



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

April 25, 2017 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

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

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

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation of the Housing Authority Advisory Board (Leroy Copeland, Chairperson and Evelyn Huff, Staff Liaison)

2. Presentation of the Alamogordo Promotion Board (*Bob Flotte, Chairperson, Jan Wafful, Staff Liaison, and David Hayduk, Hayduk and King Advertising & Marketing PR*)

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

3. Approve the minutes for the April 11, 2017 Regular meetings. (*Rachel Hughs, City Clerk*)
4. Approve the statements related to the Executive Session held on April 11, 2017. (*Rachel Hughs, City Clerk*)
5. Consider, and act upon, award of RFQ No. 2017-01, Professional Geotechnical Engineering Services, to Amec Foster Wheeler. (*Bob Johnson, Engineering Manager*)
6. Consider, and act upon, award of IFB No. 2017-05 to multiple vendors, in the amount not to exceed \$109,958.20 related to Miscellaneous Foods, Dairy Products & Items for the Alamogordo Senior Center Nutrition Program. (*Veronica Ortega, Community Services Director*)
7. Consider, and act upon, Change Order No. 3, RFQ 2014-05, to Bohannon Huston, Inc. related to the engineering and design services for the Bonito Lake Restoration project, in an amount not to exceed \$7,256.94, including tax. (*Bob Johnson, Engineering Manager*)
8. Consider, and act upon, Ordinance No. 1535 consenting to the annexation of one acre requested by owners Clifton and Barbara McDonald located at Lot 2, McDonald Road Subdivision. Located west of the City at the northwest corner of 10th Street and McDonald Road. Case A-2016-0001(A). (*Stella Rael, Planning and Zoning Administrator*) **Roll Call Required**
9. Consider, and act upon, approval of amendment 4 in the amount of \$8,802.67 (including NMGR) to the Engineering Professional Services Agreement to OCCAM Engineers, Inc. related to the Realignment of Florida Avenue at First Street. (*Nancy Beshaler, Project Manager*)
10. Consider, and act upon, travel authorization number 17-292, for Mayor Richard Boss to travel to Washington, DC, from May 13, 2017- May 16, 2017 for National Police Week. (*Richard Boss, Mayor*)

ITEMS REMOVED FROM CONSENT AGENDA

UNFINISHED BUSINESS

NEW BUSINESS

11. Consider, and act upon, approval of amendment 2 in the amount of \$43,896.20 (including NMGR) to the Engineering and Professional Services Agreement to Smith Engineering Company related to the McKinley Channel Phase 8 Utility Relocation design. (*Nancy Beshaler, Project Manager*)
12. Consider, and act upon, acquisition of property located at 1338 N. Scenic Drive and 3001 Thunder Road related to the Corps of Engineers McKinley Channel Phase 8 project. (*Lauren Truitt, City Attorney*)

13. Consider, and act upon, Ordinance 1537 for first publication for a map amendment to the official zoning map of the City of Alamogordo to rezone the properties located at 2310 & 2400 Collins Ave. from M-2 Industrial District to R-4 Multiple Family Dwelling District. Case Z-2017-001(A) (*Darron Williams, City Planner*) **Roll Call Required**

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

WORK SESSION

15. Work session with Mark Roper from the New Mexico Economic Development Department. A presentation will be made demonstrating how the City of Alamogordo can use our increments of the New Mexico GRT for economic development. (*Julianne Hall, Finance Director*)

EXECUTIVE SESSION (Roll Call Vote Required)

16. Recess into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss threatened and pending litigation: Medeiros proposed condemnation and APD Facebook issue and Limited Personnel Matters (City Manager contract). **(Roll Call Required)**

RECONVENE INTO OPEN SESSION

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/18/2017

Report No: 1.

Submitted By: Evelyn Huff

Subject: Presentation of the Housing Authority Advisory Board (*Leroy Copeland, Chairperson and Evelyn Huff, Staff Liaison*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Housing Authority Advisory Board Annual Review Presentation

Housing Authority of the City of Alamogordo Advisory Board

Presented by
Leroy Copeland, Chairperson
Evelyn Huff, Staff Liaison

Purpose

The Housing Advisory Board makes recommendations to the City Commission on all Housing Authority related matters including:

- ❖ HUD Annual Plans and Five Year Plans
- ❖ Rules, Regulations, Bylaws and Policies used to operate the Housing Authority
- ❖ Bonds, Grant Applications and Benefit Proposals
- ❖ Disposition and Acquisition of Real Property
- ❖ Annual Operating Budget
- ❖ Further Development of Affordable Housing Opportunities

Composition

The Housing Advisory Board is a five member board. Four members are chosen from the community, while one member must be a Housing Authority resident. Preference for one spot is given to a member of a non-profit community based organization. Preference for two spots is given to members with a background in residential construction, real estate sales or real estate lending.

Current Housing Advisory Board

- ❖ Leroy Copeland (Chairperson, 2nd term)
- ❖ Rhonda Devine (Vice Chairperson, 1st term)
- ❖ Colleen Lenart (Resident Member, 1st term)
- ❖ Anna Blanch Rabe (1st term)
- ❖ Vacant

2016 Activities

- ❖ Recommended the approval of new utility allowances for both complexes
- ❖ Recommended the approval of new community service hours and fraud on the application policy
- ❖ Reviewed Goals and Objectives for 2016
- ❖ Recommended the approval of Fiscal Year 2017 Operating Budget
- ❖ Recommended the approval of leasing the Plaza Hacienda Learning Center to the Otero Hunger Coalition
- ❖ Reviewed the progress on all Housing Authority projects

Anticipated 2017 Activities

- ❖ Recommend the approval of a new Admissions and Continued Occupancy Policy
- ❖ Recommend the approval of a new lease
- ❖ Recommend the approval of the new HUD mandated No Smoking Initiative to make all public housing 100% smoke free
- ❖ Review Goals and Objectives for 2017

Meetings

Housing Authority Advisory Board meetings are held every third Thursday of the month at the Housing Authority office, 104 Avenida Amigos. The meetings begin at 5:00 pm. We do not hold meetings if there are no current items to discuss. All members of the public and residents are always welcome to attend.

Questions???

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/19/2017

Report No: 2.

Submitted By: Jan Wafful

Subject: Presentation of the Alamogordo Promotion Board (*Bob Flotte, Chairperson, Jan Wafful, Staff Liaison, and David Hayduk, Hayduk and King Advertising & Marketing PR*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

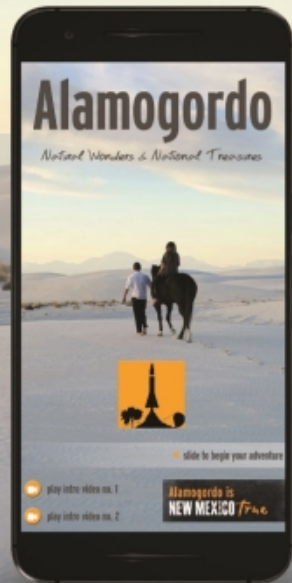
Recommendation:

Background: Promotions Board Review Presentation

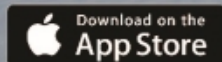
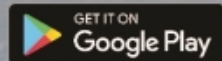
Alamogordo is
NEW MEXICO True

White Sands National Monument

Painted skies illuminate your Journey. [TRUE]



Download our new app on your
Android or Apple device.



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NEW MEXICO True

AlamogordoNMTrue.com

Ci.Alamogordo.NM.US

Lodgers' Tax Marketing and Advertising Update

- Marketing Concept
- Leverage New Mexico True
- Alamogordo Assets
- New Opportunities
- Our Plans for the Future



Santa Fe, NM

New Mexico True

- Brand is built on research
- Why people come to New Mexico
- Speaks to the Authentic Experience
- Site Doing
- Rich Culture, Activities and Outdoor Adventures
- Aligning with the “True” \$9.3 million spend.

NEW MEXICO True
Adventure that Feeds the Soul. newmexico.org

The background of the slide is a vertical advertisement for New Mexico. It features a vast, white sand dune landscape under a dramatic sky with large, billowing clouds in shades of orange, yellow, and blue, suggesting a sunset or sunrise. In the distance, dark silhouettes of mountains are visible. Two small figures of people are walking on the dunes in the lower left. Text is overlaid on the image: 'Land of Enchantment. [TRUE]' in the middle left and 'NEW MEXICO True' with the tagline 'Adventure that Feeds the Soul. newmexico.org' at the bottom center.

New Mexico True Success

- Direct visitor spend is up 21.3%
- Visitor spend generated \$629M in taxes
- Offset each household tax burden by \$826
- Tourism jobs increased by 7.5%
- Fourth consecutive year record breaking for tourism growth
- NM True advertising delivers 7:1 ROI at the tax-base level
- 2015 Data courtesy of New Mexico Tourism Department

ALAMOGORDO PROMOTION BOARD

Board Make Recommendations on Advertising
Goal is to Maximize “Heads In Beds” from Promotions side (40%)
of Lodger’s Tax

FY2016-2017 Board Members are:

- **Chair: Mr. Bob Flotte** (At Large)
- **Vice-Chair: Ms. Beverly Coble** (Tourism Related)
- **Member: Mr. Tony Mandalia** (Lodging)
- **Member: Mr. Pete Desai** (Lodging)
- **(1) Vacancy** (Tourism Related)

White Sands National Monument

Nature wild and beautiful. **[TRUE]**

Alamogordo is
NEW MEXICO *True*

AlamogordoNMTrue.com

Alamogordo is New Mexico True

- Annual Alamogordo Tourism Tax Receipts were up in FY15-16 by an increase of \$12,914.
- Alamogordo Visitor Spending increased at a growth rate of 6.5% last year.
- Lodging Report for 2016 shows occupancy is up again by 3.1% over FY15-16 this year. This is a second increase in Lodger's Tax Receipts over a 2015 increase.*

* Data from Alamogordo Actual Lodger's Tax reporting

Alamogordo

Alameda Park Zoo



Alamogordo is
NEW MEXICO *True*

ALAMEDA PARK ZOO

VISIT THE OLDEST ZOO IN THE SOUTHWEST

"Cute," "quaint" and "nice little zoo" are just some of the reviews that visitors from across the US have given Alameda Park Zoo. Founded in 1898, Alameda Park Zoo is the oldest in the Southwest. It is certified by the Association of Zoos & Aquariums and is notable for its Species Survival Plan Captive Facility for the Mexican Gray Wolf. The zoo is home to nearly 300 animals from 90 species on 12 acres — the perfect size for smaller kids. We also have an education center, gift shop, picnic area and playground.

Open daily 9 a.m. to 5 p.m. (except Christmas and New Years)

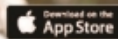
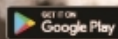
(575) 439-4290

www.Alamogordo.com/area-attractions

1321 N. White Sands Boulevard, Alamogordo



Download our new app on your
Android or Apple device.



Alamogordo Assets

- Alameda Park Zoo
- White Sands National Monument
- New Mexico Museum of Space History
- Oliver Lee State Park
- Tularosa Basin Museum of History and others

Alamogordo

New Mexico Museum of Space History

NEW MEXICO MUSEUM OF SPACE HISTORY

THE INTERNATIONAL SPACE HALL OF FAME,
NEW HORIZONS DOME THEATER & PLANETARIUM

Discover how New Mexico's Tularosa Basin became the cradle of America's space program. Visitors from across the country and around the world come to Alamogordo to learn about the history, science and technology of space travel. Permanent exhibits showcase the historical developments of rocketry and the pioneers in the field, as well as the challenges of living in space with presentations of space food, clothing, a space toilet and more. The museum also exhibits real moon rocks!

Open daily except Thanksgiving and Christmas
(575) 437-2840 or 877-333-6589
www.NMSpaceMuseum.org
www.Alamogordo.com

Experience Space



Download our new app on your
Android or Apple device.



New Mexico Museum of
SPACE HISTORY

Our Brand Position

- For the adventurous traveler who craves authentic experiences, Alamogordo is the destination that feeds the soul and energizes the spirit.

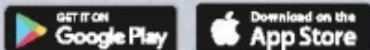
Alamogordo is
NEW MEXICO *True*

White Sands National Monument

Space to roam. **[TRUE]**



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Ci.Alamogordo.NM.US

Campaign Objectives

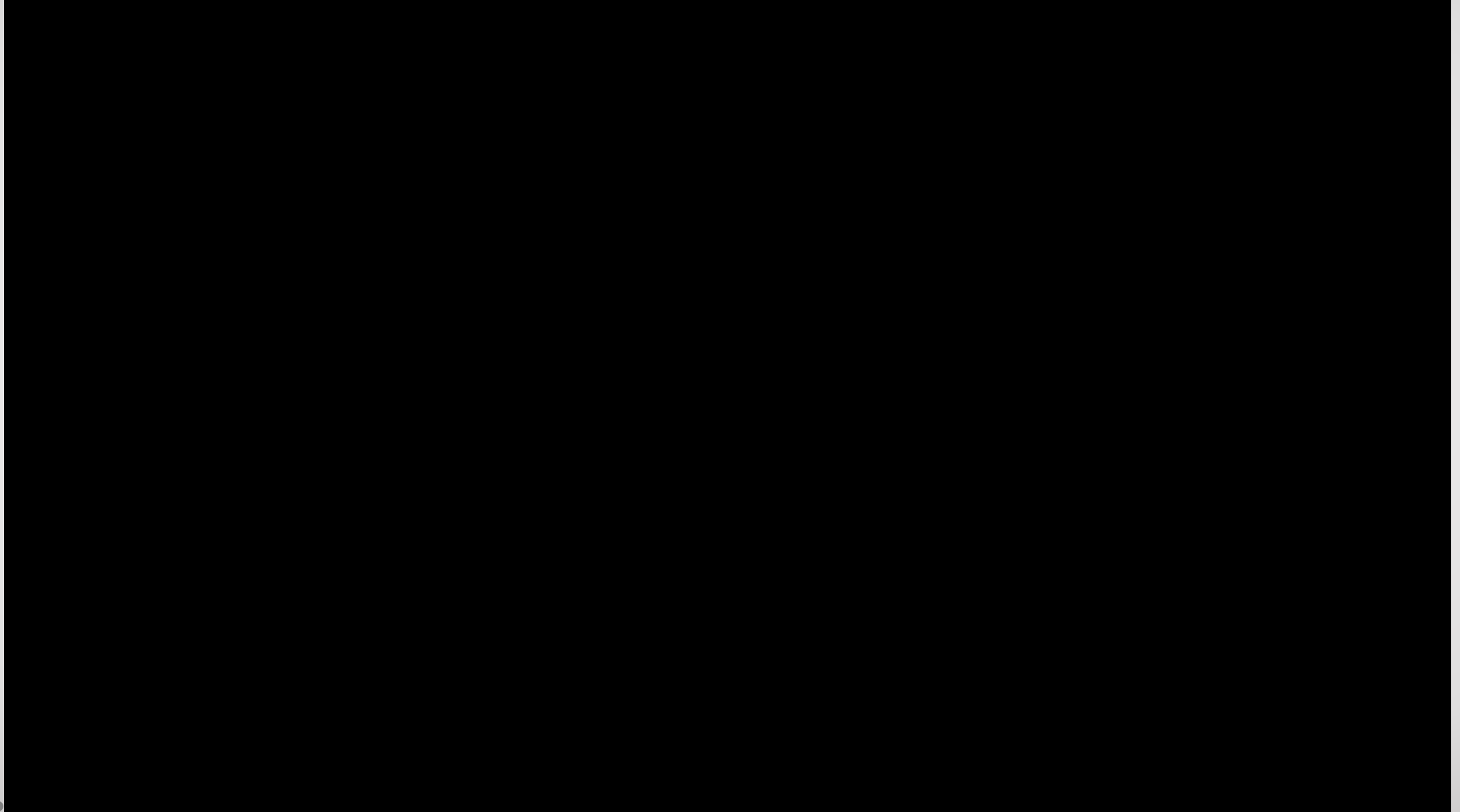
- Build on historic and cultural reputation
- Appeal to travelers' desire for immersive, local, authentic experiences
- Grow preference for Alamogordo among active travelers and outdoor enthusiasts
- Drive attendance to events
- Drive target audience to website for booking and more information

Creative Strategy

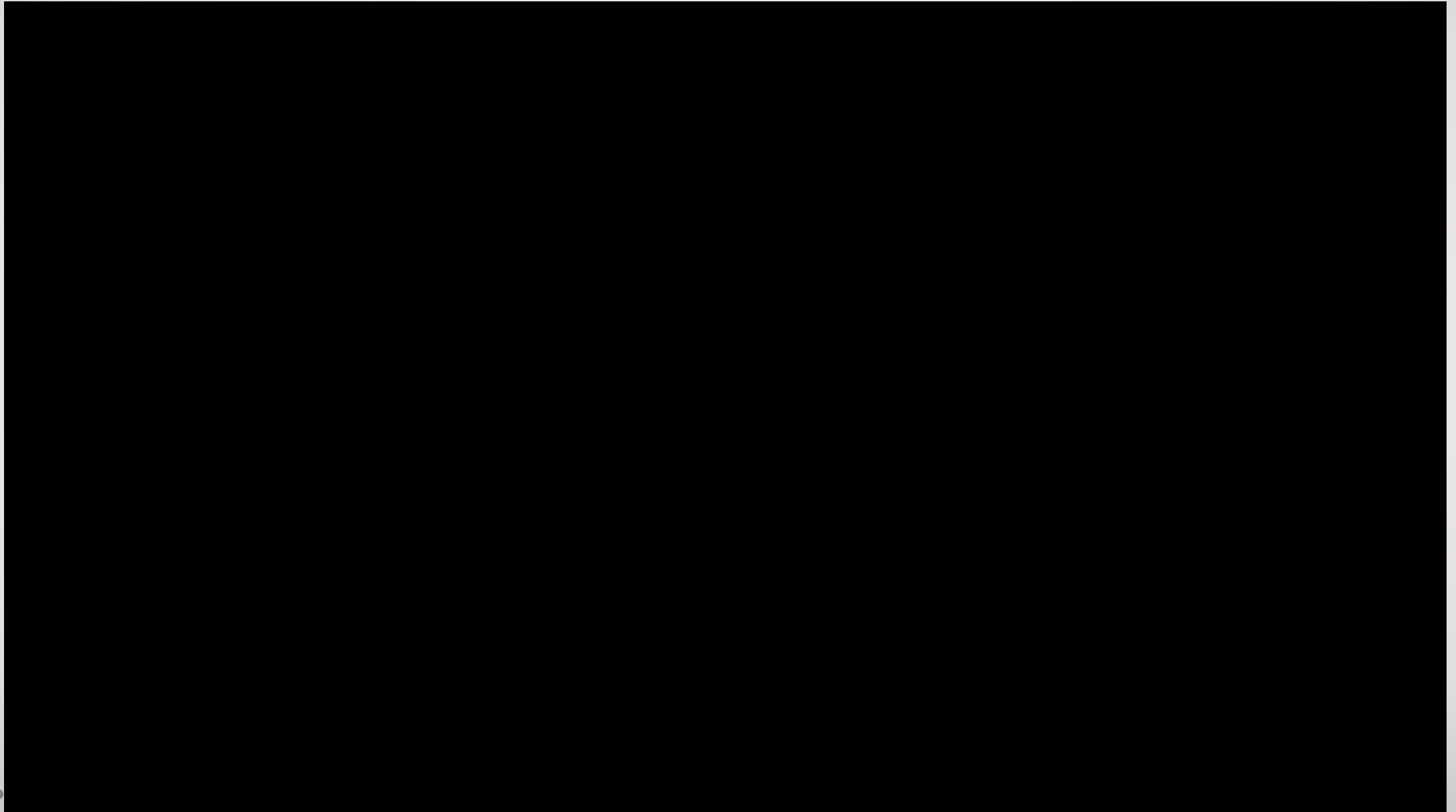


- Appeal to travelers who want more than shopping and museums
- Demonstrate powerful experiences that can energize body, mind and spirit
- Build awareness of Alamogordo as the ultimate destination for outdoor enthusiasts
- Showcase sight-doing, not just sightseeing

Television ad Film_Sand & Space



Television ad Miles & Miles

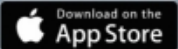


White Sands National Monument

Painted Sky illuminate your Journey. [TRUE]



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Android or Apple device.



Alamogordo is
NEW MEXICO *True*

AlamogordoNMTrue.com

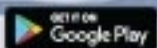
Ci.Alamogordo.NM.US

Media Strategy

- Geographically focused print
- Television



Download Now!



Nature wild and beautiful. [TRUE]



Alamogordo is
NEW MEXICO *True*

Voted top 10 of USA TODAY'S
10Best Readers' Choice category
Best National Monument

Alamogordo is
NEW MEXICO
True

Alamogordo Visitor Center

1301 N White Sands Blvd
Alamogordo, NM 88310

AlamogordoNMTrue.com
(575) 437-6120

Media Strategy

Drive Markets:

- Texas
- Arizona
- California

Fly Markets:

- Dallas
- El Paso

Alamogordo

White Sands National Monument

WHITE SANDS NATIONAL MONUMENT

ONE OF THE WORLD'S GREAT NATURAL WONDERS

A spectacular landscape shaped by natural forces, White Sands is like no other place on earth. Located in the heart of the Tularosa Basin just 15 minutes west of Alamogordo, it is the largest gypsum dune field in the world. Long considered one of the world's great natural wonders, the glistening white dunes range over 275 square miles. A unique variety of plants and animals have evolved to survive the seemingly harsh conditions.

PLANNING YOUR VISIT

The park offers a wide range of programs and activities including guided walks, full moon hikes, junior ranger programs, and the ever-popular dune sledding. Each visitor should carry sufficient water, sunscreen, sunglasses and dress suitably.

Open daily except Christmas but subject to closures for testing at neighboring White Sands Missile Range.

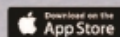
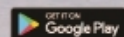
(575) 479-6124 ext.236

www.NPS.gov/WHSA/

www.Alamogordo.com



Download our new app on your
Android or Apple device.



Alamogordo is
NEW MEXICO *True*

Print & Media

Some Larger Advertising Elements Are:

- New Mexico Magazine Advertising*
- El Paso Visitors Guide Advertising*
- AARP Magazine Advertising*
- New Mexico Traveler Advertising*
- AAA New Mexico and Texas Journey Ads*
- New Mexico True Adventure Guide Ads*
- New Mexico Vacation Directory Ads*

White Sands
National Monument



Alamogordo is
NEW MEXICO True

AlamogordoNMTrue.com

Media

- Touch Point Designs / Mobile App
- Bataan Memorial Digital Marketing Sponsor*
- GuestLife Hotel Book Advertising
- Comprehensive TV Ad Campaigns with Spectrum Reach (Time-Warner), KJTV-Fox* 34*, and Comcast Spotlight* (Over 12K ads annually)

* Denotes print ads with digital marketing pieces

Alamogordo

Toy Train Depot & Museum

TOY TRAIN DEPOT

HISTORY MUSEUM, G-16 TRAIN RIDE AND GIFT SHOP

The Depot contains a Gift Shop and Model Shop where railroad supplies and memorabilia are available.

HISTORY MUSEUM

There are over 1200 feet of model railroad track with running trains. There are hundreds of trains and rolling stock on display in 5 rooms of this 100 year old train depot. Also on display are pictures, books, & history of Alamogordo and the railroad's part in establishing our city. Model trains of various gauges (sizes) are also on display.

G-16 TRAIN RIDE

This is a train ride of a little over 2 miles thru Alameda Park which is about a 20 minute ride. There are four different locomotives that run on different days -including a Union Pacific, an "old timer" steamer, a B & O, and a Western Pacific.

Train Rides... \$5.00

Museum Admission... \$5.00

Combo Ticket... \$8.00

{Both: Train Ride & Museum}

Children under 3: No charge

Open Wednesday thru Sunday*

12:00 noon to 5:00pm

*{closed Christmas & Thanksgiving Days}

Alameda Park

1991 N. White Sands Blvd.

(575) 437-2855

www.Alamogordo.com

Developing New Assets

- Open Space and Trails
- New Mexico Tourism Department Opportunities and Markets
- New Events

Alamogordo is
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Alamogordo

Tularosa Basin Museum of History

TELEPHONE BILLS
MAY BE
PAID HERE

Alamogordo is
NEW MEXICO *True*

TULAROSA BASIN MUSEUM OF HISTORY

PRESERVING THE HISTORY OF ALAMOGORDO, OTERO COUNTY
AND THE TULAROSA BASIN - FREE ADMISSION

Get your bearings with a visit to the region's history museum for a look at 19th and 20th century life in New Mexico's stunning Tularosa Basin. The Basin is significant as the historical homelands of the Apache, and later as grazing lands for early Spanish shepherders, and then cattle ranchers. History buffs will appreciate the collection of artifacts, photographs and the stuff of everyday life that helped create a resilient people who overcame the challenging terrain. Exhibits include a rare 47-star US flag, the story of the renowned La Luz Pottery factory and a rifle that shot down a bootlegger's plane!

Museum and Gift Shop open Monday through Saturday,
10 a.m. to 4 p.m. Closed Sundays

(575) 434-4438

1004 N. White Sands Blvd
AlamogordoHistory.com
AlamogordoNMTrue.com



Future Tools

- New Photography
- New Video
- Digital video ads

Thank You!



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/21/2017

Report No: 3.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the April 11, 2017 Regular meetings. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
April 11, 2017**

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

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

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

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

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.**

PRESENTATIONS

1. Presentation of American Council Conference of Engineering Companies New Mexico Award to the City of Alamogordo. *(Jim Talbert, Airport Manager)*

Airport Manager Talbert said this past Friday he attended an awards ceremony of the American Council of Engineering Companies where they awarded Delta, Airport consultants and the City of Alamogordo for excellence in the Engineering and Construction of the extension of Runway 21 at the Alamogordo Airport. He said we now have a 9,206 foot runway, which is needed for the BA146 aircraft, typically used for firefighting. This award was the only one for Airport or any kind of Airport construction. Airport Manager presented the award to the Mayor. He presented a plaque and said the teamwork between the City, the consultants and Mesa Verde made this happen.

2. Presentation of Senior Volunteer Programs Advisory Council. *(Eldon E. Hoover, Chairmen of the Board and Brittany Clark, RSVP Volunteer Coordinator)*

President of the RSVP Advisory Council, Eldon Hoover presented the Senior Volunteer Programs. He said the purpose of the Advisory Council is to serve in an Advisory capacity to the City of Alamogordo, and to assist the Senior Volunteer Program's Staff in planning and support. They also assist, assess, advise and suggest program and community needs and impact. He said the Senior Volunteer Program puts in many hours. He said the Foster Grandparent Program (FGP) is where they are role models, mentors, and friends to children with exceptional needs. The program provides a way for volunteers age 55 and over to stay active by serving children and youth in their communities. He said they currently have 15 volunteers at seven sites serving 36 children and tutoring five. He said Nina Walker-Saenz who is a volunteer in this program just received an award for New Mexico Exemplary Member of National Service Award. He said the Senior Companion Program (SCP) is where volunteers age 55 and over make a difference by providing assistance and friendship to adults who have difficulty with daily living tasks, such as shopping or paying bills. We help these adults remain independent in their homes instead of having to move to more costly institutional care. Senior Companions give families or professional caregivers a much needed time off from their duties, run errands, and often provide friendship for their clients. In this program we have 12 volunteers at three worksites and have 32 clients. The Retired Senior Volunteer Program (RSVP) is one of the largest volunteer networks in the nation for people 55 and over. You can use the skills and talents you've learned over the years, or develop new ones while serving in a variety of volunteer activities within our community. In this program we have 326 volunteers and 71 work sites in the City of Alamogordo and Otero

County. He recapped all of the annual projects they had last year, and went over future projected projects. He said the Senior Volunteer Program Advisory Council Board consists of 10 total positions; five positions currently occupied and five positions open. He said they Market and Recruit Board Positions through; the Alamo Senior Center announcements, the Alamo Senior Center Newsletter and the City Profile. Meetings are held monthly at the Alamo Senior Center every third Wednesday of the month at 1:15 p.m. He said everyone is welcome to attend. He said in conclusion, the SVP Advisory Council is a community-based project. As such, there must be a real sense of local ownership and a spirit of partnership among the community, and its partner organizations. The SVP Senior Advisory Council is a core group of individuals that provide broad representation geographically throughout Otero County, FGP/SCP/RSVP volunteers, and other interested community members. These individuals demonstrate their dedication to volunteerism as well as being a strong resource for the community. This Advisory Council provides support, direction and active participation with Senior Volunteer Programs. (See Blue Book for PowerPoint)

Mayor Boss said he had the privilege to deliver a Proclamation to the Senior Center for the volunteers. He said there were over one hundred thousand hours of work done in the Community. He thanked the Advisory Council and the volunteers for all the work they do. He also congratulated Nina Walker-Saenz for her award.

3. Presentation of Alamogordo Public Library Advisory Board. *(Karen Hutchinson, Chairman of the Library Board)*

Chairman of the Library Board, Karen Hutchinson spoke on behalf of the Advisory Board. She praised the library and said it is available to the community and the surrounding area at no cost. She said this board does function by Ordinance and the members were appointed by the City Commission. The Board serves as a public forum and they take part in policy development. We function in an advisory capacity to the Governing Board. She named the other members of the Board; Bill Dennis, Kim Lopez-Gallagher, Joel Hamilton and Gloria Vaughn. She said there are two vacancies on this Board. By Ordinance, there are two spots allocated for County residents. Those appointments get made by the County Commission. She said four or so years ago, the then County Commission chose not to fill those vacancies. She said for the majority of the meetings in 2016, they were able to conduct business because they did have a quorum. She said the previous Ordinance dictated that four members be present to conduct business. With two seats vacant, this became a challenge. The Advisory Board presented to the Commission for that verbiage to be changed to a simple majority. The Commission was able to accommodate their request. Many students take remote classes and most of the higher Institutions require that there be a Proctor for exams and our Library provides this. She briefly spoke about future projects. She discussed the statistics for the library and said this not only shows usage of certain items, but also shows what is available at the library. She said there are several databases available at the Library. She said the library allows the download of E-Books. In 2016, there were 197 physical items checked out from the library which includes: books, audio books, CDs, DVDs and playaways. There were 9,000 e-books checked out from the library. There were 20,000 database accesses and 66,000 wireless sessions. There are 18 full service computers with a reference library to help with issues. She said we are in a time where most job applications are online only, and if you are not familiar on how to do that, the reference library will help. There are few things available for check-out that you may never have thought was available. She said microscopes, telescopes, globes, and New Mexico Park passes are all available for check-out. She said this library is a true Gem and it is hard to keep up with all the advances. (See Blue Book for PowerPoint)

Mayor Boss asked if people outside of Alamogordo utilize our library. Chairman, Hutchinson said very much so. Mayor Boss said he thinks we can find two people in the County to serve on the Board. Chairman, Hutchinson said the Advisory Board has discussed her going to the County and making a presentation and making a request to fill these two vacancies. She said four years ago, when the County decided not to fill these positions, it was a different County Commission. Mayor Boss said when she does that he would be willing to go with her. Chairman, Hutchinson said she wants the blessing of this Board before she commits to doing this. She said County residents make full use of our library. Even residents from Tularosa and Cloudcroft, even though they have a library, they still make good use of this library. She said during that same time period, when the County decided not to fill these spots, they had pulled funding. That funding has now been reinstated.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

Acting City Manager Maggie Paluch made the following remarks:

1. She showed a video from White Sands Construction on the Family Fun Center. The colored concrete floors have been poured. The kitchen design has been complete and they will be roughing that in next week. The structural steel has been erected. Now that the kitchen plans are completed, the RFP for the Management Company can be re-advertised in the next coming weeks. The RFP will include the updated drawings from the contractor. Our staff is still picking out the furniture for the inside, specifically for the restaurant and bar area. The outside seating area will have seating for approximately 60 people and will have a covered awning. She said White Sands Construction is posting new videos about every week on their progress. She thanked White Sands Construction for the videos and the aerials they are doing.
2. She has confirmed with staff that the pool at the Recreation Center will open on April 29, 2017. The schedule will come out shortly. She wanted to make everyone aware that the schedule for the end of April and May will be abbreviated until our lifeguards are out of school.
3. She gave several updates on projects. She said the Bonito Lake restoration project plans are 95 percent completion. The Civic Center Reroof Plans are 100 percent complete and look to go out for bid in a couple of weeks. She anticipates an award for the bid to be at a May meeting. The First and Florida Project is moving right along. This week the contractor is completing the storm drain on South Florida. They have started the electrical work for the traffic signals and the street lighting. Next week the contractor will begin construction on the retaining wall by the Civic Center. They expect to have the sub-grade work completed on South Florida and East First Street.
4. She said Prom is this weekend at the Civic Center. She reminded everyone attending Prom to please abide by the traffic control signs and the barriers in place. She has asked the Police Department to help out with extra patrols and they are more than willing to do so.
5. She thanked Ms. Hutchinson and Mr. Hoover for their updates from each of their Boards.
6. She reminded Easter in the Park is on April 15, 2017 from 10:00 a.m. to 1:00 p.m. in Alameda Park.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

None.

CONSENT AGENDA

4. Approve the minutes for the March 28, 2017 Regular meetings. *(Rachel Hughs, City Clerk)*
5. Consider, and act upon, Resolution No. 2017-12 donating two (2) older bunker gear racks to Lincoln County. *(Jim LeClair, Acting Fire Chief)* **(Roll Call Required)**
6. Consider, and act upon, the award of IFB 2017-04 Computer Replacement Program Item #1 to JPK Micro \$54,000 and Item #2 to Hypertec USA. *(Mark Graham, MIS Manager)*
7. Consider, and act upon, Resolution No. 2017-04 requesting approval of the Housing Authority Advisory Board Open Meetings Act. *(Evelyn Huff, Housing Authority Manager)* **(Roll Call Required)**
8. Consider, and act upon, Resolution 2017-05 requesting approval of HUD Form 50077-CR, Civil Rights Certification. *(Evelyn Huff, Housing Authority Manager)* **(Roll Call Required)**

9. Consider, and act upon, the approval of Resolution No. 2017-10 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 March 28, 2017. (Kathy Gilsdorf, Budget Analyst) (Roll Call Required)

10. Consider and act upon Resolution No. 2017-11 for a grant application with EBSCO Solar for the installation of solar panels at the Alamogordo Public Library. (Sharon Rowe, Library Manager) (Roll Call Required)

Mayor Pro-Tem Hernandez asked to remove Item # 10 from the Consent Calendar.

Mayor Pro-Tem Hernandez moved to approve items 4, 5, 6, 7, 8, and 9 of the consent calendar. Commissioner Turnbull seconded the motion.

Roll call was taken for items No 5, 7, 8, 9.

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

ITEMS REMOVED FROM CONSENT AGENDA

10. Consider and act upon Resolution No. 2017-11 for a grant application with EBSCO Solar for the installation of solar panels at the Alamogordo Public Library. (Sharon Rowe, Library Manager) (Roll Call Required)

Mayor Pro-Tem Hernandez asked Library Manager Rowe where the solar panels will be placed. She answered they would be placed on the south facing slope of the roof. Mayor Pro-Tem Hernandez asked when the last time the roof was redone. She thought it was redone in either 2011 or 2012. Mayor Pro-Tem Hernandez asked if they would be making penetrations through the roof or how will they mount the panels. Library Manager Rowe said the panels will be placed on a Unirac Roof Rack System. It is almost identical to what is on the roof of City Hall.

Mayor Pro-Tem Hernandez moved to approve.

Commissioner Sikes seconded the motion.

Roll call vote was taken.

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

NEW BUSINESS

11. Consider and act upon supporting the New Mexico Aviation Aerospace STEM Expo 2017. (Bill Shuert, President of NMAAA)

President of the New Mexico Aviation Aerospace Association (NMAAA) Bill Shuert spoke on the STEM Expo. He said the NMAAA is a 501 non-profit organization formed in 2012. Their mission is to promote and retain aviation and aerospace companies to New Mexico, and also foster relationships and work corroboratively with state, federal and local entities to try and keep these businesses growing within our state. He said we work with education partners throughout the State to try and build a workforce to sustain the industry and deal with the generation of baby boomers retiring. The STEM Expo is a vital part, we are trying to encourage Mid School and High School kids to come out and get a taste of what aviation and aerospace is about. He said last year's event was a huge success. It was the first year in Alamogordo and they had 2,400 plus students in attendance. This is the single largest STEM aviation program in the United States. They had National Press and AOP magazine, which has 450,000 members that get the email everyday. Last year's event had 82 exhibits and 28 aircraft. He said Congressman Steve Pearce attended last year's event and is a supporter of the event. He said most importantly they had a lot of students that were very motivated and excited about being there. This year's STEM Expo will be October 12, 2017 at the White Sands Regional Airport. He said so far they have 144 Mid School and High School to invite. This is pretty much the whole southern half of the State plus a few schools in El Paso. We also have numerous

schools in Albuquerque and four of Reservations interested in coming down here. We are going to tag on a different program this year and have a robotic STEM competition the following day. If they have a robotics team we are going to try and have them stay the night here in Alamogordo. We are going to try and pay 100 percent transportation for these students. We are working with the Chamber of Commerce to build a bigger program to get more economic impact to Alamogordo. He said they are projecting a \$35,000 cost for this year's event. This is all done on donations and contributions. We are looking to ask the City of Alamogordo for \$10,000 to help us put this event on and help promote Alamogordo. (See Blue Book for PowerPoint)

Vice Chairman of the Airport Advisory Board, Manny Gonzales said we believe this project, not only promotes the White Sands Regional Airport and causing economic impact for the community, but also provides a significant education opportunity. Regardless of our sense of the perception or reality about the reputation of Alamogordo Public Schools, we have received a clear signal from the Air Force community about their expectations, and their expectations are high. They expect us to provide the highest education platform that we can for their dependants, our students. As a Military community we understand that their culture often involves deployment, family separation, and transfers from one duty station to the next. They have a special sensitivity about schools that under perform and over perform. This science, technology, engineering and math event is one of the ways that we can demonstrate our commitment to a unique and powerful education initiative in this community.

NMAAA President, Bill Shuert said he is a 34 year Air Force Retiree and knows what it takes in these communities. He said it's tough to move your families and come into a small, but great town. The 1,800 kids from the Alamogordo Public Schools are more motivated than the Albuquerque Public School kids that came to our event. We received these comments back from the Aviators and Scientists that came down. This year we want to make it the biggest, best event that we can. We need your help and support.

Mayor Boss said he supports this project 100 percent. If we have one of our kids come out of school as an Aircraft Maintainer, I would think it was worth it. He was concerned with the City flips the entire bill. He said we have some time to look at this and try to include the Public Schools and the County to contribute to this program. He wanted to delay a decision until we have had an opportunity to see if these other entities would be willing to do so. He said we are certainly not saying that we are not going to give some funds to the project. We are under a tight budget, and everyone knows what is going on in Santa Fe and we do not know what to expect this year. We have to be very careful and we also have our events to run in the City.

Mayor Pro-Tem Hernandez asked if we could use some Lodger's Tax money. Acting City Manager Paluch stated this would come from Fund 20; this is the other portion of the Lodgers tax. This is not Fund 16 for the promotions for 60 miles outside of the City. This is in the Civic Center's budget. Mayor Pro-Tem Hernandez was supportive of this. He said if we can get some help from some other entities that would be great, but if not, I would be in support of this 100%. Mayor Boss said we can talk to the County and try to convince them, this would be beneficial to them and their kids. Mayor Boss reiterated this is certainly not saying no. Last year we did not have any time, we had to make a quick decision, this year we have time.

No Action was taken.

12. Consider and act upon Ordinance No. 1536 creating a law prohibiting Public Affray. (Lauren Truitt, City Attorney) (Roll Call Required)

City Attorney Truitt said this would create a Municipal Ordinance penalizing Public Affray. She introduced Assistant City Attorney Petria Schreiber who is also the Prosecutor for Municipal Court. Assistant City Attorney Schreiber said our City Criminal Code is adopted from the State Ordinances. She said unfortunately our Municipal Code does not have a Public Affray Ordinance. This has come to my attention from several officers. This behavior is already criminalized by State Statute, so we are not adding a law, we are simply it is bringing it into City Ordinance as well.

Acting City Manager Paluch asked Assistant City Attorney Schreiber to detail what Public Affray is, why it is good to have it and how we are citing it currently. Assistant City Attorney Schreiber said Public Affray is two or more persons voluntarily or by agreement engaging in any fight using any blows or violence towards each other in an angry or quarrelsome manner in any public place to the disturbance of others. She said there has been some question about the people sword fighting in the park. She said it is not being cited now, it is

not going to start to be cited. That obviously is not an angrily or quarrelsome manner, it does not meet that level of the Statute. Currently it is being cited, just not being cited into our Municipal Court, it is going to the State Court.

Mayor Pro-Tem Hernandez moved to approve.

Commissioner Payne seconded the motion.

Roll call vote was taken.

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

13. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss PSAP. (Roll Call Vote required)

Commissioner Turnbull moved to adjourn at 7:21 p.m.

Mayor Pro-Tem Hernandez seconded the motion.

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

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy City Clerk)
Approved at the Regular Meeting held on April 25, 2017.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/21/2017

Report No: 4.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Session held on April 11, 2017. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the following statements authorizing them to be included in the minutes of April 28, 2017: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on April 11, 2017, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: PSAP."

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/07/2017

Report No: 5.

Submitted By: Bob Johnson

Subject: Consider, and act upon, award of RFQ No. 2017-01, Professional Geotechnical Engineering Services, to Amec Foster Wheeler. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: 0.00 (Geotechnical service costs are budgeted as part of approved Engineering or Public Works projects)

Amount Budgeted: \$0.00

Fund:

Additional Fiscal Impact:

Recommendation:

Approve the award and authorize staff to negotiate a professional services agreement and fee structure.

Background: The Consultant's scope of work is to provide various geotechnical services as required to facilitate a wide variety of construction and construction-related projects.

The RFQ was advertised on February 26, 2017. Three (3) responsive proposals were received on March 27, 2017: Amec Foster Wheeler; Terracon; and PSI, Inc.

As a result of the evaluation process, Amec Foster Wheeler was selected for award. RFQ 2017-01 and the submitted proposals are available in the City Clerk's office. The composite score sheet is attached.

CITY OF ALAMOGORDO
COMPOSITE SCORE SHEET
Geotechnical Services
March 27th 2017
RFQ NO. 2017-01

Factor	Available Points per Vendor	5 Committee Members	Amec Foster Wheeler	Terracon	PSI Inc.
1	150	Specialized Design and Technical Competence	130	119	125
2	100	Capacity & Capability	84	76	80
3	100	Past Record of Performance	84	85	76
4	75	Approach to Providing the Services	59	61	52
5	25	Proximity to or Familiarity with the Alamogordo Area	22	24	18
6	25	The amount of design work that will be produced by a New Mexico business with in this state	12	25	5
7	25	Current Value of Work with City of Alamogordo	25	15	25
8	0	Preference - Local, State & Veterans	20.8	0	0
Total Available	500	Accumulated Score	436.8	405	381
Total Rank			1	2	3

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/11/2017

Report No: 6.

Submitted By: Veronica Ortega

Subject: Consider, and act upon, award of IFB No. 2017-05 to multiple vendors, in the amount not to exceed \$109,958.20 related to Miscellaneous Foods, Dairy Products & Items for the Alamogordo Senior Center Nutrition Program. (*Veronica Ortega, Community Services Director*)

Fiscal Impact: \$109958.20

Amount Budgeted: \$5,776.86
\$1,974.21

Fund: 071-8024-445-3260
071-8023-445-3260

Additional Fiscal Impact:

Recommendation: Award Brady Industries seven (7) items for an estimated total \$1,713.60. Award Sysco (107) One-Hundred & Seven items for an estimated total \$38,290.00. Award Shamrock (71) Seventy One items for an estimated total \$38,826.50. Award Prices (10) Ten items for an estimated total of \$15,400.30.

(Bid amount estimated total of \$109,958.20 is based on bid quantities).

Background: IFB No. 2017-05 was advertised February 19, 2017 and opened March 28, 2017. The IFB was sent out to (8) Eight prospective bidder with (5) five responsive bids received. This IFB is awarded on an "item by item" basis to the low bidder meeting specifications and requirements. Award will be fixed price, estimated quantity for a six (6) month period commencing May 01, 2017 through October 31, 2018.

Fiscal impact will be no more than budget. Total estimated bid of \$109,958.20 is based on maximum bid quantities. Orders are placed as items are needed, and will not exceed amount budgeted. This bid overlaps fiscal years.

					Sysco		Ben E Keith		Prices		Brady		Shamrock	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	20	cs	6 - #10/per cs	Apples-sliced-solid pk-in water	31.69	633.80	45.22	904.40					39.08	781.6
2	20	cs	6 - #10/per cs	Applesauce, unsweetened	26.19	523.80	24.83	496.60					25.03	500.6
3	72	cs	6 - #10/per cs	Apricot-Halves-in light syrup	36.20	2606.40	44.77	3223.44					48.36	3481.92
4	45	cs	6 - #5/per cs	honey	92.98	4184.10	94.33	4244.85					79.04	3556.8
5	6	cs	6 - #10/per cs	Cranberry Sauce - whole	47.48	284.88	44.59	267.54					45.69	274.14
6	6	cs	10 #/per cs	Coconut-shredded	19.96	119.76	30.52	183.12					23.75	142.5
7	30	cs	6 - #10/per cs	Mixed Fruit - in light syrup	36.84	1105.20	42.32	1269.60					32.06	961.8
8	10	cs	6 - #10/per cs	Oranges-Mandarin-in water	19.88	198.80	28.89	288.90					23.10	231.00
9	72	cs	6 - #10/per cs	Pears-diced-in light syrup	28.24	2033.28	42.89	3088.08					41.14	2962.08
10	20	cs	1 gal btl	tabasco hot sauce	11.44	228.80	No Bid	No Bid					151.65	3033.00
11	24	cs	6 - #10/per cs	Pineapple-tidbits-light syrup	30.39	729.36	38.03	912.72					29.21	701.04
12	9	cs	6 - #10/per cs	Plums-Purple-heavy syrup	35.74	321.66	42.44	381.96					35.55	319.95
13	4	cs	24 - 1 #/per cs	Raisins-seedless	39.71	158.84	34.67	138.68					44.83	179.32
14	72	cs	6 - #10/per cs	Tropical-Fruit-in light syrup	42.43	3054.96	43.68	3144.96					44.54	3206.88
15	5	cs	2 - 32 oz/per cs	Juice - Lemon	27.16	135.80	32.13	160.65					25.99	129.95
16	5	cs	2 - 46 oz/per cs	Juice - Pineapple	22.87	114.35	39.14	195.70					32.72	163.60
17	6	cs	6 - #10/per cs	Pie - Filling - Apple	33.17	199.02	49.02	294.12					53.21	319.26
18	20	cs	2-gal/per cs	blu cheese dressing	40.12	4092.24	36.89	737.80					28.79	575.80
19	6	cs	6 - #10/per cs	Pie - Filling - Peach	58.44	350.64	67.77	406.62					82.68	496.08
20	20	cs	2-gal/per cs	honey mustard	42.30	423.00	26.63	532.60					18.99	379.80
21	750	#	50#/per bag	Beans - Pinto-Dry-Triple Cleaned	28.66	21495.00	0.5422	406.65					27.59	413.85
22	15	cs	2/gal/per cs	A-1 sauce	75.60	1134.00	76.73	1150.95					75.57	1133.55
23	6	cs	6 - #10/per cs	Beans - Ranch - Style - in sauce	28.36	170.16	31.47	188.82					32.53	195.18

					Sysco		Ben E Keith		Prices		Brady		Shamrock	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
24	20	cs	250/cs	2 gallon zip lock bag	12.01	240.20	25.76	515.20					20.36	1018.00
25	15	cs	6 - #10/per cs	Beets-Sliced-in juice	23.23	348.45	33.52	502.80					25.23	378.45
26	30	btl	30oz	maple cinnamon	124.53	1245.30	No Bid	No Bid					9.32	279.60
27	15	bg	25#	butter beans	34.00	1258.00	No Bid	No Bid					23.50	352.50
28	15	cs	6 - #10/per cs	Peas - Blackeyed, no snaps	26.66	399.90	28.39	425.85					26.50	397.50
29	5	cs	6 - #10/per cs	Peppers - Jalapeno - Sliced	24.01	120.05	19.08	95.40					22.30	111.50
30	6	cs	6 - #10/per cs	Potato-Instant Granules- Complete	46.76	280.56	49.36	296.16					45.74	274.44
31	27	cs	6 - #10/per cs	Potato - Sweet - cut - in syrup	34.96	943.92	34.84	940.68					37.61	1015.47
32	50	cs	4/1gal/per cs	grease cutter plus	42.15	2107.50	59.49	2974.50					117.49	5874.50
33	5	cs	6 - #10/per cs	Tomato - Ketchup	3.43	17.15	31.73	158.65					29.13	145.65
34	4	cs	6 - #10/per cs	Tomato - Pizza - Sauce	22.10	88.40	28.08	112.32					26.16	104.64
35	4	cs	6 - #10/per cs	Tomato - Spaghetti - Sauce	23.40	93.60	35.82	143.28					35.56	142.24
36	15	cs	#	corn beef	3.33	49.95	3.09	46.35					3.18	1335.60
37	15	cs	6 - #10/per cs	Tomato - Stewed	23.08	346.20	24.28	364.20					24.00	360.00
38	10	cs	48 - 6 oz/per cs	Juice - Tomato - low-sodium	24.04	240.40	No Bid	No Bid					22.00	220.00
39	10	cs	48 - 6 oz/per cs	Juice - V8 - low-sodium	22.74	227.40	No Bid	No Bid					24.87	248.70
40	70	cs	144 per/cs	eggs boiled	29.13	2039.10	23.30	1631.00					12.64	884.80
41	5	cs	6 - 5#/boxes	Cake-Spice	59.39	296.95	30.56	152.80					65.00	325.00
42	10	cs	20-loaves/per cs	whole wheat sliced bread	22.22	222.20	22.26	222.60					25.80	516.00
43	5	cs	6 - 5#/boxes	Cake-Yellow	23.09	115.45	41.50	207.50					71.37	356.85
44	6	cs	6 - 24 oz./per cs	Gravy - Beef - low-sodium	26.46	158.76	No Bid	No Bid					27.89	167.34
45	6	cs	6 - 24 oz./per cs	Gravy - Chicken - low-sodium	31.58	189.48	No Bid	No Bid					27.26	163.56
46	6	cs	6 - 24 oz./per cs	Gravy - Turkey - low-sodium	40.84	245.04	No Bid	No Bid					28.23	169.38
47	6	cs	6 - 24 oz./per cs	Gravy - White - low-sodium	18.16	108.96	No Bid	No Bid					18.93	113.58
48	5	cs	6 - 5#/boxes	Mix-Biscuit	26.95	134.75	24.91	124.55					31.99	159.95

					Sysco		Ben E Keith		Prices		Brady		Shamrock	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
49	5	cs	6 - 5#/boxes	Mix Potato - Augratin	50.56	252.80	53.37	266.85					47.85	239.25
50	5	cs	6 - 5#/boxes	Mix-Stuffing-Uncle-Ben's or equal-Large-bag	56.02	280.10	68.63	343.15					42.00	210.00
51	5	sk	50 # sack	Flour-Whole-Wheat	11.59	57.95	11.22	56.10					17.97	89.85
52	25	sk	50 # sack	Flour-White-All-Purpose	11.46	286.50	17.22	430.50					11.30	282.50
53	10	sk	25 # sack	Cornmeal-Yellow	9.16	91.60	9.44	94.40					9.40	94.00
54	6	36oz	25 # sack	Rice-Long-Grain-Wild	38.86	233.16	51.24	307.44					34.25	205.50
55	10	sk	25# sack	Rice-Parboiled	9.83	98.30	10.64	106.40					10.70	107.00
56	2	cont	5 #/cont	Baking - Powder	8.39	16.78	17.10	34.20					6.89	13.78
57	5	cs	24 - 1#/box	Cornstarch	16.47	82.35	17.51	87.55					17.63	88.15
58	3	cs	20 - 1#/box	Yeast	48.42	145.26	61.22	183.66					50.10	150.30
59	10	cs	500 - 2 ct/ case	Crackers - Saltines	8.61	86.10	14.67	146.70					14.19	141.90
60	10	cs	6 - 1 #/ case	Base - Beef - low-sodium	49.20	492.00	52.49	524.90					37.16	371.60
61	10	cs	6 - 1 #/ case	Base - Chicken - Low-sodium	45.28	452.80	47.80	478.00					37.03	370.30
62	10	cs	6 - 1 #/ case	Base - Turkey - Low-sodium	No Bid	No Bid	No Bid	No Bid					48.07	480.70
63	10	cs	12 - 50 oz/case	Soup-Cream-of-Chicken	43.20	1512.00	46.58	1630.30					46.25	1618.75
64	10	cs	12 - 50 oz/case	Soup-Cream-of-Mushroom	42.80	1070.00	46.18	1154.50					45.87	1146.75
65	5	cs	12 - 50 oz/case	Soup-Cream-of-Tomato	32.72	490.80	No Bid	No Bid					35.50	532.50
66	5	cs	24-20 oz/case	Coffee Creamer - canister	28.11	281.10	43.00	430.00					34.84	348.40
67	5	cs	200 ct/case	PC - Ranch - Dressing	5.78	28.90	19.12	95.60					19.44	97.20
68	5	cs	200 ct/case	PC - French - Dressing	13.11	131.10	17.97	89.85					11.87	59.35
69	5	cs	200 ct/case	PC - Italian - Dressing	16.78	167.80	17.74	88.70					31.26	156.30
70	5	cs	200 ct/case	PC - Thousand - Island - Dressing	18.02	36.04	19.08	95.40					11.24	56.20
71	40	cnt	26oz	ancho seasoning	17.42	696.80	17.09	683.60					15.52	620.80
72	5	cs	200 ct/case	PC - Assorted - Jellies	6.35	63.50	11.51	115.10					12.18	121.80
73	5	cs	2/1250/ case	PC - Sweet-n-Low-Packets	7.83	46.98	25.26	126.30					14.73	73.65
74	15	cs	600 ct/case	PC - Promise-Margarine-or-equal	22.69	340.35	23.96	359.40					20.51	205.10
75	5	cs	100 ct/case	PC - Peanut Butter - Packets	20.58	102.90	40.31	403.10					39.64	198.20
76	5	cs	100 ct/case	PC - Cheddar Cheese - Packets	16.58	198.96	No Bid	No Bid					42.46	297.22
77	20	cs	30 - 1 #/case	Margarine - Solids	17.62	352.40	18.32	366.40					21.31	426.20
78	4	cs	3/1gallon	Liquid Butter	30.01	120.04	No Bid	No Bid					28.66	114.64
79	6	cs	35#/case	PV - Liquid -Shortening	19.72	118.32	21.11	126.66					23.33	139.98
80	20	cs	6ct/case	Vegelele -Pan Spray - Can	10.84	216.80	17.10	342.00					16.29	325.8
81	5	cs	24-20 oz/case	Sugar - Granulated - cannister	62.68	940.20	41.92	628.80					37.41	561.15
82	10	sk	50 #/sack	Sugar - Granulated	22.11	221.10	29.53	295.30					22.36	223.60
83	5	cs	12 - 2 #/case	Sugar - Brown	24.81	372.15	26.16	392.40					25.40	190.50
84	5	cs	4 - 1 gal/case	LowFat-Coleslaw-Dressing	32.01	160.05	No Bid	No Bid					28.40	142.00

					Sysco		Ben E Keith		Prices		Brady		Shamrock	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
85	10	cs	6/#10 can	Tomatoe Paste	30.84	308.40	32.37	323.70					32.63	326.30
86	10	cs	6/#10 can	Salsa/Picante Sauce	37.03	370.03	52.74	527.40					37.87	378.70
87	5	cs	4 - 1 gal/case	LowFat - Mayonaise	27.68	138.40	40.94	204.70					23.40	117.00
88	5	cs	18 - 3.2 oz/case	Ranch - Dressing - Mix	24.08	120.40	33.20	166.00					21.30	106.50
89	2	cs	6 - #10/case	Mustard - Yellow - Prepared	11.48	22.96	19.29	38.58					17.86	35.72
90	2	cs	4 - 1 gal/case	Vinegar - Distilled - White	13.05	13.05	7.32	14.64					12.40	24.80
91	2	cs	4 - 1 gal/case	Relish - Pickle	19.24	38.48	No Bid	No Bid					24.45	48.90
92	2	cs	4 - 1 gal/case	Relish - Sweet	23.88	47.76	27.59	55.18					27.25	54.50
93	5	cs	6 - #10/case	Pudding - Chocolate - RTE	25.49	127.45	35.06	175.30					29.39	146.95
94	5	cs	6 - #10/case	Pudding - Lemon - RTE	25.53	127.65	31.23	156.15					36.39	181.95
95	5	cs	12 - 24 oz/case	Gelatin - Citrus	27.75	138.75	30.09	150.45					26.03	130.15
96	5	cs	12 - 24 oz/case	Gelatin - Reds	24.83	124.15	No Bid	No Bid					26.03	130.15
97	10	cs	20 #/case	Pasta - Egg-Noodles - medium	15.65	313.00	14.98	149.80					15.44	308.80
98	10	cs	20 #/case	Pasta - Elbow-Macaroni	11.22	112.20	23.95	239.50					12.97	129.70
99	10	cs	20 #/case	Pasta - Lasagna-Noodles	15.86	253.76	17.16	171.60					15.90	159.00
100	10	cs	20 #/case	Pasta - Spaghetti	12.13	121.30	18.89	188.90					12.80	128.00
101	10	cs	20 #/case	Pasta - Tri-Colored - Noodle	14.22	284.40	41.33	413.30					21.19	211.90
102	10	cs	10 - dozen/case	Tortilla - Yellow - Corn - 6"	19.34	38.68	14.50	145.00					18.50	185.00
103	5	cs	12 - dozen/case	Tortilla - Whole - Wheat - 6"	10.21	51.05	31.43	157.15					26.78	66.95
104	5	cs	96 ct/case	Cereal - Cherrios-Honey-Wheat	25.26	378.90	38.74	581.10					26.75	401.25
105	5	cs	96 ct/case	Cereal - Frosted-Flakes	28.06	420.90	26.69	400.35					26.75	401.25
106	5	cs	96 ct/case	Cereal - Golden-Grahams	25.26	378.90	35.97	539.55					26.75	401.25
107	5	cs	48 ct/case	Cereal - Instant-Oatmeal - Packets	7.75	77.50	9.26	92.60					9.74	97.40
108	2	cs	24 #/case	Cereal - Oatmeal - Quick - Cook	28.38	28.38	27.86	55.72					36.15	72.30
109	25	cont	10#	whole peeled garlic cloves	70.35	844.20	15.84	396.00					59.40	742.50
110	1	cont	16 oz ea.	Spice - Extract - Almond	12.84	12.84	4.61	4.61					6.78	6.78
111	1	cont	16 oz ea.	Spice - Extract - Lemon	10.18	10.18	11.08	11.08					20.79	20.79
112	1	cont	16 oz ea.	Spice - Extract - Vanilla	36.60	36.60	21.39	21.39					4.81	4.81
113	5	cont	3 # cont	Spice - Flakes - Onion	33.14	165.70	No Bid	No Bid					7.25	36.25
114	15	bag	25#bag	breads crumbs panko	18.26	273.90	18.06	270.90					17.90	268.50
115	5	cont	3 # cont	Spice - Granulated - Garlic	55.01	110.02	27.57	137.85					47.79	238.95
116	1	cont	16 oz ea.	Spice - Ground - Cinnamon	8.42	8.42	4.28	4.28					7.53	7.53
117	25	cs	12/1#boxes	cornflake crumbs	33.85	846.25	13.89	347.25					36.27	906.75
118	1	cont	16 oz ea.	Spice - Ground - Cumin	8.78	8.78	9.24	9.24					10.78	10.78
119	25	cs	12/doz per-cs	flour tortilla 12 inch	21.37	534.25	24.74	618.50					23.31	582.75
120	1	cont	16 oz ea.	Spice - Powder - Chile	19.29	19.29	9.12	9.12					8.42	8.42
121	45	cs	120ct	buns burger 3 -4 inch	19.80	891.00	18.13	815.85					22.15	996.75

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122	10	cont	16 oz ea.	Spice - Powder - Onion	6.23	62.30	7.31	73.10					6.90	69.00
123	1	sk	25 #	Spice - Salt - Plain	5.82	5.82	5.32	5.32					5.47	5.47
124	1	cs	4 - 1 gal/case	Spice - Sauce - BBQ (like cattlemens)	47.58	47.58	44.78	44.78					31.76	31.76
125	6	cs	6 - #10/case	Spice - Sauce - Cheese - Nacho	No Bid	No Bid	52.24	313.44					32.92	197.52
126	10	cont	5oz	spice chives	6.31	63.10	6.64	66.40					28.54	285.40
127	1	cs	4 - 1 gal/case	Spice - Sauce - Soy	31.09	31.09	40.41	40.41					34.30	34.30
128	20	cont	20oz	Spice - Seasoning-lime pepper	No Bid	No Bid	No Bid	No Bid					15.50	310.00
129	1	cs	4 - 1 gal/case	Spice - Sauce - Teriyaki	41.18	41.18	43.88	43.88					43.33	43.33
130	1	cs	4 - 1 gal/case	Spice - Sauce - Worcestershire	25.61	25.61	17.20	17.20					30.42	30.42
131	5	cont	16 oz	Spice - Seasoning - Big & Bold Mont.	8.22	41.10	No Bid	No Bid					11.06	55.30
132	5	cont	16 oz	Spice - Seasoning - Italian Blend	21.26	106.30	7.80	39.00					7.89	39.45
133	1	cont	16 oz	Spice - Seasoning - Mrs. Dash	15.13	15.13	15.99	15.99					46.85	46.85
134	15	cont	26oz	Spice - Seasoning smokey mesquite	42.63	639.45	No Bid	No Bid					15.59	233.85
135	20	cont	20oz	Spice - Seasoning - north woods chicken	No Bid	No Bid	No Bid	No Bid					8.16	163.20
136	2	cs	48 ct/case	Disposable - Shaker - Salt	13.60	27.20	15.00	30.00					15.15	30.30
137	2	cs	48 ct/case	Disposable - Shaker - Black - Pepper	44.36	88.72	41.96	83.92					59.21	118.42
138	10	cs	12 - 2.5 #/case	Frozen-Veg-Broccoli-Cuts	21.40	214.00	30.77	307.70					25.54	255.4
139	15	cs	12 - 2.5 #/case	Frozen-Veg-Broccoli-Normandy	31.38	470.70	No Bid	No Bid					30.36	455.40
140	15	cs	12 - 2.5 #/case	Frozen-Veg-Brussel-Sprouts	26.98	404.70	37.61	564.15					25.88	388.20
141	15	cs	12 - 2.5 #/case	Frozen-Veg-Capri-Mix	21.04	315.60	21.43	321.45					24.24	363.6
142	15	cs	12 - 2 #/case	Frozen-Veg-Carrots-Baby	19.67	295.05	22.43	336.45					21.85	327.75
143	15	cs	12 - 2 #/case	Frozen-Veg-Cauliflower	20.88	313.20	27.37	410.55					26.02	390.3
144	15	cs	12 - 2.5 #/case	Frozen-Veg-Corn-Chuckwagon	22.23	333.45	No Bid	No Bid					25.15	377.25
145	15	cs	12 - 2.5 #/case	Frozen-Veg-Corn-Whole-Kernal	19.95	299.25	23.94	359.10					25.15	377.25
146	15	cs	12 - 2 #/case	Frozen-Veg-Green-Beans-Cut	17.36	260.40	22.53	337.95					24.15	362.25
147	15	cs	5 - 5 #/case	Frozen-Veg-Green-Chile-Chopped-Mild-Roasted (like young guns)	22.06	330.90	24.17	362.55					23.83	357.45
148	15	cs	12 - 2.5 #/case	Frozen-Veg-Italian-Mix	23.37	350.55	28.52	427.80					24.65	369.75
149	5	cs	12 - 2.5 #/case	Frozen-Veg-Stir-Fry-Mix	37.42	187.10	No Bid	No Bid					27.33	163.98
150	15	cs	12 - 2.5 #/case	Frozen-Veg-Mixed-Vegetables	21.38	320.70	29.34	440.10					24.27	364.05
151	6	cs	12 - 2.5#/case	Frozen -Veg-Breaded-Onion Rings	63.43	380.58	62.73	376.38					47.31	331.17
152	15	cs	12 - 2.5 #/case	Frozen-Veg-Peas and Carrots	20.82	312.30	18.11	271.65					28.1	421.5
153	15	cs	6 - 5 #/case	Frozen-Veg-Potato-French-Fries	16.93	253.95	18.01	270.15					20.27	304.05
154	15	cs	6 - 5 #/case	Frozen-Veg-Potato-Tater-Tots	32.22	483.30	35.46	531.90					28.60	429.00
155	15	cs	5 - 5 #/case	Frozen-Veg-Potato-Sweet-Potato-Fries	25.93	388.95	28.62	429.30					25.96	389.4
156	15	cs	6 - .5 gal/c	Frozen-Veg-Red-Chile-Sauce-Mild	19.16	287.40	27.91	418.65					19.41	291.15
157	15	cs	12 - 2.5 #/case	Frozen-Veg-Scandinavian-Mix	22.21	333.15	No Bid	No Bid					36.46	546.9
158	15	cs	12 - 3 #/case	Frozen-Veg-Spinach-Chopped	28.71	430.65	32.17	482.55					31.69	475.35

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159	15	cs	12 - 2.5 #/case	Frozen-Veg-Squash-Yellow	31.73	475.95	23.34	350.10				37.19	557.85
160	15	cs	2 - 5 #/case	Frozen-Bread-Hush-Puppies	15.48	232.20	18.10	271.50				19.01	285.15
161	15	cs	12-2.5#/case	Frozen-Veg-California Blend	19.15	287.25	27.51	412.65				23.53	352.95
162	20	cs	8-4#/case	Frozen-Sauce Alfredo	71.22	1424.40	72.93	1458.60				68.49	1369.80
163	20	cs	256/case	Frz-Cookie Oatmeal Raisin	68.25	1365.00	73.62	1472.40				22.88	457.60
164	20	cs	256/case	Frz-Cookie Chocolate Chip	68.49	1369.80	73.62	1472.40				23.26	465.20
165	5	cs	20# / case	Frozen-Fruit-Strawberries-Whole	37.35	186.75	17.92	89.60				52.94	264.70
166	15	cs	6 ct/case	PreBaked - Pie - Pumkin	25.75	386.25	36.10	541.50				34.45	516.75
167	10	cs	12 - 16 oz/cs	Topping - On Top - Vanilla - like Rich's	42.03	420.30	55.31	553.10				35.08	350.80
168	15	cs	5 doz. Large/case	Eggs - Large - Raw	10.74	161.10	14.09	211.35				12.07	181.05
169	48	cs	40 - 4 oz/case	Beef-Raw-Breaded-Chicken-Fried-Steak	27.24	1307.52	49.78	2389.44				31.68	1520.64
170	36	cs	40 - 4 oz/case	Beef-Cooked-Salisbury-Steak	31.47	1132.92	37.55	1351.80				34.01	1224.36
171	12	cs	80 #/case	Beef-Lean-Ground-85%	2.10	672.00	3.63	145.20				2.11	84.4
172	2	cs	40 - 4 oz/case	Beef-Lean-Liver-Sliced-4 oz. slices	28.99	57.98	20.59	41.18				21.57	43.14
173	15	cs	40 #/case	Beef-Lean-Stew-Meat-3/4" cut	45.16	5419.20	44.57	1337.10				38.49	1154.70
174	1800	#	#	Beef-Lean-Boneless-Inside Round	3.15	3150.00	2.16	2160.00				2.93	2930.00
175	2	cs	40 - 4 oz/case	Beef-Lean-Hamburger-Patties-all-beef-4-1	55.33	55.33	29.52	59.04				30.49	60.98
176	40	cs	4 - 1 #/case	Beef-Franks-4-1	24.74	989.60	26.74	1069.60				25.06	1002.4
177	16	cs	10 #/case	Beef - raw - strips - for fajita - seasoned	95.83	766.64	53.59	857.44				90.54	1448.64
178	1400	#	24 ct - cs	Chicken-Boneless-Chicken-Breast- 4 oz. portion	36.44	4251.00	2.9130	4078.20				33.88	3930.08
179	60	cs	10 #/case	Chicken-Cooked-Diced	29.37	1762.20	33.48	2008.80				35.5	2130
180	18	cs	10 #/case	Chicken - raw-pulled-white/dark	40.38	726.84	No Bid	No Bid				34.72	624.96
181	16	cs	10 #/case	Chicken - all meat - Nugget	20.92	334.72	20.44	326.98				19.69	315.04
182	2	cs	50 - 3 oz/case	Chicken-Raw-Breaded - Tenders/Strips	28.96	57.92	88.37	176.74				22.24	44.48
183	16	cs	10 #/case	Chicken - strips - raw-for fajita - seasoned	45.31	362.48	28.26	452.16				54.03	864.48
184	6	cs	4 - bags/case	Eggs-Boil-in-Bag-Liquid-Egg	37.57	751.40	56.50	1695.00				42.81	1284.30
185	6	cs	6 - 66.5 oz/case	Fish-Canned-Tuna	65.33	979.95	58.33	874.95				57.59	863.85
186	30	cs	10 #/case	Fish-Catfish-Nuggets-Breaded	29.47	884.10	No Bid	No Bid				22.68	680.40
187	15	cs	10 #/case	Fish-Shrimp-Breaded-NOT-popcorn	57.92	868.80	51.72	775.80				39.17	587.55
188	10	cs	10 #/case	Fish-Sticks	27.08	270.80	50.71	507.10				25.61	256.10
189	16	cs	10 #/case	Fish-Talapia-Unbreaded-IQF- 4 oz portions	29.61	740.25	29.35	733.75				23.99	599.75
190	3	cs	40 - 4 oz/case	Pork-Chops-Lean-bone-in-4oz. portions	32.58	977.40	36.85	1105.50				34.01	1020.3
191	6	cs	8 - 10 #/case	Pork-Boneless-Pork-Loins-Roast-NOT Tied	1.55	38.75	55.59	1389.75				1.52	342.00
192	24	cs	10 #/case	Pork-Lean-Stew-Meat-3/4" cut	19.67	472.08	26.00	624.00				3.67	880.80
193	75	#	#	Pork-LowSodium-Bacon	110.75	276.87	No Bid	No Bid				51.22	256.10
194	150	#	#	Pork-LowSodium-Buffer Ham	3.06	459.00	No Bid	No Bid				1.70	255.00
195	10	#	50-3 oz.	Pork-Raw-Sausage-Patties-like Jimmy Dean	23.68	236.80	No Bid	No Bid				15.28	152.80

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196	120	#	40 - 4 oz	Pork-Boneless-Riblet	40.65	4878.00	43.34	5200.80					35.99	4318.80
197	100	#	80-1oz	pork sausage links like jimmy dean	25.37	1268.50	No Bid	No Bid					14.86	1486.00
198	600	#	#	Turkey-Roast-Raw-in foil/bag	3.17	1902.00	3.43	2058.00					2.90	1740.00
199	6	cs	#	Cheese-American - sliced	45.87	688.05	2.13	32.00					45.34	680.10
200	15	cs	40 #/case	Cheese - Cheddar	42.59	42.59	37.03	37.03					39.90	39.90
201	7	cs	6 #/case	Cheese - Mozzarella - Shredded	45.59	45.59	37.01	37.01					46.12	46.12
202	2	cs	10 #/case	Cheese - Parmesan - Grated	34.99	524.85	40.99	614.85					37.48	562.20
203	25,000		1/2 Pint	1%LowFat-Pasteurized-Homo-Milk	15.69	7845.00	No Bid	No Bid	0.28	7000.00			16.77	
204	12,000		1/2 Pint	Fat-Free-Skim-Milk	15.34	3681.60	0.32	3792.00	0.28	3360.00			16.83	
205	200		1/2 gal	2%LowFat-Pasteurized-Homo-Milk	20.32	447.04	No Bid	No Bid	1.85	370.00			4.82	
206	72		1/2 gal	Buttermilk	19.06	209.66	2.37	236.67	1.85	185.00			5.64	
207	50		5 # Tub	Sour Cream	21.79	457.59	5.95	297.25	4.75	237.50			20.93	
208	25		100 ct	SourCream - 1 oz. Portions	9.57	239.25	10.37	259.25	No Bid	No Bid			15.93	398.25
209	50		5 # Tub	LowFat - Cottage - Cheese	16.88	422.00	8.95	447.00	5.25	262.50			55.06	2753.00
210	10,000		1/2 pint	low fat chocolate milk	14.47	2894.00	0.33	3274.00	0.28	2800.00			16.33	
211	50		5 # Tub	LowFat - Yogurt - all Flavors	17.68	884.00	No Bid	No Bid	2.97	148.50			31.11	1555.50
212	144		Dozen	Ice-Cream-Cups-4 oz. Portions-C-S-V	20.47	736.92	No Bid	No Bid	3.60	518.40			8.68	1249.92
213	144		Dozen	Sherbet-Cup-4 oz. Portions	11.99	431.64	No Bid	No Bid	3.60	518.40			7.44	1071.36
214	4	cs	40 - 25/case	Styro - Cup - 8 oz.	18.84	75.36	21.06	84.24			16.35	65.40	19.33	77.32
215	50	cs	20 - 25/case	Styro - Food-Container - 8 oz.	34.63	1731.50	32.29	1614.50					36.2	1810
216	50	cs	5 - 100/case	Food Cont.-Lid (compatible)	18.69	467.25	16.47	823.50					20.06	1003
217	50	cs	20 - 125/case	Plastic-Food-Container - 4 oz.	40.00	2000.00	27.55	1377.50					99.11	4955.5
218	50	cs	20 - 125/case	Food Cont.-Lid (compatible)	30.41	1520.50	25.00	1250.00					31.3	1565
219	4	cs	20-125/case	Plastic-Food-Container - 2 oz.	24.41	97.64	34.29	137.16					28.20	112.80
220	4	cs	20-125/case	Food Cont.-Lid (compatible)	24.41	97.64	34.27	137.08					23.20	92.80
221	6	cs	50 ct/case	Plastic - Embossed - Apron	42.93	257.58	9.90	59.40					13.20	79.20
222	4	cs	12 X 3 M/case	Plastic - 12" - Food Wrap	10.48	41.92	16.35	65.40					10.52	42.08
223	3	cs	250/case	Plastic - Freezer - Bags - 1 gallon	12.01	36.03	17.51	52.53					31.06	93.18
224	3	cs	3 - 250/case	Plastic - Freezer - Bags - 1 Quart	12.55	56.48	30.96	92.88					46.20	138.60

					Sysco		Ben E Keith		Prices		Brady		Shamrock	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
225	10	cs	2 M/case	Plastic - Sandwich-Bags- flip-top	11.53	115.30	36.27	362.70					20.48	204.80
226	4	cs	250/case	KFS - 3 piece cutlery	19.92	79.68	16.52	66.08					16.63	66.52
227	65	cs	250/case	Foil - Tray - 3/comp with lid	51.39	4162.59	16.64	1081.60					57.88	3762.20
228	2	cs	18 X 50/case0'	Foil - Heavy-Duty - 18"	24.98	49.96	37.13	74.26					25.39	50.78
229	6	cs	20 pk/case	Napkin-Dispenser- full fold-6½Lx4½Wx5½H	27.82	166.92	60.53	363.18					46.87	281.22
230	8	cs	500/case	Paper Sacks - # 6	9.47	75.76	10.80	86.40			8.98	71.84	10.16	81.28
231	3	cs	1 M/case	Paper Liners (sheet pans)	28.42	85.26	40.76	122.28			No Bid	No Bid	31.57	94.71
232	2	cs	30 - 250/case	Straws - unwrapped	22.89	45.78	12.94	25.88			No Bid	No Bid	35.50	71.00
233	5	cs	144/case	Hair Nets - light brown	9.14	45.70	15.88	79.40			No Bid	No Bid	14.54	72.70
234	1	cs	10 - 100/case	Latex Free-Vinyl-gloves- extra-large	14.42	28.84	29.82	29.82			24.00	24.00	24.53	24.53
235	20	cs	10 - 100/case	Latex Free-Vinyl-Gloves- large	31.36	627.20	29.74	594.80			24.00	480.00	24.44	488.80
236	20	cs	10 - 100/case	Latex Free-Vinyl-Gloves- medium	42.51	850.20	29.74	594.80			24.00	480.00	24.31	486.20
237	6	pails	5 gallon pails	Dishwashing Machine - Detergent - Low Temp	154.31	925.86	92.98	557.88			41.21	247.26	75.38	452.28
238	6	pails	5 gallon pails	Dishwashing Machine - Rinse-Aid - Low Temp	270.31	1621.86	119.85	719.10			36.06	216.36	102.09	612.54
239	6	pails	5 gallon pails	Dishwashing Machine - Sanitizer - Low Temp	70.73	424.38	56.65	339.90			25.45	152.70	28.76	172.56

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/17/2017

Report No: 7.

Submitted By: Bob Johnson

Subject: Consider, and act upon, Change Order No. 3, RFQ 2014-05, to Bohannon Huston, Inc. related to the engineering and design services for the Bonito Lake Restoration project, in an amount not to exceed \$7,256.94, including tax. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: \$7,256.94

Amount Budgeted: \$7,685,172.00

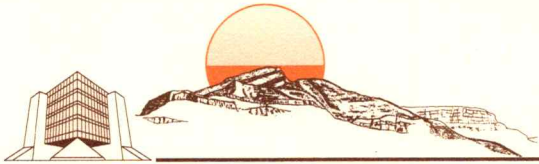
Fund: 081-0008-461.60-79 PW1501

Additional Fiscal Impact:

Recommendation: Approve the Change Order.

Background: This project was approved by City Commission on November 18, 2014.

This Change Order is to provide additional engineering and design services related to the time and materials portion of the fee schedule and budget related to the U.S. Army Corps of Engineers and other permitting agencies. Staffing changes within said agencies have necessitated additional coordination, correspondence, and meetings by the engineer to complete the permits.



City of Alamogordo



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

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 3

BONITO LAKE RESTORATION

RFQ NO. 2014-05

DATE: **APRIL 14, 2017**

ENGINEER: BOHANNAN HUSTON, INC.
7500 JEFFERSON NE, COURTYARD 1
ALBUQUERQUE, NM 87107

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

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Provide additional engineering and design services related to the time and materials portion of the fee schedule and budget related to the U.S. Army Corps of Engineers and other permitting agencies. Staffing changes within said agencies have necessitated additional coordination, correspondence, and meetings by the engineer to complete the permits.

REVISED CONTRACT AMOUNT

1. Original Contract Amount	\$1,298,811.94*
2. Total Contract Amount Including Previously Approved Change Orders.....	\$1,477,041.07*
3. Amount of this Change Order (Increase).....	\$ 7,256.94*
4. Total Revised Contract Amount to Date.....	\$1,484,298.01*

* includes New Mexico Gross Receipts Tax.

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

CHANGE ORDER ACCEPTED AND APPROVED:

BY: 
Engineer

4-17-17
Date

CHANGE ORDER APPROVED BY CITY COMMISSION / ACTING CITY MANAGER:

BY: _____
Acting City Manager

Date

BY: _____
City Attorney

Date



**ENGINEERING SERVICES
AGREEMENT AMENDMENT**

Project: Alamogordo Bonito Lake Restoration Design Project No.: 20160031
Permitting and Construction
Contract Date: 5/7/2015
Engineer: Bohannon-Huston, Inc.
425 S. Telshor Blvd., Suite C-103 Amendment No.: 3
Las Cruces, NM 88011-8237 Date: April 5, 2017

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

Increase in Time and Materials budget for ongoing support of USACE permit processing

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

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

Provide additional engineering services related to the USCAE permit processing. Changes in staff at USACE and other permitting entities have necessitated additional project coordination to complet the permit.

FEE SCHEDULE

Description	Previous Contract Amount	Amend #3	Revised Contract Amount
1B1 - Project Management	\$148,300		\$148,300
1B2 - Surveying and Mapping	\$56,300		\$56,300
1B3 - Environmental Clearances	\$78,400		\$78,400
1B4 - Funding Agency Coordination	\$78,200		\$78,200
1B5 - Geotechnical Invest and Eval	\$62,100		\$62,100
2B1 - Coffe Dam/Flow Diversion Design	\$79,900		\$79,900
2B2 - Erosion Control Measures Design	\$17,000		\$17,000
2B3 - Dewatering & Debris Removal	\$156,700		\$156,700
2B4 - Dewatering/Debris Removal Permit	\$63,300	\$6,700	\$70,000
2B5 - Haul Route Traffic Control	\$6,700		\$6,700
2B6 - Disposal Site Grading/Access/SWPPP	\$27,800		\$27,800
3B1 - Intake Tower Damage Ass. and Design	\$39,200		\$39,200
3B21 - Catwalk to Intake Tower Evaluation	\$24,500		\$24,500
3B22 - Catwalk to Intake Tower Design	\$83,700		\$83,700
3B3 - Upstream Dam Face Repair	\$19,500		\$19,500
3B4 - Drain System Improvements Design	\$17,200		\$17,200

Description	Previous Contract Amount	Amend #3	Revised Contract Amount
4B1 - Engineering Design Report	\$21,200		\$21,200
4B2 - Contract Documents	\$5,800		\$5,800
4B3 - OSE Permitting	\$0		\$0
5B1 - Bid Phase Administration	\$23,800		\$23,800
6B1 - Construction Administration	\$95,300		\$95,300
6B2 - Construction Observation	\$95,400		\$95,400
6B3 - Final Project Documentation	\$12,000		\$12,000
TOTAL	\$1,212,300	\$6,700	\$1,219,000

AGREED AND RECOMMENDED:

Engineer: Bohannon-Huston Inc.

By:  Digitally signed by Rob Richardson
DN: cn=Rob Richardson, o=Bohannon
Huston, Inc., ou=BHL,
email=richardson@bhinc.com, c=US
Date: 2017.04.05 14:53:47 -0600

Title: Sr. Vice President

APPROVED:

Owner: City of Alamogordo

By: _____

Date: _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/17/2017

Report No: 8.

Submitted By: Stella Rael

Subject: Consider, and act upon, Ordinance No. 1535 consenting to the annexation of one acre requested by owners Clifton and Barbara McDonald located at Lot 2, McDonald Road Subdivision. Located west of the City at the northwest corner of 10th Street and McDonald Road. Case A-2016-0001(A). *(Stella Rael, Planning and Zoning Administrator)* **Roll Call Required**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Approve the ordinance for Final publication.

Background:

Planning and Zoning Commission recommended approval of the requested annexation of this property by a vote of 3-0-0 at their March 2, 2017 regular meeting.

This annexation is bounded by existing City limits to the South and to the East of the property.

ORDINANCE No. 1535

AN ORDINANCE CONSENTING TO THE ANNEXATION OF LOT 2, MCDONALD ROAD SUBDIVISION, OTERO COUNTY, NEW MEXICO CONTAINING ONE ACRE. OWNED BY CLIFTON G. & BARBRA A. MCDONALD AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF ALAMOGORDO, NEW MEXICO, A NEW MEXICO MUNICIPAL CORPORATION.

WHEREAS, Clifton G. & Barbra A. McDonald (hereinafter referred to as "the Owners")

Have presented a petition for the annexation of lot 2, McDonald Road Subdivision, Otero County, New Mexico containing one Acre.

WHEREAS, Clifton G. & Barbra A. McDonald are the owners 100% of the subject property; and

WHEREAS, the subject property is not presently included in the City limits; and

WHEREAS, the petition presented has attached to it a map showing the external boundaries of the territory proposed to be annexed and the relationship of the territory proposed to be annexed to the existing boundary of the City of Alamogordo, New Mexico, a New Mexico municipal corporation; and

WHEREAS, said lands are contiguous to the boundaries of the City of Alamogordo, New Mexico, a New Mexico municipal corporation; and

WHEREAS, the governing body of the City of Alamogordo finds it to be in the best interests of the City and its residents that the subject tract of land be annexed into the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION, THAT :

SECTION ONE:

That the petition requesting annexation of the following described property, as further shown on the Annexation Plat attached as Exhibit A, is hereby approved, and said property is here by annexed to the City of Alamogordo.

LOT 2, MCDONALD ROAD SUBDIVISION, IN OTERO COUNTY, NEW MEXICO AND CONTAINING ONE ACRE.

SECTION TWO:

A copy of this ordinance together with a copy of the plat of the territory annexed shall be filed in the office of the County Clerk of the County of Otero, State of New Mexico, in which the City of Alamogordo is located, and from and after filing such lands shall be included in and become a part of the City of Alamogordo, New Mexico, a New Mexico municipal corporation, for all purposes.

PASSED, APPROVED, AND ADOPTED this 28th day of March, 2017

**CITY OF ALAMOGORDO, NEW MEXICO a
New Mexico municipal corporation**

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Lauren Truitt, City Attorney

Record of Decision
City of Alamogordo
A New Mexico Municipal Corporation

Case#: **A-2016-0001(A)**

For the Subject Property as follows:

Legal Description: **LOT 2, MCDONALD ROAD SUBDIVISION CONTAINING ONE ACRE**

The Alamogordo Planning & Zoning Commission considered this item on **March 2, 2017** and recommended the following action to the Alamogordo City Commission by a vote of **3-0-0**

Approve requested annexation for Case # **A-2016-0001(A)**.

.....
The Alamogordo City Commission issued the following decision on **March 28, 2017**, by a vote of **7-0**

Approve for first publication Ordinance # 1535 annexing the above indicated property.

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

Approve for final publication Ordinance #1535 . annexing the above indicated property.

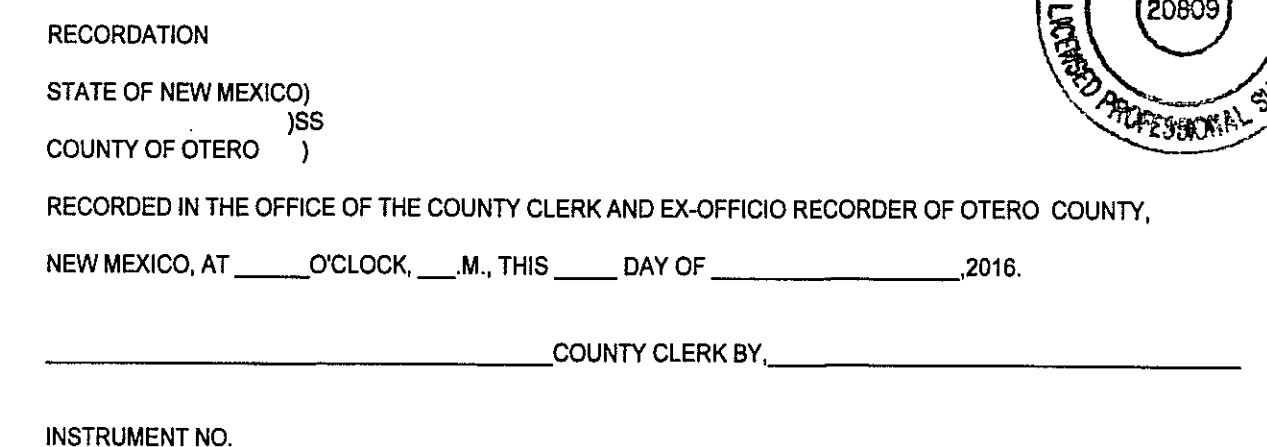
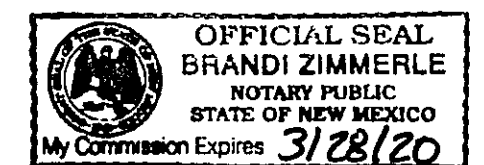
Attest:

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

Rachel Hughs, City Clerk

Richard Boss, Mayor

LTR/SUBDIV/16-0397-ANNEX





City of Alamogordo

City Commission



Annexation Request Case:
A-2016-0001(A)

Stella Rael-Planning and Zoning Administrator
March 28, 2017

Annexation Request

Case: A-2016-0001(A)



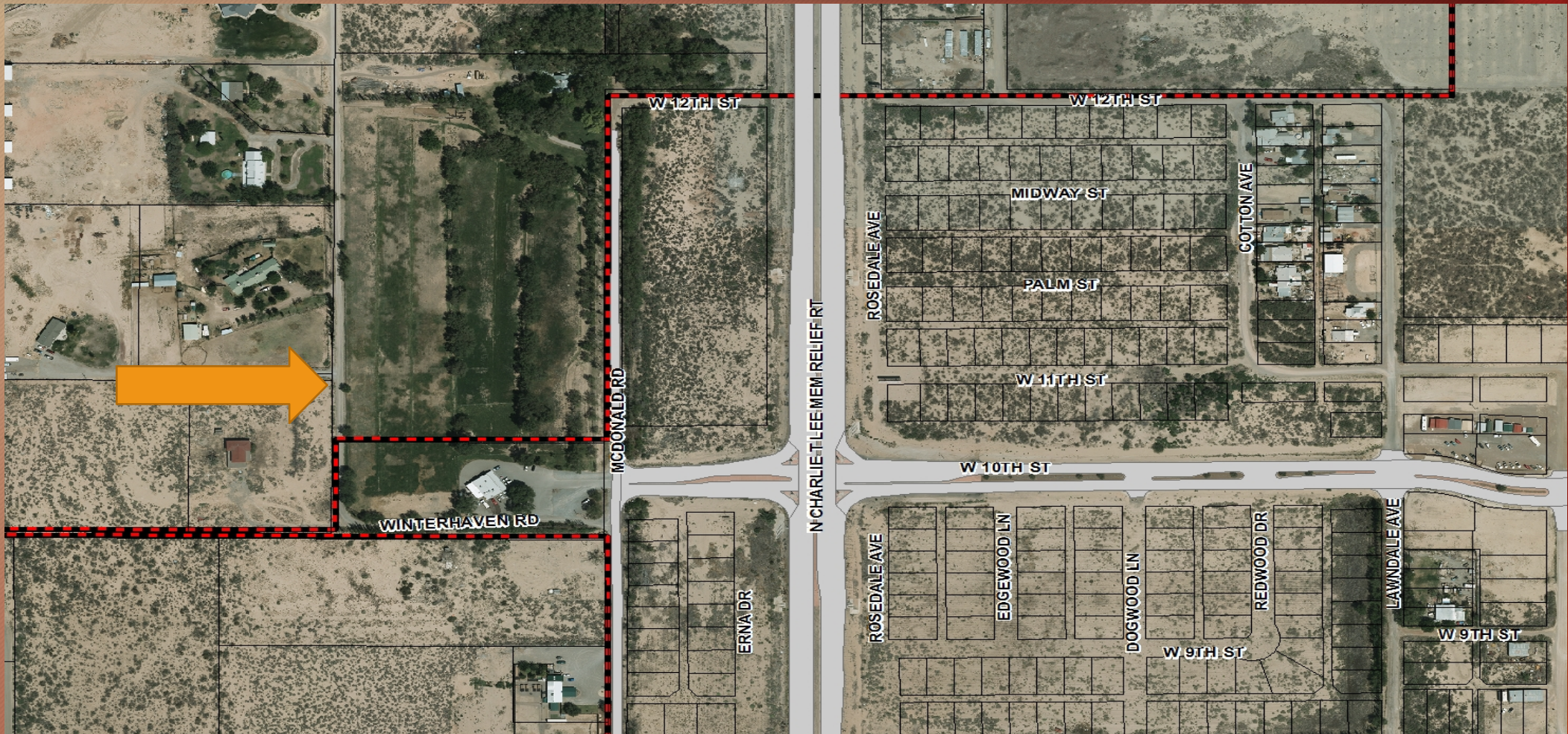
Request:

Property owners are petitioning the City of Alamogordo to annex a one (1) acre lot located within the McDonald Road Subdivision, Otero County, New Mexico. Property address know as 68 McDonald Road.

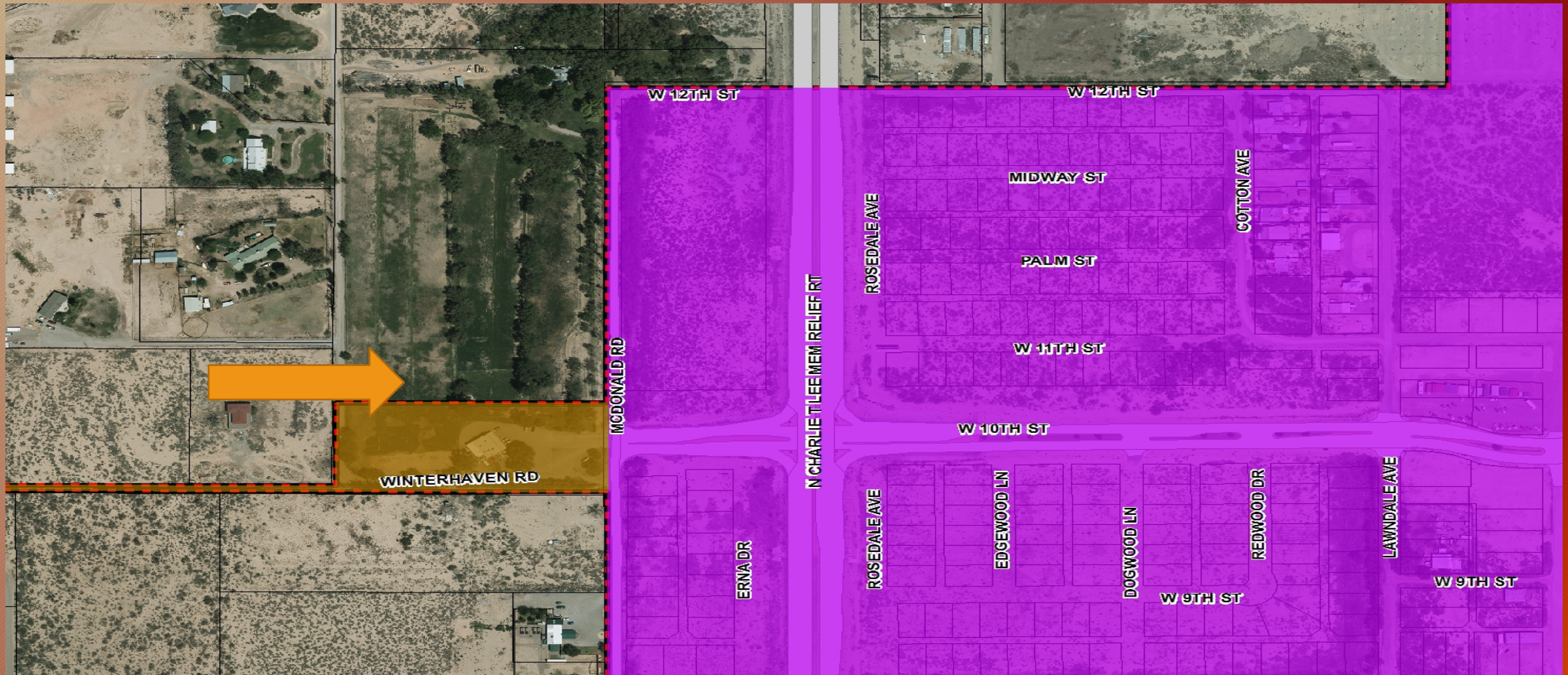
Owner(s)/Applicant:

Clifton G. & Barbra A. McDonald
68 McDonald Road
Alamogordo, NM 88310

68 McDonald Road A-2016-0001(A)



68 McDonald Road A-2016-0001(A)



A-2016-0001(A)

- **Findings of Facts:**

- Legal ad placed in the Alamogordo Daily News on 2/12/2017
- Five (5) letters were mailed certified return receipt to surrounding property owners within two hundred (200) feet excluding public right-of-way.
- As of 3-24-2017 no letters have been received undeliverable.
- As of 3-24-2017 no protests have been received.
- On March 2, 2017 the Planning and Zoning Board recommended approval of the requested annexation to the City Commission

A-2016-0001(A)



Staff Recommendation:

Staff Recommends the approval of annexation Case A-2016-0001(A) located at 68 McDonald Road, McDonald Road Subdivision.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/17/2017

Report No: 9.

Submitted By: Nancy Beshaler

Subject: Consider, and act upon, approval of amendment 4 in the amount of \$8,802.67 (including NMGR) to the Engineering Professional Services Agreement to OCCAM Engineers, Inc. related to the Realignment of Florida Avenue at First Street. *(Nancy Beshaler, Project Manager)*

Fiscal Impact: \$8,802.67

Amount Budgeted: \$10,245.00

Fund: 122-9499-430.62-35 (EN1405)

Additional Fiscal Impact:

Recommendation: Approve amendment 4 in the amount of \$8,802.67 (including NMGR) to the Engineering Professional Services Agreement to OCCAM Engineers, Inc. related to the Realignment of Florida Avenue at First Street.

Background: The Realignment of Florida Avenue at First Street will construct a new 4-way intersection. The project required property acquisition of several parcels. The negotiations with property owners required the engineer to participate in additional meetings, develop figures, provide design guidance, and do some re-design for the final plans. Some additional plan preparation work was also required as a result of adding the demolition of the building foundation at 200 S. Florida Avenue to the project.

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

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

It is expressly agreed by the parties that this Amendment of _____, 2017 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:

Additional Property Owner Coordination =	\$ 6,340.62
Redesign Driveway, Add Foundation Demo =	<u>\$ 1,810.00</u>
Total Increase =	\$ 8,150.62

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT AMENDMENT #4.

CONSULTANT: OCCAM ENGINEERS, INC.

Signature: _____

Title: _____

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Margaret Paluch, Acting City Manager

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Lauren Truitt, City Attorney



March 2, 2017

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

Re: Florida Ave Realignment at First St Project – Additional Fee Request

Dear Ms. Beshaler,

Occam Engineers Inc. requests the following additional fees for extended property owner coordination and requested re-work for the Florida Ave. Realignment at First St. project.

1) Property Owner Coordination:

Effort assisting the City in their negotiation with Ledford property owner caused Occam Engineers Inc. to surpass the contracted not to exceed limit for property owner coordination. The limit was originally set at \$3,750.00. This limit was increased to \$10,000.00 in Amendment 3. Occam Engineers Inc. surpassed the limit authorized in amendment 3 through the months of August to October 2016. This includes the requested meeting on August 4th, conference call on October 21st and time spent developing figures, and providing design guidance information requested by the City. Occam Engineers Inc. requests additional fee of **\$6,340.62** to cover this unanticipated effort.

2) City Requested Re-work:

At the request of the city the following re-work was performed during the bid phase. Occam Engineers Inc. requests additional fees of **\$1,810.00** to cover these efforts.

1. Granada/Ledford property driveway along S. Florida Ave. was redesigned back to its original configuration following the direction received after the Ledford negotiation conference call on October 21, 2016. However, as part of the final agreement, it was decided by both parties to keep the driveway configuration as bid. Therefore, the redesign was not incorporated into the plans.

March 2, 2017
Page 2 of 2

2. Demolition of the building foundation at 200 S. Florida Ave. was added to the project. Summary of quantities, general notes and engineer's opinion of probable construction cost (EOPCC) were updated to reflect this change. A revised bid schedule was provided in Addendum 3.

Fee Request: \$1,810.00

The total fee request is **\$8,150.62** plus applicable gross receipts tax. The cost includes all labor and reimbursable expenses. If you have any questions,

Thank You,

A handwritten signature in blue ink that reads "Dave".

David Maxwell, PE/CEO

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/21/2017

Report No: 10.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, travel authorization number 17-292, for Mayor Richard Boss to travel to Washington, DC, from May13, 2017- May 16, 2017 for National Police Week. (*Richard Boss, Mayor*)

Fiscal Impact: \$537.89

Amount Budgeted: \$15,791.84

Fund: 011-4104-420.56-05

Additional Fiscal Impact:

Recommendation: Approval of Mayor Boss' travel to Washington, DC, in support of National Police Week.

Background: Mayor Richard Boss has submitted a travel authorization to travel to Washington, DC, May13, 2017- May 16, 2017, to attend National Police Week. Per Code of Ordinance 2-03-330, City Commission will approve in advance, by majority vote of a quorum, all out-of-state travel for the Mayor. Mayor Boss will share a hotel room with an APD officer. Travel expenses include airfare and meals.

OVERNIGHT TRAVEL AUTHORIZATION and ADVANCE REQUEST FORM

Advance will not be processed if form is not received by A/P deadline, as per Travel Policies & Procedures

SECTION I: TRAVEL AUTHORIZATION (Documentation must be attached)

Name: Richard Boss Vendor #: 8230 Position/Dept: Mayor

Purpose of Travel: National Police Week

Destination: Washington, DC Depart Date: 5/13/2017 Time: 5:00 AM Enter using 24H format (i.e.08:30 or 16:45)

Expense Line Item #: 011-4104-420.56-05 Return Date: 5/16/2017 Time: 11:30 PM

I hereby certify that the purpose of this travel is strictly for City business and will be used to further benefit the City.

Travel Processor: [Signature] (Signature Req'd) Date: 4-4-17

Public Official Traveling: [Signature] (Signature Req'd) Date: 4-4-17

Authorizing Supervisor: _____ (Signature Req'd) Date: _____

Department Director: _____ (Signature Req'd) Date: _____

City Manager: [Signature] (Signature Req'd) Date: 4.4.17

Finance Reviewer: [Signature] (Signature Req'd) Date: 4/4/17

SECTION II: ESTIMATED TRAVEL EXPENSES

TRAVEL ADVANCE AVAILABLE FOR OVERNIGHT TRAVEL ONLY

ACTUAL EXPENSES (RECEIPTS REQUIRED FOR REIMBURSEMENT)

Actual Expenses	(1)	Meals	In-State	No. of Nights	Max. per Day	Allowance	x 80% = ADV	ADVANCE REQUESTED														
		Meals	Out-of-State	<u>3</u>	\$ 45.00	\$ 135.00	\$ 108.00	YES ☒ NO ☐														
	(2)	Lodging	In / Out-of-State	No. of Nights	Est. Nightly Cost	Est. Expense	x 80% = ADV															
					\$ -	\$ -	\$ -															
		<table border="1"> <thead> <tr> <th>VEHICLE</th> <th>City Veh. Unit #</th> <th>Rental Car</th> <th>POV</th> <th>No Vehicle</th> <th>Driver</th> <th>Passenger</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						VEHICLE	City Veh. Unit #	Rental Car	POV	No Vehicle	Driver	Passenger								ACTUAL EXPENSES TOTAL ADVANCE
VEHICLE	City Veh. Unit #	Rental Car	POV	No Vehicle	Driver	Passenger																
	(3)	Mileage	Location	Round Trip Miles	x \$.535 (Allow)	\$ -	\$ -	\$ 108.00														

Mileage Advance NOT allowed - Mileage Reimbursement paid upon return from travel

PER DIEM

Per Diem	(1)	Meals/Lodging In-State	No. of Nights	Max. per Day	Allowance	x 80% = ADV	ADVANCE REQUESTED														
		Meals/Lodging In-State Santa Fe		\$ 135.00	\$ -	\$ -	YES ☐ NO ☐														
		Meals/Lodging Out-of-State		\$ 115.00	\$ -	\$ -															
		Meals/Lodging Out-of-State High Cost Areas		\$ 215.00	\$ -	\$ -	PER DIEM TOTAL ADVANCE														
		<table border="1"> <thead> <tr> <th>VEHICLE</th> <th>City Veh. Unit #</th> <th>Rental Car</th> <th>POV</th> <th>No Vehicle</th> <th>Driver</th> <th>Passenger</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						VEHICLE	City Veh. Unit #	Rental Car	POV	No Vehicle	Driver	Passenger							
VEHICLE	City Veh. Unit #	Rental Car	POV	No Vehicle	Driver	Passenger															
	(2)	Mileage	Location	Round Trip Miles	x \$.535 (Allow)	\$ -	\$ -														

80% Mileage Advance Allowed - remaining 20% paid upon return from travel

SECTION III: TRAVEL EXPENSES TO BE PRE-PAID BY CITY

Travel Expenses	Amount	Amount	Pre-Paid Total
Air Fare: City Credit Card	\$ 402.89	or Check/PO \$ -	\$ 402.89
Lodging: City Credit Card	\$ -	or Check/PO \$ -	\$ -
Car Rental: City Credit Card	\$ -	or Check/PO \$ -	\$ -
Taxi / Shuttle / Parking: City Credit Card	\$ -	or Check/PO \$ -	\$ -
Gas (Except COA Fuel Card): City Credit Card	\$ -	or Check/PO \$ -	\$ -
Other: City Credit Card	\$ -	or Check/PO \$ -	\$ -
Registration Fee: City Credit Card	\$ -	or Check/PO \$ -	\$ -
Total Expenses Pre-Paid by COA:			\$ 402.89

SECTION IV: EXPENSES TO BE PAID / REIMBURSED BY THIRD PARTY

Name of Third Party:	Description of Expense	Amount of Reimb.
Contact Name: _____ Contact Phone: _____		\$ -
Payment Type: _____		\$ -
Additional Comments: <u>staying w/ police officer per audra. re</u>		\$ -
		\$ -
Total Third Party Reimbursements:		\$ -

SECTION V: TO BE COMPLETED BY FINANCE DEPARTMENT

Name: <u>Richard Boss</u>	Vendor #: <u>0</u>	Amount Advanced to Traveler	\$ 108.00
Expense Line Item #: <u>011-4104-420.56-05</u>	Travel Date: <u>5/13/2017</u>	Amount Pre-Paid by City	\$ 402.89
Travel Number: <u>17- 292</u>	Total Estimated Travel Costs	\$ 537.89	Total Advance Cost to City
			\$ 510.89



[Log in](#) | [View my itinerary](#)

[Check In Online](#) [Check Flight Status](#) [Change Flight](#) [Special Offers](#) [Hotel Offers](#) [Car Offers](#)

Ready for takeoff!

Air itinerary

AIR Confirmation: TFYKL5

Confirmation Date: 03/27/2017

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
BOSS/RICHARD A	Join or Add #	5268511926172	Mar 27, 2018	1996

Date	Flight	Departure/Arrival
Sat May 13	2371	Depart EL PASO, TX (ELP) on Southwest Airlines at 07:50 AM Arrive in AUSTIN, TX (AUS) at 10:20 AM Wanna Get Away
	5415	Change planes to Southwest Airlines in AUSTIN, TX (AUS) at 12:00 PM Arrive in WASHINGTON (REAGAN NATIONAL), DC (DCA) at 04:10 PM Travel Time 6 hrs 20 mins Wanna Get Away
Tue May 16	3810	Depart WASHINGTON (REAGAN NATIONAL), DC (DCA) on Southwest Airlines at 04:35 PM Arrive in DALLAS (LOVE FIELD), TX (DAL) at 06:55 PM Wanna Get Away
	50	Change planes to Southwest Airlines in DALLAS (LOVE FIELD), TX (DAL) at 08:05 PM Arrive in EL PASO, TX (ELP) at 08:50 PM Travel Time 6 hrs 15 mins Wanna Get Away

Cost and Payment Summary

AIR - TFYKL5

Base Fare	\$332.36	Payment Information Payment Type: Visa XXXXXXXXXXXX6452 Date: Mar 27, 2017 Payment Amount: \$402.89
Excise Taxes	\$ 24.93	
September 11th Security Fee	\$ 11.20	
Segment Fee	\$ 16.40	
Passenger Facility Charge	\$ 18.00	
Total Air Cost	\$402.89	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/17/2017

Report No: 11.

Submitted By: Nancy Beshaler

Subject: Consider, and act upon, approval of amendment 2 in the amount of \$43,896.20 (including NMGR) to the Engineering and Professional Services Agreement to Smith Engineering Company related to the McKinley Channel Phase 8 Utility Relocation design. *(Nancy Beshaler, Project Manager)*

Fiscal Impact: \$43,896.20

Amount Budgeted: \$44,200.00

Fund: 056-9403-465.62-35 (EN1609) Budget Revision in Process

Additional Fiscal Impact:

Recommendation: Approve amendment 2 in the amount of \$43,896.20 (including NMGR) to the Engineering and Professional Services Agreement to Smith Engineering Company related to the McKinley Channel Phase 8 Utility Relocation design.

Background: This project is the design of utility relocation work for the Corps of Engineers McKinley Channel Phase 8 project which will construct a concrete lined channel from First Avenue upstream to a large basin near Thunder Road. The utility relocation design is being developed concurrently with the Corps' design of the channel to allow the plans to be incorporated into the Corps of Engineers plan set for bidding. Smith Engineering Company developed 60% plans based upon the Corps of Engineers channel design. The Corps of Engineers subsequently revised the channel profile, requiring some re-design of the utility relocation.

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

THIS AGREEMENT is by and between THE CITY OF ALAMOGORDO ("OWNER") and SMITH ENGINEERING COMPANY ("CONSULTANT").

It is expressly agreed by the parties that this Amendment of _____, 2017 is supplemental to the Agreement of May 9, 2016, 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:
Revise design documents based upon Corps of Engineers April 2017 update to the McKinley Channel Design = \$40,524.00

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

CONSULTANT: SMITH ENGINEERING COMPANY

Signature: _____

Title: _____

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Margaret Paluch, Acting City Manager

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Lauren E. A. Truitt, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/18/2017

Report No: 12.

Submitted By: Nancy Beshaler

Subject: Consider, and act upon, acquisition of property located at 1338 N. Scenic Drive and 3001 Thunder Road related to the Corps of Engineers McKinley Channel Phase 8 project. (*Lauren Truitt, City Attorney*)

Fiscal Impact: \$38,000

Amount Budgeted: \$38,000.00

Fund: 050-0000-419.61-20 (EN0226)

Additional Fiscal Impact:

Recommendation: Approve the acquisition of property located at 1338 N. Scenic Drive and 3001 Thunder Road related to the Corps of Engineers McKinley Channel Phase 8 project.

Background: The acquisition of these properties is necessary for the construction of the Corps of Engineers McKinley Channel Phase 8 project which will construct a concrete lined channel from First Avenue upstream to a large basin near Thunder Road. The channel currently runs through these tracts of land. The right of way acquisition will allow for improvement of the channel. The property owner has agreed to the purchase at the value determined in the 2014 appraisals.

AN APPRAISAL REPORT

**PREPARED BY:
MESILLA VALLEY APPRAISAL SERVICES
W. SCOTT ESCHENBRENNER, MAI
GONZALO ESTRADA, ASSOCIATE
545 S. MELENDRES ST. STE D
LAS CRUCES, NEW MEXICO 88005**

**APPRAISER'S REFERENCE FILE #7740
PROJECT NAME: MCKINLEY CHANNEL, PHASE VII
ADDRESS: 1338 N. SCENIC DRIVE, ALAMOGORDO, NEW MEXICO
LEGAL DESCRIPTION: TRACT A, COMMUNITY SUMMARY SUBDIVISION,
ALAMOGORDO, OTERO COUNTY, NEW MEXICO**

**PREPARED FOR:
CITY OF ALAMOGORDO
JAMES R. STAHLE, CITY MANAGER
1376 E. NINTH STREET
ALAMOGORDO, NM 88311-0009**

EFFECTIVE DATE OF VALUE:

AUGUST 28, 2014

MESILLA VALLEY APPRAISAL SERVICES

REAL ESTATE APPRAISALS & COUNSELING

W. SCOTT ESCHENBRENNER, MAI
GONZALO ESTRADA, ASSOCIATE

545 SOUTH MELENDRES ST., SUITE D
LAS CRUCES, NEW MEXICO 88005
(575) / 523-2812

September 10, 2014

Mr. James R. Stahle
City Manager
City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310

434-0352

Reference: MVAS File No. 7740
McKinley Channel, Phase VII
1338 N. Scenic Drive, Alamogordo, NM
Tract A, Christ Community Summary Subdivision
Alamogordo, Otero County, New Mexico

Dear Mr. Stahle:

In accordance with your request, Mesilla Valley Appraisal Services has prepared an appraisal as to the market value of the fee simple estate in the above-referenced real property. The purpose of the appraisal is for internal decisions in evaluating the property for condemnation actions through eminent domain proceedings in acquiring a drainage channel. It is intended only for use by your internal management, your auditor, and appropriate regulatory authorities. The effective date of the appraisal is August 28, 2014 with the estimate of value reflecting market conditions as of that date.

A before and after valuation analysis was considered for the subject property. After the taking of the drainage channel, the property will be reduced in size by 0.332 acres.

Based on research and analysis contained in this report, we have concluded the market value of the total compensation for the acquisition, as of August 28, 2014 was:

THE VALUE OF THE WHOLE PARCEL BEFORE ACQUISITION	\$68,000
THE VALUE OF THE WHOLE PARCEL AFTER ACQUISITION	\$55,000
JUST COMPENSATION FOR THE TAKING	\$12,500
DAMAGES	\$10,500

Mr. James R. Stahle
September 10, 2014
Page 2

The table presented on page 5 provides a summary of the appraisal performed by Mesilla Valley Appraisal Services on the subject property. The table indicates our final opinion of value, as of the date specified, and based on the approaches identified. Additional details appear elsewhere in this report, and its inclusive Addendum. Data that supports the valuation opinion are taken from sources deemed reliable, but we make no representation as to the accuracy of third party data.

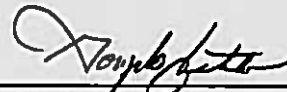
"THIS LETTER MUST REMAIN ATTACHED TO THE REPORT, WHICH IS 62 PAGES INCLUDING RELATED EXHIBITS, IN ORDER FOR THE VALUE OPINION SET FORTH TO BE CONSIDERED VALID".

We, the undersigned, do hereby certify that to the best of our knowledge and belief, the facts and data used herein are true and correct, that we have personally inspected the subject site, and that we have no interest present or prospective therein.

Respectfully submitted,



W. Scott Eschenbrenner, MAI
State Certified
NM-001180-G



Gonzalo Estrada
Apprentice Appraiser
NM-303-A

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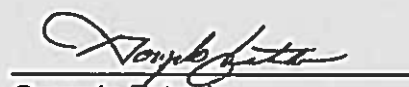
Appraiser's Certification

We certify that to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- The appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's *Uniform Standard of Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- We have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- As of the date of this report, W. Scott Eschenbrenner, MAI has completed the continuing education program of the Appraisal Institute.
- We have formed the opinion that, as of August 28, 2014 the estimated fair market value of the subject property as defined in the report, is as follows.

THE VALUE OF THE WHOLE PARCEL BEFORE ACQUISITION	\$68,000
THE VALUE OF THE WHOLE PARCEL AFTER ACQUISITION	\$55,000
JUST COMPENSATION FOR THE TAKING	\$12,500
DAMAGES	\$10,500


W. Scott Eschenbrenner, MAI
State Certified
NM-001180-G


Gonzalo Estrada
Apprentice Appraiser
NM-303-A

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Appraisal File:	#7740
Project Name:	McKinley Channel, Phase VII
Address:	1338 N. Scenic Drive
City, State, Zip	Alamogordo, New Mexico, 88330
Legal Description:	Tract A, Christ Community Summary Subdivision, Alamogordo, Otero County, NM
Assessor's Parcel ID:	01-15818
Annual Property Taxes:	Religious, Education Tax Exempt Status
Effective Date:	August 28, 2014
Date of Inspection:	August 28, 2014
Date of Report:	September 10, 2014
Property Rights:	Fee Simple Estate
Purpose of the Appraisal:	Estimate Fair Market Value
Intended Use of Appraisal	Internal Decisions for Condemnation Actions
Client:	Mr. James R. Stahle, City Manager, City of Alamogordo
Current Owner:	Christ Community Church
Property Type:	Church
Zoning Category:	R-1 Single-Family Dwelling
Flood Zone and Map:	Zone "AE" & "X", Panel Number 35035C0943D, December 2010
Land Size – Parent Tract :	1.818 acres (+-)
Land Size – Taking :	0.332 acres (+-)
Land Size – Remainder :	1.486 acres (+-)
Site Improvements:	Asphalt paved parking lot, fencing
Highest and Best Use - Before Taking:	Multi-Family Apartments, professional offices, Church or School
Highest and Best Use - After Taking:	Multi-Family Apartments, professional offices, Church or School
Approach(s) to Value:	Sales Comparison
ESTIMATED CURRENT VALUE	
THE VALUE OF THE WHOLE PARCEL BEFORE ACQUISITION	\$68,000
THE VALUE OF THE WHOLE PARCEL AFTER ACQUISITION	\$55,000
JUST COMPENSATION FOR THE TAKING	\$12,500
DAMAGES	\$10,500

**Subject Photographs
Taken August 28, 2014 by G. Estrada
Approximately 11:00 AM**



View #1

Front view of the subject property facing northeast taken from the southwest corner of the subject property on N. Scenic Drive.



View #2

Rear view of the subject property facing northwest taken from the southeast corner of the subject property on Thunder Road.

Subject Photographs – (continued)



View #3

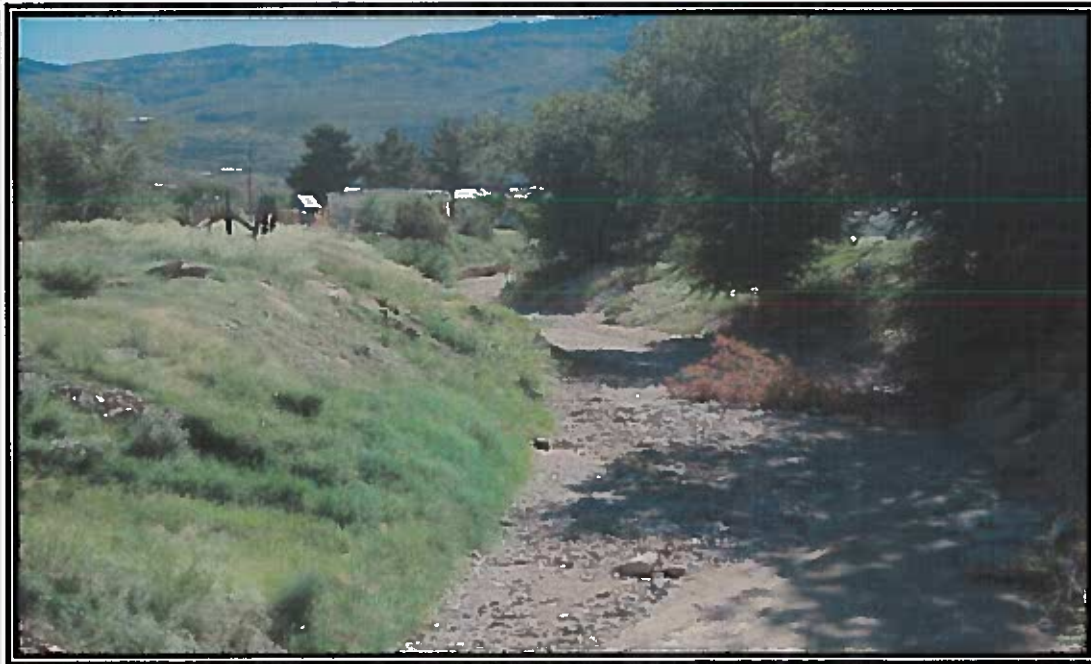
Rear view of the subject property facing southwest taken from the northeast corner of the subject property on the alley easement, north of the subject property.



View #4

Front view of the subject property facing southeast taken from the northwest corner of the subject property N. Scenic Drive.

Subject Photographs – (continued)



View #5

View of the area to be taken along the existing McKinley Channel facing northeast and taken from center of the drainage channel on the west boundary line of the subject property.



View #6

Street scene of N. Scenic Drive facing northeast taken from the intersection of N. Scenic Drive and Thunder Road, with the subject property on the right hand side.

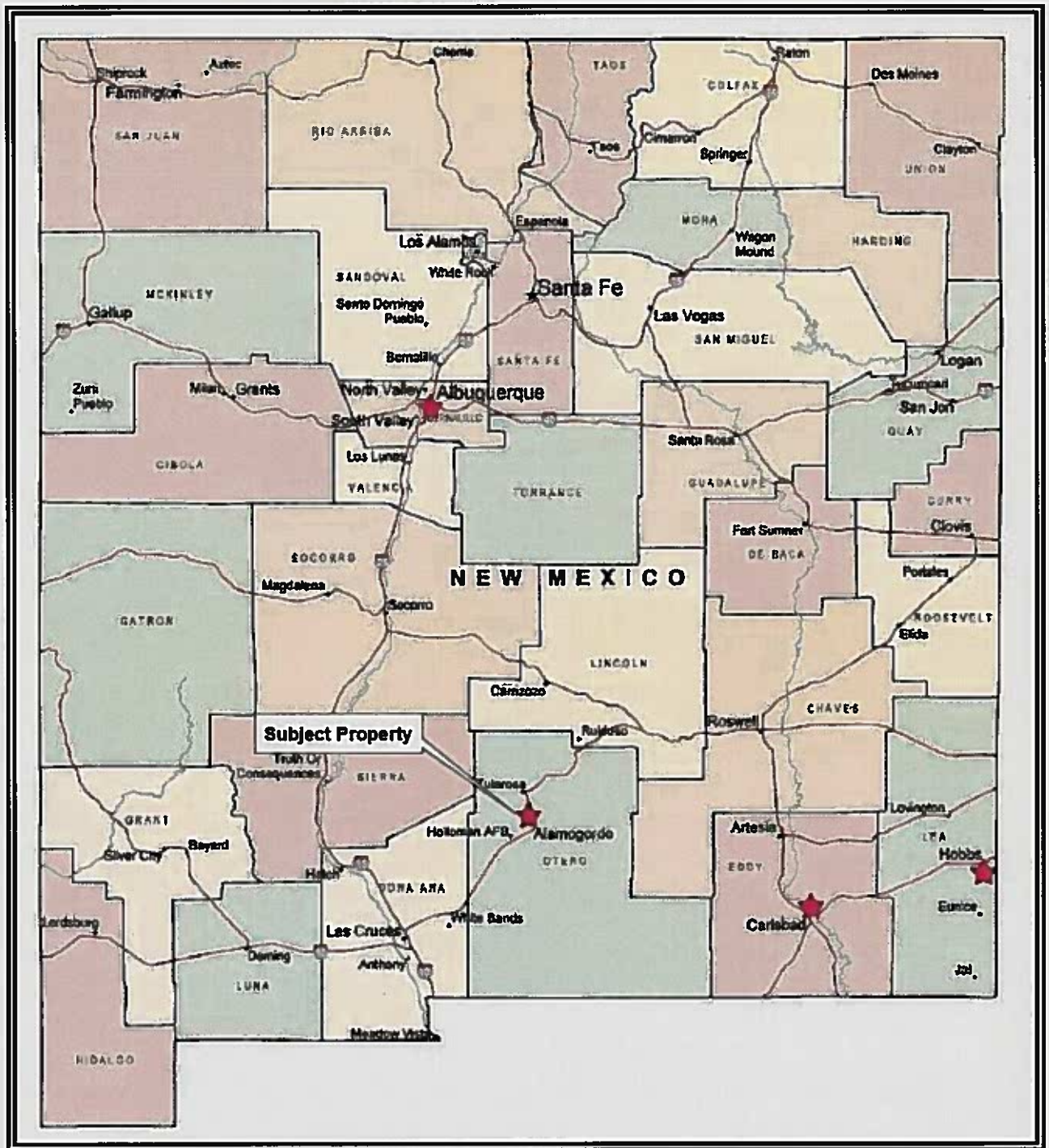
Subject Photographs – (continued)



View #7

Street scene of Thunder Road facing southeast taken from the intersection of N. Scenic Drive and Thunder Road, with the subject property on the left hand side.

Subject Property Location Map within the State of New Mexico



Subject Property Location Map within the City of Alamogordo



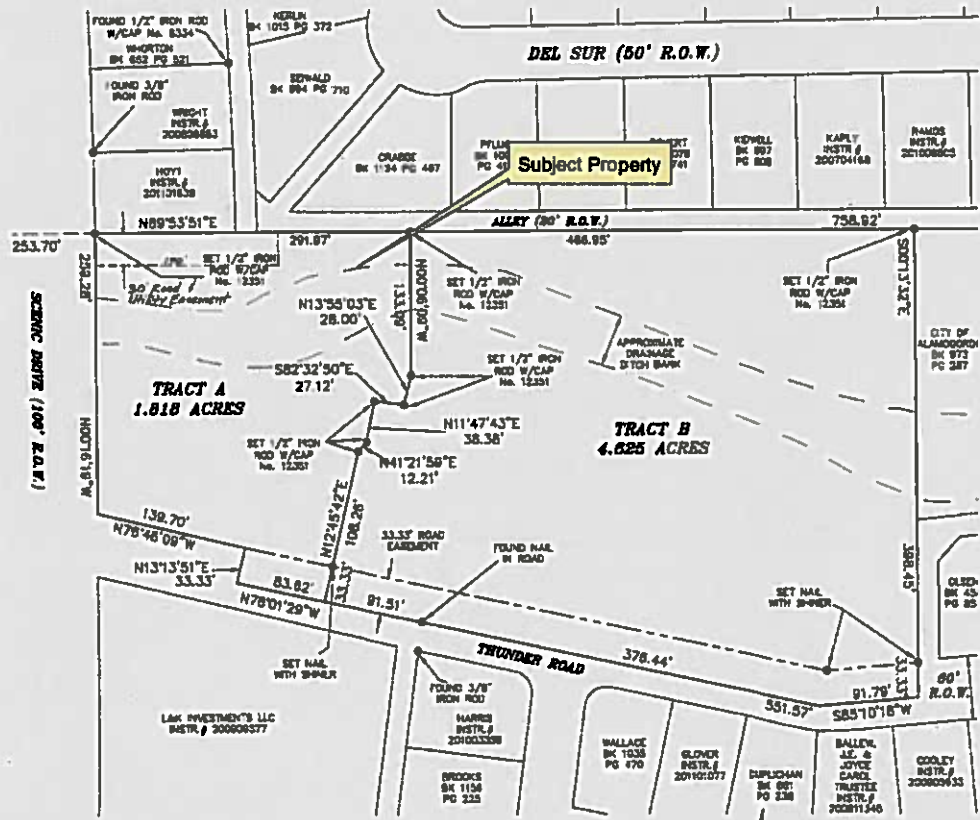
Aerial Photograph Showing the Location Where Each Photograph Was Taken



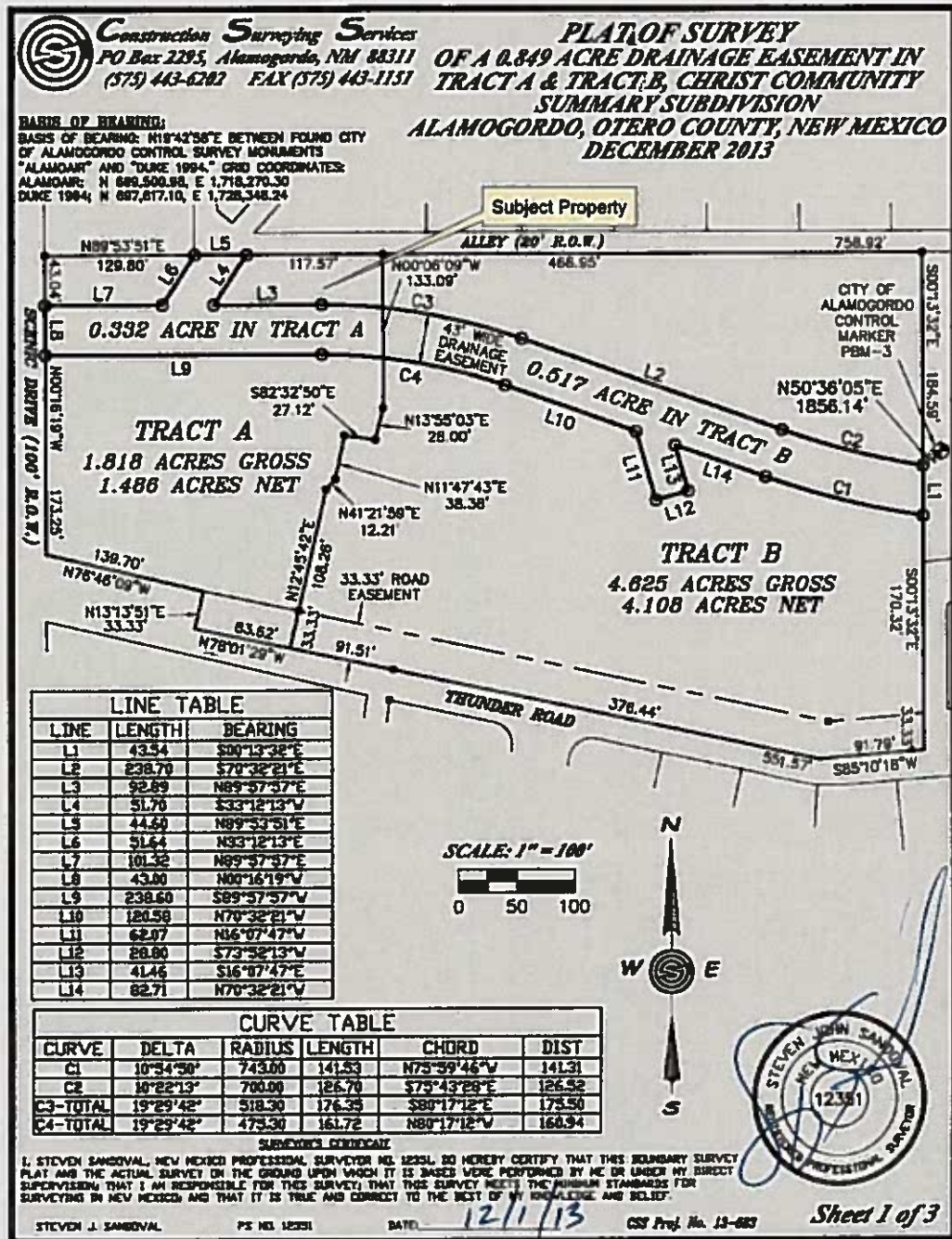
Plat of Survey - Before Taking

CHRIST COMMUNITY SUMMARY SUBDIVISION OF A 6.443 ACRE TRACT OF LAND IN SECTION 21, T16S, R10E, NMPM, ALAMOGORDO, OTERO COUNTY, NEW MEXICO JANUARY 2012

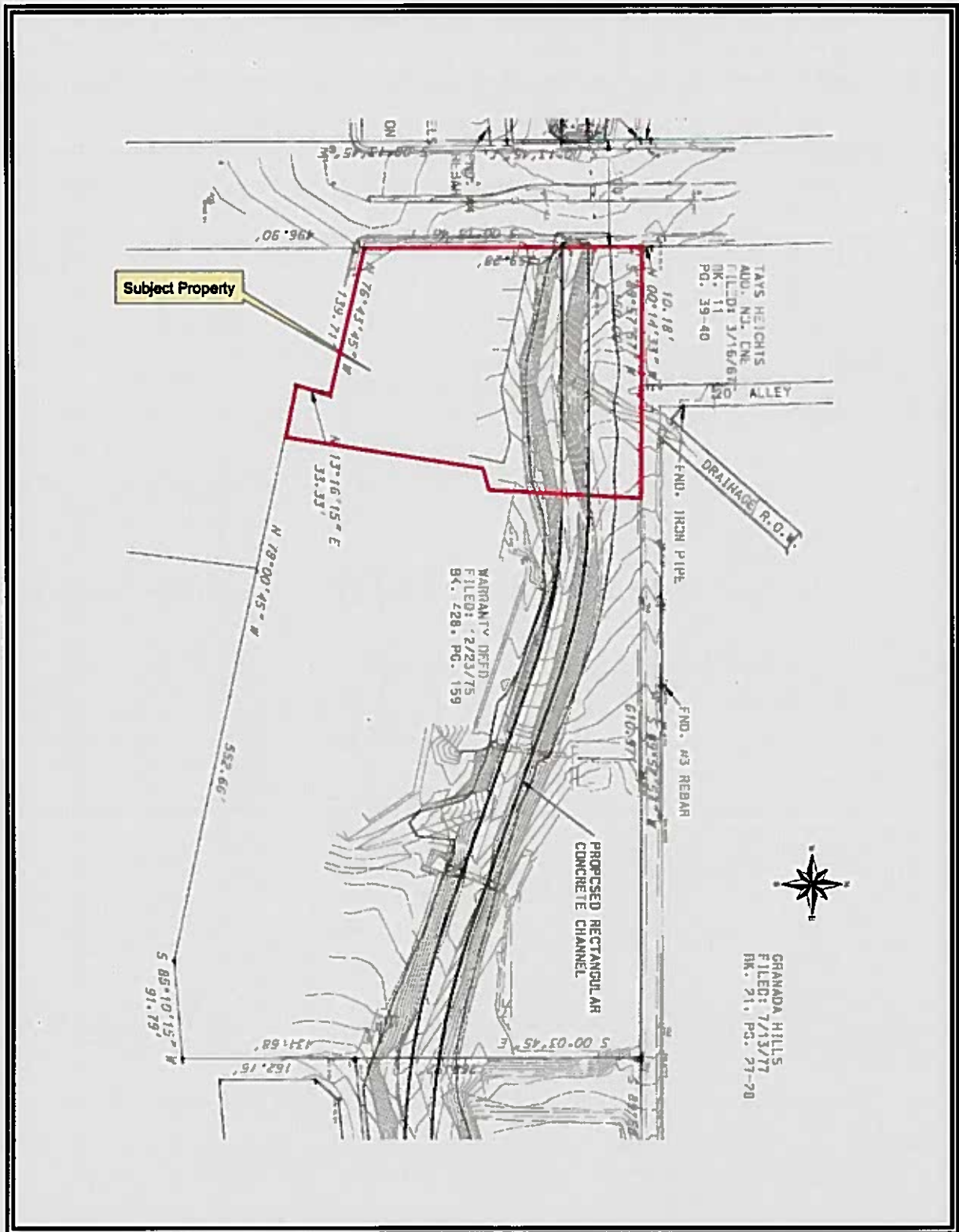
NOTE:
ALL COURSES ARE BOTH FIELD
(F) AND RECORD (R) UNLESS
OTHERWISE NOTED.



Plat of Survey - After Taking



Contour Map with Location of the Proposed Rectangular Concrete Channel



Statement of Assumptions and Limiting Conditions

This appraisal is subject to the following assumptions and limiting conditions when applicable.

The legal description is assumed to be correct.

The map exhibits in this report are included to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility in connection with such matters.

There is no assumption of responsibility for matters legal in character nor any rendition of opinion as to title, which is assumed to be good. The property is appraised as though free and clear under responsible ownership.

We believe to be reliable, the information identified in this report as being furnished to us by others, but we assume no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by anyone but the applicant without the previous written consent of the appraisers or the applicant and in any event, only with proper identification.

We are not required to give testimony or attendance in court by reason of this appraisal without prior agreement mutually agreeable to both the appraisers and the client.

Allocations between land and improvements, where applicable in the report, apply only under the program of development stated. Such allocations may not be used in connection with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl's, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to our attention nor did we become aware of such during our inspection. We have no knowledge of the existence of such materials on or in the property unless otherwise stated. However, we are not qualified to test such substances or conditions. The presence of such hazardous substances may affect the value of the property. The value estimated is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraisers or firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation.

We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA (The Americans with Disabilities Act), which became effective January 26, 1992. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we

have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

Market data as used in this appraisal was obtained from sources believed to be reliable; however, we assume no responsibility for their accuracy.

Our appraisal is made subject to any Extraordinary Assumptions and Limiting Conditions that may become evident subsequent to engagement.

Effective Date of Appraisal

The subject has been appraised as of August 28, 2014, the effective date of the appraisal, which, coincides with the date of our physical inspection. The date of the appraisal report is as of September 10, 2014.

Scope of the Appraisal

The scope of an appraisal report is a description of the process and extent of collecting, confirming, and reporting of data in relation to the appraisal problem.

On July 10, 2014 we met with Stephen P. Thies, City Attorney and Nancy Beshaler, Project Manager, representatives of the City of Alamogordo. Mr. Thies explained the need for the taking was for the continuation of the improvements to the McKinley Channel Project. We discussed the scope of work and after a preliminary survey agreed the most applicable approach was to value the property as vacant, concluding the taking would cause no damage to the improvements.

On July 24, 2014 Mr. Eschenbrenner spoke with Ben Miranda with the U.S. Army Corps of Engineers (USACE) who also agreed the appraisal assignment should only address the value of the land as though vacant.

On August 28, 2014 we met with Pastor PK, representative of Christ Community Church to discuss the taking. There were no special circumstances related to the property.

We collected data from a number of sources, including property owners, public officials, brokers and managers, as well as secondary sources such as data services. Due diligence was made to contact a principal involved in each of the transaction considered, which was not always successful. In the case where a principal was not contacted, another person familiar with the transaction (appraiser, lawyer, property manager, etc.) was contacted. Finally, public information (deeds, tax assessor's records, etc.) was reviewed to further confirm sales.

The subject property is improved with a church, however, as previously mentioned, after discussions with the City of Alamogordo and the USACE, the property will be appraised as though vacant, and as such, this appraisal report will rely strictly on the Sales Comparison Approach to Value.

Extraordinary Assumptions and Hypothetical Conditions

This appraisal is subject to the following extraordinary assumptions and hypothetical conditions.

An Extraordinary Assumption is defined as:

¹"an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions".

We have not been provided with a current environmental report for the subject property. We are not experts in such matters and the reader is advised to obtain professional assistance in such matters. Our appraisal assumes and is made subject to the land and proposed improvements not being contaminated by any hazardous substances.

A Hypothetical Condition is defined as:

²"a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.".

The subject property is improved with a church. The existing McKinley Drainage Channel currently bisects the tract of land. The proposed improvements of a rectangular concrete channel will not damage or adversely effect the existing improvements as situated. After consulting with the client and the U.S. Army Corps of Engineers (USACE), we have concluded the appraisal assignment will be to value the land as though vacant.

This appraisal was conducted and prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions, Uniform Standards of Professional Appraisal Practice (USPAP) as formulated by the Appraisal Foundation, and conforms to the Code of Professional Ethics of the Appraisal Institute. The data collected and used in this report was compiled from in-house records, the client, public records, data provided from peers within the appraisal field, realtors and brokers.

Purpose of the Appraisal

The City of Alamogordo will acquire a tract of land approximately 0.332 acres in size in conjunction with an ongoing federally funded drainage channel project. The property to be acquired is part of a larger 1.818 acre tract of land that is improved with a church. The purpose of this appraisal is to estimate market value of the fee simple estate of the subject property as though vacant, for condemnation actions through eminent domain. This project is being funded through the U.S. Army Corps of Engineers.

¹ "USPAP" 2014-2015 Edition, U-3

² "USPAP" 2014-2015 Edition, U-3

In performing a condemnation appraisal, we will be providing; 1) an estimate of market value of the parent parcel before the taking, 2) the value of the part taken, 3) the value of the parcel after the taking, and 4) an estimate of damages, if any, to the remaining land resulting from the acquisition.

The intended use of the appraisal is to assist the client agency in measuring just compensation to the property owner affected by the taking. The intended users of this appraisal are the City of Alamogordo and the U.S. Army Corps of Engineers (USACE).

Market Value, as used in this report, is defined as:

³"Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal".

Property Rights Appraised

The property rights taken and valued in this report are defined as fee simple estate. The Dictionary of Real Estate Appraisal, Third Edition, published by the Appraisal Institute, defines fee simple estate as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat".

Summary of Appraisal Problems

The purpose of this section is to discuss specific appraisal problems, if any, which were encountered by the appraisers that will be discussed in the body of the appraisal report. The City of Alamogordo intends to acquire a 0.332 acre tract of land from a larger 1.818 acre tract of land. The area to be taken bisects the subject property and is part of an ongoing improvement project to the existing McKinley Channel. With the exception of a reduction in size, there will be no difference in the property between the before and after situations. There were no special appraisal problems encountered in performing this report.

³ Uniform Appraisal Standards for Federal Land Acquisitions, page 13

Factual Data - Before Acquisition

Legal Description

The following is a summary legal description for the subject property. A complete legal description is included on the plat of survey on page 13 and on the deed provided in the addendum portion of this report.

Tract A, Christ Community Subdivision, in Section 21, Township 21 South, Range 10 East, NMPM, Alamogordo, Otero County, New Mexico.

Area, City, and Neighborhood Data

According to *The Appraisal of Real Estate, Thirteenth Edition*, social, economic, governmental and environmental forces influence property values in the vicinity of a subject property. As a result, they affect the value of that property. Market Area is defined in terms of the market for a specific category of real estate and thus is the area in which alternative, similar properties effectively compete with the subject property in the minds of probable, potential purchasers and users. Although physical boundaries may be drawn, the most important boundaries are those that identify factors influencing property values. The area of influence, commonly called a neighborhood, can be defined as a group of complementary land uses.

Alamogordo is a city in the south-central portion of New Mexico, and is the county seat of Otero County. A desert community lying in the Tularosa Basin, it is bordered on the east by the Sacramento Mountains. As the economic center of Otero County, Alamogordo has a primarily service and retail economy that draws its customers from tourists and from active-duty and retired military personnel. The city is accessible through three U.S. Highways and scheduled commercial air services at the Alamogordo-White Sands Regional Airport, Holloman Air Force Base, (including a German Air Force Tactical Training Center), and White Sands Missile Range, two nearby major military bases. Alamogordo is the nearest city to Holloman Air Force Base. Holloman Air Force Base, the area's largest employer is the home of the F-22 Raptor, the German Air Force in the U.S., and the High Speed Test Track. The U.S. Army installation near Alamogordo is the second largest overland testing range in the world. As the birthplace of the U.S. rocket program in the 1940's, today White Sands Missile Range is the testing site for the reusable rocket and numerous Department of Defense research and evaluation programs. The City of Alamogordo is closely linked to both Holloman and White Sands, both of whom represent a combined impact of military and civilian annual payroll of more than \$200 million and an economic impact of more than \$450 million to the local economy. By some estimates, Holloman accounts for half the economy of Alamogordo.

According to the 2010 census, the population in Otero County was 63,797, of which 30,403 resided in the City Limits of Alamogordo. There were 30,992 housing units in Otero County of which 24,464 were occupied. In Alamogordo, there were 14,052 housing units of which 12,763 were occupied. The median income for a household in Otero County was \$38,470 as compared to a statewide median household income of \$44,591.

The subject property is located on the northeast corner of N. Scenic Drive and Thunder Road in the northeast portion of Alamogordo. The market area boundaries that delineate the subject's neighborhood are outlined below.

North:	Indian Wells Road
South:	E. Tenth Street
East:	Thunder Road
West:	College Avenue

The subject's neighborhood is provided with all major utilities and also offers fire and police protection services. Schools, houses of worship, medical centers and recreational facilities are all located in close vicinity to the subject neighborhood. The majority of commercial development in Alamogordo is located along north and south White Sands Boulevard, First Street, Indian Wells Road, Tenth Street corridors, US Highway 54/70 and US Highway 82.

The subject neighborhood is approximately 90% built-out. Homes range in age from newly constructed to 40 years old. The subject neighborhood's residential area is considered to be in the "stabilized" portion of its life cycle. The land uses in close proximity to the subject property are residential uses and commercial development required for support services ancillary to the residential development.

There has been a nominal amount of residential construction in the subject neighborhood. Active residential subdivisions of newly constructed homes are located to the north and south of subject neighborhood to include Hermoso El Sol, Bristol Park, Rath Tara Subdivision, Palo Duro, Quail Hollow, Canyon Parque, Plan View Acres, Silverado, and Valencia Subdivision. The price range for homes in the subject's neighborhood is a low of \$65,000 to a high of \$195,000, with an average price of \$135,000.

Recent new commercial developments in Alamogordo include a Tractor Supply retail store, a 58 room Suburban Suite Extended Stay Motel, a 80 room Fairfield Motel, Anytime Gym, International House of Pancakes, Pizza Hut, Otero Federal Credit Union, Alamogordo Physical Therapy and Wellness Center, Alamogordo Internal Medical Center, and substantial expansions to the Gerald Champion Regional Medical Center. New construction also includes a new Johnny Carino's Italian restaurant, a Carl's Jr. fast food restaurant, a Buffalo Wild Wings Grill and Bar, a Taco Bell, two new dollar General Stores and a new Toyota Dealership. In addition, Albertson's grocery store is currently under construction.

Access throughout and to the subject neighborhood is considered to be good with the necessary infrastructure in place to support further growth. Based on the above, property values within the subject neighborhood should continue to remain stable and any increase or decrease in value into the foreseeable future are highly dependent on a increase or decrease in population, the overall conditions of the US economy, and any increase or decrease in defense spending.

Property Data

Site Description

<i>Present Use:</i>	The subject property is improved with a church.
<i>Zoning:</i>	R-1, Single-Family Dwelling
<i>Land Area:</i>	The subject property consists of 1.818 acres of land.
<i>Location:</i>	The property address is 1338 N. Scenic Drive, Alamogordo, NM. The subject property is located on the northeast corner of N. Scenic Drive and Thunder Road, in the northeast portion of the City of Alamogordo. The subject is a corner tract of land. The surrounding property uses are primarily single family residences, multi-family apartments, churches and schools. There are no detrimental factors inherent in the location of the subject property.
<i>Accessibility and Road Frontage:</i>	Access to the subject site is off N. Scenic Drive, a four lane asphalt paved street and Thunder Road, a two lane asphalt paved street. The property has 259.29' of frontage along N. Scenic Drive and 223.32' of frontage along Thunder Road.
<i>Topography:</i>	The property is basically level but with a natural east to west slope. The site elevation ranges from 4,445 to 4,550 feet above sea level.
<i>Vegetation:</i>	Vegetation is minimal and consists of native desert shrub.
<i>View:</i>	The views from the subject property are typical for the area with the Sacramento Mountains to the east, San Andres Mountains and the White Sands National Monument to the west, White Mountain Ski Resort on the Apache Reservation to the northeast, and desert views in between.
<i>Shape:</i>	Irregular.
<i>Utilities</i>	All city utilities to included water and sewer are on site and provided by the City of Alamogordo. Natural gas is provided by New Mexico Gas Company, electricity is provided by PNM, and telephone service is available through CentruyLink.
<i>Mineral Deposits:</i>	There is no existence of commercially valuable mineral deposits.
<i>Water Rights:</i>	There are no water rights associated with the property.
<i>Easements & Encroachments:</i>	According to the Plat of Survey, there is a 33.33' x 83.62' road easement along the southeast boundary line of the subject property. This road easement runs parallel with Thunder Road. The location of this easement does not present an adverse effect on the value of the subject property. The McKinley Drainage Channel bisects the subject property in an east to west direction. Use or development of this area is prohibited.

Flood Hazard:

The majority of the subject property is located in a flood hazard area which bisects the tract of land in an east to west direction and runs along the existing drainage channel. This area is designated as Zone "AE". The panel map number is 34035C0925D, dated December of 2010. A flood map is presented in the addendum portion of the report.

Hazardous Materials & Other Soil Conditions:

No engineering report regarding soil and sub-soil conditions was provided. No hazardous materials study was available, nor has an abstract of title been provided to indicate any prior uses of the land. We are not aware of any reason to suspect that there are hazardous materials on or under the land surface; however, if it is subsequently found that there has been contamination of the soil by any such substances, the value estimate of this report may become invalid.

Our comments are based on our inspection of the site and surrounding properties, and are provided to help the reader visualize the property. We are not, nor are we qualified to offer an opinion regarding the stability or suitability of the soil for construction. No obvious problems were noticed within the subject site and the property owner did not report any infrastructure problems.

Improvements

The subject property is improved with a church. However, for the purpose of this analysis, we will only be valuing the subject as though vacant, and therefore no description of the improvements was required.

Fixtures

The subject property is to be valued as vacant land with no fixtures.

Use History

The improvements were designed and constructed as a church since it was constructed. The improvements were built in 1976. The subject property has continued to be utilized as a church as of the effective date of the appraisal.

Sales History

The property had been under the name of Christ Community Church since June 6, 1974. The owners did express a desire to sell by property, however there have been no offers to buy nor is the property under contract.

Rental History

The subject property is currently being leased to Asef Chavar Hebrew Community for \$1,000 per month on a month to month basis.

Assessed Values and Annual Tax Load

State law in New Mexico mandates that real estate be taxed on 33.33% of assessed value. The Otero County Assessor's Office is identifying the property as parcel identification number 01-15818. The subject property is a religious facility and therefore exempt from property taxes. There are no past due taxes and the account is considered current.

Zoning and Other Land Use Regulations

The subject parcel is zoned "R-1", Single-Family Dwelling District and governed by the City of Alamogordo. In general, building or premises may be used designed for occupancy by one (1) family. Other uses includes but not limited to are churches, municipal parks, fire stations, schools, golf courses, and accessory buildings customarily incident to the above uses not involving the conduct of a business.

Set backs:	Front yard:	A depth of not less than twenty (20) Feet
	Side yard:	One (1) story – five (5) feet, two (2) story seven and one half (7½) feet. The side yard on the street side of a corner lot shall be not less than fifteen (15) feet in width.
	Rear yard:	Not less than thirty (30) feet or twenty percent (20%) of the depth of the entire lot, which ever is smaller.
	Lot width and area:	Every lot shall have a width of at least sixty (60) feet at the building setback line and shall have an area of not less than six thousand (6,000) square feet per family (exceptions if prior to effective date of chapter).
	Height:	No building shall exceed two and one-half (2½) stories or thirty-five (35) feet in height.

There are no master, or comprehensive land use plans in existence that may affect the utility or value of the property.

Data Analysis and Conclusions - Before Acquisition

Analysis of Highest and Best Use of the Land

The highest and best use of land is defined as "The reasonable probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value." (The Appraisal of Real Estate, 13th Edition, 2008) In order to estimate highest and best use, there are essentially four stages of analysis. These are as follows:

1) Possible Uses of the Site -- what uses are physically possible, given the size, shape and topography of the site.

2) Permissible Uses of the Site -- among the physically possible uses, what uses are legally allowed given the zoning, easements, and/or deed restrictions.

3) Financially Feasible Uses of the Site -- among the uses, which are physically possible, and legally permissible, what uses would provide a reasonable residual net return to the land.

4) Most Productive Use of the Site -- among the financially feasible uses, which use would result in the greatest net return to the land.

Two tests of highest and best use must be considered. These include the highest and best use of the site as if vacant and the highest and best use of the site as improved. Since the purpose of our analysis is to value the subject parcel as vacant, only the first test of highest and best use is appropriate.

Possible Uses

The subject property is relatively large in size containing 1.818 acres of land more or less. The shape is irregular and the topography is gently sloping and at street grade. Access is considered good as the subject property is a corner lot with approximately 259' of frontage along Scenic Drive and approximately 223 front feet along Thunder Road. Scenic Drive is a four lane asphalt paved street with center turn medians. Thunder Road is a two lane asphalt paved street. The subject property has access to city utilities to include city water and sewer. Electricity is available through Public Service of New Mexico (PNM), natural gas is available through New Mexico Gas Company, and telephone services through CenturyLink. Possible uses based on its size and utility included multi-family apartments, professional offices, or use as a church.

Legally Permissible Uses

The legal use of the property is governed by the City of Alamogordo. The property is currently zoned Class "R-1", Single-Family Dwelling. Other uses include churches, municipal parks, fire stations, schools, golf courses, and accessory buildings customarily incident to the above uses

not involving the conduct of a business. There are no deed restrictions that negatively impact the potential development of the site.

Financially Feasible Uses

Present economic and environmental conditions are the next considerations. Economic conditions refer mostly to the market in which the subject competes such as absorption of the different possible uses for the site within the subject market area. Physical and legal development of the subject site allows for a broad range of development.

Primarily, market driven demands for new construction consist of subdivision developments for residential purposes, multi-family apartments, and commercial service industry uses to include retail stores, restaurants, and professional office/medical facilities.

It is our opinion that the most financially feasible use for the subject site as vacant would be for multi-family apartments, professional offices, or use as a church.

Most Productive Use

The last consideration would be the most profitable use that a potential buyer would give if they were to purchase the site. Multi-family apartments, residential subdivision development, or commercial use as professional offices is considered as a financially feasible uses of the subject site. The principle of conformity holds that "real property value is created and sustained when the characteristics of a property conform to the demands of its market". Based on the recent land sales activity, the prices being paid per acre for sites suitable for commercial or residential development has been stable in value, in recent years. It is our opinion the highest and best use of the subject is for multi-family apartments, professional offices, or use as a church.

Appraisal Methodology

The appraisal methodology is the orderly process used to arrive at an opinion of value. The first step is identification of the real estate, date of value, property rights appraised, and type of value. Second, analyses of the area, site, improvements, and highest and best use are conducted. Finally, one or more of the three basic approaches used in concluding a market value are applied. This appraisal relies on one approach to value in arriving at an estimate of market value. In the subject property's case we have utilized the Sales Comparison Approach. This appraisal report is a presentation of the information considered.

Land Value Estimate

Sales Comparison Approach

The Sales Comparison Approach draws heavily upon the principle of substitution. In essence, this principle states that a prudent purchaser will pay no more for a particular property than they would to acquire an equally desirable alternative. This approach consists of a comparison of the subject with other similar properties which have either recently sold or other properties

currently being offered for sale. The comparison process involves making adjustments to the comparable properties on an item-by-item basis. The subject is always the benchmark, and adjustments are made to the sales price of the comparable property in order to arrive at an indication of value for the subject. In analyzing the sales, we first considered and make necessary adjustment to the sales for such characteristics including property rights conveyed, financing terms, conditions of sale, and market conditions. Next we consider and make adjustments to the sales for differences in physical characteristics such as location, corner influence, access, size, shape, topography, view, and utilities. We have examined a number of sales of similar properties located near the subject or in other similar locations. We have provided four comparable sales for our market value estimate. The sales were analyzed on a price per acre basis. The following table is a summary of the vacant sales used, followed by a sales location map, photographs of the sales, a detail table description of each of the comparable sales, a discussion of the adjustments to the sales, the adjustment grid, and our final conclusion of value.

Summary Description of Land Sales - Price Acre Analysis								
Sale #	Location	Parcel ID#	Sale Date	Sale Price	Acreage	Square Footage	Sale Price / Acre	Zoning
1	N. Florida Avenue	01-00504	7/24/2014	\$50,800	2.020	87,991	\$25,149	R-1
2	1527 S. Florida Avenue	01-14444	3/28/2013	\$192,500	8.102	352,923	\$23,760	R-1
3	2901 N. Florida Avenue	01-00191	11/21/2011	\$95,000	2.908	126,672	\$32,669	R-4
4	811 S. Florida Avenue	01-00243	7/21/2011	\$250,000	8.016	349,177	\$31,188	C-1 & R-1

Location Map of Comparable Sales



**Photographs of Comparable Sales
Taken August 28, 2014 by G. Estrada**



Comparable Sale #1: N. Florida Avenue

View facing southwest, taken from the northeast corner of the property, on N. Florida Avenue.



Comparable Sale #2: 1527 S. Florida Avenue

View facing northeast, taken from the southwest corner of the property, on S. Florida Avenue.

Photographs of Comparable Sales (continued)



Comparable Sale #3: 2901 N. Florida Avenue

View facing northwest taken from the southeast corner of the property,
on the intersection of Fairgrounds Road and N. Florida Avenue.



Comparable Sale #4: 811 S. Florida Avenue

View facing southeast, taken from the northwest corner of the property, on S. Florida Avenue.

Detailed Description of Comparable Sales

Comparable Land Sale #1					
Property Identification					
Address	N. Florida Avenue - Alamogordo, Otero County, NM				
Legal Description	Tract in the SE1/4NE1/4SE1/4, Section 7, T16S, R10E				
Assessor's Parcel ID#	01-00504				
Location / Access	This site is located on the west side of N. Florida Avenue, south of Fairgrounds Road in the north central portion of Alamogordo. The property has good access with approximately 140' feet of frontage off E. First Street.				
Present and Highest and Best Use	The property is currently vacant. Highest and best use is for residential subdivision development or multi-family apartments.				
Sales Data					
Sale Price	\$50,800	Total Acreage	2.02	Total SF	87,991
Sale Date	7/24/2014	Price / Acre	\$25,149	Price / SF	\$0.58
Grantor	Rachel Dugan				
Grantee	G. Gonzales, D. Hiles, C. Neal				
Recording/Instrument	Reception# 201405210 / Real Estate Contract				
Confirmation	MLS #150114, Shawn Oswalt ERA Simmons Real Estate				
Condition of Sale	Arms Length	Rights Conveyed	Fee Simple		
Terms of Sale	Real Estate Contract	Motivation	Normal		
Site Data					
Site Dimensions	Approx. 140' x 630'	Shape / Frontage	Rectangular - Elongated		
Zoning	"R-1" Single-Family Dwelling	Topography	Level		
Conforming	Yes	View	Typical		
Flood Zone / Panel	"AH"/35035C0937D	Vegetation	N/A		
Location	Average	On Site Ponding	None		
Access	Good/Average	Mineral Deposits	None		
Corner Features	Interior Parcel	Hazardous Substance	None		
Improvements					
Utilities	All City Utilities				
Street Improvements	Four lane asphalt paved street, concrete curb, gutter, and sidewalks, night lighting provided by the City of Alamogordo.				
Other Improvements	None				
Comments					
This site was purchased by the owners of an adjoining tract of land. The property is being improved as a RV park in conjunction the adjoining tract of land. The property was listed for \$135,000.					

Detailed Description of Comparable Sales

Comparable Land Sale #2					
Property Identification					
Address	1527 South Florida Avenue - Alamogordo, Otero County, NM				
Legal Description	Lots 1 & 2, Taylor Vista De Los Montañas				
Assessor's Parcel ID#	01-14444 & 01-15725				
Location / Access	These two lots are located in the south central portion of Alamogordo, south of Panorama Boulevard and on the east side of S. Florida Avenue. Access is considered good with 281 feet of frontage along S. Florida Avenue.				
Present Use and Highest and Best Use	The property is currently vacant. Highest and best use is for residential subdivision development or multi-family apartments.				
Sales Data					
Sale Price	\$192,500	Total Acreage	8.102	Total SF	352,923
Sale Date	3/28/2013	Price / Acre	\$23,760	Price / SF	\$0.55
Grantor	The Opportunity Center				
Grantee	Jose & Martha Rendon				
Recording/Instrument	Reception #201302767 / Warranty Deed				
Confirmation	Purchase contract and Paula Osborn, agent, to D. Colvin, MAI				
Condition of Sale	Arms Length		Rights Conveyed	Fee Simple	
Terms of Sale	Cash to Seller		Motivation	Normal	
Site Data					
Site Dimensions	281.34' x 1285.79' x 268' x 1305.04'		Shape / Frontage	Rectangular - Elongated	
Zoning	R-1 Single-Family Dwelling		Topography	Level	
Conforming	Yes		View	Typical	
Flood Zone / Panel	"AE" & "X" / 35030C1180D		Vegetation	N/A	
Location	Good		On Site Ponding	None	
Access	Good/Average		Mineral Deposits	None	
Corner Features	Interior Parcel		Hazardous Substance	None	
Improvements					
Utilities	All City Utilities				
Street Improvements	Two lane asphalt paved street with center median turn lane, concrete curb, gutter, and sidewalks, night lighting provided by the City of Alamogordo.				
Other Improvements	Dilapidated building of no value consisting of 6,400(+-) square feet.				
Comments					
This is a sale with a contract price of \$150,000 and was contingent on the property being rezoned from R-1, Single-Family Dwelling to R-4, Multi-Family Dwelling. The buyer intends to raze the building and develop the land with apartments. This property was previously purchased on June 11, 2010 for \$180,000. Shortly after this transaction, a bid was acquired to demolish and remove all debris of the building at a cost of \$67,000 or \$10.49 per square foot. However, based on comparable demolition costs from in-house files and costs used by peers, we are using \$6.65 per square foot or \$42,500 as an estimated cost to demo. This will result in an effective price of the land as though vacant to be \$192,500 or \$23,760 per acre. On June 1, 2011 the property was subdivided into two lots and listed for sale. The property had been listed for as high as \$279,000, but that listing expired. It was more recently listed for \$170,000 (MLS #145681). Approximately 1/2 of this tract of land is located in a flood hazard area.					

Detail Description of Vacant Sales (continued)

Comparable Land Sale #3					
Property Identification					
Address	2901 N. Florida Avenue - Alamogordo, Otero County, NM				
Legal Description	Lot 5B, Replat B, Betty Dare				
Assessor's Parcel ID#	01-00191				
Location / Access	This site is located on the northwest corner of N. Florida Avenue and Fairgrounds Road, in the north central portion of Alamogordo. The property has good access with 201.09' feet of frontage off N. Florida Avenue and 631.22' along Fairgrounds Road.				
Sales Data					
Sale Price	\$95,000	Total Acreage	2.908	Total SF	126,672
Sale Date	11/21/2011	Price / Acre	\$32,669	Price / SF	\$0.75
Grantor	Landsun Homes Inc				
Grantee	Otero County Hospital Association				
Recording/Instrument	Reception# 201109681 / Warranty Deed				
Confirmation	Buyer				
Condition of Sale	Arms Length	Rights Conveyed	Fee Simple		
Terms of Sale	Conventional	Motivation	Normal		
Site Data					
Site Dimensions	201.09' x 631.22'	Shape / Frontage	Rectangular		
Zoning	R-4 Multiple-Family Dwelling	Topography	Level		
Conforming	Yes	View	Typical		
Flood Zone / Panel	X and AH / 35035C0937D	Vegetation	N/A		
Location	Average	On Site Ponding	None		
Access	Good/Good	Mineral Deposits	None		
Corner Features	Corner Lot	Hazardous Substance	None		
Improvements					
Utilities	All city utilities				
Street Improvements	Four lane asphalt paved street, concrete curb, gutter, and sidewalks, night lighting provided by the City of Alamogordo.				
Other Improvements	None				
Comments					
This site was purchased by the owners of a adjoining tract of land. The property was purchased for speculative use.					

Detail Description of Vacant Sales (continued)

Comparable Land Sale #4					
Property Identification					
Address	811 S. Florida Avenue - Alamogordo, Otero County, NM				
Legal Description	Lot 52A, Replat A, Mission Hills Subdivision				
Assessor's Parcel ID#	01-00243				
Location / Access	This site is located in the south central portion of Alamogordo, on the east side of S. Florida Avenue. Access is considered good with 484.06' feet of frontage along S. Florida Avenue.				
Present Use and Highest and Best Use	The property is currently vacant. Highest and best use is for residential subdivision development or multi-family apartments.				
Sales Data					
Sale Price	\$250,000	Total Acreage	8.016	Total SF	349,177
Sale Date	7/21/2011	Price / Acre	\$31,188	Price / SF	\$0.72
Grantor	Gustavo Najera Rev Trust				
Grantee	French Holdings LLC				
Recording/Instrument	Reception# 201106106 / Warranty Deed				
Confirmation	T. French to D. Colvin				
Condition of Sale	Arms Length	Rights Conveyed	Fee Simple		
Terms of Sale	Cash	Motivation	Normal		
Site Data					
Site Dimensions	484.06' x 690' x 505.5' x 690.27		Shape / Frontage	Rectangular / Good	
Zoning	C-1 & R-1 Neighborhood Business & Single-Family Dwelling		Topography	Level	
Conforming	Yes		View	Typical	
Flood Zone / Panel	X / 35035C0939D		Vegetation	N/A	
Location	Good		On Site Ponding	None	
Access	Good/Good		Mineral Deposits	None	
Corner Features	Interior Parcel		Hazardous Substance	None	
Improvements					
Utilities	All City Utilities				
Street Improvements	Two lane asphalt paved street				
Other Improvements	Dilapidated building of no value				
Comments					
This property was purchased for the purpose of developing a residential subdivision. The property was improved with two old dilapidated residences of no value. The actual purchase price was \$210,000 plus \$40,000 to demolish and remove all debris, resulting in an effective price of \$250,000. This parcel is not located in a designated flood zone and had all infrastructures in place. The property has been granted a variance to develop the typical lot size from 6,000 square feet to 4,000 square feet.					

Discussion of Adjustment to the Comparable Sales

Property Rights Conveyed – All of the comparable sales conveyed fee simple rights of ownership and therefore, no adjustments were required for this category.

Financing Terms – The site is being valued on a cash-equivalent basis. As a result, the comparables may require adjustments for favorable or creative financing. Downward adjustments for financing terms are generally indicated whenever there is seller financing at below-market interest rates. All of the comparables sold for cash or on cash equivalent terms. Therefore, no adjustments were required for this category.

Buyer or Seller Motivation - These adjustments are made whenever discussions with the parties involved (or other evidence) reveal that there may have been a particularly strong motivation to buy or sell. Examples of strong purchase motivation may include assemblage purchases and purchases by adjacent property owners. Examples of strong sale motivation may include foreclosure sales, assemblage, partnership dissolution, etc. In addition, this category is also used to adjust a listing to more appropriately reflect a possible selling price. We have analyzed the comparable sales and spoke with individuals familiar with each transaction. No adjustments were required for this category.

Market Conditions - These adjustments are necessary to allow for the change in market conditions brought about by inflation, deflation, fluctuations in supply and demand, or other factors. For the past several years, the number of large acreage land transactions has been limited. Our analysis of land values indicate there is no measurable amount of appreciation or depreciation in land values of similar tract of land over the past several years. Therefore, we have concluded no adjustments for market conditions is required for this category.

Location & Neighborhood of Comparables - Location differences primarily relate to variations with respect to the proximity of major arterials, site access and exposure, traffic count, and surrounding improvements. If the comparable is judged to have a superior location to the subject, the comparable is adjusted downward. If the comparable is inferior, it is adjusted upward. Comparable Sale #1 and #3 are located in the north central portion of Alamogordo, in a area of mixed use properties and a less desirable area. We have adjusted these sales upward by 10% for inferior location.

Corner Influence – Corner influence is most relevant when valuing commercial properties which benefit from higher traffic flow, visibility, and accessibility. Comparable Sale #1, #2, and #4 are interior parcels and therefore adjusted upward by 15% for inferior corner influence.

Access - The subject property and all of the Comparable Sales have developed street access with easy ingress and egress to traffic flow. No adjustments were required for this category.

Relative Overall Size - Generally, smaller sites tend to sell for more per square foot than otherwise comparable, but larger sites. These differences can be explained by the principle of economies of scale and the larger market for small parcels than *larger parcels*. We have applied a 90% learning curve, which applies to the principal of a parcel twice the size of another parcel, all other things being equal, should sell for about 90% of the unit price of the smaller parcel.

$$\text{Area of the Comparable}^{.152} / \text{Area of Subject Parcel}^{.152}$$

Shape Features - This adjustment is based on comparison of the differences between the actual perimeters of the subject and the comparable, and what the perimeters would be if both sites were perfectly square. It also considers the difference between the amounts of the most important frontage, in relationship to the overall perimeters of the comparable and subject. Comparable Sale #1 and #2 are elongated rectangular shaped tracts of land with an inferior frontage to depth ratio. These sales were adjusted upward by 10% for its inferior shape.

Topography - Sites may vary in value due to topographical characteristics such as contour, grading, natural drainage, and soil conditions. Steep slopes often impede development. Natural drainage can be advantageous, or, if a site is downstream of other properties or is a natural drainage basin for the area, it may have severely limited usefulness. All of the sales are level in topography. Comparable Sale #1, #2, and #3 are partially located in a flood hazard area similar to the subject property with no adjustments required. Comparable Sale #4 is not located in a flood hazard area and therefore adjusted downward by 20% for superior topography.

View - All of the sales have typical mountain views of the Sacramento Mountains to the east and desert basin views to the west similar to the subject. No adjustments were required for this category.

Utilities - The presence of utilities to each sale was also considered. The subject, along with all of the sales has access to all city utilities. No adjustments were required for utilities.

Other - No adjustments required for this category.

A summary of the comparables and the adjustments made in comparison to the subject parcel is presented in the Land Sales Adjustment Grid.

Sales Adjustment Grid

ITEM	Subject	Sale #1	Sale #2	Sale #3	Sale #4
Address	1338 N. Scenic Drive	N. Florida Avenue	1527 S. Florida Avenue	2901 N. Florida Avenue	811 S. Florida Avenue
Date of Transaction:		7/24/2014	3/28/2013	11/21/2011	7/21/2011
Sale Price		\$50,800	\$192,500	\$95,000	\$250,000
Acreage	1.818	2.020	8.102	2.908	8.016
Price Acre		\$25,149	\$23,760	\$32,669	\$31,188
Condition Of Sale		Arms Length	Arms Length	Arms Length	Arms Length
Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple
	% Adj.	0%	0%	0%	0%
Financing Terms		Real Estate Contract	Cash to Seller	Conventional	Cash
	% Adj.	0%	0%	0%	0%
Motivation		Normal	Normal	Normal	Normal
	% Adj.	0%	0%	0%	0%
Time - 0% Change/Year					
	% Adj.	0.00%	0.00%	0.00%	0.00%
TIME ADJUSTED PRICE / ACRE		\$25,149	\$23,760	\$32,669	\$31,188
	Subject	Comparisons To Subject Property:			
Location	Good	Average	Good	Average	Good
	(+,-)	Inferior	Similar	Inferior	Similar
	% Adj.	10%	0%	10%	0%
Corner Influence	Corner Parcel	Interior Parcel	Interior Parcel	Corner Parcel	Interior Parcel
	(+,-)	Inferior	Inferior	Similar	Inferior
	% Adj.	15%	15%	0%	15%
Access	Good	Good	Good	Good	Good
	(+,-)	Similar	Similar	Similar	Similar
	% Adj.	0%	0%	0%	0%
Size / Acreage	1.818	2.020	8.102	2.908	8.016
	% Adj.	0%	25%	5%	25%
Shape/Frontage	Irregular/Good	Rectangular/Average	Rectangular/Average	Rectangular/Good	Rectangular/Good
	(+,-)	Inferior	Inferior	Similar	Similar
	% Adj.	10%	10%	0%	0%
Topography/Flood Zone	Level/AE,X	Level/AH	Level/AE,X	Level/AH,X	Level/X
	(+,-)	Similar	Similar	Similar	Superior
	% Adj.	0%	0%	0%	-20%
View	Typical	Typical	Typical	Typical	Typical
	(+,-)	Similar	Similar	Similar	Similar
	% Adj.	0%	0%	0%	0%
Utilities	All city utilities available	All city utilities available	All city utilities available	All city utilities available	All city utilities available
	(+,-)	Similar	Similar	Similar	Similar
	% Adj.	0%	0%	0%	0%
Other Improvements	None	None	None	None	None
	(+,-)	Similar	Similar	Similar	Similar
	% Adj.	0%	0%	0%	0%
Gross Adjustment		35%	50%	15%	60%
Net Adjustments		35%	50%	15%	20%
INDICATED VALUE / ACRE		\$33,950	\$35,639	\$37,569	\$37,425

Summary Review					
Sale #	Acreage	Updated Sale Price SF	Gross Adjustments	Net Adjustments	Indication of Value - Price SF
1	2.02	\$25,149	35%	35%	\$33,950
2	8.10	\$23,760	50%	50%	\$35,639
3	2.91	\$32,669	15%	15%	\$37,569
4	8.02	\$31,188	60%	20%	\$37,425
Statistical Review of the Adjusted Land Price Per Acre					
		Minimum	\$33,950		
		Maximum	\$37,569		
		Mean	\$36,146		
		Median	\$36,532		
		Standard Deviation	\$1,707		
		One deviation from the mean equals	4.72%		

RECONCILIATION AND FINAL ESTIMATE OF LAND VALUE - BEFORE ACQUISITION

The four comparable sales provided a reasonable range of value indicators from a low of \$33,950 per acre to a high of \$37,569 per acre. The statistical mean is at \$36,146 per acre and the median is at \$36,532 per acre, and one deviation from the mean is at 4.72%. Although there were a limited number of samples used, these statistics indicate a narrow range of value. Comparable Sale #3 required the least amount of gross adjustments and therefore given primary credence. We are of the opinion a market value of \$37,500 per acre or \$68,000 (Rd.) is appropriate for the subject (1.818 acres x \$37,500 per acre = \$68,175).

SIXTY EIGHT THOUSAND DOLLARS

\$68,000.

Factual Data - After Acquisition

Legal Description

The legal description will remain the same as in the before acquisition, but will include a clause "less a 0.332 acre drainage easement for the McKinley Channel" as fully described on the Plat of Survey provided on page 13 of this appraisal report. A complete legal description is included on the Deed provided in the addendum portion of this report.

Neighborhood Factors

For several years, the City of Alamogordo, in conjunction with the U.S. Army Corps of Engineers, have been realigning and reconstructing the McKinley Channel for better flood drainage flow. The taking of a 0.332 acre of land will have no adverse impact or create damages to the remainder of the subject property or the neighborhood, after the acquisition.

Property Data - After Acquisition

Site Description

After the 0.332 acre taking, the subject property will be reduced from 1.818 acres to 1.486 acres. The part to be taken is within the existing drainage channel and does not alter the path of the channel, but simply controls and improves the flow of the drainage. In addition, the rectangular concrete channel will prevent continuous depletion of the soil along both sides of the existing channel. The shape of the subject property will remain similar to the before taking, irregular. The taking will have no impact on physical access or access to utilities.

Improvements

The subject property is improved with a church. However, as previously stated, for the purpose of this analysis, we will only be valuing the subject as though vacant, and therefore no description of the improvements was required.

Fixtures

The subject property is to be valued as vacant land with no fixtures.

Use History

The improvement were designed and utilized as a church since they were constructed. The improvements were erected in 1976. The subject property is currently being lease and used as a synagogue.

Assessed Values and Annual Tax Load

The subject property is a religious and educational facility and therefore exempt from property taxes.

Zoning and Other Land Use Regulations

After the taking, the zoning of the remaining property will continue to be R-1, Single-Family Dwelling use. The amount of land to be taken will not alter the use of the land under the current regulations regarding lot area requirements, setbacks, and off-street parking. The same restrictions as described in the before acquisition will remain in place.

Data Analysis and Conclusions - After Acquisition

Analysis of Highest and Best Use of the Land

The amount of the taking will not change it's possible use, legal use, and does not alter our conclusion of Highest and Best Use from the before acquisition analysis. It is our opinion the highest and best use of the subject will continue to be for multi-family apartments, residential subdivision development, church or school.

RECONCILIATION AND FINAL ESTIMATE OF LAND VALUE – AFTER ACQUISITION

As we have indicated, the land to be taken will not change the highest or best use or constrain the remainder parcel, and therefore the same Comparable Sales, adjustments to the Sales, and final value indicator is applicable to the remainder. Based on our final value indicator of \$37,500 per acre, we estimate the value of the remainder to be \$55,500 (1.486 acres x \$37,500 per acres = \$55,725)

FIFTY FIVE THOUSAND FIVE HUNDRED DOLLARS

\$55,500.

ALLOCATION AND EXPLANATION OF DAMAGES

After the taking, a remnant of land approximately 0.28 acres in size will be situated north of the drainage channel and inaccessible to the parent parcel. This remnant parcel will also be bisected by the taking rendering the eastern portion of this remnant tract without legal access. The lack of access, narrow shape and small size of this area will result in a loss of utility and loss of value. It is our opinion this area has been damaged by the taking and the property owners should be compensated for this area. Once again using our final value indicator of \$37,500 per acre, we estimate the damage in loss of value to this area of land to be \$10,500 (0.28 acres x \$37,500 per acres = \$10,500)

ACQUISTION ANALYSIS

Subject Parcel	Area	Value Indication	Market Value
Whole Parcel	1.818 acres	\$37,500/acre	\$68,000
Remainder After Taking	1.486 acres	\$37,500/acre	\$55,500
Compensation for the Taking	0.332 acres	\$37,500/acre	\$12,500
Damages	0.280 acres	\$37,500/acre	\$10,500

EXPLANATION OF SPECIAL BENEFITS

No special benefits to the remainder property will result from the taking; however the installation of a rectangular concrete channel will prevent depletion of the soil wall along the existing channel.

**EXHIBITS
AND
ADDENDUM**

Title Evidence

BOOK 428 PAGE 159

SHORT FORM WARRANTY DEED

Warranty Deed

KENNETH W. HUTT and SHIRLEY A. HUTT, his wife

for consideration paid, grant to CHRIST COMMUNITY CHURCH, INTERFAITH, INC.

the following described real estate in CRESCO County, New Mexico

A tract of land in the Northwest quarter of the Northeast quarter of Section 21, T16S, R10E, N40M, and more particularly described as follows:

Starting at the North quarter corner of said Section 21 and going S 89° 50' E along the North line of said Section 21 a distance of 283.70 feet to the place of beginning of the tract of land herein described; thence S 89° 50' E along the North line of said Section 21 a distance of 760.87 feet; thence S 0° 10' W a distance of 431.68 feet to the center line of a 20 foot wide water pipeline easement; thence S 85° 24' W along the center line of said easement a distance of 91.79 feet; thence N 77° 47' W along said easement a distance of 552.66 feet; thence N 13° 30' E along the East line of McKinley Avenue a distance of 33.33 feet; thence N 78° 30' W along the North right-of-way line of McKinley Avenue a distance of 139.70 feet to the East right-of-way line of Scenic Drive; thence North along the East right-of-way line of Scenic Drive a distance of 259.30 feet to the place of beginning and containing 6.45 acres more or less. SUBJECT TO any set of facts which an accurate survey would reveal. SUBJECT TO any set of facts which a physical examination of the premises would reveal. SUBJECT TO easements of record, reservations, restrictions of record and patent reservations.

With warranty covenants.

WITNESS OUT hand, S. and seal, this 6th day of June, 1976
Kenneth W. Hutt (SEAL) Shirley A. Hutt (SEAL)
 (SEAL) (SEAL)
 (SEAL) (SEAL)

ACKNOWLEDGMENT

STATE OF NEW MEXICO, }
 County of CRESCO, ss.

The foregoing instrument was acknowledged before me this 6th day of June, 1976, by Kenneth W. Hutt and Shirley A. Hutt, his wife.

My Commission expires: 10-10-1977

STATE OF NEW MEXICO, County of CRESCO, ss. I hereby certify that this instrument was filed for record on the 23 day of December, 1975 at 4:05 o'clock P.M., and duly recorded in Book 428, Page 159, of the Records of said county.
Ruth Hagan Deputy Frankie Dean County Clerk

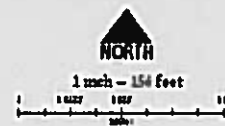
CHARGE FEE

12966

Utility Map

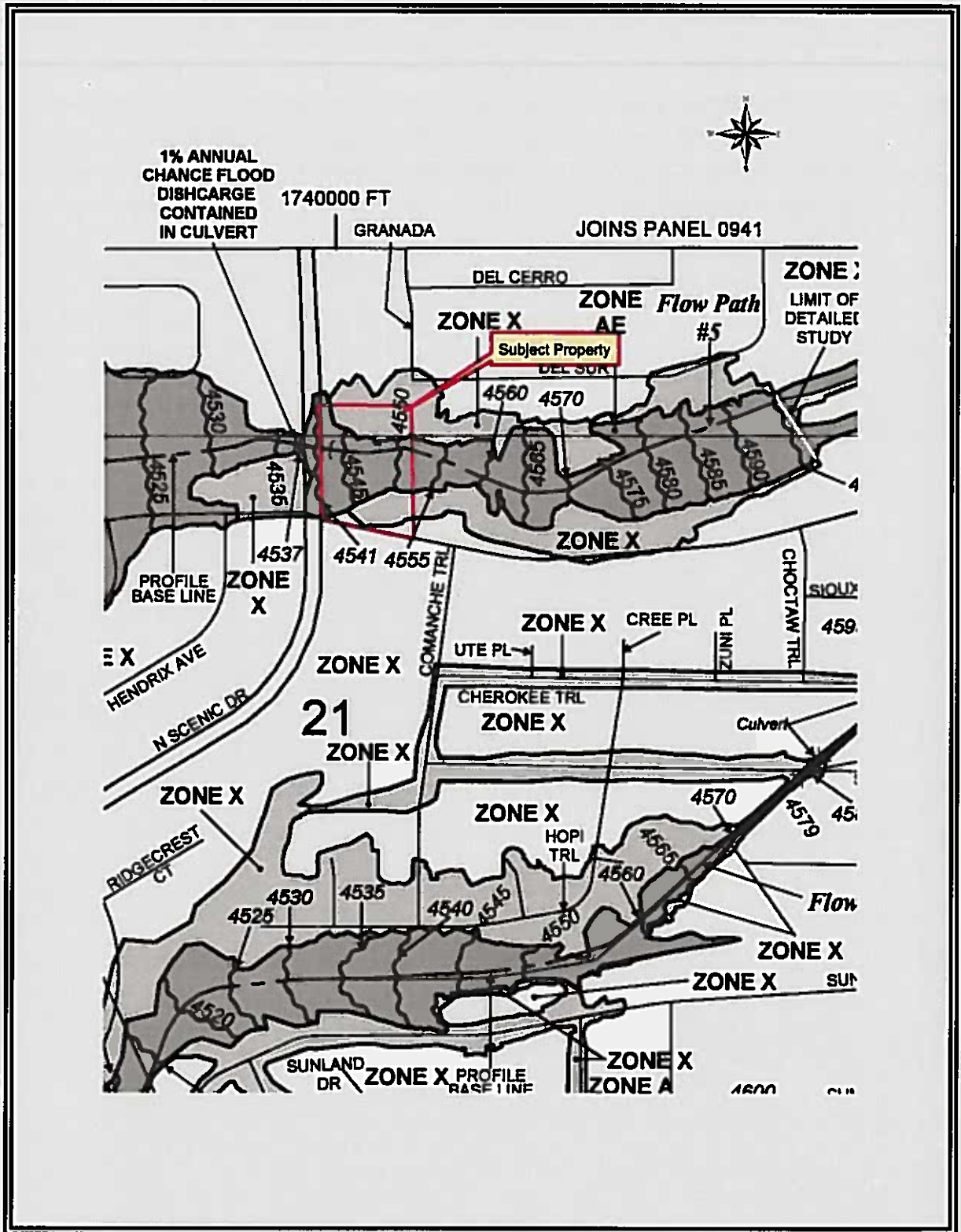


PC 01-09321
PC 01-15818



Map of the area shown is not to be used for any other purpose than the one for which it was prepared. The map is not a warranty or guarantee of any kind.

Flood Map



LEGAL DESCRIPTION OF THE TAKING



Construction Surveying Services
PO Box 2295, Alamogordo, NM 88311

LEGAL DESCRIPTION

A 0.849 Acre tract of land situate within Tracts A & B, Christ Community Summary Subdivision, as filed for record on February 10, 2012, as Instrument No. 201201159, in the NE1/4 of Section 21, T16S, R10E, NMPM, within the corporate limits of the City of Alamogordo, Otero County, New Mexico, and being more particularly described as follows:

Beginning at a point on a curve on the east line of Tract B, Christ Community Summary Subdivision, for the northeast corner of this tract, Whence, the City of Alamogordo control marker PBM-3 bears, N50°36'05"E, a distance of 1,856.14 feet;

Thence, along said east line, S00°13'32"E, a distance of 43.54 feet to a point on a curve for the southeast corner of this tract;

Thence, leaving the east line of Tract B, along the arc of a curve to the right having radius of 743.00 feet, through a central angle of 10°54'50", an arc length of 141.53 feet, and having a long chord that bears, N75°59'46"W, a distance of 141.31 feet to a point of tangency;

Thence, N70°32'21"W, a distance of 82.71 feet to a point;

Thence, S16°07'47"E, a distance of 41.46 feet to a point;

Thence, S73°52'13"W, a distance of 28.80 feet to a point;

Thence, N16°07'47"W, a distance of 62.07 feet to a point;

Thence, N70°32'21"W, a distance of 120.58 feet to a point to a point of curvature;

Thence, along the arc of a curve to the left having a radius of 475.30 feet, through a central angle of 19°29'42", an arc length of 161.72 feet, and having a long chord that bears, N80°17'12"W, a distance of 160.94 feet to a point of tangency;

Thence, S89°57'57"W, a distance of 238.60 feet to a point on the west line of Tract A, Christ Community Summary Subdivision for the southwest corner of this tract;

Thence, along said west line, N00°16'19"W, a distance of 43.00 feet to a point for the northwest corner of this tract;

Thence, leaving the west line of Tract A, N89°57'57"E, a distance of 101.32 feet to a point;

(Legal Description continued next page)

Sheet 2 of 3

Phone: (575) 443-6202
Field Mobile: (575) 491-2371

Fax: (575) 443-1151

www.constructionsurveyingservices.com
email: CSSAlamo@aol.com

LEGAL DESCRIPTION OF THE TAKING (continued)



Construction Surveying Services
PO Box 2295, Alamogordo, NM 88311

(Legal Description of a 0.849 Acre Tract, Continued)

Thence, N33°12'13"E, a distance of 51.64 feet to a point on the north line of Tract A, Christ Community Summary Subdivision;

Thence, along said north line, N89°53'51"E, a distance of 44.60 feet to a point;

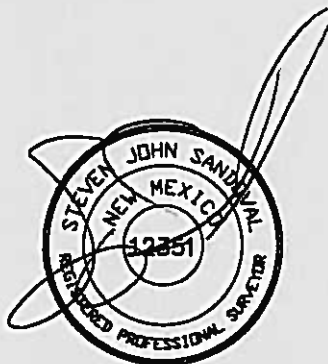
Thence, leaving the north line of Tract A, S33°12'13"W, a distance of 51.70 feet to a point;

Thence, N89°57'57"E, a distance of 92.89 feet to a point of curvature;

Thence, along the arc of a curve to the right having a radius of 518.30 feet, through a central angle of 19°29'42", an arc length of 176.35 feet, and having a long chord that bears, S80°17'12"E, a distance of 175.50 feet to a point of tangency;

Thence, S70°32'21"E, a distance of 238.70 feet to a point of curvature;

Thence, along the arc of a curve to the left having a radius of 700.00 feet, through a central angle of 10°22'13", an arc length of 126.70 feet, and having a long chord that bears, S75°43'28"E, a distance of 126.52 feet to the point and place of beginning, enclosing 0.849 acre of land, more or less.



DATE: 12/1/13
CSS Project No. 13-683

Sheet 3 of 3

Phone: (575) 443-6202
Field Mobile: (575) 491-2371

Fax: (575) 443-1151

www.constructionsurveyingservices.com
email: CSSAlamo@aol.com

Qualifications of Appraisers

APPRAISER QUALIFICATIONS W. SCOTT ESCHENBRENNER, MAI

PROFESSIONAL EXPERIENCE:

MAI, Designated Member of the Appraisal Institute - #11,814
State Certified General Real Estate Appraiser, New Mexico-1180

EDUCATION BACKGROUND AND SPECIAL TRAINING:

Graduate from Southwest Texas State University, 1986, with Bachelor of Science Degree in Business Administration with major in Finance - Real Estate.

Successfully completed the following real estate courses from the Appraisal Institute:

- Real Estate Appraisal Principles
- Residential Valuation
- Basic Valuation Procedures
- Capitalization Theory and Techniques - Part A & B
- Report Writing and Valuation Analysis
- Standard of Professional Practice, Parts A, B & C
- Advanced Applications
- Demonstration Appraisal Report
- General Comprehensive Exam

EMPLOYMENT:

May 1995 to Present; Owner, Mesilla Valley Appraisal Services in Las Cruces, New Mexico
January 1994 to May 1995: Appraiser, William Scott Burns & Wilkinson, Inc., in El Paso, TX.
October 1986 to December 1993: Appraiser, William Scott Burns & Company in El Paso, TX.
May 1985 to August 1985: Construction, JR Thurman Construction. El Paso, TX.
May 1981 to December 1984: Assist. Golf Professional, El Paso Country Club, El Paso, TX.

REPRESENTATIVE CLIENTS:

Community First National Bank, First Federal Savings, First National Bank in Alamogordo, Citizens Bank of Las Cruces, First National Bank in Las Cruces, Western Farm Bureau Mutual Insurance Company, First Interstate Bank of Denver, Alamogordo Federal Savings and Loan, Bank of the Rio Grande, Mesilla Valley Bank, and other Regional Lending Institutions, Gerald Champion Memorial Hospital, City of Las Cruces, City of Alamogordo, Allstate Insurance Company, Texas Highway Department, United States Corps of Engineers, El Paso Water Utilities, Southern Pacific Railroad, City of El Paso, Gencon Corporation.

REPRESENTATIVE ASSIGNMENTS: (Texas, & New Mexico)

- Single and Multifamily Complexes
- Professional Office Complexes
- Industrial Parks, Warehouses, Mini-Warehouse Facilities
- Vacant Land, Subdivision Analysis and Mobile Home Parks
- Farm & Ranch
- Shopping Centers
- Special Purpose: Post Office, Hotel, Automobile Dealership, Banking Facility, Restaurant, Convenience Stations, Medical Clinic, Church, and Easements.

Qualifications of Appraisers (continued)



Qualifications of Appraisers (continued)

APPRAISER QUALIFICATIONS

GONZALO A. ESTRADA

PROFESSIONAL EXPERIENCE:

State Registered Apprentice Appraiser, New Mexico-#303-A
Certified Appraiser IV, New Mexico Property Taxation and Revenue Department

EDUCATION BACKGROUND AND SPECIAL TRAINING:

Successfully completed the following real estate courses from the Appraisal Institute (AI):

Basic Valuation Procedures

Capitalization Theory and Techniques - Part A

Successfully completed the following real estate courses from the International Association of Assessing Officers (IAAO):

Fundamentals of Real Property Appraisal, Course 101

Income Approach to Value, Course 102

Appraisal of Land, Course 201

Marshall and Swift – Commercial Cost Estimator, Course 163

Fundamentals of Mass Appraisal, Course 300

Continuing Education Classes

AI - Practical Regression Using Microsoft Excel

AI - Appraisal In Litigation

AI - Appraising Distressed Commercial Real Estate

IAAO - Workshop on Contemporary Capitalization Methods and Techniques

IAAO - Workshop on Contemporary Real Estate Finance

McKissock - Income Capitalization

McKissock - Analysis in Action

McKissock - Appraisal Applications of Regression Analysis

EMPLOYMENT:

May 2007 to Present; Mesilla Valley Appraisal Services in Las Cruces, New Mexico

January 2, 2007 to Present; Gonzalo Estrada Valuation Services

October 15, 1981 to December 13, 2006; Otero County Assessor's Office, Chief Real Estate Appraiser – Computer Systems Analysis

REPRESENTATIVE ASSIGNMENTS: (New Mexico)

Professional Office Complexes

Medical Clinic

Shopping Centers

Mini-Warehouse Facilities

Vacant Land, Commercial and Industrial

Qualifications of Appraisers (continued)



Contract Agreement

REAL ESTATE APPRAISAL SERVICES

THIS CONTRACT entered into this 20 day of August, 2014 by the City of Alamogordo, a New Mexico municipal corporation, (the "City"), and Mesilla Valley Appraisal Services (the "Contractor").

WITNESSETH THAT:

WHEREAS, the City, in its capacity as Non-Federal Sponsor, has entered into a Project Cooperation Agreement (PCA) with the United States of America (Government), under which a civil works project will be constructed by the U.S. Army Corps of Engineers (USACE) in cooperation with the City; and;

WHEREAS, pursuant to the PCA it is the responsibility of the City to obtain appraisals for all interests (estates) in real property, and it is the responsibility of USACE to ensure through a review process that each appraisal meets the standards of performance set out in SCHEDULE "A", and;

WHEREAS, the preparation and delivery of the hereinafter described appraisal report is authorized by law; and;

WHEREAS, the Contractor is well-qualified, equipped and experienced and is in a position to prepare and furnish to the City appraisal reports covering the real property hereinafter described.

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE 1. ORDERING, PREPARATION AND DELIVERY OF APPRAISAL REPORTS.

The Contractor shall, upon receipt of a duly executed work order, prepare, furnish and deliver to the City an Appraisal Report under Standards Rule 2-3 as defined by Uniform Standards of Professional Appraisal Practice as amended covering certain real property described in SCHEDULE "A" attached to and made a part of this contract.

In addition, the appraisal and report shall address and comply with Uniform Standards for Federal Land Acquisitions, as amended.

ARTICLE 2. CONTENTS AND NUMBER OF APPRAISAL REPORTS.

(a) The appraisal report shall be furnished in quadruplicate in accordance with the guidelines set out in SCHEDULES "A" & "B" of this contract.

(b) Ownership - One appraisal report will be furnished for a contiguous area of land owned by the same entity. Land may be deemed contiguous even though portions thereof are separated by roads, railroad rights-of-way, streams, etc. If there has been a severance of the surface and the subsurface of the land, determination of what constitutes a tract will be based on ownership of the surface.

ARTICLE 3. MODIFICATIONS OF DELIVERED APPRAISAL REPORTS.

Contractor shall modify or supplement any appraisal report where additional appraisal data is discovered that was known or should have been known to be in existence prior to the delivery of the report; where application of principles of law relating to real estate appraisals require the modification or supplementing of such appraisal report; the requirements of either

Page 1 of 11

Contract Agreement (continued)

Uniform Appraisal Standards For Federal Land Acquisitions or Uniform Standards of Professional Appraisal Practice as amended have not been met. This service shall be rendered without additional cost to the

ARTICLE 4. DELIVERY.

Time being of the essence, the Contractor shall mail or deliver to the City the completed appraisal report and all copies within the time specified in DELIVERY, contained in SCHEDULE "A" and SCHEDULE "B".

ARTICLE 5. TESTIMONY IN JUDICIAL PROCEEDINGS.

Upon request of the City, the Contractor agrees to furnish testimony as to the value of any and all property on which appraisal reports are furnished in any judicial proceedings involving a determination of the value of the aforementioned property.

ARTICLE 6. PAYMENT.

In consideration of the performance of the undertakings under this contract, the Contractor shall be paid:

(a) The sum set out in SCHEDULE "B" for the appraisal reports shall constitute full payment to the Contractor and shall include costs of all supplies, material, equipment and transportation incidental to preparing and delivering the reports. The contract price shall be due and payable for an acceptable appraisal report upon delivery and acceptance of such report by USACE accompanied by a properly certified invoice.

(b) The sum set out in SCHEDULE "B" for any modification of an appraisal report, or supplemental appraisal, requested subsequent to delivery and acceptance of the completed report by the City and USACE. However, any modification requested prior to delivery and acceptance of completed reports pursuant to ARTICLE 3, will be at no cost to the City.

(c) The Contractor agrees to attend conferences preliminary to trial, as requested, and to testify, should these additional services be required. The compensation for each court appearance which requires testimony and for any pre-trial conference which may not require testimony shall be \$175.00 an hour plus \$250 per day for expenses.

\$100.00

ARTICLE 7. APPRAISAL REPORTS TO BE CONFIDENTIAL.

All information contained in the appraisal report to be made hereunder and all parts thereof are to be treated as strictly confidential. The Contractor shall take all necessary steps to insure that no member of staff or organization divulges any information concerning such appraisal reports to any person other than a duly authorized representative of the City.

ARTICLE 8. DISPUTES.

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement through negotiation and/or other alternative dispute resolution shall be decided by the City. The decision of the City shall be final and conclusive unless, within one (1) year from the date of receipt of such decision of the City, the Contractor shall bring action in a court of competent jurisdiction.

Contract Agreement (continued)

ARTICLE 9. CHANGES.

The City may at any time, by a written order, make any changes within the general scope of this contract which may either increase, decrease or terminate the work and services hereunder. If such change causes an increase or decrease in the cost of or the time required for performance of this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. In the event that the contract is terminated, the City shall pay the Contractor all amounts due for services performed prior to the effective date of such termination. Any claim by the Contractor for adjustment under this Article must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Provided, however, that the City, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled Disputes. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

ARTICLE 10. OFFICIALS NOT TO BENEFIT.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. The provisions of 41 USC §22 and Section 13-1-190, NMSA 1978 are incorporated herein by reference.

ARTICLE 11. COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 12. EQUAL OPPORTUNITY.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any physical or mental handicap employees or applicants for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or physical or mental handicap. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause.

Contract Agreement (continued)

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized by the City Purchasing Ordinance and such other sanctions and remedies that may be lawfully imposed.

ARTICLE 13. DELAYS - DAMAGE.

If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the City may, by written notice, terminate the right of the Contractor to proceed with the contract or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the City by such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this Article if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including but not limited to any preference, priority, or allocation order issued by the City or any other act of the City. Additional requirements concerning Delivery are set out in paragraph 4, DELIVERY, contained in SCHEDULE "B".

ARTICLE 14. TERMINATION.

(a) The City may terminate this contract at any time and for any cause by a notice in writing to the Contractor. Upon receipt of such notice the Contractor shall, unless the notice directs otherwise, immediately discontinue all work and services.

(b) If the contract is terminated for the convenience of the City, payment to the Contractor will be made promptly for that proportion of the work and services required under the contract of which the work and services actually performed bear to the total work and services required under the contract, less any payments previously made.

(c) If this contract is terminated because of the failure on the part of the Contractor to fulfill his undertakings under this contract, the City may take over the work and services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned to the City thereby.

ARTICLE 15. GRATUITIES.

(a) The City may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of

Contract Agreement (continued)

the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City or its duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the City shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor.

(c) The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.

ARTICLE 16. OPTION TO EXTEND THE TERM OF THE CONTRACT.

This contract is renewable for an additional one (1) year period, at the option of the City by giving written notice of renewal to the Contractor 30 days before this contract is to expire; provided, that the City shall have given preliminary notice of its intention to renew 60 days before this contract is to expire. (Such preliminary notice will not be deemed to commit the City to any renewal.)

ARTICLE 17. MODIFICATION.

This contract together with any addendum constitutes the entire agreement between the parties and shall not be altered, modified or amended except in writing signed by both parties.

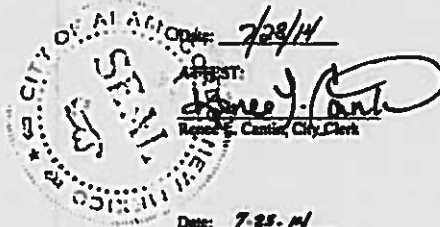
IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

CITY OF ALAMOGORDO
a New Mexico municipal corporation

By: James R. Stabile
James R. Stabile, City Manager

APPRAISER:
MESILLA VALLEY APPRAISAL SERVICES

By: W. Scott Eschenbrenner
W. Scott Eschenbrenner



Date: 7-28-14

APPROVED AS TO FORM:

Stephen P. Thies
Stephen P. Thies, City Attorney

Page 3 of 11

Contract Agreement (continued)

SCHEDULE "A"
SCOPE OF WORK
REAL ESTATE APPRAISAL
Phase VII McKinley Channel Project
Christ Community Summary Subdivision

PURPOSE OF APPRAISAL: Phase VII McKinley Channel Project

SCOPE:

- A. The appraisal report is to be prepared in compliance with Uniform Appraisal Standards for Federal Land Acquisitions, as amended, (Exhibit "A") and Uniform Standards of Professional Appraisal Practice (USPAP).
- B. The report shall include the following value estimates:
1. Fee Simple "as is" value estimate of lands, buildings and site improvements that form the subject property.
 2. Damages
- C. The appraisal shall include analyses of Highest and Best Use that provide written reasoning to the extent and detail required to support the opinions of value. All Highest and Best Use Analyses' conclusions must be for an economic use. So called "public interest value" including but not limited to preservation and conservation or any non-economic highest and best use are not acceptable. Sales to and from public or quasi public agencies are not acceptable as comparables unless the Contractor can demonstrate that the transfers were at arms length, free from any threat of condemnation or inducement including but not limited to tax incentives not available to the general public.
- D. Uneconomic remnants (so called severance damages) as a result of the project must be valued on a "Before" and "After" basis. If, in the opinion of the Contractor, an easement will result in a permanent damage, the appraisal will be in the "Before" and "After" format. This methodology will estimate the value of the estate taken as well as any loss to the remainder. A damage that is considered temporary in nature does not require the "Before" and "After" format. Damages that are curable due to the passage of time or by other mitigating circumstances (ten years or less for both), may use economic rent (income) as a basis for estimating a short term damage.
- E. Hazardous, Toxic, Radioactive Wastes (HTRW)
- In the event that the Contractor, through ordinary and usual means available to real estate appraisers, determines that the subject site is impacted or influenced by HTRW, the values shall be estimated on an "As Remediated" basis. The Contractor shall provide to the City through the report, the basis of the determination.
- F. In order for the reviewer to understand the basis for all value conclusions, the report shall clearly and fully describe, define and explain the basis for all analyses and conclusions. The report must be so complete, consistent, and comprehensive that a far removed reviewer can clearly understand the methodology used by the appraiser to arrive at the value estimates.
- G. Tangible personal property not defined as realty shall not be included in value estimates.

Contract Agreement (continued)

II. "Cost to Cure" estimates, if any, shall not exceed the estimated damages from any "Before and After" appraisal and report. Any "cost to cure" estimate of damage shall include direct and indirect costs to cure, effects of delay, if applicable, and entrepreneurial profit, if appropriate.

I. The description of subject land and buildings shall include a discussion of deficiencies and insufficiencies which affect value. By example, wetlands, drainage-ways, etc. normally can not be developed for an economic use and can not be included in density calculations for land use in most jurisdictions.

Therefore, undevelopable land, for any reason, can not be appraised as equivalent with upland areas when estimating value.

J. A permanent easement is an estate and not a fee acquisition of a part taken. Therefore, a value estimate less than fee for a permanent easement is required. The location and extent of a permanent easement may leave a landowner with little remaining utility. The appraiser is to be guided by that understanding applying "D" above as required.

K. Temporary easements of less than two (2) years should not be discounted. The estimated values for an economic return or rent on project land areas are de minimis and need not be further reduced by discounting for this period of time. A temporary easement that exceeds two (2) years shall be discounted in the third (3) year and beyond.

L. Site improvements located within permanent and temporary work easements that have been identified to be demolished and removed shall be appraised "as is." Salvage values must be assigned by the appraiser for these items. These site improvements scheduled for removal can be sold back to the homeowner for the salvage value with the understanding that the owner will remove the items at their own expense within a time frame in accordance with the construction schedule.

M. Landscaping scheduled for removal within all project work areas should be replaced as a project cost, not as items of compensation. To value landscaping to be removed within project limits for compensation purposes and at the same time replace it at completion of construction would result in a windfall. When dealing with landscaping including trees, the unit rule as adopted by court decisions proffers that different elements of a parcel are not to be separately valued and then added together. A property is to be valued as an entirety, a whole. The various parts of that whole are to be considered only as they contribute to the overall value, avoiding a cumulative appraisal. An analysis of separate elements with a conclusion that they either enhance, diminish and/or do not affect the value of the whole must be supported by market evidence. For instance, a treed lot should be compared to sales of "treed" lots. Comparing a "treed" lot to an "open" one may have a market supported adjustment that indicates the contribution to value of the trees to the entire site. However, an adjustment for a tree or trees as separate elements will generally be unacceptable.

N. Ownership - Value estimates will be furnished for a contiguous area of land owned by the same person, entity. Land will be deemed contiguous even though portions thereof are separated by roads, railroad rights-of-way, streams, etc, if interests held by the owner(s) are uniform and a reasonable likelihood exists for a near term integrated unitary purpose.

Contract Agreement (continued)

PROPERTY LOCATION:

Parcel #1 1338 N. Scenic Drive
Alamogordo, NM 88310

Parcel #2 3001 Thunder Road
Alamogordo, NM 88310

OWNER OF RECORD/ SUBJECT IDENTIFIERS/ LAND AREA:

Parcel #1
Christ Community Church
PIN No. 01-15818 Land Area: 1.818 Acres

Parcel #3
Legacy Christian Academy, Inc.
PIN No. 01-09321 Land Area: 4.625 Acres

FORMAT:

Narrative Appraisal Report

In order to meet the requirements as an "Appraisal Report", it must comply with Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice as amended. A Limited and/or Restricted report is not acceptable.

ORIGINALS/ COPIES:

(Reference: SCOPE: A-)

One original with original signatures and photographs and three copies with original signatures and photographs shall be furnished that comply with the Reporting standards of Uniform Appraisal Standards for Federal Acquisition and Uniform Standards of Professional Appraisal Practice.

SUPPLIED MATERIALS:

Upon issuance of a Notice to Proceed by the City, the following materials will be supplied by the City:

1. Legal description of the subject property, with estates (interest) to be appraised.
2. Current title report that includes easements of record that run with the site

INSPECTIONS:

The appraiser is required to personally speak with the owner(s), their agents or representatives. In the case of this assignment this may require the appraiser of record to meet with owners' attorneys or others. The appraiser will invite the owner or his designated representative to accompany him/her in the detailed inspection of the property and to give careful, considerate attention to all information and comments offered. The owner may be a prime source of detailed information of importance.

Contract Agreement (continued)

DELIVERY:

A. The Contractor agrees to submit the completed appraisal report and all copies to the City on or before the 30th calendar day following the effective date of the value estimate established by the Contractor.

B. The appraisal report and all copies shall be submitted within forty-five (45) calendar days after official notice to proceed.

PLACE OF DELIVERY:

1376 E. Ninth Street
Alamogordo, NM 88310

APPRAISER LICENSING:

The "responsible appraiser" must be licensed as a Certified General Appraiser. The responsible appraiser shall be identified and a copy of the current (State) license must be submitted with the bid proposal.

CONFERENCES:

Contractor shall make himself available for conferences, either by phone or at the office of the Contractor. Said conferences are without additional cost to the City.

MODIFICATIONS OF DELIVERED APPRAISAL REPORT(S):

Contractor shall modify or supplement any appraisal report where additional data is discovered that was known or should have been known to be in existence prior to the delivery of the report; where application of principles of law relating to real estate appraisals require the modification or supplementing of such appraisal report; the requirements of either Uniform Appraisal Standards For Federal Land Acquisitions or Uniform Standards of Professional Appraisal Practice have not been met. This service shall be rendered without additional cost to the City.

PAYMENT:

The sum set out in the contract for the appraisal report shall constitute full payment to the Contractor and shall include costs of all supplies, material, equipment and transportation incidental to preparing and delivering the report(s). The contract price shall be due and payable for acceptable appraisal reports in to upon delivery and acceptance of such reports accompanied by a properly certified invoice.

APPRAISAL REPORTS TO BE CONFIDENTIAL:

All information contained in the appraisal report to be made hereunder and all parts thereof are to be treated as strictly confidential. The Contractor shall take all necessary steps to ensure that no member of staff or organization divulge any information concerning such appraisal reports to any person other than a duly authorized representative of the City.

Contract Agreement (continued)

SCHEDULE "B" FEES FOR SERVICES

1. **PRINCIPAL APPRAISER:** W. Scott Eschenbrenner shall be the *PRINCIPAL APPRAISER*, shall sign the appraisal reports, and shall furnish testimony in accordance with ARTICLE 5 of the contract, if required.
2. **SCHEDULE/TYPE OF PROPERTY:**
Parcel #1 1338 N. Scenic Drive
Alamogordo, NM 88310
Improved/Commercial

Parcel #2 3001 Thunder Road
Alamogordo, NM 88310
Improved/Commercial
3. **ESTATES (INTERESTS):** Estates in land to be acquired in connection with the Phase VII McKinley Channel Project to include:
A. For Simple
B. Before and After (Address damages in many cases)
4. **SERVICES REQUIRED:**
A. The Contractor shall prepare, furnish and deliver to the U.S. Army Corp of Engineers an appraisal report covering the Fair Market Value.
B. **DAMAGES** as prescribed in SCHEDULE "A" for approximately 0.40 acres. This damage is based on an estimate that the underlying fee owner will be denied reasonable use of the site.
5. **APPRAISAL FEE:** The following sum shall be paid for completion of an acceptable appraisal.
The fixed fee of \$2,250, plus gross receipt tax, for each preliminary appraisal report for the each parcel (Total \$4,500 plus NMGR7).
6. **DELIVERY:**
A. The Contractor agrees to submit the completed appraisal report and all copies to the U.S. Army Corp of Engineers with copy to the City of Alamogordo on or before the 15th calendar day following the effective date of value established by the Contractor.
B. The appraisal report and all copies shall be submitted within thirty (30) calendar days after official notice to proceed.
C. In the event that the completed report is not delivered to the US ACE and City within the agreed upon delivery date, a penalty of \$100.00 will be deducted from the fee for each calendar day the completed report is not delivered unless the Contractor has notified the City in writing ten (10) calendar days prior to that date showing good cause for the delay. The City shall have five (5) calendar days to accept or reject said delay. In no event shall the delivery exceed thirty (30) calendar days beyond the original due date. The penalty, as described above, shall be instituted regardless of reason the thirty-first

Page 10 of 11

Contract Agreement (continued)

(31st) calendar day after the extension of the original contract or any earlier agreed upon extension date, whichever occurs first.

7. UPDATING:

A. The Contractor will be paid for any modification of an accepted appraisal report or for any supplemental report where such request is made by the City within six months from the delivery of an approved appraisal report at the rate of \$175.00 per hour.

B. When a request for a supplemental appraisal or a modification of an accepted appraisal report is made more than six months after the delivery of an approved report, a sum equal to 50% of the original fee paid for the report will be paid for the modification or supplemental appraisal. In any event the minimum fee shall not be less than \$2,500.00.

Modifications to reports and supplemental appraisals are to be performed in accordance with the guidelines set forth under Schedule "A" hereof.

C. Any modification request prior to acceptance of the appraisal report will be accomplished at no cost to the City pursuant to provisions contained in ARTICLE 3 hereof.

8. INSPECTION(S): The appraiser is required to personally speak with the owner, their agents or representatives. In the case of this assignment this may require the appraiser of record to meet with owners' attorney, architect, accountants and others. The appraiser will invite the owner or his designated representative to accompany him/her in the detailed inspection of the property and to give careful, considerate attention to all information and comments offered. The owner may be a prime source of detailed information of importance.



AN APPRAISAL REPORT

**PREPARED BY:
MESILLA VALLEY APPRAISAL SERVICES
W. SCOTT ESCHENBRENNER, MAI
GONZALO ESTRADA, ASSOCIATE
545 S. MELENDRES ST. STE D
LAS CRUCES, NEW MEXICO 88005**

**APPRAISER'S REFERENCE FILE #7741
PROJECT NAME: MCKINLEY CHANNEL, PHASE VII
ADDRESS: 3001 THUNDER ROAD, ALAMOGORDO, NEW MEXICO
LEGAL DESCRIPTION: TRACT B, COMMUNITY SUMMARY SUBDIVISION,
ALAMOGORDO, OTERO COUNTY, NEW MEXICO**

**PREPARED FOR:
CITY OF ALAMOGORDO
JAMES R. STAHLE, CITY MANAGER
1376 E. NINTH STREET
ALAMOGORDO, NM 88311-0009**

EFFECTIVE DATE OF VALUE:

AUGUST 28, 2014

MESILLA VALLEY APPRAISAL SERVICES

REAL ESTATE APPRAISALS & COUNSELING

W. SCOTT ESCHENBRENNER, MAI
GONZALO ESTRADA, ASSOCIATE

545 SOUTH MELENDRES ST., SUITE D
LAS CRUCES, NEW MEXICO 88005
(575) / 523-2812

September 10, 2014

Mr. James R. Stahle
City Manager
City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310

Reference: MVAS File No. 7741
McKinley Channel, Phase VII
3001 Thunder Road, Alamogordo, NM
Tract B, Christ Community Summary Subdivision,
Alamogordo, Otero County, New Mexico

Dear Mr. Stahle:

In accordance with your request, Mesilla Valley Appraisal Services has prepared an appraisal as to the market value of the fee simple estate in the above-referenced real property. The purpose of the appraisal is for internal decisions in evaluating the property for condemnation actions through eminent domain proceedings in acquiring a drainage channel. It is intended only for use by your internal management, your auditor, and appropriate regulatory authorities. The effective date of the appraisal is August 28, 2014 with the estimate of value reflecting market conditions as of that date.

A before and after valuation analysis was considered for the subject property. After the taking of the drainage channel, the property will be reduced in size by 0.517 acres.

Based on research and analysis contained in this report, we have concluded the market value of the total compensation for the acquisition, as of August 28, 2014 was:

THE VALUE OF THE WHOLE PARCEL BEFORE ACQUISITION	\$134,000
THE VALUE OF THE WHOLE PARCEL AFTER ACQUISITION	\$119,000
TOTAL JUST COMPENSATION	\$15,000

Mr. James R. Stahle
September 10, 2014
Page 2

The table presented on page 5 provides a summary of the appraisal performed by Mesilla Valley Appraisal Services on the subject property. The table indicates our final opinion of value, as of the date specified, and based on the approaches identified. Additional details appear elsewhere in this report, and its inclusive Addendum. Data that supports the valuation opinion are taken from sources deemed reliable, but we make no representation as to the accuracy of third party data.

"THIS LETTER MUST REMAIN ATTACHED TO THE REPORT, WHICH IS 62 PAGES INCLUDING RELATED EXHIBITS, IN ORDER FOR THE VALUE OPINION SET FORTH TO BE CONSIDERED VALID".

We, the undersigned, do hereby certify that to the best of our knowledge and belief, the facts and data used herein are true and correct, that we have personally inspected the subject site, and that we have no interest present or prospective therein.

Respectfully submitted,


W. Scott Eschenbrenner, MAI
State Certified
NM-001180-G

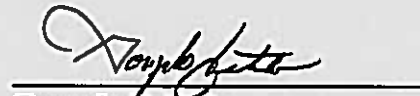

Gonzalo Estrada
Apprentice Appraiser
NM-303-A

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Appraiser's Certification

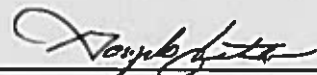
We certify that to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- The appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's *Uniform Standard of Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- We have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- As of the date of this report, W. Scott Eschenbrenner, MAI has completed the continuing education program of the Appraisal Institute.
- We have formed the opinion that, as of August 28, 2014 the estimated fair market value of the subject property as defined in the report, is as follows.

THE VALUE OF THE WHOLE PARCEL BEFORE ACQUISITION	\$134,000
THE VALUE OF THE WHOLE PARCEL AFTER ACQUISITION	\$119,000
TOTAL JUST COMPENSATION	\$15,000



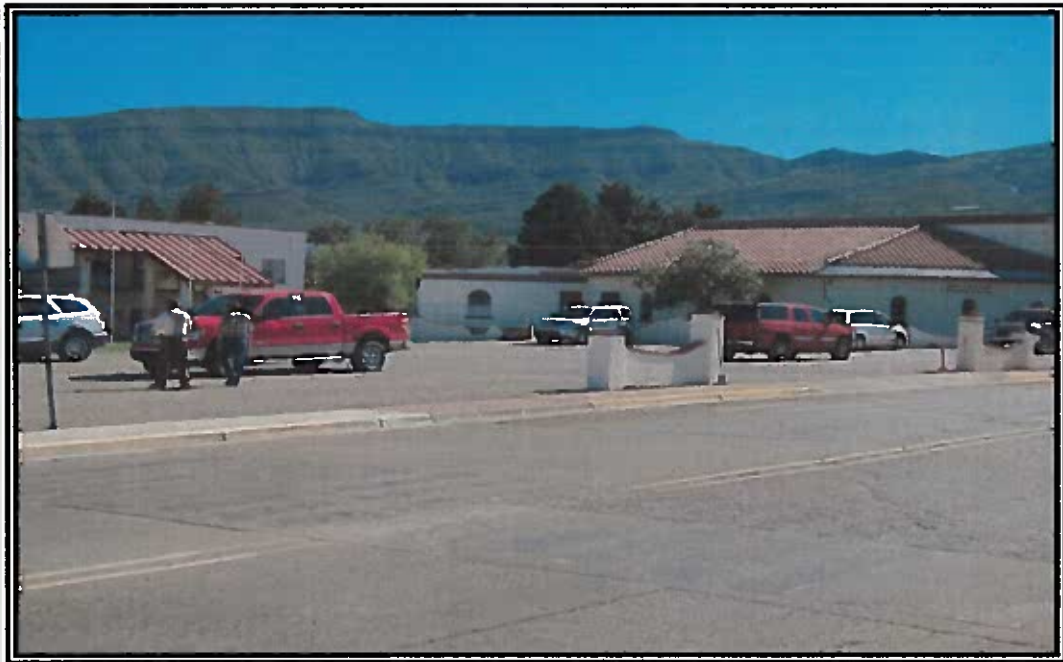
W. Scott Eschenbrenner, MAI
State Certified
NM-001180-G



Gonzalo Estrada
Apprentice Appraiser
NM-303-A

SUMMARY OF SALIENT FACTS AND CONCLUSIONS	
Appraisal File:	#7741
Project Name:	McKinley Channel, Phase VII
Address:	3001 Thunder Road
City, State, Zip	Alamogordo, New Mexico, 88330
Legal Description:	Tract B, Christ Community Summary Subdivision, Alamogordo, Otero County, NM
Assessor's Parcel ID:	01-09321
Annual Property Taxes:	Religious, Education Tax Exempt Status
Effective Date:	August 28, 2014
Date of Inspection:	August 28, 2014
Date of Report:	September 10, 2014
Property Rights:	Fee Simple Estate
Purpose of the Appraisal:	Estimate Fair Market Value
Intended Use of Appraisal	Internal Decisions for Condemnation Actions
Client:	Mr. James R. Stahle, City Manager, City of Alamogordo
Current Owner:	Legacy Christian Academy, Inc
Property Type:	Church and K-12 School
Zoning Category:	R-1 Single-Family Dwelling
Flood Zone and Map:	Zone "AE" & "X", Panel Number 35035C0943D, December 2010
Land Size – Parent Tract :	4.625 acres (+-)
Land Size – Taking :	0.517 acres (+-)
Land Size – Remainder :	4.108 acres (+-)
Site Improvements:	Asphalt paved parking lot, pedestrian bridge
Highest and Best Use - Before Taking:	Multi-Family Apartments, Residential Subdivision Development, Church or School
Highest and Best Use - After Taking:	Multi-Family Apartments, Residential Subdivision Development, Church or School
Approach(s) to Value:	Sales Comparison
ESTIMATED CURRENT VALUE	
THE VALUE OF THE WHOLE PARCEL BEFORE ACQUISITION	\$134,000
THE VALUE OF THE WHOLE PARCEL AFTER ACQUISITION	\$119,000
TOTAL JUST COMPENSATION	\$15,000

**Subject Photographs
Taken August 28, 2014 by G. Estrada
at Approximately 10:00 AM**



View #1

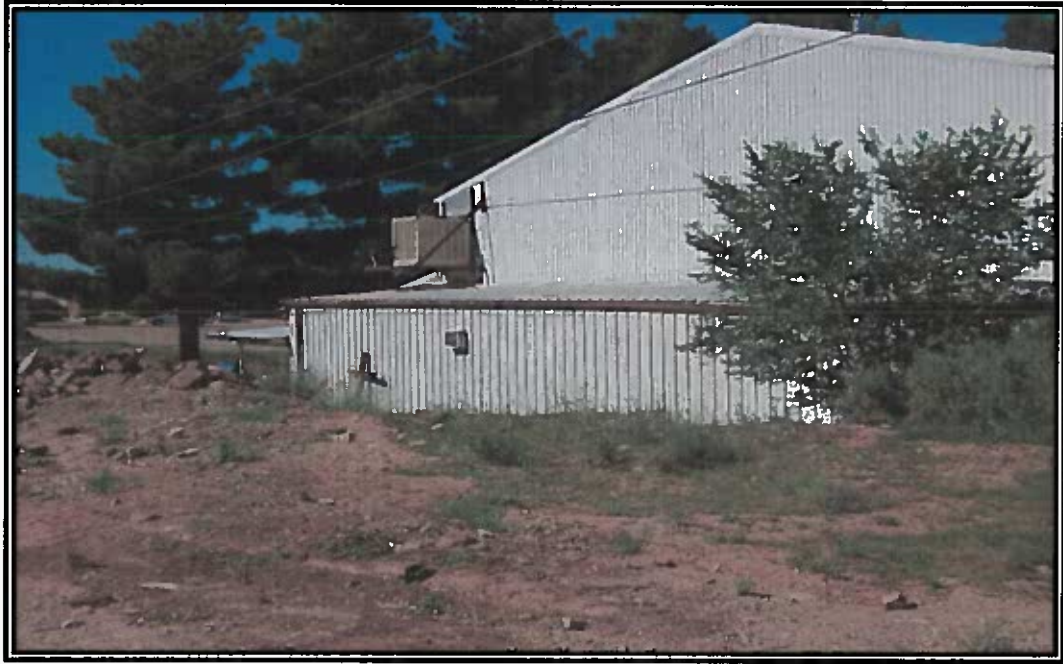
Front view of the subject property facing northeast taken from the southwest corner of the subject property on Thunder Road.



View #2

Front view of the subject property facing northwest taken from the southeast corner of the subject property on Thunder Road.

Subject Photographs – (continued)



View #3

Rear view of the subject property facing southwest taken from the northeast corner of the subject property on the alley easement, north of the subject property.



View #4

Rear view of the subject property facing southeast taken from the northwest corner of the subject property on the alley easement, north of the subject property.

Subject Photographs – (continued)



View #5

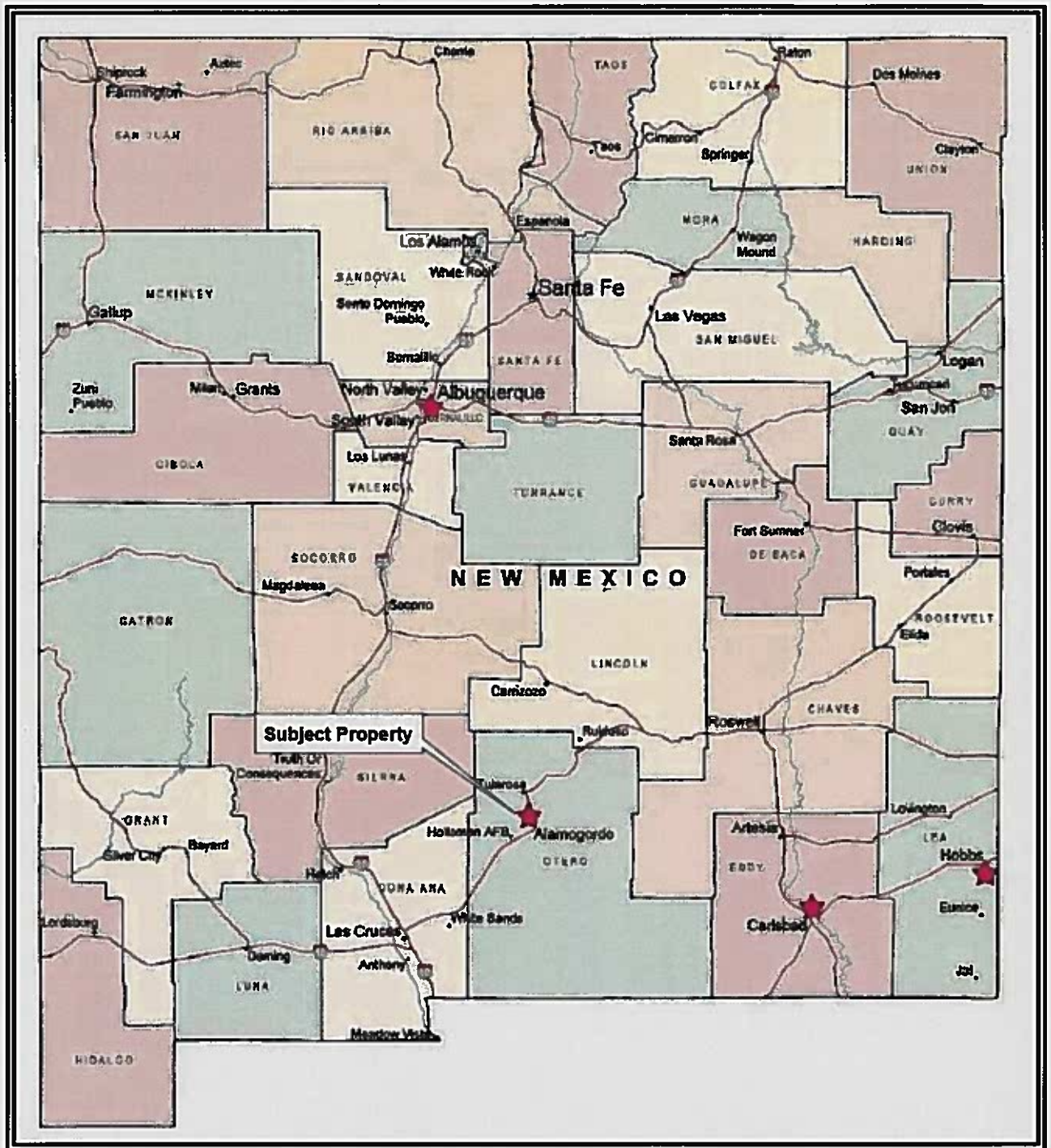
View of the area to be taken along the existing McKinley Channel facing northeast and taken from center of the drainage channel on the east central boundary line of the subject property.



View #6

Street scene of Thunder Road facing southeast taken from the center of Thunder Road from the southwest corner of the subject property.

Subject Property Location Map within the State of New Mexico



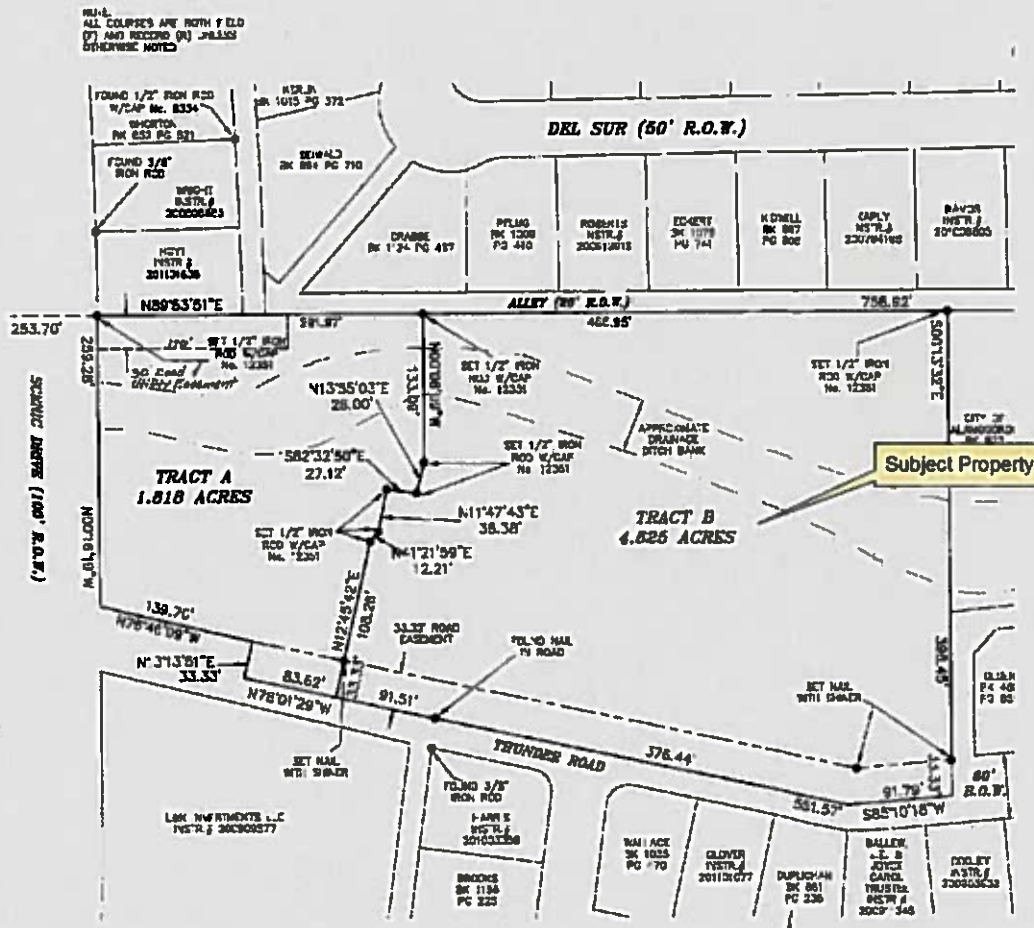
Subject Property Location Map within the City of Alamogordo



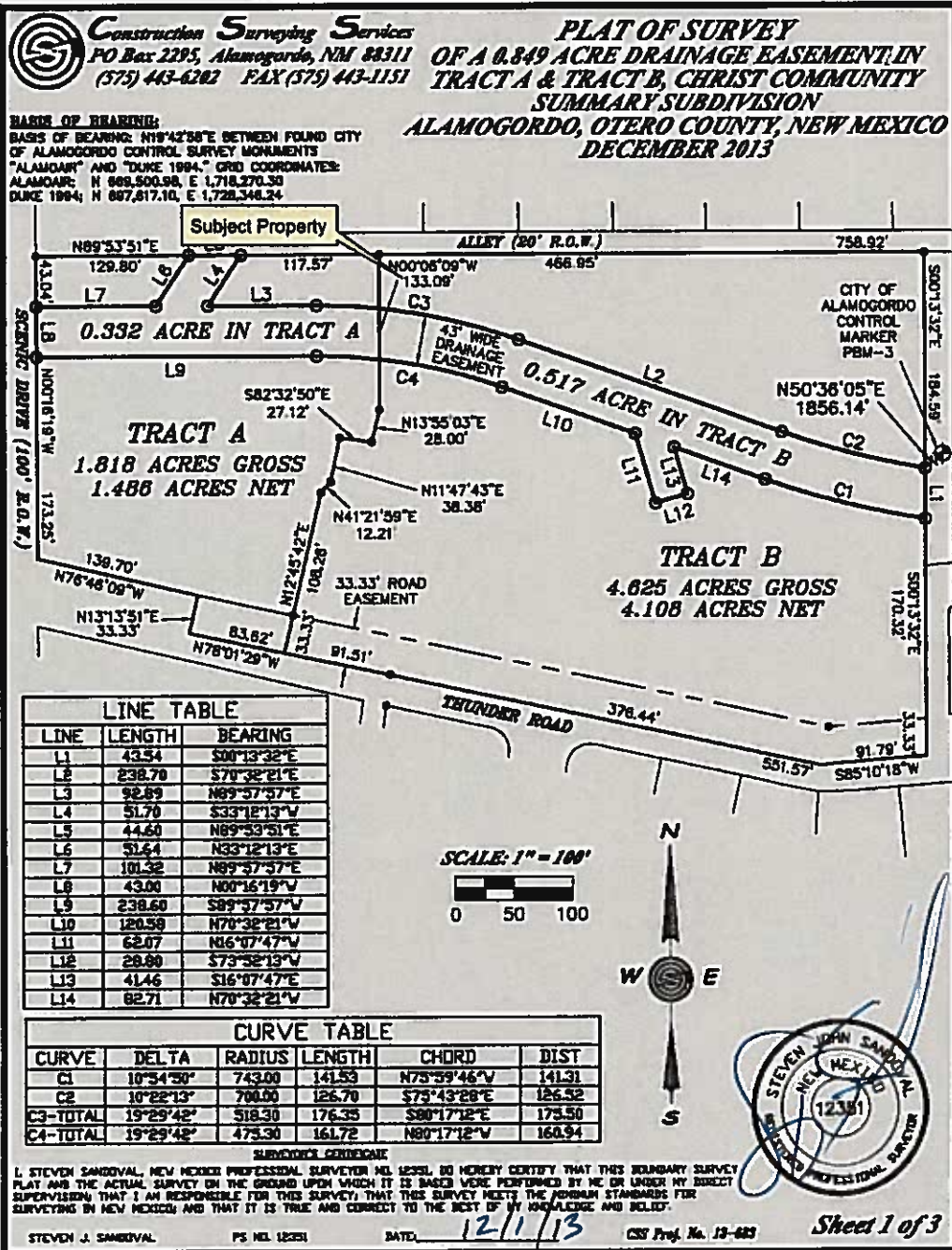
Aerial Photograph Showing the Location Where Each Photograph Was Taken



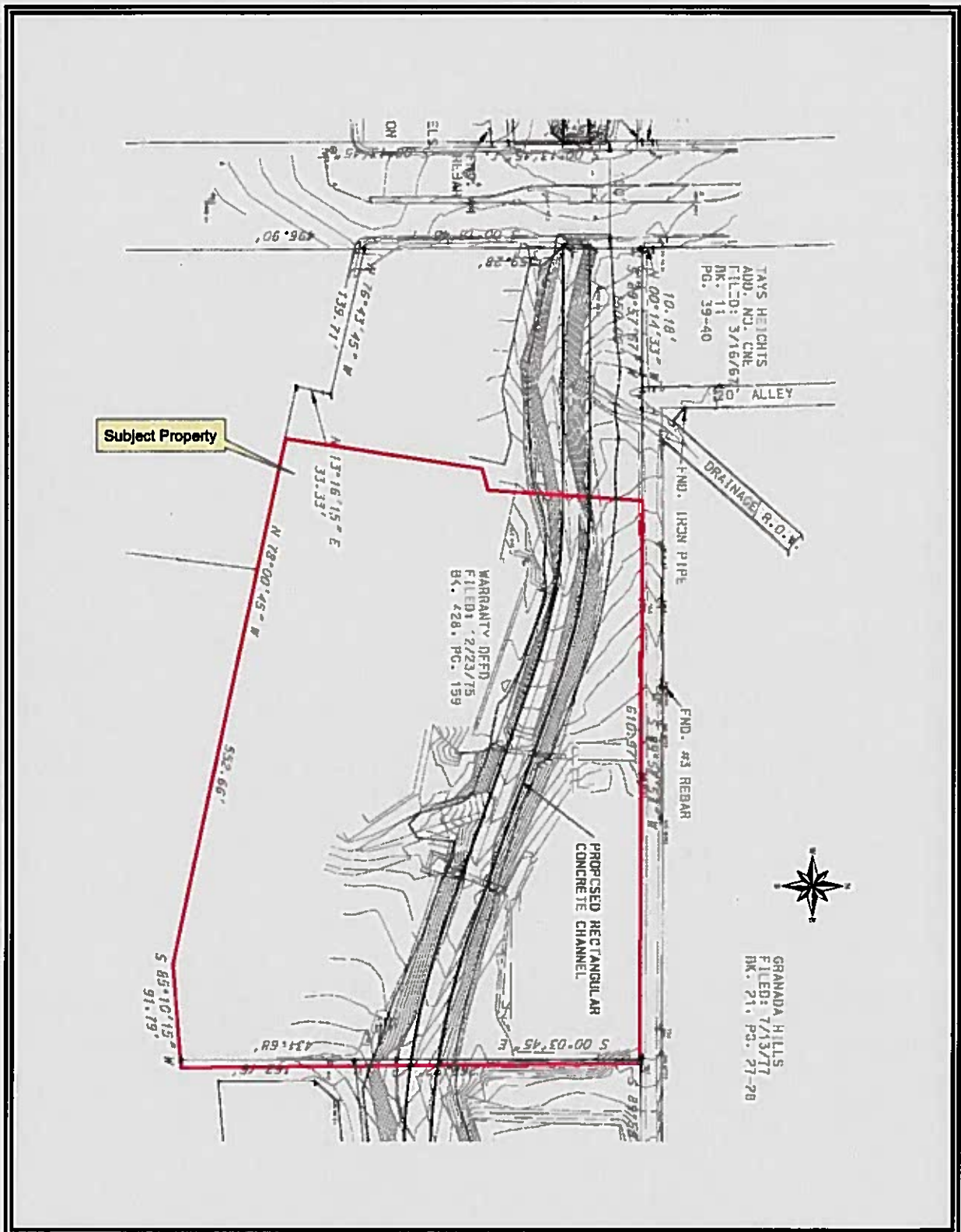
**CHRIST COMMUNITY SUMMARY SUBDIVISION
OF A 6.443 ACRE TRACT OF LAND IN
SECTION 21, T16S, R10E, NMPM,
ALAMOGORDO, OTERO COUNTY, NEW MEXICO
JANUARY 2012**



Plat of Survey - After Taking



Contour Map with Location of the Proposed Rectangular Concrete Channel



Statement of Assumptions and Limiting Conditions

This appraisal is subject to the following assumptions and limiting conditions when applicable.

The legal description is assumed to be correct.

The map exhibits in this report are included to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility in connection with such matters.

There is no assumption of responsibility for matters legal in character nor any rendition of opinion as to title, which is assumed to be good. The property is appraised as though free and clear under responsible ownership.

We believe to be reliable, the information identified in this report as being furnished to us by others, but we assume no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by anyone but the applicant without the previous written consent of the appraisers or the applicant and in any event, only with proper identification.

We are not required to give testimony or attendance in court by reason of this appraisal without prior agreement mutually agreeable to both the appraisers and the client.

Allocations between land and improvements, where applicable in the report, apply only under the program of development stated. Such allocations may not be used in connection with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl's, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to our attention nor did we become aware of such during our inspection. We have no knowledge of the existence of such materials on or in the property unless otherwise stated. However, we are not qualified to test such substances or conditions. The presence of such hazardous substances may affect the value of the property. The value estimated is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraisers or firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation.

We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA (The Americans with Disabilities Act), which became effective January 26, 1992. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we

have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

Market data as used in this appraisal was obtained from sources believed to be reliable; however, we assume no responsibility for their accuracy.

Our appraisal is made subject to any Extraordinary Assumptions and Limiting Conditions that may become evident subsequent to engagement.

Effective Date of Appraisal

The subject has been appraised as of August 28, 2014, the effective date of the appraisal, which, coincides with the date of our physical inspection. The date of the appraisal report is as of September 10, 2014.

Scope of the Appraisal

The scope of an appraisal report is a description of the process and extent of collecting, confirming, and reporting of data in relation to the appraisal problem.

On July 10, 2014 we met with Stephen P. Thies, City Attorney and Nancy Beshalar, Project Manager, representatives of the City of Alamogordo. Mr. Thies explained the need for the taking was for the continuation of the improvements to the McKinley Channel Project. We discussed the scope of work and after a preliminary survey agreed the most applicable approach was to value the property as vacant, concluding the taking would cause no damage to the improvements. Mrs. Beshalar also indicated the existing pedestrian bridge giving access across the existing channel would be replaced with a new bridge at the expense of the U.S. Army Corps of Engineers, therefore no damage for the bridge will be estimated.

On July 24, 2014 Mr. Eschenbrenner spoke with Ben Miranda with the U.S. Army Corps of Engineers who also agreed the appraisal assignment should only address the value of the land as though vacant.

On August 28, 2014 we met with representatives of the Legacy Christian Academy which included Cindy McKee, Director, Allan Bell, Buildings and Grounds Superintendent, and Larry Bean, President to discuss the taking. Mr. Bell expressed a desire to relocate the bridge from the existing location to an area that would better serve commute between the improvements. Mr. Bell also questioned whether a barrier or fencing along the perimeter would be installed for safety purposes. We advised Mr. Bell to address all questions and or concerns regarding the construction of the project to Nancy Beshalar. There were no special circumstances related to the property.

We collected data from a number of sources, including property owners, public officials, brokers and managers, as well as secondary sources such as data services. Due diligence was made to contact a principal involved in each of the transaction considered, which was not always successful. In the case where a principal was not contacted, another person familiar with the transaction (appraiser, lawyer, property manager, etc.) was contacted. Finally, public

information (deeds, tax assessor's records, etc.) was reviewed to further confirm sales.

Due to the limited number of sales of large acre tracts of land within the city limits of Alamogordo, our market data time span search included sales over the past five years of the effective date of the appraisal and the geographical area search included all sales within the city limits of Alamogordo.

The subject property is improved with a church and K-12 school, however, as previously mentioned, after discussions with the City of Alamogordo and the USACE, the property will be appraised as though vacant, and as such, this appraisal report will rely strictly on the Sales Comparison Approach to Value.

Extraordinary Assumptions and Hypothetical Conditions

This appraisal is subject to the following extraordinary assumptions and hypothetical conditions.

An Extraordinary Assumption is defined as:

¹"an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions".

We have not been provided with a current environmental report for the subject property. We are not experts in such matters and the reader is advised to obtain professional assistance in such matters. Our appraisal assumes and is made subject to the land and proposed improvements not being contaminated by any hazardous substances.

A Hypothetical Condition is defined as:

²"a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.".

The subject property is improved with a church and a K-12 school. The existing McKinley Drainage Channel currently bisect the tract of land. The proposed improvements of a rectangular concrete channel will not damage or adversely effect the existing improvements as situated. After consulting with the client and the U.S. Army Corps of Engineers (USACE), we have concluded the appraisal assignment will be to value the land as though vacant.

This appraisal was conducted and prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions, Uniform Standards of Professional Appraisal Practice (USPAP) as formulated by the Appraisal Foundation, and conforms to the Code of Professional Ethics of

¹ "USPAP" 2014-2015 Edition, U-3

² "USPAP" 2014-2015 Edition, U-3

the Appraisal Institute. The data collected and used in this report was compiled from in-house records, the client, public records, data provided from peers within the appraisal field, realtors and brokers.

Purpose of the Appraisal

The City of Alamogordo will acquire a tract of land approximately 0.517 acres in size in conjunction with an ongoing federally funded drainage channel project. The property to be acquired is part of a larger 4.625 acre tract of land that is improved with a church and a K-12 school. The purpose of this appraisal is to estimate market value of the fee simple estate of the subject property as though vacant, for condemnation actions through eminent domain. This project is being funded through the U.S. Army Corps of Engineers.

In performing a condemnation appraisal, we will be providing; 1) an estimate of market value of the parent parcel before the taking, 2) the value of the part taken, 3) the value of the parcel after the taking, and 4) an estimate of damages, if any, to the remaining land resulting from the acquisition.

The intended use of the appraisal is to assist the client agency in measuring just compensation to the property owner affected by the taking. The intended users of this appraisal are the City of Alamogordo and the U.S. Army Corps of Engineers (USACE).

Market Value, as used in this report, is defined as:

³"Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal".

Property Rights Appraised

The property rights taken and valued in this report are defined as fee simple estate. The Dictionary of Real Estate Appraisal, Third Edition, published by the Appraisal Institute, defines fee simple estate as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat".

Summary of Appraisal Problems

The purpose of this section is to discuss specific appraisal problems, if any, which were encountered by the appraisers that will be discussed in the body of the appraisal report. The

³ Uniform Appraisal Standards for Federal Land Acquisitions, page 13

City of Alamogordo intends to acquire a 0.517 acre tract of land from a larger 4.625 acre tract of land. The area to be taken bisects the subject property and is part of an ongoing improvement project to the existing McKinley Channel. With the exception of a reduction in size, there will be no difference in the property between the before and after situations. There were no special appraisal problems encountered in performing this report.

Factual Data - Before Acquisition

Legal Description

The following is a summary legal description for the subject property. A complete legal description is included on the Notice of Escrow of Contract to Finance Real Estate Construction provided in the addendum portion of this report.

Tract B, Christ Community Subdivision, in Section 21, Township 21 South, Range 10 East, NMPM, Alamogordo, Otero County, New Mexico.

Area, City, and Neighborhood Data

According to *The Appraisal of Real Estate, Thirteenth Edition*, social, economic, governmental and environmental forces influence property values in the vicinity of a subject property. As a result, they affect the value of that property. Market Area is defined in terms of the market for a specific category of real estate and thus is the area in which alternative, similar properties effectively compete with the subject property in the minds of probable, potential purchasers and users. Although physical boundaries may be drawn, the most important boundaries are those that identify factors influencing property values. The area of influence, commonly called a neighborhood, can be defined as a group of complementary land uses.

Alamogordo is a city in the south-central portion of New Mexico, and is the county seat of Otero County. A desert community lying in the Tularosa Basin, it is bordered on the east by the Sacramento Mountains. As the economic center of Otero County, Alamogordo has a primarily service and retail economy that draws its customers from tourists and from active-duty and retired military personnel. The city is accessible through three U.S. Highways and scheduled commercial air services at the Alamogordo-White Sands Regional Airport, Holloman Air Force Base, (including a German Air Force Tactical Training Center), and White Sands Missile Range, two nearby major military bases. Alamogordo is the nearest city to Holloman Air Force Base. Holloman Air Force Base, the area's largest employer is the home of the F-22 Raptor, the German Air Force in the U.S., and the High Speed Test Track. The U.S. Army installation near Alamogordo is the second largest overland testing range in the world. As the birthplace of the U.S. rocket program in the 1940's, today White Sands Missile Range is the testing site for the reusable rocket and numerous Department of Defense research and evaluation programs. The City of Alamogordo is closely linked to both Holloman and White Sands, both of whom represent a combined impact of military and civilian annual payroll of more than \$200 million and an economic impact of more than \$450 million to the local economy. By some estimates, Holloman accounts for half the economy of Alamogordo.

According to the 2010 census, the population in Otero County was 63,797, of which 30,403 resided in the City Limits of Alamogordo. There were 30,992 housing units in Otero County of which 24,464 were occupied. In Alamogordo, there were 14,052 housing units of which 12,763 were occupied. The median income for a household in Otero County was \$38,470 as compared to a statewide median household income of \$44,591.

The subject property is located on the north side of Thunder Road in the northeast portion of Alamogordo. The market area boundaries that delineate the subject's neighborhood are outlined below.

North:	Indian Wells Road
South:	E. Tenth Street
East:	Thunder Road
West:	College Avenue

The subject's neighborhood is provided with all major utilities and also offers fire and police protection services. Schools, houses of worship, medical centers and recreational facilities are all located in close vicinity to the subject neighborhood. The majority of commercial development in Alamogordo is located along north and south White Sands Boulevard, First Street, Indian Wells Road, Tenth Street corridors, US Highway 54/70 and US Highway 82.

The subject neighborhood is approximately 90% built-out. Homes range in age from newly constructed to 40 years old. The subject neighborhood's residential area is considered to be in the "stabilized" portion of its life cycle. The land uses in close proximity to the subject property are residential uses and commercial development required for support services ancillary to the residential development.

There has been a nominal amount of residential construction in the subject neighborhood. Active residential subdivisions of newly constructed homes are located to the north and south of subject neighborhood to include Hermoso El Sol, Bristol Park, Rath Tara Subdivision, Palo Duro, Quail Hollow, Canyon Parque, Plan View Acres, Silverado, and Valencia Subdivision. The price range for homes in the subject's neighborhood is a low of \$65,000 to a high of \$195,000, with an average price of \$135,000.

Recent new commercial developments in Alamogordo include a Tractor Supply retail store, a 58 room Suburban Suite Extended Stay Motel, a 80 room Fairfield Motel, Anytime Gym, International House of Pancakes, Pizza Hut, Otero Federal Credit Union, Alamogordo Physical Therapy and Wellness Center, Alamogordo Internal Medical Center, and substantial expansions to the Gerald Champion Regional Medial Center. New construction also includes a new Johnny Carino's Italian restaurant, a Carl's Jr. fast food restaurant, a Buffalo Wild Wings Grill and Bar, a Taco Bell, two new dollar General Stores and a new Toyota Dealership. In addition, Albertson's grocery store is currently under construction.

Access throughout and to the subject neighborhood is considered to be good with the necessary infrastructure in place to support further growth. Based on the above, property values within the subject neighborhood should continue to remain stable and any increase or

decrease in value into the foreseeable future are highly dependent on a increase or decrease in population, the overall conditions of the US economy, and any increase or decrease in defense spending.

Property Data

Site Description

<i>Present Use:</i>	The subject property is improved with a church and a K-12 school.
<i>Zoning:</i>	R-1, Single-Family Dwelling
<i>Land Area:</i>	The subject property consists of 4.625 acres of land.
<i>Location:</i>	The property address is 3001 Thunder Road, Alamogordo, NM. The subject property is located on the north side of Thunder Road and east of N. Scenic Drive, in the northeast portion of the City of Alamogordo. The subject is an interior tract of land. The surrounding property uses are primarily single family residences, multi-family apartments, churches and schools. There are no detrimental factors inherent in the location of the subject property.
<i>Accessibility and Road Frontage:</i>	Access to the subject site is off Thunder Road, a two lane asphalt paved street. The property has 559.74' of frontage along Thunder Road.
<i>Topography:</i>	The property is basically level but with a natural east to west slope. The site elevation ranges from 4,460 to 4,575 feet above sea level.
<i>Vegetation:</i>	Vegetation is minimal and consists of native desert shrub.
<i>View:</i>	The views from the subject property are typical for the area with the Sacramento Mountains to the east, San Andres Mountains and the White Sands National Monument to the west, White Mountain Ski Resort on the Apache Reservation to the northeast, and desert views in between.
<i>Shape:</i>	Irregular.
<i>Utilities</i>	All city utilities to included water and sewer are on site and provided by the City of Alamogordo. Natural gas is provided by New Mexico Gas Company, electricity is provided by PNM, and telephone service is available through CentruyLink.
<i>Mineral Deposits:</i>	There is no existence of commercially valuable mineral deposits.
<i>Water Rights:</i>	There are no water rights associated with the property.

***Easements &
Encroachments:***

According to the Plat of Survey, there is a 33.33' road easement along the southern boundary line of the subject property. This road easement runs parallel with Thunder Road. The location of this easement does not present an adverse effect on the value of the subject property. The McKinley Drainage Channel bisects the subject property in an east to west direction. Use or development of this area is prohibited. However, the land on both sides of the drainage channel are improved and a bridge for pedestrian use is in place allowing access to both sides of the channel.

Flood Hazard:

The majority of the subject property is located in a flood hazard area which bisects the tract of land in an east to west direction and runs along the existing drainage channel. This area is designated as Zone "AE". Approximately 20% of land to south of the channel and 10% of land to the north of the channel are located outside of a flood hazard area and designated as Zone "X". The panel map number is 34035C0925D, dated December of 2010. A flood map is presented in the addendum portion of the report.

***Hazardous Materials
& Other Soil Conditions:***

No engineering report regarding soil and sub-soil conditions was provided. No hazardous materials study was available, nor has an abstract of title been provided to indicate any prior uses of the land. We are not aware of any reason to suspect that there are hazardous materials on or under the land surface; however, if it is subsequently found that there has been contamination of the soil by any such substances, the value estimate of this report may become invalid.

Our comments are based on our inspection of the site and surrounding properties, and are provided to help the reader visualize the property. We are not, nor are we qualified to offer an opinion regarding the stability or suitability of the soil for construction. No obvious problems were noticed within the subject site and the property owner did not report any infrastructure problems.

Improvements

The subject property is improved with a church and K-12 school. However, for the purpose of this analysis, we will only be valuing the subject as though vacant, and therefore no description of the improvements was required.

Fixtures

The subject property is to be valued as vacant land with no fixtures.

Use History

The improvement were designed and utilized as a church and school since they were constructed. The improvements were erected over a number of years, beginning in 1976. The subject property was purchased on July 3, 2012 by the current owner and has continued to be used as a church and K-12 school.

Sales History

The subject property was purchased on July 3, 2012 by the current owner on a Notice of Escrow of Contract to Finance Real Estate Construction. The purchase price was \$375,000 at an interest rate of 2.5% for a term of 30 years, with a monthly payment of \$1,481.70. Prior to this transaction, the property had been under the name of Christ Community Church since June 6, 1974.

Rental History

Prior to the purchase date, the property was being leased by the current owners. According to Paster PK of the Christ Community Church, the lease rate was similar to the current monthly mortgage payment.

Assessed Values and Annual Tax Load

State law in New Mexico mandates that real estate be taxed on 33.33% of assessed value. The Otero County Assessor's Office is identifying the property as parcel identification number 01-09321. The subject property is a religious and educational facility and therefore exempt from property taxes. There are no past due taxes and the account is considered current.

Zoning and Other Land Use Regulations

The subject parcel is zoned "R-1", Single-Family Dwelling District and governed by the City of Alamogordo. In general, building or premises may be used designed for occupancy by one (1) family. Other uses includes but not limited to are churches, municipal parks, fire stations, schools, golf courses, and accessory buildings customarily incident to the above uses not involving the conduct of a business.

Set backs:	Front yard:	A depth of not less than twenty (20) feet
	Side yard:	One (1) story – five (5) feet, two (2) story seven and one half (7½) feet. The side yard on the street side of a corner lot shall be not less than fifteen (15) feet in width.
	Rear yard:	Not less than thirty (30) feet or twenty percent (20%) of the depth of the entire lot, which ever is smaller.
	Lot width & Area:	Every lot shall have a width of at least sixty (60) feet at the and building setback line and shall have an area of not less than six thousand (6,000) square feet per family (exceptions if prior to effective date of chapter)

Height: No building shall exceed two and one-half (2½) stories or thirty-five (35) feet in height.

There are no master, or comprehensive land use plans in existence that may affect the utility or value of the property.

Data Analysis and Conclusions - Before Acquisition

Analysis of Highest and Best Use of the Land

The highest and best use of land is defined as "The reasonable probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value." (The Appraisal of Real Estate, 13th Edition, 2008) In order to estimate highest and best use, there are essentially four stages of analysis. These are as follows:

- 1) Possible Uses of the Site – what uses are physically possible, given the size, shape and topography of the site.
- 2) Permissible Uses of the Site – among the physically possible uses, what uses are legally allowed given the zoning, easements, and/or deed restrictions.
- 3) Financially Feasible Uses of the Site -- among the uses, which are physically possible, and legally permissible, what uses would provide a reasonable residual net return to the land.
- 4) Most Productive Use of the Site -- among the financially feasible uses, which use would result in the greatest net return to the land.

Two tests of highest and best use must be considered. These include the highest and best use of the site as if vacant and the highest and best use of the site as improved. Since the purpose of our analysis is to value the subject parcel as vacant, only the first test of highest and best use is appropriate.

Possible Uses

The subject property is large in size containing 4.625 acres of land more or less. The shape is irregular and the topography is gently sloping and at street grade. Access consists of 559.74 front feet along Thunder Road, a two lane asphalt paved road. The subject property has access to city utilities to include city water and sewer. Electricity is available through Public Service of New Mexico (PNM), natural gas is available through New Mexico Gas Company, and telephone services through CenturyLink. Possible uses based on its size and utility are broad and included professional offices, use as a church or school, multi-family apartments, or subdivision development for residential use.

Legally Permissible Uses

The legal use of the property is governed by the City of Alamogordo. The property is currently zoned Class "R-1", Single-Family Dwelling. Other uses include churches, municipal parks, fire stations, schools, golf courses, and accessory buildings customarily incident to the above uses not involving the conduct of a business. There are no deed restrictions that negatively impact the potential development of the site.

Financially Feasible Uses

Present economic and environmental conditions are the next considerations. Economic conditions refer mostly to the market in which the subject competes such as absorption of the different possible uses for the site within the subject market area. Physical and legal development of the subject site allows for a broad range of development.

Primarily, market driven demands for new construction consist of subdivision developments for residential purposes, multi-family apartments, and commercial service industry uses to include retail stores, restaurants, and professional office/medical facilities.

It is our opinion that the most financially feasible use for the subject site as vacant would be for multi-family apartments, residential subdivision development, church or school.

Most Productive Use

The last consideration would be the most profitable use that a potential buyer would give if they were to purchase the site. Multi-family apartments, residential subdivision development, or commercial use as professional offices is considered as a financially feasible uses of the subject site. The principle of conformity holds that "real property value is created and sustained when the characteristics of a property conform to the demands of its market". Based on the recent land sales activity, the prices being paid per acre for sites suitable for commercial or residential development has been stable in value, in recent years. It is our opinion the highest and best use of the subject is for multi-family apartments, residential subdivision development, church or school.

Appraisal Methodology

The appraisal methodology is the orderly process used to arrive at an opinion of value. The first step is identification of the real estate, date of value, property rights appraised, and type of value. Second, analyses of the area, site, improvements, and highest and best use are conducted. Finally, one or more of the three basic approaches used in concluding a market value are applied. This appraisal relies on one approach to value in arriving at an estimate of market value. In the subject property's case we have utilized the Sales Comparison Approach. This appraisal report is a presentation of the information considered.

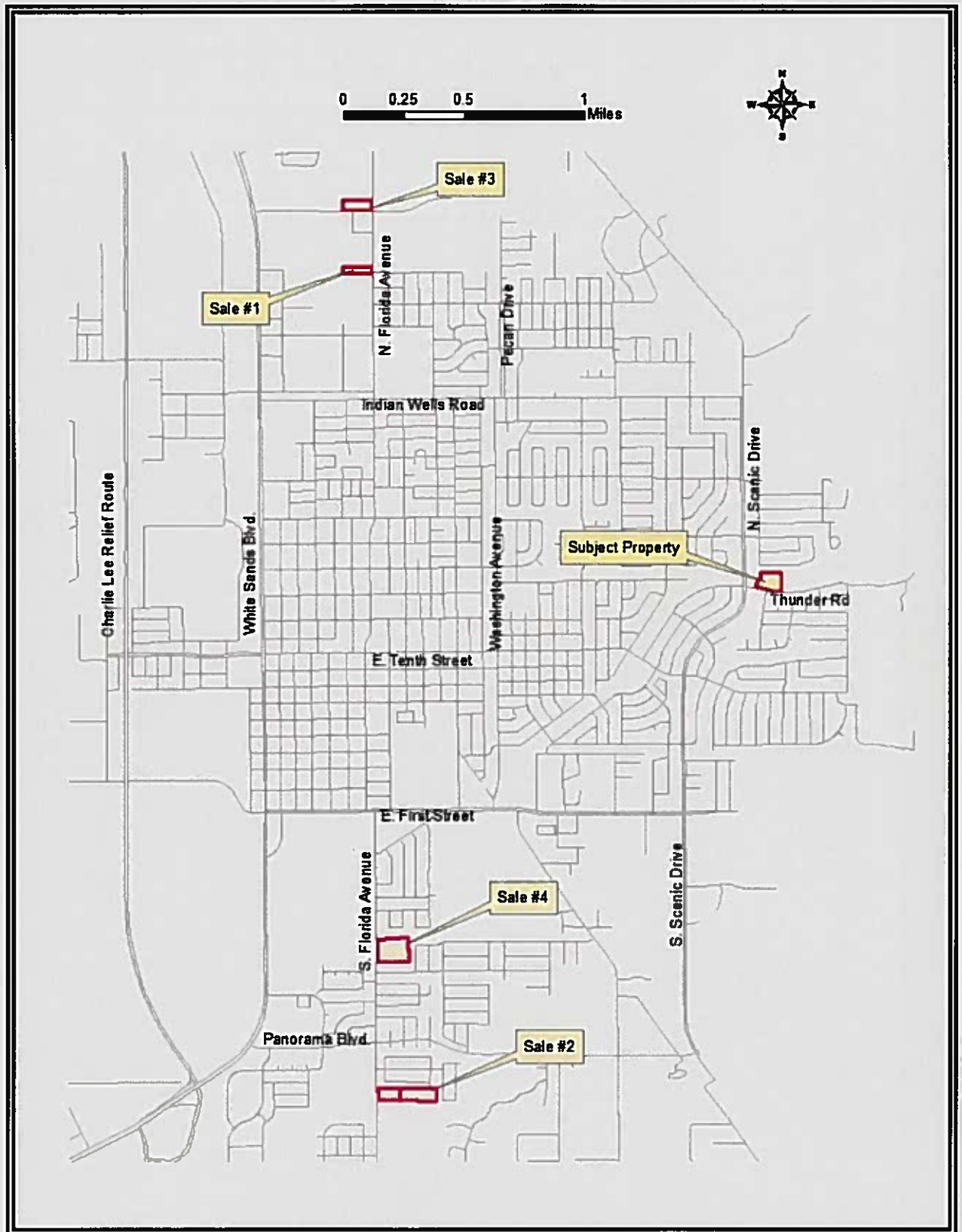
Land Value Estimate

Sales Comparison Approach

The Sales Comparison Approach draws heavily upon the principle of substitution. In essence, this principle states that a prudent purchaser will pay no more for a particular property than they would to acquire an equally desirable alternative. This approach consists of a comparison of the subject with other similar properties which have either recently sold or other properties currently being offered for sale. The comparison process involves making adjustments to the comparable properties on an item-by-item basis. The subject is always the benchmark, and adjustments are made to the sales price of the comparable property in order to arrive at an indication of value for the subject. In analyzing the sales, we first considered and make necessary adjustment to the sales for such characteristics including property rights conveyed, financing terms, conditions of sale, and market conditions. Next we consider and make adjustments to the sales for differences in physical characteristics such as location, corner influence, access, size, shape, topography, view, and utilities. We have examined a number of sales of similar properties located near the subject or in other similar locations. We have provided four comparable sales for our market value estimate. The sales were analyzed on a price per acre basis. The following table is a summary of the vacant sales used, followed by a sales location map, photographs of the sales, a detail table description of each of the comparable sales, a discussion of the adjustments to the sales, the adjustment grid, and our final conclusion of value.

Summary Description of Land Sales - Price Acre Analysis								
Sale #	Location	Parcel ID#	Sale Date	Sale Price	Acreage	Square Footage	Sale Price / Acre	Zoning
1	N. Florida Avenue	01-00504	7/24/2014	\$50,800	2.020	87,991	\$25,149	R-1
2	1527 S. Florida Avenue	01-14444	3/28/2013	\$192,500	8.102	352,923	\$23,760	R-1
3	2901 N. Florida Avenue	01-00191	11/21/2011	\$95,000	2.908	126,672	\$32,669	R-4
4	811 S. Florida Avenue	01-00243	7/21/2011	\$250,000	8.016	349,177	\$31,188	C-1 & R-1

Location Map of Comparable Sales



**Photographs of Comparable Sales
Taken August 22, 2014 by G. Estrada**



Comparable Sale #1: N. Florida Avenue

View facing southwest, taken from the northeast corner of the property, on N. Florida Avenue.



Comparable Sale #2: 1527 S. Florida Avenue

View facing northeast, taken from the southwest corner of the property, on S. Florida Avenue.

Photographs of Comparable Sales (continued)



Comparable Sale #3: 2901 N. Florida Avenue

View facing northwest taken from the southeast corner of the property,
on the intersection of Fairgrounds Road and N. Florida Avenue.



Comparable Sale #4: 811 S. Florida Avenue

View facing southeast, taken from the northwest corner of the property, on S. Florida Avenue.

Detailed Description of Comparable Sales

Comparable Land Sale #1					
Property Identification					
Address	N. Florida Avenue - Alamogordo, Otero County, NM				
Legal Description	Tract in the SE1/4NE1/4SE1/4, Section 7, T16S, R10E				
Assessor's Parcel ID#	01-00504				
Location / Access	This site is located on the west side of N. Florida Avenue, south of Fairgrounds Road in the north central portion of Alamogordo. The property has good access with approximately 140' feet of frontage off E. First Street.				
Present and Highest and Best Use	The property is currently vacant. Highest and best use is for residential subdivision development or multi-family apartments.				
Sales Data					
Sale Price	\$50,800	Total Acreage	2.02	Total SF	87,991
Sale Date	7/24/2014	Price / Acre	\$25,149	Price / SF	\$0.58
Grantor	Rachel Dugan				
Grantee	G. Gonzales, D. Hiles, C. Neal				
Recording/Instrument	Reception# 201405210 / Real Estate Contract				
Confirmation	MLS #150114, Shawn Oswalt ERA Simmons Real Estate				
Condition of Sale	Arms Length	Rights Conveyed	Fee Simple		
Terms of Sale	Real Estate Contract	Motivation	Normal		
Site Data					
Site Dimensions	Approx. 140' x 630'	Shape / Frontage	Rectangular - Elongated		
Zoning	"R-1" Single-Family Dwelling	Topography	Level		
Conforming	Yes	View	Typical		
Flood Zone / Panel	*AH*/35035C0937D	Vegetation	N/A		
Location	Average	On Site Ponding	None		
Access	Good/Average	Mineral Deposits	None		
Corner Features	Interior Parcel	Hazardous Substance	None		
Improvements					
Utilities	All City Utilities				
Street Improvements	Four lane asphalt paved street, concrete curb, gutter, and sidewalks, night lighting provided by the City of Alamogordo.				
Other Improvements	None				
Comments					
This site was purchased by the owners of an adjoining tract of land. The property is being improved as a RV park in conjunction the adjoining tract of land. The property was listed for \$135,000.					

Detailed Description of Comparable Sales

Comparable Land Sale #2					
Property Identification					
Address	1527 South Florida Avenue - Alamogordo, Otero County, NM				
Legal Description	Lots 1 & 2, Taylor Vista De Los Montañas				
Assessor's Parcel ID#	01-14444 & 01-15725				
Location / Access	These two lots are located in the south central portion of Alamogordo, south of Panorama Boulevard and on the east side of S. Florida Avenue. Access is considered good with 281 feet of frontage along S. Florida Avenue.				
Present Use and Highest and Best Use	The property is currently vacant. Highest and best use is for residential subdivision development or multi-family apartments.				
Sales Data					
Sale Price	\$192,500	Total Acreage	8.102	Total SF	352,923
Sale Date	3/28/2013	Price / Acre	\$23,760	Price / SF	\$0.55
Grantor	The Opportunity Center				
Grantee	Jose & Martha Rendon				
Recording/Instrument	Reception #201302767 / Warranty Deed				
Confirmation	Purchase contract and Paula Osborn, agent, to D. Colvin, MAI				
Condition of Sale	Arms Length	Rights Conveyed		Fee Simple	
Terms of Sale	Cash to Seller	Motivation		Normal	
Site Data					
Site Dimensions	281.34' x 1285.79' x 268' x 1305.04'		Shape / Frontage	Rectangular - Elongated	
Zoning	R-1 Single-Family Dwelling		Topography	Level	
Conforming	Yes		View	Typical	
Flood Zone / Panel	"AE" & "X" / 35030C1180D		Vegetation	N/A	
Location	Good		On Site Ponding	None	
Access	Good/Average		Mineral Deposits	None	
Corner Features	Interior Parcel		Hazardous Substance	None	
Improvements					
Utilities	All City Utilities				
Street Improvements	Two lane asphalt paved street with center median turn lane, concrete curb, gutter, and sidewalks, night lighting provided by the City of Alamogordo.				
Other Improvements	Dilapidated building of no value consisting of 6,400(+/-) square feet.				
Comments					
This is a sale with a contract price of \$150,000 and was contingent on the property being rezoned from R-1, Single-Family Dwelling to R-4, Multi-Family Dwelling. The buyer intends to raze the building and develop the land with apartments. This property was previously purchased on June 11, 2010 for \$180,000. Shortly after this transaction, a bid was acquired to demolish and remove all debris of the building at a cost of \$67,000 or \$10.49 per square foot. However, based on comparable demolition costs from in-house files and costs used by peers, we are using \$6.65 per square foot or \$42,500 as an estimated cost to demo. This will result in an effective price of the land as though vacant to be \$192,500 or \$23,760 per acre. On June 1, 2011 the property was subdivided into two lots and listed for sale. The property had been listed for as high as \$279,000, but that listing expired. It was more recently listed for \$170,000 (MLS #145681). Approximately ½ of this tract of land is located in a flood hazard area.					

Detail Description of Vacant Sales (continued)

Comparable Land Sale #3					
Property Identification					
Address	2901 N. Florida Avenue - Alamogordo, Otero County, NM				
Legal Description	Lot 5B, Replat B, Betty Dare				
Assessor's Parcel ID#	01-00191				
Location / Access	This site is located on the northwest corner of N. Florida Avenue and Fairgrounds Road, in the north central portion of Alamogordo. The property has good access with 201.09' feet of frontage off N. Florida Avenue and 631.22' along Fairgrounds Road.				
Sales Data					
Sale Price	\$95,000	Total Acreage	2.908	Total SF	126,672
Sale Date	11/21/2011	Price / Acre	\$32,669	Price / SF	\$0.75
Grantor	Landsun Homes Inc				
Grantee	Otero County Hospital Association				
Recording/Instrument	Reception# 201109681 / Warranty Deed				
Confirmation	Buyer				
Condition of Sale	Arms Length	Rights Conveyed	Fee Simple		
Terms of Sale	Conventional	Motivation	Normal		
Site Data					
Site Dimensions	201.09' x 631.22'	Shape / Frontage	Rectangular		
Zoning	R-4 Multiple-Family Dwelling	Topography	Level		
Conforming	Yes	View	Typical		
Flood Zone / Panel	X and AH / 35035C0937D	Vegetation	N/A		
Location	Average	On Site Ponding	None		
Access	Good/Good	Mineral Deposits	None		
Corner Features	Corner Lot	Hazardous Substance	None		
Improvements					
Utilities	All city utilities				
Street Improvements	Four lane asphalt paved street, concrete curb, gutter, and sidewalks, night lighting provided by the City of Alamogordo.				
Other Improvements	None				
Comments					
This site was purchased by the owners of a adjoining tract of land. The property was purchased for speculative use.					

Detail Description of Vacant Sales (continued)

Comparable Land Sale #4					
Property Identification					
Address	811 S. Florida Avenue - Alamogordo, Otero County, NM				
Legal Description	Lot 52A, Replat A, Mission Hills Subdivision				
Assessor's Parcel ID#	01-00243				
Location / Access	This site is located in the south central portion of Alamogordo, on the east side of S. Florida Avenue. Access is considered good with 484.06' feet of frontage along S. Florida Avenue.				
Present Use and Highest and Best Use	The property is currently vacant. Highest and best use is for residential subdivision development or multi-family apartments.				
Sales Data					
Sale Price	\$250,000	Total Acreage	8.016	Total SF	349,177
Sale Date	7/21/2011	Price / Acre	\$31,188	Price / SF	\$0.72
Grantor	Gustavo Najera Rev Trust				
Grantee	French Holdings LLC				
Recording/Instrument	Reception# 201106106 / Warranty Deed				
Confirmation	T. French to D. Colvin				
Condition of Sale	Arms Length	Rights Conveyed	Fee Simple		
Terms of Sale	Cash	Motivation	Normal		
Site Data					
Site Dimensions	484.06' x 690' x 505.5' x 690.27	Shape / Frontage	Rectangular / Good		
Zoning	C-1 & R-1 Neighborhood Business & Single-Family Dwelling	Topography	Level		
Conforming	Yes	View	Typical		
Flood Zone / Panel	X / 35035C0939D	Vegetation	N/A		
Location	Good	On Site Ponding	None		
Access	Good/Good	Mineral Deposits	None		
Corner Features	Interior Parcel	Hazardous Substance	None		
Improvements					
Utilities	All City Utilities				
Street Improvements	Two lane asphalt paved street				
Other Improvements	Dilapidated building of no value				
Comments					
This property was purchased for the purpose of developing a residential subdivision. The property was improved with two old dilapidated residences of no value. The actual purchase price was \$210,000 plus \$40,000 to demolish and remove all debris, resulting in an effective price of \$250,000. This parcel is not located in a designated flood zone and had all infrastructures in place. The property has been granted a variance to develop the typical lot size from 6,000 square feet to 4,000 square feet.					

Discussion of Adjustment to the Comparable Sales

Property Rights Conveyed – All of the comparable sales conveyed fee simple rights of ownership and therefore, no adjustments were required for this category.

Financing Terms – The site is being valued on a cash-equivalent basis. As a result, the comparables may require adjustments for favorable or creative financing. Downward adjustments for financing terms are generally indicated whenever there is seller financing at below-market interest rates. All of the comparables sold for cash or on cash equivalent terms. Therefore, no adjustments were required for this category.

Buyer or Seller Motivation - These adjustments are made whenever discussions with the parties involved (or other evidence) reveal that there may have been a particularly strong motivation to buy or sell. Examples of strong purchase motivation may include assemblage purchases and purchases by adjacent property owners. Examples of strong sale motivation may include foreclosure sales, assemblage, partnership dissolution, etc. In addition, this category is also used to adjust a listing to more appropriately reflect a possible selling price. We have analyzed the comparable sales and spoke with individuals familiar with each transaction. No adjustments were required for this category.

Market Conditions - These adjustments are necessary to allow for the change in market conditions brought about by inflation, deflation, fluctuations in supply and demand, or other factors. For the past several years, the number of large acreage land transactions has been limited. Our analysis of land value indicates there is no measurable amount of appreciation or depreciation in land values of similar tract of land over the past several years. Therefore, we have concluded no adjustments for market conditions is required for this category.

Location & Neighborhood of Comparables - Location differences primarily relate to variations with respect to the proximity of major arterials, site access and exposure, traffic count, and surrounding improvements. If the comparable is judged to have a superior location to the subject, the comparable is adjusted downward. If the comparable is inferior, it is adjusted upward. Comparable Sale #1 and Sale #3 are located in the north central portion of Alamogordo, in a area of mixed use properties and a less desirable area. We have adjusted these sales upward by 10% for inferior location.

Corner Influence – Corner influence is most relevant when valuing commercial properties which benefit from higher traffic flow, visibility, and accessibility. Comparable Sale #3 was adjusted downward by 15% for superior corner influence.

Access - The subject property and all of the Comparable Sales have developed street access with easy ingress and egress to traffic flow. No adjustments were required for this category.

Relative Overall Size - Generally, smaller sites tend to sell for more per square foot than otherwise comparable, but larger sites. These differences can be explained by the principle of economies of scale and the larger market for small parcels than *larger parcels*. We have applied a 90% learning curve, which applies to the principal of a parcel twice the size of another parcel, all other things being equal, should sell for about 90% of the unit price of the smaller parcel.

$$\text{Area of the Comparable}^{.152} / \text{Area of Subject Parcel}^{.152}$$

Shape Features - This adjustment is based on comparison of the differences between the actual perimeters of the subject and the comparable, and what the perimeters would be if both sites were perfectly square. It also considers the difference between the amounts of the most important frontage, in relationship to the overall perimeters of the comparable and subject. Comparable Sale #1 and #2 are elongated rectangular shaped tracts of land with an inferior frontage to dept ratio. These sales were adjusted upward by 10% for its inferior shape.

Topography - Sites may vary in value due to topographical characteristics such as contour, grading, natural drainage, and soil conditions. Steep slopes often impede development. Natural drainage can be advantageous, or, if a site is downstream of other properties or is a natural drainage basin for the area, it may have severely limited usefulness. All of the sales are level in topography. Comparable Sale #1, #2, and #3 are partially located in a flood hazard area similar to the subject property with no adjustments required. Comparable Sale #4 is not located in a flood hazard area and therefore adjusted downward by 20% for superior topography.

View - All of the sales have typical mountain views of the Sacramento Mountains to the east and desert basin views to the west similar to the subject. No adjustments were required for this category.

Utilities - The presence of utilities to each sale was also considered. The subject, along with all of the sales has access to all city utilities. No adjustments were required for utilities.

Other - No adjustments required for this category.

A summary of the comparables and the adjustments made in comparison to the subject parcel is presented in the Land Sales Adjustment Grid.

Sales Adjustment Grid

ITEM	Subject	Sale #1	Sale #2	Sale #3	Sale #4
Address	3001 Thunder Road	N. Florida Avenue	1527 S. Florida Avenue	2901 N. Florida Avenue	811 S. Florida Avenue
Date of Transaction:		7/24/2014	3/28/2013	11/21/2011	7/21/2011
Sale Price		\$50,800	\$192,500	\$95,000	\$250,000
Acreage	4.625	2.020	8.102	2.908	8.016
Price Acre		\$25,149	\$23,760	\$32,669	\$31,188
Condition Of Sale		Arms Length	Arms Length	Arms Length	Arms Length
Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple
	% Adj.	0%	0%	0%	0%
Financing Terms		Real Estate Contract	Cash to Seller	Conventional	Cash
	% Adj.	0%	0%	0%	0%
Motivation		Normal	Normal	Normal	Normal
	% Adj.	0%	0%	0%	0%
Time - 0% Change/Year					
	% Adj.	0.00%	0.00%	0.00%	0.00%
TIME ADJUSTED PRICE / ACRE		\$25,149	\$23,760	\$32,669	\$31,188
	Subject	Comparisons To Subject Property:			
Location	Good	Average	Good	Average	Good
	(+,-)	Inferior	Similar	Inferior	Similar
	% Adj.	10%	0%	10%	0%
Corner Influence	Interior Parcel	Interior Parcel	Interior Parcel	Corner Parcel	Interior Parcel
	(+,-)	Similar	Similar	Superior	Similar
	% Adj.	0%	0%	-15%	0%
Access	Good	Good	Good	Good	Good
	(+,-)	Similar	Similar	Similar	Similar
	% Adj.	0%	0%	0%	0%
Size / Acreage	4.625	2.020	8.102	2.908	8.016
	% Adj.	-10%	10%	-5%	10%
Shape/Frontage	Irregular/Good	Rectangular/Average	Rectangular/Average	Rectangular/Good	Rectangular/Good
	(+,-)	Inferior	Inferior	Similar	Similar
	% Adj.	10%	10%	0%	0%
Topography/Flood Zone	Level/AE,X	Level/AH	Level/AE,X	Level/AH,X	Level/X
	(+,-)	Similar	Similar	Similar	Superior
	% Adj.	0%	0%	0%	-20%
View	Typical	Typical	Typical	Typical	Typical
	(+,-)	Similar	Similar	Similar	Similar
	% Adj.	0%	0%	0%	0%
Utilities	All city utilities available	All city utilities available	All city utilities available	All city utilities available	All city utilities available
	(+,-)	Similar	Similar	Similar	Similar
	% Adj.	0%	0%	0%	0%
Other Improvements	None	None	None	None	None
	(+,-)	Similar	Similar	Similar	Similar
	% Adj.	0%	0%	0%	0%
Gross Adjustment		30%	20%	30%	30%
Net Adjustments		10%	20%	-10%	-10%
INDICATED VALUE / ACRE		\$27,663	\$28,511	\$29,402	\$28,069

Summary Review					
Sale #	Acreage	Updated Sale Price SF	Gross Adjustments	Net Adjustments	Indication of Value - Price SF
1	2.02	\$25,149	30%	10%	\$27,663
2	8.10	\$23,760	20%	20%	\$28,511
3	2.91	\$32,669	30%	-10%	\$29,402
4	8.02	\$31,188	30%	-10%	\$28,069
Statistical Review of the Adjusted Land Price Per Acre					
		Minimum	\$27,663		
		Maximum	\$29,402		
		Mean	\$28,411		
		Median	\$28,290		
		Standard Deviation	\$746		
		One deviation from the mean equals	2.62%		

RECONCILIATION AND FINAL ESTIMATE OF LAND VALUE - BEFORE ACQUISITION

The four comparable sales provided a reasonable range of value indicators from a low of \$27,663 per acre to a high of \$29,402 per acre. The statistical mean is at \$28,411 per acre and the median is at \$28,290 per acre, and one deviation from the mean is at 2.62%. Although there were a limited number of samples used, these statistics indicate a narrow range of value. The gross adjustments to all of the sales were considered reasonable and relatively close in range, and therefore all of the sales were given equal consideration. We are of the opinion a market value of \$29,000 per acre or \$134,000 (Rd.) is appropriate for the subject (4.625 acres x \$29,000 per acre = \$134,125).

ONE HUNDRED THITY FOUR THOUSAND DOLLARS

\$134,000.

Factual Data - After Acquisition

Legal Description

The legal description will remain the same as in the before acquisition, but will include a clause "less a 0.517 acre drainage easement for the McKinley Channel" as fully described on the Plat of Survey provided on page 13 of this appraisal report. A complete legal description is included on the Notice of Escrow provided in the addendum portion of this report.

Neighborhood Factors

For several years, the City of Alamogordo, in conjunction with the U.S. Army Corps of Engineers, have been realigning and reconstructing the McKinley Channel for better flood drainage flow. The taking of the 0.517 acres of land will have no adverse impact or create damages to the remainder of the subject property or the neighborhood, after the acquisition.

Property Data - After Acquisition

Site Description

After the 0.517 acre taking, the subject property will be reduced from 4.625 acres to 4.108 acres. The part to be taken is within the existing drainage channel and does not alter the path of the channel, but simply controls and improves the flow of the drainage. In addition, the rectangular concrete channel will prevent continuous depletion of the soil along both sides of the existing channel. The shape of the subject property will remain similar to the before taking, irregular. The taking will have no impact on physical access or access to utilities.

Improvements

The subject property is improved with a church and K-12 school. However, as previously stated, for the purpose of this analysis, we will only be valuing the subject as though vacant, and therefore no description of the improvements was required.

Fixtures

The subject property is to be valued as vacant land with no fixtures.

Use History

The improvement were designed and utilized as a church and school since they were constructed. The improvements were erected over a number of years, beginning in 1976. The subject property was purchased on July 3, 2012 by the current owner and has continued to be used as a church and K-12 school.

Assessed Values and Annual Tax Load

The subject property is a religious and educational facility and therefore exempt from property taxes.

Zoning and Other Land Use Regulations

After the taking, the zoning of the remaining property will continue to be R-1, Single-Family Dwelling use. The amount of land to be taken will not alter the use of the land under the current regulations regarding lot area requirements, setbacks, and off-street parking. The same restrictions as described in the before acquisition will remain in place.

Data Analysis and Conclusions - After Acquisition

Analysis of Highest and Best Use of the Land

The amount of the taking will not change it's possible use, legal use, and does not alter our conclusion of Highest and Best Use from the before acquisition analysis. It is our opinion the highest and best use of the subject will continue to be for multi-family apartments, residential subdivision development, church or school.

RECONCILIATION AND FINAL ESTIMATE OF LAND VALUE – AFTER ACQUISITION

As we have indicated, the land to be taken will not change the highest or best use or constrain the remainder parcel, and therefore the same Comparable Sales, adjustments to the Sales, and final value indicator is applicable to the remainder. Based on our final value indicator of \$29,000 per acre, we estimate the value of the remainder to be \$119,000 (4.108 acres x \$29,000 per acre = \$119,132)

ONE HUNDRED NINETEEN THOUSAND DOLLARS

\$119,000.

ACQUISTION ANALYSIS

Subject Parcel	Area	Value Indication	Market Value
Whole Parcel	4.625 acres	\$29,000/acre	\$134,000
Remainder After Taking	4.108 acres	\$29,000/acre	\$119,000
Total Compensation	0.517 acres		\$15,000

ALLOCATION AND EXPLANATION OF DAMAGES

No damages to the remainder property will result from the taking.

EXPLANATION OF SPECIAL BENEFITS

No special benefits to the remainder property will result from the taking, however the installation of a rectangular concrete channel will prevent depletion of the soil wall along the existing channel.

**EXHIBITS
AND
ADDENDUM**

Title Evidence

REC DATE 7/13/12 REC TIME 1:58:06 PM INSTR# 201208674
OTERO COUNTY, ROBYN HOLMES COUNTY CLERK PAGE 1 OF 4

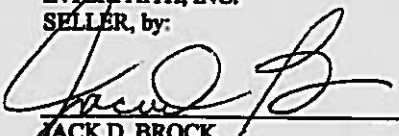
NOTICE OF ESCROW OF CONTRACT TO FINANCE REAL ESTATE CONSTRUCTION

BE IT KNOWN TO ALL OF THE WORLD that CHRIST COMMUNITY CHURCH INTERFAITH, INC., a New Mexico Domestic Nonprofit Corporation organized under the laws of the State of New Mexico, whose address is 2960 N. Scenic Dr., Alamogordo, NM, 88310, as SELLER, and LEGACY CHRISTIAN ACADEMY, INC., a New Mexico Domestic Nonprofit Corporation organized under the laws of the State of New Mexico, whose address is 2907 Thunder Road, Alamogordo, NM 88310 as PURCHASER, have entered into a Real Estate Contract under which SELLER conveys to PURCHASER the following described property in Otero, County State or New Mexico:

TRACT B only, Christ Community Subdivision of a 6.443 Acre Tract of Land in Sec. 21, T16S, R10E, NMPM, the plat of which is dated January 2012, and which plat was recorded on February 10, 2012, in the Office of the Otero County Clerk, State of New Mexico, and bearing reception and instrument no. 201201159, more properly described, in metes and bounds, in Exhibit 'A' which is attached hereto and which is, by this reference, incorporated herein as if fully set forth herein.

The escrow agent for the Real Estate Contract is Pioneer Abstract and Title Company, Alamogordo, NM.

CHRIST COMMUNITY CHURCH
INTERFAITH, INC.
SELLER, by:


JACK D. BROCK
PRESIDENT

LEGACY CHRISTIAN
ACADEMY, INC.
PURCHASER, by:

SHERRI THOMAS
PRESIDENT

JOSH KUHNLEY
VICE PRESIDENT

REAL ESTATE CONTRACT - PAGE 1 OF 9
Showing purchase price and terms

REAL ESTATE CONTRACT

THIS CONTRACT IS MADE in triplicate effective this 22nd day of June, 2012, by and between CHRIST COMMUNITY CHURCH INTERFAITH, INC., a New Mexico Domestic Nonprofit Corporation organized under the laws of the State of New Mexico, whose address is 2960 N. Scenic Dr., Alamogordo, NM, 88310, hereinafter referred to as SELLER, and LEGACY CHRISTIAN ACADEMY, INC., a New Mexico Domestic Nonprofit Corporation organized under the laws of the State of New Mexico, whose address is 1206 Greenwood Lane, Alamogordo, NM 88310, but which will be changed with the New Mexico Public Regulation Commission to 2907 Thunder Road, Alamogordo, NM 88310, hereinafter referred to as PURCHASER.

1. SALE: The Seller, in consideration of the promises and agreement herein made by the Purchase, agrees to sell and convey to the Purchaser the following described real estate, hereinafter called the Property, in the County of Otero, and State of New Mexico:

TRACT B only, Christ Community Subdivision of a 6.443 Acre Tract of Land in Sec. 21, T16S, R10E, NMPM, the plat of which is dated January 2012, and which plat was recorded on February 10, 2012, in the Office of the Otero County Clerk, State of New Mexico, and bearing reception and instrument no. 201201159, more properly described, in metes and bounds, in Exhibit 'A' which is attached hereto and which is, by this reference, incorporated herein as if fully set forth herein.

The Seller agrees, upon completion of all terms and conditions of this Contract by the Purchaser, that the Purchaser shall then receive the original Warranty Deed and related documents placed in Escrow with the Contract as described hereinafter in this Real Estate Contract

2. PRICE AND PAYMENTS: The Purchaser agrees to buy the above-described Property and to pay Seller therefor the total sum of THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$375,000), which shall bear interest at the rate of TWO AND ONE HALF PER CENT (2.5%) PER ANNUM from the date of closing, payable over a term of thirty (30) years by 360 monthly payments of ONE THOUSAND FOUR HUNDRED EIGHTY ONE DOLLARS AND SEVENTY CENTS (\$1,481.70), in accordance with the amortization schedule attached hereto and marked as Exhibit 'B' which is incorporated by reference as if fully set forth herein.

The first payment, for July, 2012, in the amount of \$1,481.70 will be due on July 1st, 2012. The second payment will be due on or before August 1st, 2012, and all payments thereafter shall be due on or before the 1st, day of each month. Installment payments that are not received by the Seller on or before the 15th day of each month shall be the subject of an addition of a late fee in the amount of \$50.00. If Seller ever waives the payment of a late fee for a particular month, that waiver shall not be considered a waiver for any other months and shall not

Utility Map

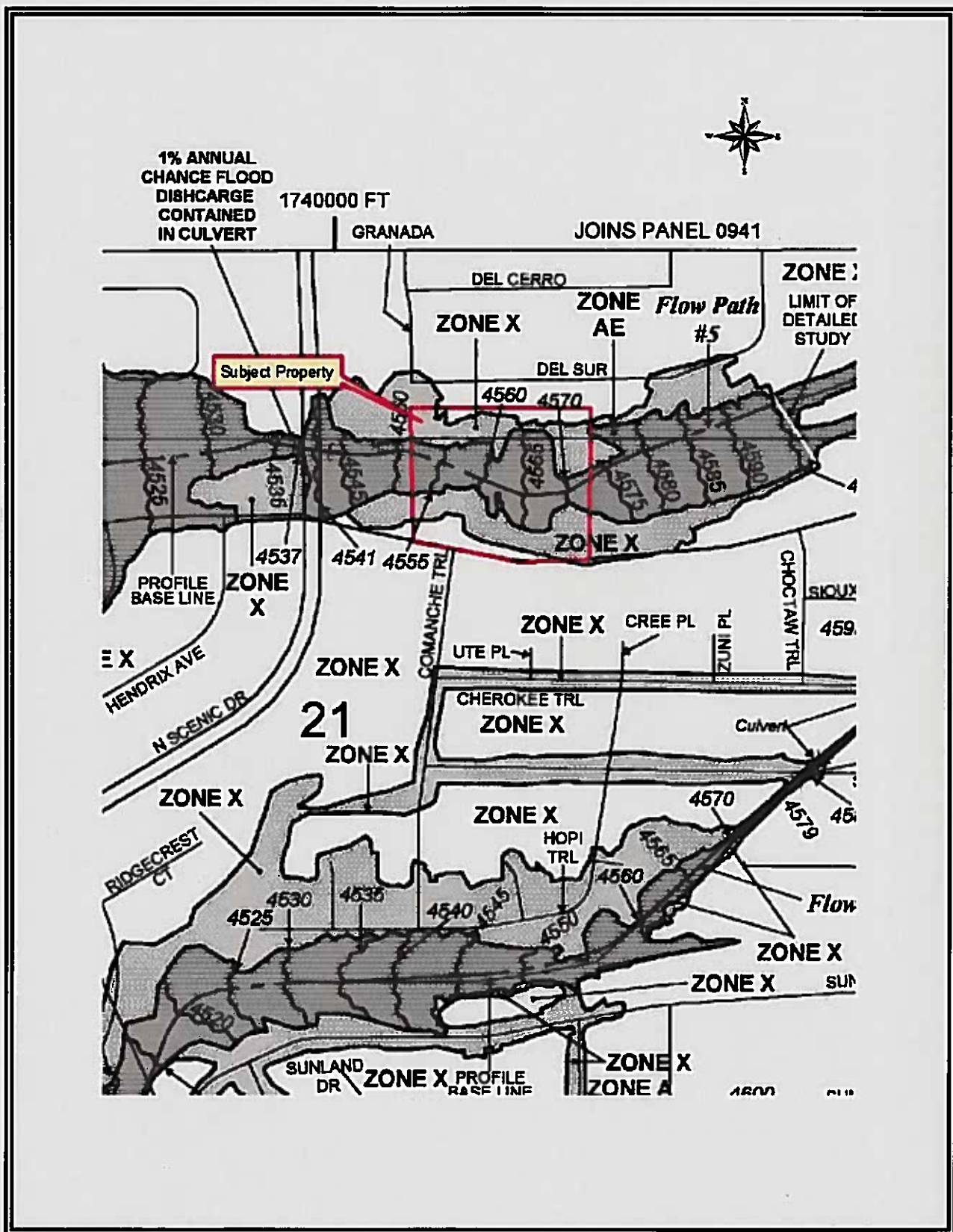


PC 01-09321
PC 01-15818



This map is for informational purposes only and does not constitute a warranty of accuracy. The information is provided as a reference only and should not be used for legal or financial purposes. The information is provided as a reference only and should not be used for legal or financial purposes.

Flood Map



LEGAL DESCRIPTION OF THE TAKING



Construction Surveying Services
PO Box 2295, Alamogordo, NM 88311

LEGAL DESCRIPTION

A 0.849 Acre tract of land situate within Tracts A & B, Christ Community Summary Subdivision, as filed for record on February 10, 2012, as Instrument No. 201201159, in the NE1/4 of Section 21, T16S, R10E, NMPM, within the corporate limits of the City of Alamogordo, Otero County, New Mexico, and being more particularly described as follows:

Beginning at a point on a curve on the east line of Tract B, Christ Community Summary Subdivision, for the northeast corner of this tract, Whence, the City of Alamogordo control marker PBM-3 bears, N50°36'05"E, a distance of 1,856.14 feet;

Thence, along said east line, S00°13'32"E, a distance of 43.54 feet to a point on a curve for the southeast corner of this tract;

Thence, leaving the east line of Tract B, along the arc of a curve to the right having radius of 743.00 feet, through a central angle of 10°54'50", an arc length of 141.53 feet, and having a long chord that bears, N75°59'46"W, a distance of 141.31 feet to a point of tangency;

Thence, N70°32'21"W, a distance of 82.71 feet to a point;

Thence, S16°07'47"E, a distance of 41.46 feet to a point;

Thence, S73°52'13"W, a distance of 28.80 feet to a point;

Thence, N16°07'47"W, a distance of 62.07 feet to a point;

Thence, N70°32'21"W, a distance of 120.58 feet to a point to a point of curvature;

Thence, along the arc of a curve to the left having a radius of 475.30 feet, through a central angle of 19°29'42", an arc length of 161.72 feet, and having a long chord that bears, N80°17'12"W, a distance of 160.94 feet to a point of tangency;

Thence, S89°57'57"W, a distance of 238.60 feet to a point on the west line of Tract A, Christ Community Summary Subdivision for the southwest corner of this tract;

Thence, along said west line, N00°16'19"W, a distance of 43.00 feet to a point for the northwest corner of this tract;

Thence, leaving the west line of Tract A, N89°57'57"E, a distance of 101.32 feet to a point;

(Legal Description continued next page)

Sheet 2 of 3

Phone: (575) 443-6202
Field Mobile: (575) 491-2371

Fax: (575) 443-1151

www.constructionsurveyingservices.com
email: CSSAlamo@aol.com

LEGAL DESCRIPTION OF THE TAKING (continued)



Construction Surveying Services
PO Box 2295, Alamogordo, NM 88311

(Legal Description of a 0.849 Acre Tract, Continued)

Thence, N33°12'13"E, a distance of 51.64 feet to a point on the north line of Tract A, Christ Community Summary Subdivision;

Thence, along said north line, N89°53'51"E, a distance of 44.60 feet to a point;

Thence, leaving the north line of Tract A, S33°12'13"W, a distance of 51.70 feet to a point;

Thence, N89°57'57"E, a distance of 92.89 feet to a point of curvature;

Thence, along the arc of a curve to the right having a radius of 518.30 feet, through a central angle of 19°29'42", an arc length of 176.35 feet, and having a long chord that bears, S80°17'12"E, a distance of 175.50 feet to a point of tangency;

Thence, S70°32'21"E, a distance of 238.70 feet to a point of curvature;

Thence, along the arc of a curve to the left having a radius of 700.00 feet, through a central angle of 10°22'13", an arc length of 126.70 feet, and having a long chord that bears, S75°43'28"E, a distance of 126.52 feet to the point and place of beginning, enclosing 0.849 acre of land, more or less.



DATE: 12/1/13
CSS Project No. 13-683

Sheet 3 of 3

Phone: (575) 443-6202
Field Mobile: (575) 491-2371

Fax: (575) 443-1151

www.constructionsurveyingservices.com
email: CSSAlamo@aol.com

Qualifications of Appraisers

APPRAISER QUALIFICATIONS W. SCOTT ESCHENBRENNER, MAI

PROFESSIONAL EXPERIENCE:

MAI, Designated Member of the Appraisal Institute - #11,814
State Certified General Real Estate Appraiser, New Mexico-1180

EDUCATION BACKGROUND AND SPECIAL TRAINING:

Graduate from Southwest Texas State University, 1986, with Bachelor of Science Degree in Business Administration with major in Finance - Real Estate.

Successfully completed the following real estate courses from the Appraisal Institute:

- Real Estate Appraisal Principles
- Residential Valuation
- Basic Valuation Procedures
- Capitalization Theory and Techniques - Part A & B
- Report Writing and Valuation Analysis
- Standard of Professional Practice, Parts A, B & C
- Advanced Applications
- Demonstration Appraisal Report
- General Comprehensive Exam

EMPLOYMENT:

May 1995 to Present; Owner, Mesilla Valley Appraisal Services in Las Cruces, New Mexico
January 1994 to May 1995: Appraiser, William Scott Burns & Wilkinson, Inc., in El Paso, TX.
October 1986 to December 1993: Appraiser, William Scott Burns & Company in El Paso, TX.
May 1985 to August 1985: Construction, JR Thurman Construction. El Paso, TX.
May 1981 to December 1984: Assist. Golf Professional, El Paso Country Club, El Paso, TX.

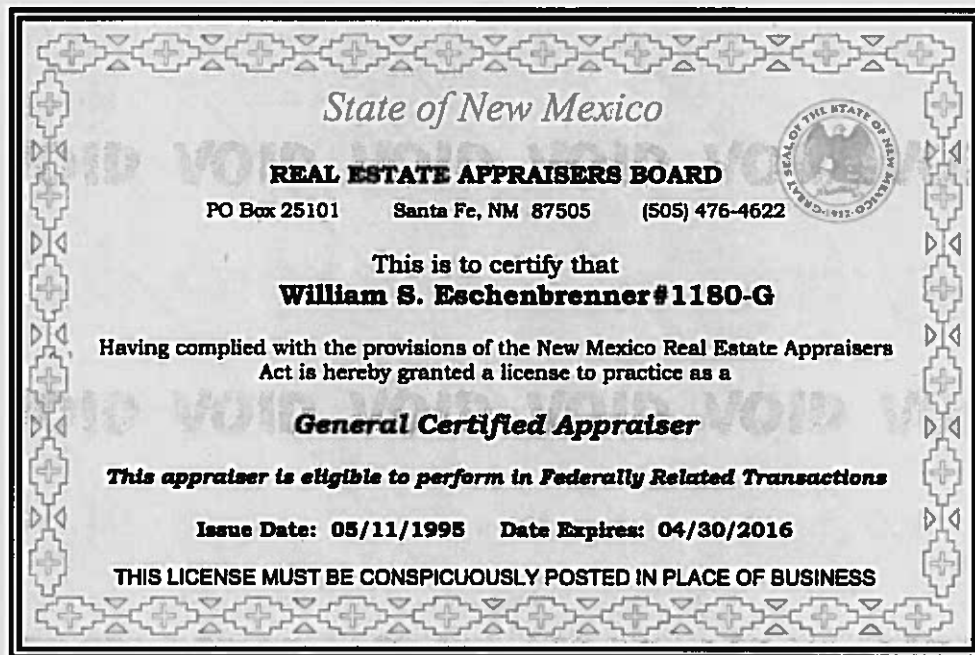
REPRESENTATIVE CLIENTS:

Community First National Bank, First Federal Savings, First National Bank in Alamogordo, Citizens Bank of Las Cruces, First National Bank in Las Cruces, Western Farm Bureau Mutual Insurance Company, First Interstate Bank of Denver, Alamogordo Federal Savings and Loan, Bank of the Rio Grande, Mesilla Valley Bank, and other Regional Lending Institutions, Gerald Champion Memorial Hospital, City of Las Cruces, City of Alamogordo, Allstate Insurance Company, Texas Highway Department, United States Corps of Engineers, El Paso Water Utilities, Southern Pacific Railroad, City of El Paso, Gencon Corporation.

REPRESENTATIVE ASSIGNMENTS: (Texas, & New Mexico)

- Single and Multifamily Complexes
- Professional Office Complexes
- Industrial Parks, Warehouses, Mini-Warehouse Facilities
- Vacant Land, Subdivision Analysis and Mobile Home Parks
- Farm & Ranch
- Shopping Centers
- Special Purpose: Post Office, Hotel, Automobile Dealership, Banking Facility, Restaurant, Convenience Stations, Medical Clinic, Church, and Easements.

Qualifications of Appraisers (continued)



Qualifications of Appraisers (continued)

APPRAISER QUALIFICATIONS

GONZALO A. ESTRADA

PROFESSIONAL EXPERIENCE:

State Registered Apprentice Appraiser, New Mexico-#303-A
Certified Appraiser IV, New Mexico Property Taxation and Revenue Department

EDUCATION BACKGROUND AND SPECIAL TRAINING:

Successfully completed the following real estate courses from the Appraisal Institute (AI):

Basic Valuation Procedures

Capitalization Theory and Techniques - Part A

Successfully completed the following real estate courses from the International Association of Assessing Officers (IAAO):

Fundamentals of Real Property Appraisal, Course 101

Income Approach to Value, Course 102

Appraisal of Land, Course 201

Marshall and Swift – Commercial Cost Estimator, Course 163

Fundamentals of Mass Appraisal, Course 300

Continuing Education Classes

AI - Practical Regression Using Microsoft Excel

AI - Appraisal In Litigation

AI - Appraising Distressed Commercial Real Estate

IAAO - Workshop on Contemporary Capitalization Methods and Techniques

IAAO - Workshop on Contemporary Real Estate Finance

McKissock - Income Capitalization

McKissock - Analysis in Action

McKissock - Appraisal Applications of Regression Analysis

EMPLOYMENT:

May 2007 to Present; Mesilla Valley Appraisal Services in Las Cruces, New Mexico

January 2, 2007 to Present; Gonzalo Estrada Valuation Services

October 15, 1981 to December 13, 2006; Otero County Assessor's Office, Chief Real Estate Appraiser – Computer Systems Analysis

REPRESENTATIVE ASSIGNMENTS: (New Mexico)

Professional Office Complexes

Medical Clinic

Shopping Centers

Mini-Warehouse Facilities

Vacant Land, Commercial and Industrial

Qualifications of Appraisers (continued)



Contract Agreement

REAL ESTATE APPRAISAL SERVICES

THIS CONTRACT entered into this 28 day of August, 2014 by the City of Alamogordo, a New Mexico municipal corporation, (the "City"), and Mesilla Valley Appraisal Services (the "Contractor").

WITNESSETH THAT:

WHEREAS, the City, in its capacity as Non-Federal Sponsor, has entered into a Project Cooperation Agreement (PCA) with the United States of America (Government), under which a civil works project will be constructed by the U.S. Army Corps of Engineers (USACE) in cooperation with the City, and;

WHEREAS, pursuant to the PCA it is the responsibility of the City to obtain appraisals for all interests (estates) in real property, and it is the responsibility of USACE to ensure through a review process that each appraisal meets the standards of performance set out in SCHEDULE "A", and;

WHEREAS, the preparation and delivery of the hereinafter described appraisal report is authorized by law; and;

WHEREAS, the Contractor is well-qualified, equipped and experienced and is in a position to prepare and furnish to the City appraisal reports covering the real property hereinafter described.

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE 1. ORDERING, PREPARATION AND DELIVERY OF APPRAISAL REPORTS.

The Contractor shall, upon receipt of a duly executed work order, prepare, furnish and deliver to the City an Appraisal Report under Standards Rule 2-2 as defined by Uniform Standards of Professional Appraisal Practice as amended covering certain real property described in SCHEDULE "A" attached to and made a part of this contract.

In addition, the appraisal and report shall address and comply with Uniform Standards for Federal Land Acquisitions, as amended.

ARTICLE 2. CONTENTS AND NUMBER OF APPRAISAL REPORTS.

(a) The appraisal report shall be furnished in quadruplicate in accordance with the guidelines set out in SCHEDULES "A" & "B" of this contract.

(b) Ownership - One appraisal report will be furnished for a contiguous area of land owned by the same entity. Land may be deemed contiguous even though portions thereof are separated by roads, railroad rights-of-way, streams, etc. If there has been a severance of the surface and the subsurface of the land, determination of what constitutes a tract will be based on ownership of the surface.

ARTICLE 3. MODIFICATIONS OF DELIVERED APPRAISAL REPORTS.

Contractor shall modify or supplement any appraisal report where additional appraisal data is discovered that was known or should have been known to be in existence prior to the delivery of the report; where application of principles of law relating to real estate appraisals require the modification or supplementing of such appraisal report; the requirements of either

Page 1 of 11

Contract Agreement (continued)

Uniform Appraisal Standards For Federal Land Acquisitions or Uniform Standards of Professional Appraisal Practice as amended have not been met. This service shall be rendered without additional cost to the

ARTICLE 4. DELIVERY.

Time being of the essence, the Contractor shall mail or deliver to the City the completed appraisal report and all copies within the time specified in DELIVERY, contained in SCHEDULE "A" and SCHEDULE "B".

ARTICLE 5. TESTIMONY IN JUDICIAL PROCEEDINGS.

Upon request of the City, the Contractor agrees to furnish testimony as to the value of any and all property on which appraisal reports are furnished in any judicial proceedings involving a determination of the value of the aforementioned property.

ARTICLE 6. PAYMENT.

In consideration of the performance of the undertakings under this contract, the Contractor shall be paid:

(a) The sum set out in SCHEDULE "B" for the appraisal reports shall constitute full payment to the Contractor and shall include costs of all supplies, material, equipment and transportation incidental to preparing and delivering the reports. The contract price shall be due and payable for an acceptable appraisal report upon delivery and acceptance of such report by USACE accompanied by a properly certified invoice.

(b) The sum set out in SCHEDULE "B" for any modification of an appraisal report, or supplemental appraisal, requested subsequent to delivery and acceptance of the completed report by the City and USACE. However, any modification requested prior to delivery and acceptance of completed reports pursuant to ARTICLE 3, will be at an cost to the City.

(c) The Contractor agrees to attend conferences preliminary to trial, as requested, and to testify, should these additional services be required. The compensation for each court appearance which requires testimony and for any pre-trial conference which may not required testimony shall be \$175.00 an hour plus \$250 per day for expenses.

\$100.00

ARTICLE 7. APPRAISAL REPORTS TO BE CONFIDENTIAL.

All information contained in the appraisal report to be made hereunder and all parts thereof are to be treated as strictly confidential. The Contractor shall take all necessary steps to insure that no member of staff or organization divulge any information concerning such appraisal reports to any person other than a duly authorized representative of the City.

ARTICLE 8. DISPUTES.

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement through negotiation and/ or other alternative dispute resolution shall be decided by the City. The decision of the City shall be final and conclusive unless, within one (1) year from the date of receipt of such decision of the City, the Contractor shall bring action in a court of competent jurisdiction.

Contract Agreement (continued)

ARTICLE 9. CHANGES.

The City may at any time, by a written order, make any changes within the general scope of this contract which may either increase, decrease or terminate the work and services hereunder. If such change causes an increase or decrease in the cost of or the time required for performance of this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. In the event that the contract is terminated, the City shall pay the Contractor all amounts due for services performed prior to the effective date of such termination. Any claim by the Contractor for adjustment under this Article must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Provided, however, that the City, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled Disputes. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

ARTICLE 10. OFFICIALS NOT TO BENEFIT.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. The provisions of 41 USC §22 and Section 13-1-190, NMSA 1978 are incorporated herein by reference.

ARTICLE 11. COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 12. EQUAL OPPORTUNITY.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any physical or mental handicap employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or physical or mental handicap. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause.

Contract Agreement (continued)

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized by the City Purchasing Ordinance and such other sanctions and remedies that may be lawfully imposed.

ARTICLE 13. DELAYS - DAMAGE.

If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the City may, by written notice, terminate the right of the Contractor to proceed with the contract or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the City by such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this Article if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including but not limited to any preference, priority, or allocation order issued by the City or any other act of the City. Additional requirements concerning Delivery are set out in paragraph 6, DELIVERY, contained in SCHEDULE "B".

ARTICLE 14. TERMINATION.

(a) The City may terminate this contract at any time and for any cause by a notice in writing to the Contractor. Upon receipt of such notice the Contractor shall, unless the notice directs otherwise, immediately discontinue all work and services.

(b) If the contract is terminated for the convenience of the City, payment to the Contractor will be made promptly for that proportion of the work and services required under the contract of which the work and services actually performed bear to the total work and services required under the contract, less any payments previously made.

(c) If this contract is terminated because of the failure on the part of the Contractor to fulfill his undertakings under this contract, the City may take over the work and services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned to the City thereby.

ARTICLE 15. GRATUITIES.

(a) The City may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of

Contract Agreement (continued)

the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City or its duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the City shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor.

(c) The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.

ARTICLE 16. OPTION TO EXTEND THE TERM OF THE CONTRACT.

This contract is renewable for an additional one (1) year period, at the option of the City by giving written notice of renewal to the Contractor 30 days before this contract is to expire; provided, that the City shall have given preliminary notice of its intention to renew 60 days before this contract is to expire. (Such preliminary notice will not be deemed to commit the City to any renewal.)

ARTICLE 17. MODIFICATION.

This contract together with any addendum constitutes the entire agreement between the parties and shall not be altered, modified or amended except in writing signed by both parties.

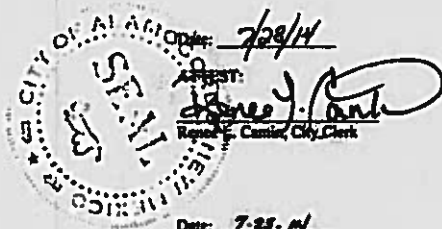
IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

CITY OF ALAMOGORDO
a New Mexico municipal corporation

By: James R. Stahl
James R. Stahl, City Manager

APPRaiser:
MESILLA VALLEY APPRAISAL SERVICES

By: W. Scott Eschenbrenner
W. Scott Eschenbrenner



Date: 7-25-14

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

Page 5 of 11

Contract Agreement (continued)

SCHEDULE "A"
SCOPE OF WORK
REAL ESTATE APPRAISAL
Phase VII McKinley Channel Project
Christ Community Summary Subdivision

PURPOSE OF APPRAISAL: Phase VII McKinley Channel Project

SCOPE:

A. The appraisal report is to be prepared in compliance with Uniform Appraisal Standards for Federal Land Acquisitions, as amended, (Exhibit "A") and Uniform Standards of Professional Appraisal Practice (USPAP).

B. The report shall include the following value estimates:

1. For Simple "as is" value estimate of lands, buildings and site improvements that form the subject property.

2. Damages

C. The appraisal shall include analyses of Highest and Best Use that provide written reasoning to the extent and detail required to support the opinions of value. All Highest and Best Use Analyses' conclusions must be for an economic use. So called "public interest value" including but not limited to preservation and conservation or any non-economic highest and best use are not acceptable. Sales to and from public or quasi public agencies are not acceptable as comparables unless the Contractor can demonstrate that the transfers were at arms length, free from any threat of condemnation or inducement including but not limited to tax incentives not available to the general public.

D. Uneconomic remnants (so called severance damages) as a result of the project must be valued on a "Before" and "After" basis. If, in the opinion of the Contractor, an easement will result in a permanent damage, the appraisal will be in the "Before" and "After" format. This methodology will estimate the value of the estate taken as well as any loss to the remainder. A damage that is considered temporary in nature does not require the "Before" and "After" format. Damages that are curable due to the passage of time or by other mitigating circumstances (ten years or less for both), may use economic rent (income) as a basis for estimating a short term damage.

E. Hazardous, Toxic, Radioactive Wastes (HTRW)

In the event that the Contractor, through ordinary and usual means available to real estate appraisers, determines that the subject site is impacted or influenced by HTRW, the values shall be estimated on an "As Remediated" basis. The Contractor shall provide to the City through the report, the basis of the determination.

F. In order for the reviewer to understand the basis for all value conclusions, the report shall clearly and fully describe, define and explain the basis for all analyses and conclusions. The report must be so complete, consistent, and comprehensive that a far removed reviewer can clearly understand the methodology used by the appraiser to arrive at the value estimates.

G. Tangible personal property not defined as realty shall not be included in value estimates.

Contract Agreement (continued)

11. "Cost to Cure" estimates, if any, shall not exceed the estimated damages from any "Before and After" appraisal and report. Any "cost to cure" estimate of damage shall include direct and indirect costs to cure, effects of delay, if applicable, and entrepreneurial profit, if appropriate.

I. The description of subject land and buildings shall include a discussion of deficiencies and sufficiencies which affect value. By example, wetlands, drainage-ways, etc. normally can not be developed for an economic use and can not be included in density calculations for land use in most jurisdictions.

Therefore, undevelopable land, for any reason, can not be appraised as equivalent with upland areas when estimating value.

J. A permanent easement is an estate and not a fee acquisition of a part taken. Therefore, a value estimate less than fee for a permanent easement is required. The location and extent of a permanent easement may leave a landowner with little remaining utility. The appraiser is to be guided by that understanding applying "D" above as required.

K. Temporary easements of less than two (2) years should not be discounted. The estimated values for an economic return or rent on project land areas are de minimis and need not be further reduced by discounting for this period of time. A temporary easement that exceeds two (2) years shall be discounted in the third (3) year and beyond.

L. Site improvements located within permanent and temporary work easements that have been identified to be demolished and removed shall be appraised "as is." Salvage values must be assigned by the appraiser for these items. These site improvements scheduled for removal can be sold back to the homeowner for the salvage value with the understanding that the owner will remove the items at their own expense within a time frame in accordance with the construction schedule.

M. Landscaping scheduled for removal within all project work areas should be replaced as a project cost, not as items of compensation. To value landscaping to be removed within project limits for compensation purposes and at the same time replace it at completion of construction would result in a windfall. When dealing with landscaping including trees, the unit rule as adopted by court decisions proffers that different elements of a parcel are not to be separately valued and then added together. A property is to be valued as an entirety, a whole. The various parts of that whole are to be considered only as they contribute to the overall value, avoiding a cumulative appraisal. An analysis of separate elements with a conclusion that they either enhance, diminish and/or do not affect the value of the whole must be supported by market evidence. For instance, a tree lot should be compared to sales of "tree" lots. Comparing a "tree" lot to an "open" one may have a market supported adjustment that indicates the contribution to value of the trees to the entire site. However, an adjustment for a tree or trees as separate elements will generally be unacceptable.

N. Ownership - Value estimates will be furnished for a contiguous area of land owned by the same person, entity. Land will be deemed contiguous even though portions thereof are separated by roads, railroad rights-of-way, streams, etc. If interests held by the owner(s) are uniform and a reasonable likelihood exists for a near term integrated unitary purpose.

Contract Agreement (continued)

PROPERTY LOCATION:

Parcel #1 1338 N. Scenic Drive
Alamogordo, NM 88310

Parcel #2 3001 Thunder Road
Alamogordo, NM 88310

OWNER OF RECORD/SUBJECT IDENTIFIERS/ LAND AREA:

Parcel #1
Christ Community Church
PIN No. 01-15818 Land Area: 1.818 Acres

Parcel #3
Legacy Christian Academy, Inc.
PIN No. 01-09221 Land Area: 4.625 Acres

FORMAT:

Narrative Appraisal Report

In order to meet the requirements as an "Appraisal Report", it must comply with Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice as amended. A Limited and/or Restricted report is not acceptable.

ORIGINALS/ COPIES:

(Reference: SCOPE: A.)

One original with original signatures and photographs and three copies with original signatures and photographs shall be furnished that comply with the Reporting standards of Uniform Appraisal Standards for Federal Acquisition and Uniform Standards of Professional Appraisal Practice.

SUPPLIED MATERIALS:

Upon issuance of a Notice to Proceed by the City, the following materials will be supplied by the City:

1. Legal description of the subject property, with estates (interests) to be appraised.
2. Current title report that includes easements of record that run with the site

INSPECTIONS:

The appraiser is required to personally speak with the owner(s), their agents or representatives. In the case of this assignment this may require the appraiser of record to meet with owners' attorneys or others. The appraiser will invite the owner or his designated representative to accompany him/her in the detailed inspection of the property and to give careful, considerate attention to all information and comments offered. The owner may be a prime source of detailed information of importance.

Contract Agreement (continued)

DELIVERY:

A. The Contractor agrees to submit the completed appraisal report and all copies to the City on or before the 30th calendar day following the effective date of the value estimate established by the Contractor.

B. The appraisal report and all copies shall be submitted within forty-five (45) calendar days after official notice to proceed.

PLACE OF DELIVERY:

1376 E. Ninth Street
Alamogordo, NM 88310

APPRAISER LICENSING:

The "responsible appraiser" must be licensed as a Certified General Appraiser. The responsible appraiser shall be identified and a copy of the current (State) license must be submitted with the bid proposal.

CONFERENCES:

Contractor shall make himself available for conferences, either by phone or at the office of the Contractor. Said conferences are without additional cost to the City.

MODIFICATIONS OF DELIVERED APPRAISAL REPORT(S):

Contractor shall modify or supplement any appraisal report where additional data is discovered that was known or should have been known to be in existence prior to the delivery of the report; where application of principles of law relating to real estate appraisals require the modification or supplementing of such appraisal report; the requirements of either Uniform Appraisal Standards For Federal Land Acquisitions or Uniform Standards of Professional Appraisal Practice have not been met. This service shall be rendered without additional cost to the City.

PAYMENT:

The sum set out in the contract for the appraisal report shall constitute full payment to the Contractor and shall include costs of all supplies, material, equipment and transportation incidental to preparing and delivering the report(s). The contract price shall be due and payable for acceptable appraisal reports in to upon delivery and acceptance of such reports accompanied by a properly certified invoice.

APPRAISAL REPORTS TO BE CONFIDENTIAL:

All information contained in the appraisal report to be made hereunder and all parts thereof are to be treated as strictly confidential. The Contractor shall take all necessary steps to ensure that no member of staff or organization divulge any information concerning such appraisal reports to any person other than a duly authorized representative of the City.

Contract Agreement (continued)

SCHEDULE "B" FEES FOR SERVICES

1. **PRINCIPAL APPRAISER:** W. Scott Eschenbrenner shall be the *PRINCIPAL APPRAISER*, shall sign the appraisal reports, and shall furnish testimony in accordance with ARTICLE 5 of the contract, if required.
2. **SCHEDULE/TYPE OF PROPERTY:**
Parcel #1 1338 N. Scenic Drive
Alamogordo, NM 88310
Improved/Commercial

Parcel #2 3001 Thunder Road
Alamogordo, NM 88310
Improved/Commercial
3. **ESTATES (INTERESTS):** Estates in land to be acquired in connection with the Phase VII McKinley Channel Project to include:
A. Fee Simple
B. Before and After (Address damages in many cases)
4. **SERVICES REQUIRED:**
A. The Contractor shall prepare, furnish and deliver to the U.S. Army Corp of Engineers an appraisal report covering the Fair Market Value.
B. **DAMAGES** as prescribed in SCHEDULE "A" for approximately 0.40 acres. This damage is based on an estimate that the underlying fee owner will be denied reasonable use of the site.
5. **APPRAISAL FEE:** The following sum shall be paid for completion of an acceptable appraisal.
The fixed fee of \$2,250, plus gross receipt tax, for each preliminary appraisal report for the each parcel (Total \$4,500 plus NMOT).
6. **DELIVERY:**
A. The Contractor agrees to submit the completed appraisal report and all copies to the U.S. Army Corp of Engineers with copy to the City of Alamogordo on or before the 15th calendar day following the effective date of value established by the Contractor.
B. The appraisal report and all copies shall be submitted within thirty (30) calendar days after official notice to proceed.
C. In the event that the completed report is not delivered to the US ACE and City within the agreed upon delivery date, a penalty of \$100.00 will be deducted from the fee for each calendar day the completed report is not delivered unless the Contractor has notified the City in writing ten (10) calendar days prior to that date showing good cause for the delay. The City shall have five (5) calendar days to accept or reject said delay. In no event shall the delivery exceed thirty (30) calendar days beyond the original due date. The penalty, as described above, shall be instituted regardless of reason the thirty-first

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Contract Agreement (continued)

(31st) calendar day after the extension of the original contract or any earlier agreed upon extension date, whichever occurs first.

7. UPDATING:

A. The Contractor will be paid for any modification of an accepted appraisal report or for any supplemental report where such request is made by the City within six months from the delivery of an approved appraisal report at the rate of \$175.00 per hour.

B. When a request for a supplemental appraisal or a modification of an accepted appraisal report is made more than six months after the delivery of an approved report, a sum equal to 50% of the original fee paid for the report will be paid for the modification or supplemental appraisal. In any event the minimum fee shall not be less than \$2,500.00.

Modifications to reports and supplemental appraisals are to be performed in accordance with the guidelines set forth under Schedule "A" hereof.

C. Any modification request prior to acceptance of the appraisal report will be accomplished at no cost to the City pursuant to provisions contained in ARTICLE 3 hereof.

8. INSPECTION(S): The appraiser is required to personally speak with the owner, their agents or representatives. In the case of this assignment this may require the appraiser of record to meet with owners' attorney, architect, accountants and others. The appraiser will invite the owner or his designated representative to accompany him/her in the detailed inspection of the property and to give careful, considerate attention to all information and comments offered. The owner may be a prime source of detailed information of importance.

PURCHASE AGREEMENT IN LIEU OF CONDEMNATION

This Purchase Agreement in Lieu of Condemnation is made on April __, 2017, by and between the City of Alamogordo, New Mexico, a New Mexico municipal corporation ("City"), and Christ Community Church Endowment Foundation, Inc. a domestic nonprofit corporation, of 2960 N. Scenic Drive, Alamogordo, New Mexico 88310 ("Property Owner").

RECITALS

Whereas, the Property Owner is the owner of certain real property and situated at 1338 N. Scenic Drive, Alamogordo, Otero County, New Mexico, and legally described as follows:

Tract A, Christ Community Summary Subdivision, Alamogordo, Otero County, New Mexico;

(the "Real Property"); and,

Whereas, the City has proposed the Alamogordo Flood Control Project known as the McKinley Channel, Phase VIII, Project No. EN0226 ("Project"); and,

Whereas, the City desires to acquire the Real Property to permit the laying out of the McKinley Channel, Phase VIII Project; and

Whereas, the City is statutorily authorized pursuant to section 3-18-10.A(1) NMSA 1978, to condemn private property for public use for the purpose of laying out, opening and widening streets, alleys and highways or their approaches; and

Whereas, the parties to have negotiated certain conditions, memorialized herein, related to the condemnation of the Real Property that will: (1) preclude the need for filing a condemnation petition and all issues related thereto; (2) transfer ownership of the Real Property to the City to be used for the Project; and (3) provide just compensation, are required by law, to the Property Owners for the Real Property, all conditioned upon the parties compliance with the terms and conditions of this Agreement.

NOW, THEREFORE, the City and the Property Owner agree as follows:

1. The City will pay to the Property Owner, as just compensation in lieu of condemnation for the Real Property the sum of **Twenty-three thousand dollars** (\$23,000.00) (the "Compensation"). Real estate taxes in the year of closing will not be prorated and the entire year's taxes shall be assumed by the City, to be paid when due, and the City shall reimburse the Property Owner at closing for any installments paid by the Property Owner prior to closing. Delinquent real estate taxes payable in years prior to the year of closing and delinquent installments of special assessments certified for collection in years prior to the year of closing, together with penalty, interest and costs, shall be paid by the Property Owner not later than the actual closing date. There is no earnest money required for this Agreement. Both parties acknowledge that there is legally sufficient consideration for entering into this Agreement. The Compensation shall constitute full payment for the Real

Property, including any and all claims for relocation payments, including but not limited to moving expenses and dislocation allowance, except as otherwise specifically provided for by this Agreement.

2. The Property Owner agrees to perform, and be bound to, the following:

(a) In exchange for the Compensation, the Property Owner shall convey the Real Property together with all of their right, title and interest in and to the Property to the City by warranty deed (the "Deed") on the Closing Date as hereinafter defined. The Property Owner represents and warrants that they hold marketable, fee title to the Property, that there are no encumbrances, subject to the provisions set forth at section 4 below and are able to convey the same in conformance herewith.

(b) The Property Owner agrees that they will not damage, dissipate, or commit waste on any portion of the Property between the date of execution of this Agreement and the Transfer Date, as hereinafter defined. Subject to the foregoing, the Property Owner shall surrender the Property to the City on the Transfer Date in as good condition (normal wear and tear excepted) as exists on the date of this Agreement.

(c) The Property Owner represents and warrants that, to the best of their knowledge, there is no litigation pending or threatened against them or the Property that arises out of the ownership of the Property and that might materially and detrimentally affect (i) the use or operation of the Property for the City's intended use, or (ii) the ability of the Property Owner to perform their obligations under this Agreement, or (iii) the value of the Property, or (iv) the Property Owner's ability to convey marketable title to the Property.

(d) The Property Owner represents and warrants that they have received no notice alleging any default or breach on their part under any covenants, conditions, restrictions, rights of way or easements that may affect them in respect to the Property or that may affect the Property or any portion thereof and no such default or breach now exists.

(e) The Property Owner represents and warrants that they have no knowledge of the release of or presence of any hazardous materials on, in, from or onto the Property ("Hazardous Materials" meaning any hazardous or toxic substance, petroleum product or wastes that are regulated or subject to cleanup authority under any state, federal or local statute, rule, regulation or ordinance).

(f) If any of the above requirements are breached or are otherwise not met, the City shall be allowed to proceed, in its sole discretion, with filing and prosecution of the Action.

3. The parties hereby acknowledge that they have entered into this Agreement under the premise that the Real Property is necessary for a public use by the City. Subject to all the provisions of this Agreement, the closing of the transaction shall occur on or before _____, 2017, (the "Closing Date") unless otherwise mutually agreed to by the parties in writing.

4. The Property Owner acknowledge that the Real Property is encumbered with a mortgage or deed of trust in favor of a lending institution securing certain obligations of the

Property Owner and thereby giving these institutions interests in the Real Property (the "Encumbrances"). The Property Owner agrees to be exclusively responsible for all obligations under, or on the Encumbrances and hereby indemnify the City against any loss or damages the City may incur as a result of any default of the Encumbrances and any related promissory notes. Property Owner will provide either a release or satisfaction of mortgage for all Encumbrances that encumber the Real Property. The Property Owner shall be reimbursed for, or the City will pay, all reasonable expenses the Property Owner incurs in obtaining a release of the Encumbrances. Whenever feasible, the City shall pay these costs directly so that the Property Owner will not have to pay such costs and then seek reimbursement from the City.

5. In consideration of payment of the Compensation set forth at section 1 above, the Property Owner shall release the City from any and all other costs, expenses, claims or liabilities arising from, or that may arise from the conveyance of the Real Property to the City and from the City's construction, installation and operation of the Improvements.

6. In the event that either party believes that the other has not met or fulfilled any of the requirements of this Agreement, then upon delivery of written notice to the noncomplying party, said non-complying party shall have thirty days to cure any alleged non-compliance or breach of this Agreement. If after the expiration of said thirty day period, the party alleged to have breached this Agreement has failed to cure the alleged non-compliance, then either party may take any necessary action to enforce the terms and conditions of this Agreement, including writs of injunction, mandamus, or declaratory relief, and shall be entitled to any other relief provided at law or equity, including specific performance.

7. The individuals signing for the parties below affirm that they have all received the requisite approvals from the parties to this Agreement and have the authority to sign this Agreement.

8. Upon completion of the mutual obligations set forth herein, the parties forever waive any and all claims for damages or otherwise of any kind or nature known or unknown related to the subject matter of this Agreement.

9. The parties recognize, acknowledge and agree that this Agreement is a mutual compromise of the claims that each party may have had against the other, that each party admits no liability of any sort, and that this amount is a settlement and compromise for the sole purpose of terminating any and all controversies between the parties hereto.

10. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

11. This Agreement and the parties' rights hereunder shall be governed by and construed in accordance with the laws of the State of New Mexico, without recourse to any

principle of Conflicts of Laws and the parties agree that the venue of any suits shall lie exclusively in Otero County, New Mexico.

12. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach. Any party hereto, by notice, and only by notice as provided herein, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13. This Agreement and its provisions are intended solely for the benefit of the parties hereto. No other person or entity is intended as a third-party beneficiary of any obligation or benefit of any of the parties hereunder. However, this Agreement shall inure to the benefit of and shall be binding upon the parties' respective successors and assigns.

14. Each party hereto acknowledges that such party has read this Agreement and understands its contents, that such party has had the opportunity to have this Agreement reviewed by an attorney of such party's choice, and that such party either has consulted with an attorney or has voluntarily chosen not to consult with an attorney before signing this Agreement.

15. In case anyone or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided that any such revision does not obviate the parties substantial intent in entering into this Agreement.

16. The entire agreement between the parties hereto relating to this Agreement is contained herein and incorporates all written and oral understandings. Only a written instrument executed by the parties subsequent to the date hereof may amend this Agreement.

PROPERTY OWNER
Christ Community Church Endowment Foundation, Inc.

By: _____
PK Koehne, Associate Pastor

Federal Taxpayer Identification Number: _____

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Lauren E. A. Truitt, City Attorney

PURCHASE AGREEMENT IN LIEU OF CONDEMNATION

This Purchase Agreement in Lieu of Condemnation is made on April __, 2017, by and between the City of Alamogordo, New Mexico, a New Mexico municipal corporation ("City"), and Christ Community Church Endowment Foundation, Inc. a domestic nonprofit corporation, of 2960 N. Scenic Drive, Alamogordo, New Mexico 88310 ("Property Owner").

RECITALS

Whereas, the Property Owner is the owner of certain real property and situated at 3001 Thunder Road, Alamogordo, Otero County, New Mexico, and legally described as follows:

Tract B, Christ Community Summary Subdivision, Alamogordo, Otero County, New Mexico;

(the "Real Property"); and,

Whereas, the City has proposed the Alamogordo Flood Control Project known as the McKinley Channel, Phase VIII, Project No. EN0226 ("Project"); and,

Whereas, the City desires to acquire the Real Property to permit the laying out of the McKinley Channel, Phase VIII Project; and

Whereas, the City is statutorily authorized pursuant to section 3-18-10.A(1) NMSA 1978, to condemn private property for public use for the purpose of laying out, opening and widening streets, alleys and highways or their approaches; and

Whereas, the parties to have negotiated certain conditions, memorialized herein, related to the condemnation of the Real Property that will: (1) preclude the need for filing a condemnation petition and all issues related thereto; (2) transfer ownership of the Real Property to the City to be used for the Project; and (3) provide just compensation, are required by law, to the Property Owners for the Real Property, all conditioned upon the parties compliance with the terms and conditions of this Agreement.

NOW, THEREFORE, the City and the Property Owner agree as follows:

1. The City will pay to the Property Owner, as just compensation in lieu of condemnation for the Real Property the sum of **Fifteen thousand dollars** (\$15,000.00) (the "Compensation"). Real estate taxes in the year of closing will not be prorated and the entire year's taxes shall be assumed by the City, to be paid when due, and the City shall reimburse the Property Owner at closing for any installments paid by the Property Owner prior to closing. Delinquent real estate taxes payable in years prior to the year of closing and delinquent installments of special assessments certified for collection in years prior to the year of closing, together with penalty, interest and costs, shall be paid by the Property Owner not later than the actual closing date. There is no earnest money required for this Agreement. Both parties acknowledge that there is legally sufficient consideration for entering into this Agreement. The Compensation shall constitute full payment for the Real

Property, including any and all claims for relocation payments, including but not limited to moving expenses and dislocation allowance, except as otherwise specifically provided for by this Agreement.

2. The Property Owner agrees to perform, and be bound to, the following:

(a) In exchange for the Compensation, the Property Owner shall convey the Real Property together with all of their right, title and interest in and to the Property to the City by warranty deed (the "Deed") on the Closing Date as hereinafter defined. The Property Owner represents and warrants that they hold marketable, fee title to the Property, that there are no encumbrances, subject to the provisions set forth at section 4 below and are able to convey the same in conformance herewith.

(b) The Property Owner agrees that they will not damage, dissipate, or commit waste on any portion of the Property between the date of execution of this Agreement and the Transfer Date, as hereinafter defined. Subject to the foregoing, the Property Owner shall surrender the Property to the City on the Transfer Date in as good condition (normal wear and tear excepted) as exists on the date of this Agreement.

(c) The Property Owner represents and warrants that, to the best of their knowledge, there is no litigation pending or threatened against them or the Property that arises out of the ownership of the Property and that might materially and detrimentally affect (i) the use or operation of the Property for the City's intended use, or (ii) the ability of the Property Owner to perform their obligations under this Agreement, or (iii) the value of the Property, or (iv) the Property Owner's ability to convey marketable title to the Property.

(d) The Property Owner represents and warrants that they have received no notice alleging any default or breach on their part under any covenants, conditions, restrictions, rights of way or easements that may affect them in respect to the Property or that may affect the Property or any portion thereof and no such default or breach now exists.

(e) The Property Owner represents and warrants that they have no knowledge of the release of or presence of any hazardous materials on, in, from or onto the Property ("Hazardous Materials" meaning any hazardous or toxic substance, petroleum product or wastes that are regulated or subject to cleanup authority under any state, federal or local statute, rule, regulation or ordinance).

(f) If any of the above requirements are breached or are otherwise not met, the City shall be allowed to proceed, in its sole discretion, with filing and prosecution of the Action.

3. The parties hereby acknowledge that they have entered into this Agreement under the premise that the Real Property is necessary for a public use by the City. Subject to all the provisions of this Agreement, the closing of the transaction shall occur on or before _____, 2017, (the "Closing Date") unless otherwise mutually agreed to by the parties in writing.

4. The Property Owner acknowledge that the Real Property is encumbered with a mortgage or deed of trust in favor of a lending institution securing certain obligations of the

Property Owner and thereby giving these institutions interests in the Real Property (the "Encumbrances"). The Property Owner agrees to be exclusively responsible for all obligations under, or on the Encumbrances and hereby indemnify the City against any loss or damages the City may incur as a result of any default of the Encumbrances and any related promissory notes. Property Owner will provide either a release or satisfaction of mortgage for all Encumbrances that encumber the Real Property. The Property Owner shall be reimbursed for, or the City will pay, all reasonable expenses the Property Owner incurs in obtaining a release of the Encumbrances. Whenever feasible, the City shall pay these costs directly so that the Property Owner will not have to pay such costs and then seek reimbursement from the City.

5. In consideration of payment of the Compensation set forth at section 1 above, the Property Owner shall release the City from any and all other costs, expenses, claims or liabilities arising from, or that may arise from the conveyance of the Real Property to the City and from the City's construction, installation and operation of the Improvements.

6. In the event that either party believes that the other has not met or fulfilled any of the requirements of this Agreement, then upon delivery of written notice to the noncomplying party, said non-complying party shall have thirty days to cure any alleged non-compliance or breach of this Agreement. If after the expiration of said thirty day period, the party alleged to have breached this Agreement has failed to cure the alleged non-compliance, then either party may take any necessary action to enforce the terms and conditions of this Agreement, including writs of injunction, mandamus, or declaratory relief, and shall be entitled to any other relief provided at law or equity, including specific performance.

7. The individuals signing for the parties below affirm that they have all received the requisite approvals from the parties to this Agreement and have the authority to sign this Agreement.

8. Upon completion of the mutual obligations set forth herein, the parties forever waive any and all claims for damages or otherwise of any kind or nature known or unknown related to the subject matter of this Agreement.

9. The parties recognize, acknowledge and agree that this Agreement is a mutual compromise of the claims that each party may have had against the other, that each party admits no liability of any sort, and that this amount is a settlement and compromise for the sole purpose of terminating any and all controversies between the parties hereto.

10. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

11. This Agreement and the parties' rights hereunder shall be governed by and construed in accordance with the laws of the State of New Mexico, without recourse to any

principle of Conflicts of Laws and the parties agree that the venue of any suits shall lie exclusively in Otero County, New Mexico.

12. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach. Any party hereto, by notice, and only by notice as provided herein, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13. This Agreement and its provisions are intended solely for the benefit of the parties hereto. No other person or entity is intended as a third-party beneficiary of any obligation or benefit of any of the parties hereunder. However, this Agreement shall inure to the benefit of and shall be binding upon the parties' respective successors and assigns.

14. Each party hereto acknowledges that such party has read this Agreement and understands its contents, that such party has had the opportunity to have this Agreement reviewed by an attorney of such party's choice, and that such party either has consulted with an attorney or has voluntarily chosen not to consult with an attorney before signing this Agreement.

15. In case anyone or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided that any such revision does not obviate the parties substantial intent in entering into this Agreement.

16. The entire agreement between the parties hereto relating to this Agreement is contained herein and incorporates all written and oral understandings. Only a written instrument executed by the parties subsequent to the date hereof may amend this Agreement.

PROPERTY OWNER
Christ Community Church Endowment Foundation, Inc.

By: _____
PK Koehne, Associate Pastor

Federal Taxpayer Identification Number: _____

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Lauren E. A. Truitt, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/19/2017

Report No: 13.

Submitted By: Stella Rael

Subject: Consider, and act upon, Ordinance 1537 for first publication for a map amendment to the official zoning map of the City of Alamogordo to rezone the properties located at 2310 & 2400 Collins Ave. from M-2 Industrial District to R-4 Multiple Family Dwelling District. Case Z-2017-001(A) (*Darron Williams, City Planner*) **Roll Call Required**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends approval of ordinance 1537 for first publication.

Background: The Alamogordo Daily News published notice of this hearing on March 12, 2017. Staff mailed seven (7) letters by certified/return receipt mail to all property owners of record within two hundred (200) feet from the properties excluding public right-of-way, of the properties for which the rezoning is sought. As of this writing, staff has received one letter returned as undeliverable and no written responses to this office

ORDINANCE No. 1537

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS 2310 & 2400 COLLINS AVE. FROM THEIR PRESENT DESIGNATION AND ZONING DISTRICT OF M-2 INDUSTRIAL DISTRICT TO R-4 MULTIPLE FAMILY DWELLING DISTRICT, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.

WHEREAS, Clarence F. & Sharon K. Hertzner (hereinafter referred to as "the Owners") are the owners of certain real properties commonly known as 2310 Collings Ave. and 2400 Collins Ave. and legally described below (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

WHEREAS, an application has been filed in the Applicants names under Case No. **Z-2017-0001(A)** to change the zoning of the Property, and

WHEREAS, the Planning and Zoning Commission, after notice and hearing did recommend to the City Commission adoption of an ordinance amending the zoning map by removing the Property from the present designation and zoning district of M-2 Industrial District to R-4, Multiple Family Dwelling District; and

WHEREAS, the City Commission, after notice and hearing, finds and determines that the application for re-zoning of the Property is in the public interest and is consistent with proper development of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION, THAT the zoning of the Property, which is more fully described below:

**Sunflower Subdivision Lots 1 & 2, Alamogordo, Otero County,
New Mexico**

Is hereby changed from M-2 Industrial District to R-4, Multiple Family

Dwelling District; and; the official zoning map and comprehensive plan of the City are hereby amended to reflect this change.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2017

**CITY OF ALAMOGORDO, NEW MEXICO a
New Mexico municipal corporation**

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Lauren Truitt, Assistant City Attorney

Record of Decision
City of Alamogordo
A New Mexico Municipal Corporation

Case#: **Z-2017-0001(A)**

For the Subject Property as follows:

Commonly Known As: **2310 Collins Ave. & 2400 Collins Ave**

Uniform Property Code & Parcel Code: **01N-4-053-098-252-026 & 01N-4-053-098-252-053**

Legal Description: **SUNFLOWER SUBDIVISION LOTS 1 & 2, ALAMOGORDO, OTERO
COUNTY, NEW MEXICO**

The Alamogordo Planning & Zoning Commission considered this item on **April 6, 2017** and recommended the following action to the Alamogordo City Commission by a vote of **3-0-0**

Approve the rezoning of the property detailed above for Case # **Z-2017-0001(A)**.

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

Approve as recommended for first publication Ordinance # 1537

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

Approve as recommended for final publication Ordinance #1537 .

Attest:

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

Rachel Hughs, City Clerk

Richard Boss, Mayor



City of Alamogordo

City Commission



Rezoning Request Case:
Z-2017-0001(A)

Darron Williams, City Planner
April 25, 2017

Zoning Request Case: Z-2017-0001(A)



Request:

The applicants are requesting a map amendment to the official zoning map of the City of Alamogordo to rezone the properties located at 2310 & 2400 Collins Avenue from M-2 Industrial to R-4 Multiple Family Dwelling.

Owner(s)/Applicant:

Clarence F. & Sharon K. Hertzner
91 Calle de Paz
Alamogordo, NM 88310

Zoning Request Case: Z-2017-0001(A)



Section 29-01-020 - Amendments and Changes

Petition for amendment. From time to time, the city, after public notice and hearing, may amend the zoning regulations and established districts. Amendment may be initiated by motion of the city commission; by petition of the owners of the property to be affected; or by petition of one (1) or more agents, designated in an acknowledged power of attorney, or owner or owners of the property affected. Every such proposed amendment shall be considered by the planning and zoning commission before being considered by the city commission.

Zoning Request Case: Z-2017-0001(A)



Zoning Request Case: Z-2017-0001(A)



Zoning Request Case: Z-2017-0001(A)



Findings of Fact

- 1. The properties are located at 2310 & 2400 Collins Ave. within the M-2 Industrial District; more specifically identified as Tax Parcels #01-00328 & 01-12049
- 2. The request is for a map amendment to rezone the property to R-4 (Multiple Family Dwelling).
- 3. The application was filed on March 6, 2017
- 4. The legal notice was published on March 12, 2017
- 5. Seven (7) letters were mailed by certified/return receipt mail to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property for which the rezoning is sought.
- 6. As of April 24, 2017 there was one letter returned undeliverable and no phone calls or letters of protest have been received from property owners within the two hundred radius of the proposed zoning.
- 7. Planning and Zoning Commission recommended approval by a vote of 3-0-0, at the regularly scheduled meeting of April 6, 2017.

Zoning Request Case: Z-2017-0001(A)



Staff Recommends:

To accept the finding of facts as presented and approve Zone Request Case:
Z-2017-0001(A).

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/21/2017

Report No: 14.

Submitted By: Cheryl Otero Baker

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Mayor's Committee on Aging, Planning and Zoning Commission, Senior Volunteer Programs Advisory Council

Background:

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

Alamogordo Disability Council. Two (2) vacancies. Staff Liaison - ****No Staff Liaison appointed to this Council**** (Openings due to the expired terms of Lori Adam and Rita Martinez) No nominations received.

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

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

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

Mayors Committee on Aging. Three (3) vacancies. Staff Liaison – Britney Courtier
(Openings due to the resignation of Dawn Lewis, David Day and Josephine Chavez)

The following individuals have applied for appointment to this committee:

Doris V Neasham - if appointed, this will be her first term

Barbara Jo Telles - if appointed, this will be her first term

Parks and Recreation Board. One (1) vacancy. Staff Liaison - Veronica Ortega
(Openings due to the resignation of Doris Neasham)

Planning & Zoning Commission. One (1) vacancy. Staff Liaison - Stella Rael
(Opening due to the resignation of Darron Williams)

The following individual has applied for appointment to this council:
David A Gonzalez - if appointed, this will be his first term.

Senior Volunteer Programs Advisory Council. Five (5) vacancies. Staff Liaison - Julie Baker (Openings due to the resignations of Jennifer Euler, Laura L Blackmon, William Whitley, Thomas Rich V, and James Rodgers.)

The following individual has applied for appointment to this council:
John Ely - if appointed, this will be his first term.

MAYOR'S COMMITTEE ON AGING

RECEIVED

APR 10 2017

CITY CLERK

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

Name: Doris V. Neasham
Home Phone: 575-415-3730 Work Phone: N/A
Cell Phone: 575-551-8333 Fax No: N/A
e-mail address: DORIEN 3730@GMAIL.COM
Physical Address: 301 Panorama Blvd Apt #605 Alamogordo NM 88310
Is the above address within City limits? Yes ☒ No ☐
Mailing Address: Same as above
Present Employer: Retired Job Title: N/A

Board/Committee you wish to serve on: Mayors -

First choice: Committee on Aging

Second choice: _____

Are you related to anyone who is presently employed by the City of Alamogordo:

Yes ☐ No ☒ If so, what is their relation to you? _____

Are you related to any Elected Official of the City of Alamogordo?

Yes ☐ No ☒ If so, what is their relation to you? _____

Experience and education relating to the Board/Committee: 1 yr college
Served 3 yrs on the Board of Parks &
Rec.

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

I feel at my age and what I've
been through. I hopefully can be
an asset to the committee.

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396

RECEIVED

APR 12 2017

CITY CLERK

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

Name: Barbara Jo Telles
Home Phone: 575-491-4883 Work Phone: N/A
Cell Phone: 575-491-4883 Fax No: N/A
e-mail address: barb-telles@yahoo.com
Physical Address: 2202 Cornell Apt A
Is the above address within City limits? Yes ☒ No ☐
Mailing Address: 2202 Cornell Apt A Alamogordo, NM
Present Employer: retired Job Title: 88310

Board/Committee you wish to serve on:

First choice: Mayor's Committee on Aging
Second choice: _____

Are you related to anyone who is presently employed by the City of Alamogordo:

Yes _____ No ☒ If so, what is their relation to you? _____

Are you related to any Elected Official of the City of Alamogordo?

Yes _____ No ☒ If so, what is their relation to you? _____

Experience and education relating to the Board/Committee: I have
served on the Senior Advisory Committee from
2007-2009 and as a ^{PSUP} Volunteer from 2003-
2011 until husband's illness. I am a retired
elementary teacher from APS.

Please indicate your interest in serving on a City Board/ Committee: at age 72,
and as a widow, I now have time to devote
to a committee. I feel I could
make a difference to the elderly and
aging population of Alamogordo.

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396

**PLANNING
AND
ZONING
COMMISSION**

RECEIVED

APR 19 2017

CITY CLERK

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

Name: David A Gonzalez
Home Phone: 575-442-1245 Work Phone: 575-585-8165
Cell Phone: 575-442-1245 Fax No: 575-
e-mail address: mdcclavc@gmail.com
Physical Address: 3851 Basswood
Is the above address within City limits? Yes ☒ No ☐
Mailing Address: 544
Present Employer: TBTC Job Title: Sales Engineer

Board/Committee you wish to serve on:

First choice: Planning & Zoning Board

Second choice: _____

Are you related to anyone who is presently employed by the City of Alamogordo:

Yes _____ No ☒ If so, what is their relation to you? _____

Are you related to any Elected Official of the City of Alamogordo?

Yes _____ No ☒ If so, what is their relation to you? _____

Experience and education relating to the Board/Committee: Born & Raised
in Alamogordo. Committed to making our community great.
20+ year business owner. Rotarian, Past CSO chair.

Please indicate your interest in serving on a City Board/ Committee: Very excited
to contribute to our community.

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (505)439-4205
FAX: (505)439-4396

SENIOR VOLUNTEER
PROGRAMS ADVISORY
COUNCIL



RECEIVED

APR 10 2017

CITY CLERK

CITY OF ALMOGORDO
APPLICATION FOR
SENIOR ADVISORY COUNCIL

Name: John ELY Birth Date: 7-30-54

Home Phone: 434-5040 Cellular or Work Phone: 442-5992

Home Address: 1610 Juniper Dr., Alamo.

Do you live within City limits? yes

Present Employer: self-employed Job Title: Consultant (Health research)

Board/committee you wish to serve on is: Senior Advisory Council for the Senior Volunteer Programs. Are you currently serving on any other City of Alamogordo boards? No

Are you related to anyone who is presently employed by the City of Alamogordo? No

If yes, their name and relationship to you: —

Are you related to any Elected Official of the City of Alamogordo? No

If yes, their name and relationship to you: —

Experience and education relating to the Board /Committee: I'm a senior (60+ yr old) myself, with a Master's in Public Health, and a member of the Alamo Co. Community Health Council, & three yrs experience (volunteer) in local public health nonprofits. I've served professionally on very many Boards and Committees (including Amer. Red Cross).

Please indicate your interest in serving on a City Board/Committee: I've been a volunteer instructor at the ASC Fitness Center for 2 yrs with an active interest in senior physical fitness, health and psychological well-being. I can contribute more and I am glad to help with initiatives, assessment etc. by serving on the SVP Council.

Please return or mail to: City Clerk
City of Alamogordo
1376 E. Ninth Street
Alamogordo, New Mexico 88310

RÉSUMÉ

John Ely, Ph.D., M.P.H.
(575) 434-5040 / John10ely@gmail.com

EDUCATION

- Ph.D., Pennsylvania State University (Biosocial Anthropology; Statistics minor.)
- M.P.H., New Mexico State University, Las Cruces NM (Epidemiology focus; *Summa cum laude*)
- M.A., Pennsylvania State University (Anthropology)
- B.S., Grand Valley State University (Psychology)

GOALS

- To apply my knowledge, skills and experience in epidemiology, biostatistics, grant writing, health education, project management and program assessment to improve health in underserved populations.

RELEVANT SKILLS

- Computer Software (Excel, Access, Word, PowerPoint; statistical software; data-mining/curation)
- Epidemiology (Program assessment, observational design, descriptive and association studies)
- Grant-writing and Project Management (NIH, NM-DOH, Rotary International grantsmanship)
- Health Education & Traditional Medicine (Yoga, Qi Gong, Meditation/Relaxation instructor)
- Scientific Communication (Public speaking/presentations, literature surveys, scientific publications)
- Statistics (ANOVA/design, categorical data; meta-analyses; SAS, STATA, SYSTAT)

POSITIONS HELD

- **Founder & Chief Scientific Officer.** MAEBIOS, Alamogordo, NM, 2015-Present. Strategic leadership & applied research in Medical Anthropology. Study design, grant-writing, population health; program assessment; traditional medicine, health education, health surveys.
- **Scientist & Behaviorist,** APF/CRL, Alamogordo NM, 2004-14. Primate biobehavioral health surveillance. Program assessment; epidemiology, statistical analyses, scientific communication; contract preparation. Chair, IACUC & Sci. Advisory Committee.
- **Scientist,** Diagon/Bioqual, Rockville MD, 1998-2004. Director & PI, Comp. Neurogenomics Lab. DNA sequencing/genotyping; budget, lab & personnel management; grant writing; statistics, database.
- **Research Scientist,** Trinity Univ. Biology, San Antonio TX, 1991-1998. Scientific Director, Primate Genetics lab. Supervised/trained students/technicians, wrote DNA protocols, NIH grants & papers.
- **Post-doctoral Research Associate,** Univ Pittsburgh Human Genetics, Pittsburgh PA, 1988-1991. Blood/Serum processing, database curation, DNA typing, population genetics, pedigree analyses.
- **Independent Statistical Analyst.** 1985-1987. State College, PA. Statistical analysis of survey data, graduate theses and dissertations (SAS, SPSS).
- **Computing Consultant.** 1982-1984. Penn State Univ, Liberal Arts Data Lab/Center for Computing Assistance. Word processing, programming, statistical analysis and consulting (SAS, SPSS, BMDP).

EPIDEMIOLOGY AND PUBLIC HEALTH VOLUNTEER EXPERIENCE

- **Health Education.** 2015-present. Qi Gong for Health, Alamo Senior Center, Qi Gong, NMSU-A.
- **Public Health Specialist.** 2014-15. CAPPED, Inc. Epidemiology, IT, contracts, assessment (848 hrs).
- **Otero County Community Health Council.** Member, 2014-present.
- **Epidemiologist.** 2010-12. CDC Maternal/Child Health El Paso, TX. Statistics of birth data (1248 hrs).
- **Public Health Advocate.** 2010-11. NM-GRADS, Alamogordo NM. Community organizing (336 hrs).
- **Health Education.** 2005-09. Yoga for Lifelong Fitness. NMSU-A Community Education (200 hrs).

TEACHING EXPERIENCE

- 2012. Mind/Body & Complementary/Alternative Med. NMSU Public Health Sci., Adjunct Professor.
- 2003. Introduction to Bioinformatics. Hood College Biology, Frederick MD, Adjunct Professor.

- 1999. Genes & Disease. Johns Hopkins University, Rockville MD. Guest lecturer.
- 1991-98. Genetics & Human Affairs; Molecular Cell Biology, Trinity Univ. Biology, San Antonio, TX.
- 1995. Molecular Anthropology. University of Delhi, Anthropology, New Delhi, India.
- 1992-95. Medical Genetics. UT Health Science Center, Cellular Structural Biology, San Antonio, TX.

COMMITTEES/CONSULTANT/COMMUNITY SERVICE

- Adjunct Research Professor, MD Anderson Cancer Center/MEKC, Bastrop TX, 2015-Present.
- Affiliate Scientist, Geo. Washington Univ. Anthropology.
- Member, Otero Co. Community Health Council & Healthy Eating Active Living, 2015-present.
- Consultant (Genetics, Grant-writing), MD Anderson Cancer Center, Bastrop TX, 2014-present.
- Consultant (Genetics, population health) OUHSC Comparative Medicine, OK City, OK (2011-2012).
- Consultant (Genetics, population health) Biodia, Inc., Mauritius (2007-2008).
- NIH Special Emphasis Panel, Grant Review Committees (Genetics, Behavior), 2010-Present.
- Member, Board of Directors, American Red Cross, Frederick MD, 2003-2004.
- Geneticist, National Institutes of Health, CBRP Management Committee, 1989-1994.

HONORS/AWARDS/GRANTS

- Improving Health Outcomes for Rural New Mexico (VanWinkle & Ely, PIs). NM DOH 2014-17.
- National Rural Health Association, Minority Health Conference Award, Albuquerque, NM, 2008.
- DNA Sequence Variation in Alzheimer Disease Genes (R43-AG17802-01) NIH grant 2001-03.
- Genetic Management of Chimp Biomedical Research Program (R24-RR08083), NIH grant 1996-2001.
- University Teachers Serving in Developing Countries, Rotary International grant, Delhi, India, 1995.

PUBLICATIONS

- 55 scientific papers, 69 presentations, 18 student presentations & 1 MS thesis, including:
- 2013. Ely JJ et al. Censored data analysis of hepatitis & C-reactive protein. J Biomarkers 2013: 709740.
- 2013. Ely JJ, Zavaskis T. Hypertension increases with aging & obesity. Zoo Biol 32(1): 79-87.
- 2012. Ely JJ, Wilson SW. Modernization, stress & diabetes risk US-Mexico border. Anthro News 53(4): 37.
- 2011. Ely JJ, Zavaskis T, Wilson SL. Diabetes & stress: Anthropological review. Rur Rem Health J 11:1758.

SEMINARS/WORKSHOPS/CONFERENCES/FURTHER TRAINING

- Opening the Energy Gates of the Body. TX School Tai Chi & Healing. Nov 2016.
- Systematic Review and Meta-Analysis. Johns Hopkins University/Coursera MOOC. August 2015.
- Cancer Support Now: Peer Support Facilitation Training. 15 hr Certificate. May 2015.
- Assessment in Public Health. NM Public Health Learning Collaborative, 8 hr Certificate, 2013.
- SAS Programming Introduction: Basic Concepts. 20 hr Certificate, 2012.
- Logistic Regression. Ohio State University Summer School in Public Health, 40 hr Certificate, 2012.
- Epidemiological Methods. Univ. Michigan Summer Session Epidemiology, 40hr Certificate 2011.
- Yoga Teacher Certification 1.Yoga for Body, Breath, Mind. 2.Yoga Therapy. Svastha Yoga Ayurveda, Chennai, India. AG & Indra Mohan, Instructors. 280 hr Diplomas. Nov 2004 & 2005.
- Nei Gong. Body Balance Healing Arts (Pat Hancock, Instructor), Clarksburg, MD (40 hr). 2003-04.
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REFERENCES

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AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/18/2017

Report No: 15.

Submitted By: Debbie Osborne

Subject: Work session with Mark Roper from the New Mexico Economic Development Department. A presentation will be made demonstrating how the City of Alamogordo can use our increments of the New Mexico GRT for economic development. (*Julianne Hall, Finance Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: The City of Alamogordo's economic development plan was created in 1996 and in 2000 the City implemented two 1/16% increments of municipal infrastructure gross receipt's tax for the purpose of furthering economic development. The City's economic development plan needs to be updated, therefore Mark Roper from NMEDD was contacted to present suggestions on updating the plan and how to use our economic development GRT most effectively.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 04/25/2017

Report Date: 04/18/2017

Report No: 16.

Submitted By: Rachel Hughs

Subject: Recess into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss threatened and pending litigation: Medeiros proposed condemnation and APD Facebook issue and Limited Personnel Matters (City Manager contract). **(Roll Call Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: