meeting: 19 June 16

Name: Jesse Carr

Address: 101 Delaware

ZIP 88310

Phone Number: (575) 415-2000

E-Mail Address: jpreetkorn@gmail.com

Item requested will be for: (Please check one)

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

Brief description of topic to be discussed:

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

We do not allow handouts at the meeting

ASC

Signature: _____

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/2/2016

Report No: 2.

Submitted By: Nancy Jacobs, City Clerk

Subject: Approve the Minutes for the May 17, 2016 Special Meeting, the May 24, 2016 Regular Meeting and the June 2, 2016 Special 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
CITY COMMISSION SPECIAL MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
MAY 17, 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 / 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. Commissioner Sikes was absent. Pledge of Allegiance was led by Commissioner Payne.

PUBLIC COMMENT

Rich Merrick commented on the following:

Mr. Merrick said he felt everyone understood what Commissioner Baldwin asked for in his motion at the last meeting. He said there had been a break in trust by changing the RFP, and he said the Commission had been ignored.

Melody Rayhart commented on the following:

Ms. Rayhart asked Dr. Straface how he would have felt if as a superintendent, his teachers or students went behind his decision. He said he wanted to make a statement later in the meeting.

Rick Wilson commented on the following:

Mr. Wilson felt the way the RFP was changed put the Family Fun Center project back to square one. The new RFP requirements put his company out of the running to bid. He said he had been lied to by City Staff from the very beginning.

Beth Crabbe commented on the following:

She read the City of Alamogordo Mission Statement and then remarked that actions of the Interim City Manager and the City Attorney did not reflect this Mission Statement. She wanted the Family Fun Project done correctly.

NEW BUSINESS

1. Consider, and act upon, directing City Staff to follow the action taken by the City Commission at the April 26, 2016 Regular Meeting regarding Agenda Item 15 – funding for the Family Fun Center. (*Richard Boss, Mayor*)

Mayor Boss said that at the April 26th Commission meeting they spent a great deal of time on the Family Fun Center (FFC) and after a lengthy discussion with Commission, City Management and the Citizens a decision by the Commission was made on how to move forward. He stated the direction made by the Commission to Management was clear and this was the record of their direction - Commissioner Baldwin moved to go back to the two qualified bidders, go to the original RFP, and do this in 30 days. He said Commissioner Turnbull seconded the motion and the motion carried with a vote of 5-2-0, with Mayor Pro-Tem Hernandez and Commissioner Sikes voting nay. He didn't believe there was room for misinterpretation for the action. He said he called a Special Meeting of the Commission to find out why Management appeared to go in a different direction than the Commission's direction. He

asked for comments from the Commission and asked Interim City Manager Straface to explain the direction he took on this issue.

Commissioner Baldwin said it was his motion, and he believed this issue was a very delicate matter. He said he did the research and when he made the motion, it was his/their fault for not being a little more specific in some particular things. He said if they were going back to the original request knowing that they did discuss an independent person to judge the RFP's, then they didn't do their duty either because they knew it would change a little. He stated the argument that it wasn't going to change at all was not an argument they could have because it needed to change in some form. He took some responsibility in that the original motion should have been more specific. He said he wanted to see the Commission do something proactive with this Special Meeting and he hoped to show the public a commitment to things done openly and quickly.

Mayor Boss said he was confused in changing the RFP; it was his understanding they could not make substantial changes to the RFP or it would be a new RFP and not be in accordance with the procurement act. He said they made more than minor changes and this was a completely different document. He stated this was not what he voted for.

Commissioner Baldwin said he had made a comment when he made the motion that his motion was very clear, but he also didn't want people to come to the conclusion that the RFP was not going to be changed at all; there is no way it could have gone back without some changes. He said it was in the minutes that they would have someone independent come in. He said that exact RFP going out was foolish to think it was not going to change.

Commissioner Payne said her issue was that was not the significant changes, and that was not the problem with the RFP. Commissioner Baldwin agreed with her statement. She said her concern was there were significant changes to the RFP that gave the appearance of trying to eliminate one of the bidders. She said she put herself in the public's place, perception was everything and this situation did not look good to her. She was extremely disappointed because she felt they needed to be fair. She said this was not what she voted for.

Commissioner Baldwin said he did not disagree with what Commissioner Payne said.

Commissioner Martin said she was disappointed to have heard about this from a member of the public and felt there was a breakdown in communication. She said when the scoring was changed, it changed the qualifications and they had already qualified them.

Mayor Pro-Tem Hernandez said he would reserve his comment after public comment.

Commissioner Turnbull echoed Commissioner Martin concerning the new RFP, because for her it changed the scoring and this was not what she intended when she seconded the motion.

Interim City Manager Straface addressed the Commission. He said he really believed they should be operating with an assumption of positive intent. He didn't believe any of them, including himself, members of the audience, the critics, the staff, or the Commission got out of bed in the morning with the intention of messing up the City. He said they say that they wanted to do the very best they could for the City; they may not always agree on approaches and have made mistakes, but they want what is best. He stated they all wanted the Family Fun Center to be built. He said it was accurate, on the meeting of April 26th, the Commission passed a resolution stating "go back to the two qualified bidders, go back to the original RFP, and do this in 30 days." He wanted them to reflect back to their discussion prior to the motion. Prior to the motion he stated several times that their intent was to move to a design/bid concept, and never did he mention management or operations of the Fun Center. He said when the motion was made he should have clarified the motion and asked Commissioner Baldwin the intent of the motion. He stated he assumed they were on the same page, he was wrong, and apologized; he would never be intentionally insubordinate to the direction of the Commission. He said

this last week he had several conversations with some commissioners, City Attorney Thies, and the Mayor about what could they do to rectify the situation and they prepared an addendum to the RFP that they would bring before the Commission tonight. He said it would modify the RFP that was sent to the two contractors two weeks ago, it would eliminate the language that appeared to some to be unfair and would focus on design/build and not on operations and management, as they would be a separate RFP set at a later date which was his original intent. He stated they would adjust the available points to ensure fairness, that both contractors would have a shot at the bid, and it would identify a third party to score the two proposals. He pointed out the packet the commission had in front of them described that party. He added it would adjust the timeline by one week and all of these things could be adjusted according to the Commission. He apologized for his error and accepted the responsibility; he stated it was not intentional. He said in reference to the question he was asked by Ms. Rayhart, he would have felt like she had. He said he would wait for the direction of the Commission and his intent was to follow their direction. He asked City Attorney Thies to explain the Addendum.

City Attorney Thies stated he would be more than willing to answer any questions regarding the change to the RP and the reasons for it.

Commissioner Martin asked if they could have some time to look over the handout (see agenda for handout). City Attorney Thies said he would walk them through the handout. Commissioner Martin said given everything that had happened she wanted to read it herself. Mayor Boss said it took him some time to digest it and told City Attorney Thies they would need more time to read it.

City Attorney Thies said he understood that and wanted to touch on the Addendum with them. He said as Interim City Manager Straface indicated this was issued as an Addendum to the two designed contractors that were prequalified. He said it would go out as early as tomorrow. If the Commission wanted some time to read though it and submit some comments to it, they could wait a couple of days but it would not change the timetable that was proposed in the Addendum. The timetable, he added would have the award coming back to the Commission on June 28th. He said there was some discussion about an independent party to evaluate the proposals and what this Addendum would do. He showed them a brochure from Dynamic Designs and explained they were an architectural firm located in Michigan (see agenda for brochure). He said what they would be doing with the Addendum was the scoring mechanism would stay the same - there would be 400 points for four different criteria, 100 points for each criteria and 600 points for the price. He said 600 points for the price if there is no management/operate would be consistent with our design/build ordinance. It said there was supposed to be upwards to 60 percent of the available points should be designated a price. He said that was not structured that way in the RFP because of the operate/management component of the RFP. He mentioned what they could do was have the two design contractors submit their original proposals and what they would be doing was submitting the response they submitted to the RFQ, that was the first step of the design build process. He said they would also be providing the individual with the material they submitted in step two of the RFP and they could submit any additional information they felt was appropriate for this individual to review. He said in the Addendum they would have until June 14th to submit both proposals. Since they would be submitting part in electronic version they would immediately forward those to the individual to start the review process; the individual's name was Howard Ellman. Mr. Ellman would then come down a week later on June 22nd and allow the design contractors and anyone else they wanted, to sit down with him for two hours and interview the two parties separately. After the interviews, Mr. Ellman would leave and finish the scoring of the proposals, and have the scoring results to the City the following Friday, the 24th. He said it would be in time for them to make the award on the following Tuesday night at the regular scheduled Commission meeting on June 28th. He stated that as for the criteria Mr. Ellman would be looking at, the cost would be scored administratively and there was 600 points allocated to that, the lowest price would get the full 600 points and divide the highest price into the lowest price, come up with the percentage, that percentage would be applied, multiplied to against 600 points and that's the number of points the other design contractor would receive for the price. He said what they did not have but did have in the amended RFP, was a change in the maximum price grantee. Because of the direction of the Commission, in order for this matter to come back before them as soon as practical that had to be changed. He asked

them to recall some of his prior comments indicated that the design/build process was a process where once they selected the design builder, they would start a process of negotiations until they reached an agreement on the price. His interpretation of Commission direction was they no longer wanted to engage in that process and that was one of the reasons for the modification to the RFP. He said when they submit the price, they are going to honor that price; the amended RFP was very clear that the price would be taken at face value. He said there were some additional attachments to the amended RFP due to the fact there were some questions about if certain equipment was included in their proposal. He stated now each of those individuals must identify the equipment that was going to be in their proposal and any equipment they will not include in their price proposal. He said the same with furnishings; they must identify the furnishings they were including in their price proposal and the furnishings they were not including in the price proposal. He said what that gives them, the staff and Mr. Ellman, was the ability to look and equalize that out. For example, if both of them submit a proposal for \$5.9 million where one indicated they were needing equipment for \$300,000 - why should they give them equal amount of points. He said you pull out the \$300,000 from the other proposal, if you identify a price for that equipment as being \$300,000, and then compare. So what they were trying to do was compare prices to prices, apples to apples prospectively - put every one on the same playing field. He said they would be scored administratively and the other four criteria, each of which were given 100 points, to include the overall experience, qualifications and performance, and previous projects. He said the wording goes back to the original RFP. City Attorney Thies said he understood the objection to the amended RFP and the reason for that was they were looking at a concrete price when they submit their proposal. Prior experience of these individuals building commercial structures and hopefully building bowling centers was very important. The more experience they had in commercial construction and bowling centers, the more likely the price they gave them was a good price. He said there was a change in the criteria for their experience in commercial construction, and bowling center experience was given more points. He said it still was about 200 points, 20 percent of the total 1,000. The initial criteria in the Addendum for the overall experience qualifications and performance would go back to the original language. They were relying now on an individual with significant experience in building Family Fun Centers to make that determination of how experienced and capable these contractors were to build the facility for \$5.9 million. He said Mr. Ellman would assign upwards to 100 points to each of these individuals. Mr. Thies asked for some criteria or guidelines for Mr. Ellman - break down into 20 point increments and he would use those guidelines set forth in the Addendum for deciding how much score or how many points to give each of these individuals under that criteria. He said the next criteria was the conceptual submittal - if these individuals decide to submit the exact same documentation they submitted for the prior RFP, that was permissible. If they wanted to supplement it, that was permissible; what ever they submit will be given to this individual and anything else they want him to consider. He said the language was extremely broad in this Addendum. If Mr. Ellman thought it necessary to get additional information from either of these individuals he would have the ability to go through their purchasing office and ask the purchasing officer to contact those individuals so they could provide the information. He said to make it fair, if we receive inquiries they would be relayed to the other parties so they know what was being done. So for the conceptual submittal, it's up to them if they want to submit the exact same documentation or if they want to amend it, and the design consultant would have the ability to contact them and ask for additional information so he could better understand what they were proposing.

City Attorney Thies said quality was where this independent individual plays an important role. Mr. Ellman will interview them to see which of these individuals was providing them with the best quality product. The objective was to get something built of quality they could be proud of and will last for a very long time. He said the criteria for the scoring of this were broken down into increments of 20 points and it talks about the expected quality and acceptable level of quality. He advised the Commission to read through it and get a hold of him as soon as possible if they had any comments.

City Attorney Thies said the last area worth 100 points was the management plan for constructing the project. He said this was another important area in which they were going to rely on this individual to make a determination and recommendation on whether these individuals are able to build the project or if the management was going to be chaotic. That was based on their submittals and that had been

modified from the prior one. He said the design consultant would have two hours to interview them about how they would handle and manage this project. He stated the ultimate objective was to have a quality product when the deed was turned over to us. That covered the highlights of the Addendum and he asked that they review and make comments to it. The schedule set up in the amended RFP would not change; they would report back to the Commission of who the highest scorer was on June 28th and make the recommendation for them to award the contract to that individual. If it was awarded that night, they would contact that individual and tell them they need their payment, performance bonds, and insurance information. Once they provided that and executed the contract, they would give notice to proceed and hopefully they could have a design work started within a week from June 28th.

Mayor Boss told City Attorney Thies he suspected this was spinning in a lot of their heads. He thought that was the third or fourth evaluation process counting the original RFP evaluation; the first was to involve the Commissioners and he and other Commissioners refused to do that. He said he was the one that suggested hiring a qualified architect that had designed Family Fun Centers. He mentioned there was no way to digest this tonight, because there had been too much data thrown at them. He stated he could not make a decision tonight.

City Attorney Thies said it was going to push those individuals because the deadline to submit was June 14th and final questions would be May 31st. Conceivably he could come back with this item on the agenda for next Tuesday night and if it met with their approval, direction would be to send it out the door the following day. He said that was not the schedule he preferred; he wanted these individuals to have the Addendum as soon as possible so they could start working on it and get any questions to the purchasing department, and allow us to develop answers to the questions in order to keep the project moving forward.

Mayor Boss said if they make the changes to the RFP, even amend it by including the new evaluation process, there was still one bidder that stated if the management operation portion of the RFP was pulled they would not bid on it. If that happened they would have only one bidder have to start all over.

City Attorney Thies answered, that was a decision they would make on June 28th. If one of the individuals opted not to submit a proposal in response to the amended RFP or the amended RDP with the Addendum, they would have to report that to the Commission on June 28th. Assuming the other individual submitted a proposal, that would be the Commission's decision if they wanted to proceed. He commented about the management/operate component. If that was included there was no way that we could make a recommendation on June 28th. He said both of the individuals made significant changes, counter proposals to the original lease agreement that was included with the original RFP, and that would require us to sit down to begin a process of negotiating with the individuals. He said he did not know how long the negotiating would last and given the extent of those changes, it could be lengthy. He said they would then have to make a decision if they would be awarding the design/build part of the contract and get this project moving forward, and continue to negotiate with the selected individual in an attempt to reach an agreement with him. The RFP was structured so they could say they were going another direction on maintain/operate. He said if we do what he understood was the intent of the Commission, we would go out for a separate RFP for management/operate. Their plan was to put that out as soon as they have someone under contract for the design/build process to get someone selected as early on in the construction process, so that they could go out there and make their own observations. He said they can't change it unless the City executed a change order; they can't change what is being built by the selected contractor but they could be out there to observe, make comments and bring the comments back to them.

Mayor Boss asked City Attorney Thies if he mentioned negotiating with the bidders. City Attorney Thies answered on the operate/maintain part of it. Mayor Boss asked if he was saying send the original RFP back out and then negotiate with the bidder.

City Attorney Thies said there were these issues with sending out the original RFP as it was sent out originally; only one of these parties was scored and the other party was rejected as being non-

responsive. He said normally the scoring process was confidential and distributed to five individuals in the City who were involved with construction projects. They would score and turn the scoring back to the purchasing officer and she would tally those scores. Then everyone would know what the scores were. He said they would know what the other contractor's score was and couldn't claim that it was biased. They could easily structure their scoring so they knew what contractor would get the award and that was one of the reasons the scoring criteria was changed. City Attorney Thies said one of the reasons they wanted the Commission to do it was because the staff, given what was going on, didn't want to touch this process. He understood that was the staff's job, but they had seen the criticism that Dr. Straface and he had been subject to and they didn't want to get in the crosshairs.

Commissioner Payne asked if the original RFP design/build/manage was right. Commissioner Baldwin said operate. She said the original RFP design/build/operate was \$6 million. City Attorney Thies said \$5.9 million, and then told her the actual RP was design/build/manage/operate/finance. She said she was asking because she had listened to the audio and she remembered there was a part where Mr. Oliver talked about the committee who had done the research and they figured out the only way they could have done this was to do a design/build/operate. She asked if anyone else remembered that. Commissioner Martin said she did. Commissioner Payne was trying to figure out another way they could do that for under \$6 million.

City Attorney Thies said the price in the amended RFP said \$5.9 million. He stated the original lease agreement included with the first RFP essentially said that if you wanted to operate and manage this facility, don't look to the City for any source for revenue; you had to make it on your own. He said neither of the responses found that acceptable and they countered with varying degrees of responses. He said that was how it was going to work for \$5.9 million because if there was a loss at the facility in year one, two, or three, they were going to have to absorb that. They would not be able to come back against the City and ask for additional money. He said in addition there were provisions in the original lease agreement that allowed the City the opportunity to look over their shoulder and make sure they were maintaining the facility. He said in a worse case scenario they would have the facility back in 24 to 36 months. The City did not want to inherit a facility that had been inadequately maintained, and would have to invest a fair amount of money just to get it back to the standard that they wanted. He stated that was not accepted by either one of the parties. He said there were provisions that would allow the City to review their price structure and neither of the parties was receptive to that. He said the City monitors the Golf Course every year and comes before the Commission to request approval for increases in fees; if they didn't have that ability he was sure they would hear about it if those costs were to get out of control.

Commissioner Payne asked City Attorney Thies if he was saying they didn't want it in the original. He answered it was a rather lengthy lease and stated if anyone on the Commission wanted a copy of the lease to stop by his office and he would give them a copy. He stated the original lease agreement that he drafted was included with the RFP. Normally, when we include a contract with the RFP or RFQ, you tell the individuals that if they object to any provisions in this contract, in this case a lease agreement, they should notify the City of their objection of proposal alternative language. He said the lease was structured and drafted to protect the interests of the City, and both of the design builders rejected the lease in its entirety. He said that is any commissioners disagreed, to come by his office and he would give them a copy so they could read it and make their own determination whether they were structuring in their interest or not.

Mayor Boss asked if they are making all of those changes to the original, he couldn't understand that this was not a change that would have to go back through the procurement process. It seemed to him they would need to send everything back exactly like it was sent out.

City Attorney Thies asked if they recalled when they had their lengthy discussion at the prior meeting when the motion was taken. There was discussion about the original design/build process being a stage process. In stage one there had been four parties submit responses to request of statement of interest and responses to request for qualifications. One of the parties was untimely and they were sent

back. Phase two was the original RFP and after receiving the original RFP one of the three parties, Brunswick, contacted the City to say they were withdrawing from any further consideration. That left the two design builders. We accepted their proposals - one was scored and one was rejected as being nonresponsive. He said when the action was brought to the Commission in December, the Commission voted to reject all proposals. That put them back at prior to submitting the Phase Two RFP and it gave them flexibility to go back to the two design contractors and have them submit modified or new proposals. He said we would not have to back out and request statements of interest or request qualifications from other parties because we took a step back after Phase One and prior to Phase Two; that is where we are. It gave them the flexibility to go back to those individuals and say let's try it again with the new RFP.

Mayor Boss asked City Attorney Thies if he felt confident there wouldn't be any litigation against the City as a result of doing that. He answered he couldn't guarantee there would not be litigation. What he sought to do was minimize the litigation, and the worst type of litigation was the litigation that could stop the project its tracks. City Attorney Thies felt very comfortable that the process was not going to allow either of the two individuals or someone from the outside to stop the process its tracks.

Josh Rardin made the following comments:

Mr. Rardin was surprised they were talking about the FFC again. Mr. Sanchez had blown it up and stated he spoke to other men in the audience on how the RFP changed significantly after the last meeting. He didn't understand why City staff couldn't go back to Dennis and Rick so they could give them their proposals again and do it in 30 days. He said when he and the committee got together, they decided to do the design/build/operate/maintain version of that so the management people could have some say in the design of the facility. Thus they could have it built and be run as efficiently as possible. He asked City Attorney Thies if the Mesa Verde land donation reverted back to the owners at the end of this year.

City Attorney Thies said the agreement they had with the donators of the property was the City was to start construction by the end of the year. He stated the schedule the Commission had been given, assuming they get good schedules from both of the parties, would have construction starting at that site long before the end of this particular calendar year. They were probably looking at starting construction and moving dirt shortly after they award the contract. He said if they move dirt, they have started the project and complied with the donation agreement.

Mr. Rardin said the reason he asked was it appeared to him as a citizen that they were trying to hold the project up till they get to that point so they could kill it. He said the reason Brunswick dropped out of the RFP originally was because of the language in the RFP; they were scared to bid because it was too complicated. He said Brunswick was scored and did a presentation prior to bowing out. He suggested they should do the presentations before the Commission so they could see the quality even if they have a third party to score it. He said it was important and they need to get this right.

Barbara Coble made the following comments:

Ms. Coble stated her husband and she own, run and operate Coble Constructors, a local company that has operated in Otero County for almost 30 years. She said in those years, unfortunately, they have watched what they believed was Alamogordo's economy dwindling verses growing. They have worked for both of the qualified contractors and these are local home grown companies who have exemplary records for the work they have done, not only here in Alamogordo, but across this state. She said there was no reason to look elsewhere, because they were qualified and could meet their RFP requirements and most importantly could build it for under the \$6 million bond cap. She stated not only were they qualified, but they were local. She asked that the money stay home and local, and that they should be given preference especially on a local tax payer funded project. Local contractors have local employees and use local subcontractors and local suppliers; that meant the majority of the \$5.9 million would be spent locally. She asked what the Commissioners were thinking to discount this local element. Who were they benefiting by this two year delay and desire to ship this money elsewhere. The citizens, your bosses, spoke with their vote and you did not discount their vote when they elected you so why were

you discounting their vote on this project? She asked why the RFP was changed when the Commission overwhelmingly directed the city manager to send the original RFP back out to qualified contractors, give them time to tweak it and make a choice to get this project going for the City. She said in their experience as contractors, when they gave a proposal for a project they were guaranteeing with their performance in payment bond that they would complete the project for that contract price. In the 30 years they had been in business, they had never initiated a change order to increase or decrease their proposal cost from the original bid; that only happened when the owner requested something be added, deleted or changed. She said the commission and city manager told the contractors what they wanted and how much they had to spend. If they could not build it for that, they would not risk their reputation or their bonding capability for one project. She said her point was to encourage them to think of their citizens and give them something to do so they would stop spending their money in Las Cruces or El Paso and spend it here. She asked them to remember the old movie Field of Dreams - if you build it they will come. Let's make Alamogordo a destination, not a drive by.

Commissioner Baldwin said in reference to whether they could accept the addendums to the proposal, he saw the conversation they had with the public and themselves was several items in the RFP went out that were unacceptable. He said it was their job right now to discuss what those items were, make a list and say what they wanted and didn't want. He stated it was ridiculous to think the RFP was not going to change and that had been proven in the last hour of conversation. He said it had to change somehow, it couldn't just go back out. He stated they were all under the impression they were going to have somebody independent grade this, which meant the RFP was going to change. What they had in front of them was a list of things put together that could potentially go in it or not go in it, and he had no problem hashing it out tonight so it was all out on the table. He asked what was in the RFP that they did not want and whatever the situation put in there, they had a duty to make sure that was taken out and the right stuff was in. He said they needed to be very specific in order to not tailor this RFP to one contractor or the other. One of the complaints was they changed the RFP to exclude a vendor and he wanted them to be very cautious they don't do this; it would not be beneficial for one or the other. He said they need to make sure it was fair for both White Sands Construction and Rick and his company. Mayor Boss asked Commissioner Baldwin if he thought they could do this tonight since they didn't have a copy of the RFP. Commissioner Baldwin answered he had a copy of the RFP.

Commissioner Baldwin stated that was his exact point but they needed to discuss it and do it right then. She asked why they couldn't put it back to the original RFP and add the items he talked about. Commissioner Baldwin asked if they needed time to review the items. Last time they thought they had a pretty clear course of action, but was there something in the addendum like Mayor Boss's concern that might not fit properly or exclude one contractor or another. Mayor Boss told Commissioner Baldwin he was not comfortable with making the decision tonight and making the changes.

Mayor Pro-Tem Hernandez asked if they could set up a time frame for the next meeting or the one after. Commissioner Baldwin said it was up to the Commission, he was ready to move forward right then because it was a touchy subject. Commissioner Baldwin said they had already heard some of the displeasure in some of the things. (He asked Dennis Crimmins in the audience to give him a second to finish and if Mayor Boss lets him speak, he had no objection to it) Commissioner Baldwin said they had already heard some things in the new RFP that should not have been. If they took those things out and added the addendum, especially the criteria for the evaluation of proposals, Commissioner Baldwin thought they could move forward. He was tired of putting off another week, two or three weeks and he had cleared his schedule for the evening. Commissioner Payne she had too, she had another board meeting to go to. She was confused about this addendum verses the original RFP. She said she sort of heard what Stephen said.

Commissioner Baldwin said he had three things written down. Commissioner Payne stated it was a little hard when she didn't have the original RFP in front of her. Mayor Boss asked if they were changing the changes.

Commissioner Baldwin's concern was they not tailor this to one contractor and be fair to both, but they had heard there had been a scoring issue with the RFP that just went out which gave 200 points. Mayor Pro-Tem Hernandez said 100 points. Commissioner Payne said what she was asking was RFP 2015-006. Commissioner Baldwin said the original. Commissioner Payne asked what the significant difference was between the new addendum they were given that night and the original RFP 2015-006.

Commissioner Baldwin said the Addendum was just a reference to the evaluation. Commissioner Payne interrupted him to say she understood that but what was the significant difference in the evaluation.

City Attorney Thies the six criteria of the original RFP: project staffing, labor capability, revival staffing, sources, reliable project staffing that was a requirement of the original RFQ. They carried it over and essentially resubmitted the documentation they submitted in response to the RFQ. That has been pulled out. He said the most objectionable change to the amended RFP dealt with number two- past performance, documented record of performance of the team on projects of similar nature relative to budget in schedule, quality of work and customers satisfaction, compliance with applicable laws and regulations and safety record. He said the change to that particular provision was what he understood to be the most objectionable change to the amended RFP. He stated he had gone back to the original language with the exception of some items they were supposed to address, including information on their prior projects, explain project difficulties, and attach contractor's final application for payment. He said those items were amended because they were relying on their independent design consultant to go into those issues during the two hour interview process. He said they were relying on the individual due to his experience in designing family fun centers/bowling centers to wash those details out and that was why he felt it was not necessary to include it in the addendum. He said other than the four omission bullet point items, the language had gone back to the original RFP. He stated the other change was the management plan for constructing the project. There were additional criteria issues to address by the design contractors and the reason for that was due to how they were restructuring this project. He said by going down the path they had requested, meaning they take their cost proposal and what was essentially a preliminary design of this facility, they had no oversight, no control of the project; they were relying totally on the experience and qualifications of this contractor to get the project done and get it done in a timely manner with as few problems as possible. He said again they were relying on their independent design consultant to go into those issues with a little more detail on what they wanted these companies to be prepared to answer and discuss with the independent design consultant; other than that it was the same four criteria. He explained there were now five criteria because number one was pulled out. Points was moved up to 600 to be consistent with their design/build ordinance; all the other criteria were given 100 points each.

Mayor Pro-Tem Hernandez said he believed they were out of order, because according to the agenda this was to consider, and act upon, directing City Staff to follow the action taken by the City Commission at the April 26, 2016 Regular Meeting regarding Agenda Item 15. He thought they had strayed far away from that, and he believed they needed to get back in order.

Commissioner Baldwin asked Mayor Pro-Tem Hernandez to clarify what he meant. Mayor Pro-Tem Hernandez said they were supposed to consider this exact item and they had gone back to several different points throughout the communication that night. The item was just to consider directing staff on the action taken on April 26th, and they had gone beyond that. Commissioner Baldwin said it was in reference to Agenda Item 15 which was the RFP for the Family Fun Center. Mayor Pro-Tem Hernandez said the Family Fun Center, yes sir; the discussion had gone beyond. Commissioner Martin said the reason was because they were handed this information and they had to take it there. Mayor Pro-Tem Hernandez said there was quite a bit more than that. Commissioner Baldwin said thank you and asked him to steer them back on course.

Mayor Boss said he was confused. Commissioner Martin said she wanted to hear what Mr. Dennis Crimmins had to say.

Dennis Crimmins made the following comments:

Mr. Crimmins stated his company was White Sands Construction and he was also confused because as Mayor Pro-Tem Hernandez said they gave staff a directive in the last meeting he was at; to put out the RFP in the original format that was given to them to start with. He said the changes would benefit his company. He was not here to take any type of benefit and try to sway a contract for White Sands Construction; he would bid against anyone anytime and do it fairly. All he wanted was a fair chance. He said this kept being dragged out, and gave the example that because they had postponed it since they tried to do this in December, their New Mexico wage rates had gone up ten percent and ten percent was a major deal. He said the other item that changed was being able to use reclaimed equipment. His company used the second largest bowling equipment company in the world and they had sent a letter explaining that this was what was done in probably 80 percent of the places around the county and it was better equipment. He said they were directed to use new equipment, which was another \$175,000 on top of the bid. It did say they could use refurbished equipment that's three years old; if you had to refurbish equipment that was three years old you don't want that equipment to start with. Bottom line nobody rebuilt equipment in three years unless it was from China and there was a lot of that in this market. He said they needed to get the RFP in time to give them a reasonable price and every time they delay it and change things, they couldn't do that. All they asked for was the original RFP to bid off of. He stated after the bid was awarded or the bid in negotiating stages before it was awarded, they could do all these amendments, addendums and everything else after the bid was done. He pointed out the longer they put this off, the more money it was costing, and it was already super tight with no leeway. He said they were hoping when they started this to work with the City, whoever the bidder was, to work with the City in cooperation to be able to do value engineering, figure out ways to get it built kind of like on a beer budget verses champagne, and try to get the City something they would be very proud off. Now he believed whoever got the contract would have to fight with the City the whole way through it. He said they had to take that into consideration, too, and he asked them to go back and do what they said they were going to do, put it back as an RFP, the original RFP, and if you have problems with it you can negotiate. That was what a design/build job was for, to get on board, work it out to get the best quality you could with the specs that were shown, and then work together for a fair price. He said at this rate they were pushing them in the corner where this bid was going to come in considerably higher just because of the things that were added to it.

Commissioner Payne asked if she could ask Mr. Crimmins a question. Mayor Boss told her to go ahead. Commissioner Baldwin warned Commissioner Payne that as a potential bidder, he would be very cautious of the question.

Commissioner Payne responded she just wanted clarification of what he just said. She asked Mr. Crimmins to clarify the design/build as he just said about awarding a bid and then negotiating. Mr. Crimmins answered the design/build process was done so the contractor and designer could work together to bring in a job at a certain budget; afterwards the City comes and they sit down with the contractors presentations, they pick a contractor at that time and do the negotiations. He said they take all their specs and what the City expected to get with the contractor bid. Then you go into negotiations and you figure out where that line was and what they needed to do to satisfy the City or what the City needed to do to satisfy the contractor. If you didn't, you don't follow through with the contract, don't sign the contract and you go on to the next bidder. He explained it was a design/build so you could. You were taking the learning curve away from the architects. He had done it with that building before and they were used to working together in that arena. He stated you could negotiate your quality of what you want and what you didn't want and work that through with the contractor. Commissioner Payne thanked him. Mayor Boss thanked Dennis and said he did not know where to go from there.

Mayor Pro-Tem Hernandez asked the commission what direction they should give to staff that night, whether if they come back to give them direction in a certain time frame or they did it that night. He needed to make sure that was clear and precise. He also said Mr. Rardin talked about perception and perception works a lot of different ways. A lot of people see perception as many different obstacles, however you want to place them. He said just a while ago you mentioned that a contractor said he

wouldn't bid if he didn't get the management portion of it; that wasn't a contractor that said that, it was Mr. Sanchez that said that.

Mayor Boss said he could recall when Mr. Wilson said that in public comment. Mayor Pro-Tem Hernandez said Mr. Sanchez had said it. Mayor Pro-Tem Hernandez stated he had put two and two together and Item #15 for the RFP states, "There will be no direct contact with city elected officials or city staff other than purchasing staff regarding this RFP. This will render the proposal non-compliant." Mayor Boss asked him what he was saying, and Mayor Pro-Tem Hernandez answered what he was saying was one of the contractors had contact with the Commission directly or indirectly. He said if they wanted they could have an attorney outside of this, which his recommendation was the State Attorney General, look at it and see if what he was saying was true to fact.

Paul Sanchez said, point of order.

Mayor Boss told Mayor Pro-Tem Hernandez to do what he thought he needed to do. Mayor Pro-Tem Hernandez said OK, Mayor Boss said OK. Mayor Pro-Tem Hernandez said the statement was they were being asked to play by the rules as a Commission and he believed everybody involved should play by the same rules. Mayor Pro-Tem Hernandez said his intent through this whole process had been to give the City a bowling alley, the best bowling alley they could and he had never steered away from that. He said it didn't matter to him which contractor got it as long as they got it and got it built; that was the important thing to him. Mayor Pro-Tem Hernandez said there was a lot of perception going a lot of different ways and he thought that he needed to make that phone call and make sure everything was on the up and up at this point. Mayor Boss told him to do what he needed to do. Mayor Pro-Tem Hernandez thanked him.

Commissioner Payne said she was not going to bring up that statement, but perception was everything and when she looked at that RFP and saw the significant changes that were made, and she saw a big bold statement that says you are not allowed to talk to any city officials, perception was everything. She said it does not look good and she absolutely agreed with Mayor Pro-Tem Hernandez, and thought perhaps he did need to make that phone call. She thought it was a great idea. Mayor Pro-Tem Hernandez said absolutely.

Paul Sanchez asked to respond to Mayor Pro-Tem Hernandez comments. Mayor Boss allowed him to speak. Mr. Sanchez said in bringing this up last time, he had made the comment at the end of the meeting when he had brought up the issue, that he had spoken to a contractor but he was not a city official so they could speak to him all day long. He said that contractor, and he had not identified which one, had stated they couldn't bid. He said Mayor Pro-Tem Hernandez was correct that he brought it up at the last meeting, however, at the beginning of this meeting, that very same contractor said the very same thing, so it was not relevant if it had been brought up or not; it could be reviewed in the minutes and they could check on that. He wanted Mayor Pro-Tem Hernandez to be advised that both his point in relationship to the new business, and that they were way off that track of what was on this, he thought was a matter for the State Attorney General at this point, if the Commission doesn't recognize that the discussion was to go back to what was on the 26th, and either do it or don't do it. If they were going to table it and make changes then that was what they should do. He said he would tell them he was very confident the State Attorney General would also declare the entire meeting null and void and there was a very specific reason for that. The Open Meeting Act at the New Mexico level states what time frame and when things are to be posted for the notice of meetings. He stated that was all complied with as far as on the New Mexico level, however, in the City of Alamogordo Code of Ordinance for special meetings it specifically states "notice shall be provided to broadcast stations licensed by the Federal Communication Commission and newspapers of general circulation that submit a written request for such notice." He said while he did know the notice was published in Sunday's and Tuesday's paper for tonight's meeting, because he was on the Media List that the information goes out to, and he was not a broadcast station so he was not one of that, but he would submit that one quick phone call to Ken Bassett would tell you that no broadcast station was notified of that meeting so they could have done a report on it by the City. He said because of that and because it said notice shall be

provided he would also be making a call to the State Attorney General or the Secretary of State's Office questioning the validity of anything presented at that meeting, whether it was that subject or any other subject on the agenda. He added the City Manager and Attorney could discuss what he brought up at length but they were valid points and were directly out of their own resolution.

Mayor Boss asked City Clerk Jacobs if she had any comments regarding that. She answered the notice was posted as it should have been at the City Hall, it was sent out to all the Commission, it was put in the newspaper for two days, but she failed to send it to the broadcast stations. Mayor Boss asked her if in her opinion what Mr. Sanchez had said was correct. City Clerk Jacobs said in her opinion, she didn't think it was something that would cause a meeting to not happen. Notice was put out into the newspaper and it was posted as it always had been at City Hall where people knew to look. Mayor Boss asked her if she suggested they continue the meeting or not, and City Clerk Jacobs answered yes. Commissioner Baldwin said absolutely. Mayor Boss said very good.

City Attorney Thies asked if he could address that issue. He said if there was any issue about what was properly discussed or decided, the fix according the Attorney General if there was any dispute about whether any action that could have been taken that night was invalid, was to correct your error at your next or future meeting. So, if there were any complaints that this was improperly noticed, if there were any issues about whether or not any action would be taken, on the following meeting they could add this item to an agenda item and they could simply ratify any action they would take that night.

Mayor Boss thanked him and said they could go back to Mayor Pro-Tem Hernandez and asked him a question. He asked if his charge was based on what Mr. Sanchez just said because the contractor went to... are you calling that indirect notification? Mayor Pro-Tem Hernandez said it was not a charge, and he actually spent the time and did the work. Mayor Boss asked who violated the requirements. Mayor Pro-Tem Hernandez stated Mr. Wilson. Mayor Boss asked how he did that, by going through Mr. Sanchez? Mayor Pro-Tem Hernandez said by going through Mr. Sanchez he indirectly, directly talked to the Commission. Mr. Wilson had the ability... (there was an outburst in the audience). Mayor Boss told Mr. Sanchez he didn't look at his site.

Mayor Pro-Tem Hernandez said Mr. Wilson never went to City Staff, and it said to go to the procurement officer with any questions. Mr. Wilson had yet to talk to the procurement officer about any issues with the RFP, he never did it. Mayor Boss asked if that had ever been put in, did anyone remember that ever being put into an RFP, that particular wording. Mayor Pro-Tem Hernandez stated the procurement officer was there and they could ask her. Chief Procurement Officer Pyeatt responded that statement was put in all their bidding documents. Mayor Boss thanked her.

Mayor Pro-Tem Hernandez said Mr. Wilson had come in Monday and was instructed he could not do that so he already had warning once, plus it was in the RFP. He said he was just throwing out there that if they were going to play by the rules, they should play by the rules. He stated it wasn't his call and it didn't matter to him, he didn't have a dog in this fight other than he had a responsibility to the citizens of Alamogordo to get that built. They were being held to a standard by certain citizens, and one of them said if he had to fire an employee he would fire them right now for cause. He said right there it said for cause so he suggested letting someone else make that decision if they felt it was cause then it was cause, he didn't do that. He said he didn't speak to Mr. Sanchez and he didn't choose not to speak to Ms. Pyeatt.

Commissioner Baldwin thanked Mayor Pro-Tem Hernandez for his comments and having everything out on the table was important. He thanked Mr. Sanchez for his comments. He said he was there right now to try to do his best to make a decision to move the Family Fun Center and even move on the action item. As always, this was an emotional topic and he felt with the direction they just took in the last 15 minutes, although this information needed to come out and if the City did something wrong in their meetings, he was sure they would move to rectify that. If they had done something wrong in reference to one of their contractors, the way he contacted them or the way he was trying in reference to that, he was sure he would and they would move to correct that. He said as well as the mistake that

was made in their last meeting, in reference to the RFP they were there to move to correct that and that was what he hoped to do tonight. He noted they were all getting very emotional about that and he believed Mayor Pro-Tem Hernandez's points were extremely valid as well as everybody else's, but his other comment was that they were there to try and get that fixed so these two contractors who have been trying for the last eight to six months could get to that process. He said he saw the faces in the audience, he saw they were upset and saw every time that topic came up. His favorite person to look to in the audience was Beth [Crabbe], because she wears her emotions on her sleeve. He mentioned at that point he was trying to calm the room down and they needed to move toward what they were there to do. If he wanted to go back to Mr. Crimmin's comments and if the direction the board was heading was right, they basically needed to decide if they were going back to the actual verbiage that was made in their last meeting, the meeting that was made in reference to the FFC, to his motion. He said if that was the actual motion they were going to make, he wanted to make a point, that it did exclude the scoring system, the scoring system they wanted in there. He believed if they could jump that little hurdle tonight, they could move in the right direction and let everything else that had been talked about in the meeting play out.

Mayor Boss asked him if he was saying go back to the original RFP but change the scoring. Commissioner Baldwin answered the action item said to allow staff to take the action directed by the Commission, which was his motion seconded by Commissioner Turnbull, but the one issue that had come up was that they saw in front of them another scoring system that was recommended, he believed, by contractors, by yourselves, by himself. He appreciated the fact that with as hot of a topic as this was, that we are going have someone that was independent to review this, and that would have a big impact on the review process and go in the direction he wanted to go. He said let's move past the...

Mayor Boss asked Commissioner Baldwin if was saying to back to the original RFP or the one before the one that was amended. Commissioner Baldwin said it was a legitimate question and he would ask it too if they were doing this over and over again with the freaking RFP. Mayor Boss stated he was hoping he was saying go back to the original, the very first one and change the scoring. Commissioner Baldwin said that was his motion in the last meeting, except they had something very important to deal with; they had the change to criteria of vote. Commissioner Baldwin stated this was not a motion this was just a discussion to get them back to where they were trying to be, to talk about this criteria and the fact that it needed to be design/build/operate or design/build because that was the other big issue they had.

Interim City Manager Straface thanked the Mayor and Commission for their discussions. He wanted to be clear that when they did make a motion, if it was to go back to the original, did that include manage and operate, because if it did they had to come in and look at the scoring again. What they had before them did not include manage/operate, that was all he was saying. His recommendation to them was to do a design/build, and the staff would follow their direction. Mayor Boss asked if it was to do a design/build. Interim City Manager Straface stated the error he made last time was not to clarify what that meant and because he had a lot of discussion before the motion, he assumed they would not have manage and operate. He admitted that was his error and he wanted to clarify now what would be in it when they made the motion - be specific.

Dennis Crimmins made the following comments:

He told the Commission the original RFP clearly stated they had the right to accept the management part of the contract or not, so he didn't know why they were discussing it at that point. In the RFP it clearly stated it was a design/build/operate, however, it did say the manage part could be accepted as part of the contract or not. Commissioner Baldwin said that cleared up one, they were half way there. Mayor Boss said if they have Josh come up and help them make a motion possibly, he was just joking.

Mayor Pro-Tem Hernandez said the only issue with that was they basically had the possibility of having two different options because, if for instance, the one contractor that wanted the design/build/ operate and the other one says he you go, thanks a lot - what they needed was to have a step forward for that.

Mayor Pro-Tem Hernandez asked what their plan was for that. (audience said something inaudible) Mayor Pro-Tem Hernandez said they could not set that up now because he actually didn't know the time frame, he wasn't looking at the original RFP. If the contractor decided not to operate, and Stephen may be able to answer that, could he tell them the day he hands them the keys and then they were stuck with a bowling alley with no operator. (audience said something inaudible) Commissioner Baldwin said hoped that was ironed..... (audience said something inaudible) Commissioner Baldwin said he believed there was potential for that but he believed through the process it was going to be there, yes or no.

City Attorney Thies said as Mr. Crimmins pointed out the original RFP was structured to give them the flexibility if they found none of the manage/operate/finance parts of the response to be acceptable, they could split it all up on the design/build part and just proceed with the design/build. That was a discussion they had over the past several months and their plans were to go out separately, independently. Given the time frame for completing the design and construction, they would have someone on board long before the keys were turned over by the design builder. He said one other point was what Mr. Crimmins addressed, that was the original structure of a true design/build type of arrangement for a construction contract where they selected somebody based on their qualifications and their proposed dollar amount and engage in a series of discussions with them. We would work with them where they got to the point we were comfortable with what they would build, and they were comfortable with what they were going to pay, or what they would get paid for. We would then execute an amendment to the agreement and they would be off and running with the construction. That was the true design/build process. Because the Commission wanted to make the decision when the proposals were open as to an award, they wanted to guarantee that it would not exceed the \$5.9 million. That was why this process was changed - there was no guarantee that if these proposals came in at \$5.9 million, and we engage in an additional design/build process, when we execute the design/build amendment, what the final cost would be.

Mayor Boss asked him to repeat that one more time, he was having difficulty hearing him. City Attorney Thies repeated the traditional design/build process involved selecting a design/build contractor, they tentatively award the contract to that design/build contractor, the cost proposal included in their proposal was not a final price. The final price was determined after a series of meetings and negotiations about what the design contractor intended to include in the proposal and what the City wanted in the final product. At the same time, the design builder starts the design process, getting further along in the design process, instead of having a concept or preliminary design which was submitted as part of their proposal. It worked toward the process where they were getting to a 90 percent or even further design of the facility, at which point the design consultants that were working with the design contractor would have a better handle on the exact price. Once they agreed upon that price with the design contractor, they would execute an amendment to the contract and at that point, that dollar amount, the guaranteed maximum price was the amount the contractor had to perform for; not until that point. The discussion in the past was that you wanted to know what the final number was when we selected the contractor. That was not consistent with the traditional design/build process, and that was one of the reasons there were a lot of these changes to the amended RFP.

Mayor Boss asked if there were any questions or comments. Commissioner Baldwin said he still believed he had laid it out there. Commissioner Turnbull said she agreed with Commissioner Baldwin go back to the original RFP. Mayor Boss asked if she meant the original original. (audience said something inaudible) Commissioner Turnbull stated the original original with an independent scorer. Mayor Boss asked her if she was putting that into a motion. She said she would like to put forward a motion to go back to the RFP 2015-006, the original. (audience said something inaudible) Commissioner Turnbull said it said "The City seeks a well qualified development team to participate in the facility design and project planning, construction, financing, operating and maintaining", with an independent scorer. Mayor Boss asked if they were changing the scorer using the architect, the new design that they had come up with on that. She answered yes. Mayor Boss said ok. (audience said something inaudible)

Interim City Manager Straface wanted to clarify and asked Commissioner Turnbull if that included a change in the scoring or not. She asked if they could just do it the way it was originally done but with an independent scorer.

Mayor Boss asked her if she meant using the new scoring where they would be using the architect to do part of the scoring. Commissioner Martin said she thought Commissioner Turnbull wanted the independent architect to do the scoring as it was laid out in the original RFP. Commissioner Turnbull asked if they could not do that, could they not have someone independently score this the way it was originally intended. Commissioner Turnbull stated that was her motion.

Mayor Boss said they had a motion by Commissioner Turnbull to go back to the original RFP that was sent out to the qualified bidders in the initial RFP, but one change being made to utilize the evaluation system by the architect. (people in the audience were talking, inaudible) Mayor Pro-Tem Hernandez corrected him by saying it was the independent scorer, and the Mayor agreed. Interim City Manager Straface said including the management operation, and Commissioner Turnbull said yes.

City Attorney City requested clarification. He said if they went to the original format of the RFP with the exception that an independent design consult would review, score and interview these individuals, would we use the original structure of the contract, and both of these individuals would know what he was talking about, use the A141-2014. That's when we get the recommendation from the independent design consultant, we would award the contract to the assessable contractor design/build and begin a series of negotiations with that individual, and we would not know the price until we execute and amendment to design/build contract. He said that was the contract format that was included in the original RFP. He wanted to make it clear so that when they send out the original RFP modified with independent design consultant, he would include A141-2014 as the proposed contract for structuring our arrangement with the selected party.

Interim City Manager Straface asked City Attorney Thies what that meant. (people in the audience were talking, inaudible) Interim City Manager Straface asked them to hold on for a second and asked Mayor Boss if he could ask a question. Mayor Boss said yes. Interim City Manager Straface said he wanted to make sure that meant once that contract was negotiated it might be more than \$5.9 million.

City Attorney City Attorney Thies said that was accurate. The only way we could have a final price was to modify the original RFP and when they submit their proposal, we would be jumping into the point where we would amend the design/build contract and say this is the price you agreed to build it, and we don't know what you are going to build but this was what you were going to build it for.

Mayor Boss said that was what they put out before in the original RFP. City Attorney Thies said in the original RFP was a traditional design/build process where the price submitted was not the final price. It didn't mean that if both contractors submitted a price for \$5.9 million after they get done with the design process and negotiated with the selected design builder, that they would not end up with \$5.9 million. They could use value engineering to address getting some cost down, they could reduce some items, they could reduce the aspects and types of furnishings put in there instead of the high-end furnishings, they could have low-end furnishings to hold that cost to \$5.9 million. City Attorney Thies said the Commission needed to understand that if they come back and there was one proposal that was \$5.8 million and one proposal at \$5.9 million and they accepted that, and they used the traditional design/build process, that would not be the final price. The final price would be determined based on their negotiations with the selected party.

Mayor Boss said they had control over that in negotiating with the contractor as far as upgrading something or downgrading something. City Attorney Thies told him that was very accurate and that was his objection for that change in the RFP, but they discussed it numerous times and everyone needed to understand the price in the proposal was not a final price, it was subject to negotiations. Commissioner Martin said so negotiate. Mayor Boss said he thought they understood that.

He repeated they had a motion on the table to go back to the original RFP that was sent out to the bidders and he was not sure how they were adjusting that.

City Clerk Jacobs asked how she could put that in the motion so she would know what they meant by original. Mayor Boss said the original would be the RFP that was sent out to the original two qualified, back how many a year ago or whatever long it was. Commissioner Baldwin said Commissioner Turnbull read it, and said City Clerk Jacobs was asking for a little clarification on the motion, so they asked Commissioner Turnbull to say it again.

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 Thies, asked for clarification so there would not be any misunderstanding as to the direction. He asked the commission if they wanted the independent design consultant to review the proposed lease arrangements, the management operation, score them and make a recommendation whether we accept or reject them.

Mayor Boss asked if that needed to be decided at this time and the city attorney told him 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. He would be contacting the independent design consultant tomorrow to explain the scope of work. He 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 to 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 to 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.**

EXECUTIVE SESSION

2. Recess into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended, to discuss Limited Personnel Issues (Interim City Manager). (Roll Call Vote required)

Commissioner Martin moved to recess into Executive Session to discuss Limited Personnel Issues (Interim City Manager) at 8:27 p.m. Commissioner Payne seconded the motion. Roll call vote was taken. Motion carried with a vote of 6-0-0.

RECONVENE INTO OPEN SESSION

Commissioner Baldwin moved to reconvene the meeting at 8:49 p.m. Mayor Pro-Tem Hernandez seconded the motion. Motion carried by a vote of 6-0-0.

Mayor Boss made the following statement:

The Governing Body of the City of Alamogordo, New Mexico, hereby states that a closed executive session was held and the matters discussed in the closed meeting were limited only to LIMITED PERSONNEL MATTERS (INTERIM CITY MANAGER).

He said there will not be any action taken at this time.

ADJOURNMENT

Mayor Pro-Tem Hernandez moved to adjourn at 8:51 p.m. Commissioner Turnbull 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 June 14, 2016.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
MAY 24, 2016**

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

**AL HERNANDEZ, MAYOR PRO-TEM
ERICA MARTIN, COMMISSIONER
MAGGIE PALUCH, ACTING CITY MANAGER
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 Pastor Bill Heithold and the Pledge of Allegiance was led by Commissioner Martin.

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Rich Merrick commented on the following:

Mr. Merrick told Mayor Boss he understood in prior meetings the public could speak for three minutes for the first seven people and asked for clarification on what the timer was now. Mayor Boss answered they were going to use the timer for both public comments, but if it was something he believed the Commission would be interested in and would help them in making a decision, then possibly they would go over the time. Mayor Boss stated he had to understand the employees and Commissioners worked all day and they can't open it up for all night long. Mr. Merrick said in regards to the employees that have worked all day, most of the public were not sitting at home either.

Paul Sanchez commented on the following:

Mr. Sanchez stated that at the Special Meeting there was an allegation that was leveled by Mayor Pro-Tem Hernandez and he wanted clarification or a retraction of the allegation. He said the allegation was in regards to one of the Family Fun Center contractors who had allegedly spoken to Mr. Sanchez about issues with the FFC, and that Mr. Sanchez had spoken to the Commissioners about it. He said Mayor Pro-Tem Hernandez specifically stated that the intent of that was in violation of the RFP which says a contractor cannot speak to any city officials, commissioner, etc. Mr. Sanchez said there were three problems with that, number one he was not a city employee, two he never asked him to speak to the commission and three, by making the allegation, Mr. Wilson's bid would come under additional scrutiny because of the allegations. He wasn't seeking an apology; he wanted a retraction because it was not true not was there evidence of it.

Eliza Fernandez commented on the following:

Mrs. Fernandez spoke on Item 10 and read a statement as the APSOA president. She asked that any changes to the Personnel Manual remain subject to the negotiation process. (see agenda book for handout)

CITY MANAGER'S REPORT

Acting City Manager Maggie Paluch made the following remarks:

1. She congratulated Daron Syling as the new Chief of Police.
2. She thanked the staff that helped with Military Appreciation Day and said she had received wonderful feedback. She stated they raised \$415 for scholarships so low income children could attend summer camp at the Recreation Center.
3. She announced the Pupfish season started yesterday and you could find the 2016 schedule online.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Martin commented on the following:

She thanked staff for Military Appreciation Day and said it was a good event. She also thanked staff because the City website was looking really good.

CONSENT AGENDA

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)

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)

Mayor Boss asked to remove Item 14 from the Consent Calendar.

Commissioner Turnbull asked to remove Item 10 from the Consent Calendar.

Mayor Pro-Tem Hernandez moved to approve items 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, & 13 of the consent calendar. Commissioner Sikes seconded the motion. Roll call was taken for items No. 11, 12, & 13. Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

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)

City Attorney Thies explained this was an item to amend their grievance process under the Personnel Manual, which was part of the Code of Ordinances. He said the primary purpose for making the amendment was to remove the ability of an employee to grieve a written reprimand to the city manager. Written reprimands were a form of disciplinary action that the City utilizes; it goes in the personal file but it doesn't subject the employee to any reduction of pay or any suspension. He said if they continue engaging in that action, they could ultimately be subject to some type of suspension without pay or another adverse action. If that type of action would be taken, they would have the right to grieve that issue to the city manager. He said to address the issue that was brought up by the Union, the City had a Labor Ordinance that was enacted before public employees had the right to collectively bargain in the state of New Mexico, and as a result their labor ordinance had been given grandfather status. This meant it didn't have to be consistent with the Public Employee Bargaining Act that was state statute. In their Labor Ordinance, it specifically said grievances were a non-negotiable item, and they could agree to negotiate changes to their grievance policy but it was not a mandatory subject for negotiations.

Commissioner Turnbull moved to approve final publication of Ordinance No. 1510 amending section of the Personnel Manual relating to corrective action and grievances. Mayor Pro-Tem Hernandez seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

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)

Mayor Boss believed there was a point in the near future that this Commission would be forced to adopt certain restrictions on this budget. He said with the effect of the exiting of the German Air Force they will need to monitor their projected revenue in the coming months. He said they should address this again when they act upon approving the FY17 budget at the second meeting in July.

Commissioner Martin asked Finance Director Nichols if the reorganization of Public Works was in the proposed preliminary budget. Ms. Nichols said it was not. Commissioner Martin stated she had asked twice for it. Acting City Manager Paluch said they could get that information as soon as possible. Commissioner Martin said she had a hard time voting for approval of a preliminary budget that was missing information.

Commissioner Baldwin moved to 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. Mayor Pro-Tem Hernandez seconded the motion. Roll call vote was taken. Motion carried with a vote of 5-2-0. Commissioner Martin & Commissioner Payne voted nay.

PRESENTATIONS

1. 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.

Dr. Brain Lock introduced Colonel Conner - Commander of the Combat Aviation Brigade at Fort Bliss, Chief Ward Officer Moreno - Chief Pilot and Standardization Officer, and Lieutenant Colonel Segura with the First Armored Division and others in the audience from Fort Bliss and the Forest Service. He stated they were there as a partnership with the Forest Service to announce a proposal to utilize portions of the Lincoln National Forest for High Altitude Mountain Training Strategy.

Colonel Conner explained High Altitude training. He said as the Combat Aviation Brigade Commander their responsibility was to train and prepare the soldiers to mitigate the risk with operating a helicopter in a multitude of environments. He mentioned although Fort Bliss was a phenomenal training area, they didn't have the high altitudes to perform the tasks the soldiers needed to do. They wanted to train in the Lincoln National Forest to prepare their soldiers for future operations the nation was asking them to do. He presented a Power Point that included their training in 2012 at the Lincoln National Forest and how it reduced the accidents in deployments to Afghanistan. (see agenda for Power Point)

Commissioner Baldwin asked them if they would be flying directly from Fort Bliss to the landing spots or would they be utilizing the City's airport. Colonel Conner answered they would be using the airport to refuel. Commissioner Baldwin asked if this would be day and night and how much would they be flying annually. Colonel Conner said it would depend on the mission set and their tempo, if there was deployment coming up it would be more frequent. He said most of that information would come out in the Environmental Study. Commissioner Baldwin asked him if there had been any opposition with this and he answered everyone had been OK with it. Commissioner Turnbull thanked them for their service.

PUBLIC HEARING

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)

Mark Rhodes of Rhodes & Salmon, PC addressed Mayor Pro-Tem Hernandez's concerns regarding the different types of liquor licenses. Mayor Pro-Tem Hernandez said it would be a concern if a liquor license would be sold and taken out of the City. Mark Rhodes assured him they could not move a liquor dispenser with package out of the local option district or they would lose that package.

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

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)

City Attorney Thies explained the flood control purchase agreement and recommended approval of the agreement.

Mayor Pro-Tem Hernandez asked City Attorney Thies if that would take care of the Randall issue. He answered yes it would address the issue. Mayor Pro-Tem Hernandez asked him if it would eliminate putting the bridge in, and City Attorney Thies said yes. Mayor Pro-Tem Hernandez explained they have been in litigation with Mr. Randall because of culverts. Commissioner Baldwin pointed out this fixes a problem but it also solves another north flooding issue. Mayor Pro-Tem Hernandez said that would help slow down the flooding issue on 25th Street.

Mayor Pro-Tem Hernandez moved to approve a purchase agreement for Lot 2B, Replat B Industry Center Subdivision, in reference to a flood control pond adjacent to the Dry Canyon Channel. Commissioner Baldwin seconded the motion. Motion carried with a vote of 7-0-0.

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

Mayor Boss read a statement saying that on the morning of Tuesday May 3rd, he became aware of accusations being made that the RFP sent out to the two contractors, White Sands Construction and Star Dust Lanes LLC, were not even close to what the Commission directed management to send out in the April 26th Regular Meeting. He immediately requested copies of both the original RFP and the RFP that was sent out after the April 26th Regular Commission Meeting. He reviewed both documents and in his opinion, the RFP sent out was substantially different than the original RFP and the language in the RFP was very different than that of the original RFP. As Mayor, he decided to call a special session commission meeting. He decided to discuss his action with Commissioner Baldwin before meeting with the City Clerk to request the meeting. After discussion they both agreed that a special commission meeting was necessary to consider redirecting management in the matter. Mayor Boss said Commissioner Baldwin said he would notify Mayor Pro-Tem Hernandez and Commissioner Sikes that a special meeting was going to be called. Mayor Boss said he would notify other Commissioners, which he did by phone. He then met with Clerk Jacobs and requested a meeting on Tuesday May 17th. At the conclusion of the May 17th Special Meeting, he and Commissioner Baldwin were approached and warned that there may be an appearance of a rolling quorum which was a violation of the New Mexico Open Meetings Law. He said they were advised to report the potential appearance of the violation immediately. Both Commissioner Baldwin and he were surprised by the accusation and asked for an explanation. Mayor Boss and Commissioner Baldwin were told that a rolling quorum may have been by the phone calls made May 11th notifying the rest of the Commission that he was calling a special meeting. Calls were simply made to make Commissioners aware that a special meeting was being called so they would be aware of the meeting. He immediately went to City Clerk Nancy Jacobs and reported the accusations. He was familiar with Open Meeting Laws as related to rolling quorum matters and did not believe any violation was committed and that he was fully within his rights as mayor to contact Commissioners of the special meeting to be called. He believed both the City Attorney and City Clerk approved of his opinion. He ended there and let Commissioner Baldwin make some comments on that.

Commissioner Baldwin stated anybody that knows him knows that he was petrified of rolling quorums and communicating with most of the Commission, to the point where he was having lunch and their old Mayor came to the 19th Hole. Mayor Pro-Tem Hernandez was there enjoying lunch with his wife and then another Commissioner came in and they all freaked out and he went back to work because he didn't want to be in the same place. He said he didn't believe there was a rolling quorum but just being on the up and up and since an allegation was made they wanted to come to the public and let

everybody know they understood there could be a perception. He said no decisions were made or discussed; it was just to notify people of the special meeting.

Mayor Pro-Tem Hernandez stated he was the one that requested they bring this out into the open to clarify. He didn't believe there was a rolling but there was the possibility it looked like such and it was best to talk about it.

City Attorney Thies educated the Commission on rolling quorums. He said the fix was what they would do in the next several minutes and that was to summarize the discussions that occurred outside the open meeting. The Open Meetings Act required the Commission to conduct public business in public so the public could observe deliberations leading up to a decision. The Open Meetings Act did not prohibit the Commissioners from discussing items outside the meeting. The Open Meetings Act is violated by having conversations outside of the public meeting when they go to the majority of the Commission and try to solicit support or a vote for a particular decision. The prohibition was when they step over the line and have the majority of the votes before they walk into the meeting.

Mayor Pro-Tem Hernandez said in the past there were allegations of talking behind the scenes and as City Attorney Thies said, be very careful what you discuss. He appreciated the Commission talking about it.

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)

City Attorney Thies said at the last Commission meeting there was an allegation that the notice provided of the special meeting did not comply with the Open Meetings Act. He said similar to the rolling quorum issue the fix was simple. At the next meeting or a future meeting they properly notice the particular item or reaffirm the action at the prior meeting and by doing so they had corrected that potential violation of the Open Meetings Act. He requested they review the minutes that were italicized that dealt with the motion made and then ask for a motion to affirm the action that was taken. If they did so, they corrected the alleged violation of the Open Meetings Act.

Paul Sanchez asked City Attorney Thies if the RFP was sent out last week or was it corrected and held until the vote tonight and was to be sent out the tomorrow morning. City Attorney Thies answered it was sent out with the changes with the independent design consultant using the same scoring criteria as the original and delivered on Thursday. Mr. Sanchez asked if it was legitimate based on this complaint, and should it have been sent out the next day instead of previously. Mayor Boss asked City Attorney Thies if he would like to address that and he answered no.

Mayor Boss read the following:

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. I will read a summary of the discussion on this item which occurred on May 17th along with the motion, and will then request a motion to reaffirm the vote taken at that 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. 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.*

Commissioner Baldwin moved to reaffirm the decision made at the May 17, 2016 Special Meeting in regards to this issue. Commissioner Turnbull seconded the motion. Motion carried with a vote of 6-0-1. Commissioner Sikes abstained from the vote; she had been absent at the above referenced Special Meeting when the original vote was taken.

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

Mayor Pro-Tem Hernandez moved to accept the resignation of Interim City Manager George Straface. Commissioner Payne seconded the motion. Motion carried with a vote of 5-2-0. Mayor Pro-Tem Hernandez & Commissioner Sikes nay.

Mayor Pro-Tem Hernandez said that in the contract with former Interim City Manager Straface, item number six of that contract was performance evaluation, where former Interim City Manager Straface spoke of items he would accomplish in the timeframe he was there; if he did then he would receive a bonus. Mayor Pro-Tem Hernandez believed he accomplished all the items he listed and was entitled to that payout.

Mayor Pro-Tem Hernandez moved to uphold the contract of Dr. George Straface. Commissioner Turnbull second.

Commissioner Baldwin stated he had not thought about what was in the contract and would like time to discuss what the items were. He said off the top of his head he did agree with Mayor Pro-Tem Hernandez but wanted a chance to defend their decision if they were discussing it in public. Commissioner Martin asked if this needed to be on the agenda. Mayor Pro-Tem Hernandez said it was because his resignation was part of it. Commissioner Martin stated she did not have the contract in front of her. Mayor Pro-Tem Hernandez stated if they had an item, they needed to be prepared to speak about it entirely.

Mayor Boss did not believe the contract provisions were met regarding the hiring of a City Manager, however, he supported paying Dr. Straface the \$15,000. Mayor Pro-Tem Hernandez said they could discuss it or come back at a later day.

Commissioner Baldwin agreed it was part of his resignation but thought they could be viewed as two separate items. He said he was ok with waiting another two weeks to review the contracts.

Commissioner Payne asked City Attorney Thies for direction. City Attorney Thies said they could take the safe option and table the contract part of it to give the Commission an opportunity to review the provisions in the contract and bring it back to take action.

Commissioner Baldwin stated they had a motion and a second on the floor.

Paul Sanchez shouted point of order, this was not on the agenda. He said he was in support of Dr. Starface getting the bonus. He didn't think a single action, such as the confusion that happened with the Family Fun Center should taint anyone's entire time they were in their position. He said before they make a decision they should take a hard look at what the contract said.

Mayor Pro-Tem Hernandez said it was surprising to him that a member of the audience had read and knew the contract inside and out but some of the commissioners did not. Mr. Sanchez wanted to know what the problem with that was. Mayor Pro-Tem Hernandez stated there was no problem; it was the Commission's job to know all that.

Mayor Boss said they had a motion on the table but maybe they should reconsider it. Commissioner Payne agreed they needed to table it and said the contract states up to \$15,000 so there was room for discretion. She told Mayor Pro-Tem Hernandez she had seen the contract before, but she didn't think they should be put on the spot.

Mayor Pro-Tem Hernandez he didn't have a problem with tabling it.

Mayor Pro-Tem Hernandez withdrew his motion.

Commissioner Baldwin asked if they were not going to accept the resignation. Mayor Pro-Tem Hernandez said the resignation was accepted and Commissioner Baldwin understood the contract was the second motion.

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

Commissioner Baldwin asked if it said somewhere they had to appoint an acting city manager. City Attorney Thies stated in the Code of Ordinances, the Charter, that by default it falls in the organizational chart to the assistant city manager. He said normally the practice had been to appoint someone because they were now taking additional responsibilities. Mrs. Paluch could decline to do those additional responsibilities and that was why the assistant city manager had always been appointed to act when a city manager resigned. He commented on the increase in compensation because they were asking the person to assume additional responsibilities.

Mayor Boss believed they should appoint an acting city manager and there were considerably more responsibilities along with being an assistant then being the actual acting city manager.

Mayor Pro-Tem Hernandez agreed to support an appointment so the Commission could have a direct point of contact. Commissioner Martin asked Maggie Paluch how she felt and Maggie said she was ok.

Mayor Pro-Tem Hernandez moved to appoint Maggie Paluch as Acting City Manager. Commissioner Sikes seconded the motion. Motion carried with a vote of 7-0-0.

Mayor Pro-Tem Hernandez said they need to talk about pay and Mayor Boss recognized that. Mayor Pro-Tem Hernandez said the norm was 20 percent. Mayor Boss said the acting city manager will be

paid at level of compensation stated by City Ordinance and he believed that was the low end of the range for the position of city manager.

City Attorney Thies said \$100,000 was the low end of that particular position and the high end was \$160,000 a year. Mayor Boss said he understood it would be at the low end and Mayor Pro-Tem Hernandez said that was the way he read it also. Mayor Boss asked if they needed to make a motion and Mayor Pro-Tem Hernandez answered no.

WORK SESSION

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

Public Works Director Cesar gave some history on the Little Bear Fire and spoke on the Bonito Lake Project. (see agenda for Power Point)

Mayor Boss asked if they would be moving the debris during winter months. Brain answered they were looking at having the contractor work through the winter and early spring. They would not look to have the contractor work during July to September, the monsoon period. Mayor Pro-Tem Hernandez recommended a tour for the new Commissioners so they could see why it was taking so long.

Public Works Director Cesar spoke on the Desalinization Project and explained the first phase of the project. (see agenda for Power Point)

Mayor Boss asked him if they were lacking pipeline from La Luz to the Plant. Public Works Director Cesar answered they had pipeline from the City to La Luz and from the Snake Tank Well field. There was a mile and a quarter of pipeline coming from Snake Tank Road toward Alamogordo so they were lacking seven and half to eight miles of pipeline.

Commissioner Payne asked Public Works Director Cesar to elaborate on monitoring wells. He explained it was not a normal production well used to pump to water, it was a hole drilled into the ground to monitor water levels and pull water samples.

Mayor Pro-Tem Hernandez clarified they were treating the water coming from north of town; they were not pulling any water from the location where the Desalinization Plant set. Public Works Director Cesar confirmed the site where the plant will be was strictly for treatment. Commissioner Payne said the concern was how long the sealed system would last. Public Works Director Cesar stated the recommendations were from the Ground Quality Bureau and the Solid Waste Bureau.

Mayor Boss asked for tours of Bonito Lake and the Snake Tank. Public Works Director Cesar asked the Commission to get together with City Clerk Jacobs and she will give him the times when they could tour.

Mayor Pro-Tem Hernandez said by law they were required to monitor the water they provided to the citizens as well as monitor any contaminations they may cause to the systems because they had wells. Commissioner Payne said she was satisfied with the information as she had read the reports.

Commissioner Baldwin thanked Roger Schoolcraft for his time as Interim Police Chief and congratulated him on his new promotion. He welcomed police Chief Syling to the family.

EXECUTIVE SESSION

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)

Mayor Pro-Tem Hernandez moved to adjourn into Executive Session to discuss Threatened or Pending Litigation (W. Irby) at 8:21 p.m. Commissioner Martin 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 June 14, 2016.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION SPECIAL MEETING MINUTES
6:30 P.M., MUNICIPAL COURT CHAMBERS
JUNE 2, 2016**

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

**AL HERNANDEZ, MAYOR PRO-TEM
ERICA MARTIN, COMMISSIONER
MAGGIE PALUCH, ACTING CITY MANAGER
SUSAN PAYNE, COMMISSIONER
NANCY JACOBS, CITY CLERK**

CALL TO ORDER / ROLL CALL

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.

EXECUTIVE SESSION

1. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Limited Personnel Issues (Review City Manager applications). (Roll Call Vote required)

Mayor Pro-Tem Hernandez moved to adjourn into Executive Session to discuss Limited Personnel Issues (Review City Manager applications) at 6:31 p.m. Commissioner Sikes 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 Nancy Jacobs, City Clerk)
Approved at the Regular Meeting held on June 14, 2016.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date:

Report No: 3.

Submitted By: Nancy Jacobs, City Clerk

Subject: Approve the statement related to the Executive Session held on May 24, 2016 and June 2, 2016.
(Nancy Jacobs, City Clerk)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the following statements authorize them to be included in the minutes of June 14, 2016: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on May 24, 2016, a Closed Executive Session was held during the Regular Meeting and matters discussed in the closed meeting were limited only to: threatened or pending litigation (W. Irby)", and "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on June 2, 2016, a Closed Executive Session was held during the Special Meeting and matters discussed in the closed meeting were limited only to: "limited personnel issues (Review City Manager applications)" as posted on the agendas.

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/8/2016

Report No: 4.

Submitted By: Brian Cesar, Public Works
Director

Subject: Consider, and act upon, award of Public Works Bid No. 2016-008 to San Bar Construction Corp., related to the Reflectorized Pavement Markings project, in an amount not to exceed \$160,059.67, including tax. *(Brian Cesar, Public Works Director)*

Fiscal Impact: 160,059.67

Amount Budgeted: \$163,056.00

Fund: 044-9499-990.65-09 and 109-9003-430.65-02 (EN1214) and 044-5203-431.31-55 and 044-5203-431.44-65

Additional Fiscal Impact:

Recommendation: Approve the award.

Background:

The work will consist of materials and placement of reflectorized raised and inlaid (grooved) pavement markings, crosswalks and stop bars tape, and turn arrows tape at various locations within the City of Alamogordo.

The project was advertised on May 1, 2016. Bids were opened on June 7, 2016 at 2:00 p.m. with one (1) responsive bidder: San Bar Construction Corp.

Please refer to the attached bid tabulation.

**BID TABULATION
REFLECTORIZED PAVEMENT MARKINGS
PUBLIC WORKS BID NO. 2016-008
JUNE 7, 2016 2:00 P.M.**

ITEM NO.	QTY	UNIT	DESCRIPTION	San Bar Construction Corp.	
				UNIT PRICE	BID AMOUNT
001	1	LS	Mobilization - Reflectorized Raised Pavement Markings	\$1,200.00	\$1,200.00
002	1	LS	Traffic Control - Reflectorized Raised Pavement Markings	\$7,500.00	\$7,500.00
003	5,277	EA	Reflectorized Raised Pavement Markings, Materials & Placement	\$3.00	\$15,831.00
004	841	EA	Reflectorized Raised Pavement Markings, Inlaid (Grooved), Materials & Placement	\$16.40	\$13,792.40
005	1	LS	Mobilization - Pavement Markings Tape (Crosswalks, Stop Bars, & Turn Arrows)	\$1,200.00	\$1,200.00
006	1	LS	Traffic Control - Pavement Markings Tape (Crosswalks, Stop Bars, and Turn Arrows)	\$9,500.00	\$9,500.00
007	4,795	LF	Durable Plastic Reflective Preformed Crosswalks & Stop Bars Tape, 24-Inch, Materials & Placement	\$12.00	\$57,540.00
008	6,940	SF	Durable Plastic Reflective Preformed Turn Arrows Tape, Materials & Placement	\$6.00	\$41,640.00
BASE BID					\$148,203.40
NMGRT (8.00%)					\$11,856.27
TOTAL BASE BID					\$160,059.67

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/6/2016

Report No: 5.

Submitted By: Maggie Paluch, Assistant
City Manager

Subject: Consider, and act upon, approval of Amendment 2 to the Engineering Professional Services Agreement with Bohannon Huston, Inc. for the Reclaimed Water Line Looping project. (*Nancy Beshaler, Project Manager*)

Fiscal Impact: \$20,050
Amount Budgeted: \$22,626.00
Fund: 089-9303-461.62-35 EN1305

Additional Fiscal Impact: Work is reimbursable through NMED grants SAP 12-1359-STB & SAP 13-1473-STB

Recommendation: Approve Amendment 2 to the Engineering Professional Services Agreement with Bohannon Huston, Inc. for the Reclaimed Water Line Looping project.

Background: The Reclaimed Water Line Looping project will install reclaimed water lines from an existing line south of First Street, north to the line in Alameda Park in the vicinity of Fourteenth Street. Phase 1 of the project has been constructed from the south end up to Eleventh Street.

From Eleventh Street north the water line was to be constructed in Union Pacific Railroad (UPRR) right of way. UPRR denied the permit application and requested that the alignment be moved further west on their property. As a result it is necessary to re-design this section of pipeline and re-submit the permit application to UPRR for approval.

Work under this amendment includes re-design of the alignment and submittal of a revised permit application to UPRR. The project is funded through two New Mexico Environment Department (NMED) grants and the NMED has approved the amendment. The design fees will be reimbursed by NMED.

**SECOND AMENDMENT
TO AGREEMENT FOR
ENGINEERING AND ENVIRONMENTAL PROFESSIONAL SERVICES**

THIS AGREEMENT is by and between THE CITY OF ALAMOGORDO ("OWNER") and BOHANNAN HUSTON, INC. ("CONSULTANT").

It is expressly agreed by the parties that this Amendment of May 13, 2016 is supplemental to the Agreement of **December 14, 2014**, to which it is attached, which is made a part by reference, and all terms, conditions, and provisions of the original Agreement, unless specifically modified, are to apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein. In the event of any conflict, inconsistency, or incongruity between the provisions of the Amendment and any of the provisions of the original Agreement, the provisions of the Amendment shall in all respects govern and control.

The Agreement shall be modified, altered, and changed only as follows:
Revised Scope and Fee per Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT AMENDMENT #2

BOHANNAN HUSTON, INC.

Signature: _____



Digitally signed by Rob Richardson
DN: cn=Rob Richardson,
o=Bohannon Huston, Inc., ou=BHI,
email=richardson@bhinc.com,
c=US
Date: 2016.05.05 15:30:47 -06'00'

Title: _____

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

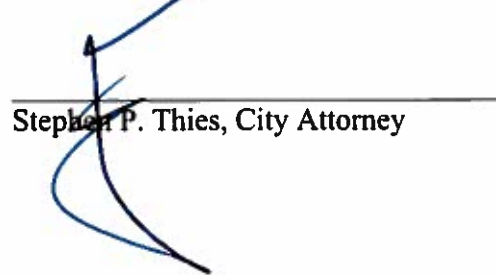
By: _____

George Straface, Interim City Manager

ATTEST:


Nancy Jacobs, City Clerk

APPROVED AS TO FORM:


Stephen P. Thies, City Attorney

Bohannon Huston

ENGINEERING SERVICES AGREEMENT AMENDMENT

Project: City of Alamogordo
Reclaimed Waterline Looping

BHI Project No.: 20150316

Engineer: Bohannon-Huston, Inc.
425 S. Telshor Blvd., Suite C-103
Las Cruces, NM 88011-8237

Task Order No.:
Contract No.: 12-1359 & 13-1473 STB
Amendment No.: TWO (2) - Revised
Date: April 6, 2016

Reason and Justification for Amendment: (use additional sheets, if necessary)

1. Additional survey, design and permitting to move new reuse line alignment to west UPRR property line from STA 56+32 to a bored railroad crossing at 16th Street.

2. Request for an additional 240 days to complete tasks under this amendment.

Survey Time 60 days (45 days for UPRR right of entry permit)

Design Time 45 days

Permitting Time 135 days (120 days UPRR review time)

Requested or initiated by: ☐ User Agency ☒ Owner ☐ Engineer ☐ Other

The Engineer is authorized to provide the following described services (scope of services and compensation).

The original design and permit application to Union Pacific Railroad (UPRR) followed Eddy Drive and Mill Road to cross at 14th Street. UPRR requires the alignment change to follow the west property boundary and cross at 16th Street. Additional effort is required to revise the drawings and UPRR permit to reflect the requested change in alignment.

FEE SCHEDULE

Description	Previous Contract Amount	Amendment 2	Revised Contract Amount
Project Administration	\$5,400	\$800	\$6,200
Railroad Realignment Survey	\$0	\$7,700	\$7,700
Site Data Acquisition & Survey	\$3,000	\$0	\$3,000
Technical Memo on Pipeline Routes Evaluation	\$4,800		\$4,800
Preliminary Design	\$17,200	\$6,000	\$23,200
Final Design	\$9,100	\$3,000	\$12,100
Bid Administration	\$3,600		\$3,600
Construction Administration	\$9,700		\$9,700
Construction Observation	\$24,000		\$24,000
Railroad Permitting & Property Acquisition	\$4,700	\$1,000	\$5,700
Record Drawings	\$2,200		\$2,200
Design Reimbursable Expenses	\$1,500		\$1,500
Construction Reimbursable Expenses	\$2,500		\$2,500
TOTAL	\$87,700	\$18,500	\$106,200

AGREED AND RECOMMENDED:

APPROVED:

Engineer: Bohannon-Huston Inc.

Owner: City of Alamogordo

By:



By:

Title:

Sr. Vice President

Date:

Name of Project:	Reclaimed Water Looping line - Design Phase- Amendment #2		
Client:	City of Alamogordo SAP 12-1359-STB	Date of proposal:	4/6/2016
Principal-in-Charge/ PM	Rob Richardson/ David Shields	Prepared by:	David Shields
		Approved by:	RPR inits.

[illegible]

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/6/2016

Report No: 6.

Submitted By: Maggie Paluch, Assistant
City Manager

Subject: Consider, and act upon, approval of Amendment 3 to the Engineering Professional Services Agreement with Engineers Inc. for the Realignment of Florida Avenue at First Street project. *(Nancy Beshaler, Project Manager)*

Fiscal Impact: \$12,650
Amount Budgeted: \$12,666.16
Fund: 122-9499-430.62-35 EN1405

Additional Fiscal Impact:

Recommendation: Approve Amendment 3 to the Engineering Professional Services Agreement with Engineers Inc. for the Realignment of Florida Avenue at First Street project.

Background: This project will realign Florida Avenue at First Street. Amendment 3 includes design of water utilities located within right of way of Florida Avenue to shift with the roadway, at the request of Public Works. In addition, the amendment includes time for developing concepts and exhibits for negotiations pertaining to right of way.

**THIRD AMENDMENT
TO AGREEMENT FOR
ENGINEERING PROFESSIONAL SERVICES**

THIS AGREEMENT is by and between THE CITY OF ALAMOGORDO ("OWNER") and ENGINEERS, INC. ("CONSULTANT").

It is expressly agreed by the parties that this Amendment of _____, 2016 is supplemental to the Agreement of November 4, 2014, to which it is attached, which is made a part by reference, and all terms, conditions, and provisions of the original Agreement, unless specifically modified, are to apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein. In the event of any conflict, inconsistency, or incongruity between the provisions of the Amendment and any of the provisions of the original Agreement, the provisions of the Amendment shall in all respects govern and control.

The Agreement shall be modified, altered, and changed only as follows and as detailed in Exhibit A:

Water Utility Realignment Design = \$ 5,462.00 (Fixed fee)
Additional Property Owner Coordination = \$ 6,250.00 (Time & Materials)
Total Increase = \$11,712.00

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT AMENDMENT #3.

CONSULTANT: ENGINEERS, INC.

Signature: _____

Title: _____

CEO

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____

George Straface, Interim City Manager

ATTEST:

Nancy Jacobs, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

ENGINEERS INC

May 5, 2016

Nancy Beshaler
Project Manager
City of Alamogordo
1376 9th Street
Alamogordo, NM 88310-5855

Re: Florida Ave Realignment at First St Project – Additional Services Proposal

Dear Ms. Beshaler,

Engineers Inc. proposes the following additional scope of work, fees and schedule for the realignment design of water utilities located within the ROW of Florida Ave., incorporate this information into the plans and contract documents, and continue property owner coordination as needed for the Florida Ave. Realignment at First St. project.

1) Water Utility Realignment Design:

Final Design Plans will include 2 Plan and Profile Sheets:

1. N. Florida (1)
2. S. Florida (1)

Summary of quantities, general notes and engineer's opinion of probable construction cost (EOPCC) will also be developed.

Cost: \$5,462.00 (Fixed Fee)

2) Property Owner Coordination:

Recent efforts assisting the City in their negotiation with property owners has caused Engineers Inc. to exceed the contracted property owner coordination limit. The not to exceed limit is currently set at \$3,750.00. To date, Engineers Inc. has accrued \$4,446.45 in billable charges. It is requested that the property owner coordination not to exceed limit be increased to \$10,000.00 to cover future coordination needs. This includes time to

EXHIBIT

A

3400 Highway 180 East, Suite A, Silver City, NM 88061
Phone: (575) 538-5395 Fax: (575) 538-5410
www.engineersinc.com

Our vision is to be the leading professional team, serving our communities with quality and integrity.

May 5, 2016
Page 2 of 2

attend meetings, develop figures, and provide other information as requested by the City. The remaining 5,553.55 will provide a maximum of 40 hours of additional time, as needed.

Increase Cost: \$6,250.00 (Not to Exceed)

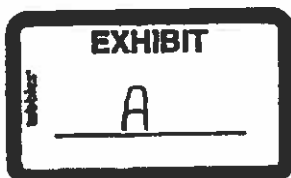
The total proposed cost is **\$11,712.00** plus applicable gross receipts tax. The cost includes all labor and reimbursable expenses.

The water utility realignment design has already been completed and incorporated into the construction documents. There is no proposed change in schedule.

Thank You,



David Maxwell, PE/CEO



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/6/2016

Report No: 7.

Submitted By: Edward Balderrama,
Project Manager

Subject: Consider, and act upon, Change Order No. 1, Public Works Bid No. 2015-005, EN1402, to General Hydronics, Inc. related to Street Maintenance Preparation Program FY 2014, in an amount not to exceed \$39,273.14, excludes NMGRT. (*Edward Balderrama, Project Manager*)

Fiscal Impact: \$39,273.14, excludes NMGRT
Amount Budgeted: \$43,187.94
Fund: 81-9303-465.67-70 and 109-9003-430.65-01

Additional Fiscal Impact:	Fund Impact
81-9303-465.67-70 \$643,741 available	\$24,185.92
109-9003-430.65-01 \$866,937 available	\$19,002.02

Recommendation: Approve the final adjusting change order, Change Order No. 1, Public Works Bid No. 2015-005, EN1402, to General Hydronics, Inc. related to Street Maintenance Preparation Program FY 2014, in an amount not to exceed \$39,273.14, excludes NMGRT and close out the project

Background: The work consisted of installing 6-inch and 10-inch water main line, valves, water lateral connections, water services and fire hydrants. Deficient curb/gutter and concrete sidewalks were removed and replaced. Compliant driveway aprons and Accessible (ADA) curb ramps were constructed. Asphalt milling/paving, asphalt paving patch and earth work was completed.

See attached Change Order No 1 – Project Close Out Bid Tab for item over run and under run

CONTRACT CHANGE ORDER
CHANGE ORDER NO. 1

Street Maintenance Preparation Program FY2014
Public Works Bid No. 2015-005

DATE: **May 26, 2016**

CONTRACTOR: General Hydronics Inc.
 1001 Zuni Drive, Suite C
 Alamogordo, NM 88310

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

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

1. To adjust the final in-place quantities, Code 3C: See attached Project Close-Out Bid Tab for bid item over runs and under runs.
2. Adjust the contract time from March 23, 2016 to May 3, 2016, Code 3L. The reason for the delay was during the installation of the water main line in Buena Vista Corte it was discovered that the sewer service lines and the sewer main line were starting to show signs of failure. The project was delayed to allow time for the construction of the new sewer system in Buena Vista Corte.

REVISED CONTRACT AMOUNT

- | | |
|--|--------------------|
| 1. Original Contract Amount | \$ 1,503,427.80* |
| 2. Total Contract Amount Including Previously
Approved Change Orders..... | \$ 0.00* |
| 3. Amount of this Change Order (Increase) | \$ 39,273.14* |
| 4. Total Revised Contract Amount To Date | \$ 1,542,700.94* |
| 5. Original Contract Completion Date | March 23, 2016 |
| 6. New Completion Date Due to this Change Order..... | May 3, 2016 |

* excludes 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: David Canning
Contractor

5-27-16
Date

CHANGE ORDER RECOMMENDED:

BY: [Signature]
Project Manager

5-26-16
Date

CHANGE ORDER APPROVED BY MAYOR:

BY: _____
Mayor

Date

BY: _____
City Attorney

Date

Street Maintenance Program FY 2014 Public Works Bid No. 2015-005 EN1402 Change Order No 1 - Project Close Out Bid Tab								
ITEM No.	DESCRIPTION OF WORK	Unit	Bid Item Unit Cost	Bid Quantity	Total In-Place Quantity	Net Difference (Quantity)	Total Amount Difference	Percentage Difference
414120	2-inch thick HMA cold milling	SY	\$ 1.73	25,600	25453	-147.0	\$ 254.31	99%
417000	Pavement Patch, HMA SP-IV 3-inches thick, 8-inches base course, 8-inches sub-grade preparation	SY	\$ 50.00	118	30	-87.8	\$ 4,390.00	26%
423270	HMA SP-IV 2-inches thick	SY	\$ 10.00	25,600	25453	-147.0	\$ 1,470.00	99%
608104	4-inch thick concrete	SY	\$ 47.00	470	365	-105.2	\$ 4,944.40	78%
608106	6-inch thick concrete with reinforcement	SY	\$ 58.00	60	104	43.6	\$ (2,528.80)	173%
609424	Type II curb/gutter	LF	\$ 24.50	1,060	750	-309.7	\$ 7,587.65	71%
609706	Mountable/Transition curb/gutter	LF	\$ 24.50	105	0	-105.0	\$ 2,572.50	0%
618000	Furnish and provide MUTCD	LS	\$ 25,000.00	1	1	0.0	\$ -	100%
621000	Mobilization	LS	\$ 42,000.00	1	1	0.0	\$ -	100%
663100	New fire hydrant	EA	\$ 4,000.00	15	15	0.0	\$ -	100%
663105	Remove and dispose of fire hydrant	EA	\$ 700.00	12	12	0.0	\$ -	100%
663726	6-inch PVC Waterline	LF	\$ 36.00	7,600	7520	-80.0	\$ 2,880.00	99%
663772	Lateral water line connection	EA	\$ 1,200.00	10	10	0.0	\$ -	100%
663860	3/4-inch service line replacement	EA	\$ 1,250.00	190	193	3.0	\$ (3,750.00)	102%
663896	6-inch Mainline Gate Valves	EA	\$ 1,100.00	10	10	0.0	\$ -	100%
663933	Adjust existing manhole ring/lid and new concrete collar	EA	\$ 650.00	5	1	-4.0	\$ 2,600.00	20%
801000	Construction staking and surveying	LS	\$ 3,000.00	1	1	0.0	\$ -	100%
207000	8-inch sub-grade preparation	SY	\$ 4.45	3,220	3016	-203.6	\$ 906.02	94%
304180	8-inch base course	SY	\$ 13.46	3,220	6182	2,961.6	\$ (39,863.14)	192%
414120	2-inch thick HMA cold milling	SY	\$ 2.40	4,840	4605	-234.6	\$ 563.04	95%
41700	8-inch thick HMA, 4-inch slurry	SY	\$ 134.00	15	19	4.0	\$ (536.00)	127%
423270	HMA SP-IV 2-inches thick	SY	\$ 12.45	4,840	4623	-217.0	\$ 2,701.65	96%
423270	HMA SP-IV 3-inches thick	SY	\$ 22.23	3,220	3016	-203.6	\$ 4,526.03	94%
608000	Tactile warning device	SF	\$ 36.00	155	194	39.3	\$ (1,414.80)	125%
608104	4-inches thick concrete	SY	\$ 47.00	80	199	119.2	\$ (5,602.40)	249%
608106	6-inches thick concrete with reinforcement	SY	\$ 58.00	240	327	86.8	\$ (5,034.40)	136%
609636	Valley gutter	LF	\$ 58.00	200	190	-10.0	\$ 580.00	95%
609424	Type II curb/gutter	LF	\$ 29.50	400	561	161.5	\$ (4,762.78)	140%
609706	Mountable/Transition curb/gutter	LF	\$ 24.50	105	103	-1.8	\$ 42.88	98%
618000	Furnish and provide MUTCD	LS	\$ 21,000.00	1	1	0.0	\$ -	100%
621000	Mobilization	LS	\$ 39,000.00	1	1	0.0	\$ -	100%
663100	New fire hydrant	EA	\$ 4,500.00	2	2	0.0	\$ -	100%
663105	Remove and dispose of fire hydrant	EA	\$ 700.00	2	2	0.0	\$ -	100%
663726	6-inch PVC Waterline	LF	\$ 36.00	1,620	1627	7.0	\$ (252.00)	100%
663730	10-inch PVC Waterline	LF	\$ 100.00	120	120	0.0	\$ -	100%
663772	Lateral water line connection	EA	\$ 3,500.00	8	11	3.0	\$ (10,500.00)	138%
663855	Adjust existing water valve box and new concrete collar	EA	\$ 450.00	10	3	-7.0	\$ 3,150.00	30%
663896	6-inch Mainline Gate Valves	EA	\$ 1,100.00	6	10	4.0	\$ (4,400.00)	167%
663899	10-inch Mainline Gate Valves	EA	\$ 2,200.00	2	2	0.0	\$ -	100%
663933	Adjust existing manhole ring/lid and new concrete collar	EA	\$ 650.00	6	6	0.0	\$ -	100%
704700	4-inch wide solid white or yellow, hot, thermoplastic pavement marking, 90 mil thick	LF	\$ 1.80	2600	2478	-122.0	\$ 219.60	95%
704764	24-inch wide, solid white, preformed pattern marking	LF	\$ 16.90	900	901	1.0	\$ (16.90)	100%
801000	Construction staking and surveying	LS	\$ 7,000.00	1	1	0.0	\$ -	100%
							\$ (39,273.14)	
Original Contract Amount			\$ 1,503,427.80					
Final In-Place Quantity Amount			\$ 1,542,700.94					
Net Contract Amount Difference			\$ (39,273.14)					
Net Contract Percent (%) Difference			2.61%					

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/2/2016

Report No: 8.

Submitted By: Nancy Jacobs, City Clerk

Subject: Approve granting a waiver of the permit fee for a Special Fireworks Display permit for the July 4th Fireworks Display at the New Mexico Museum of Space History. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the waiver of permit fee.

Background: The New Mexico Museum of Space History will again sponsor the July 4th Fireworks Display and requests that the \$25.00 permit fee be waived. The City Commission has waived the fee for over twenty years.

The Fireworks Display will be on Monday, July 4, 2016 at the NM Museum of Space History.

City of Alamogordo
APPLICATION FOR PERMIT TO SELL OR DISPLAY FIREWORKS

FEE: \$25.00

Applicant's full name: Cathy Harper

Applicant's name of business: New Mexico Museum of Space History

Applicant's business address: POB 5430, Alamogordo, NM 88311

Applicant's business telephone number: 575-437-2840

Applicant's Social Security No.: _____ Date of Birth: _____

Describe Applicant's qualifications to sell fireworks or to display fireworks: Pyroshows of Texas will handle the fireworks show.

Location (street address or legal description of property) where Applicant wishes to sell or display fireworks: Top of Hwy 2001, Alamogordo

Identify the type of structure at the location where Applicant wishes to sell fireworks or to display fireworks, i.e. permanent structure or portable stand: Fireworks show will be shown/displayed from the upper parking lot behind the Pro-tech building at NMSU-A per agreement with the University

Dates and times when Applicant wishes to sell fireworks or to display fireworks (Permits are issued for one year beginning on February 1 of each year and no application is processed from May 10 through July 10 of each year): July 4, 2016, dusk to midnight or July 5 if weather is inclement

Describe the type of fireworks to be sold or to be displayed by Applicant: maximum 6" shells, other sizes smaller than that

Identify the supplier of the fireworks to be sold or to be displayed by Applicant: Pyroshows of Texas, 6601 Nine Mile Azle Road, Fort Worth, TX 76135

Does supplier of fireworks to be sold or to be displayed by Applicant possess a valid license from the State of New Mexico for the handling and sale of fireworks? ☒ YES ☐ NO If YES, provide the following information:

Number and type of license(s) Class B Distributor License #15-4-002

Address of supplier: Pyroshows of Texas, 6601 Nine Mile Azle Road, Fort Worth, TX 76135

Is Applicant qualified to do business in the State of New Mexico? ☒ YES ☐ NO If YES, provide Applicant's New Mexico Tax Identification Number _____

Does Applicant possess a license from the State of New Mexico for the handling and sale of fireworks? ☐ YES ☐ NO If YES, provide number and type of license: _____

Does Applicant possess a valid business registration issued by the City of Alamogordo, New Mexico? ☒ YES ☐ NO If YES, provide number of the business registration: _____

Applicant hereby agrees to observe and obey all laws, Ordinances, rules and regulations of the governments of the United States, the State of New Mexico and the City of Alamogordo, New Mexico, as may be amended from time to time, which are applicable to the sale or display of fireworks. Applicant acknowledges receipt of the City of Alamogordo's Ordinance governing sale/display of fireworks, which was effective at

the time this application was submitted.

APPLICANT

Cathy Harper
(Full name of Applicant)

New Mexico Museum of Space History
(Name of Business)

By: 
(Signature of Authorized Representative)

Cathy J. Harper
(Full name of Authorized Representative)

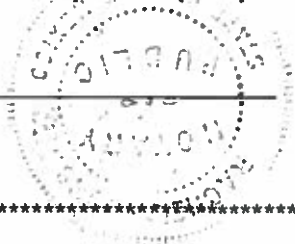
ACKNOWLEDGMENT

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

The foregoing Application for Permit to Sell or Display Fireworks was acknowledged before me this 24th day of May, 2016, by (name) Cathy Harper, (title) Marketing Director, of (name of business) NM Museum of Space History (corporation, a limited partnership or partnership) on behalf of the (corporation, a limited partnership or partnership)

My Commission Expires: 11-16-2016


Notary Public



A non-refundable fee in the amount of Twenty-five Dollars (\$25.00) shall accompany this application.

CITY CLERK'S OFFICE USE ONLY

LICENSING YEAR: February 1, 20____ through January 31, 20____

City License No.____ Date \$25.00 fee Paid:____ Renewal____ Initial____

[REVISED 2008]

PYRO SHOWS OF TEXAS
6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135

Contract Agreement

This Agreement, made this 10th Day of March 2016, by and between PYRO SHOWS OF TEXAS, Inc., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas, and hereinafter referred to as PYRO SHOWS and the INTERNATIONAL SPACE HALL OF FAME FOUNDATION, with its principle place of business located at P.O. Box 5430 Alamogordo, New Mexico 88311-5430 hereinafter referred to as "Customer."

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to customer a firework display (hereinafter "SHOW") pursuant to our custom proposal 16-TX-07-04-CUST-30000-0065 dated the 10th Day of March 2016. The show will be given on the 4th Day of July, 2016. In case of rainout, display show will be held on July 5, 2016.

II. CANCELLATION: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty percent (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

III. SECURITY AREA: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2010 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor, and submitted and approved, to PYRO SHOWS prior to the event.

IV. SITE CLEANUP: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of fireworks debris located in and around fallout zone.

V. INDEMNIFICATION AND HOLD HARMLESS: To the extent permitted by law, Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VI. AMENDMENT & ASSIGNMENT: To the extent permitted by law, this agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

VII. PERMITS AND LICENSES: PYRO SHOWS shall be responsible for and Customer agrees to assist PYRO SHOWS in the acquisition and maintenance of all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. Any expenses for security or stand by fire protection shall be the responsibility of the customer. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.

VIII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS: Except as provided for in Section VII. PERMITS AND LICENSES, promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

IX. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XV, unless this provision is prohibited by law.

X. ADVERTISEMENT AND PROMOTIONS: Customer agrees to state that fireworks display is being provided by Pyro Shows in all advertisements and promotions. Furthermore, Customer agrees to allow Pyro Shows to use sponsors name in Pyro Shows list of clients and any Pyro Shows advertisements and promotions.

XI. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XII. WORKER'S COMPENSATION/EMPLOYEES: PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

XIII. INSURANCE: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer and Customer's Sponsors as additional insured's under the terms of this coverage. Pyro Shows of Texas, Inc. will provide a certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

XIV. PAYMENT TERMS: The INTERNATIONAL SPACE HALL OF FAME FOUNDATION shall pay PYRO SHOWS \$30,000 plus all applicable taxes according to the terms and conditions set forth in the attached Proposal for presenting the Show. Customer shall submit a 50% deposit (\$15,000) upon return of signed contract by April 11, 2016. Balance will be due in PYRO SHOWS office prior to the day of show.

XV. TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be payable to PYRO SHOWS OF TEXAS, INC.

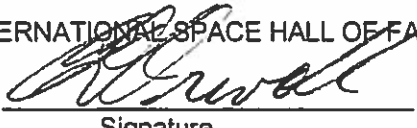
All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____ Date _____
Steve Frantz, Vice President

INTERNATIONAL SPACE HALL OF FAME FOUNDATION

BY:  _____ Date 5.17.16
Signature Print Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

SHELL SUMMARY

**New Mexico Space Museum
Monday, July 04, 2016**

\$30,000.00

<u>SHELL SIZE</u>	<u>MAIN BODY</u>	<u>FINALE</u>	<u>TOTAL</u>
3"	600	400	1000
4"	400	150	550
5"	300	60	360
6"	150	30	180
TOTAL SHELL COUNT			2,090

Fireworks 1.3 G Display
Largest Shell 6"
Safety Radius 420'
Choreographed

COMPANY LICENSE

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

2. **Shopper Lines** | **Bank Lines** | **Bank Lines** | **Bank Lines**

In accordance with the provisions of Title XJ, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FEI.C
Correspondence To 244 Neech Road
 Martinsburg, WV 25405-9431

License Permit
Number **5-TX-439-50-6K-01721**

Chief, Federal Explosives Licensing Center (FELC)

Expiration Date	October 1, 2016
-----------------	-----------------

Name PYRO SHOWS OF TEXAS INC

Premises Address (Changes? Notify the FEIC at least 10 days before the move)

6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135-

Type of License or Permit

50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transfer of or exploration to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explorer or Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit mailed to the licensee or permittee named above to engage in the business or operation specified above. Type or print "License or Permit" below.

Mailing Address (Changes): Notify the FFLC of any changes.

PYRO SHOWS OF TEXAS INC
6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135.

 Licensed Professional Responsible Person Signature

President
Position Title

Michael G. Walden
Printed Name

9.10.2013
Date

FOR NAME ELLER IN CLOSURE

© 2005 Blackwell Publishing Ltd, *Journal of Internal Medicine* 258: 105–112

AT Form 544-13 (2011)
Revised January 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needs Road
Martinsburg, WV 25405-9451

Toll-free Telephone Number: (877) 283-3452
Fax Number: (304) 616-4401
E-mail: FEIC@all.gov

ATF Homepage www.atf.gov

(Change of Address (27 CFR 555.54(d)(1)). Licensees or permittees may, during the term of their current license or permit, remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59) (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License Permit (FEL) Information Card

License Permit Name PYRO SHOWS OF TEXAS INC

Business Name:

License Permit Number 5-TX-439-50-6K-01721

Licence Permit Type **50-MANUFACTURER OF EXPLOSIVES**

Expiration	October 1, 2016
------------	-----------------

Please Note: Not Valid for the Sale or Other Disposition of Explosives

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/8/2016

Report No: 9.

Submitted By: Jan Wafful, CS Admin.
Assistant/ Film Liaison

Subject: Consider, and act upon, the Lodger's Tax Expenditures for Tourism & Travel. (*Jan Wafful, Special Events Manager*)

Fiscal Impact: \$4,000.00
\$32,974.66
Amount Budgeted: \$31,164.37
\$58,535.57
Fund: 016-0001-419.57-93
016-0001-419.56-35

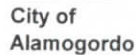
Additional Fiscal Impact:

Recommendation: Approve the recommended expenditures for Tourism & Advertising Promotions

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

Flickinger Center	Tailgate Series/Funded Events Agmt	1,000.00
Flickinger Center	Premier Series/Funded Events Agmt	3,000.00
016-0001-419.57-93	Total	\$4,000.00

Moon Dog Publ.	NM Vacation Directory/Full Pg 4C Ad + Editorial	\$1,710.00
Hayduk & King Adv.Inc.	Media TV Prod. 2016 NMTrue Designs	\$24,317.36
Desert Publications	GuestLife Hotel Book-Full Pg 4C Ad + Bonus Ad	\$3,335.09
Alamogordo Chamber of Commerce	Postage-AARP Fulfillment	\$462.21
FUN and GAMES	CoA Brochure Distribution – 6 mos.	\$300.00
Carlsbad Chamber	NMTDCo-opMktgGrant-AdReimb./CoaFiscalAgent	\$2,850.00
016-0001-419.56-35	Total	\$32,974.66



Finance Inter-Office Form for Accounts Payable

Note: This form is to be used for processing payments through Accounts payable and does NOT take the place of a Purchase Order when required.

If using Vendor #10 - Misc/Must meet Purchasing Criteria

XX Next Check Run

575-437-2202 [Phone]

Department authorized officials are responsible for approval of payments from department line items and ensuring sufficient budget. A check request requires Dept. Director's approval, unless a memo is on file with A/P designating an authorization to a specific manager.

Date: 6.7.16

Finance Director Approval required if \$5,000 or more and/or if paid to an employee

Date:

Event Evaluation Form

July 1, 2015-June 30, 2016

A Program of the Alamogordo Promotion Board through the NM Tourism Department

Please complete all of the sections:

Name of Organization: Flickinger Center for Performing Arts

Name of Event: Premier Series Date Event Held: Oct 2015 – Apr 2016

Contact Person(s): Jim Mack

Phone Number: 575-437-2202 Fax Number: 575-434-0067 Email Address: flickinger@flickingercenter.com

Mailing Address: 1110 New York Ave
Alamogordo, NM 88310

Advertising Expense Report for Fiscal Year 2015-2016

*(ONLY advertising 60 miles and further outside of Otero County will be reimbursed and allowed as matching & Awarded Funding is for advertising (print, website, radio, TV, billboards) only, not postage, envelopes, etc.

	City Funds Expended*	Organization Funds Expended (including in-kind donation values & monetary donations)
Print (ie. Magazines, Newspapers, Flyers, Applications)	\$1100	\$8,834.82
Billboards	_____	_____
Radio/Television	\$1600	\$2,786.75
Website	_____	_____
Other	\$300	_____
	_____	_____
	_____	_____
Total Amount of Advertising	\$3000	\$11,621.57 <u>\$11,561.57</u>

*Reimburse maximum Agreement
Exceeded match by \$5,561.57 plus!*

*Your total amount of
advertising/promotional expenses
must match or exceed City funding total.*

This all invoices, proof of advertising and this report must be submitted
within 90 days following the date of the Event.

July 1, 2015 – June 30, 2016

1. A. How many vendors, event participants, officials from **outside** of Alamogordo attended this event? _137
B. How many vendors, event participants, officials, **from** Alamogordo attended this event? _40
2. A. How many other people attended this event from **outside** of Alamogordo? _324
B. How many other people attended this event **from** Alamogordo? _4300
3. **Total attendance** (including local and out of town) at this event? _4624
4. How many attendees stayed at: _247___ motels/hotels _49___ rv parks ___4464___ home
 ___41___ family/friends ___ other (please explain) _____
5. How many attendees heard about event from: _269___ magazines ___697___ newspaper
 _300___ flyers ___ billboard ___1386___ radio ___ television
 ___975___ other (please list) ___ website _____
6. How many attendees have been to this event before? _2100_____
7. How many attendees plan to return next year for this event? _3600_____
8. If this is an annual event, how can you increase out of town attendance? _better targeted outside area
9. Is there a possibility to incorporate this event with another event to increase attendance and participation?
 _Can use other events to better promote this event
10. How does your organization rate the outcome of this event? _very successful
11. Does your organization plan to hold this event again? _yes
12. How does your organization plan to promote and expand this event? _Adding 15% to marketing budget,
 increasing ads & marketing outside the area more. Particularly with radio and social
13. Other comments: _____

Tim Mack

Typed Name

Signature of Authorizing Official

Executive Director

Title

Date _____

Premier

AGREEMENT

Flickinger Center for the Performing Arts Flickinger Premier Series

THIS AGREEMENT, between Flickinger Center for the Performing Arts, a non-profit corporation 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, 2015 (hereinafter "Agreement") for fiscal year 2015-2016.

WHEREAS, the Flickinger Center for the Performing Arts, has requested that the City pay \$3,000.00 (three thousand dollars) for the purpose of attracting out-of-town visitors to Alamogordo for participation in the Flickinger Premier Series; and,

WHEREAS, the promotions of the Flickinger Premier Series is to include advertising in such a manner as deemed necessary to attract tourists; and,

WHEREAS, the Flickinger Center for the Performing Arts, is consistent with the goals and objectives of the City of Alamogordo; and,

WHEREAS, the City of Alamogordo Promotion Board has recommended that the Flickinger Center for the Performing Arts be funded through the City's Lodgers Tax in the amount of \$3,000.00 (three thousand dollars) ; and;

WHEREAS, the City Commission of the City of Alamogordo has approved the Promotion Board's recommendation and has appropriated \$3,000.00 (three thousand dollars) from the City's Lodgers Tax to help fund the promotion of the Flickinger Premier Series.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties hereto, the City and the Flickinger Center for the Performing Arts, agree as follows:

1. The City shall issue payment to reimburse the Flickinger Center for the Performing Arts, up to the amount of \$3,000.00 (three thousand dollars) upon receipt of copies of ALL paid advertising invoices to be reimbursed and including paid invoices of additional advertising

purchased and in-kind advertising and/or promotional material that match equally or exceed the paid invoices submitted to be reimbursed, and the Event Evaluation Report. All paid invoices must be dated after July 1, 2015 and before June 30, 2016 and copies of all advertisements must be attached to the invoices. Only advertising **60 miles and further** outside of Otero County will be reimbursed and allowed as matching. (Example of match required: Reimbursable invoices equal \$3,000.00. Match must be equal to this reimbursable amount of \$3,000.00 or exceed it, so the total amount of all paid invoices including in-kind advertising and/or promotional material must be at least \$6,000.00. Awarded funding is for advertising (**print, website, radio, tv, billboards**) only. Funding is not allowed for postage, envelopes, etc.

2. City Staff member of the Alamogordo Promotion Board must receive all items listed in paragraph 1 **within 45 days** of the scheduled event date. No funds will be reimbursed **90 days after the scheduled event date** and this agreement will be considered null and void on that date.

3. Flickinger Center for the Performing Arts, shall use such monies solely for the purpose of promoting Flickinger Premier Series through advertising, all types of advertising material must include these:

CREATIVE REQUIREMENTS

This item is a mandatory requirement. Final products that do not meet this requirement will not be eligible for reimbursement.

All creative must be submitted to the NM Tourism Department through the Asset Library and approved **PRIOR** to placement. Creative not approved prior to placement will be deemed non-eligible for reimbursement.

The New Mexico Tourism Department must be acknowledged on all print, electronic (banner, popup, social media, etc.) and television advertising, brochures, billboards, and websites that are funded in part by City of Alamogordo funds by incorporating New Mexico True branding as defined in the brand book guidelines available in the Asset Library at www.nmindustrypartners.org.

4. Flickinger Center for the Performing Arts shall promote the Flickinger Premier Series in the best manner it sees fit.

5. The Flickinger Center for the Performing Arts, 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.

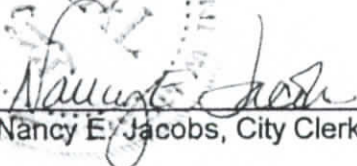
6. Flickinger Center for the Performing Arts, remains an independent contractor and is solely responsible for the payment of debts, any applicable taxes, or other obligations incurred as a result of this Agreement.

City of Alamogordo, New Mexico
a New Mexico municipal corporation

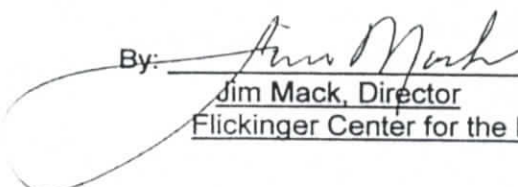
By: 
Maggie Paluch, Assistant City Manager

5.23.16
Date

ATTEST:


Nancy E. Jacobs, City Clerk

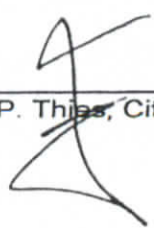
May 20 16
Date

By: 

Jim Mack, Director

Flickinger Center for the Performing Arts

APPROVED AS TO FORM:


Stephen P. Thies, City Attorney



The Ink
P.O. Box 643, Las Cruces, NM 88004
575-520-8752

Statement

Date
01/28/16

Bill To
Flickinger Center
1110 New York Ave.
Alamogordo, NM 88310

Date	Description	Amount	Balance
11/29/15	Balance forward	506.00	506.00
12/14/15	PMT #5404	-506.00	0.00
01/28/16	INV #12725	253.00	253.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$253.00	\$0.00	\$0.00	\$0.00	\$0.00	\$253.00



Statement

The Ink

P.O. Box 643, Las Cruces, NM 88004
575-520-8752

02/26/16

02/26/16

| Bill To

Flickinger Center
1110 New York Ave.
Alamogordo, NM 88310

Date	Description	Amount	Balance
01/28/16	Balance forward	253.00	253.00
02/26/16	INV #12757	455.82	708.82

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$455.82	\$253.00	\$0.00	\$0.00	\$0.00	\$708.82



Invoice

The Ink
P.O. Box 643, Las Cruces, NM 88004
575-541-9770

Date	Invoice No.
08/26/15	12574

Bill To:
Flickinger Center
1110 New York Ave.
Alamogordo, NM 88310

Terms
20th of month

Month(s)	Description	B/W	Color	Amount
September	1/4 Page Color Ad-12 month contract rate		X	237.00
	Tax			16.00
		Total		\$253.00

PREMIER SEASON 2015 - 2016 FLICKINGER



September 12, 2015



October 31, 2015



November 17, 2015



December 15, 2015



January 23, 2016



1110 New York Ave, Alamogordo, NM

PREMIER SERIES



February 14, 2016



March 15, 2016



April 2, 2016



April 11, 2016



April 19, 2016



**SPECIAL
EVENT SHOW**
Sons of the Pioneers
Featuring Roy "Dusty" Rogers Jr.
March 11, 2016 7 PM

Add to your season package
for additional cost.

For Tickets and Pricing, please call **575-437-2202**
www.flickingercenter.com

Flickinger Center is
NEW MEXICO



pastel landscape #1

pastel landscape series by
wayne carl huber, rfa

The Show opens at the Main Street Bistro
during the Art Ramble from 5 to 7pm Friday, September 4
and continues through September 29th, 2015



139 N. Main Street, Downtown Las Cruces

Hours:
Tuesday thru Friday 11am to 9pm
Saturday 9am to 9pm
Sunday 12 noon to 4pm

Call 575-524-5977

Lulu Fine Art Gallery

Mesilla | Lulu Fine Art Gallery, 1800 Avenida de Mesilla Ste. A, continues *Reflections of the Journey*, an exhibit by Renee Popovich, through September 30. Hours are Monday-Saturday 10am-6pm, Sunday 11am-6pm. For details, call 523-4747.



Open Mon-Sat 8 AM to 6 PM
Sun 9 AM to 6 PM



Wine Club • Gift Shop • Wine Tasting
Visitors Center • Las Cruces and
Mesilla Locations Now Open
575.434.0035 • 800.432.0999
www.HeartoftheDesert.com
Eagle Ranch
7288 Hwy 54/70 • Alamogordo, NM

Mesilla

Mesilla | The exhibit, *The Humor of Wall Batterton*, will be featured at the Café de Mesilla during the months of September and October.

Wall Batterton began painting oils, watercolors, doing ceramics, and drawing with collage in Los Angeles in 1960, after completing 4 years at Chouinard Art Institute (now CalArts). He lived in Las Cruces in the late 1980s, and just returned in 2013.

Wall states, "This show is a result of my sense of humor being ignited by all kinds of imagery that one finds constantly in our society."

There will be an opening event on Thursday, September 17 from 5:30-7:30pm.

Café de Mesilla, a coffee shop offering breakfast and lunch as well as gifts, is located at 2190 Avenida de Mesilla (Hwy. 28). For details call 524-0000.





The Ink
P.O. Box 643, Las Cruces, NM 88004
575-520-8752

Invoice

Date	Invoice No.
10/29/15	12648

Bill To:
Flickinger Center
1110 New York Ave.
Alamogordo, NM 88310

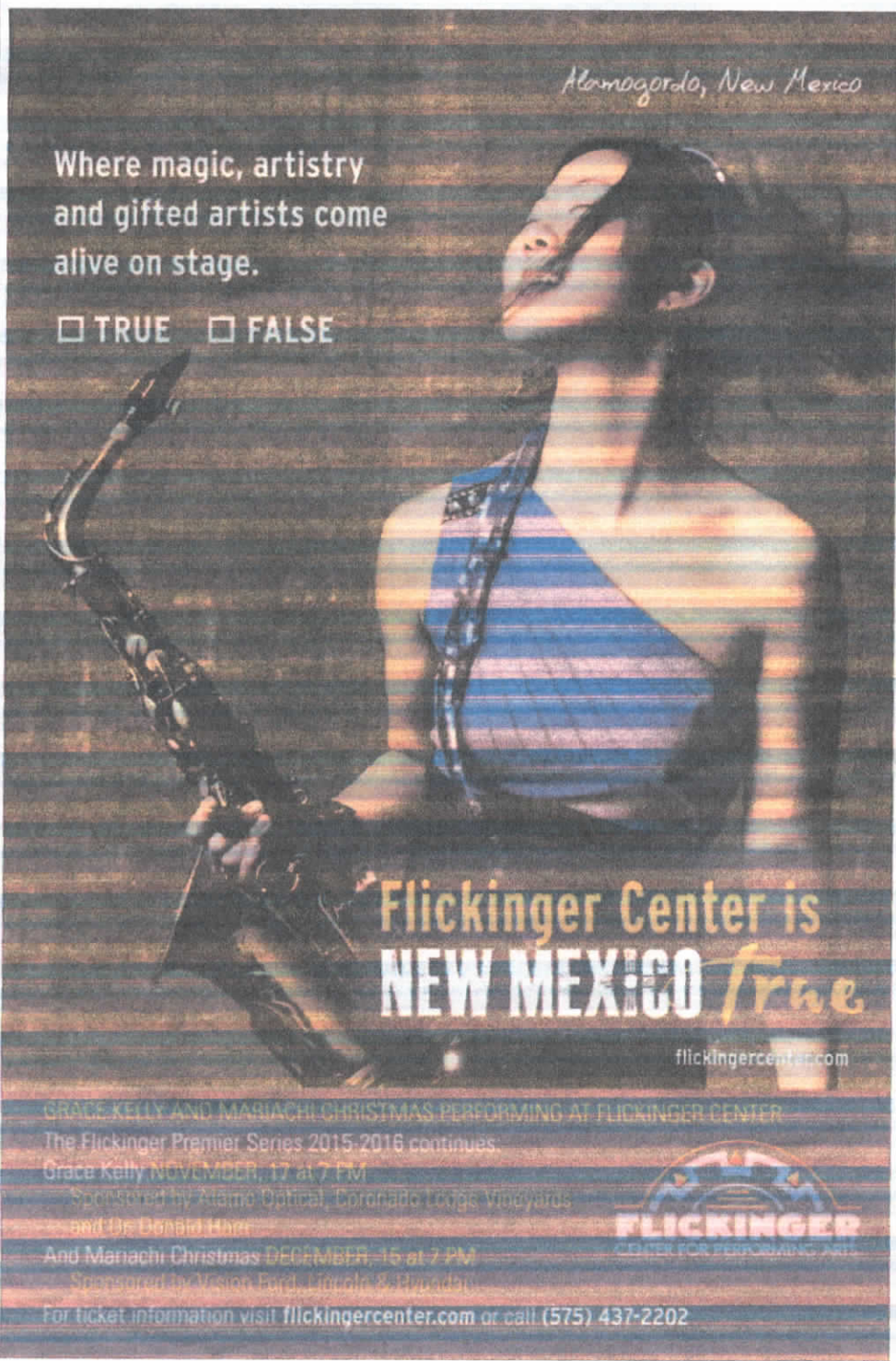
Terms
20th of month

Month(s)	Description	B/W	Color	Amount
November	1/4 Page Color Ad-12 month contract rate		X	237.00
	Tax			16.00
Total				\$253.00

Alamogordo, New Mexico

Where magic, artistry
and gifted artists come
alive on stage.

☐ TRUE ☐ FALSE



**Flickinger Center is
NEW MEXICO True**

flickingercenter.com

GRACE KELLY AND MARIACHI CHRISTMAS PERFORMING AT FLICKINGER CENTER
The Flickinger Premier Series 2015-2016 continues:
Grace Kelly NOVEMBER, 17 at 7 PM
Sponsored by Adame Optical, Coronado Lodge Vineyards
and Dr. Donald Harr
And Mariachi Christmas DECEMBER, 15 at 7 PM
Sponsored by Vision Ford, Llanito & Pareda
For ticket information visit flickingercenter.com or call (575) 437-2202

The Ink

November 2015

Flickinger Center



COURTESY PHOTO/JIMMY KATZ

23-year-old jazz prodigy Grace Kelly will visit Alamogordo Nov. 16-17 to workshop.

Jazz prodigy to visit Alamogordo

HALEY GRAY

ALAMOGORDO DAILY NEWS

Jazz prodigy Grace Kelly, no, not the actress, is coming to Alamogordo Nov. 16 and 17 to perform at the Flickinger Center and to conduct a workshop with local school kids and senior citizens.

Kelly, 23, is a saxophone player, vocalist and composer. She performed with the Boston Pops Orchestra as a teenager after winning an American Society of Composers, Artists and Publishers Award for the album she released at 14.

She'll find herself in the Land of Enchantment later this month primarily to perform at the Frank Morgan Taos Jazz Festival, honoring one of her jazz mentors, and will pay a visit to Alamogordo as she works her way up on a small tour through the state en route to the festival.

Kelly will perform for 250 Alamogordo Public School children and fifty senior citizens at the Flickinger Center, 1100 New York Ave., Monday, Nov. 16. That afternoon she'll head over to Alamogordo High School for a workshop with the



Invoice

The Ink
P.O. Box 643, Las Cruces, NM 88004
575-520-8752

Date	Invoice No.
11/28/15	12692

Bill To:
Flickinger Center
1110 New York Ave.
Alamogordo, NM 88310

1257

Terms
20th of month

Month(s)	Description	B/W	Color	Amount
Dec 15/Jan 16	1/4 Page Color Ad-12 month contract rate		X	237.00T
	1/4 Page Color Ad-12 month contract rate		X	237.00T
	Tax			32.00
		Total		\$506.00

December 2015/January 2016

The Ink

Country music in the desert
is life of a traveling band.

☐ TRUE ☐ FALSE



SAWYER BROWN TO PERFORM AT THE FLICKINGER CENTER

The Flickinger Premier Series 2015-2016 continues

Sawyer Brown JANUARY, 15, 2016 at 8 PM

For ticket information visit flickingercenter.com or call (575) 437-2202

Alamogordo, New Mexico

Flickinger Center is
NEW MEXICO *True*



Where culture, meets mastery,
artists come alive on stage.

☐ TRUE ☐ FALSE



Flickinger Center is
NEW MEXICO *True*

MARIACHI CHRISTMAS AND SAWYER BROWN TO PERFORM AT THE FLICKINGER CENTER

The Flickinger Premier Series 2015-2016 continues

Mariachi Christmas: DECEMBER, 15, 2015 at 7 PM

Sponsored by Vision Ford, Lincoln & Hyundai

Sawyer Brown: JANUARY, 15, 2016 at 8 PM



For ticket information, visit flickingercenter.com or call (575) 437-2202

El Paso Scene

December 2015

December 2015/January 2016

The Ink

Where culture, meets mastery,



Where magic, artistry and gifted
artists come alive on stage.

☐ TRUE ☐ FALSE



Alamogordo, New Mexico



Flickinger Center is
NEW MEXICO *True*

ZOO ZOO & GRACE KELLY TO PERFORM AT THE FLICKINGER CENTER

The Flickinger Premier Series 2015-2016 continues:

Zoo Zoo from Imago Theatre **OCTOBER, 31 AT 7PM**

Sponsored by Southern NM Surgery Center

And Grace Kelly, **NOVEMBER 17 AT 7 PM**

Sponsored by Alamo Optical, Coronado Lodge Vineyards & Dr. Donald Ham

For ticket information visit flickingercenter.com



Luk 1798 Oct

Alamogordo, New Mexico

Where magic, artistry
and gifted artists come
alive on stage.

☐ TRUE ☐ FALSE



Flickinger Center is
NEW MEXICO *True*

flickingercenter.com

GRACE KELLY AND MARIACHI CHRISTMAS PERFORMING AT FLICKINGER CENTER

The Flickinger Premier Series 2015-2016 continues:

Grace Kelly **NOVEMBER, 17** at 7 PM

Sponsored by Alamo Optical, Coronado Lodge Vineyards
and Dr. Donald Ham

And Mariachi Christmas **DECEMBER, 15** at 7 PM

Sponsored by Vision Ford, Lincoln & Hyundai

For ticket information visit flickingercenter.com or call (575) 437-2202



NR 98
1849

Ink
Nov issue

December 2015/January 2016

The Ink

1889 Ink Dec/Jan

Where culture, meets mastery,
artists come alive on stage.

☒ TRUE ☐ FALSE



Flickinger Center is
NEW MEXICO *True*

MARIACHI CHRISTMAS AND SAWYER BROWN TO PERFORM AT THE FLICKINGER CENTER

The Flickinger Premier Series 2015-2016 continues

Mariachi Christmas DECEMBER, 15, 2015 at 7 PM

Sponsored by Vision Ford, Lincoln & Hyundai

Sawyer Brown JANUARY, 15, 2016 at 8 PM

For ticket information visit flickingercenter.com or call (575) 437-2202



Country music in the desert
is life of a traveling band.

Alamogordo, New Mexico

SAWYER BROWN TO PERFORM
AT THE FLICKINGER CENTER

The Flickinger Premier Series 2015-2016 continues

Sawyer Brown

JANUARY, 15, 2016 at 8 PM

For ticket information visit

flickingercenter.com or call (575) 437-2202

Flickinger Center is
NEW MEXICO *True*



1896

Ink

When songs were king and a melody
grabbed your heart for a lifetime

Alamogordo, New Mexico

Cascada de Flores

Flickinger Center is
NEW MEXICO *True*

PREMIER SERIES 2015-2016 CONTINUES
AT THE FLICKINGER CENTER

Cascada de Flores & Chocolate Buffet
February 14, 2016 at 6 PM

Sponsored by Eagle Ranch/Heart of the Desert &
Pat Papson, Farmer's Insurance

A World of Music with Todd Green
February 23, 2016 at 6:30 PM
Adults \$9, 12 & under \$4

Sponsored by Twice Blest Thrift Shop –
a Benefit for Downtown Lions Charities



For ticket information visit
flickingercenter.com or call (575) 437-2202

Ink Feb 1934



Premier Series 2015-2016 Continues at the Flickinger Center:

Sons of the Pioneers with Special Guest "Dusty" Roy Rogers Jr.

March 11, 2016 at 7 PM

Sponsored by Fillmore Eye Clinic, Dr. Parley Fillmore & Coyote Country 92.7 KRSY Radio

Other upcoming Flickinger Center shows:

State Street Ballet, Carmen March 15, 2016 at 7 PM

Barrage 8 April 2, 2016 at 7 PM

Richter - Uzur Duo Monday, April 11 at 7 PM

Cirque Zuma Zuma Tuesday, April 19 at 7 PM



For ticket information visit flickingercenter.com or call (575) 437-2202

~~1974~~ ~~Score~~ March Ink 1974



Alamogordo, New Mexico

Music and dance for all humanity. [TRUE]

Flickinger Center is
NEW MEXICO *True*

Premier Series 2015-2016 Continues at the Flickinger Center

Cirque Zuma Zuma

April 19, 2016 at 7 PM

Sponsored by Desert Sun Auto Group

Other upcoming Flickinger Center shows

Barrage 8 Saturday, April 2 at 7 PM

Richter - Uzur Duo Monday, April 11 at 7 PM

Taj Mahal Sunday, May 29 at 8 PM



For ticket information visit
flickingercenter.com or call (575) 437-2202

2236 Ink



Alamogordo, New Mexico

**Where living legends perform and
become an American institution**

Sons of the Pioneers

**Flickinger Center is
NEW MEXICO *True***

Sons of the Pioneers with special guest "Dusty" Roy Rogers Jr.
& State Street Ballet to perform at the Flickinger Center
Premier Series 2015-2016 Continues at the Flickinger Center

Cascada de Flores & Chocolate Buffet
February 14, 2016 at 6 PM

Sponsored by Eagle Ranch/Heart of the Desert & Pat Papson, Farmer's Insurance

Sons of the Pioneers with
Special Guest "Dusty" Roy Rogers Jr.
March 11, 2016 at 7 PM

Sponsored by Fillmore Eye Clinic, Dr. Parley Fillmore & Coyote Country 92.7 KRSY Radio

State Street Ballet, Carmen
March 15, 2016 at 7 PM

Sponsored by Gerald Champion Regional Medical Center



For ticket information visit

flickingercenter.com or call **(575) 437-2202**



Cristo Rey Communications
Publishers of El Paso Scene
PO Box 13615
El Paso TX 79913

Invoice

Date	Invoice No.
12/01/15	15-865

Bill To
Flickinger Center 1110 New York Ave Alamogordo NM 88310-6924

Payment is due
upon receipt

*If you have questions regarding this
invoice, please call Randy Limbird at
(915) 542-1422*

Item Code	Description	Quantity	Price Each	Amount
Full page	Full page in December 2015 issue of El Paso Scene		1,025.00	1,025.00
Frequency Discount	Frequency Discount		-290.00	-290.00
Color charges	Color		205.80	205.80
Non-Profit	Non-Profit Discount		-147.00	-147.00
1/2 page	1/2 page ad in December 2015 issue of El Paso Scene		650.00	650.00
Frequency Discount	Frequency Discount		-180.00	-180.00
Non-Profit	Non-Profit Discount		-98.00	-98.00
Color charges	Color		137.50	137.50
			Total	\$1,303.30



Cristo Rey Communications
Publishers of El Paso Scene
PO Box 13615
El Paso TX 79913

Invoice

Date	Invoice No.
08/30/15	15-658

Payment is due
upon receipt

Bill To

Flickinger Center
1110 New York Ave
Alamogordo NM 88310-6924

*If you have questions regarding this
invoice, please call Randy Limbird at
(915) 542-1422*

Item Code	Description	Quantity	Price Each	Amount
Sponsorship	Sponsorship of 2015-2016 Performing Arts Guide Includes Full Page Color Ad, 1/2 Page Editorial		1,500.00	1,500.00
			Total	\$1,500.00



Cristo Rey Communications
Publishers of El Paso Scene
PO Box 13615
El Paso TX 79913

Invoice

Date	Invoice No.
08/03/15	15-562

Bill To

Flickinger Center
1110 New York Ave
Alamogordo NM 88310-6924

Payment is due
upon receipt

*If you have questions regarding this
invoice, please call Randy Limbird at
(915) 542-1422*

Item Code	Description	Quantity	Price Each	Amount
Full page	Full page in August 2015 issue of El Paso Scene		1,025.00	1,025.00
Frequency Discount	Frequency Discount		-290.00	-290.00
Color charges	Color		205.80	205.80
Non-Profit	Non-Profit Discount		-147.00	-147.00
			Total	\$793.80



Cristo Rey Communications
Publishers of El Paso Scene
PO Box 13615
El Paso TX 79913

Invoice

Date	Invoice No.
11/02/15	15-794

Bill To
Flickinger Center 1110 New York Ave Alamogordo NM 88310-6924

Payment is due
upon receipt

*If you have questions regarding this
invoice, please call Randy Limbird at
(915) 542-1422*

Item Code	Description	Quantity	Price Each	Amount
1/2 page	1/2 page ad in November 2015 issue of El Paso Scene		650.00	650.00
Color charges	Color		137.20	137.20
Frequency Discount	Frequency Discount		-160.00	-160.00
Non-Profit	Non-Profit Discount		-98.00	-98.00
			Total	\$529.20



Cristo Rey Communications
Publishers of El Paso Scene
PO Box 13615
El Paso TX 79913

Invoice

Date	Invoice No.
10/03/15	15-722

Payment is due
upon receipt

Bill To

Flickinger Center
1110 New York Ave
Alamogordo NM 88310-6924

*If you have questions regarding this
invoice, please call Randy Limbird at
(915) 542-1422*

Item Code	Description	Quantity	Price Each	Amount
1/2 page	1/2 page ad in October 2015 issue of El Paso Scene		650.00	650.00
Color charges	Color		137.20	137.20
Frequency	Frequency Discount		-160.00	-160.00
Discount				
Non-Profit	Non-Profit Discount		-98.00	-98.00
			Total	\$529.20



Cristo Rey Communications
Publishers of El Paso Scene
PO Box 13615
El Paso TX 79913

Invoice

Date	Invoice No.
01/04/16	1600055

Bill To

Flickinger Center
1110 New York Ave
Alamogordo NM 88310-6924

Payment is due
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*If you have questions regarding this
invoice, please call Randy Limbird at
(915) 542-1422*

Item Code	Description	Quantity	Price Each	Amount
1/2 page	1/2 page ad in January 2016 issue of El Paso Scene	3	650.00	1,950.00
Color charges	Color	3	137.50	412.50
Frequency Discount	Frequency Discount	3	-160.00	-480.00
Discounts	Additional Discount	3	-186.40	-559.20
			Total	\$1,323.30



Cristo Rey Communications
Publishers of El Paso Scene
PO Box 13615
El Paso TX 79913

Invoice

Date	Invoice No.
02/29/16	1600185

MAR 7

Payment is due
upon receipt

Bill To
Flickinger Center 1110 New York Ave Alamogordo NM 88310-6924

*If you have questions regarding this
invoice, please call Randy Limbird at
(915) 542-1422*

Item Code	Description	Quantity	Price Each	Amount
1/2 page	1/2 page ad in March 2016 issue of El Paso Scene	2	650.00	1,300.00
Color charges	Color	2	137.50	275.00
Frequency	Frequency Discount	2	-160.00	-320.00
Discount	Discount	2	-186.40	-372.80
Discounts	Note: Special discount for running 2 half-page ads			
			Total	\$882.20

Alamogordo, New Mexico

Where magic, artistry and
gifted artists come alive
on stage.

☐ TRUE ☐ FALSE

Flickinger Center is
NEW MEXICO *True*

flickingercenter.com

ZOO ZOO AND GRACE KELLY PERFORMING AT FLICKINGER CENTER

The Flickinger Premier Series 2015-2016 continues:

Zoo Zoo from Imago Theatre **OCTOBER, 31 at 7 PM**

Sponsored by Southern NM Surgery Center

And Grace Kelly **NOVEMBER, 17 at 7 PM**

Sponsored by Alamo Optical, Coronado Lodge Vineyards and Dr. Donald Ham

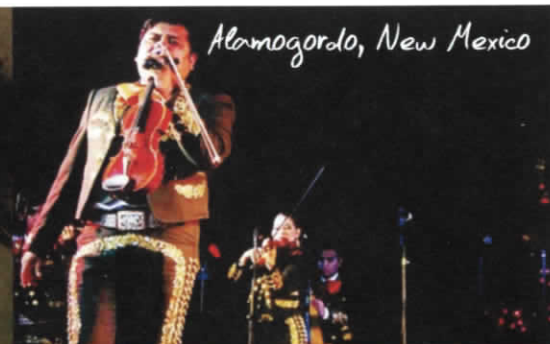
For ticket information visit flickingercenter.com or call (575) 437-2202



1797 EP scene Oct

Where magic, artistry and gifted
artists come alive on stage.

☐ TRUE ☐ FALSE



Alamogordo, New Mexico

Flickinger Center is
NEW MEXICO *True*

GRACE KELLY & MARIACHI CHRISTMAS TO PERFORM AT THE FLICKINGER CENTER

The Flickinger Premier Series 2015-2016 continues:

Grace Kelly **NOVEMBER, 17** at 7 PM

Sponsored by Alamo Optical, Coronado Lodge Vineyards and Dr. Donald Ham

Mariachi Christmas **DECEMBER, 15** at 7 PM

Sponsored by Vision Ford, Lincoln & Hyundai

For ticket information visit flickingercenter.com or call (575) 437-2202



~~1797~~
1848 EP scene
Klor issue

Where culture, meets mastery,
artists come alive on stage.

☒ TRUE ☐ FALSE

Alamogordo, New Mexico

Flickinger Center is
NEW MEXICO *True*

MARIACHI CHRISTMAS AND SAWYER BROWN TO PERFORM AT THE FLICKINGER CENTER

The Flickinger Premier Series 2015-2016 continues:

Mariachi Christmas DECEMBER, 15, 2015 at 7 PM

Sponsored by Vision Ford, Lincoln & Hyundai

Sawyer Brown JANUARY, 15, 2016 at 8 PM

For ticket information visit flickingercenter.com or call (575) 437-2202



Academy of Ballet - Jazz & Tap Show - "Gift of the Magi" on Dec 5 at 7pm and then the ballet production of "The Nutcracker" on Fri, Dec 11 at 7pm; Sat, Dec 12 at 2pm & 7pm; & Sun, Dec 13 at 2pm - purchase tickets for both events at <https://web.tututix.com/client/newmexicodanceandmusic/>

Ep scene 1888 Dec/Jan

Music that takes you to a place you
wish to return to again and again.

Alamogordo, New Mexico

Bettman & Halpin

Flickinger Center is
NEW MEXICO *True*

SAWYER BROWN, BETTMAN & HALPIN AND CASCADA DE FLORES TO PERFORM AT THE FLICKINGER CENTER

Premier Series 2015-2016 Continues at the Flickinger Center

Sawyer Brown

JANUARY, 15, 2016 at 8 PM

Bettman & Halpin

JANUARY, 23, 2016 at 7 PM

Sponsored by John D. Wheeler & Associates

Cascada de Flores & Chocolate Buffet

FEBRUARY, 14, 2016 at 6 PM

Sponsored by Eagle Ranch/Heart of the Desert & Pat Papson, Farmer's Insurance



For ticket information visit flickingercenter.com or call (575) 437-2202

1933 EP scene Jan

Country music in the desert
is the life of a traveling band.

Alamogordo, New Mexico

Sawyer Brown

Flickinger Center is
NEW MEXICO True

SAWYER BROWN, BETTMAN & HALPIN AND CASCADA DE FLORES TO PERFORM AT THE FLICKINGER CENTER

Premier Series 2015-2016 Continues at the Flickinger Center

Sawyer Brown

JANUARY, 15, 2016 at 8 PM

Bettman & Halpin

JANUARY, 23, 2016 at 7 PM

Sponsored by John D. Wheeler & Associates

Cascada de Flores & Chocolate Buffet

FEBRUARY, 14, 2016 at 6 PM

Sponsored by Eagle Ranch/Heart of the Desert & Pat Papson, Farmer's Insurance



For ticket information visit flickingercenter.com or call (575) 437-2202

~~1891~~
~~1891~~

EP Scene
1935

Jan



Alamogordo, New Mexico

When songs were king and a melody
grabbed your heart for a lifetime

Cascada de Flores

Flickinger Center is
NEW MEXICO *True*

CASCADA DE FLORES AND TODD GREEN TO PERFORM AT THE FLICKINGER CENTER

Premier Series 2015-2016 Continues at the Flickinger Center

Cascada de Flores & Chocolate Buffet

February 14, 2016 at 6 PM

Sponsored by Eagle Ranch/Heart of the Desert & Pat Papson, Farmer's Insurance

A World of Music with Todd Green

February 23, 2016 at 6:30 PM Adults \$9, 12 & under \$4

Sponsored by Twice Blest Thrift Shop – a Benefit for Downtown Lions Charities



For ticket information visit flickingercenter.com or call (575) 437-2202

1934

EP scene Jan

Where exquisite choreography,
intricate storytelling and grace
come together.

Alamogordo, New Mexico

State Street Ballet

Flickinger Center is
NEW MEXICO *True*

Premier Series 2015-2016 Continues at the Flickinger Center:

State Street Ballet, "Carmen"

March 15, 2016 at 7 PM

Sponsored by Gerald Champion Regional Medical Center

Other upcoming Flickinger Center shows:

Barrage 8 April 2, 2016 at 7 PM

Richter - Uzur Duo Monday, April 11 at 7 PM

Cirque Zuma Zuma Tuesday, April 19 at 7 PM



For ticket information visit flickingercenter.com or call (575) 437-2202

EP Scene March



Sons of the Pioneers

Flickinger Center is
NEW MEXICO True

Alamogordo, New Mexico

Premier Series 2015-2016 Continues at the Flickinger Center:

Sons of the Pioneers with Special Guest "Dusty" Roy Rogers Jr.

March 11, 2016 at 7 PM

Sponsored by Fillmore Eye Clinic, Dr. Parley Fillmore & Coyote Country 92.7 KRSY Radio

Other upcoming Flickinger Center shows:

State Street Ballet, Carmen March 15, 2016 at 7 PM

Barrage 8 April 2, 2016 at 7 PM

Richter - Uzur Duo Monday, April 11 at 7 PM

Cirque Zuma Zuma Tuesday, April 19 at 7 PM



For ticket information visit flickingercenter.com or call (575) 437-2202

1974 EP scene March

Music and dance for all humanity. [TRUE]

Alamogordo, New Mexico



Flickinger Center is
NEW MEXICO *True*

Premier Series 2015-2016 Continues at the Flickinger Center

Cirque Zuma Zuma

April 19, 2016 at 7 PM

Sponsored by Desert Sun Auto Group

Other upcoming Flickinger Center shows

Barrage 8

Richter - Uzur Duo

Taj Mahal

Saturday, April 2 at 7 PM

Monday, April 11 at 7 PM

Sunday, May 29 at 8 PM



For ticket information visit flickingercenter.com or call (575) 437-2202

2237 EP Scene

Country music in the desert
is the life of a traveling band.

☐ TRUE ☐ FALSE



Flickinger Center is
NEW MEXICO *true*

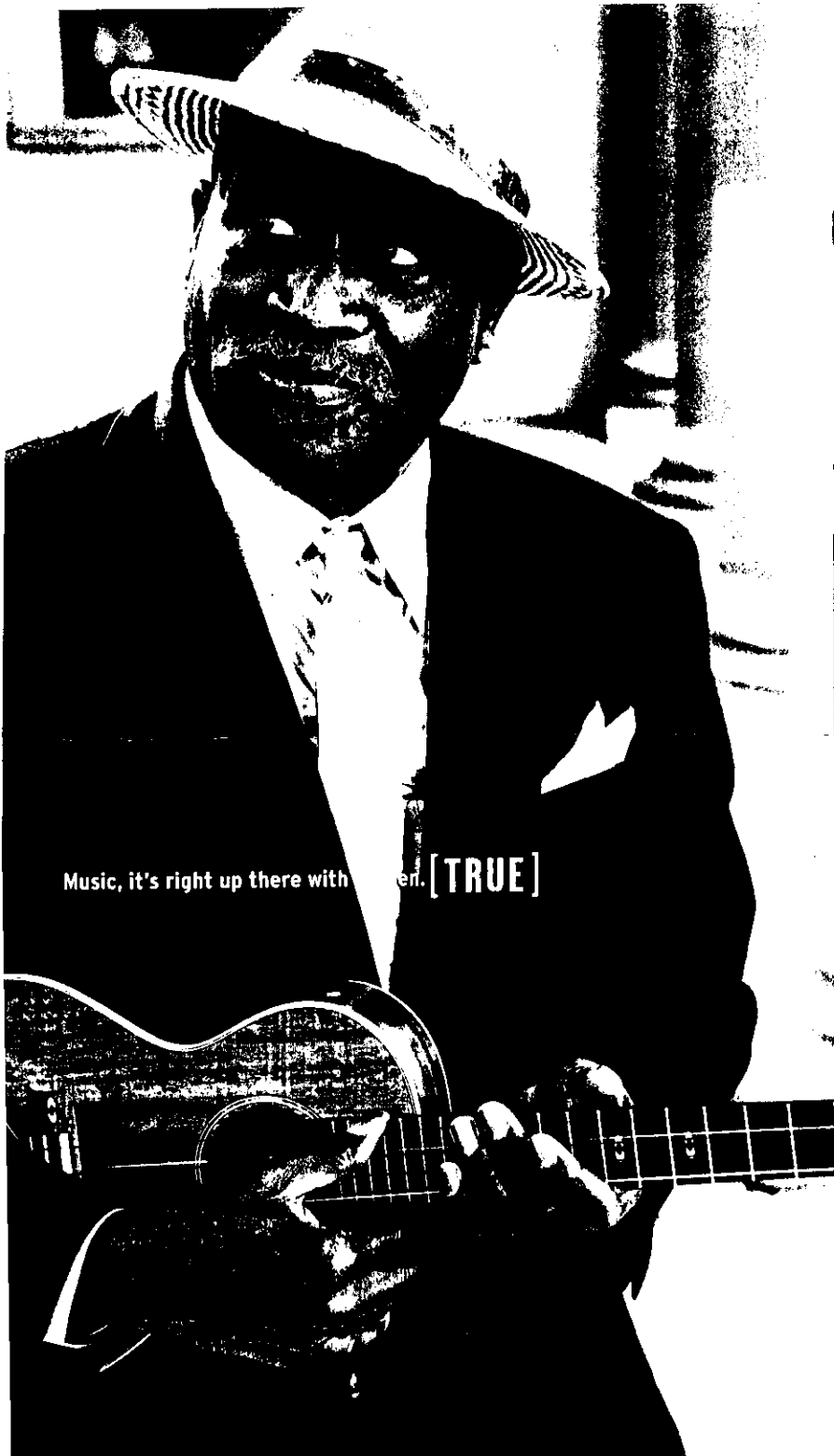
SAWYER BROWN TO PERFORM AT THE FLICKINGER CENTER
The Flickinger Premier Series 2015-2016 continues:

Sawyer Brown JANUARY, 15, 2016 at 8 PM

For ticket information visit flickingercenter.com or call (575) 437-2202



1985 El Siene Dec
1891



Music, it's right up there with **[TRUE]**



Premier Series 2015-2016 Continues
at the Flickinger Center

Taj Mahal

Sunday, May 29, 2016 at 8 PM

Other upcoming Flickinger Center shows

Barrage 8

Saturday, April 2 at 7 PM

Hamilton Real Estate & Alamogordo Physical Therapy

Richter - Uzur Duo

Monday, April 11 at 7 PM

Sponsored by First National Bank

Cirque Zuma Zuma

Tuesday, April 19, 2016 at 7 PM

Sponsored by Desert Sun Auto Group

Flickinger Center is
NEW MEXICO *true*



For ticket information visit
flickingercenter.com or call (575) 437-2202

2243 April
of 1996

Statement of Account

BravoMic
Communications, LLC
bravomicro.com

Statement Date: 01/31/2016
Aged As Of: 01/31/2016
Page: 1

FEB 16

Advertiser: Flickinger Center for Perform
1110 New York Ave
Alamogordo, NM 88310

Transaction Number	Transaction Date	Contract Number	Station	Check Number	Net Amount	Applied Amount	Net Due
IN-1151221707	12/27/2015	5773	KXPZ-FM		\$166.80		\$166.80
IN-1160122238	01/31/2016	5897	KXPZ-FM		\$272.95		\$272.95

0 - 30 days	31 - 60 days	61 - 90 days	91 - 120 days	121+ days	Net Due
\$272.95	\$166.80	\$0.00	\$0.00	\$0.00	\$439.75

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



0

Thank you. Your order has been received.

ORDER NUMBER:	DATE:	TOTAL:	PAYMENT METHOD:
2469	April 13, 2016	\$439.75	Credit Card

Product:

Total

Make a Payment × 1

INVOICE NUMBER Invoice Number:	1109372202	\$166.89
--------------------------------	------------	----------

Make a Payment × 1

INVOICE NUMBER Invoice Number:	1109372238	\$272.95
--------------------------------	------------	----------

Subtotal:

\$439.75

Payment Method:

Credit Card

Total:

\$439.75

*on line
payment*

Email: accounts payable@fidelingercenter.com

Telephone: 5754372202

iHeartMedia El Paso Market
KHEY-AM, KHEY-FM, KPRR-FM, KTSM-AM
KTSM-FM
Kristina Sanchez
Remit To: iHeartMedia
P.O. Box 847294
Dallas, TX 75284
Phone: (520)618-2137

001971
C21006574

Invoice No: 1002816251

FLICKINGER CENTER

00197



1110 New York Ave
Alamogordo, NM 88310-6924

Advertiser No.: 2212

FLICKINGER CENTER

Order: 1102817080

Co-op: No

Invoice Date: 01/17/2016

Payment Due: 02/16/2016

AE: Hassan, Loreli

Billing Type: Calendar

Note 1: KHEY FM

CPE

Invoice Summary:

No. of Spots/Misc:	81/0
Gross Spot Billing:	\$1,737.00
Agency Commission:	\$0.00
Net Spot Billing:	\$1,737.00

This invoice is in accordance with the official log and the announcements/programs indicated below were aired on the dates and the times shown. Per your advertising agreement, the actual times may have run within 10 minutes of the scheduled time.

Market: El Paso

Station: KHEY-FM

Order Line	Days	By Week	Revenue Type	Ordered	Bind To				Rate
1	WThFSSn	7	Local-Direct	Commercial	06:00:00-19:00:00				\$15.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	Swayer Brown / Swayer Brown				01/01/16	04:48 PM	15		\$15.00
	Swayer Brown / Swayer Brown				01/02/16	08:43 AM	15		\$15.00
	Swayer Brown / Swayer Brown				01/03/16	11:49 AM	15		\$15.00
2	MTWThFSSn	8	Local-Direct	Commercial	06:00:00-19:00:00				\$14.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	Swayer Brown / Swayer Brown				01/04/16	06:53 AM	15		\$14.00
	Swayer Brown / Swayer Brown				01/04/16	03:49 PM	15		\$14.00
	Swayer Brown / Swayer Brown				01/05/16	11:42 AM	15		\$14.00
	Swayer Brown / Swayer Brown				01/06/16	02:14 PM	15		\$14.00
	Swayer Brown / Swayer Brown				01/07/16	03:45 PM	15		\$14.00
	Swayer Brown / Swayer Brown				01/08/16	04:17 PM	15		\$14.00
	Swayer Brown / Swayer Brown				01/09/16	06:43 AM	15		\$14.00
	Swayer Brown / Swayer Brown				01/10/16	10:12 AM	15		\$14.00
3	MTWThF	18	Local-Direct	Commercial	06:00:00-19:00:00				\$15.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	Swayer Brown / Swayer Brown				01/11/16	06:15 AM	15		\$15.00
	Swayer Brown / Swayer Brown				01/11/16	10:45 AM	15		\$15.00
	Swayer Brown / Swayer Brown				01/11/16	12:16 PM	15		\$15.00
	Swayer Brown / Swayer Brown				01/11/16	03:14 PM	15		\$15.00
	Swayer Brown / Swayer Brown				01/11/16	03:47 PM	15		\$15.00
	Swayer Brown / Swayer Brown				01/12/16	06:15 AM	15		\$15.00
	Swayer Brown / Swayer Brown				01/12/16	08:19 AM	15		\$15.00
	Swayer Brown / Swayer Brown				01/12/16	11:45 AM	15		\$15.00
	Swayer Brown / Swayer Brown				01/12/16	01:47 PM	15		\$15.00
	Swayer Brown / Swayer Brown				01/12/16	04:15 PM	15		\$15.00
	Swayer Brown / Swayer Brown				01/13/16	07:47 AM	15		\$15.00
	Swayer Brown / Swayer Brown				01/13/16	10:50 AM	15		\$15.00
	Swayer Brown / Swayer Brown				01/13/16	05:16 PM	15		\$15.00
	Swayer Brown / Swayer Brown				01/14/16	01:46 PM	15		\$15.00
	Swayer Brown / Swayer Brown				01/14/16	05:18 PM	15		\$15.00
	Swayer Brown / Swayer Brown				01/15/16	06:34 AM	15		\$15.00
	Swayer Brown / Swayer Brown				01/15/16	11:48 AM	15		\$15.00
	Swayer Brown / Swayer Brown				01/15/16	02:46 PM	15		\$15.00
4	MTWThFSSn	8	Local-Direct	Commercial	06:00:00-19:00:00				\$25.00



Market: El Paso

Station: KHEY-FM

Order Line	Days	By Week	Revenue Type	Ordered	Bind To					Rate
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>		<u>RATE</u>
	Swayer Brown / Swayer Brown				01/04/16	06:19 AM	30			\$25.00
	Swayer Brown / Swayer Brown				01/04/16	03:16 PM	30			\$25.00
	Swayer Brown / Swayer Brown				01/04/16	05:16 PM	30			\$25.00
	Swayer Brown / Swayer Brown				01/06/16	01:15 PM	30			\$25.00
	Swayer Brown / Swayer Brown				01/07/16	03:16 PM	30			\$25.00
	Swayer Brown / Swayer Brown				01/08/16	05:17 PM	30			\$25.00
	Swayer Brown / Swayer Brown				01/09/16	06:45 PM	30			\$25.00
	Swayer Brown / Swayer Brown				01/10/16	08:15 AM	30			\$25.00
5	MTWThF	24	Local-Direct	Commercial	06:00:00-19:00:00					\$30.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>		<u>RATE</u>
	Swayer Brown / Swayer Brown				01/11/16	08:34 AM	30			\$30.00
	Swayer Brown / Swayer Brown				01/11/16	01:15 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/11/16	05:20 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/11/16	05:50 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/11/16	06:49 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/12/16	07:18 AM	30			\$30.00
	Swayer Brown / Swayer Brown				01/12/16	10:13 AM	30			\$30.00
	Swayer Brown / Swayer Brown				01/12/16	02:17 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/12/16	03:13 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/12/16	03:44 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/12/16	06:15 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/13/16	06:16 AM	30			\$30.00
	Swayer Brown / Swayer Brown				01/13/16	06:46 AM	30			\$30.00
	Swayer Brown / Swayer Brown				01/13/16	12:15 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/13/16	02:15 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/14/16	08:20 AM	30			\$30.00
	Swayer Brown / Swayer Brown				01/14/16	01:17 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/14/16	03:15 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/14/16	03:49 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/14/16	06:15 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/15/16	09:29 AM	30			\$30.00
	Swayer Brown / Swayer Brown				01/15/16	03:14 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/15/16	03:45 PM	30			\$30.00
	Swayer Brown / Swayer Brown				01/15/16	05:47 PM	30			\$30.00
6	TWThFSSn	10	Local-Direct	Commercial	06:00:00-19:00:00					\$14.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>		<u>RATE</u>

Market: El Paso

Station: KHEY-FM

Order Line	Days	By Week	Revenue Type	Ordered	Bind To				Rate
	Swayer Brown / Swayer Brown				01/05/16 10:42 AM	15			\$14.00
	Swayer Brown / Swayer Brown				01/05/16 04:14 PM	15			\$14.00
	Swayer Brown / Swayer Brown				01/06/16 12:19 PM	15			\$14.00
	Swayer Brown / Swayer Brown				01/06/16 06:15 PM	15			\$14.00
	Swayer Brown / Swayer Brown				01/07/16 07:37 AM	15			\$14.00
	Swayer Brown / Swayer Brown				01/07/16 02:16 PM	15			\$14.00
	Swayer Brown / Swayer Brown				01/08/16 10:15 AM	15			\$14.00
	Swayer Brown / Swayer Brown				01/08/16 03:14 PM	15			\$14.00
	Swayer Brown / Swayer Brown				01/09/16 05:13 PM	15			\$14.00
	Swayer Brown / Swayer Brown				01/10/16 10:43 AM	15			\$14.00
7	TWThFSSn	10	Local-Direct	Commercial	06:00:00-19:00:00				\$25.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	Swayer Brown / Swayer Brown				01/05/16	08:51 AM	30		\$25.00
	Swayer Brown / Swayer Brown				01/05/16	03:14 PM	30		\$25.00
	Swayer Brown / Swayer Brown				01/06/16	02:42 PM	30		\$25.00
	Swayer Brown / Swayer Brown				01/06/16	04:16 PM	30		\$25.00
	Swayer Brown / Swayer Brown				01/07/16	06:32 AM	30		\$25.00
	Swayer Brown / Swayer Brown				01/07/16	06:48 PM	30		\$25.00
	Swayer Brown / Swayer Brown				01/08/16	06:33 AM	30		\$25.00
	Swayer Brown / Swayer Brown				01/08/16	02:14 PM	30		\$25.00
	Swayer Brown / Swayer Brown				01/09/16	04:44 PM	30		\$25.00
	Swayer Brown / Swayer Brown				01/10/16	12:46 PM	30		\$25.00
Totals for Station:		KHEY-FM	No. of Spots/Misc: 81/0		Gross Amt:		\$1,737.00		
Totals for Market:		El Paso	No. of Spots/Misc: 81/0		Gross Amt:		\$1,737.00		
Totals for Invoice:			No. of Spots/Misc: 81/0		Gross Amt:		\$1,737.00		

iHeartMedia El Paso Market
KHEY-AM, KHEY-FM, KPRR-FM, KTSM-AM
KTSM-FM
Kristina Sanchez
Remit To: iHeartMedia
P.O. Box 847294
Dallas, TX 75284
Phone: (520)618-2137

0054811
C05024452

Invoice No: 1002815881

FLICKINGER CENTER

00548



1110 New York Ave
Alamogordo, NM 88310-6924

Advertiser No.: 2212
FLICKINGER CENTER

Order: 1102817080

Co-op: No

Invoice Date: 12/31/2015

Payment Due: 01/30/2016

AE: Hassan, Loreli

Billing Type: Calendar

Note 1: KHEY FM

CPE

Invoice Summary:

No. of Spots/Misc:	4/0
Gross Spot Billing:	\$60.00
Agency Commission:	\$0.00
Net Spot Billing:	\$60.00

This invoice is in accordance with the official log and the announcements/programs indicated below were aired on the dates and the times shown. Per your advertising agreement, the actual times may have run within 10 minutes of the scheduled time.

Market: El Paso

Station: KHEY-FM

Order Line	Days	By Week	Revenue Type	Ordered	Bind To					Rate
1	WThFSSn	7	Local-Direct	Commercial	06:00:00-19:00:00					\$15.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>	
	Swayer Brown / Swayer Brown				12/30/15	06:15 PM	15		\$15.00	
	Swayer Brown / Swayer Brown				12/30/15	06:47 PM	15		\$15.00	
	Swayer Brown / Swayer Brown				12/31/15	02:16 PM	15		\$15.00	
	Swayer Brown / Swayer Brown				12/31/15	03:18 PM	15		\$15.00	
Totals for Station:		KHEY-FM	No. of Spots/Misc: 4/0			Gross Amt:			\$60.00	
Totals for Market:		El Paso	No. of Spots/Misc: 4/0			Gross Amt:			\$60.00	
Totals for Invoice:			No. of Spots/Misc: 4/0			Gross Amt:			\$60.00	

KBUY/ KWES RADIO
P.O. BOX 39
RUIDOSO, NM 88355
(575) 258-2222 FAX 258-2224

KWES/KBUY Statement of Account

Account ID: 0059
Statement Date: 1/31/2016
Account Rep: Rich Allen

Please Pay This Amount \$550.00

Amount Paid: _____

FLICKINGER THEATER
1110 NEW YORK AVE
ALAMOGORDO, NM 88310

The parties to this advertising agreement affirm that nothing in this agreement, or any of the action, benefit and obligations relating to it discriminate in any way on the basis of race or ethnicity

Sponsor: Flickinger Theater

Page 1

Reference	Date	Type	Description	Amount	Balance
15120109	12/31/2015	INV	Invoice: KBUY 0059-017 Flickinger Theater [1-Package / 10 :30 Spots]	100.00	100.00
15120214	12/31/2015	INV	Invoice: KWES 0059-016 Flickinger Theater [1 Package / 45 :30 Spots]	100.00	100.00
16010119	1/31/2016	INV	Invoice: KWES 0059-018 Flickinger Theater [1-Package / 30 :30 Spots]	350.00	350.00
16010120	1/31/2016	INV	Invoice: KBUY 0059-018 Flickinger Theater [1-Package / 30 :30 Spots]	0.00	0.00
Statement Total:					550.00

FEB 1 2016

Please Pay This Amount

550.00

Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Total Due
350.00	200.00				550.00



THE WEST KWES 93.5 FM
PO Box 39
RUIDOSO, NM 88355
(575) 258-2222 FAX: 258-2224

KWES Invoice

Invoice ID: 16010119
Invoice Date: 1/31/2016
Account ID: 0059
Order ID: 0059-018
Account Rep: Rich Allen

Amount Due: \$350.00

Amount Paid: _____

FLICKINGER THEATER
1110 NEW YORK AVE
ALAMOGORDO, NM 88310

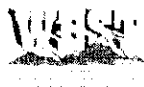
*** DUE UPON RECEIPT ***

Sponsor: Flickinger Theater
Flickinger Theater

Page 1

Date	Description	Times						Cost
1/7/2016	:30 Spot	07:18 AM	09:40 AM	10:40 AM	03:50 PM			[Package]
1/8/2016	:30 Spot	08:18 AM	12:18 PM	02:18 PM	04:40 PM			[Package]
1/11/2016	:30 Spot	06:40 AM	09:40 AM	11:18 AM	01:18 PM			[Package]
1/12/2016	:30 Spot	08:40 AM	10:40 AM	12:40 PM	06:18 PM			[Package]
1/13/2016	:30 Spot	07:18 AM	02:18 PM	05:18 PM	05:40 PM			[Package]
1/14/2016	:30 Spot	06:18 AM	10:18 AM	11:18 AM	04:18 PM	05:29 PM		[Package]
1/15/2016	:30 Spot	12:18 PM	01:18 PM	02:40 PM	03:40 PM	06:18 PM		[Package]
1/31/2016	Package							350.00
30 Total Items		Total Cost:						350.00

Amount Due: **350.00**



THE WEST KWES 93.5 FM
PO Box 39
RUIDOSO, NM 88355
(575) 258-2222 FAX: 258-2224

KWES Invoice

Invoice ID: 15120214
Invoice Date: 12/31/2015
Account ID: 0059
Order ID: 0059-016
Account Rep: Rich Allen

Amount Due: \$100.00

Amount Paid: _____

FLICKINGER THEATER
1110 NEW YORK AVE
ALAMOGORDO, NM 88310

*** DUE UPON RECEIPT ***

Sponsor: Flickinger Theater for P.O. / Estimate # Sawyer Brown
Flickinger Theater

Page 1

Date	Description	Times			Cost
12/1/2015	:30 Spot	06:18 AM	12:18 PM	05:18 PM	[Package]
12/2/2015	:30 Spot	10:18 AM	11:40 AM	06:40 PM	[Package]
12/3/2015	:30 Spot	08:18 AM	10:50 AM	01:40 PM	[Package]
12/4/2015	:30 Spot	02:18 PM	04:40 PM	04:50 PM	[Package]
12/5/2015	:30 Spot	11:18 AM	12:40 PM	03:40 PM	[Package]
12/6/2015	:30 Spot	07:58 AM	09:35 AM	01:18 PM	[Package]
12/7/2015	:30 Spot	06:40 AM	10:50 AM	06:40 PM	[Package]
12/8/2015	:30 Spot	11:18 AM	02:18 PM	04:18 PM	[Package]
12/9/2015	:30 Spot	08:40 AM	01:40 PM	05:40 PM	[Package]
12/10/2015	:30 Spot	08:40 AM	12:40 PM	03:40 PM	[Package]
12/11/2015	:30 Spot	08:40 AM	10:40 AM	06:50 PM	[Package]
12/12/2015	:30 Spot	07:18 AM	02:18 PM	06:40 PM	[Package]
12/13/2015	:30 Spot	07:30 AM	01:18 PM	05:18 PM	[Package]
12/14/2015	:30 Spot	09:40 AM	12:18 PM	03:18 PM	[Package]
12/15/2015	:30 Spot	07:40 AM	10:40 AM	06:18 PM	[Package]
12/31/2015	Package				100.00
45 Total Items		Total Cost:			100.00

Amount Due: **100.00**

KBUY 1360 AM
 PO Box 39
 RUIDOSO, NM 88355
 (575)258-2222 FAX: 258-2224

KBUY Invoice

Invoice ID: 15120109
 Invoice Date: 12/31/2015
 Account ID: 0059
 Order ID: 0059-017
 Account Rep: Rich Allen

Amount Due: \$100.00

Amount Paid: _____

FLICKINGER THEATER
 1110 NEW YORK AVE
 ALAMOGORDO, NM 88310

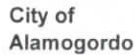
 *** DUE UPON RECEIPT ***

Sponsor: Flickinger Theater for P.O./Estimate # Sawyer Brown
 Flickinger Theater

Page 1

Date	Description	Times	Cost
12/4/2015	:30 Spot	12:37 PM 06:37 PM	[Package]
12/5/2015	:30 Spot	06:00 AM 01:37 PM	[Package]
12/11/2015	:30 Spot	10:37 AM 04:47 PM	[Package]
12/12/2015	:30 Spot	11:37 AM 05:37 PM	[Package]
12/14/2015	:30 Spot	12:37 PM 03:37 PM	[Package]
12/31/2015	Package		100.00
10 Total Items		Total Cost:	100.00

Amount Due: **100.00**



Finance Inter-Office Form for Accounts Payable

City of Alamogordo [Department Name]

VENDOR NUMBER: 4023

If using Vendor #10 - Misc/Must meet Purchasing Criteria

J Wafful [Prepared by]

Date of this Request:

Date Check Needed: 06/03/16

XX Next Check Run

T0 Flickinger Center for Performing Arts [VENDOR Name]

Attn: Jim Mack [Attention:Name if appl]

1110 New York Avenue [Street Address]

Alamogordo, NM 88310 [City, ST ZIP Code]

575-437-2202 [Phone]

SPECIAL INSTRUCTIONS FOR CHECK PROCESSING:

Copy of check to:

Give Check to:

Other:

Department authorized officials are responsible for approval of payments from department line items and ensuring sufficient budget. A check request requires Dept. Director's approval, unless a memo is on file with A/P designating an authorization to a specific manager.

SUBTOTAL	\$ 1,000.00
SALES TAX	-
TOTAL	\$ 1,000.00

Department Approval: H. San Habbul

Date: 6/03/16

Director Approval (if appl):

Date: 6.7.16

Finance Director Approval required if \$5,000 or more and/or if paid to an employee

FINANCE DIRECTOR APPROVAL:

Date: _____

Event Evaluation Form

July 1, 2015-June 30, 2016

A Program of the Alamogordo Promotion Board through the NM Tourism Department

Please complete all of the sections:

Name of Organization: Flickinger Center for Performing Arts

Name of Event: Tailgate Series

Date Event Held: June 2015 – September 2015

Contact Person(s): Jim Mack

Phone Number: 437-2202 Fax Number: 434-0067 Email Address: flickinger@flickingercenter.com

Mailing Address: 1110 New York Ave

Alamogordo, NM 88310

Advertising Expense Report for Fiscal Year 2015-2016

*(ONLY advertising 60 miles and further outside of Otero County will be reimbursed and allowed as matching & Awarded Funding is for advertising (print, website, radio, TV, billboards) only, not postage, envelopes, etc.

	City Funds Expended	Organization Funds Expended (including in-kind donation values & monetary donations)
Print (ie. Magazines, Newspapers, Flyers, Applications)	\$ <u>300.00</u>	\$ <u>1262.33</u>
Billboards	_____	_____
Radio/Television	\$ <u>700.00</u>	<u>1,131.76</u>
Website	_____	_____
Other	_____	_____
	_____	_____
	_____	_____
Total Amount of Advertising	\$ <u>1,000.00</u> ✓ OK	\$ <u>2,394.09</u> ✓

Verified / exceeded match!
jkw

Your total amount of
advertising/promotional expenses
must match or exceed City funding total.

This all invoices, proof of advertising and this report must be submitted
within 90 days following the date of the Event.

Event Evaluation Form - Page 2

July 1, 2015 – June 30, 2016

A Program of the Alamogordo Promotion Board through the NM Department of Tourism

Please complete the following information for our records and submit this form with your requests for reimbursement. In order for your organization to be considered for future funding, this form must be turned in to the Alamogordo Promotion Board.

1. A. How many vendors, event participants, officials from **outside** of Alamogordo attended this event? 31
B. How many vendors, event participants, officials, **from** Alamogordo attended this event? 68
2. A. How many other people attended this event from **outside** of Alamogordo? 24
B. How many other people attended this event **from** Alamogordo? 1,995
3. **Total attendance** (including local and out of town) at this event? 2,118
4. How many attendees stayed at: 18 motels/hotels 7 rv parks 2,087 home 6 family/friends _____
5. How many attendees heard about event from: _____60_____magazines _____680_____newspaper
_____flyers _____8_____billboard _____1,070_____radio _____22_____television
_____300_____other (please list) mailed out 800 brochures, 150 outside of Otero County
6. How many attendees have been to this event before? 2,000
7. How many attendees plan to return next year for this event? 2,100
8. If this is an annual event, how can you increase out of town attendance? Better targeted ads, increased ads, co-op ads, greater Social media out reach, re-focused TV ads, new mailing lists
9. Is there a possibility to incorporate this event with another event to increase attendance and participation?
We are talking with event hosts in Cloudcroft, Carrizozo and Tularosa looking at additional events and coordinating with other events on the same day but at earlier times to allow for day long activity in town.
10. How does your organization rate the outcome of this event? Successful, we meet our goals
11. Does your organization plan to hold this event again? Yes
12. How does your organization plan to promote and expand this event? We are planning other events around the Tailgate Series at which we will promote Tailgate. We are also increasing our mailings to include additional mailings outside the Otero area.
13. Other comments: _____

Tim Mack

Typed Name

Tim Mack

Signature of Authorizing Official

Executive Director

Title

15 May 2016

Date

Tailgate

AGREEMENT

Flickinger Center for the Performing Arts Flickinger Tailgate Series

THIS AGREEMENT, between Flickinger Center for the Performing Arts, a non-profit corporation 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, 2015 (hereinafter "Agreement") for fiscal year 2015-2016.

WHEREAS, the Flickinger Center for the Performing Arts, has requested that the City pay \$1,000.00 (one thousand dollars) for the purpose of attracting out-of-town visitors to Alamogordo for participation in the Flickinger Tailgate Series; and,

WHEREAS, the promotions of the Flickinger Tailgate Series is to include advertising in such a manner as deemed necessary to attract tourists; and,

WHEREAS, the Flickinger Center for the Performing Arts, is consistent with the goals and objectives of the City of Alamogordo; and,

WHEREAS, the City of Alamogordo Promotion Board has recommended that the Flickinger Center for the Performing Arts be funded through the City's Lodgers Tax in the amount of \$1,000.00 (one thousand dollars) ; and;

WHEREAS, the City Commission of the City of Alamogordo has approved the Promotion Board's recommendation and has appropriated \$1,000.00 (one thousand dollars) from the City's Lodgers Tax to help fund the promotion of the Flickinger Tailgate Series.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties hereto, the City and the Flickinger Center for the Performing Arts, agree as follows:

1. The City shall issue payment to reimburse the Flickinger Center for the Performing Arts, up to the amount of \$1,000.00 (one thousand dollars) upon receipt of copies of ALL paid advertising invoices to be reimbursed and including paid invoices of additional advertising

purchased and in-kind advertising and/or promotional material that match equally or exceed the paid invoices submitted to be reimbursed, and the Event Evaluation Report. All paid invoices must be dated after July 1, 2015 and before June 30, 2016 and copies of all advertisements must be attached to the invoices. Only advertising **60 miles and further** outside of Otero County will be reimbursed and allowed as matching. (Example of match required: Reimbursable invoices equal \$1,000.00. Match must be equal to this reimbursable amount of \$1,000.00 or exceed it, so the total amount of all paid invoices including in-kind advertising and/or promotional material must be at least \$2,000.00. Awarded funding is for advertising (**print, website, radio, tv, billboards**) only. Funding is not allowed for postage, envelopes, etc.

2. City Staff member of the Alamogordo Promotion Board must receive all items listed in paragraph 1 **within 45 days** of the scheduled event date. No funds will be reimbursed **90 days after the scheduled event date** and this agreement will be considered null and void on that date.

3. Flickinger Center for the Performing Arts, shall use such monies solely for the purpose of promoting Flickinger Tailgate Series through advertising, all types of advertising material must include these:

CREATIVE REQUIREMENTS

This item is a mandatory requirement. Final products that do not meet this requirement will not be eligible for reimbursement.

All creative must be submitted to the NM Tourism Department through the Asset Library and approved **PRIOR** to placement. Creative not approved prior to placement will be deemed non-eligible for reimbursement.

The New Mexico Tourism Department must be acknowledged on all print, electronic (banner, popup, social media, etc.) and television advertising, brochures, billboards, and websites that are funded in part by City of Alamogordo funds by incorporating New Mexico True branding as defined in the brand book guidelines available in the Asset Library at www.nmindustrypartners.org.

4. Flickinger Center for the Performing Arts shall promote the Flickinger Tailgate Series in the best manner it sees fit.

5. The Flickinger Center for the Performing Arts, 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.

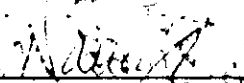
6. Flickinger Center for the Performing Arts, remains an independent contractor and is solely responsible for the payment of debts, any applicable taxes, or other obligations incurred as a result of this Agreement.

City of Alamogordo, New Mexico
a New Mexico municipal corporation

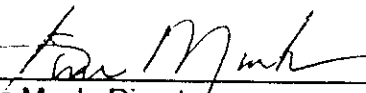
5.23.16
Date

By: 
Maggie Paluch, Assistant City Manager

ATTEST:

 ACDA - 5/26/2016
Nancy E. Jacobs, City Clerk

May 20 16
Date

By: 
Jim Mack, Director
Flickinger Center for the Performing Arts

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney



Invoice

The Ink

P.O. Box 643, Las Cruces, NM 88004
575-541-9770

Date	Invoice No.
04/27/15	12425

Bill To:

Flickinger Center
1110 New York Ave
Alamogordo, NM 88310

Terms
20th of month

Month(s)	Description	B/W	Color	Amount
May	1/4 Page Color Ad-12 month contract rate		X	237.00T
	Tax			15.11
Total				\$252.11

2015 SUMMER CONCERT SERIES

TAILGATE SERIES JULY & AUGUST 2015

TAILGATE



Gleewood
July 11



Big Band on the Rio Grande
July 25



Rockabilly Strangers
August 8



Fungi Mungle
August 22

For Tickets and Pricing, please call 575-437-2202
Single event tickets available online at
www.flickingercenter.com



1110 New York Ave, Alamogordo, NM

Flickinger Center is

NEW MEXICO *True*

July 2015

The Ink

August 2015

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The Ink
P.O. Box 643, Las Cruces, NM 88004
575-541-9770

Bill To:
Flickinger Center
1110 New York Ave
Alamogordo, NM 88310

Date	Invoice No.
05/28/15	12459

[illegible]

Flickinger Center

Alamogordo | Presented by the Flickinger Center for Performing Arts, the Tailgate Concert Series outdoor concerts held at 8pm at the New Mexico Museum of Space History.

by Ron Helman Jazz Ensemble on June 13. On July 11 is Gleewood. On July 25 is Big Band on the Rio Grande. On August 8 is Rockabilly Strangers. Wrapping up the series is Fungi Mungle on August 22.

Purchase a parking spot and ticket. It can fit in your car or pick-up bed, and you'll have a great evening of fun and music. Get details online at www.flickingercenter.com or call 437-2202.



El Paso Scene June 2015

Tailgate 2015 — The annual outdoor concert series in Alamogordo, N.M., raises funds for the Flickinger Center. Concerts begin at 6 p.m., unless listed otherwise, on various Saturdays throughout the summer in the upper parking lot at the New Mexico Museum of Space History. Patrons should bring their own food, lawn chair and beverages. Gates open at 6:45 to 7:45 p.m. Season spaces are \$180 (often sellout early) Information: (575) 437-2202. Online reservations at flickingercenter.com.

Single event tickets available beginning June 1st for \$45.

- **June 14:** Rob Helman Jazz Ensemble
- **June 27:** Nosotros, salsa, jazz and cumbia

2015 SUMMER CONCERT SERIES

TAILGATE SERIES
JUNE, JULY & AUGUST 2015

TAILGATE



Nosotros
June 27



Ron Helman
Jazz Ensemble
June 13



Gleewood
July 11



Big Band on the Rio Grande
July 25



Rockabilly Strangers
August 8



Fungi Mungle
August 22



For Tickets and Pricing, please call 575-437-2202

Single event tickets available online at
www.flickingercenter.com starting June 1st, 2015.

Flickinger Center is

1110 New York Ave, Alamogordo, NM

NEW MEXICO *True*

Invoice

The Ink

P.O. Box 643, Las Cruces, NM 88004
575-541-9770

Date	Invoice No.
06/28/15	12499

Bill To:
Flickinger Center
1110 New York Ave.
Alamogordo, NM 88310

Terms
20th of month

Month(s)	Description	B/W	Color	Amount
July	1/4 Page Color Ad-12 month contract rate		X	237.00T
	Tax			15.11
		Total		\$252.11

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TAILGATE SERIES JULY & AUGUST 2015



Gleewood
July 11



Big Band on the Rio Grande
July 25



Rockabilly Strangers
August 8



Fungi Mungle
August 22



For Tickets and Pricing, please call 575-437-2202

Single event tickets available online at
www.flickingercenter.com

1110 New York Ave, Alamogordo, NM

Flickinger Center is
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July 2015

The I

Invoice

The Ink

P.O. Box 643, Las Cruces, NM 88004
575-541-9770

Date	Invoice No.
07/25/15	12537

Bill To: Flickinger Center 1110 New York Ave. Alamogordo, NM 88310
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Terms
20th of month

Month(s)	Description	B/W	Color	Amount
August	1/4 Page Color Ad-12 month contract rate		X	237.00T
	1/4 Page Color Ad-12 month contract rate		X	237.00T
	Tax			32.00
		Total		\$506.00

2015 SUMMER CONCERT SERIES

TAILGATE SERIES AUGUST 2015



1110 New York Ave, Alamogordo, NM

For Tickets and Pricing, please call **575-437-2202**
Single event tickets available online at
www.flickingercenter.com

Flickinger Center is
NEW MEXICO *True*

PREMIER SEASON 2015 - 2016 FLICKINGER CENTER FOR PERFORMING ARTS



September 12, 2015 7PM



October 31, 2015 7PM



November 17, 2015 7PM



December 15, 2015 7PM



January 23, 2016 7PM

PREMIER SERIES



February 14, 2016 6PM



MARCH 15, 2016 7PM



April 2, 2016 7PM



April 11, 2016 7PM



April 19, 2016 7PM

SPECIAL EVENT SHOW

Sons of the Pioneers
Featuring Roy "Dusty" Rogers Jr.
March 11, 2016 7 PM

Add to your season package
for additional cost.



For Tickets and Pricing, please call **575-437-2202**
www.flickingercenter.com

1110 New York Ave, Alamogordo, NM

Flickinger Center is
NEW MEXICO *True*

August 2015

internationally touring shows that include music, theater, and dance: Yesterday—a Tribute to the Beatles (September 12), Zoo Zoo (October 31), Grace Kelly (November 17), Mariachi Christmas (December 15), Bettman & Halpin Trio (January 23), Cascada de Flores and the annual Chocolate Buffet (February 14 at 6pm), Sons of the Pioneers featuring Roy “Dusty” Rogers Jr. (March 11, Note: This show can be added to a Season Package for a specially reduced additional cost), Carmen by the State Street Ballet (March 15), Barrage 8 (April 2), Richter Uzur Duo (April 11), and Cirque Zuma Zuma (April 19). Shows are at 7pm unless noted. Season tickets are available. For details, call 437-2202 or visit www.flickingercenter.com.

In addition, the Flickinger Center continues the Tailgate Concert Series—held at 8pm at the upper parking lot of the New Mexico Museum of Space History—with rockabilly from the 50s and blues by Rockabilly Strangers on August 8. Wrapping up the series is Fungi Mungle on August 22 with disco, funk, pop, rock and dance hits. Parking spots are \$45; walk up tickets are \$10 per person or \$15 per couple.



ALAMOGORDO CLOUDCROFT HIGH ROLLS

High Rolls | Sara J. Chambers is teaching a three-day *Creative Composition Class* on September 14–16 at her SpiritBird Studio, 221 Karr Canyon Road. Participants will leave the class knowing an innovative approach to designing successful artwork. Students will also learn HOW to create strong design in their drawings and paintings and practice how to apply them. Full tuition for the class is \$288, tax included.

In addition, Chambers holds a *Drawing for Beginners* class every Wednesday from 2–5pm. Call for fee.

For details or to register, call 430-6148 or email sarajchambers@yahoo.com or visit SaraJChambers.com.

Heart of the Desert

Alamogordo | Heart of the Desert, located at 7288 Hwy. 54/70, offers the following events. Free farm tours are held Monday–Friday at 1:30pm. Regular store hours are Monday–Saturday 8am–6pm and Sunday 9am–6pm. For details, call 434-0035.

On August 9 from 1–4pm, the Art of Wine class will be *Grape Harvest*. Learn to paint under the guidance of a professional art instructor while enjoying a glass of wine. The cost is \$35 per guest. All tools to create your masterpiece are included. Call to reserve your space.

On August 12 from 5:30–8pm will be the monthly Wine Down Wednesday with music by singer/keyboardist Susan Kolb plus wine and appetizers. The fee of \$10 includes music and food (wine is extra).

On August 28 from 6:30–8:30pm will be Brews, BBQ & Country Blues. Enjoy Hitch-N-Post BBQ and live music provided by country/blues artist Vince Alten. Admission is \$17.50 per person (beer and wine is extra). Ages 21+ only. Reservations and pre-payment required.

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New Mexico

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Snow Playing, Ice Skating, Snow-mobiling...

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LAND OF ENCHANTMENT
NEW MEXICO TOURISM DEPARTMENT

Creative Designs

Alamogordo | During the month of August, the Creative Designs Custom Framing & Gallery, located at 917 New York Avenue, will feature the photographs of Gerald Moore in the exhibit, *Bloom*. Moore's photographs capture the deserts blooms in the local area of Alamogordo with stunning, precise, mindful, technically sound images that are full of motion, color, and the passion of nature. A reception will be held on Friday, August 21 from 6–8pm. For details, call 434-4420.

Cloudcroft Gallery



Cloudcroft | During August, the Cloudcroft Gallery will feature the textile art of Cloudcroft artist Carol Alvarado. On Saturday, August 29 from 1–4:30pm, the gallery will host a “Meet the Artists” reception during which Alvarado will present a Trunk Show of wearable art including her signature scarves.

Carol Alvarado originally worked in the fiber arts field, producing and exhibiting weavings, soft sculpture, basketry, and paper-making in the Houston, TX area where she also worked at the Contemporary Arts Museum as an Education Specialist. She later

moved to El Paso, TX as an Artist-In-Education with the Texas Commission on the Arts. She also began a 20 year art teaching career at local colleges and universities. During this time, Alvarado moved into “surface design” on fabric which includes printing, marbling, dyeing, bleaching, silk screen, and embellishment on textiles. Carol moved to Cloudcroft 10 years ago and started the Art After School program at Cloudcroft Elementary.

The Cloudcroft Gallery, located at 502A Burro Avenue, is open from 10am–5pm daily. See Alvarado's work as well as pottery, paintings, jewelry, prints, glass art, woodwork, unusual gifts, and other handmade items by local and regional artists. For details, call 682-3659 or visit www.cloudcroftgallery.com.

Gerald Moore BLOOMS



Artists Reception:
Friday, August 21, 6 - 8pm

“Creative Designs”

Custom Framing & Gallery
Gallery-575-434-4420

917 New York Ave
Alamogordo, NM 88310
cd_customframing@aol.com

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Statement of Account

Statement Date: 08/30/2015
Aged As Of: 08/31/2015
Page: 1

Advertiser: Flickinger Center for Perform
1110 New York Ave
Alamogordo, NM 88310

Transaction Number	Transaction Date	Contract Number	Station	Check Number	Net Amount	Applied Amount	Net Due
IN-1150720279	07/26/2015	5389	KVLC-FM		\$215.88		\$215.88
IN-1150720281	07/26/2015	5388	KVLC-FM		\$215.88		\$215.88
IN-1150820632	08/30/2015	5443	KVLC-FM		\$200.00		\$200.00
IN-1150820633	08/30/2015	5444	KVLC-FM		\$200.00		\$200.00
0 - 30 days	31 - 60 days	61 - 90 days	91 - 120 days	121+ days	Net Due		
\$400.00	\$431.76	\$0.00	\$0.00	\$0.00	\$831.76		

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



THE WEST KWES 93.5 FM
PO Box 39
RUIDOSO, NM 88355
(575) 258-2222 FAX: 258-2224

KWES Invoice

Invoice ID: 15070202
Invoice Date: 7/31/2015
Account ID: 0059
Order ID: 0059-011
Account Rep: Rich Allen

Amount Due: \$75.00

Amount Paid: _____

FLICKINGER THEATER
1110 NEW YORK AVE
ALAMOGORDO, NM 88310

*** DUE UPON RECEIPT ***

Sponsor: Flickinger Theater for P.O./Estimate # Gleewood Tailgate
Flickinger Theater

Page 1

Date	Description	Times				Cost
7/6/2015	:30 Spot	07:40 AM	11:18 AM	01:40 PM	06:18 PM	[Package]
7/7/2015	:30 Spot	06:18 AM	08:40 AM	01:50 PM	04:40 PM	[Package]
7/8/2015	:30 Spot	10:18 AM	10:50 AM	02:18 PM	06:18 PM	[Package]
7/9/2015	:30 Spot	07:18 AM	09:18 AM	12:40 PM	04:40 PM	[Package]
7/10/2015	:30 Spot	07:18 AM	01:50 PM	02:50 PM	04:18 PM	[Package]
7/31/2015	Package					75.00
20 Total Items		Total Cost:				75.00

Amount Due: **75.00**



THE WEST KWES 93.5 FM
PO Box 39
RUIDOSO, NM 88355
(575) 258-2222 FAX: 258-2224

KWES Invoice

Invoice ID: 15070203
Invoice Date: 7/31/2015
Account ID: 0059
Order ID: 0059-012
Account Rep: Rich Allen

Amount Due: \$75.00

Amount Paid: _____

FLICKINGER THEATER
1110 NEW YORK AVE
ALAMOGORDO, NM 88310

*** DUE UPON RECEIPT ***

Sponsor: Flickinger Theater
Flickinger Theater

Page 1

Date	Description	Times				Cost
7/20/2015	:30 Spot	06:18 AM	10:18 AM	10:50 AM	11:18 AM	[Package]
7/21/2015	:30 Spot	09:18 AM	01:18 PM	02:50 PM	05:40 PM	[Package]
7/22/2015	:30 Spot	10:50 AM	12:40 PM	03:40 PM	04:18 PM	[Package]
7/23/2015	:30 Spot	08:40 AM	11:50 AM	01:18 PM	06:50 PM	[Package]
7/24/2015	:30 Spot	06:18 AM	12:18 PM	02:40 PM	06:18 PM	[Package]
7/31/2015	Package					75.00
20 Total Items		Total Cost:				75.00

Amount Due: **75.00**

KBUY 1360 AM
 PO Box 39
 RUIDOSO, NM 88355
 (575)258-2222 FAX: 258-2224

KBUY Invoice

Invoice ID: 15070118
 Invoice Date: 7/31/2015
 Account ID: 0059
 Order ID: 0059-011
 Account Rep: Rich Allen

Amount Due: \$75.00

Amount Paid: _____

FLICKINGER THEATER
 1110 NEW YORK AVE
 ALAMOGORDO, NM 88310

 *** DUE UPON RECEIPT ***

Sponsor: Flickinger Theater for P.O./Estimate # Gleewood Tailgate
 Flickinger Theater

Page 1

Date	Description	Times				Cost
7/6/2015	:30 Spot	08:17 AM	10:17 AM	12:37 PM	03:17 PM	[Package]
7/7/2015	:30 Spot	09:47 AM	11:17 AM	01:37 PM	06:17 PM	[Package]
7/8/2015	:30 Spot	07:17 AM	10:37 AM	02:37 PM	04:17 PM	[Package]
7/9/2015	:30 Spot	11:00 AM	12:17 PM	03:17 PM	05:17 PM	[Package]
7/10/2015	:30 Spot	10:37 AM	01:37 PM	04:17 PM	06:00 PM	[Package]
7/31/2015	Package					75.00
20 Total Items		Total Cost:				75.00

Amount Due: 75.00

KBUY Invoice

KBUY 1360 AM
PO Box 39
RUIDOSO, NM 88355
(575)258-2222 FAX: 258-2224

Invoice ID: 15070119
Invoice Date: 7/31/2015
Account ID: 0059
Order ID: 0059-012
Account Rep: Rich Allen

Amount Due: \$75.00

Amount Paid: _____

FLICKINGER THEATER
1110 NEW YORK AVE
ALAMOGORDO, NM 88310

*** DUE UPON RECEIPT ***

Sponsor: Flickinger Theater
Flickinger Theater

Page 1

Date	Description	Times				Cost
7/20/2015	:30 Spot	08:17 AM	11:37 AM	12:37 PM	03:37 PM	[Package]
7/21/2015	:30 Spot	09:17 AM	10:37 AM	02:17 PM	04:37 PM	[Package]
7/22/2015	:30 Spot	09:17 AM	12:17 PM	01:37 PM	06:37 PM	[Package]
7/23/2015	:30 Spot	08:47 AM	10:17 AM	02:17 PM	05:17 PM	[Package]
7/24/2015	:30 Spot	08:47 AM	11:17 AM	12:17 PM	03:37 PM	[Package]
7/31/2015	Package					75.00
20 Total Items				Total Cost:		75.00

Amount Due: 75.00



Finance Inter-Office Form for Accounts Payable

Note: This form is to be used for processing payments through Accounts payable and does NOT take the place of a Purchase Order when required.

City of Alamogordo

[Department Name]

VENDOR NUMBER: 8014

If using Vendor #10 - Misc/Must meet Purchasing Criteria

J Wafful

[Prepared by]

Date of this Request:

Date Check Needed: 06/03/16

XX Next Check Run

TO Moon Dog Publishing

[VENDOR Name]

9400 Holly Ave NE

[Attention:Name if appl]

Suite 202

[Street Address]

Albuquerque, NM 87122

[City, ST ZIP Code]

505-350-8595

[Phone]

SPECIAL INSTRUCTIONS FOR CHECK PROCESSING:

Copy of check to:

Give Check to:

Other:

Department authorized officials are responsible for approval of payments from department line items and ensuring sufficient budget. A check request requires Dept. Director's approval, unless a memo is on file with A/P designating an authorization to a specific manager.

SUBTOTAL	\$	1,710.00
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SALES TAX	-
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TOTAL	\$	1,710.00
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Department Approval:

Date: 6/03/16

Director Approval (if appl):

Date: 6.7.16

Finance Director Approval required if \$5,000 or more and/or if paid to an employee

FINANCE DIRECTOR APPROVAL:

Date: _____



new mexico

VACATION DIRECTORY

Insertion Order

Summer / Winter 2016

Date: 1/12/2016

Company Name: City of Alamogordo

Contact: Jan Wafful

Address: 1376 E. 9th St.

City: Alamogordo

State: NM

Zip: 88310

Phone: 575-439-4352

Email: jwafful@ci.alamogordo.nm.us

Display Ads

☐ Liner (3 lines)	\$	200.00	
☐ Micro	\$	580.00	
☐ Micro-Mini	\$	400.00	
☐ 1/4 Page	\$	775.00	
☐ 1/2 Page	\$	1,500.00	
☐ Full Page	\$	2,700.00	
☐ Position	\$	3,400.00	
☒ Edit Package (1/2 page + story)	\$	2,950.00	\$1,710.00
☐ Edit Package (full page + story)	\$	4,000.00	

Tax \$ N/A

Total Cost \$ 1,710.00

*Includes link on front page of website www.travelnewmex.com

Payment

☐ Paid by check. Check # _____

☐ Paid by credit card. Card# _____

☒ Send Invoice. (Payment due upon receipt of invoice.)
publication.

Deadlines

Copy and/or camera-ready art is due March 6, 2016. Submit PDF to: wkhalsey@gmail.com

Send Payments to: Moon Dog Publishing, 9400 Holly Ave NE, Suite 202, Albuquerque NM 87122

Special Instructions Invoice must be dated with Actual Print Date and mailed with 2 original tear sheets as Proof of Publication in order to receive payment.

Community Services Director

Veronica Ortega

Signed: *V. Ortega*

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wkhalsey@gmail.com
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INVOICE

BILL TO
City of Alamogordo
1376 E Ninth St. Alamogordo
NM 88310

SHIP TO
City of Alamogordo
1376 E Ninth St. Alamogordo
NM 88310

INVOICE # 1556
DATE 05/09/2016
DUE DATE 06/08/2016
TERMS Net 30

NMVD
nmvd2015

ACTIVITY	QTY	RATE	AMOUNT
NM Vacation Directory	1	4,000.00	4,000.00
Full Page and story			
Honored art of Full page rather than the 1/2 page			

Billed 5-9 2016 payable within 15 days of receipt of invoice. Link from
www.travelnewmex.com

SUBTOTAL	4,000.00
DISCOUNT 57.25%	-2,290.00
TOTAL	1,710.00
BALANCE DUE	\$1,710.00

White Sands National Monument

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



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AlamogordoNMTrue.com

Alamogordo: Film, Sand and Space

Just beyond the iconic sparkling dunes and filming locations of the White Sands National Monument awaits a whole new world of adventure and discovery in the city of Alamogordo. A railroad town founded at the turn of the 19th century, this natural basin was formed when an underwater geological dome collapsed and ancient seas receded. Present-day Alamogordo, a southern New Mexico gem with a population of just under 32,000, is now surrounded by military and aerospace installations while still providing many windows to honor its historic past. Alamogordo welcomes travelers and offers breathtaking sunrises and sunsets within a warm and mild desert climate.

For the modern-day Western historian, the town of Alamogordo features the Tularosa Basin Historical Society Museum, where you can flash back to the Old West heritage days of "Billy the Kid" and the "Badlands of New Mexico." And when you are done wandering among the old Western cowboy relics, go directly west across White Sands Boulevard at 10th Street to the Alameda Park Zoo, founded in 1898 and the oldest zoo in the Southwest.

For nature enthusiasts, there is much to see and do. Soaring to 9,000 feet, the surrounding Sacramento Mountains offer a majestic backdrop where you can savor wine under clear skies and indigenous pines. Fulfill your sense of adventure and ski or hike the trails of the Lincoln National Forest, experience camping at the Oliver Lee Memorial State Park, and discover 21,000 rock

writings at Three Rivers Petroglyphs. Visitors also have access to nearby Native American lands and casinos as well as local wineries and lush pistachio groves.

If science and space history is more your thing, visit a few "out of this world" attractions. America's race to space of the late 50s and early 60s paved the way for White Sands Proving Ground (now White Sands Missile Range) to become "the" testing facility for this era in history. The New Mexico Museum of Space History's John P. Stapp Air and Space Park proudly houses many artifacts tracing the history of American space exploration. The museum and its IMAX movie theater are also sure to stimulate the scientific mind with space artifacts and IMAX science films.

When booking reservations, check for military discounts. True adventures await the active and curious traveler in Alamogordo. To discover more, visit Alamogordo.com or call 800-826-0294.



Feel Welcomed.



Hamptonality is the extra care we put into everything that's going to make your stay extra awesome. You'll find it at our free hot breakfast. And you'll see it in the personalities of our team members who use their individual styles of hospitality to make you feel extra special.



FREE HOT
BREAKFAST



FRIENDLY
SERVICE



100% HAMPTON
GUARANTEE

Hampton Inn Alamogordo

1295 Hamilton Road, Alamogordo, New Mexico, 88310
575.439.1782 | alamogordo.hamptoninn.com

© 2014 Hilton Worldwide



hampton.com | 1 800 hampton





Finance Inter-Office Form for Accounts Payable

Note: This form is to be used for processing payments through Accounts payable and does NOT take the place of a Purchase Order when required.

VENDOR NUMBER: 6753

If using Vendor #10 - Misc/Must meet Purchasing Criteria

Date of this Request:

Date Check Needed: 06/03/16

XX Next Check Run

SPECIAL INSTRUCTIONS FOR CHECK PROCESSING:

Copy of check to:

Give Check to:

Other:

IF CONTRACT GIVE TERM (IE; 07/01/07 THRU 06/30/08)			PAYMENT TERMS (ie; Monthly, Quarterly, Semi-Annual)	DUE DATE
LINE ITEM #	PROJECT#	DESCRIPTION	LINE TOTAL	
016-0001-419.56-35		2016 Media Television Production- Alamogordo TV Campaign INV#HB-15-748 Create/Design/Prod. Costs-for location filming	\$ 22,726.50	
		PO#86010 Was Issued on 4/12/16 (contract remains on file)		
PURCHASING EXEMPTION AS PER 2-13-270 - (IF NO PO Required:				
Fill in Exemption # here:				

Department authorized officials are responsible for approval of payments from department line items and ensuring sufficient budget. A check request requires Dept. Director's approval, unless a memo is on file with A/P designating an authorization to a specific manager.

SUBTOTAL	\$ 22,726.50
SALES TAX	1,590.86
TOTAL	\$ 24,317.36

Department Approval:

Date: 6/03/16

Director Approval (if applicable):

Date: 6.7.16

Finance Director Approval required if \$5,000 or more and/or if paid to an employee

FINANCE DIRECTOR APPROVAL:

Date: _____



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-15-748
Date 5/14/2016
Job Number

Job Name/Title Alamogordo is New Mexico True TV Ad

Description	New Mexico True Campaign	AMOUNT
-------------	--------------------------	--------

Media Television Production		\$22,726.50
Creative, script, story board, talent, camera's, gafer, grip and crew for 3 days on location, Location set ups and costs for on location filming and produced to New Mexico True guidelines		
NMTD approval #2393		

TOTAL		<u>\$22,726.50</u>
-------	--	--------------------

NM Gross Receipts Tax:		\$1,590.86
TOTAL		<u>\$24,317.36</u>

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

*PO# 86010
K. Jan Wafful
5/28/16
(Contract on file)*

CLIENT

ALAMOGORDO IS NEW MEXICO TRUE

:30 Television

*Storyboard w/ All new photography
(replace 2012) Production + Design*

SONG: "Feels Like Home"



SCENE 1: White Sands at sunrise.



SCENE 2: Wide scenic of horseback riders at White Sands.



SCENE 3: Mid to Closeup of horseback rider at White Sands (young lady, mid 30s)



SCENE 4: Hawk lands on the on the arm of Alamogordo Park Zoo hawk trainer.



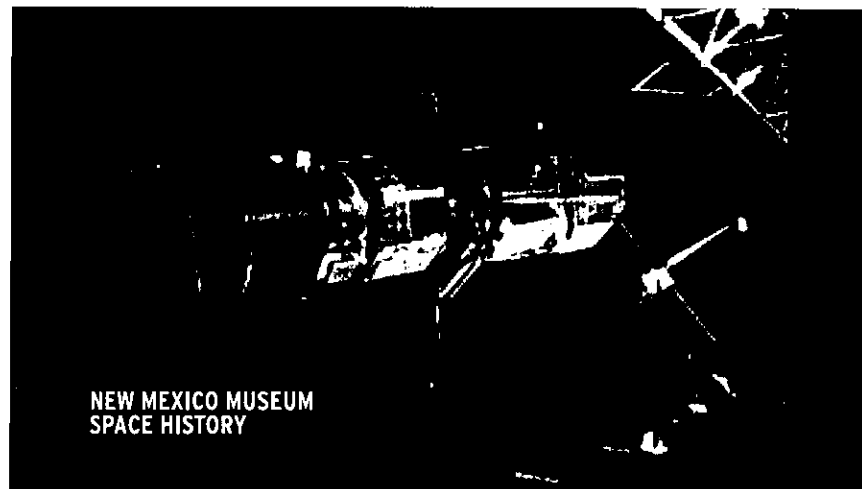
SCENE 5: Hawk trainer and hawk at Alamogordo Zoo.



SCENE 6: Hiking at Oliver Lee State Park.



SCENE 7: Illuminated tent at twilight at Oliver Lee State Park. Hiker(s) take in the view.



SCENE 8: Satellite exhibit at New Mexico Museum of Space History.



SCENE 9: Kids dressed in NASA space suit costumes with Appolo 11 scene as their backdrop (NM Museum oof Space Histor exhibit).



SCENE 10: Boy experiences the big screen at the IMAX Dome Theater. He eats a kernel of popcorn — eyes fixed on the screen.



SCENE 11: Audience cheers as *Alamogordo.com* fades up center screen. Followed by *Alamogordo is New Mexico True* in the lower right hand corner.

Song: "Feels Like Home" fades

VO: Let us take you to the MOON AND BACK. Alamogordo is New Mexico True.

City of
Alamogordo

ACCOUNTS PAYABLE COVER SHEET/ CHECK REQUEST

Finance Inter-Office Form for Accounts Payable

Note: This form is to be used for processing payments through Accounts payable and does NOT take the place of a Purchase Order when required.

City of Alamogordo [Department Name]

VENDOR NUMBER: **8151**

If using Vendor #10 - Misc/Must meet Purchasing Criteria

J Wafful [Prepared by]

Date of this Request:

Date Check Needed: 06/03/16

XX Next Check Run

TO **Desert Publications Inc., dba** [VENDOR Name]

GuestLife New Mexico [Attention:Name if appl]

PO Box 2724 [Street Address]

Palm Springs, CA 92263 [City, ST ZIP Code]

505-984-8747 [Phone]

SPECIAL INSTRUCTIONS FOR CHECK PROCESSING:

Copy of check to:

Give Check to:

Other:

[illegible]

Department authorized officials are responsible for approval of payments from department line items and ensuring sufficient budget. A check request requires Dept. Director's approval, unless a memo is on file with A/P designating an authorization to a specific manager.

SUBTOTAL	\$ 3,172.50
----------	-------------

SALES TAX	162.59
-----------	--------

TOTAL	\$	3,335.09
-------	----	----------

Department Approval:

Date: 6/03/16

Director Approval (if appl):

Date:

Finance Director Approval required if \$5,000 or more and/or if paid to an employee

FINANCE DIRECTOR APPROVAL:

Date: _____

☒ NEW MEXICO ☐ MONTEREY BAY ☐ EL PASO/SOUTHERN NEW MEXICO
☐ VANCOUVER, B.C. ☐

TERMS OF CONTRACT

A. Cancellations or changes in orders not accepted after closing dates.

B. All agreements are subject to strikes, accidents, fires, acts of God, or other contingencies beyond the publisher's control.

C. All advertisements are accepted and published by publisher on the representation that the advertiser and/or advertising agency are properly authorized to publish the entire contents and subject matter thereof. When advertisements containing the names, pictures and/or testimonials of living persons are submitted for publication, the order or request for the publication thereof shall be deemed to be a representation by the advertiser and/or advertising agency that they have obtained written consent of the use in the advertisement of the name, picture and/or testimonial of any living person which is contained therein. It is understood that the advertiser and/or advertising agency will indemnify and save the publisher harmless from and against any loss, expense or other liability resulting from any claims or suits for libel, violation of right of privacy, plagiarism, copyright infringement and any other claims or suits that may arise out of the publication of such advertisement. All copy, text and illustrations are subject to the publisher's approval before execution of the order; and the right is reserved to reject or exclude copy which is unethical, misleading, extravagant, challenging, questionable in character, in bad taste, detrimental to public health or interest, otherwise inappropriate or incompatible with the character of the publication, or that does not meet with the approval of the Federal Trade Commission.

D. Orders and schedules are accepted for the advertising of a specific product or line of products only, and these orders and schedules may not be diverted to other products or to subsidiary companies without the consent of the publisher.

E. Should default be made in payment of any installments when due, or if advertiser should breach any of the terms of this agreement, or if advertiser should sell, assign or transfer his interest in said business, the whole sum shall become due immediately. Any balance that might be due from advertiser in the form of barter shall likewise become immediately due and payable to publisher in cash, together with interest thereon at the rate of 12% per annum from the date of execution of this contract. All sums due the publisher are payable in lawful money of the United States.

F. The publisher's liability for any error will not exceed the cost of the space occupied by the error.

G. If either party is required to file suit to enforce the terms of this contract, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and reasonable actual costs, to be determined by a court of competent jurisdiction. Actual costs shall be such additional expenses reasonably necessary for the preparation and conduct of any litigation, including accountants' fees, investigators' charges, long distance telephone call charges, travel and lodging.

ADVERTISING SPACE CONTRACT

New Advertiser ☒ Repeat Advertiser ☐

Web Site www.ci.alamogordo.nm.us

E-mail jwafful@ci.alamogordo.nm.us

Date September 30, 2015

Advertiser City of Alamogordo

Address 1376 East 9th Street

City Alamogordo State NM Zip 88310

Phone (575) 439-4324 Fax No. _____

Business Category Attractions Contact Veronica Ortega

Advertising Agency (if applicable) _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax No. _____

Contact _____

Edition: 2016 / 2017

Rate Card No. 2016

Plan No. EB

Space size ☐ 1/3 ☐ 1/4 ☐ 1/6 ☐ Ad Configuration ☒ Full page ☐ 2/3 ☐ 1/2 ☐

Color ☒ 4-Color ☐ 2-Color ☐ Black & White

Section Alamogordo-Southeastern NM; first page of Section

Rate: \$ 3,525 - 10% + 5.125% : payable \$ in full w tear sheets with this contract.

\$ _____ per month through _____ Add 20 % for preferred position.

Make payable to: Desert Publications, Inc.

Additional charge for production unless Advertiser submits press-ready artwork.

Editorial Bonuses

Space contracted for herein entitles Advertiser to free editorial as follows (check appropriate box).

- ☐ Style Guide ☐ Fashion Image ☐ Gallery Tour ☒ 85-word listing ☒ General Index
☐ Restaurant Chart ☒ SW Treasures ☐ Coastal Chic
☐ Other FP Bonus image SW Treasures

In event of failure to pay all sums due herein when due, interest shall be payable at the rate of 1.0% per month from due date, including any interest awarded by a court of competent jurisdiction.

GuestLife

by Mary Meredith/GLNM
Authorized Sales Representative

City of Alamogordo/Veronica Ortega

IntAsstCityMgr

by V. Ortega
Signature

Date signed 11-13-15
(Please Print)

Desert Publications Inc.

PO Box 2724, Palm Springs, CA 92263

Advertising Contract Amendment (Worksheet)

Guest Life New Mexico - 2016/2017 Edition

BILLING ADDRESS

City of Alamogordo

ADVERTISER

Size of Advertisement:	FP
Section:	Alamogordo & SE NM
Gross Amount of Advertisement:	\$3,525.00
10% Discount - Non- For - Profit	(\$352.50)
5% Discount - Payment in full	
Sub Total	\$3,172.50
5.125% Gross Receipt NM Sales Tax	\$162.59
Total Net Amount Due:	\$3,335.09
Deposit	Waived
Total Amount	\$3,335.09

Special Billing Instructions:

Invoice to be paid in full as soon as 2016 tear sheets are available.

Make Checks Payable to: Desert Publications, Inc.

Phone: (760) 325-2333

Fax: (760) 325-6097

Credit Card Information:

MasterCard _____ Visa _____ American Express _____ Discover _____

Name on Card: _____

Card Number: _____

Expiration Date: _____

Card Holder Signature: _____

Amount To Charge: _____

Desert Publications Inc.

Desert Publications, Inc.
PO Box 2724
Palm Springs, CA 92263

Invoice #
Invoice Date
Customer
Payment Terms
Due Date
Customer PO #

50586
05/16/2016
City of Alamogordo, ID: 8576
Net 30 Days
06/15/2016

BILLING ADDRESS

Jan Wafful
City of Alamogordo
1376 East Ninth Street
Alamogordo, NM 88310

ADVERTISER

City of Alamogordo, ID: 8576
1376 East Ninth Street
Alamogordo, NM 88310

INSERTION ORDER/AD ID	MEDIA	EDITION	SALES REP	ISSUE DATE	PAGE	AD SIZE	QTY	RATE	TOTAL
25996-54446	GuestLife New Mexico	Local	Mary Meredith	04/01/16	109	Full-page	1	\$3,172.50	\$3,172.50

RECEIVED

MAY 23 2016

CITY OF ALAMOGORDO
ACCOUNTS PAYABLE DEPT

Message:

Thank you for advertising in Guestlife New Mexico 2016/2017 Edition!

Subtotal	\$3,172.50
Tax	\$162.59
Payments & Credits	\$0.00
BALANCE DUE	\$3,335.09

REMITTANCE STUB TO DESERT PUBLICATIONS, INC.

Invoice #	50586 GuestLife New Mexico	Date	05/16/2016	Customer ID	ID: 8576, City of Alamogordo
Amount Enclosed:					

Make Checks Payable to: Desert Publications, Inc.
Desert Publications, Inc.
PO Box 2724
Palm Springs, CA 92263

PHONE (760) 325-2333
FAX (760) 325-6097

Credit Card Information

Master Card _____ Visa _____ American Express _____ Name on card: _____

Credit Card Number: _____ Exp. Date: _____ Security Code: _____

Card Holder Signature: _____ Amount to charge: _____

White Sands National Monument

Painted skies illuminate your journey. [TRUE]



Alamogordo is
NEW MEXICO *True*

AlamogordoNMTrue.com



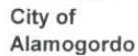
Fourth of July at the New Mexico Museum of Space History in Alamogordo.

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

1301 N. White Sands Blvd.
Alamogordo, NM 88310

www.alamogordo.com

www.alamogordonntrue.com



Finance Inter-Office Form for Accounts Payable

Note: This form is to be used for processing payments through Accounts payable and does NOT take the place of a Purchase Order when required.

VENDOR NUMBER: **73**

If using Vendor #10 - Misc/Must meet Purchasing Criteria

Date of this Request:

Date Check Needed: 06/03/16

XX Next Check Run

SPECIAL INSTRUCTIONS FOR CHECK PROCESSING:

Copy of check to:

Give Check to:

Other:

575-437-6120 [Phone]

Department authorized officials are responsible for approval of payments from department line items and ensuring sufficient budget. A check request requires Dept. Director's approval, unless a memo is on file with A/P designating an authorization to a specific manager.

SUBTOTAL	\$	462.21
SALES TAX		-
TOTAL	\$	462.21

Department Approval: K. San Haddad

Date: 6/03/16

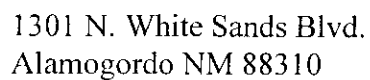
Director Approval (if appl): 

Date: 6.7.16

Finance Director Approval required if \$5,000 or more and/or if paid to an employee

FINANCE DIRECTOR APPROVAL:

Date: _____



Date	Invoice #
3/30/2016	88423

Bill To
City of Alamogordo Jan Wafful 1376 E 9th St Alamogordo, NM 88310

Terms
Due Upon Receipt

Description	Qty	Rate	Amount
Postage for AARP Visitor Guide Mailings	953	0.485	462.21
Thank you!		Balance Due	\$462.21

FOR YOUR CONVENIENCE YOU CAN NOW PAY BY PHONE WITH VISA, MASTERCARD OR DISCOVER.. PLEASE CALL 437-6120 FOR A SAFE AND SECURE TRANSACTION.

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 2/12/2016

End date 3/29/2016

Log Time 4:58 PM

Number	Name	Items	Value
1	Ldrshp Otero	5	\$ 2.43
2	Office	142	\$ 71.13
3	Relocation	21	\$ 135.67
4	C/50	0	\$ -
5	Board	3	\$ 1.46
6	Frontier Village	0	\$ -
7	Annual Banquet	12	\$ 5.82
8	AARP Mailings	953	\$ 462.21
9	OCEDC	7	\$ 15.35
10	Tourism	49	\$ 33.67
		1192	\$ 727.74

City of
Alamogordo

ACCOUNTS PAYABLE COVER SHEET/ CHECK REQUEST

Finance Inter-Office Form for Accounts Payable

Note: This form is to be used for processing payments through Accounts payable and does NOT take the place of a Purchase Order when required.

City of Alamogordo

[Department Name]

VENDOR NUMBER: 6181

If using Vendor #10 - Misc/Must meet Purchasing Criteria

J Wafful

[Prepared by]

Date of this Request:

Date Check Needed: 06/03/16

XX Next Check Run

TO FUN and GAMES

[VENDOR Name]

7820 Enchanted Hills Blvd.

[Attention:Name if appl]

Suite A-300

[Street Address]

Rio Rancho, NM 87144

[City, ST ZIP Code]

505-771-8302

[Phone]

SPECIAL INSTRUCTIONS FOR CHECK PROCESSING:

Copy of check to:

Give Check to:

Other:

[illegible]

Department authorized officials are responsible for approval of payments from department line items and ensuring sufficient budget. A check request requires Dept. Director's approval, unless a memo is on file with A/P designating an authorization to a specific manager.

Department Approval:

Director Approval (if appl):

SUBTOTAL	\$ 300.00
SALES TAX	-
TOTAL	\$ 300.00

Date: 6/03/16

Date: 6.7.16

Finance Director Approval required if \$5,000 or more and/or if paid to an employee

FINANCE DIRECTOR APPROVAL:

Date: _____

FUN and GAMES

7820 Enchanted Hills Blvd., Suite A-300
Rio Rancho, NM 87144 • 505 771-8302

Alamogordo, City of
1376 E. 9th St.
Alamogordo, NM 88310

06/01/16

INVOICE # 0107

SERVICE PROVIDED: City of Alamogordo brochures delivered to all 9 State-owned New Mexico Visitor Centers. Distribution at high profile events statewide.

Deliveries made regularly as needed to visitor centers / chambers in the Albuquerque, Santa Fe markets, Red River, Ruidoso, Carlsbad, Roswell, etc.

Current additional distribution list attached to this invoice.

Added online value: Email Blasts for all special events and announcements go out to over 2,500 New Mexico Tourism Industry partners statewide, including all visitor centers, chambers of commerce, upscale hotels, etc.

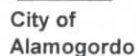
SERVICE DATE(S): Jan. - June, 2016 *6 mos. / \$600 per year*

TOTAL DUE: \$300.00

Thank you for riding on the Van that Can!

FUN AND GAMES

We Deliver New Mexico



Finance Inter-Office Form for Accounts Payable

Note: This form is to be used for processing payments through Accounts payable and does NOT take the place of a Purchase Order when required.

[Department Name]

VENDOR NUMBER: 783

If using Vendor #10 - Misc/Must meet Purchasing Criteria

J Wafful

[Prepared by]

Date of this Request:

Date Check Needed: 06/03/16

XX Next Check Run

TO Carlsbad Chamber of Commerce

[VENDOR Name]

SPECIAL INSTRUCTIONS FOR CHECK PROCESSING:

[Attention:Name if appl]

Copy of check to:

PO Box 910

[Street Address]

Give Check to:

Carlsbad, NM 88220

[City, ST ZIP Code]

Other:

575-887-6516

[Phone]

Department authorized officials are responsible for approval of payments from department line items and ensuring sufficient budget. A check request requires Dept. Director's approval, unless a memo is on file with A/P designating an authorization to a specific manager.

SUBTOTAL	\$ 2,850.00
----------	-------------

SALES TAX	-
-----------	---

TOTAL	\$	2,850.00
-------	----	----------

Department Approval:

Date: 6/23/16

Director Approval (if appl):

Date: 6.7.16

Finance Director Approval required if \$5,000 or more and/or if paid to an employee

FINANCE DIRECTOR APPROVAL:

Date:

White Sands National Monument

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

Alamogordo is
NEW MEXICO *True*

Alamogordonmtrue.com

Carlsbad Caverns National Park

Underneath it all
you can see where
time created a
room for giants.

☐ TRUE ☐ FALSE

Carlsbad is
NEW MEXICO *True*

Carlsbadnmtrue.com

Funded in part by the City of Carlsbad Lodger's Tax



Advertising • Branding • Public Relations

Invoice

Hayduk-King Advertising, Inc.
P.O. Box 4492
Santa Fe, NM 87502

Lisa Boeke
Carlsbad Chamber of Commerce
302 South Canal Street
Carlsbad, New Mexico 88220

Number 112146
Date 03/05/16
Job Number 15-815
PO# --
Charge# --

Job Name: El Paso Visitors Guide 2016 Great SW Half Page
President David Hayduk

OV-
LS

Description	Amount
Media/MagazineC	\$1,006.00 *
Media/Magazine-Reimbursable Expense	\$5,700.00 **
Media Subtotal:	\$5,700.00
SUB-TOTAL:	\$6,706.00
*7.0000% Gross Receipts Tax:	\$70.42
TOTAL:	\$6,776.42

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

CARLSBAD CHAMBER OF COMMERCE

Hayduk King Advertising, Inc.

3/10/2016

1 4 2 3 0

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/15/2015	Bill	111833	856.00	856.00		856.00
12/15/2015	Bill	111837	4,437.83	4,437.83		4,437.83
12/16/2015	Bill	111847	5,254.60	5,254.60		5,254.60
12/16/2015	Bill	111846	7,149.48	7,149.48		7,149.48
2/27/2016	Bill	111835	152.48	152.48		152.48
2/27/2016	Bill	111834	1,364.25	1,364.25		1,364.25
2/27/2016	Bill	111836	330.36	330.36		330.36
2/27/2016	Bill	111876	4,592.14	4,592.14		4,592.14
2/27/2016	Bill	111635	152.48	152.48		152.48
3/5/2016	Bill	112144	1,030.71	1,030.71		1,030.71
3/5/2016	Bill	112145	3,079.11	3,079.11		3,079.11
3/5/2016	Bill	112146	6,776.42	6,776.42		6,776.42
3/5/2016	Bill	112147	428.00	428.00		428.00
3/5/2016	Bill	112148	936.25	936.25		936.25
3/5/2016	Bill	112149	2,517.71	2,517.71		2,517.71

Checking 058238

39,057.82

• CHECKS: 10/13/07 • GLASS: BLUE • TOP: GREEN • BOTTOM: BLUE • ASA: GREEN • BOTTOM: BLUE

True New Mexico Tourism Department
 491 Old Santa Fe Trail, Santa Fe, NM 87501
FY16 Cooperative Marketing Grant Program (2015-2016)
 Attn: Audrey Herrera-Castillo 505-412-1183 * audrey.herrera-castillo@state.nm.us

Request for Payment - Page 2

Place documents in the same order as listed below to expedite the audit process

Include all supporting documents for each item listed below in the order listed!

Asset Site Approval Ad ID#	Vendor Name (ad project - i.e.: vacation guide)	ACTUAL Check Amount	Eligible - Cost - (deduct tax/fees)	Vendor Invoice Number	Check Number & Date
1993	City Mag.-El Paso Visitor Guide	\$ 5,700.00	5,700.00	01/16/07	14230 03/05/16
TOTAL Eligible:			\$ 5,700.00	50% =	\$ 2,850.00
<i>Use additional pages if necessary</i> Non-Eligible Costs: Taxes, Fees, Banners, Travel expenses, Taxes, Commissions, Supplies, Telephone expenses, Salaries, Over-run, Overhead, Entertainment, Items for sale, Equipment or Furnishings				Amount Requesting Reimbursement for	

AGREEMENT

CARLSBAD CHAMBER OF COMMERCE El Paso Visitor Guide Advertising

THIS AGREEMENT, between Carlsbad Chamber of Commerce , a non-profit corporation 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, 2015 (hereinafter "Agreement") for fiscal year 2015-2016.

WHEREAS, the Carlsbad Chamber of Commerce, is requested by the City to pay \$5,700.00 (five thousand seven hundred dollars) for the purpose of attracting out-of-town visitors to Alamogordo and to Carlsbad through participation in the El Paso Visitor Guide Advertising; and,

WHEREAS, the promotions of the El Paso Visitor Guide Advertising is to include advertising in such a manner as deemed necessary to attract tourists; and,

WHEREAS, the Carlsbad Chamber of Commerce, is consistent with the goals and objectives of the City of Alamogordo; and,

WHEREAS, the City of Alamogordo Promotion Board has recommended that the El Paso Visitor Guide Advertising be funded through the City's Lodgers Tax in the New Mexico Tourism Department Cooperative Marketing Grant ; and;

WHEREAS, the City Commission of the City of Alamogordo has approved the Promotion Board's recommendation and has applied and been awarded a Cooperative Marketing grant for the amount of \$20,000.00 in which City's Lodgers Tax will fund cooperative marketing advertising for the promotion of the NM True Advertising Campaign. El Paso Visitor Guide Advertising is a part of this campaign with the City and Carlsbad Chamber of Commerce each placing an equal one half page ad of the same \$5,700 (five thousand seven hundred dollar) cost and value as marketing Partners.

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

1. The City shall issue payment of all funds to pay the City NM True half page advertisement directly to the publisher of the El Paso Visitor Guide for the City advertisement. The Carlsbad Chamber of Commerce, will also place a one half page cooperative marketing advertisement to accompany the city advertisement and shall issue payment of all funds to pay the publisher directly for the advertising when invoiced directly by the publisher. Neither the City nor the Carlsbad Chamber of Commerce will be responsible for any part of each invoice or advertisement from the other that will be placed to accompany their own. ALL paid advertising invoices for each entity will be paid by each entity in its entirety. No reimbursement will be due to either entity by the other for placement of NM True advertisement in the El Paso Visitor Guide. These ads will be placed in the yearly 2016 issue of the El Paso Visitor Guide during the grant cycle from July 1st, 2015 through June 30th, 2016. This advertising is all **60 miles and further** outside of Otero County and must be compliant with NM Tourism Department branding. This advertising is cooperative marketing grant compliant under state guidelines for **print, website, radio, tv, billboards** only.

CREATIVE REQUIREMENTS

This item is a mandatory requirement. Final products that do not meet this requirement will not be eligible for advertising.

All creative must be submitted to the NM Tourism Department through the Asset Library and approved **PRIOR** to placement. Creative not approved prior to placement will be deemed non-eligible for reimbursement.

The New Mexico Tourism Department must be acknowledged on all print, electronic (banner, popup, social media, etc.) and television advertising, brochures, billboards, and websites that are funded in part by City of Alamogordo funds by incorporating New Mexico True branding as defined in the brand book guidelines available in the Asset Library at www.nmtourism.org.

4. Carlsbad Chamber of Commerce shall promote the El Paso Visitor Guide Advertising for the NM True Campaign in other advertising in the best manner it sees fit.

5. The Carlsbad Chamber of Commerce, will maintain all records pertaining to the El Paso Visitor Guide Advertising for NM True Campaign and the City or its designated representative

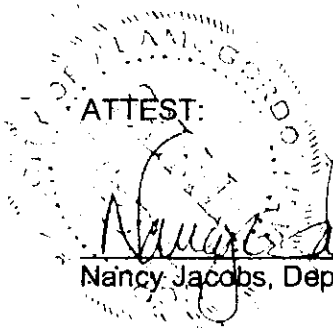
shall have the right to inspect those records upon request for a period of three years after the money is expended.

6. Carlsbad Chamber of Commerce, 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.

City of Alamogordo, New Mexico
a New Mexico municipal corporation

10/28/15
Date

By: Veronica Ortega
Veronica Ortega
Director of Community Services



Nancy Jacobs 11/19/2015
Nancy Jacobs, Deputy City Clerk

Date

By: Lisa Boeke
Lisa Boeke, Tourism Director
Carlsbad Chamber of Commerce
El Paso Visitor Guide Campaign

APPROVED AS TO FORM:

Stephen P. Thies
Stephen P. Thies, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/6/2016

Report No: 10.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, final publication of Ordinance No. 1517 amending the dedication of a Municipal Local Option Gross Receipts Tax. (*Stephen Thies, City Attorney*) **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1517 for final publication. **(Roll Call Vote required)**

Background: At the last preliminary budget meeting the City Commission directed an ordinance be prepared for the purpose of redirecting upwards to 50% annually from Fund 49 to the General fund. The revenues generated by the imposition of the tax are municipal gross receipts tax that were originally dedicated for a specific purpose. Per the direction of the Commission, going forward the City Commission would have the ability annually to redirect upwards to 50% of the revenues for use in the General fund. If the funds are not used, they would be rededicated to the original designated purpose.

The City Commission approved for first publication at the May 10, 2016 meeting. Request approval of the ordinance for final publication.

ORDINANCE NO: 1517

**AMENDING THE DEDICATION OF A MUNICIPAL
LOCAL OPTION GROSS RECEIPTS TAX**

BE IT ORDAINED BY THE GOVERNING BODY OF the City of Alamogordo, New Mexico, that Section 4 of Ordinance Number 713, effective January 1, 1987, and imposing $\frac{1}{4}$ percent of tax is amended to read:

Section 4.

Dedication. Revenue from the municipal gross receipts tax will be used for the purpose(s) listed below:

Upwards to 50% of the revenues may be used for municipal general purposes. Annually, at the same time when the governing body approves its interim budget, the City Commission shall determine the amount of the revenues to be used for municipal general purposes subject to the 50% limitation in the next fiscal year.

The effective date of this amendment shall be either July 1, 2016 or January 1, 2017, whichever date occurs first after the expiration of at least three months from the date this ordinance is delivered or mailed to the Taxation and Revenue Department.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO THIS
_____ DAY OF _____, 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

First publication approval: 05/10/2016

First publication: 05/15/2016

Final publication approval: 06/14/2016

Final publication: 06/19/2016

Effective date: 06/24/2016

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date:

Report No: 11.

Submitted By: LeeAnn Nichols, Finance
Director

Subject: Consider, and act upon, the first publication of Ordinance No. 1520, 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 \$2,710,000 for refinancing of the Joint Water & Sewer Bonds, Series 2005. *(LeeAnn Nichols, Finance Director)*

Fiscal Impact: \$ 2,710,000

Amount Budgeted: \$0.00

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1520 for first publication.

Background: At the regular Commission meeting of April 26, 2016, the City Commission approved the application to NMFA for the refinancing of the 2005 Water & Sewer Bond in the amount of \$2,710,000.

The NMFA Loan total amount is \$2,710,000 at a true interest rate of 1.678% for a term of 9 years, maturing 6/1/2025 and a delivery date of 8/19/2016.

A presentation of the Loan issue will be presented by the City's Financial Advisor, Erik Harrigan, Director of RBC Capital Markets, LLC. Chris Muirhead, Bond Counsel 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 12th day of July, 2016, at the hour of 6:30 p.m. Upon roll call, the following members were found to be present:

Present: _____

Absent: _____

Also Present: _____

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

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. 1520

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$2,710,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING OUTSTANDING BONDS AND PAYING A LOAN PROCESSING FEE AND EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE GOVERNMENTAL UNIT’S JOINT WATER AND SEWER SYSTEM; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

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

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

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

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

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

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

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

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

WHEREAS, the Governing Body hereby determines that the improvements originally financed with the proceeds of the City of Alamogordo Joint Water and Sewer Improvement Revenue Bonds, Series 2005, were and are to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a “private activity bond” as defined by the Internal Revenue Code of 1986, as amended; and

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

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

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

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

“2005 Bond Ordinance” means City Ordinance No. 1225 adopted on January 11, 2005.

“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, including this Ordinance.

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

“Authorized Officers” means the Mayor, Manager, Finance Director and 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.

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

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

“Finance Authority” means the New Mexico Finance Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Net Revenues” means the revenues of the System after deducting operation and maintenance expenses of the System.

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

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

“operation and maintenance expenses” (or a phrase of similar import) means all reasonable and necessary current expenses of the Governmental Unit, paid or accrued, of

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

“Ordinance” means this Ordinance adopted by the Governing Body on July 12, 2016 approving the Loan Agreement and pledging the Net Revenues, as amended from time to time.

“Parity Obligations” mean the Loan Agreement, the Loan Agreement dated _____, 2009 between the Finance Authority and the Governmental Unit, the Loan Agreement dated _____, 2010 between the Water Trust Board and the Governmental Unit, the Drinking Water Loan Agreement dated _____, 2013 between the Finance Authority and the Governmental Unit, and the Drinking Water Loan Agreement dated _____, 2013 between the Finance Authority and the Governmental Unit, and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Net Revenues and issued with a lien on the Net Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

“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 Refunding Project.

“Refunding Project” means the refunding, refinancing and prepayment of the outstanding City of Alamogordo Joint Water and Sewer Improvement Revenue Bonds, Series 2005, on the date of execution and delivery of the Loan Agreement.

“Revenues” or “gross revenues” from the System means all income and revenues derived by the Governmental Unit from the operation of the System, or any part thereof, whether resulting from extensions, enlargements or betterments to the System, or otherwise, and includes all revenues received by the Governmental Unit or any municipal corporation succeeding to the rights of the Governmental Unit from the System and from the sale and use of water, water service and facilities, sanitary sewer service and facilities, or any combination thereof to the inhabitants of the Governmental Unit

(including all territorial annexations which may be made while the Loan Agreement is outstanding), or from the sale and use of water, water service and facilities, sanitary sewer service and sewer facilities, and facilities or any combination thereof, by means of the System owned and operated by the Governmental Unit as the same may at any time exist to serve customers outside the Governmental Unit limits as well as customers within the Governmental Unit limits, and also means income derived from the investment of any money in any of the funds established herein or contained herein (but excluding such income from investments in the Rebate Fund) even though such investment income is to be credited to the particular fund from which such investment is made.

“Series 2005 Bonds” means the City of Alamogordo Joint Water and Sewer Improvement Revenue Bonds, Series 2005.

“State” means the State of New Mexico.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Refunding Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, pledge the Net Revenues and execute and deliver the Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay the principal amount of \$2,710,000, and the pledge of the Net Revenues and the execution and delivery of the Loan Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to finance the completion of the Refunding Project and to pay the Processing Fee and Expenses.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of \$2,710,000, 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. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted is

hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

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

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

A. Program Account 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.

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

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

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

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

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

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

therein. The Governmental Unit shall not create a lien on the Net Revenues superior to that of the Loan Agreement.

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

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

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

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

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

Section 16. Redemption of Series 2004 Bonds. The Governmental Unit hereby elects to optionally redeem the outstanding Series 2005 Bonds, issued pursuant to the 2005 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. 1520 duly adopted and approved by the Governing Body of the City of Alamogordo, New Mexico, on July 12, 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. 1520

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$2,710,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING OUTSTANDING BONDS AND PAYING A LOAN PROCESSING FEE AND EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE GOVERNMENTAL UNIT'S JOINT WATER AND SEWER SYSTEM; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

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

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

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF JULY, 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: 06/14/2016

Report Date:

Report No: 12.

Submitted By: LeeAnn Nichols, Finance
Director

Subject: Consider, and act upon, the first publication of Ordinance No. 1521, 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 \$5,130,000 for refinancing of the NMFA State Shared Gross Receipts Tax Loan, Series 2008. *(LeeAnn Nichols, Finance Director)*

Fiscal Impact: \$ 5,130,000

Amount Budgeted: \$0.00

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1521 for first publication.

Background: At the regular Commission meeting of April 26, 2016, the City Commission approved the application to NMFA for the refinancing of the 2008 State Shared Gross Receipts Tax NMFA Loan in the amount of \$5,130,000.

The NMFA Loan total amount is \$5,130,000 at a true interest rate of 2.199% for a term of 12 years, maturing 6/01/2028 and a delivery date of 8/19/2046.

A presentation of the Loan issue will be presented by the City's Financial Advisor, Erik Harrigan, Director of RBC Capital Markets, LLC. Chris Muirhead, Bond Counsel 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 12th day of July, 2016, at the hour of 6:30 p.m. Upon roll call, the following members were found to be present:

Present: _____

Absent: _____

Also Present: _____

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

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. 1521

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 \$5,130,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAIVING THE COST OF REFUNDING THE GOVERNMENTAL UNIT’S OUTSTANDING LOAN AGREEMENT WITH THE NEW MEXICO FINANCE AUTHORITY DATED DECEMBER 12, 2008 AND PAYING A LOAN PROCESSING FEE AND EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE 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 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 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 improvements originally financed with the proceeds of the Governmental Unit's 2008 Loan Agreement 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 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):

“2008 Loan Agreement” means the Loan Agreement by and between the Governmental Unit and the Finance Authority, dated December 12, 2008 in the original aggregate principal amount of \$7,350,000.

“2008 Loan Ordinance” means City Ordinance No. 1344 adopted on November 3, 2008.

“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.

“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.

“Escrow Agent” means BOKF, NA, Albuquerque, New Mexico

“Escrow Agreement” means the escrow agreement relating to the Refunding Project by and between the Governmental Unit and the Escrow Agent.

“Escrow Fund” means the Escrow Fund established herein to be held by the Escrow Agent.

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

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

“Finance Authority” means the New Mexico Finance Authority.

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

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

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

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

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

“Income Fund” means the “City of Alamogordo, New Mexico 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

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 July 12, 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 July 1, 2016 between the Finance Authority and the Governmental Unit, the Loan Agreement dated February 17, 2012 between the Finance Authority and the Governmental Unit, and the Loan Agreement dated December 23, 2011 between the Finance Authority and the Governmental Unit, 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-18 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.

“Refunding Project” means the refunding, refinancing and prepayment of the outstanding 2008 Loan Agreement on the date of execution and delivery of the Loan Agreement.

“State” means the State of New Mexico.

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

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

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

Section 3. Authorization of the Refunding Project, the Loan Agreement and the Intercept Agreement. The Refunding Project and the method of financing the 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 Refunding Project is for the benefit of the Governmental Unit.

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

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

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

C. The 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 Refunding Project by the execution and delivery of the Loan Agreement.

E. The 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 Refunding Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

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

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the 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 (a) the Loan Agreement dated December 23, 2011 between the Finance Authority and the Governmental Unit, (b) the Loan Agreement dated February 17, 2012 between the Finance Authority and the Governmental Unit, and (c) the Loan Agreement dated July 1, 2016 between the Finance Authority and the Governmental Unit.

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

A. Authorization. This Ordinance has been adopted by the affirmative vote of a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Refunding Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, pledge the 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 \$5,130,000, and the pledge 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 Refunding Project and to pay the Processing Fee and Expenses.

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 \$5,130,000, 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 Refunding Project.

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

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account 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.

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

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

B. Completion of the Refunding Project. Upon completion of the Refunding Project, 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. Defeasance and Redemption of the 2008 Loan Agreement. The Governmental Unit hereby elects to defease the outstanding 2008 Loan Agreement, issued pursuant to the 2008 Loan Ordinance, contemporaneously with the execution and delivery of the Loan Agreement, and to redeem the 2008 Loan Agreement on the first optional redemption date pursuant to the terms of the Escrow 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. 1521 duly adopted and approved by the Governing Body of the City of Alamogordo, New Mexico, on July 12, 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. 1521

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 \$5,130,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING THE GOVERNMENTAL UNIT'S OUTSTANDING LOAN AGREEMENT WITH THE NEW MEXICO FINANCE AUTHORITY DATED DECEMBER 12, 2008 AND PAYING A LOAN PROCESSING FEE AND EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE 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 12th DAY OF JULY, 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: 06/14/2016

Report Date:

Report No: 13.

Submitted By: LeeAnn Nichols, Finance
Director

Subject: Consider, and act upon, the first publication of Ordinance No. 1522, 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 \$2,755,000 for refinancing of the NMFA Municipal Gross Receipts Tax Loan, Series 2008 (*LeeAnn Nichols, Finance Director*)

Fiscal Impact: \$ 2,755,000

Amount Budgeted: \$0.00

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1522 for first publication.

Background: At the regular Commission meeting of April 26, 2016, the City Commission approved the application to NMFA for the refinancing of the 2008 NMFA Municipal Gross Receipts Tax Loan in the amount of \$2,755,000.

The NMFA Loan total amount is \$2,755,000 at a true interest rate of 2.154% for a term of 12 years, maturing 6/1/2028 and a delivery date of 8/19/2016.

A presentation of the Loan issue will be presented by the City's Financial Advisor, Erik Harrigan, Director of RBC Capital Markets, LLC. Chris Muirhead, Bond Counsel 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 12th day of July, 2016, at the hour of 6:30 p.m. Upon roll call, the following members were found to be present:

Present: _____

Absent: _____

Also Present: _____

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

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. 1522

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 \$2,755,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING THE GOVERNMENTAL UNIT’S OUTSTANDING LOAN AGREEMENT WITH THE NEW MEXICO FINANCE AUTHORITY DATED NOVEMBER 21, 2008 AND PAYING A LOAN PROCESSING FEE AND EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF THE THIRD AND FOURTH INCREMENTS OF MUNICIPAL GROSS RECEIPTS TAX IMPOSED PURSUANT TO GOVERNMENTAL UNIT ORDINANCE NO. 655, ADOPTED JUNE 27, 1983 AND SECTION 7-19(D)-9, NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF MUNICIPAL 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 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 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 improvements originally financed with the proceeds of the Governmental Unit's 2008 Loan Agreement 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 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):

“2008 Loan Agreement” means the Loan Agreement by and between the Governmental Unit and the Finance Authority, dated November 21, 2008 in the original aggregate principal amount of \$3,620,000.

“2008 Loan Ordinance” means City Ordinance No. 1345 adopted on October 14, 2008.

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12, Sections 7-1-6.15, 7-1-6.46 and 7-19(D)-9 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.

“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.

“Escrow Agent” means BOKF, NA, Albuquerque, New Mexico

“Escrow Agreement” means the escrow agreement relating to the Refunding Project by and between the Governmental Unit and the Escrow Agent.

“Escrow Fund” means the Escrow Fund established herein to be held by the Escrow Agent.

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

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

“Finance Authority” means the New Mexico Finance Authority.

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

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

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

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

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

“Income Fund” means the “City of Alamogordo, New Mexico 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

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 July 12, 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 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 revenues derived from the Governmental Unit’s third and fourth one-eighth of one percent increments, for a total of one-quarter of one percent (.25%), municipal gross receipts tax imposed on all persons engaging in business in the Governmental Unit by Ordinance No. 655, adopted on June 27, 1983, as amended, which tax equals, subject to the exemptions specified in Section 7-19D-9 NMSA 1978, one-fourth of one percent of the gross receipts of all persons engaging in business in the Governmental Unit for the month in which the tax is distributed to the Governmental Unit (provided that the Governmental Unit is not pledging and the term “Pledged Revenues” does not include the state-shared gross receipts tax or any other local option gross receipts tax income received by the City). 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 7-19(D)-9 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.

“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.

“Refunding Project” means the refunding, refinancing and prepayment of the outstanding 2008 Loan Agreement on the date of execution and delivery of the Loan Agreement.

“State” means the State of New Mexico.

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

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

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

Section 3. Authorization of the Refunding Project, the Loan Agreement and the Intercept Agreement. The Refunding Project and the method of financing the 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 Refunding Project is for the benefit of the Governmental Unit.

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

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

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

C. The 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 Refunding Project by the execution and delivery of the Loan Agreement.

E. The 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 Refunding Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

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

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the 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.

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

A. Authorization. This Ordinance has been adopted by the affirmative vote of a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Refunding Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, pledge the 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 \$2,755,000, and the pledge 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 Refunding Project and to pay the Processing Fee and Expenses.

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 \$2,755,000, 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 Refunding Project.

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

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account 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.

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

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

B. Completion of the Refunding Project. Upon completion of the Refunding Project, 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. Defeasance and Redemption of the 2008 Loan Agreement. The Governmental Unit hereby elects to defease the outstanding 2008 Loan Agreement, issued pursuant to the 2008 Loan Ordinance, contemporaneously with the execution and delivery of the Loan Agreement, and to redeem the 2008 Loan Agreement on the first optional redemption date pursuant to the terms of the Escrow 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. 1522 duly adopted and approved by the Governing Body of the City of Alamogordo, New Mexico, on July 12, 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. 1522

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 \$2,755,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING THE GOVERNMENTAL UNIT'S OUTSTANDING LOAN AGREEMENT WITH THE NEW MEXICO FINANCE AUTHORITY DATED NOVEMBER 21, 2008 AND PAYING A LOAN PROCESSING FEE AND EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF THE THIRD AND FOURTH INCREMENTS OF MUNICIPAL GROSS RECEIPTS TAX IMPOSED PURSUANT TO GOVERNMENTAL UNIT ORDINANCE NO. 655, ADOPTED JUNE 27, 1983 AND SECTION 7-19(D)-9, NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF MUNICIPAL 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 12th DAY OF JULY, 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: 06/14/2016

Report Date: 6/6/2016

Report No: 14.

Submitted By: Brian Cesar, Public Works
Director

Subject: Consider, and act upon, Resolution No. 2016-22 approving a Grant Agreement between the City of Alamogordo and the New Mexico Environment Department for Capital Appropriation Project No. 15-1143-STB-RET in the amount of \$4,000,000 to plan, design, and construct a desalination treatment facility and brackish water supply system for the City of Alamogordo. (*Brian Cesar, Public Works Director*) (**Roll Call Vote required**)

Fiscal Impact: \$4,000,000.00

Amount Budgeted: \$4,000,000.00

Fund: 054-0099-990.67-74 (PW1406)

Additional Fiscal Impact:

Recommendation: Approve the Resolution.

Background: In 2014, the City of Alamogordo received legislative funding to plan, design, and construct a brackish water reverse osmosis desalination treatment plant including brackish water well redevelopment and equipping, pipeline, clear-well storage, booster station, evaporation pond, and appurtenances. However, at that time, the project design was not at a point whereby those funds could be expended within the stated time-frame.

This grant was reauthorized in 2015 and received on May 23, 2016 for the same purposes. The project is now at a stage whereby funds will be expended in a timely manner.

RESOLUTION 2016-22

APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND THE NEW MEXICO ENVIRONMENT DEPARTMENT FOR CAPITAL APPROPRIATION PROJECT (15-1143-STB-RET) IN THE AMOUNT OF \$4,000,000 TO PLAN, DESIGN, AND CONSTRUCT A DESALINATION TREATMENT FACILITY AND BRACKISH WATER SUPPLY SYSTEM FOR THE CITY OF ALAMOGORDO

WHEREAS, the City Commission of the City of Alamogordo, Otero County, State of New Mexico seek to enter into a Grant Agreement with the State of New Mexico Environment Department under Capital Appropriation Project 15-1143-STB-RET; and,

WHEREAS, the Capital Appropriation Project 15-1143-STB-RET funds total \$4,000,000; and,

WHEREAS, these funds will be utilized to plan, design, and construct a brackish water reverse osmosis desalination treatment plant including brackish water well redevelopment and equipping, pipeline, clear-well storage, booster station, evaporation pond, and appurtenances.

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

Section 1. The City of Alamogordo governing body hereby authorizes staff to prepare and submit the Capital Appropriation Project grant agreement package; and,

Section 2 . Richard A. Boss, Mayor, is authorized to sign the agreement for this project; and,

Section 3. Brian Cesar, Public Works Director, or his successor is an OFFICIAL REPRESENTATIVE and authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement.

PASSED, APPROVED, AND ADOPTED this 14th of June 2016.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Nancy E. Jacobs, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

Construction Programs Bureau Signature Page

Project Name:	City of Alamogordo
Project Number:	15-1143-STB-RET
Official Representative:	
Name	Richard A. Boss
Title	Mayor, City of Alamogordo
Signature	
Address	1376 East Ninth St., Alamogordo, NM 88310
E-mail	rboss@ci.alamogordo.nm.us
Phone	(575) 439-4205

Alternate - Official Representative:	
Name	Brian Cesar
Title	Public Works Director
Signature	
Address	2600 N. Florida Ave., Alamogordo, NM 88310
E-mail	bcesar@ci.alamogordo.nm.us
Phone	(575) 439-4241

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT
15-1143-STB - RET**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Environment, Harold Runnels Building, Room S-2072, 1190 St. Francis Drive, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "NMED", and City of Alamogordo, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2015, Chapter 147, the Legislature reauthorized an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

14-1726 (\$4,000,000) APPROPRIATION REVERSION DATE: June 30, 2018
Laws of 2015, Chapter 147, Section 45, Paragraph , four million dollars (\$4,000,000), to plan, design and construct a desalination treatment facility and brackish water supply system for Alamogordo

The Grantee's total reimbursements shall not exceed the appropriation amount four million dollars (\$4,000,000) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, zero (\$0), which equals four million dollars (\$4,000,000) (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation reauthorization language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachments A and B set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachments A and B impose more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachments A and B shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 4.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT
DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

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

Grantee: _____	Grantee: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Email: _____	Email: _____
Telephone: _____	Telephone: _____
FAX: _____	FAX: _____

Department: NMED
Name: Bertha Aragon
Title: Project Administrator
Address: Construction Programs Bureau
Harold Runnels Bldg, Room S-2072
PO Box 5469
Santa Fe, NM 87502
Email: bertha.aragon@state.nm.us
Telephone: (505) 827-2815
FAX: (505) 827-2837

Department: NMED
Name: Steven Deal
Title: Project Manager
Address: Construction Programs Bureau
2301 Entrada del Sol
Las Cruces, NM 88001
Email: steven.deal@state.nm.us
Telephone: (575) 915-1108
FAX: (505) 526-6162

The Grantee's designee shall have authority from Grantee to request disbursements. The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2018** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-

appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 2. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 2. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In lieu of the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The information currently required to be reported into the database is set forth in Exhibit 1. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 3. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and

until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any

activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation reauthorization in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if

feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

Attachments A and B are incorporated by reference and made part of the Agreement. This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made

available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Alamogordo may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Alamogordo’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamogordo or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamogordo or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the City of Alamogordo may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Alamogordo’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND CLAUSES

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Deputy Cabinet Secretary

Date

	Amendment
No.	_____
Date	_____

ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

NAME OF GRANTEE: City of Alamogordo

PROJECT NO: 15-1143-STB-RET

The GRANTEE agrees to accomplish the project as described below:

Plan, design, and construct a brackish water reverse osmosis desalination treatment plant including brackish water well redevelopment and equipping, pipeline, clear-well storage, booster station, evaporation pond, and appurtenances.

X

Official Representative

X

NMED Project Manager Approval

**ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS
TO
STATE OF NEW MEXICO
CAPITAL APPROPRIATION FUND AGREEMENT**

ARTICLE 1 REVIEW

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- B. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If, for any one circumstance, engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval prior to executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at www.nmenv.state.nm.us/cpb/cpbtop.html.
- D. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant shall meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver of the report requirement has been received.

- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval before the project is advertised for construction bids.
- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval prior to awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- H. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- I. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- J. The Grantee will provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- K. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- L. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.

- M. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.

ARTICLE 2 NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and NMED.
- B. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- C. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- D. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
- i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
 - iii. A certificate of substantial completion including punch list items;

- iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
- v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
- vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
- vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;
- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/6/2016

Report No: 15.

Submitted By: Stephen Thies, City Attorney

Subject: Consider and act upon Resolution 2016-23 to authorize the donation of surplus property to Otero County (recycling baler). (*Stephen Thies, City Attorney*) **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Resolution No. 2016-23 **(Roll Call Vote required)**

Background: In 2003, the City purchased a recycling baler unit for use in a plastic recycling project. The City paid \$8,684 for the baler in 2003. The City discontinued the project after several months. The baler was put in a storage shed located at the La Luz convenience center where it has remained ever since. Photographs of the baler are attached to this agenda report showing the current condition of the baler. The baler compacts recyclable plastics into a bale, which is less bulky and more manageable than loose plastic items.

Otero County currently operates a recycling program. You may recall that earlier this calendar year the City and the County entered into an agreement to locate recycling containers at the public works yard located on North Florida Avenue and the parking lot of the Civic Center. Otero County has now approached the City to inquire whether the City is willing to donate the baler to the County for use in their recycling program. Given the City has not used the baler in 13 years, and is extremely unlikely to have any use for the baler in the future, the Commission is requested to approve the attached resolution authorizing its donation to Otero County.

RESOLUTION NO. 2016-23

A RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS CITY PROPERTY

WHEREAS, the City of Alamogordo, New Mexico, is the owner of a Marathon Recycling Baler Unit (Asset #4877) which is no longer needed for public use, and;

WHEREAS, the City finds that the current resale value of the Baler is less than \$5000 or less and the Baler is worn-out, unusable or obsolete to the extent that the item is no longer economical or safe for continued use by the City, and;

WHEREAS, the City is desirous of disposing of said Baler as surplus property, and;

WHEREAS, Section 13-6-1, NMSA 1978, provides that the governing body of the City may dispose of surplus property by donation to another public body, and,

WHEREAS, the City desires to donate said Baler to Otero County for use at its La Luz Recycling Center.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Alamogordo, New Mexico, as follows:

1. The Baler as described herein is hereby declared surplus.
2. The Acting City Manager is hereby authorized to dispose of the surplus Baler by donation to Otero County to be used at the La Luz Recycling Center.
3. This Resolution shall take effect immediately upon adoption.

DONE this 14th day of June, 2016.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Nancy E. Jacobs, City Clerk

Stephen P. Thies, City Attorney

MARATHON RECYCLING BALER UNIT
(Asset #4877)









AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 5/23/2016

Report No: 16.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, first publication of Ordinance No. 1518 amending section 5-01-035 of the City Code concerning alcoholic beverage dispenser's licenses. (*Stephen Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No.,. 1303 for first publication.

Background: The City of Alamogordo enacted Ordinance No. 1303 on or about January 22, 2008, which regulates alcoholic beverages and amended on or about April 14, 2015 with Ordinance No. 1492. The City Commission would like to streamline the process for obtaining temporary alcoholic beverage dispenser's licenses. To expedite the process, the City Clerk will have the authority to approve and issue temporary alcoholic beverage dispenser's licenses.

ORDINANCE NO. 1518
AMENDING SECTION 5-01-035 OF CHAPTER 5 – ALCOHOLIC BEVERAGES
TO ALLOW THE CITY CLERK TO APPROVE TEMPORARY ALCOHOLIC
BEVERAGE DISPENSER’S LICENSES.

WHEREAS, the City of Alamogordo enacted Ordinance No. 1303 on or about January 22, 2008, which regulates alcoholic beverages; and,

WHEREAS, the City Commission of the City of Alamogordo deems it advisable for the City Clerk to have the authority to approve and issue temporary alcoholic beverage dispenser’s licenses; and

BE IT ORDAINED by the City Commission of the City of Alamogordo New Mexico that Section 5-01-035 the *Code of Ordinances* be amended to read as follows:

CHAPTER 5
ALCOHOLIC BEVERAGES
Article 5-01

Section 5-01-035 – Temporary alcoholic beverage dispenser’s license is hereby amended to read as follows:

5-01-035. - Temporary alcoholic beverage dispenser’s license.

- A.. *License authorized.* The governing body of the city has deemed it advisable to allow and license limited public sale of alcoholic beverages at retail and consumption on the sale premises of alcoholic beverages approved by the city commission ~~clerk~~ in specific areas of the public parks of said city, and, during community-wide celebrations, on certain other public places. Such sale shall be by responsible persons duly licensed under the Code of Ordinances, and shall be allowed for limited periods of time, as hereinafter specifically provided.
- B. *License created.* There is hereby created a license, to be denominated a temporary alcoholic beverage dispenser's license. A person to whom the city has issued a current valid temporary alcoholic beverage dispenser's license will hereinafter be referred to as a temporary alcoholic beverage dispenser's licensee.
- C. *Area designated.* A temporary alcoholic beverage dispenser's license shall designate specifically an area in a city park, or alternatively, other public places in the city, which area shall be used for the purposes of the license, and which area will hereinafter be referred to as a temporary alcoholic beverage

dispenser's.

- D. *No other area to be used.* No alcoholic beverages may be sold at retail or consumed in any city park of the city, or on any other public places of said city, whether in the central business district or otherwise, except that a temporary alcoholic beverage dispenser's licensee may use the temporary alcoholic beverage dispenser's designated on the temporary alcoholic beverage dispenser's license for purposes of retail sale, and consumption by adult consumers of alcoholic beverages on the premises of the temporary alcoholic beverage dispenser's; and provided further:
1. That such sale and consumption shall be limited to the designated temporary alcoholic beverage dispenser's.
 2. The licensee must comply with all applicable laws and ordinances.
 3. The licensee must have all of the qualifications set out in the Code of Ordinances and state statutes for an alcoholic beverage dispenser's license.
 4. The licensee must pay a license fee of fifty dollars (\$50.00) for each temporary alcoholic beverage dispenser's location.
 5. The licensee must hold a current license from the city for the sale of alcoholic beverages or beer at retail for consumption on the premises.
- E. *Duration.* The duration of a temporary alcoholic beverage dispenser's license shall not exceed three (3) days. No person shall be issued more than three (3) temporary alcoholic beverage dispenser's licenses during any calendar month. No temporary alcoholic beverage dispenser's license shall be transferred by the temporary alcoholic beverage dispenser's licensee to whom it was originally issued.
- F. *Compliance with other regulations.* Each temporary alcoholic beverage dispenser's, while in operation shall comply with all of the requirements of this chapter of the Code of Ordinances relating to dealers in alcoholic beverages.
- G. Nothing in this section shall be construed as prohibiting the city from using a premise or area designated on a governmental liquor license for the retail and consumption by adults of alcoholic beverages in any city park, or on any other public place.

DONE this _____ day of _____, 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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 5/26/2016

Report No: 17.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, the first publication of Ordinance No. 1519 amending certain sections of the Uniform Traffic Ordinance (UTO) regarding Off-Highway vehicles. *(Stephen Thies, City Attorney)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1519 for first publication.

Background: The State Legislature amended the use of off-highway and all-terrain vehicles. This caused a rewrite of Section 12-7-9.2 of the Uniform Traffic Ordinance (UTO). A new section has been added to include requirements that 1) the vehicle has headlights and one or more taillights, mirrors, brakes and mufflers; 2) the operator have a valid driver's license, instruction permit or provisional license and an off-highway motor vehicle safety permit; 3) the operator must be insured; 4) the operator is wearing eye protection and a safety helmet. The UTO has been adopted by Ordinance, so this Ordinance is required to update the UTO.

ORDINANCE NO. 1519

2016 AMENDMENT TO THE UNIFORM TRAFFIC ORDINANCE (UTO)

WHEREAS, the Uniform Traffic Ordinance, with a few exceptions, provides for traffic regulation needs of the City.

WHEREAS, it is in the best interest of the citizens of the City that health, safety and welfare be protected through a generally recognizable set of traffic laws; and,

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo, New Mexico that the Code of Ordinances of the City of Alamogordo, New Mexico is hereby amended as follows:

SECTION ONE

24-01-10. Uniform Traffic Ordinance--Adopted.

Except as otherwise provided in this chapter the 2010 New Mexico Uniform Traffic Ordinance, a traffic code, with its amendments through July 2016 is adopted by reference pursuant to Section 3-17-6, NMSA 1978 (As Amended).

SECTION TWO

24-01-030. Same--Amendments.

The following amendments to the 2010 New Mexico Uniform Traffic Ordinance are adopted:

(j) 12-7-9.2 Operation of Off-Highway Motor Vehicles on Streets or Highways - Prohibited Areas.

A. No person shall operate an off-highway motor vehicle on any limited access street at any time or any paved street or highway except as provided in Subsection B of this section.

B. Off-highway motor vehicles may cross streets or highways, except limited access highways or freeways, if the crossings are made after coming to a complete stop prior to entering the street. Off-highway motor vehicles shall yield the right of way to oncoming traffic and shall begin a crossing only when it can be executed safely and then crossing in the most direct manner, as close to a perpendicular angle as possible.

C. If authorized by ordinance or resolution of a local authority or the State Transportation Commission, a recreational off-highway vehicle or an all-terrain vehicle may be operated on a paved street or highway owned and controlled by the authorizing authority if:

(1) the vehicle has one or more headlights and one or more taillights that comply with the Off-Highway Motor Vehicle Act;

(2) The vehicle has brakes, mirrors and mufflers;

(3) The operator has a valid driver's license, instruction permit or provisional license and an off-highway motor vehicle safety permit;

(4) the operator is insured in compliance with the provisions of the Mandatory Financial Responsibility Act; and

(5) the operator of the vehicle is wearing eye protection and a safety helmet that comply with the Off-Highway Motor Vehicle Act.

D. By ordinance or resolution, a local authority or the State Transportation Commission may establish separate speed limits and operating restrictions for off-highway vehicles where they are authorized to operate on paved streets or highways pursuant to Subsection C of this section.

~~E.~~ E. A person shall not operate an off-highway motor vehicle on state game commission-owned, -controlled or -administered land except as specifically allowed pursuant to Chapter 17, Article 6 NMSA 1978.

~~D.~~ F. A person shall not operate an off-highway motor vehicle on land owned, controlled or administered by the state parks division of the Energy, Minerals and Natural Resources Department, pursuant to Chapter 16, Article 2 NMSA 1978, except in areas designated by and permitted by rules adopted by the secretary of Energy, Minerals and Natural Resources.

~~E.~~ G. Unless authorized, a person shall not:

(1) remove, deface or destroy any official sign installed by a state, federal, local or private land management agency; or

(2) install any off-highway motor vehicle-related sign. (66-3-1011 NMSA)

SECTION THREE

The provisions of this ordinance are intended to be severable and, should any portion herein be declared null void or of no effect, it is the intention of the City Commission that the remainder of the ordinance shall remain in full effect as if the voided portion had not been enacted.

DONE this _____ day of _____, 2016

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. 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: 06/14/2016

Report Date: 6/3/2016

Report No: 18.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, a request on an offer from Tommie Herrell to purchase a 3.76 acre tract from the City located at 2101 Puerto Rico Avenue. (*Stephen Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to staff.

Background: In 2007, the City and the School made a land exchange. The City exchanged a parcel of property it owned behind Fire Station #5 on South Florida for a parcel the School owned located west of the Senior Center. An aerial map is attached showing the property obtained from the School. It is identified as parcel #2101. Combined with other parcels, the School originally planned using the parcel it obtained from the City for a new school site. That site was eventually moved to South Washington. The City was planning on constructing new tennis courts on the property. The tennis courts were eventually built north of the Recreation Center.

Centennial Village is currently working on plans to redevelop a parcel located west of the Senior Center. As noted in the attached letter, during staff's discussion of the project with the developer it was suggested that Centennial Village consider purchasing parcel # 2101 from the City since the City has no future plans for using the property. Centennial Village has offered to purchase the property for the sum of \$10,000 per acre (\$37,600). The property has been given an estimated market value of \$134,179 by the Otero County Assessor.

Please note the condition placed on the offer is that the City acquire a narrow tract of property from the School that is located on the west boundary of parcel #2101. The school had previously offered to deed the narrow tract to the City when the boundary issue was identified during the 2007 land exchange but the transfer was never made.

If the City is willing to consider the offer, because the property has a value in excess of \$25,000, it will be necessary to have the property appraised. The cost of an appraisal will be approximately \$3,500 to \$5,000.

Staff requests direction.



DATE: May 24th, 1016

FROM: Tommie Herrell, Founder
Centennial Village, LLC

TO: Stella Rael
Planning & Zoning Coordinator
City of Alamogordo

SUBJECT: Request to Purchase 3.7 Acres of City Property Located Adjacent to the Senior Center
(See map below)

Hello Stella. I am the founder of Centennial Village, a new RV Park that I am developing at the location of 2118 N Florida. My vision is for a safe and friendly park with close access to the Senior Center.

Earlier in the month I meet with city attorney Steven Thies regarding the possibility of receiving an easement to cross the city's vacant 3.7 acres located to the west of the Senior Center.

During this discussion, it was suggested by Steven that a better plan might be to simply purchase the vacant 3.7 acres located west of the Senior Center. As per Steven's instructions regarding the process the City must go through when selling property, I am hearby extending an offer to purchase the discussed land for \$10,000/acre, contingent upon the city receiving a quit claim deed for the small strip of property from the Alamogordo Public Schools that lays between my property and the City's, and including a 50ft easement from Puerto Rico Ave to subject property for utilities and road.

A handwritten signature in black ink, appearing to read "Tommie Herrell", written over a horizontal line.

Tommie Herrell, Founder
Centennial Village
Alamogordo, NM 88310

Map of City Property – County ID# R023920

Red – Alamogordo Public School

Blue – City Of Alamogordo

Green – Centennial Village



PO Box 4338 | Alamogordo, NM | 88311

PHONE: 575-430-7186 | FAX: 575-437-0030

www.Centennial-Village.com

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/8/2016

Report No: 19.

Submitted By: Pamela Lee, Planning &
Zoning Commission Chair

Subject: Consider, and act upon, the drafting of an ordinance for establishing a White Sands Blvd. Beautification Advisory Committee. *(Pamela Lee, Planning & Zoning Commission Chairperson)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide direction to staff concerning an ordinance establishing the White Sands Beautification Advisory Committee.

Background: The Alamogordo Planning and Zoning Commission is requesting an ordinance be drafted establishing the White Sands Blvd. Beautification Advisory Committee. This Committee would develop a master plan for the improvement of White Sands Blvd (intersection of Hwy 82 to intersection of Hwy 54/70) that addresses: architecture and facades; trees, plants, and vegetation; volunteer recruitment/coordination; fund raising and grants; project coordination; publicity and community outreach.

The White Sands Blvd Beautification Committee shall consist of (a) six members appointed by the City Commissions with each Commissioner appointing a member; (b) a Committee Chairman appointed by the City's Mayor; and (c) the Chairman of the City's Planning and Zoning Commission. It is recommended the City Planner or senior member of the Planning Department Staff and the Assistant City Manager provide support services to the committee. Each committee person shall be appointed for a term of two years. The Chairman shall be initially appointed for a term of three years and two years there after. The committee shall establish by-laws to address committee operation. The authority of the committee shall include the ability to establish sub-committees to assist in development of the White Sands Blvd master plan.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/3/2016

Report No: 20.

Submitted By: Cheryl Otero Baker,
Administrative Assistant

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Airport Advisory Board.

Background:

Airport Advisory Board. One (1) vacancy. Staff Liaison - Veronica Ortega
(*Opening due to the expiring term of Erich Wuersching*)

The following individual is interested in being appointed:
Erich Wuersching - if appointed this will be his second term.

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

Alamogordo Disability Council. One (1) vacancy. Staff Liaison - Edward Balderrama
(*Openings due to the expiring terms of Rita Martinez and Suzanne Bertrand*)
No nominations received.

Community Development Advisory Committee. Five (5) vacancies. Staff Liaison - Stella Rael
(*Opening due to the expiring term of Bruce Knee, Tony Alger and Melanie Hall and the resignation of Eddie Kemp and Arthur Alterson*)
No nominations received.

Housing Authority Advisory Board. One (1) vacancy. Staff Liaison - Evelyn Huff
(*Opening due to the resignation of Angela Mauldin*)
No nominations received.

Mayors Committee on Aging. Three (3) vacancies. Staff Liaison – Britney Courtier
(*Openings due to the resignation of Dawn Lewis, David Day and Josephine Chavez*)

No nominations received.

Promotion Board. One (1) tourism related vacancy. Staff Liaison - Jan Waffull (*Opening due to the resignation of Kathleen Beall*) No nominations received.

Public Library Board. One (1) vacancy. Staff Liaison – Melissa Garcia (*Opening due to the expiring term of Joann Reynolds*) No nominations received.

Senior Volunteer Programs Advisory Council. Four (4) vacancies. Staff Liaison - Julie Baker (*Openings due to the expiring term of, Angela Axtolis and the resignations of William Whitley and Thomas Rich V.*) No nominations received.

AIRPORT ADVISORY BOARD

RECEIVED

MAY 20 2016

CITY CLERK

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

Name: Erich Wuerschling
Home Phone: 575 682 5820 Work Phone: _____
Cell Phone: 817 832 7071 Fax No: _____
e-mail address: erich@sugar pines rv park.com
Physical Address: 6000 Chautauqua, Cloudcroft NM
Is the above address within City limits? Yes _____ No X
Mailing Address: P.O. Box 925
Present Employer: self/Front Porch Job Title: Owner

Board/Committee you wish to serve on:

First choice: Alamogordo Airport Advisory
Second choice: _____

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

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

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

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

Experience and education relating to the Board/Committee: 2 year term
extensive experience in Wildland Aircraft
Fire Fighting experience requirements

Please indicate your interest in serving on a City Board/ Committee: To advise
on requirements for Fire Fighting
air tankers, the tanker base and
prepare for Regional West Service

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (505)439-4205
FAX: (505)439-4396

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/14/2016

Report Date: 6/2/2016

Report No: 21.

Submitted By: Nancy Jacobs, City Clerk

Subject: Recess into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss: limited personnel issues (City Manager applications), limited personnel issues (George Straface bonus), threatened or pending litigation (Wendy Irby vs. City of Alamogordo), and purchase, acquisition or disposal of real property (lease of property at 401 Fairgrounds Road).

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: