Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

October 24, 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 .... City Manager
Petria Schreiber .... 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 a the north entrance of the City Hall, distributed to the appropriate news media, and posted on the City website: http://ci.alamogordo.nm.us within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Alamogordo website: http://ci.alamogordo.nm.us

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

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.

1. Approve the minutes for the October 10, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*

2. Approve the 2016 General Obligation Bond Agreement with the New Mexico State Library. *(Sharon Rowe, Library Manager)*

3. Approve the Lodger's Tax Expenditures for Tourism & Travel. *(Michelle Brideaux, Communications & Marketing Administrator)*

ITEMS REMOVED FROM CONSENT AGENDA

UNFINISHED BUSINESS

4. Consider, and act upon, Ordinance 1545 for final publication to authorize the issuance and sale of the City of Alamogordo, NM, General Obligation refunding bonds, Series 2017, in the aggregate principal amount of $5,175,000 for the purpose of defraying the cost of refunding, paying, discharging and liquidating the City of Alamogordo, NM General Obligation Bonds, Series 2009, etc. *(Chris Muirhead, Modrall Sperling Attorney)* **(Roll Call Vote Required)**

NEW BUSINESS

5. Consider, and act upon to receive a grant award from the Department of Homeland Security Assistance to Firefighters Grant Program. *(Jim LeClair, Fire Chief)*

6. Consider, and act upon, award of RFQ No. 2017-02, Professional Engineering Services for Washington Avenue Drainage Improvements, PW1718 to Smith Engineering, and approve negotiations of the professional design services agreement. *(Edward Balderrama, Project Manager)*

7. Consider and act upon, first publication of Ordinance No. 1549 adopting the 2017 revisions of the New Mexico Uniform Traffic Ordinance 2010 Compilation through July 2017. *(Petria Scheriber, City Attorney)* **(Roll Call Vote Required)**

8. Consider, and act upon, award of Public Works Bid No. 2017-011 to D & R Tank Company, related to the Rehab Green GSR project, in an amount not to exceed $1,291,680.00, including NMGRT. *(Bob Johnson, Engineering Manager)*

9. Consider, and act upon, the proposed Event Sponsorship Policy and Proposed Special Event Fees. *(Regina Michaud, Recreation Center Manager)*

10. Consider and act upon, the approval of a Gross Receipts Investment Program (GRIP) application from Malhotra Foods, Inc. dba Subway. *(Petria Schreiber, City Attorney)*

11. Consider and act upon, award IFB No. 2017-09 to multiple vendors, in the amount not to exceed $138,364.45 related to Miscellaneous Foods, Dairy Products & Items for the Alamogordo Senior Center Nutrition Program. *(Veronica Ortega, Community Services Director)*

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

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/24/2017 **Report Date:** 10/15/2017 **Report No:** 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the October 10, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
October 10, 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, CITY MANAGER
PETRIA SCHREIBER, 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. Commissioner Sikes was as absent. Clerk Hughs announced there was a quorum present. Invocation was given by Commissioner Payne and the Pledge of Allegiance was led by Commissioner Turnbull.

Clerk Hughs said City staff would like to pull Item 10 from the agenda.

APPROVAL OF AGENDA

Mayor Pro-Tem Hernandez moved to approve the agenda as amended.
Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-0-0.

PRESENTATIONS

1. Presentation of the Aftermath K9 video. ***(Daron Syling, Police Chief)***

Police Chief Syling said the Aftermath Company came to the City of Alamogordo and did a follow up story from when they won the Aftermath grant last year, they captured the spirit of our K9 Unit pretty well. Voting starts tomorrow for the Aftermath Grant. He showed the Aftermath K9 video. (Please go to YouTube to see Aftermath K9 video).

Police Chief Syling said this is the video that goes out Nationwide. I was proud of what they produced for our Department. Our K9 Unit is doing some phenomenal things right now and for those listening at home aftermath.com/k9competition, vote with every email address that you have. Mayor Boss asked Police Chief Syling to share some information of an event that happened today. He said Alamogordo Police Department responded to an attempt to locate a federal fugitive. The subject had been wanted for several days and basically evaded escape. When officers arrived on scene, he barricaded himself inside a house. He was armed with a knife and refused to come out. We introduced or employed K9 Moika into the house and Moika did physically apprehend the subject, kept him from retrieving the knife and was taken into custody with no injuries. This is exactly what our K9 Unit is there for and all my Officers went home safe. The fugitive did have some injuries to his arm when he was apprehended by the K9, but we got all the officers' home and we got the guy home. Had he produced that knife and we didn't have the option of a K9, it could have been an entirely different outcome of events.

2. JLUS Mapping Tool presentation. ***(Darron Williams, City Planner and Adrian Johnson*****)**

City Planner Williams introduced Adrian Johnson, Project Manager for this project. She said in 2012, the Department of Defense awarded a grant to Dona Ana County and its partners to conduct a study to look at land compatibility issues between the Military Installations, Counties, Communities and Federal Agencies. This particular joint land use study was one of the largest ones that they ever conducted. It involved surrounding Military Installations, Several New Mexico Counties and Municipalities along with numerous Federal and State agencies. It consisted of about 22,760 acres of land that they looked at. During the period of 2012 and 2015, there were two particular groups that were formed as a policy group and a technical group. Those two groups looked at the issues and they came up a bunch of strategies on how we can possibly mitigate issues on encroachment to the Military installations as well as hindering community's growth. After they came up with the strategies they went back to the Department of Defense and they awarded them a second grant. This grant was for them to take a committee of specific representatives to work together and implement the strategies. These strategies were then grouped into four work groups. They looked at airspace, renewable energy resources, plans and ordinances, and communications and noise. Where we are in New Mexico, we have some of the premier airspace in the Country. That became our biggest working group, as well as renewable energy. Our major goal behind this was how we can create more effective, cohesive coordination between the Military installations, the agencies and the communities around. We came up with a website. She showed the new website. She said the old website focused on just the study area. Now we tried to move into the implementation stage. She said we have the Joint Land Use .org website. This website is for anyone. She showed information available on this website. She said the implementation committee meets every three months at various locations.

City Planner Williams said the intent was to improve communications in regards to military operations, civilian operations, and development. They came up with JLUS tool itself. It allows the person that is activating the website to select what kind of information they want to look at. It is a multipurpose tool and we have included all the partners that have a digital map input that we can access. One of the tools that we are working to implement is an energy management tool.

PUBLIC COMMENT

Paul Sanchez commented on the following:
He spoke on the incident at the Alamogordo High School and complimented the Police Department. He also spoke on flags and when a flag is no longer a fitting emblem for display. He said the flag at the Airborne Monument is ribbons and has a hole in it and needs to be replaced. Additionally, the flags were flown at half-staff over the weekend. The American flag and the New Mexico flag were at half-staff, and the POW-MIA flag was not. The POW-MIA flag was at full staff, keeping it above the American flag. The POW flag happens to be a very unique flag in the sense that there are only seven days that this flag must be flown at Government installations. The POW flag may never, except for those seven days, be displayed at half-staff. When flags go to half-staff, if you have a POW-MIA flag then you simply remove it, unless it happens to be on one of those days. It has come up too many times for me to not want to bring it to your attention and ask that we take a closer look at it in the future.

Edward Summers commented on the following:
Mr. Summers spoke on water rates and his belief that this law should be rescinded. He asked the Commission take a vote on this tonight. Mayor Boss stated they could not vote on an item that is not on the agenda, it would be unlawful. We will take your comments into consideration.

CITY MANAGER’S REPORT

Acting City Manager Maggie Paluch made the following remarks:
1. She said the City applied for a Community Development Block grant for $500,000 for upgrade and additional office space to the COPE building. The renovations are now complete. The Board of Directors and the staff at COPE are holding an Open House/Dedication on Thursday October 12, 2017 from 11:00 a.m. to 2:00 p.m. The ribbon cutting will at 11:30 a.m.
2. She said in regards to the First and Florida project the Contractor, Mesa Verde, has requested additional time to complete the project. Our Project Manager Beshaler has agreed to the time extension. There were unforeseen circumstances out of the contractor’s control that delayed the project. The City has granted a 37 day extension, putting substantial completion at January 12, 2018.
3. She said the City of Alamogordo is about to get an increase in population, due to the F16 mission at Holloman Air Force Base as well as a few other potential new businesses coming into town. City staff started Growth Management meetings last week. We will be meeting once a week and pulling in different Director’s as we are discussing different items. We will discuss the needed infrastructure and possibly more city employees, dependent on our population growth. Staff will need to develop action plans for future expansion. Also, ensure that during budget season we can adequately come to the Commission with ideas for the needed growth.
4. She said staff has received an outside independent legal opinion regarding the use of LEDA Funds for the Family Fun Center. The Attorney has agreed that the Family Fun Center does meet the qualifications to use

the LEDA funding. Tentatively, a special meeting is set with the Commission to review all the contracts on October 26th in the evening.
5. She said Fire prevention week starts next week. The Alamogordo Fire Department will host the Fire Prevention Day at Alameda Park on October 14th. The public is invited to watch all the Fire Departments. Holloman Air Force Base and White Sands Missile Range will participate in firefighter games. The Fire Prevention parade starts at 10:00 a.m. at 10th and Oregon, and the fire games will start after the parade around 11:00 a.m. There will be free hot dogs, sodas and waters for all citizens that attend.
6. She said Otero County Economic Development Council (OCEDC) has been working on a PR campaign for the City of Alamogordo. HK Advertising has created a website named Alamogordo Jobs.com. This website is to promote the City and encourage people to apply for the Maintainer jobs for the F16 Mission. The site is fully operational. The various sections include things to do in Alamogordo and the surrounding areas, as well as, relocation information for people coming into our community.
7. She introduced Mr. Larry Garner as the new Public Works Director. She said Mr. Garner has been with the City for 24 years and was the Manager for Facility Maintenance.
8. She said City Attorney Schreiber was named the Young Lawyer of the Year for the 12th Judicial District in New Mexico.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Boss made the following comments:
He said last Thursday was the New Mexico Aerospace Aviation Association STEM Program Annual Event. He had the Honor of reading a Proclamation, prepared by Governor Martinez, and a Proclamation in which he prepared himself. He felt very good about the City of Alamogordo supporting this event. He is anxious to see the numbers for this event. He said there was another event last Friday afternoon at Holloman Air Force Base to thank our Military men and women. We provided hot dogs, hamburgers, and beverages including beer. This was to thank them for what they do in our Community for the Big Give and the Day of Caring. There are hundreds and thousands of hours spent by our Military in Alamogordo to our benefit, and this was our payback. The sponsor of this was MainGate United. He thanked all the City employees for supporting this event.

CONSENT AGENDA

3. Approve the minutes for the September 26, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*

4. Approve the award of RFP 2017-006 Water & Wastewater Analytical Services, to Aqua Environmental Testing Lab. *(Brian Cesar, Assistant City Manager)*

5. Approve the award of RFP 2017-005, SCADA/RTU Programming & Commission Services for the City of Alamogordo, to IDESaA Incorporated. *(Brian Cesar, Assistant City Manager)*

6. Approve Change Order No. 4 in the amount of $20,130.81, including NMGRT, to CSW Contractors, Inc. related to the Rehab Effluent Storage Ponds Desert Lakes Golf Course project. *(Bob Johnson, Engineering Manager)*

7. Approve Change Order No. 4, RFQ 2014-05, to Bohannan Huston, Inc. related to the engineering and design services for the Bonito Lake Restoration project, in an amount not to exceed $4,683.82, including tax. *(Bob Johnson, Engineering Manager)*

8. Approve the Grant Agreements between the New Mexico Aging and Long Term Services Department (NMALTSD) and the City of Alamogordo to provide capital outlay funding to the Alamogordo Senior Center. *(Veronica Ortega, Community Services Director)*

Mayor Pro-Tem Hernandez moved to approve items 3, 4, 5, 6, 7, 8 of the consent calendar.
Commissioner Baldwin seconded the motion.
Motion carried with a vote of 6-0-0.

NEW BUSINESS

9. Consider, and act upon, Resolution 2017-28, a Resolution authorizing publication of a Notice of Sale of $5,285,000 City of Alamogordo, NM General Obligation refunding bonds, Series 2017 and authorizing the City Commission, City Officers and City employees to take further action necessary in connection with the sale of the bonds. *(Julianne Hall, Finance Director)* (Roll Call Vote Required)

Mr. Erik Harrigan, from RBC Capital Markets, spoke on Resolution 2017-28 and explained that this authorizes publication of a Notice of Sale. This Notice of Sale along with preliminary Official Statement gets posted and published so Investment Banking Firms from across the Country have the ability to bid on the City's Bonds on a competitive sale. We wanted to make sure that we could get ahead of the Federal Reserve meeting which is October 30th and November 1st. One reason we wanted to proceed on a fairly brisk basis, to refund and try to capture interest rates savings on those 2009 bonds, based upon current market conditions, refunding those bonds would generate about $350,000 of present value savings to the City or about 6 percent. The minimum threshold to be considered economically beneficial is three percent. In the event, we see a significant rise in interest rates and we are no longer able to achieve our target savings, we simply wouldn't proceed with the refunding.

Commissioner Baldwin asked if this doesn't change the length of the payout. Mr. Harrigan said that is correct, this is co-terminus with the original final maturity of the 2009 bonds.

Commissioner Baldwin moved to approve.
Mayor Pro-Tem Hernandez seconded the motion.
Roll call vote was taken.
Motion carried with a vote of 6-0-0.

10. Consider, and act upon the addition of speed tables or speed humps on Washington Avenue between 10th Street and Indian Wells. *(Brian Cesar, Assistant City Manager)*
(Withdrawn)

11. Consider and act upon first publication of Ordinance No. 1546 amending certain sections of the Code of Ordinances concerning purchasing. *(Petria Schreiber, City Attorney and Barbara Pyeatt, Procurement Manager)* (Roll Call Voted Required)

Chief Procurement Officer Pyeatt said this is to increase the thresholds for our procurement to mirror the State's thresholds, the last time this was 10 years ago.

Mayor Pro-Tem Hernandez asked about Section 6 Item B, the urgent purchases, the determination of an urgent purchase and at where an urgent purchase is defined. We recently had one that the urgency stopped at one point, but we continued with the project beyond what I feel was urgent. I think we need to set some boundaries on that, a determination of what is urgent.

Chief Procurement Officer Pyeatt said usually what is considered urgent is the loss of life or loss of property. It is brought to me with the City Manager's approval and the department director's approval. From there it is handled by a project manager.

Mayor Pro-Tem Hernandez said we did the Hopi Court project as an emergency and we had one when we had the floods where we took out the whole street on Scenic Drive. Getting that cleaned out and allowing the water to come through was the emergency part. Once that was done, then the rest of it went out to bid. It was not all done under the emergency clause.
Assistant City Manager Cesar said with Hopi Court, we did not actually process that as an emergency purchase; it was done as an urgent. The reason we had to do that is because we were at the tail end of a fiscal year, our purchasing had shut down. It was not like the 2006 flooding, which was an emergency and had a FEMA Declaration.

Mayor Pro-Tem Hernandez said they spoke about that and I understand part of that, but when we spend close to half a million dollars, I am concerned that we that without going out to bid.

Assistant City Manager Cesar stated the purchasing of materials, these materials were under contract. General Hydronics was the contractor that performed the work and we actually had an on-call utility contract with them. This did go through the competitive process. That contract was still valid; it crossed over multiple fiscal years.

Mayor Pro-Tem Hernandez said he still has concerns with this because of the competitive portion of it. There are contractors capable of doing the same work. When that contract was passed, it was to allow General Hydronics to replace fire hydrants and such, which are not anywhere near rebuilding a whole subdivision or cul -de- sac.

Commissioner Baldwin moved to approve.
Commissioner Turnbull seconded the motion.
Roll Call vote was taken.
Motion carried with a vote of 5-1-0. Mayor Pro-Tem Hernandez voted Nay.

12. Consider and act upon Resolution No. 2017-27, A Resolution Adopting a Six Month Moratorium on New Off-Premise Billboards for the City of Alamogordo. *(Darron Williams, City Planner and Petria Schreiber, City Attorney)* (Roll Call Vote Required)

City Planner Williams explained the Resolution was to establish a six month moratorium, thus giving City staff and the opportunity for the Commission to consider and look at how we are going address concerns with billboards. This is specifically targeted towards off-premise billboards.

Mayor Boss said I can understand a penalty for $500, but 90 days in jail. City Attorney Schreiber explained that she would be addressing that entire section. She said what we did, in order to be transparent with the citizens and the Commission we put in our general penalty clause. She read Ordinance 1-1-100 which outlines the penalties. She said it is not our intention to imprison somebody for putting up a billboard. It is our intention to be transparent with the penalties for breaking an Ordinance in the City of Alamogordo. That penalty section does also reference section 2-1-030 which is the penalty for putting up non-permanent structures. Essentially what we are saying is if someone were to put up a billboard that is non-permitted, there would be a penalty. Through our moratorium, we are not going to give you a permit at this time. Those are the potential fines, what is going to be levied is going to be up to the Municipal Judge. This is the standard penalty for breaking any ordinance in the City of Alamogordo. Mayor Boss said in all likelihood no one is going to jail. City Attorney Schreiber said as the Chief Prosecutor for the City, I would never recommend that, nor would anybody from my office.

Commissioner Baldwin asked we don’t have any other ordinance or resolution that states anything less than what you read us. City Attorney Schreiber said it is going to be $0 to $500. Mayor Pro-Tem Hernandez said $500 is the maximum, and 90 days is the maximum.

Commissioner Baldwin clarified his question by asking we don’t have any other ordinance or resolution that says you can be fined and not put in jail for breaking our ordinance. City Attorney Schreiber said you can be fined for certain ones. Commissioner Payne clarified the question by asking is if we have ordinances that don’t say you can be put in jail. City Attorney Schreiber referenced section 2-1-030, which sets out certain penalty assessments that are set for each violation. There are fines that we can set and not attach jail time to it. It was not our intent to put jail time on it; this is our attempt to reference citizens for penalties. Commissioner Baldwin said we could move forward, if that is a concern, and strike the 90 days in jail from this.

Commissioner Turnbull asked to have this to be removed. She said it is not necessary, and I would not like to see anyone go to jail for a billboard for one day. City Attorney Schreiber said what I would ask the Commission to do then is set a fine. If we need to table the resolution tonight to discuss that, then we can, but I would ask to set a dollar amount. If we let this go in front of a Municipal Judge, that will be at his discretion and we cannot take that Jurisdiction from him.

Mayor Pro-Tem Hernandez said the guesstimated cost of our time to do this. That is how we charge everything else, on how many hours you have involved in doing something like this. It is going to be over $500, I'm sure. City Attorney Schreiber said $500 is really where we need to set the limit. She suggested to set the fine at something lower for the first time and maybe something a little higher for the second time or maybe we could just split the difference and say it is a $250 fine. Mayor Boss asked if she is recommending a $250 fine. City Attorney Schreiber said yes.

Commissioner Baldwin asked what if the fine does not meet the income or revenue generated from that fine, so they do it anyway, and there is no penalty stiffer than that. If we take 90 days in jail out, then that stiffer penalty is basically ignored. I understand what everyone is trying to accomplish here. A lot of the public does not want to see these billboards up; I have been contacted on that more so than anything else.

Mayor Boss asked City Attorney Schreiber the likelihood of anyone going to jail is zero, correct. She answered correct. She said I am not the Judge, and I cannot speak for the Judge, but my office would not seek that penalty.

City Attorney Schreiber said what I can point out and we can adopt this language is in our penalty assessment Ordinance in 1-1-100 b, it does say that each day any such violation or failure to perform such act shall continue shall constitute a separate offense unless specifically provided. Maybe the Commission can adopt a per day fine.

Commissioner Payne said there has to be an incentive, because if there is no incentive they are just going to say that we make more money putting the billboard up, I'll just pay the fine. Commissioner Baldwin said I would go with that route.

Mayor Pro-Tem Hernandez said the other part of that is who would get the fine if the landowner is renting the property to them. He asked if the landowner or the billboard owner get the fine. City Attorney Schreiber said the landowner would get it, because they have control of the property

Mayor Pro-Tem Hernandez asked if we have the authority to limit the signs in the state right of way. City Attorney Schreiber asked if he was talking about the signs on the bypass. Mayor Pro-Tem Hernandez said no, I am talking about the signs on White Sand Boulevard. City Attorney Schreiber said it is my understanding that the billboards being put up are not on State Right of Way. The Billboard companies are contracting with a private land owner, and leasing a portion of the property. We will not be able to interfere with the DOT Right of Way.

Mayor Pro-Tem Hernandez said he wants to make sure the public knows that there may be a sign or two that gets put up that is in the State Right of Way, or somewhere where we have no control over. City Attorney Schreiber said this Ordinance has nothing to do with the signs that are currently in place. We will come back within the next 6 months and have a workshop to talk about whether or not we want to get rid of those signs and how we want to do that potential cost to the City. It is no secret that billboard companies are a very litigious group, so it is bound to get us a lawsuit. The City Commission will need to weigh really what it wants to do about that and that will be a more in depth study.

Mayor Pro-Tem Hernandez said the property he was talking about is about a mile passed the bypass on the north side and the other side of the prison on the west side, from there to here is City of Alamogordo property. If you look at those areas there are quite a bit of billboards especially on the west side. Commissioner Payne said I believe the billboard companies mentioned that. We got an education on the State Right of Way. Mayor Pro-Tem Hernandez said he wants to make sure the public knows that we have no control over the State Right of Way.

Mayor Boss asked if were to strike the imprisonment portion and asked City Attorney Schreiber to give a recommendation of a range. She said it would be my suggestion to take the last paragraph of the Resolution and we say "Whereas, the penalty of noncompliance maybe an administrative fee of "and we strike from there on, and the Commission adds language that they would like to see. Mayor Boss asked City Attorney Schreiber what she would suggest. She said that the Commission set a penalty per day of noncompliance and we should start that when they are on notice. Mayor Boss asked how much. She asked City Planner Williams for an amount. City Planner Williams said if you look at our administrative fees, the violation fee that we established is 10 times the original amount of the permit. In this instance, we look at a length of time it would take a person on notice to effect. I would recommend somewhere between $50 and $100 per day. City Attorney Schreiber suggested $50 per day, but we need to establish that they have been on notice first. She suggested that reads the penalty for noncompliance maybe an administrative fee of $50 per day once the land owner has been noticed of the violation.

Mayor Boss reminded the Commission this was only for six months.

Commissioner Payne asked if we are going to give the land owner time to comply. City Attorney Schreiber said that is up to the Commission, we could do whatever you like. City Planner Williams said anybody that erects a billboard requires a state permit. They also have to coordinate, through us in order to obtain that State permit. It would be very difficult for someone to say I didn't know and put a billboard up with a State permit. Commissioner Payne asked what about the land owner, do they have to coordinate with you. City Planner Williams said yes.

Commissioner Payne asked City Planner Williams to explain off premise. City Planner Williams explained if the sign is on the premise of their business it is ok. If they chose to replicate that sign on the opposite end of the City, then it is considered off premise.

City Attorney Schreiber told Commissioner Payne what we are looking at essentially is if you have a business, then you could advertise all you want on your own property. It is when you attempt to advertise in other places on other properties, you cannot erect a billboard. Commissioner Payne said even if you are putting a billboard on someone else's property, it can't be there.

Mayor Boss said could we move forward with this and have the $50 per day fine and strike the imprisonment clause. Commissioner Baldwin said correct and add what City Attorney Schreiber said. City Attorney Schreiber read the suggested language.

Commissioner Payne clarified the process for obtaining a State permit.

Commissioner Baldwin made a motion to Consider and Act upon Resolution 2017-27 imposing a $50 a day fine with the following wording, whereas the penalty for noncompliance may be an administrative fee of $50 per day, once the land owner has been notified of the violation. Notice will be given via certified mail.

Commissioner Baldwin moved to approve as amended.
Mayor Pro-Tem Hernandez seconded the motion.
Roll Call vote was taken.
Motion carried with a vote of 6-0-0.

13. Consider and act upon the acquisition of the real property owned by Mr. George Gonzalez and located in the SE 1/4 NE 1/4 SE 1/4 of Section 7 in the amount of $31,000. ***(Petria Schreiber, City Attorney)***

City Attorney Schreiber said this is a tract of land that Engineering Manager Johnson approached me wanting to purchase for our Griggs Reservoir project. She apologized for the appraisal; it was not included in the agenda report. We had problems uploading it, so we decided to leave it out. We do have a copy of it if anyone would like to see it. This was the appraised amount of the property; this is a very large parcel of property. It is two acres and we are only taking a strip of it. The entire two acres was appraised at $88,000. Once we take the strip of land that we are looking for, the fair market value of that remaining parcel will be $57,000, so that is where we get the $31,000 for the taking of land.

Mayor Pro-Tem Hernandez moved to approve.
Commissioner Martin seconded the motion.
Motion carried with a vote of 6-0-0.

14. Consider and act upon first publication of Ordinance No. 1548, an ordinance amending Sections 2-14-040 and 2-14-050 of the Alamogordo Code of Ordinances regarding economic development. ***(Petria, Schreiber, City Attorney)*** **(Roll Call Vote Required)**

City Attorney Schreiber spoke on Ordinance 1548. She said this was not done for the Family Fun Center. We did a very close reading of our current Ordinance 2-14-040 and 2-14-050, and read them for compliance with the State Ordinances. In looking at that and with conversations with Mark Roper, our State LEDA Representative, it was discovered that not only did we have a typographical error in our Ordinance that referenced the wrong section of State Ordinance, but we were not in compliance with the State Ordinance. What you see in front of you brings us into to Compliance with State Ordinances. She referenced the areas of the Ordinance that were updated.

Commissioner Turnbull moved to approve.
Commissioner Payne seconded the motion.

Commissioner Baldwin asked if any change here hinder or hamper or do anything other than make sure that we are in code with what they are trying to do. City Attorney Schreiber answered no. She said when she actually had this done, before I met with or read any scope of work from the PR Task force, so this has been in the works by my Department and done before any of that started. That project will have different issues and parameters that are not impacted by what we did today.

Roll Call was taken.
Motion carried with a vote of 6-0-0.

15. Consider, and act upon a revision to the FY18 Street Maintenance Project. ***(Brian Cesar, Assistant City Manager)***

Assistant City Manager Cesar said staff was suggested to look at the congestion issue at the intersection of 10th Street and Oregon Avenue. He said Oregon from Indian Wells to Charlotte is in next year's street maintenance program. If we make changes now, we may have to shift a road out. He then spoke of widening Oregon by four and half to five feet and what it would entail. The estimated cost of that is just under $54,000. We did look at restricting parking to one side of Oregon or both sides from the area of 10th Street back towards the Girl Scouts area. If the Commission took the no action option, staff would like to at least restrict parking on the east side of Oregon.

Mayor Pro-Tem Hernandez said my recommendation to restrict parking on the west side of Oregon. Parking is less than it is than the east side. At the same time, you can paint out or yellow out 2 to 3 parking spaces on the east side from 10th Street in. Most businesses were in favor of that versus both sides, and restricting parking on the east side. Mayor Boss said it would be safer that way because when you are parking going south, you are opening your door into traffic. Mayor Pro-Tem Hernandez said let it be known that we are not required to provide off street parking to anybody.

Commissioner Baldwin asked Assistant City Manager Cesar what the opinion of staff was. Assistant City Manager Cesar answered staff would prefer to go in and do the signage and painting of the curb and gutter. Commissioner Baldwin said so staff sees a need, right. Assistant City Manager Cesar said for certain times of the day, yes.

Mayor Boss said you said the business owners are not in favor of what. Mayor Pro-Tem Hernandez said of course, they were not in favor of restricting parking on either side, but if they were going to do it, they would prefer to restrict the parking on the west side. Assistant City Manager Cesar said the area where staff has the most concern is when you get to the intersection of 10th and Oregon.

Commissioner Turnbull said she requested this because when you are on 10th Street and you are trying to turn onto Oregon, you can't, especially during lunch time. Mayor Boss said if the parking was closed, you could see that solving the problem. Commissioner Turnbull said that is why I asked how much it would be to take that section between the sidewalk and the street from 10th Street to just before the Girl Scout hut. Assistant City Manager Cesar said we went passed that point because we have to taper it back and meet the existing roadway with it.

Commissioner Baldwin said he was not for widening the road. The city is trying hard now to be business friendly. Mayor Boss said there are only a couple of businesses in there, why can't we go in and ask them. I know Mayor Pro-Tem Hernandez did, but that was years ago. Mayor Pro-Tem Hernandez said actually this was in the past two weeks. The owner of Pizza Mill was okay with losing three parking spaces on the west side of Oregon, if we were going to do something.

Commissioner Turnbull said one of the problems, is that people park right on the corner. Commissioner Baldwin said it sounds like Mayor Pro-Tem Hernandez's suggestion is the best to restrict it on the west side. Commissioner Turnbull said the reason I was asking for it now is because I knew that we are getting ready to do Oregon.

City Manager Paluch said this is a really cheap fix and like Mayor Pro-Tem Hernandez said, if this does not work we can easily go back and change it and do a different plan.

Mayor Pro-Tem Hernandez moved to approve the restriction of off-street parking the first 150 feet, from the first alley on the west side to 10th Street and then as staff deems necessary on the east side.

Mayor Pro-Tem Hernandez moved to approve as amended.
Commissioner Turnbull seconded the motion.
Motion carried with a vote of 6-0-0.

16. Appointments to Boards and Committees. ***(Richard Boss, Mayor)***
Mayor Boss read the openings and appointed Susan Hopkins to the Senior Volunteer Program Advisory Council. No one was opposed.

ADJOURNMENT

Mayor Pro-Tem Hernandez moved to adjourn at 8:14 p.m.
Commissioner Turnbull seconded the motion.
Motion carried with a vote of 6-0-0.

____
Mayor Richard Boss

ATTEST:

____
City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)
Approved at the Regular Meeting held on October 24, 2017.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/24/2017 **Report Date:** 10/12/2017 **Report No:** 2.

Submitted By: Sharon Rowe

Subject: Approve the 2016 General Obligation Bond Agreement with the New Mexico State Library.
(Sharon Rowe, Library Manager)

Fiscal Impact: $78,539.65. $39,269.83 for FY19 and $39,269.82 for FY20.
Amount Budgeted: $0.00
Fund:

Additional Fiscal Impact:

Recommendation:

Background: The General Obligation Bond monies are to be used for equipment and supplemental library resource acquisitions, including print, non-print and electronic resources. In the past the library has used the money mainly for resources (books, periodicals, databases.) Some money has gone for such items as library catalog computers and a digital magnifier/reader. It is anticipated that half will be spent in FY2019 and the rest in FY 2020. All money is to be spent by April 1, 2021.

NEW MEXICO STATE LIBRARY
GARREY CARRUTHERS BUILDING

Sharon Rowe, Director
Alamogordo Public Library
September 25, 2017

Dear Sharon,

Please find enclosed two copies of your 2016 General Obligation Bond Agreement. Return the two complete copies, signed with blue ink, to the Development Bureau, New Mexico State Library.

Please note the following:

- Article III. Notice Provisions and Grantee and Department Designated Representatives (p. 4) – this should be the person who is contacted if there are concerns with reimbursement issues and/or questions. As always, the library director is included in all correspondence.
- On the signature page (p. 13), under Grantee, the person who signs must have authority to enter the City of Alamorgodo into contracts.
- Article VIII. Paper Periodic Reports, Exhibit 1, and Article IX. Request for Payment Procedures and Deadlines, Exhibit 2, are submitted with each Request for Payment. Continue to send in your supporting documentation, i.e., what you purchased and your proof of payment. Notarization is <u>not</u> required for Exhibit 2.
- ***Exhibit 3 – the Notice of Obligation – is a new required form in the GO Bond reimbursement process***. Additional instructions and a filled-out sample form will be sent to you separately.

The 4.5.8 NMAC includes definitions for what purchases are eligible for reimbursement: http://www.nmcpr.state.nm.us/nmac/parts/title04/04.005.0008.htm .

Please note that the bill language for the 2016 GO Bonds does include additional items not yet defined in the 4.5.8 NMAC: "…equipment, ***library furniture, fixtures*** and supplemental library resource acquisitions, including print, non-print and electronic resources, and ***for the purchase and installation of broadband internet equipment and infrastructure…"***

Additional information is at: http://nmstatelibrary.org/services-for-nm-libraries/funding-libraries/go-bonds/2016-gobs

We look forward to working with you to enhance library resources for your community.

Patricia Moore

Patricia Moore
NMSL Development Bureau

1209 CAMINO CARLOS REY • SANTA FE, NEW MEXICO 87507 • (505) 476-9700 • DIVISION OF THE DEPARTMENT OF CULTURAL AFFAIRS
www.nmstatelibrary.org

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department of Cultural Affairs, New Mexico State Library Division, hereinafter called the "Department" or abbreviation such as "NMSL", and the City of Alamorgodo, hereinafter called the "Grantee" on behalf of the Alamogordo Public Library. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in Chapter 82, Section 10, Paragraph B(1)(a) of New Mexico Laws of 2016, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as Section 4.5.8 NMAC;

WHEREAS, the Grantee is a library, or fiscal agent for a library, that is eligible for receipt of such funds because it is a local public library, or fiscal agent for a local public library, as defined under Section 4.5.8 NMAC that has filed an approved annual report, or is acting as fiscal agent to a library that has filed an annual report, with the Department;

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Department determined the amount of the Grant based on the criteria described in Rule 4.5.8.8 NMAC ("Distribution of Funds").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

Project No. GOB-**A5110** for three million dollars ($3,000,000.00)

APPROPRIATION REVERSION DATE: 30-JUN-2021

Laws of 2016, Chapter 82, Section 10, Paragraph B(1)(a), three million dollars ($3,000,000.00), for equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, and for the purchase and installation of broadband internet equipment and infrastructure at nontribal public libraries statewide.

Contingent upon the State of New Mexico's successful sale of general obligation bonds, the Grantee's total reimbursements shall not exceed, Seventy Eight Thousand Five Hundred Thirty Nine Dollars and Sixty Five Cents ($78539.65) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, which equals zero dollars ($0.00) which equals, Seventy Eight Thousand Five Hundred Thirty Nine Dollars and Sixty Five Cents ($78539.65) (the "Adjusted Appropriation Amount"). If the State of New Mexico sells some portion of the general obligation bonds associated with the three million dollars, Grantee's total reimbursements shall not exceed an amount proportional to the reduced total sale (i.e., if only two million of the three million dollar appropriation, then Grantee's total reimbursements shall not exceed two thirds of the total reimbursements described in this paragraph, above).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, or upon the State of New Mexico's sale of the general obligation bonds authorized in 2016, whichever comes last, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000). " See, Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
   a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
   b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
   c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
   d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Alamorgodo on behalf of the Alamogordo Public Library

Name: ________________________________

Title: _________________________________

Address: ______________________________

Email: ________________________________

Telephone: _____________________________

FAX: _________________________________

Department: New Mexico State Library
Name: Development Bureau
Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507
Email: sl.development@state.nm.us
Telephone: 800-340-3890
FAX: 505-476-9701

The Grantee and the Department agree that both parties shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and

(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due and submitted with each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment following execution of this Agreement by the Department and ending upon the Grantee's submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days advance, written notice of any change to the reporting period.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due at the time of submission of each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article XI, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee's designated representative in Article III herein, that the expenditures are valid and were received by the Grantee as services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Twenty (20) days from the end of the calendar quarter in which the Grantee incurred the expense, if total unreimbursed expenditures at calendar quarter end exceed $25,000; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) Ninety (90) days before the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

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

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement and upon the State of New Mexico's sale of general obligation bonds authorized in 2016 in the amount Legislature appropriated in 2016. If sufficient appropriations and authorization are not made by the Legislature, or if less than the appropriated amount of general obligation bonds are sold, the City of Alamorgodo may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Alamorgodo's decision as to whether sufficient appropriations are available or whether the appropriated amount of general bonds are sold shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamorgodo or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamorgodo or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Grant Agreement. Should there be an early termination of the grant agreement, or should the State of New Mexico sell general obligation bonds in an amount less than the amount the Legislature appropriated in 2016, the City of Alamorgodo may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Alamorgodo's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;

2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);

3. timely submit all required financial reports to its budgetary oversight agency (if any); and

4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;

2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;

3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or

4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

____
Signature of Official with Authority to Bind Grantee

By:_______________________________
(Type or Print Name)

Its:________________________________
(Type or Print Title)

____
Date

DEPARTMENT OF CULTURAL AFFAIRS

____
By: Cabinet Secretary

____
Date

____
Jennifer Salazar, DCA General Counsel

____
Date

____
Greg Geisler, CFO/ASD Director of the Department of Cultural Affairs

____
Date

____
Ryanne Cooper, Co-Acting State Librarian, New Mexico State Library

____
Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT – 2016 GO BONDS
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1

☐ PERIODIC REPORT ☐ FINAL REPORT

Grantee: ______________________________

Project Number: _______________________ Reporting Period: _______________

1. Please provide a detailed status of project referenced above.

A. *Third Party Obligations*
Purchase Order or Contract # _____________________________

Name of Contractor or Vendor: _____________________________

Amount of Third Party Obligation: __________________________

Date Executed: ____

Termination Date: ____

B. *Project Phase*
Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction ☐
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____________________

Total Amount of all Notices of Obligation to Reimburse: ________________

Total Grant Amount Expended by Grantee to Date: _______________________

Grant Balance as of this Date: ____

Amount of Other Unexpended Funding Sources: ______________________

☐ PERIODIC REPORT
I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ FINAL REPORT
I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

_________________________ _____________________________
Grantee Representative/Title Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: ______________

B. Address: ______________

Complete Mailing, including Suite, if applicable

____

City State Zip

C. Phone No: ______________

D. Grant No: ______________

E. Project Title: ______________

F. Grant Expiration Date: ______________

II. Payment Computation

A. Grant Amount: ______________

B. AIPP Amount (If Applicable) ______________

C. Funds Requested to Date: ______________

D. Amount Requested this Payment: ______________

E. Grant Balance: $0.00

F. ☐ GF ☐ GOB ☐ STB (attach wire if 1st draw)

G. Payment Request No. ______________

III. Fiscal Year Expenditure Period Ending:

(check one)

(Jan-Jun)	☐	Fiscal
(Jul-Dec)	☐	Year

IV. Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

______________	______________
Grantee Fiscal Officer	**Grantee Representative**
______________	______________
Printed Name	Printed Name
Date: ______________	Date: ______________
SWORN TO AND SUBSCRIBED before me on this_______day of_____________, 20_____	SWORN TO AND SUBSCRIBED before me on this_______day of_____________, 20_____
Notary Public ______________	Notary Public ______________
My Commission expires ______________	My Commission expires ______________

(Department Use Only)

Vendor Code: ______________ **Fund No.:** ______________

Loc No.: ______________

Division Fiscal Officer Date	Division Project Manager Date
I certify that the Grantee financial and vendor file information agree with the above submitted information	I certify that the Grantee records and related appropriation laws agree with the above submitted information.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT – 2016 GO Bonds
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

EXHIBIT 3

DATE: ____

TO: Grantee Representative: ______________________________

FROM: Department Representative: ______________________________

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: ______________

As the designated representative of the Department for Grant Agreement number [GOB13-12-1232] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: __________
Vendor or Contractor: ______________________________

Third Party Obligation Amount: ________________________
Termination Date: ______________________________

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: ____________________

The Amount of this Notice of Obligation to Reimburse: ______________

The Total Amount of all Previously Issued Notices of Obligation: __________

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

____

Department Representative: ______________________________

Title: ______________________________

Signature: ______________________________

Date: ______________________________

ATTACHMENT A

NMSA 1978, Section 18-2-4(I) directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system. Within these powers, the state librarian passed certain administrative rules to govern the distribution of general obligation bonds. Thus, under Section 4.5.8.8 of the New Mexico Administrative Code, this Agreement includes the following additional terms:

§ 4.5.8.8. DISTRIBUTION OF FUNDS
Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependent upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

(1) Library shall be a local public library.

(2) Library shall have filed an approved annual report with the state library.

(3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.

(4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.

(5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.

(6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

(1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;

(2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U. S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and, (b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/24/2017 **Report Date:** 10/18/2017 **Report No:** 3.

Submitted By: Michelle Brideaux

Subject: Approve the Lodger's Tax Expenditures for Tourism & Travel. *(Michelle Brideaux, Communications & Marketing Administrator)*

Fiscal Impact: $1,240.79
Amount Budgeted: $225,136.00
Fund: 016-0001-419.56-35

Additional Fiscal Impact:

Recommendation: Approve the recommended expenditures for Tourism and Advertising Promotions.

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

Alamogordo Chamber of Commerce Postage & Supply Reimbursement - AARP Ad Response for the Months of Aug. Sept. & Oct.

Inv#88711	$304.57
Inv#88718	$634.46
Inv#373	$301.76

TOTAL: $1,240.79

Alamogordo Chamber of Commerce

1301 N. White Sands Blvd.
Alamogordo NM 88310

Invoice

Date	Invoice #
8/23/2017	88711

Bill To
City of Alamogordo Cindy Sagenkahn 1376 E 9th St Alamogordo, NM 88310

Terms
Due Upon Receipt

Description	Qty	Rate	Amount
Postage for AARP Visitor Guide Mailings	547	0.46	251.62
Postage machine ink cartridge	1	52.95	52.95

Thank you!

Balance Due $304.57

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

Phone #
575-437-6120

PB approved @ 9/13/17 meeting

Alamogordo Chamber of Commerce

1301 N. White Sands Blvd.
Alamogordo NM 88310

Invoice

Date	Invoice #
9/20/2017	88718

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

Terms
Due Upon Receipt

Description	Qty	Rate	Amount
Postage for AARP Visitor Guide Mailings	1,222	0.46	562.12
Labels for AARP Visitor Guide Mailings including Tax		72.34	72.34

Thank you!

Balance Due $634.46

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

Phone #
575-437-6120

PB approved @ 10/11/17 meeting

Alamogordo Chamber of Commerce

1301 N. White Sands Blvd.
Alamogordo NM 88310

Invoice

Date	Invoice #
10/10/2017	373

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

Terms
Due Upon Receipt

Description	Qty	Rate	Amount
Postage for AARP Visitor Guide Mailings 9-21-17 thru 10-10-17	656	0.46	301.76

Thank you!

Balance Due $301.76

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

Phone #
575-437-6120

PB approved
@ 10/11/17 meeting

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/24/2017 **Report Date:** 10/12/2017 **Report No:** 4.

Submitted By: Julianne Hall

Subject: Consider, and act upon, Ordinance 1545 for final publication to authorize the issuance and sale of the City of Alamogordo, NM, General Obligation refunding bonds, Series 2017, in the aggregate principal amount of $5,175,000 for the purpose of defraying the cost of refunding, paying, discharging and liquidating the City of Alamogordo, NM General Obligation Bonds, Series 2009, etc. *(Chris Muirhead, Modrall Sperling Attorney)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1545 for first publication.

Background: This ordinance will be Authorizing the issuance and sale of the City of Alamogordo, NM, General Obligation refunding bonds, Series 2017, in the aggregate principal amount of $5,175,000 for the purpose of defraying the cost of refunding, paying, discharging and liquidating the City of Alamogordo, NM General Obligation Bonds, Series 2009; providing for the issuance and sale of the bonds; providing for the payment of such bonds from ad valorem property taxes levied on all taxable property within the city, levied without limit as to rate or amount; providing for the form, terms, and conditions of the bonds, the manner of their execution and the method of, and security for, payment; approving the sale of the bonds to the New Mexico Finance Authority and the form, execution and delivery of the bond purchase agreement; and providing for other details concerning the bonds.

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

The City Commission (the "Governing Body") of the City of Alamogordo, New Mexico, met in regular session in full conformity with the law and the rules and regulations of the Governing Body at the Alamogordo Municipal Offices, 1376 East Ninth Street, Alamogordo, New Mexico, being the regular meeting place of the Governing Body, on the 24th day of October, 2017, at the hour of 6:30 p.m. Upon roll call, the following members were found to be present:

Present: ______________________________

____

____

____

____

____

____

____

Absent: ______________________________

Also Present: ______________________________

____

____

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

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. 1545

AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ALAMOGORDO, NEW MEXICO, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017, IN THE AGGREGATE PRINCIPAL AMOUNT OF $__________ FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING, PAYING, DISCHARGING AND LIQUIDATING THE CITY OF ALAMOGORDO, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2009; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM AD VALOREM PROPERTY TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE SERIES 2017 BONDS TO THE PURCHASER THEREOF; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

WHEREAS, the City Commission (the "Governing Body") of the City of Alamogordo, New Mexico (the "City") has determined and does hereby determine that the City of Alamogordo, New Mexico, General Obligation Refunding Bonds, Series 2017 (the "Series 2017 Bonds") shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Series 2017 Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Series 2017 Bonds; and

WHEREAS, the net effective interest rate on the Series 2017 Bonds shall not be more than ten percent (10%) a year; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance and sale of the Series 2017 Bonds heretofore taken by the Governing Body and the officers of the City; and

WHEREAS, the City on August 19, 2009 issued the City of Alamogordo, New Mexico General Obligation Bonds, Series 2009 (the "Series 2009 Bonds"), in the original principal amount of $7,420,000, of which there is presently outstanding a principal amount of $5,675,000; and

WHEREAS, the Series 2009 Bonds maturing on and after August 1, 2020 (the “Refunded Series 2009 Bonds”) are subject to redemption at the option of the City on and after August 1, 2019 at 100% of the principal amount then outstanding, plus accrued interest to the date of redemption; and

WHEREAS, the Governing Body has determined to advance refund and defease the Refunded Series 2009 Bonds from the proceeds of the Series 2017 Bonds herein authorized and from other legally available sources and to pay costs of issuance related to the refunding of the Refunded Series 2009 Bonds (collectively, the "Refunding Project"); and

WHEREAS, the Governing Body hereby determines that the issuance of the Series 2017 Bonds, under current market conditions, for the purpose of the Refunding Project will result in an over-all reduction of debt service payments to be made by the City from ad valorem property taxes, and will effect other savings and economies, all to the benefit of the City, and consequently will provide for the public health, safety and welfare of the City and its citizens; and

WHEREAS, pursuant to the Notice of Bond Sale, which was given as required by law, unconditional bids for the purchase of the Series 2017 Bonds were reviewed and examined on October 24, 2017; and

WHEREAS, it is in the best interests of the City to sell the Series 2017 Bonds to the ___________ (the "Purchaser") in accordance with the terms set forth in this Bond Ordinance; and

WHEREAS, the City will issue the Series 2017 Bonds only after receipt of the required approval of the Series 2017 Bonds by the Department of Finance and Administration of the State of New Mexico; and

WHEREAS, BOKF, NA, Albuquerque, New Mexico, as Escrow Agent, is a commercial bank having full trust powers and is a member of the Federal Deposit Insurance Corporation; and

WHEREAS, the Governing Body is authorized by Sections 6-15-11 through 6-15-22 NMSA 1978, as amended and supplemented, to issue refunding bonds for the purpose of refinancing and refunding the Refunded Series 2009 Bonds in the manner herein provided; and

WHEREAS, all required authorizations, consents or approvals of any state, governmental body, agency or authority, in connection with the authorization, execution and delivery of the Series 2017 Bonds which are required to have been obtained by the date hereof have been obtained and which will be required to be obtained prior to the date of issuance of the Series 2017 Bonds, will have been obtained by such date; and

WHEREAS, the Governing Body has determined that it is in the best interest of the City to accept the offer of the Purchaser for the purchase of the Series 2017 Bonds; and

WHEREAS, there has been presented to the Governing Body and there presently is on file with the City Clerk this Bond Ordinance, the Preliminary Official Statement, the form of Continuing Disclosure Undertaking (attached as Appendix D to the Preliminary Official Statement), the form of Official Statement and the form of Escrow Agreement, which are incorporated by reference and considered to be a part hereof; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO:

Section 1. All action heretofore taken (not inconsistent with the provisions of this Bond Ordinance) by the City and the officers of the City, directed toward the issuance of the Series 2017 Bonds for the Refunding Project and the sale of the Series 2017 Bonds, is ratified, approved and confirmed.

Section 2. The City shall use the proceeds of the Series 2017 Bonds (i) to fund the Escrow Agreement to defease the Refunded Series 2009 Bonds, and (ii) to pay costs of issuance. The Refunding Project, the method of financing the Refunding Project and the execution and delivery of the Escrow Agreement are hereby authorized and ordered. The Refunding Project is for the benefit of the City.

Section 3. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City, it is hereby declared necessary that the City, pursuant to Sections 6-15-11 through 6-15-22 NMSA 1978 and Section 6-14-10.2 NMSA 1978, issue its negotiable, fully registered, general obligation bonds in one series to be designated as the "City of Alamogordo, New Mexico General Obligation Refunding Bonds, Series 2017," in an aggregate principal amount of $__________ and sold to Purchaser at a purchase price of $__________ (the par amount of $_________ plus a net original premium of $__________). The Series 2017 Bonds shall constitute the general obligation indebtedness of the City, payable from general ad valorem taxes which shall be levied without limitation as to rate or amount. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Series 2017 Bonds.

Section 4. The Series 2017 Bonds shall be dated the date of issuance and delivery of the Series 2017 Bonds (the "Delivery Date"), shall be negotiable instruments but shall be issued only as fully registered bonds, in denominations of $5,000 or any integral multiple thereof, in such numbers and denominations as may be requested by the Purchaser, but exchangeable for other fully registered Bonds. The Series 2017 Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the date of the Series 2017 Bonds until maturity. Interest on the Series 2017 Bonds will be paid on each Interest Payment Date and computed on the basis of a 360-day year, consisting of twelve, 30-day months. If, at maturity, payment of the principal amount of any Series 2017 Bonds is not made as required by the Bond Ordinance, interest on the unpaid principal amount on that Series 2017 Bonds shall continue to accrue at the interest rate stated or described in that

Series 2017 Bonds, until the principal amount of that Series 2017 Bonds is paid in full. The interest rates on the Series 2017 Bonds shall be the rates provided as follows:

SERIES 2017 MATURITY SCHEDULE

MATURITY (JUNE 1)	PRINCIPAL	INTEREST
2018		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		

Series 2017 Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

The principal of and interest on the Series 2017 Bonds due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director, as "registrar/paying agent" (the "Registrar/Paying Agent") for the Series 2017 Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Series 2017 Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by such Series 2017 Bond until the principal thereof is paid in full. Payment of interest on the Series 2017 Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding an interest payment date. The person in whose name any Series 2017 Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Series 2017 Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Series 2017 Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Series 2017 Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Series 2017 Bonds maturing on and after August 1, 2027, may be redeemed prior to their scheduled maturity on August 1, 2026, or on any date thereafter, in whole or in part, at the option of the Board at par plus accrued interest to the date of redemption, if any.

Section 5. The Series 2017 Bonds shall bear the manual or facsimile signature of the Mayor of the City (the "Mayor") and shall be attested by the manual or facsimile signature of the City Clerk and shall bear the manual or facsimile seal of the City. The Series 2017 Bonds shall be authenticated by the manual signature of the Registrar/Paying Agent. The Series 2017 Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery of the Series 2017 Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Series 2017 Bonds shall have ceased to fill their respective offices. The Mayor and the Clerk shall, by the execution of a signature certificate pertaining to the Series 2017 Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Series 2017 Bonds; and, at the time of the execution of the signature certificate, the Mayor and the Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Series 2017 Bonds. The Mayor and Clerk, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Series 2017 Bonds.

No Series 2017 Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by the Registrar/Paying Agent.

Section 6.

A. Books for the registration and transfer of the Series 2017 Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the Governing

Body as registrar and as paying agent for the Series 2017 Bonds. Upon the surrender for transfer of any Series 2017 Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Series 2017 Bond to be transferred in the name of the transferee or transferees a new Series 2017 Bond or Series 2017 Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Series 2017 Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Series 2017 Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Series 2017 Bond to be exchanged a Series 2017 Bond or Series 2017 Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Series 2017 Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Series 2017 Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. The person in whose name any Series 2017 Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of overdue interest as is provided in Section 2 hereof; and payment of or on account of either principal or interest on any Series 2017 Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Series 2017 Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Series 2017 Bond to the extent of the sum or sums so paid.

C. If any Series 2017 Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Series 2017 Bond or other proof of loss or destruction, proof of ownership, a surety bond in a face amount satisfactory to the Registrar/Paying Agent, payment of the cost of preparing and issuing the new Series 2017 Bond, and other such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Series 2017 Bond or Series 2017 Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Series 2017 Bond shall have matured, the Registrar/Paying Agent may pay such Series 2017 Bond in lieu of replacement.

D. The officers of the City are authorized to deliver to the

Registrar/Paying Agent fully executed but unauthenticated Series 2017 Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

E. Whenever any Series 2017 Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Series 2017 Bond shall be promptly cancelled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

F. On the Delivery Date, the Series 2017 Bonds shall be delivered to the Purchaser. Notwithstanding any other provision herein, the Series 2017 Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with The Depository Trust Company of New York, New York ("Depository"), acting as securities depository for the Series 2017 Bonds. A single certificate for each maturity date of the Series 2017 Bonds issued in book-entry form will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Series 2017 Bonds in authorized denominations, with transfer of ownership effected on the books of the Depository and its participants ("Participants"). As a condition to delivery of the Series 2017 Bonds in book-entry form, the purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Series 2017 Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal and interest will be paid to the Depository or its nominee as the registered owner of the Series 2017 Bonds. The transfer of principal and interest payments to Participants will be the responsibility of the Depository; the transfer of principal and interest payments to the beneficial owners of the Series 2017 Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Depository, Participants or Indirect Participants.

If (i) the Series 2017 Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Series 2017 Bonds or (iii) the City determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the City or the Beneficial Owners, the City will either identify another similar depository to perform such functions or certificates for the Series 2017 Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Series 2017 Bonds and registration of those Series 2017 Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Series 2017 Bonds for all purposes. In that event, the City shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants and Beneficial Owners of the substitute depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

Officers of the City are authorized to sign agreements with or letters to the Depository relating to the matters set forth in this Section.

Notwithstanding any other provision herein, so long as all of the Series 2017 Bonds are registered in the name of the Depository or its nominee, all payments of principal and interest on the Series 2017 Bonds, and all notices with respect to the Series 2017 Bonds, shall be made and given by the Registrar/Paying Agent or the City to the Depository as provided in this Bond Ordinance and by the Depository to its Participants or Indirect Participants and notices to the Beneficial Owners of the Series 2017 Bonds in the manner provided in an agreement or letter of the City to the Depository.

Section 7. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that such Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of Series 2017 Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having a shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than $10,000,000.

Section 8. Subject to the registration provisions hereof, the Series 2017 Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 9. The Series 2017 Bonds shall be in substantially the following form:

[Form of Bond]

$__________

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF ALAMOGORDO
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2017

Registered Owner:

Principal Amount: DOLLARS

INTEREST RATE	**MATURITY DATE**	**SERIES DATE**	**CUSIP**
% per annum	August 1, 20_	November 30, 2017	

The City Commission (the "Governing Body") of the City of Alamogordo, New Mexico (the "City"), on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on August 1, 2018, and thereafter on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director, as "registrar/paying agent" (the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by such Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding an Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of $5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of $__________ of like tenor except as to number, denomination, maturity date, and interest rate, issued by the City of Alamogordo, New Mexico, for the purpose of refunding and paying the City of Alamogordo General Obligation Bonds, Series 2009 maturing on and after August 1, 2020, under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 6-15-11through 6-15-22 NMSA1978, and acts amendatory and supplemental thereto), and pursuant to an ordinance of the Governing Body duly adopted and made a law of the City prior to the issuance of this bond (the "Bond Ordinance").

The Series 2017 Bonds maturing on and after August 1, 2027, may be redeemed prior to their scheduled maturity on August 1, 2026, or on any date thereafter, in whole or in part, at the option of the Board at par plus accrued interest to the date of redemption, if any.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal corporate trust office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid. The Bonds are issued in book-entry form with no physical distribution of Bond certificates made to the public and a securities depository is acting as securities depository for the Bonds.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond or other proof of loss or destruction, proof of ownership, a surety bond in a face amount satisfactory to the Registrar/Paying

Agent, payment of the cost of preparing and issuing the new Bond, and such other evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Governing Body has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due.

This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the City Commission of the City of Alamogordo, New Mexico, constituting the governing board of the City, has caused the manual or facsimile of the seal of the City to be hereto affixed and this bond to be signed and executed with the manual or facsimile signature of the Mayor of the City, and attested with the manual or facsimile signature of the Clerk all as of the Series Date.

CITY OF ALAMOGORDO,
NEW MEXICO

[MANUAL or FACSIMILE SEAL]

By (Manual or Facsimile Signature)
Mayor

ATTEST:

By (Manual or Facsimile Signature)
Clerk

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and Registration:

City Finance Director, As Registrar/Paying Agent

By____________________________________

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto_______________________ whose social security or tax identification number is ___________________________, the within bond and irrevocably constitutes and appoints ________________________ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________________________
Signature Guaranteed: _______________________________________

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]

[End of Form of Bond]

Section 10. When the Series 2017 Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser at the purchase price set forth above. The funds realized from the sale of the Series 2017 Bonds shall be applied solely for the specified purpose for the Series 2017 Bonds (provided that any premium and accrued interest shall be used to pay costs of issuance for the Series 2017 Bonds or to pay principal of and interest on the Series 2017 Bonds), but the Purchaser of the Series 2017 Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 11. There shall be levied on all taxable property in the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Series 2017 Bonds promptly as the same shall become due. This Bond Ordinance is hereby declared to be the certificate of the Governing Body, to Otero County, New Mexico, as to the amount of taxes necessary to be levied for the purposes herein stated and such taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and county taxes are certified, levied and collected. Such taxes, when collected, shall be kept by the City in an interest and sinking fund, which is hereby created, to be to be used solely for the purpose of paying the principal of and interest on the Series 2017 Bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and legally available for that purpose, to the payment of the Series 2017 Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Series 2017 Bonds as the same become due or mature, then such interest or principal shall be paid from any funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 12. The Mayor, Clerk and other officers and employees of the City be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Bond Ordinance, including without limiting the generality of the foregoing, the printing of the Series 2017 Bonds, the execution and delivery of the Escrow Agreement to the Escrow Agent, the execution of a continuing disclosure undertaking for the benefit of the Purchaser of the Series 2017 Bonds, the execution of letters and agreements with the Depository, the printing and execution of Preliminary Official Statement and Official Statement relating to the Series 2017 Bonds, deposit of Series 2017 Bond proceeds necessary to defease the Refunded Series 2009 Bonds, and such certificates as may be required by the Purchaser or bond counsel relating to, among other things, the signing of the Series 2017 Bonds, the tenure and identity of City officials, the receipt of the purchase price of the Series 2017 Bonds from the Purchaser and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Series 2017 Bonds from gross income for federal income tax purposes. The form, terms and provisions of the Preliminary Official Statement, the Official Statement, the Continuing Disclosure Agreement and the Escrow Agreement are hereby ratified, approved and confirmed.

The City shall provide to the Purchaser of the Series 2017 Bonds, within seven Business Days after the date of the adoption of the Bond Ordinance and in sufficient time to accompany any confirmation that requires payment from any customer, copies of the Official Statement in sufficient quantities to enable the original Purchaser to comply with Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended (the "Rule"), and the rules of the Municipal Securities Rulemaking Board. The City shall notify the Purchaser of the Series 2017 Bonds promptly of any material change in the affairs or financial conditions of the City which may occur prior to the date on which the Series 2017 Bonds are initially issued and delivered. The City further agrees to notify the Purchaser of any material development impacting the Series 2017 Bonds, or the availability of funds of the City for the payment of the Series 2017 Bonds, which the City becomes aware between the date of the adoption of the Bond Ordinance and a date which is twenty-five (25) days after the end of the underwriting period for purposes of the Rule, which date shall be deemed to be the date on which the Series 2017 Bonds, are initially issued and delivered. Upon such notification, if, in the opinion of the City or the Purchaser, a change would be required in the Official Statement in order to make the statements therein true and not misleading or incomplete in any material respect, then the Official Statement as so amended or supplemented will be prepared and furnished to the Purchaser, at the expense of the City, in reasonable quantities for distribution.

Section 13. The City covenants that it will restrict the use of the proceeds of the Series 2017 Bonds in such manner and to such extent, if any, as may be necessary so that the Series 2017 Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Mayor, Clerk and any other officer and employee of the City having responsibility for the issuance of the Series 2017 Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Series 2017 Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Series 2017 Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Series 2017 Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Series 2017 Bonds to be and remain excludable from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that excludability, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Series 2017 Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor, Clerk and other appropriate officers and employees are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 14. The approval of the New Mexico Department of Finance and Administration as required by Section 6-15-11 NMSA 1978, as amended and supplemented from time to time, will be obtained prior to issuance and delivery of the Series 2017 Bonds to the Purchaser.

Section 15. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the City hereby covenants to the purchasers and the holders of the Series 2017 Bonds from time to time that the City will make no use of the proceeds of the Series 2017 Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Series 2017 Bonds which will cause the Series 2017 Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Series 2017 Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Series 2017 Bonds from time to time.

Section 16. The City has elected and does hereby declare its intent to defease the outstanding Refunded Series 2009 Bonds, issued pursuant to City Ordinance No. 1359 adopted on July 14, 2009, contemporaneously with the execution and delivery of the Series 2017 Bonds, and to redeem the Refunded Series 2009 Bonds on the first optional redemption date pursuant to the terms of the Escrow Agreement.

Section 17. To assist the Purchaser in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), at the time of delivery of the Series 2017 Bonds, the City will execute, deliver and comply with the Continuing Disclosure Undertaking for the benefit of the Purchaser.

Section 18. After any of the Series 2017 Bonds have been issued, this Bond Ordinance shall constitute a contract between the City and the holder or holders of the Series 2017 Bonds and shall be and remain irrepealable and unalterable until the Series 2017 Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 19. If any section, paragraph, clause or provision of this Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 20. The following notice shall be published in substantially the following form one time in a newspaper having general circulation in the City as soon as is practicable after the adoption hereof.

[Form of Notice]

NOTICE OF ADOPTION OF ORDINANCE

NOTICE IS HEREBY GIVEN that the City Commission of the City of Alamogordo, New Mexico, did on the 24th day of October, 2017, adopt an ordinance entitled:

ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ALAMOGORDO, NEW MEXICO, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017, IN THE AGGREGATE PRINCIPAL AMOUNT OF $__________ FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING, PAYING, DISCHARGING AND LIQUIDATING THE CITY OF ALAMOGORDO, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2009; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM AD VALOREM PROPERTY TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE SERIES 2017 BONDS TO THE PURCHASER THEREOF; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

A summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this 24th day of October, 2017.

[End of Form of Notice]

Section 21. All ordinances, acts and resolutions in conflict with this Bond Ordinance are hereby rescinded, annulled and repealed.

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF OCTOBER, 2017.

CITY OF ALAMOGORDO, NEW MEXICO

By________________________________
Mayor

[SEAL]

ATTEST:

By ____________________________
Clerk

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

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

Those Voting Aye: ____

____

____

____

____

____

____

____

Those Voting Nay: ____

____

____

Those Absent: ____

____

____

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

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

CITY OF ALAMOGORDO, NEW MEXICO

By ______________________________
Mayor

[SEAL]

ATTEST:

By______________________________
Clerk

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/24/2017 **Report Date:** 09/26/2017 **Report No:** 5.

Submitted By: Jim LeClair

Subject: Consider, and act upon to receive a grant award from the Department of Homeland Security Assistance to Firefighters Grant Program. *(Jim LeClair, Fire Chief)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends Approval to receive grant funding.

Background: This request is to receive a grant award from the Department of Homeland Security Assistance to Firefighters Grant Program in the amount of $363,637.00 with a cost match of $36,363.00 from non-Federal funds. With this approval Fire Staff will move forward in securing monies from other sources to purchase a 3rd Class-A pumper.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/24/2017 **Report Date:** 10/16/2017 **Report No:** 6.

Submitted By: Edward Balderrama

Subject: Consider, and act upon, award of RFQ No. 2017-02, Professional Engineering Services for Washington Avenue Drainage Improvements, PW1718 to Smith Engineering, and approve negotiations of the professional design services agreement. *(Edward Balderrama, Project Manager)*

Fiscal Impact: N/A – Agreement to be negotiated
Amount Budgeted: $150,000.00
Fund: 109-9003-430.65-29 PW1718

Additional Fiscal Impact:

Recommendation: Approve the award.

Background: Phase I: The City of Alamogordo requires a Drainage Master Plan (DMP) for the area draining to Washington Avenue Ditch. The flow path is approximately 8,400 feet long, extending from Indian Wells Blvd. and intersects with the McKinley Channel. Washington Avenue Ditch only conveys runoff from storm events, and most of the year it is dry. However, during major storm events, significant runoff rate is typically generated.

The analysis should evaluate the capacity of the existing channel and the condition of the existing drainage structures. The evaluation should identify the existing conditions, fully developed conditions, and identifying alternatives for the improvement of the existing channel and drainage structures, and identify the cost benefits and opinion of probable construction cost of each alternate.

Phase II
The selected firm shall plan, design and prepare bid-ready plans, specifications and estimate for the improvements to Washington Avenue Ditch. The project shall be designed in phases to facilitate project funding.

Seven (7) responsive proposals were received on September 28, 2017: Bohannan Huston, IDEALS Inc., Larkin Group NM Inc., OCCAM Engineers Inc., Smith Engineering, Souder Miller and Associates, and Wilson & Company.

As a result of the evaluation process, Smith Engineering was selected for award. RFQ 2017-02 and the successful and unsuccessful proposals are available in the City Clerk's office. The composite Score sheet is attached.

CITY OF ALAMOGORDO
COMPOSITE SCORE SHEET
Washington Ave Drainage Improvements Engineering Services
September 28th 2017
RFQ NO. 2017-02

Factor	Available Points per Vendor	3 Committee Members	Smith Engineering	OEI	Bohannan Huston	Souder Miller & Assoc.	Larkin Group	Wilson & Company	Ideals Inc.
1	90	Specialized Design and Technical Competence	76	75	79	73	73	68	63
2	60	Capacity & Capability	55	50	49	51	39	45	36
3	60	Past Record of Performance	51	49	50	51	50	42	37
4	45	Apporach to providing the Services	40	40	41	39	34	40	29
5	15	Proximity to or Familiarity with the Alamogordo Area	11	14	13	14	11	13	10
6	15	The amount of design work that will be produced by a New Mexico business with in this state	15	10	10	10	10	10	10
7	15	Current Value of Work with City of Alamogordo	13	15	10	9	14	15	15
8		Preference - Local State & Veterans	13.05	12.65	12.6	12.35	23.1	11.65	20
Total Available	300	Accumulated Score	274.05	265.65	264.6	259.35	254.1	244.65	220
Total Rank			**1**	**2**	**3**	**4**	**5**	**6**	**7**

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/24/2017 **Report Date:** 10/12/2017 **Report No:** 7.

Submitted By: Petria Schreiber

Subject: Consider and act upon, first publication of Ordinance No. 1549 adopting the 2017 revisions of the New Mexico Uniform Traffic Ordinance 2010 Compilation through July 2017. *(Petria Scheriber, City Attorney)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1549 for first publication.

Background: This ordinance adopts the amendments to the Uniform Traffic Ordinance to bring it into alignment with changes made by the legislature during this year.

Amendments to the Uniform Traffic Ordinance occur routinely after each legislative session.

New Material ~~Deleted Material~~

ORDINANCE NO. 1549

AN ORDINANCE ADOPTING THE REVISIONS OF THE NEW MEXICO UNIFORM TRAFFIC ORDINANCE 2010 COMPILATION THROUGH JULY, 2017

WHEREAS, the City of Alamogordo includes a Municipal Court within its Organization; and,

WHEREAS, the Municipal Court has jurisdiction over violations of the City of Alamogordo's traffic code and other City Ordinances; and

WHEREAS, revisions through July 2017 of the New Mexico Uniform Traffic Code 2010 Compilation have been created for 2017; and

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo, New Mexico that the *Code of Ordinances of the City of Alamogordo, New Mexico* is hereby amended as follows:

SECTION ONE

24-01-10. Uniform Traffic Ordinance – Adopted.

Except as otherwise provided in this chapter the New Mexico Uniform Traffic Ordinance 2010 Compilation, a traffic code, with its amendments through 2017 is adopted by reference pursuant to Section 3-17-6, NMSA 1978 (As Amended).

SECTION TWO

24-01-030. Same--Amendments.

The following amendments to the New Mexico Uniform Traffic Ordinance 2010 Compilation are adopted:

12-1-5.1 AUTOCYCLE. "Autocycle" means a three-wheeled motorcycle on which the driver and all passengers ride in a completely or partially enclosed, [~~tandem~~] seating area and is manufactured to comply with all applicable federal standards, regulations and laws and is equipped with:

(1) [~~federal motor vehicle safety standard glazing;~~] non-straddle seating;
(2) [~~a roll cage;~~] rollover protection;
(3) safety belts for all occupants;
[~~(4) airbag protection;~~]
[~~(5)~~] (4) antilock brakes;
[~~(6)~~] (5) a steering wheel; and
[~~(7)~~] (6) pedals. (66-1-4.1 NMSA 1978)

12-1-67 **SCHOOL BUS.** "School Bus" means any motor vehicle operating under the jurisdiction of the state board of education or private school or parochial school interests which is used to transport children, students or teachers to and from schools or to and from any school activity, but not including any vehicle:

(1) operated by a common carrier, subject to and meeting all requirements of the state corporation commission but not used exclusively for the transportation of students;

(2) operated solely by a government-owned transit authority, if the transit authority meets all safety requirements of the state corporation commission but is not used exclusively for transportation of students; or

(3) operated as a per capita feeder as defined in Section 22-16-6 NMSA 1978; or

(4) that is a minimum six-passenger, full-size, extended-length, sport utility vehicle operated by a school district employee pursuant to Subsection D of Section 22-16-4 NMSA 1978. (66-1-4.16 NMSA 1978)

12-6-7.4 **OPERATION OF VEHICLE ON APPROACH OF MOVING AUTHORIZED EMERGENCY VEHICLE; OF ONCOMING VEHICLE--YIELD RIGHT OF WAY.**

A. Upon the immediate approach of an authorized emergency vehicle displaying flashing emergency lights or when the driver is giving audible signal by siren, [~~exhaust whistle, or bell,~~] the driver of every other vehicle shall yield the right of way and shall immediately drive to a position parallel to, and as close as possible to, the right-hand edge or curb of the street clear of any intersection and shall stop and remain in that position, until the authorized emergency vehicle has passed, except when otherwise directed by a police officer. (66-7-332 NMSA 1978)

B. Upon approaching a stationary authorized emergency vehicle or a recovery or repair vehicle displaying flashing emergency or hazard lights, unless otherwise directed, the driver of the vehicle shall:

(1) if reasonably safe to do so, drive in a lane not adjacent to [~~where~~] the [~~authorized emergency~~] stationary vehicle [~~is stopped~~], decrease the speed of the vehicle to a speed that is reasonable and prudent under the circumstances and proceed with caution; or

(2) if it is not reasonably safe to drive in a lane not adjacent to [~~where~~] the [~~authorized emergency~~] stationary vehicle [is stopped], decrease the speed of the vehicle to a speed that is reasonable and prudent under the circumstances, proceed with caution and be prepared to stop. (66-7-332 NMSA 1978)

C. Upon the immediate approach of an oncoming vehicle overtaking or attempting to overtake a vehicle proceeding in the same direction, the driver of that vehicle shall yield the right of way and shall drive to a position to and as close as possible to the right hand edge or curb of the roadway and shall remain as close as possible to the right hand edge or curb of the roadway until the oncoming vehicle has passed. (66-7-332.1 NMSA 1978)

D. This section shall not operate to relieve the driver of an authorized emergency vehicle or the driver of any other vehicle [~~an oncoming vehicle~~] from the duty to drive with due regard for the safety of all persons using the highway. (66-7-322 and 66-7-322.1 NMSA 1978)

12-7-9.2 OPERATION OF OFF-HIGHWAY MOTOR VEHICLES ON STREETS OR HIGHWAYS -- PROHIBITED AREAS.

A. No person shall operate an off-highway motor vehicle on any limited access street at any time or any paved street or highway except as provided in Subsection B, C [~~or~~] D or E of this section.

B. Off-highway motor vehicles may cross streets or highways, except limited access highways or freeways, if the crossings are made after coming to a complete stop prior to entering the street. Off-highway motor vehicles shall yield the right of way to oncoming traffic and shall begin a crossing only when it can be executed safely and then crossing in the most direct manner, as close to a perpendicular angle as possible.

C. If authorized by ordinance or resolution of a local authority or the State Transportation Commission, a recreational off-highway vehicle or an all-terrain vehicle may be operated on a paved street or highway owned and controlled by the authorizing authority if:

(1) the vehicle has one or more headlights and one or more taillights that comply with the Off-Highway Motor Vehicle Act;

(2) the vehicle has brakes, mirrors and mufflers;

(3) the operator has [~~a~~] valid driver's [~~license, instruction permit or provisional license and an off-highway motor vehicle safety permit~~] licenses or permits as required under the Motor Vehicle Code and off-highway motor vehicle safety permits as required under the Off-Highway Motor Vehicle Act;

(4) the operator is insured in compliance with the provisions of the Mandatory Financial Responsibility Act; and

(5) the operator of the vehicle is [~~wearing eye~~] using eye protection [~~and a safety helmet~~] that comply with the Off-Highway Motor Vehicle Act; and

(6) if the operator is under eighteen years of age, the operator is wearing a safety helmet that complies with the Off-Highway Motor Vehicle Act.

D. Except for sections of the Motor Vehicle Code that are in conflict with the licensing and equipment requirements of the Off-Highway Motor Vehicle Act, any operator using an off-highway motor vehicle on a paved street or highway shall be subject to the requirements and penalties for operators of moving or parked vehicles under the Motor Vehicle Code.

[~~D.~~] E. By ordinance or resolution, a local authority or the State Transportation Commission may establish separate speed limits and operating restrictions for off-highway vehicles where they are authorized to operate on paved streets or highways pursuant to Subsection C of this section.

[~~E.~~] F. A person shall not operate an off-highway motor vehicle on state game commission-owned, -controlled or –administered land except as specifically allowed pursuant to Chapter 17, Article 6 NMSA 1978.

[~~F.~~] G. A person shall not operate an off-highway motor vehicle on land owned, controlled or administered by the state parks division of the Energy, Minerals and Natural Resources Department, pursuant to Chapter 16, Article 2 NMSA 1978, except in areas designated by and permitted by rules adopted by the secretary of Energy, Minerals and Natural Resources.

[~~G.~~] H. Unless authorized, a person shall not:

(1) remove, deface or destroy any official sign installed by a state, federal, local or private land management agency; or
(2) install any off-highway motor vehicle-related sign. (66-3-1011 NMSA)

<u>12-7-9.9 OPERATION AND EQUIPMENT – SAFETY REQUIREMENTS</u>

A. A person shall not operate an off-highway motor vehicle:

(1) in a careless, reckless or negligent manner so as to endanger the person or property of another;

(2) while under the influence of intoxicating liquor or drugs as provided by Section 66-8-102 NMSA 1978;

(3) while in pursuit of and with intent to hunt or take a species of animal or bird protected by law unless otherwise authorized by the state game commission;

(4) in pursuit of or harassment of livestock in any manner that negatively affects the livestock's condition;

(5) on or within an earthen tank or other structure meant to water livestock or wildlife, unless the off-highway motor vehicle is on a route designated by the landowner or land management agency as an off-highway motor vehicle route:

(6) in a manner that has a direct negative effect on or interferes with persons engaged in agricultural practices;

(7) in excess of ten miles per hour within two hundred feet of a business, animal shelter, horseback rider, bicyclist, pedestrian or occupied dwelling, unless the person operates the vehicle on a closed course or track or a public roadway;

(8) unless in possession of the person's registration certificate or nonresident permit;

(9) unless the vehicle is equipped with a spark arrester approved by the United States forest service; provided that a snowmobile is exempt from this provision;

(10) when conditions such as darkness limit visibility to five hundred feet or less, unless the vehicle is equipped with:

(a) one or more headlights of sufficient candlepower to light objects at a distance of one hundred fifty feet; and

(b) at least one taillight of sufficient intensity to exhibit a red or amber light at a distance of two hundred feet under normal atmospheric conditions; or

(11) that produces noise that exceeds ninety-six decibels when measured using test procedures established by the society of automotive engineers pursuant to standard J-1287; or

(12) where off-highway motor vehicle traffic is prohibited under local, state or federal rules or regulations.

B. A person under the age of eighteen shall not operate an off-highway motor vehicle:

(1) or ride upon an off-highway motor vehicle without wearing eye protection and a safety helmet that is securely fastened in a normal manner as headgear and that meets the standards established by the department ;

(2) without an off-highway motor vehicle safety permit; or

(3) while carrying a passenger.

C. A person under the age of eighteen but at least ten years of age shall not operate an off-highway motor vehicle unless the person is visually supervised at all times by a parent, legal guardian or a person over the age of eighteen who has a valid driver's license. This subsection shall not apply to a person who is at least:

(1) thirteen years of age and has a valid motorcycle license and off-highway motor vehicle safety permit; or

(2) fifteen years of age and has a valid driver's license, instructional permit or provisional license and off-highway motor vehicle safety permit.

D. A person under the age of ten shall not operate an off-highway motor vehicle unless:

(1) the all-terrain vehicle or recreational off-highway vehicle is an age-appropriate size-fit vehicle established by rule of the department ; and

(2) the person is visually supervised at all times by a parent, legal guardian or instructor of a safety training course certified by the department .

E. An off-highway motor vehicle may not be sold or offered for sale if the vehicle produces noise that exceeds ninety-six decibels when measured using test procedures established by the society of automotive engineers pursuant to standard J-1287. This subsection shall not apply to an off-highway motor vehicle that is sold or offered for sale only for organized competition. (66-3-1010.3 NMSA 1978)

12-10-1.44 SPECIAL RESTRICTIONS ON LAMPS.

A. Lighted lamps or illuminating devices upon a motor vehicle other than headlamps, spot lamps, auxiliary lamps, flashing turn signals, emergency vehicle warning lamps and school bus warning lamps, that project a beam of light of an intensity greater than three hundred candle power shall be directed so that no part of the high-intensity portion of the beam strikes the level of the street on which the vehicle stands at a distance of more than seventy-five feet from the vehicle.

B. {~~No~~] A person shall not drive or move upon [~~any street, any~~] a highway a vehicle or equipment with a lamp or device [~~thereon~~] displaying a red light visible from directly in front of the center of the vehicle or equipment, [~~This section does not apply to any vehicle upon which a red light visible from the front is~~] except as expressly authorized or required by the New Mexico Motor Vehicle Code.

C. Flashing lights are prohibited except as provided in [~~Subsection D of~~] this section and except on authorized emergency vehicles, school buses, snow-removal equipment and highway-marking equipment. Flashing red lights may be used as warning lights on disabled or parked vehicles and on any vehicle as a means of indicating turn.

D. [~~Tow cars~~] A recovery or repair vehicle standing on [~~streets~~] a highway for the purpose of removing, and actually engaged in removing, a disabled vehicle, and while engaged in towing any disabled vehicle, may display flashing lights in any color except red. This provision shall not be construed as permitting the use of flashing lights by [~~tow cars~~] recovery or repair vehicles in going to or returning from the location of disabled vehicles unless actually engaged in towing a disabled vehicle.

E. Only fire department vehicles, law enforcement agency vehicles, ambulances and school buses [~~shall~~] may display flashing red lights visible from the front of the vehicle. All other vehicles authorized by the New Mexico Vehicle Code to display flashing lights visible from the front of the vehicle may use any other color of light that is visible. (66-3-835 NMSA 1978)

DONE this __________ day of __________ 2017.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: ________________________________
Richard A. Boss, Mayor

ATTEST

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Petria Schreiber, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/24/2017 **Report Date:** 10/18/2017 **Report No:** 8.

Submitted By: Bob Johnson

Subject: Consider, and act upon, award of Public Works Bid No. 2017-011 to D & R Tank Company, related to the Rehab Green GSR project, in an amount not to exceed $1,291,680.00, including NMGRT. *(Bob Johnson, Engineering Manager)*

Fiscal Impact: $1,291,680.00
Amount Budgeted: $1,366,791.00
Fund: 081-9399-990.68-99 PW1703

Additional Fiscal Impact:

Recommendation: Approve the award.

Background: The work will consist of removal and replacement of the roof structure and appurtenances, ladders, new roof hatch and manway, new overflow piping, interior and exterior sandblasting and painting, and removal and replacement of the cathodic protection system.

The project was advertised on September 17, 2017. Bids were opened on October 17, 2017 at 2:00 p.m. with one (1) responsive bid received: D & R Tank Company.

Please refer to the attached bid tabulation.

BID TABULATION
REHAB GREEN GSR
PUBLIC WORKS BID NO. 2017-011
OCTOBER 17, 2017 2:00 PM
COMMISSION CHAMBERS

ITEM NO.	QUANTITY	DESCRIPTION	D & R Tank Company Total Price
Base Bid	1 L/S	Rehab Green GSR	$1,196,000.00
		NMGRT 8%	$95,680.00
		TOTAL	$1,291,680.00

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/24/2017 **Report Date:** 10/16/2017 **Report No:** 9.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, the proposed Event Sponsorship Policy and Proposed Special Event Fees. *(Regina Michaud, Recreation Center Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: No Fiscal Impact.

Recommendation: Approve the Event Sponsorship Policy and Proposed Special Event Fees.

Background: The Community Services Department is requesting that the City Commission approve the proposed Event Sponsorship Policy and Proposed Special Event Fees. The need exists for implementing a policy for events that we permit through the CS Department. This policy will enable our department to streamline our process to be fair and consistent to outside organizations that are seeking to use our parks or facilities.

Event Sponsorship Policy

Overview

Philosophy

- It is recognized that Special Events enhance the City of Alamogordo lifestyle and provide benefits to citizens through the creation of unique venues for expression, activity and entertainment.
- The City of Alamogordo wishes to support the efforts of other agencies (e.g., non-profit organizations, local businesses) whose events, held in City parks or facilities, further City of Alamogordo core goals and services.

Policy

- It is the policy of the City of Alamogordo (COA) Community Services Department to actively support the efforts of other agencies (e.g., non-profit organizations, local businesses) whose events, held in COA parks or facilities, further COA core program goals and services.
- All requests are to be submitted to the COA Community Services Department and are subject to the approval.
- All permit fee waivers or reductions, reduced facility rental fees and sponsorship agreements must comply with the guidelines and procedures set forth in this policy.

Purpose

- It is the purpose of the COA Community Services Department to establish a process for permitting members of the public and private sector to use City streets, facilities and services for special event venues.
- By recognizing special event venues, it is further intended to:
  - Provide a coordinated process for regulation of special events and activities,
  - Ensure the health and safety of patrons of special events,
  - Prohibit illegal activity from occurring within special event venues,
  - Protect the rights and interests granted to special event permit holders,
  - Supplement land use regulations and create a mechanism for cost recovery for special events utilization of City resources.

Options

- This policy sets forth two support options – *Sponsorship or Partnership*
  - Both options require that a requesting organization's event
    1. Aligns closely with COA Community Services Department core program goals and services.
    2. Provides COA an appropriate level of recognition and marketing exposure.
  - The partnership option also requires that a requesting organization's event:
    1. Allows designated COA staff to actively take part in planning, organizing and conducting the event.

Sponsorship Criteria & Support

- CRITERIA
  - *The event should:*
    - Promote beneficial use of the park and/or facility,
    - Be free and open to the public,
    - Promote community pride and involvement,
    - Comply with all state, federal and local laws.
  - *The event should not have a religious or political purpose.*
- SUPPORT
  - Qualifying organization would receive a 25% reduction of all fees.

Partnership Criteria & Support

- CRITERIA
  - *The event should:*
    - Promote beneficial use of the park and/or facility,
    - Be free and open to the public,
    - Promote community pride and involvement,
    - Comply with all state, federal and local laws
    - Invite designated COA staff to actively take part in planning, organizing and conducting the event.
  - *The event should not have a religious or political purpose.*
- SUPPORT
  - Qualifying organization would receive a 50% reduction of all fees – OR – a waiver of all fees if providing COA a 25% event revenue share for the event.
    - *The requesting organization may choose which option they prefer.*

Further Criteria

- For both sponsorships and partnerships requesting organizations must:
  - Be the primary organizer of the event,
  - Procure/carry general liability insurance of at least $1,050,000 for the event and name the COA as ‘additionally insured,’
  - Are responsible for all other costs associated with the event (e.g., security, utility fees, portable toilet or trash services…)

Procedures

- All applications for a COA Sponsorship or Partnership must be submitted to the *COA Special Events Manager*.
  - **Requesting a COA Sponsorship**
    - Submit a completed Special Event Application with a cover letter that officially requests COA Sponsorship and indicates how the organization meets the criteria a minimum of 60 days before the event/activity.
  - **Requesting a COA Partnership**
    - Submit a completed Special Event Application with a cover letter that officially requests COA Partnership and indicates how the organization meets the criteria a minimum of 6 months before the event/activity. The number of COA partnerships per year are limited. Therefore, early request submission is highly recommended.
  - Requests will be reviewed by staff, providing a recommendation to the Community Services Director.
  - Requests will be considered on a case by case basis, dependent on the availability of department staff and resources.
  - The Community Services Director must approve any request for COA Sponsorship or COA Partnership.
  - Requests for COA Sponsorship or COA Partnership for events/activities held annually must be resubmitted each year.
  - COA Sponsorship or COA Partnership in a given year does not signify or guarantee future or on-going sponsorship.

Proposed Special Event Fees

- Special event fees would replace the standard park rental fees.
- Fee includes a $20 non-refundable processing fee.
- Fee also includes an additional recovery cost to cover inherently higher COA resource impacts and staff costs (e.g., permit review/processing, event staffing…) and maintenance costs (e.g., turf repair, seeding, fertilizing…).
- Fee does not include the Extra Fees (e.g., electricity, vehicle, Temporary Stage, damage deposit…) those fees would be added onto the cost.
- Tiers 1 & 2 – the pricing covers/includes a single day event rental.
- Tiers 3 & 4 – if event is 500+ people, the pricing covers/includes up to a three day event rental.
- If viewed as a per anticipated attendee assessment, at the base rate the assessment range is $.48 - $1.20 per anticipated attendee and at the Paid Event rate the average assessment is $.96 - $2.40 per anticipated attendee.

Proposed Special Event Fees

Special Event Fees		
TWO CATEGORIES - FOUR TIER PRICING BASED ON ANATICIPATED NUMBER OF PARTICIPANTS		PROPOSED FEE
Damage Deposit – (returned if no damage or clean up fees assessed)		$200.00
Free Special Event (100-250 people)		$120.00
Free Special Event (251-500 people)		$240.00
Free Special Event (501-1000 people)		$480.00
Free Special Event (1000+ people)		$960.00
Paid Special Event (100-250 people) - if participant entry fee/donation required		$240.00
Paid Special Event (251-500 people) - if participant entry fee/donation required		$480.00
Paid Special Event (501-1000 people) - if participant entry fee/donation required		$960.00
Paid Special Event (1000+ people) - if participant entry fee/donation required		$1920.00

Sponsorship Example

Cottonwood Festival - Standard

Standard Park Fees				
Anticipated Attendance (200-300 per day = 600-900 total)	Daily Rate	# of Items	# of Days	Total Due
Alameda Park Gazebo	$44.50		3	$133.50
Alameda Park South	$35.75		3	$107.25
Temporary Stage (3 day rental)	N/A		3	$1000.00
Electricity / Power Poles (13 poles)	$19.00	13	3	$741.00
GRAND TOTAL				$1981.75

Cottonwood Festival – Sponsored

Special Event Fee				
Anticipated Attendance (200-300 per day = 600-900 total)	Daily Rate	# of Items	# of Days	Total Due
Special Event Fee (Tier 3 Rate - 3 day rental)	N/A		3	$480.00
Temporary Stage (3 day rate)	N/A		3	$1000.00
Electricity / Power Poles (13 poles)	$19.00	13	3	$741.00
Sub Total				$2221.00
25% Discount				-$555.25
GRAND TOTAL				$1665.75

Partnership Example

Cottonwood Festival - Standard

Standard Park Fees				
Anticipated Attendance (200-300 per day = 600-900 total)	Daily Rate	# of Items	# of Days	Total Due
Alameda Park Gazebo	$44.50		3	$133.50
Alameda Park South	$35.75		3	$107.25
Temporary Stage (3 day rental)	N/A		3	$1000.00
Electricity / Power Poles (13 poles)	$19.00	13	3	$741.00
GRAND TOTAL				$1981.75

Cottonwood Festival – Partnered

Special Event Fee				
Anticipated Attendance (200-300 per day = 600-900 total)	Daily Rate	# of Items	# of Days	Total Due
Special Event Fee (Tier 3 Rate - 3 day rental)	N/A		3	$480.00
Temporary Stage (3 day rate)	N/A		3	$1000.00
Electricity / Power Poles (13 poles)	$19.00	13	3	$741.00
Sub Total				$2221.00
50% Discount				-$1110.50
GRAND TOTAL				$1110.50

Proposed Park Fees

- Fee grids on the next two slides show proposed park fees.
- New proposed fees for:
  - Park Fee - Washington Park Stage
  - Park Fee – Half Day Fee for All Parks - Monday-Friday
  - Extra Fees – Vehicle & Car Show
- Increasing Park Pavilion fee to match Gazebo rates simplifying fee structure. Note – the new option for half day rentals will minimize the impact of the increase.
- Slight increase (less than $1) to all other fee rates, rounding them up to the nearest whole dollar amount.

Proposed Park Fees

PARK RENTAL FEES		
	CURRENT FEE	PROPOSED FEE
*Alameda Park Pavilion (per day)	$27.50	**$45.00**
*Alameda Park Pavilion (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		**$28.00**
Alameda Park North (per day)	$35.75	$36.00
*Alameda Park North (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		$22.00
Alameda Park South (per day)	$35.75	$36.00
*Alameda Park South (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		$22.00
Alameda Park Gazebo (per day)	$44.50	$45.00
*Alameda Park Gazebo (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		$28.00
*Desert Foothills Park Pavilion (per day)	$27.50	**$45.00**
*Desert Foothills Park Pavilion (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		**$28.00**
Garden Center Gazebo (per day)	$44.50	$45.00
*Garden Center Gazebo (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		$28.00
*Washington Park Pavilion (per day)	$27.50	**$45.00**
*Washington Park Pavilion (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		**$28.00**
*Washington Park Stage (per day) *includes electricity*		**$45.00**
*Washington Park Stage (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		**$28.00**

Proposed Park Fees

Extra Fees

	CURRENT FEE	PROPOSED FEE
Electricity Fee – Permanent Electrical Outlet / Box	$19.00	$19.00
Electricity Fee – Temporary Power Pole (per pole)	$19.00	$19.00
Temporary Stage – (maximum 3 day use, includes delivery/set up/take down)	$1000.00	$1000.00
*Vehicle Fee – (up to 5 vehicles on park property)		**$25.00**
*Vehicle Fee – (over 5 vehicles on park property)		**$50.00**
*Car Show Fee		**$100.00**

Playfield, Rink and Court Fees

	CURRENT FEE	PROPOSED FEE
Ballfield Light Use (per field / per hour)	$10.75	$11.00
Ballfield (1 field / per day)	$19.25	$20.00
Ballfield (4 fields / per day)	$77.00	$77.00
Skate Park (per day)	$38.00	$38.00
Tennis Courts (1 court / per hour)	$19.25	$20.00
Tennis Courts (8 courts / per hour)	$135.50	$136.00
Tournament Admin Fee	$17.50	$18.00

Thank You

Special Event Fees

- *Special event fees would replace the individual park rental fees (listed below)*
- *Fee includes a $20 non-refundable processing fee.*
- *Fee also adds on an additional recovery cost to cover inherently higher COA resource impacts and staff costs (e.g., permit review/processing, event staffing…) and maintenance costs (e.g., watering, seeding, fertilizing, repair).*
- *Special event fees DO NOT cover extra fees (e.g., electricity, vehicle, Temporary Stage, damage deposit…) those fees would be added onto the cost.*
- *Tiers 1 & 2 – the pricing covers/includes a single day event rental*
- *Tiers 3 & 4 – if event is 500+ people, the pricing covers/includes up to a three day event rental*
- *If viewed as a per anticipated attendee assessment, at the base Individual/Business rate the assessment range is $.48 - $1.20 per anticipated attendee; at the Non-Profit rate the average assessment is $.36 - $.90 per anticipated attendee; and at the Paid Event rate the average assessment is $.96 - $2.40 per anticipated attendee.*

TWO CATEGORIES - FOUR TIER PRICING BASED ON PARTICIPANT #		PROPOSED FEE
Damage Deposit – (returned if no damage or clean up fees assessed)		***$200.00***
Individual / Business (100-250 people)		$120.00
Individual / Business (251-500 people)		$240.00
Individual / Business (501-1000 people)		$480.00
Individual / Business (1000+ people)		$960.00
Paid Event (100-250 people) *– if participant entry fee / donation required*		$240.00
Paid Event (251-500 people) *– if participant entry fee / donation required*		$480.00
Paid Event (501-1000 people) *– if participant entry fee / donation required*		$960.00
Paid Event (1000+ people) *– if participant entry fee / donation required*		$1920.00

Park Rental Fees		
	CURRENT FEE	PROPOSED FEE
Alameda Park Pavilion (per day)	$27.50	**$45.00**
Alameda Park Pavilion (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		**$28.00**
Alameda Park North (per day)	$35.75	$36.00
Alameda Park North (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		$22.00
Alameda Park South (per day)	$35.75	$36.00
Alameda Park South (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		$22.00
Alameda Park Gazebo (per day)	$44.50	$45.00
Alameda Park Gazebo (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		$28.00
Desert Foothills Park Pavilion (per day)	$27.50	**$45.00**
Desert Foothills Park Pavilion (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		**$28.00**
Garden Center Gazebo (per day)	$44.50	$45.00
Garden Center Gazebo (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		$28.00
Washington Park Pavilion (per day)	$27.50	**$45.00**
Washington Park Pavilion (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		**$28.00**
Washington Park Stage (per day) *includes electricity*		**$45.00**
Washington Park Pavilion (Mon-Fri, half day: 8am-1pm or 4pm-9 pm)		**$28.00**

Extra Fees		
	CURRENT FEE	PROPOSED FEE
Electricity Fee – Permanent Electrical Outlet / Box	$19.00	$19.00
Electricity Fee – Temporary Power Pole (per pole)	$19.00	$19.00
Temporary Stage – (maximum 3 day use, includes delivery/set up/take down)	$1000.00	$1000.00
Vehicle Fee – (up to 5 vehicles on park property)		$25.00
Vehicle Fee – (over 5 vehicles on park property)		$50.00
Car Show Fee		$100.00

Playfield, Rink and Court Fees		
	CURRENT FEE	PROPOSED FEE
Ballfield Light Use (per field / per hour)	$10.75	$11.00
Ballfield (1 field / per day)	$19.25	$20.00
Ballfield (4 fields / per day)	$77.00	$77.00
Skate Park (per day)	$38.00	$38.00
Tennis Courts (1 court / per hour)	$19.25	$20.00
Tennis Courts (8 courts / per hour)	$135.50	$136.00
Tournament Admin Fee	$17.50	$18.00

CITY OF ALAMOGORDO, COMMUNITY SERVICES DEPARTMENT

EVENT SPONSORSHIP POLICY & PROCEDURES

1.0 Policy

It is the policy of City of Alamogordo (COA) Community Services to actively support the efforts of non-profit organizations, outside organizations and other governmental agencies whose events, held in COA parks or facilities, further COA core program goals and services. All requests are to be submitted to the COA Community Services Department and are subject to the approval of the Community Services Director. All permit fee waivers and reductions, reduced facility rentals and sponsorship agreements must comply with the guidelines and procedures set forth below.

Policy Exclusions - Non-Qualifying Organizations:
There are some organizations that do not qualify for consideration in the sponsorship or partnership of an event with the City. The exclusion does not preclude such organizations from utilizing City parks and facilities, it only disallows their consideration for an event sponsorship or partnership. Below are two such exceptions.

1.1 In order to maintain an impartial, bipartisan city government – political organizations do not qualify for consideration of event sponsorship or partnership by COA.
1.2 In order to maintain an impartial separation of government and religion – religious organizations do not qualify for consideration of event sponsorship or partnership by COA.

2.0 Definitions

2.1 **Facility Rental Fees**
COA Community Services charges the public a rental fee for priority and/or exclusive use of any park or recreation facility (e.g., Washington Park pavilion, AFRC pool, Griggs Sports Complex fields…) to conduct an event or activity. Fees collected assist in offsetting associated facility set-up, maintenance and/or replacement costs.

2.2 **Equipment Use Fees**
COA Community Services charges the public a use fee for the use of city-owned equipment (e.g., portable stage) to conduct an event or activity. Fees collected assist in offsetting associated equipment maintenance and/or replacement costs.

2.3 **Sponsorship**
COA Community Services may elect to sponsor qualifying organizations. If sponsored, qualifying organizations would receive a 25% reduction of fees for an event/activity on city property that:

2.3.1 aligns closely with the department's core program goals and services, ***and***
2.3.2 provides COA an appropriate level of marketing exposure (COA must approve all marketing materials.

2.4 **Partnership**

COA Community Services may elect to partner with qualifying organizations. If partnering, qualifying organizations would receive either a 50% reduction of fees – OR – a waiver of all fees if providing COA a 25% event revenue share for an event/activity on city property that:

2.4.1 aligns closely with the department's core program goals and services,
2.4.2 allows designated COA staff to actively take part in planning, organizing and conducting the event/activity, ***and***
2.4.3 provides COA an appropriate level of marketing exposure (COA must approve all marketing materials).

3.0 Philosophy and Purpose

It is the purpose of the City of Alamogordo (COA) to establish a process for permitting members of the public and private sector to use City Streets, facilities or services. It is recognized that these special events enhance the City of Alamogordo lifestyle and provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental services.

By recognizing special event venues, it is further intended to supplement land use regulations, to provide a coordinated process for the regulation of special event activities, to ensure the health and safety of patrons of special events, to prohibit illegal activity from occurring within special event venues, and to protect the rights and interests granted to special event permit holders. It is further intended to create a mechanism for cost recovery for the special events using City resources.

4.0 Guidelines for COA Sponsorship

Qualifying organizations may receive a 25% reduction of rental and use fees for an event/activity on city property that aligns closely with the department's core goals ***and*** provides COA with an appropriate level of marketing exposure. When evaluating proposals from organizations, the following criteria are used:

4.1 The event/activity should promote beneficial use of the park and/or recreation facility.
4.2 The event/activity should be free and open to the public. There should be no fund-raising activities or aspects to the event/activity. Any exceptions must be approved by the Community Services Director.
4.3 The event/activity should promote community pride and involvement.
4.4 The event/activity must comply with all state, federal and local laws.
4.5 The event/activity should not have a religious or political purpose.
4.6 The non-profit organization must carry general liability insurance of at least $1,050,000 for the event/activity with the COA named as additionally insured.
4.7 The organization must be the primary organizer of the event/activity and is responsible for all other costs associated with the event/activity (e.g., general liability insurance, light fees, police coverage, overnight security, concessions, toilet/trash service agreements, damage repair…).
4.8 The sponsoring organization should clearly recognize COA as a sponsor (including logo) on all marketing materials and announcements associated with the event/activity. And, if appropriate, a department banner should be displayed at the event/activity. COA must approve all marketing materials.

5.0 Guidelines for COA Partnership

COA Community Services may elect to partner with qualifying organizations. Partnered events/activities must align closely with the department's core program goals and services, actively involve COA staff in planning and conducting event and provide COA with an appropriate level of marketing exposure. If partnering, qualifying organizations would receive either a 50% reduction of fees – OR – a waiver of all fees if providing COA a 25% event revenue share When evaluating proposals from organizations, the following criteria are used:

5.1 The event/activity should promote beneficial use of the park and/or recreation facility.
5.2 The event/activity should promote community pride and involvement.
5.3 The event/activity must comply with all state, federal and local laws.
5.4 The event/activity does not have a religious or political purpose.
5.5 The organization must be the primary organizer of the event/activity and is responsible for all outside permits and costs associated with the event/activity (e.g., general liability insurance, damage repair, contracted services - security, toilets, trash…).
5.6 The non-profit organization must carry general liability insurance of at least $1,050,000 for the event/activity with the COA named as additionally insured.
    5.6.1 Other COA departments (including City Commission offices) are exempt from the general liability insurance requirement.
5.7 Designated COA staff must actively take part in planning, organizing and conducting the event/activity,
5.8 The organization should clearly recognize COA as a sponsor (including logo) on all marketing materials and announcements associated with the event/activity. And, if appropriate, a department banner should be displayed at the event/activity. COA must approve all marketing materials.

6.0 Procedures

All applications for a Non-Profit Discount, COA Sponsorship and COA Co-Sponsorship must be submitted at:

Sgt Willie Estrada Memorial Civic Center
ATTN: Special Events Manager
800 East 1st Street
Alamogordo, NM 88310

6.1 **Requesting a COA Sponsorship**
    6.1.1 Submit a completed Special Event Application with a cover letter that officially requests COA Sponsorship and indicates how the organization meets the criteria in Section 5.0 above a minimum of 60 days before the event/activity.

6.2 Requesting a COA Partnership
    6.2.1 Submit a completed Special Event Application with a cover letter that officially requests COA Partnership and indicates how the organization meets the criteria in Section 6.0 a minimum of 6 months before the event/activity. The number of COA partnerships per year are limited. Therefore, early request submission is highly recommended.

6.3 Requests will be reviewed by staff, providing a recommendation to the Community Services Director.
6.4 Requests will be considered on a case by case basis, dependent on the availability of department staff and resources.
6.5 The Community Services Director must approve any request for COA Sponsorship or COA Partnership.
6.6 Requests for COA Sponsorship or COA Partnership for events/activities held annually must be resubmitted each year.
6.7 COA Sponsorship or COA Partnership in a given year does not signify or guarantee future or on-going sponsorship.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/24/2017 **Report Date:** 10/18/2017 **Report No:** 10.

Submitted By: Petria Schreiber

Subject: Consider and act upon, the approval of a Gross Receipts Investment Program (GRIP) application from Malhotra Foods, Inc. dba Subway. *(Petria Schreiber, City Attorney)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve application and direct the City Attorney to prepare the required resolution and reimbursement agreement for future consideration and action.

Background: The City passed an ordinance creating a "Gross Receipts Investment Program" (GRIP). As recited in the ordinance, the purpose of the program is "to attract new businesses or commercial activities, or encourage the expansion of an existing business or commercial activity whose gross receipts are subject to the imposition of gross receipts tax, thereby creating new job opportunities for the citizens of the City of Alamogordo". This is accomplished through the refund of the City's portion of the gross receipts taxes directly attributable to a new or expanded business or commercial activity within the City.

Malhotra Foods, Inc. has submitted such a GRIP application for their new development of the property located at 3181 N. White Sands Blvd. Based on the GRIP application submitted, (copy attached), the restaurant will generate approximately $48,000 in gross receipts taxes while creating 12 full-time jobs.. The application has satisfied all three eligibility requirements as set forth in the GRIP Ordinance. Therefore, staff recommends approval of the application. If the application is approved, the next step in the process is the preparation of a GRIP agreement which would be brought before the Commission for its consideration.

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

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

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

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

PART 1 - APPLICANT INFORMATION DBA:

Business Name: MALHOTRA FOODS INC. SUBWAY 66132
Submittal Date: 01/05/2017
Address/City: 3181 NORTH WHITE SANDS BLVD. ALAMOGORDO, NM 88310
Name/Address/Phone of Business Contact on this Project: PANKAJ KUMAR MALHOTRA
RESIDENCE ADDRESS: 2154 SEDONA HILLS PARKWAY, LAS CRUCES, NM-88011

Business Owner [ ] Developer [ ]
Type of Business: Corporation [✓] Partnership [ ]
Proprietorship [ ] Limited Liability Company [ ]

PART II - PROJECT INFORMATION

This application is for a: New Business [✓] Expanding Existing Business [ ]
Type of Activity: Commercial [ ] Retail [✓]
Attach a brief company overview, including a brief description of the product(s) and/or services, years in respective industry, and major clients/buyers of company's products and/or services.
Attachment Yes [✓] SUBWAY SANDWICHES & SALADS FRANCHISE FAST FOOD

Attach a brief description of the product(s) and/or services that will be produced or sold in Alamogordo? Attachment Yes [ ] SUBWAY SANDWICHES & SALADS, FAST FOOD FRANCHISE
Type of Construction: New Construction [ ] Rehabilitation of Existing Structure [✓]

Proposed Facility Address and Legal Description: (See Exhibit A) 3181 NORTH WHITE SANDS BLVD., ALAMOGORDO, NM-88310
Attach a map showing site: (See Exhibit B)

PART III - PROJECT DESCRIPTION

PLEASE COMPLETE AND SUBMIT THE FOLLOWING FOR THE PROJECT:

Brief description of work: INTERIOR REMODEL WITH ALL NEW FINISHES, EQUIPMENT & SIGNS.

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

Total cost of the expansion or new construction: $ 211,434.46
Include documentation to support cost of improvements. Acceptable examples are:
1) A notarized list identifying the general categories of the work completed, the date the work was completed, and each category's expense.
2) The Affidavit of the draw payments of the construction contract. (Please ensure that the affidavit includes a description of the work completed.)
3) Settlement Statement of the bank loan taken out for the construction costs.

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

PART IV - ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements: $ 211,434.46
B. Permanent employment estimates:
   If existing facility, the current employment level: ____
   Estimated number of new jobs created: 10—12
C. Construction employment estimates:
   Construction to start: Month: APRIL Year: 2016
   Construction to be completed: Month: SEPT. Year: 2016
   Number of construction jobs anticipated:
   At start: 4 Peak: 8 Finish: ____
D. Estimated property tax base value increase:
   Valuation of existing property as of January 1, preceding this application:

LAND	IMPROVEMENTS
$	$ 211,434.46

Estimated value of property upon completion of the project subject.

LAND IMPROVEMENTS

$________ $ 211,434.46

Estimated Gross Receipt Taxes generated by the business prior to the expansion or construction. $ 12,871.44

Estimated Gross Receipt Taxes to be generated by the business after the expansion or construction. $ 48,000.00 APPROXIMATELY A YEAR.

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

01/05/2017

Date

R. K. Malhotra

Signature of Applicant

OTERO COUNTY ASSESSOR'S OFFICE

Property Profile Active

Account:	R019259	Tax Year:	2018	Account Type:	B
Mill Levy	32.385000	Version:	01/01/2018	Area ID:	01_NR
Estimated Tax:	$2,422.40	Parcel:	01N4055092011123	Previous ID:	01-10473

Owners Name and Mailing Address	Property Location
SOLID CAP PROPERTIES LLC C\O ANITA ARTALEJO 1500 WEST MALONEY	Situs: 3181 N WHITE SANDS City, State, Zip: ALAMOGORDO, NM 88310 Neighborhood: C32

Legal Description

Subd: WHITE SANDS MALL Lot: TR 4

Assessment Information

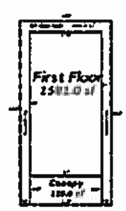
2018 Tax Year	Full Value	Assessed Value	Gross Sq Ft	Acres	Taxable
Land:	55,527	18,509		0.796	
Improvements:	168,873	56,291	1581.000		
Exemptions:		0			
Total:	224,400	74,800		0.796	74,800

2017 Tax Year	Full Value	Assessed Value	Gross Sq Ft	Acres	Taxable
Land:	55,527	18,509		0.796	
Improvements:	168,873	56,291	1581.000		
Exemptions:					
Total:	224,400	74,800			74,800

Public Remarks

Photograph

Building Sketch



Book - Page	Reception #	Grantor	Grantee	Date
	201701552	WHITE SANDS MALL LLC	SOLID CAP PROPERTIES LLC	02/28/2017
B: 0484 P: 0144	04840144			
B: 0484 P: 0143	04840143			
B: 0559 P: 0758	05590758			
B: 0690 P: 0174	06900174			
B: 0794 P: 0645	07940645			
B: 0841 P: 0795	08410795			

R019259

12/18/2015 - 06/11/2016

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/24/2017 **Report Date:** 10/19/2017 **Report No:** 11.

Submitted By: Veronica Ortega

Subject: Consider and act upon, award IFB No. 2017-09 to multiple vendors, in the amount not to exceed $138,364.45 related to Miscellaneous Foods, Dairy Products & Items for the Alamogordo Senior Center Nutrition Program. *(Veronica Ortega, Community Services Director)*

Fiscal Impact:

Amount Budgeted: $58,073.79
$32,564.15
Fund: 071-8024-445-3260
071-8023-445-3260

Additional Fiscal Impact: $138,364.45

Recommendation: Award Brady Industries (4) four items for an estimated total $249.76. Award Sysco (157) One-Hundred and fifty-seven items for an estimated total $80,784.61. Award Shamrock Foods (89) eighty-nine items for an estimated total $45,780.05. Award Ben E. Keith (58) fifty-eight items for an estimated total $11,550.03.

Bid amount estimated total $138,364.45.

Background: IFB 2017-09 was advertised September 3, 2017 and opened October 12, 2017. The IFB was sent out to (7) prospective bidders with four (4) 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 November 01, 2017 through April 30, 2018.

Fiscal impact will be no more than budget. Total estimated bid of $138,364.45 is based on maximum bid quantities. Orders are placed as items are needed, and will not exceed amount budgeted.

						Ben E. Keith			Sysco			Shamrock			
						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
1	20	cs	6 - #10/per cs	Apples-sliced-solid pk-**in water**	6/10	$ 31.83	$ 636.52	6/10	$ 31.68	$ 633.60	6/10	$ 38.90	$ 778.00		
2	20	cs	6 - #10/per cs	Applesauce, **unsweetened**	6/10	$ 25.79	$ 515.87	6/10	$ 26.18	$ 523.60	6/10	$ 24.73	$ 494.60		
3	72	cs	6 - #10/per cs	Apricot-Halves-**in light syrup**	6/10	$ 41.95	$ 3,020.09	6/10	$ 36.19	$ 2,605.68	6/10	$ 37.42	$ 2,499.84		
4	18	cs	6 - #10/per cs	Cherries-pitted-red-tart-**in water**	NB	N/B	$ -	NB			2/5#	$ 20.43	$ 367.74		
5	6	cs	6 - #10/per cs	Cranberry Sauce - **whole**	6/10	$ 41.45	$ 248.67	6/10	$ 48.54	$ 291.24	6/10	$ 44.39	$ 266.34		
6	6	cs	10 #/per cs	Coconut-**shredded**	10/1#	$ 29.76	$ 178.57	1/10#	$ 20.05	$ 120.30	5/2#	$ 25.37	$ 152.22		
7	30	cs	6 - #10/per cs	Mixed Fruit - **in light syrup**	6/10	$ 41.40	$ 1,242.07	6/10	$ 40.90	$ 1,227.00	6/10	$ 31.38	$ 941.40		
8	10	cs	6 - #10/per cs	Oranges-Mandarin-**in water**	NB	N/B	$ -	6/10	$ 19.87	$ 198.70	6/10	$ 25.32	$ 253.20		
9	72	cs	6 - #10/per cs	Peaches-**diced-in light syrup**	6/10	$ 41.13	$ 2,961.39	6/10	$ 25.73	$ 1,852.56	6/10	$ 34.20	$ 2,462.40		
10	72	cs	6 - #10/per cs	Pears-**diced-in light syrup**	6/10	$ 41.96	$ 3,020.87	6/10	$ 30.05	$ 2,163.60	6/10	$ 34.20	$ 2,462.40		
11	24	cs	6 - #10/per cs	Pineapple-**crushed-light syrup**	NB	N/B	$ -	6/10	$ 27.99	$ 671.76	6/10	$ 34.12	$ 818.88		
12	24	cs	6 - #10/per cs	Pineapple-**tidbits-light syrup**	NB	N/B	$ -	6/10	$ 24.56	$ 589.44	6/10	$ 28.22	$ 677.28		
13	9	cs	6 - #10/per cs	Plums-Purple-**heavy syrup**	NB	N/B	$ -	6/10	$ 33.97	$ 305.73	6/10	$ 31.45	$ 283.05		
14	4	cs	24 - 1 #/per cs	Raisins-**seedless**	24/15oz	$ 35.54	$ 142.17	24/15oz	$ 37.72	$ 150.88	12/2#	$ 47.23	$ 188.92		
15	72	cs	6 - #10/per cs	Tropical-Fruit-**in light syrup**	6/10	$ 43.82	$ 3,154.70	6/10	$ 40.31	$ 2,902.32	6/10	$ 43.23	$ 3,112.56		
16	5	cs	12 - 32 oz/per cs	Juice - Lemon	NB	N/B	$ -	12/32oz	$ 25.80	$ 129.00	12/32oz	$ 26.75	$ 133.75		
17	5	cs	12 - 46 oz/per cs	Juice - Pineapple	12/46oz	$ 24.32	$ 121.58	12/46oz	$ 21.73	$ 108.65	12/46oz	$ 32.70	$ 163.50		
18	6	cs	6 - #10/per cs	Pie - Filling - Apple	6/10	$ 47.96	$ 287.74	6/10	$ 44.86	$ 269.16	6/10	$ 54.14	$ 324.84		
19	6	cs	6 - #10/per cs	Pie - Filling - Cherry	6/10	$ 70.28	$ 421.70	6/10	$ 57.60	$ 345.60	6/10	$ 87.54	$ 525.24		
20	6	cs	6 - #10/per cs	Pie - Filling - Peach	6/10	$ 66.29	$ 397.76	6/10	$ 55.36	$ 332.16	6/10	$ 82.59	$ 495.54		
21	750	#	50 #/per bag	Beans - Northern-White-Medium-Cleaned	NB	N/B	$ -	1/20#	$ 24.22	$ 18,165.00	1/20#	$ 18.78	$ 704.25		
22	6	cs	6 - #10/per cs	Beans - Pinto-Dry-Triple Cleaned	50#	$ 24.89	$ 149.35	1/50#	$ 27.23	$ 163.38	1/50#	$ 26.00			
23	6	cs	6 - #10/per cs	Beans - Pork-N-Beans	6/10	$ 26.04	$ 156.26	6/10	$ 26.52	$ 159.12	6/10	$ 28.24	$ 169.44		
24	6	cs	6 - #10/per cs	Beans - Ranch - Style - in sauce	6/10	$ 31.85	$ 191.09	6/10	$ 22.98	$ 137.88	6/10	$ 33.64	$ 201.84		
25	15	cs	6 - #10/per cs	Beans - Three-Bean-Salad	NB	N/B	$ -	6/10	$ 41.56	$ 623.40	6/10	$ 35.78	$ 536.70		

						Ben E. Keith			Sysco			Shamrock			
						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
26	15	cs	6 - #10/per cs	Beets-Sliced-in juice	**6/10**	$ 32.08	$ 481.14	**6/10**	$ 23.22	$ 348.30	**6/10**	$ 24.87	$ 373.05		
27	5	cs	6 - #10/per cs	Beets-Sliced-**Pickled**-in juice	**NB**	N/B	$ -	**NB**	$ 30.16	$ 150.80	**6/10**	$ 29.38	$ 146.90		
28	3	cs	6 - #10/per cs	Mushrooms - Stems & Pieces	**6/10**	$ 34.85	$ 104.54	**12/16oz**	$ 26.22	$ 78.66	**6/10**	$ 33.88	$ 101.64		
29	15	cs	6 - #10/per cs	Peas - Blackeyed, **no snaps**	**6/10**	$ 27.77	$ 416.58	**6/10**	$ 25.33	$ 379.95	**6/10**	$ 26.33	$ 394.95		
30	5	cs	6 - #10/per cs	Peppers - Jalapeno - **Sliced**	**6/10**	$ 17.95	$ 89.73	**6/10**	$ 27.02	$ 135.10	**6/10**	$ 22.42	$ 112.10		
31	6	cs	6 - #10/per cs	Potato-Instant Granules-**Complete**	**6/5.31#**	$ 49.15	$ 294.91	**6/5.31#**	$ 45.22	$ 271.32	**6/10**	$ 46.67	$ 280.02		
32	27	cs	6 - #10/per cs	Potato - Sweet - cut - **in syrup**	**6/10**	$ 34.09	$ 920.35	**6/10**	$ 34.95	$ 943.65	**6/10**	$ 38.15	$ 1,030.05		
33	6	cs	6 - #10/per cs	Sauerkraut-shredded	**6/10**	$ 30.04	$ 180.26	**6/10**	$ 27.36	$ 164.16	**6/10**	$ 27.17	$ 163.02		
34	5	cs	6 - #10/per cs	Tomato - Ketchup	**6/10**	$ 22.07	$ 110.33	**6/10**	$ 22.03	$ 110.15	**6/10**	$ 28.92	$ 144.60		
35	4	cs	6 - #10/per cs	Tomato - Pizza - Sauce	**6/10**	$ 23.90	$ 95.61	**6/10**	$ 24.68	$ 98.72	**6/10**	$ 25.79	$ 103.16		
36	4	cs	6 - #10/per cs	Tomato - Spaghetti - Sauce	**6/10**	$ 25.68	$ 102.74	**6/10**	$ 22.20	$ 88.80	**6/10**	$ 35.61	$ 142.44		
37	10	cs	6-#10/per cs	Tomato - Paste	**6/10**	$ 31.66	$ 316.63	**6/10**	$ 31.96	$ 319.60	**6/10**	$ 33.98	$ 339.80		
38	10	cs	6 - #10/per cs	Tomato - Sauce	**6/10**	$ 19.55	$ 195.54	**6/10**	$ 23.76	$ 237.60	**6/10**	$ 20.62	$ 206.20		
39	15	cs	6 - #10/per cs	Tomato - Stewed	**6/10**	$ 22.02	$ 330.33	**6/10**	$ 23.07	$ 346.05	**6/10**	$ 25.16	$ 377.40		
40	10	cs	48 - 6 oz/per cs	Juice - Tomato - **low-sodium**	**NB**	N/B	$ -	**48/5.5oz**	$ 15.84	$ 158.40	**48/5.5oz**	$ 20.47	$ 204.70		
41	10	cs	48-6 oz/per cs	Juice - V8 - **low-sodium**	**NB**	N/B	$ -	**48/5.5oz**	$ 22.16	$ 221.60	**48/5.5oz**	$ 24.95	$ 249.50		
42	5	cs	6 - 5#/boxes	Cake-Chocolate	**6/5#**	$ 41.52	$ 207.61	**NB**			**6/5#**	$ 67.60	$ 338.00		
43	5	cs	6 - 5#/boxes	Cake-Spice	**6/5#**	$ 29.83	$ 149.13	**6/5#**	$ 56.52	$ 282.60	**6/5#**	$ 64.70	$ 323.50		
44	5	cs	6 - 5#/boxes	Cake-White	**6/5#**	$ 40.49	$ 202.45	**6/5#**	$ 21.99	$ 109.95	**6/5#**	$ 23.57	$ 117.85		
45	5	cs	6 - 5#/boxes	Cake-Yellow	**6/5#**	$ 41.14	$ 205.71	**6/5#**	$ 21.99	$ 109.95	**6/5#**	$ 70.05	$ 350.25		
46	6	cs	6-24 oz./per cs	Gravy - Beef - **low-sodium**	**NB**	N/B	$ -	**8/12oz**	$ 29.56	$ 177.36	**8/16oz**	$ 30.92	$ 208.71		
47	6	cs	6-24 oz./per cs	Gravy - Chicken - **low-sodium**	**NB**	N/B	$ -	**8/12oz**	$ 34.67	$ 208.02	**8/16oz**	$ 26.79	$ 180.83		
48	6	cs	6-24 oz./per cs	Gravy - Turkey - **low-sodium**	**NB**	N/B	$ -	**6/1#**	$ 38.80	$ 232.80	**8/16oz**	$ 27.11	$ 182.99		
49	6	cs	6-24 oz./per cs	Gravy - White - **low-sodium**	**NB**	N/B	$ -	**6/24oz**	$ 17.25	$ 103.50	**6/1.5#**	$ 18.91	$ 127.64		
50	5	cs	6 - 5#/boxes	Mix-Biscuit	**6/5#**	$ 24.37	$ 121.85	**1/50#**	$ 25.60	$ 128.00	**6/5#**	$ 31.84	$ 160.74	Not convenient. To m	

						Ben E. Keith			Sysco			Shamrock			
						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
51	5	cs	6 - 5#/boxes	Mix - Brownie	**6/5#**	$ 41.47	$ 207.34	**6/6#**	$ 55.76	$ 278.80	**6/6#**	$ 77.90	$ 389.50		
52	5	cs	6 - 5#/boxes	Mix - Potato - Augratin	**6/2.25#**	$ 53.95	$ 269.73	**6/2.25#**	$ 49.63	$ 248.15	**6/2.375#**	$ 46.32	$ 487.29		
53	5	cs	6 - 5#/boxes	Mix - Potato - Scalloped	**6/2.25#**	$ 53.95	$ 269.73	**6/2.25#**	$ 49.63	$ 248.15	**6/2.375#**	$ 48.90	$ 514.43		
54	5	cs	6 - 5#/boxes	Mix-Stuffing-Uncle-Ben's-or-equal-large-bag	**6/3.25#**	$ 52.17	$ 260.87	**6/3.5#**	$ 52.37	$ 261.85	**6/55oz**	$ 55.25	$ 414.38		
55	5	sk	50 # sack	Honey	**6/80oz**	$ 92.28	$ 461.41	**6/5#**	$ 84.10	$ 420.50	**6/5#**	$ 78.22			
56	25	sk	50 # sack	Flour-White-All-Purpose	**50#**	$ 12.20	$ 304.89	**1/50#**	$ 11.32	$ 283.00	**1/50#**	$ 12.80	$ 320.00		
57	10	sk	25 # sack	Cornmeal-Yellow	**25#**	$ 9.24	$ 92.39	**1/25#**	$ 8.70	$ 87.00	**1/25#**	$ 9.35	$ 93.50		
58	2	sk	25 # sack	Rice - Brown	**25#**	$ 27.89	$ 55.78	**1/25#**	$ 11.85	$ 23.70	**1/25#**	$ 27.71	$ 55.42		
59	6	36oz	25 # sack	Rice-Long-Grain-**Wild**	**6/36oz**	$ 30.88	$ 185.28	**6/36oz**	$ 35.08	$ 210.48	**6/36oz**	$ 34.10			
60	10	sk	25 # sack	Rice-Parboiled	**25#**	$ 10.41	$ 104.13	**1/25#**	$ 9.34	$ 93.40	**1/25#**	$ 10.44	$ 104.40		
61	5	cont	5 #/cont	Rice-Instant	**NB**	N/B	$ -	**NB**			**1/25#**	$ 35.81	$ 179.05		
62	2	cont	5 #/cont	Baking - Powder	**NB**	N/B	$ -	**6/5#**	$ 47.84	$ 95.68	**1/5#**	$ 6.63	$ 13.26		
63	1	cs	24 - 1#/box	Baking - Soda	**24/1#**	$ 15.82	$ 15.82	**12/24oz**	$ 14.08	$ 14.08	**24/1#**	$ 15.24	$ 15.24		
64	5	cs	24 - 1#/box	Cornstarch	**24/1#**	$ 17.13	$ 85.65	**24/1#**	$ 15.65	$ 78.25	**24/1#**	$ 17.55	$ 87.75		
65	3	cs	20 - 1#/box	Yeast	**20/1#**	$ 53.91	$ 161.74	**20/1#**	$ 46.00	$ 138.00	**20/1#**	$ 50.07	$ 150.21		
66	9	cs	200-2ct/case	Crackers - Low Sodium - Wheat	**NB**	N/B	$ -	**500/2pk**	$ 16.81	$ 151.29	**NB**	#N/A			
67	10	cs	500 - 2 ct/ case	Crackers - Saltines	**500/2ct**	$ 14.35	$ 143.48	**500/2pk**	$ 8.60	$ 86.00	**500/2ct**	$ 15.25	$ 152.50		
68	10	cs	6 - 1 #/ case	Base - Beef - **low-sodium**	**NB**	N/B	$ -	**6/1#**	$ 46.74	$ 467.40	**6/1#**	$ 38.82	$ 388.20		
69	10	cs	6 - 1 #/ case	Base - Chicken - **Low-sodium**	**6/1#**	$ 25.93	$ 259.35	**6/7#**	$ 43.02	$ 430.20	**6/1#**	$ 38.69	$ 386.90		
70	10	cs	6 - 1 #/ case	Base - Turkey - **Low-sodium**	**NB**	N/B	$ -	**NB**			**6/1#**	$ 46.17	$ 461.70		
71	10	cs	12 - 50 oz/case	Soup-Cream-of-Chicken	**12/49.25oz**	$ 44.47	$ 444.67	**12/50oz**	$ 41.28	$ 412.80	**12/50oz**	$ 43.01	$ 430.10		
72	10	cs	12 - 50 oz/case	Soup-Cream-of-Mushroom	**12/49.5oz**	$ 44.13	$ 441.30	**12/50oz**	$ 40.92	$ 409.20	**12/50oz**	$ 42.75	$ 427.50		
73	5	cs	12 - 50 oz/case	Soup-Cream-of-Tomato	**12/50oz**	$ 32.57	$ 162.83	**12/50oz**	$ 31.32	$ 156.60	**12/50oz**	$ 32.00	$ 160.00		
74	5	cs	24-20 oz/case	Coffee Creamer - canister	**24/12oz**	N/B	$ -	**24/14oz**	$ 28.10	$ 140.50	**24/12oz**	$ 34.25	$ 171.25		
75	5	cs	200 ct/case	**PC -** Tartar - Sauce	**200/12gm**	$ 16.25	$ 81.25	**500/12gm**	$ 31.28	$ 156.40	**200/12gm**	$ 8.24	$ 41.20		

						Ben E. Keith			Sysco			Shamrock			
						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
76	5	cs	200 ct/case	**PC** - Ranch - Dressing	**200/7/16oz**	$ 17.35	$ 86.74	**200/12gm**	$ 5.18	$ 25.90	**500/12gm**	$ 19.35	$ 38.70		
77	5	cs	200 ct/case	**PC** - French - Dressing	**NB**	N/B	$ -	**100/1oz**	$ 12.45	$ 62.25	**60/1.5oz**	$ 11.01	$ 176.16		
78	5	cs	200 ct/case	**PC -** Italian - Dressing	**NB**	N/B	$ -	**200/12gm**	$ 12.65	$ 63.25	**500/12gm**	$ 31.11	$ 62.22		
79	5	cs	200 ct/case	**PC -** Thousand - Island - Dressing	**200/12gm**	$ 10.35	$ 51.74	**500/12gm**	$ 26.39	$ 131.95	**60/1.5oz**	$ 10.38	$ 166.08		
80	5	cs	200 ct/case	**PC -** Mayonaise - Packets	**200/9gm**	$ 12.54	$ 62.72	**200/12gm**	$ 7.56	$ 37.80	**200ct**	$ 9.89	$ 49.45		
81	5	cs	200 ct/case	**PC -** Mustard - Packets	**500/5.5gm**	$ 6.25	$ 31.25	**500/4.5gm**	$ 4.17	$ 20.85	**200ct**	$ 6.22	$ 31.10		
82	5	cs	200 ct/case	**PC -** Ketchup - Packets	**200/11gm**	$ 10.39	$ 51.96	**1M/9gm**	$ 16.50	$ 82.50	**1M**	$ 22.96	$ 22.96		
83	5	cs	200 ct/case	**PC -** Sweet - Relish	**200/9gm**	$ 13.40	$ 67.01	**500/9gm**	$ 22.16	$ 110.80	**200ct**	$ 13.49	$ 67.45		
84	5	cs	200 ct/case	**PC -** Assorted - Jellies	**200/.5oz**	$ 11.26	$ 56.30	**200/10gm**	$ 5.22	$ 26.10	**200ct**	$ 12.18	$ 60.90		
85	5	cs	2/1250/ case	**PC -** Sweet-n-Low-Packets	**2M**	$ 13.76	$ 68.80	**2M/1gm**	$ 7.82	$ 39.10	**2M**	$ 13.36	$ 83.50		
86	5	cs	100 ct/case	**PC -** Peanut Butter - Packets	**200/.75oz**	$ 39.43	$ 197.17	**200/.5oz**	$ 19.55	$ 97.75	**200/.75oz**	$ 40.05	$ 100.13		
87	5	cs	100 ct/case	**PC -** Cheddar Cheese - Packets	**NB**	N/B	$ -	**96/.75oz**	$ 16.16	$ 80.80	**NB**	#N/A	No bid		
88	15	cs	600 ct/case	**PC -** Promise-Margarine-or-equal	**600/5gm**	$ 15.65	$ 234.78	**900/5gm**	$ 33.68	$ 505.20	**912ct**	$ 20.47	$ 204.70		
89	20	cs	30 - 1 #/case	Margarine - Solids	**30/1#**	$ 22.01	$ 440.22	**30/1#**	$ 22.23	$ 444.60	**30/1#**	$ 23.17	$ 463.40		
90	4	cs	3/1gallon	Liquid Butter	**3/1 gal**	$ 31.34	$ 125.35	**3/1 gal**	$ 28.51	$ 114.04	**3/1 gal**	$ 37.81	$ 151.24		
91	20	cs	3/1 gallon	Olive Oil	**4/1 gal**	$ 69.13	$ 1,382.61	**3/1 gal**	$ 61.01	$ 1,220.20	**1/1 gal**	$ 14.32	$ 859.20		
92	6	cs	35#/case	PV - Liquid -Shortening	**1/35#**	$ 20.45	$ 122.67	**1/35#**	$ 21.86	$ 131.16	**1/35#**	$ 21.95	$ 131.70		
93	20	cs	6ct/case	Vegelene -Pan Spray - Can	**6/22oz**	$ 33.37	$ 667.39	**6/17oz**	$ 15.33	$ 306.60	**6/17oz**	$ 16.24	$ 324.80		
94	5	cs	24-20 oz/case	Sugar - Granulated - cannister	**24/20oz**	$ 41.01	$ 205.05	**24/20oz**	$ 55.52	$ 277.60	**24/20oz**	$ 37.24	$ 186.20		
95	10	sk	50 #/sack	Sugar - Granulated	**50#**	$ 20.65	$ 206.52	**1/50#**	$ 21.15	$ 211.50	**50#**	$ 23.36	$ 233.60		
96	5	cs	12 - 2 #/case	Sugar - Brown	**12/2#**	$ 25.59	$ 127.93	**12/2#**	$ 23.95	$ 119.75	**24/1#**	$ 27.05	$ 135.25		
97	5	cs	4 - 1 gal/case	**LowFat**-Coleslaw-Dressing	**NB**	N/B	$ -	**4/1 gal**	$ 32.31	$ 161.55	**4/1 gal**	$ 32.39	$ 161.95		
98	5	cs	4 - 1 gal/case	**FatFree -** Italian - Salad - Dressing	**4/1 gal**	$ 23.17	$ 115.87	**4/1 gal**	$ 21.09	$ 105.45	**4/1 gal**	$ 25.12	$ 125.60		
99	5	cs	4 - 1 gal/case	**LowFat -** French - Salad - Dressing	**NB**	N/B	$ -	**4/1 gal**	$ 29.29	$ 146.45	**4/1 gal**	$ 31.50	$ 157.50		
100	5	cs	4 - 1 gal/case	**LowFat -** Raspberry - Vinegarette	**4/1 gal**	$ 38.90	$ 194.51	**4/1 gal**	$ 57.18	$ 285.90	**2/1 gal**	$ 20.14	$ 201.40		

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						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
101	5	cs	4 - 1 gal/case	**LowFat -** Thousand - Island	**NB**	N/B	$ -	**4/1 gal**	$ 30.49	$ 152.45	**4/1 gal**	$ 34.50	$ 172.50		
102	5	cs	4 - 1 gal/case	**LowFat -** Mayonaise	**4/1 gal**	$ 43.66	$ 218.32	**4/1 gal**	$ 26.74	$ 133.70	**4/1 gal**	$ 22.58	$ 112.90		
103	5	cs	18 - 3.2 oz/case	Ranch - Dressing - **Mix**	**18/3.2oz**	$ 24.00	$ 120.00	**18/3.2oz**	$ 24.16	$ 120.80	**18/3.2 oz**	$ 21.23	$ 106.15		
104	10	cs	6 - 5 #	Honey	**6/80oz**	$ 92.28	$ 922.83	**6/5#**	$ 84.10	$ 841.00	**6/5#**	$ 78.22	$ 782.20		
105	4	cs	12 - 12 oz	Tabasco	**12/12oz**	$ 66.28	$ 265.13	**12/12oz**	$ 60.98	$ 243.92	**12/12oz**	$ 65.86	$ 263.44		
106	2	cs	6 - #10/case	Mustard - Yellow - Prepared	**4/1 gal**	$ 11.13	$ 22.26	**4/1 gal**	$ 10.91	$ 21.82	**4/1 gal**	$ 17.59	$ 35.18		
107	2	cs	4 - 1 gal/case	Vinegar - Distilled - White	**4/1 gal**	$ 9.80	$ 19.61	**6/1 gal**	$ 12.72	$ 25.44	**4/1 gal**	$ 6.61	$ 13.22		
108	2	cs	4 - 1 gal/case	Vinegar - Apple-Cider	**4/1 gal**	$ 26.57	$ 53.13	**4/1 gal**	$ 19.12	$ 38.24	**4/1 gal**	$ 27.81	$ 55.62		
109	2	cs	4 - 1 gal/case	Relish - Pickle	**4/1 gal**	$ 29.28	$ 58.57	**4/1 gal**	$ 23.66	$ 47.32	**4/1 gal**	$ 24.09	$ 125.60		
110	2	cs	4 - 1 gal/case	Relish - Sweet	**4/1 gal**	$ 23.24	$ 46.48	**4/1 gal**	$ 27.03	$ 54.06	**4/1 gal**	$ 26.67	$ 53.34		
111	5	cs	12 - 1 #/case	Marshmallow - **MINI**	**12/16oz**	$ 22.33	$ 111.63	**12/1#**	$ 19.77	$ 98.85	**12/1#**	$ 19.26	$ 96.30		
112	5	cs	6 #/case	Nuts - Almond - **Sliced**	**1/5#**	$ 42.59	$ 212.93	**3/2#**	$ 54.10	$ 270.50	**3/2#**	$ 51.69	$ 258.45		
113	5	cs	6 #/case	Nuts - Walnut - **pieces**	**1/5#**	$ 29.22	$ 146.09	**3/2#**	$ 35.22	$ 176.10	**3/2#**	$ 51.11	$ 255.55		
114	5	cs	6 - #10/case	Pudding - Banana - **RTE**	**6/10**	$ 34.84	$ 174.18	**6/10**	$ 28.36	$ 141.80	**6/10**	$ 28.95	$ 144.75		
115	5	cs	6 - #10/case	Pudding - Chocolate - **RTE**	**6/10**	$ 38.64	$ 193.21	**6/10**	$ 28.11	$ 140.55	**6/10**	$ 29.03	$ 145.15		
116	5	cs	6 - #10/case	Pudding - Lemon - **RTE**	**NB**	N/B	$ -	**6/10**	$ 28.36	$ 141.80	**6/10**	$ 37.22	$ 186.10		
117	5	cs	6 - #10/case	Pudding - Tapioca - **RTE**	**6/10**	$ 35.93	$ 179.67	**6/10**	$ 29.36	$ 146.80	**6/10**	$ 30.89	$ 154.45		
118	10	cs	6 - #10/case	Pudding - Vanilla - **RTE**	**6/10**	$ 34.84	$ 348.37	**6/10**	$ 28.61	$ 286.10	**6/10**	$ 28.89	$ 288.90		
119	5	cs	12 - 24 oz/case	Gelatin - Citrus	**12/24oz**	$ 29.43	$ 147.17	**12/24oz**	$ 26.36	$ 131.80	**12/24oz**	$ 25.66	$ 128.30		
120	5	cs	12 - 24 oz/case	Gelatin - Reds	**12/24oz**	$ 29.86	$ 149.29	**12/24oz**	$ 26.36	$ 131.80	**12/24oz**	$ 25.66	$ 128.30		
121	10	cs	20 #/case	Pasta - Egg-Noodles - medium	**1/10#**	$ 14.65	$ 146.52	**2/5#**	$ 14.87	$ 148.70	**2/5#**	$ 13.48	$ 269.60		
122	10	cs	20 #/case	Pasta - Elbow-Macaroni	**8/12oz**	$ 15.13	$ 151.30	**1/20#**	$ 10.66	$ 106.60	**10/2#**	$ 12.91	$ 129.10		
123	10	cs	20 #/case	Pasta - Lasagna-Noodles	**12/16oz**	$ 14.77	$ 147.72	**12/1#**	$ 15.07	$ 150.70	**12/1#**	$ 15.82	$ 131.31		
124	10	cs	20 #/case	Pasta - Spaghetti	**2/10#**	$ 18.48	$ 184.78	**10/2#**	$ 11.52	$ 115.20	**10/2#**	$ 12.74	$ 127.40		
125	10	cs	20 #/case	Pasta - Tri-Colored - Noodle	**2/10#**	$ 24.18	$ 241.85	**2/5#**	$ 13.51	$ 135.10	**2/10#**	$ 21.09	$ 210.90		

						Ben E. Keith			Sysco			Shamrock			
						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
126	5	cs	96 ct/case	Cereal - Cherrios	**96/11.16oz**	$ 37.90	$ 189.51	**96/1oz**	$ 24.00	$ 120.00	**96/1oz**	$ 37.88	$ 189.40		
127	5	cs	96 ct/case	Cereal - Cherrios-Honey-Wheat	**96/1oz**	$ 37.90	$ 189.51	**96/1oz**	$ 24.00	$ 120.00	**96/1oz**	$ 37.88	$ 189.40		
128	5	cs	96 ct/case	Cereal - Cornflakes	**96/.75oz**	$ 26.11	$ 130.54	**96.3/4oz**	$ 26.66	$ 133.30	**96ct**	$ 38.73	$ 193.65		
129	5	cs	96 ct/case	Cereal - Corn-Pops	**NB**	N/B	$ -	**NB**			**96ct**	$ 38.73	$ 193.65		
130	5	cs	96 ct/case	Cereal - Frosted-Flakes	**96/1oz**	$ 26.11	$ 130.54	**96/1oz**	$ 26.66	$ 133.30	**96/1oz**	$ 25.94	$ 129.70		
131	5	cs	96 ct/case	Cereal - Golden-Grahams	**NB**	N/B	$ -	**96/1oz**	$ 24.00	$ 120.00	**96/1oz**	$ 25.94	$ 129.70		
132	5	cs	96 ct/case	Cereal - Kix	**NB**	N/B	$ -	**NB**			**96ct**	$ 37.30	$ 186.50		
133	5	cs	96 ct/case	Cereal - Raisin-Bran	**96/1.25oz**	$ 39.75	$ 198.75	**96/1.25oz**	$ 26.66	$ 133.30	**96/1.25oz**	$ 25.94	$ 129.70		
134	5	cs	96 ct/case	Cereal - Wheaties	**NB**	N/B	$ -	**NB**			**NB**	#N/A	#N/A		
135	5	cs	48 ct/case	Cereal - Instant-Oatmeal - **Packets**	**3/16ct**	$ 9.82	$ 49.08	**48/1oz**	$ 7.74	$ 38.70	**48/1oz**	$ 9.68	$ 48.40		
136	2	cs	24 #/case	Cereal - Oatmeal - Quick - Cook	**12/42oz**	$ 27.23	$ 54.46	**1/50#**	$ 26.96	$ 53.92	**12/42oz**	$ 35.83	$ 53.75	Not convenient. To m	
137	10	bgs	25 #	Crumbs - Panko - Bread	**1/25#**	$ 17.12	$ 171.20	**1/25#**	$ 17.15	$ 171.50	**25#**	$ 17.75	$ 177.50		
138	15	cs	12-1 # bxs	Crumbs - Corn - Flake	**NB**	N/B	$ -	**12/21oz**	$ 32.16	$ 482.40	**12/21oz**	$ 36.10	$ 433.20		
139	10	cont	5 oz	Spice - Chives - Freeze - Dried	**1/1.35oz**	$ 7.23	$ 72.28	**1/1.35oz**	$ 35.91	$ 359.10	**1/1oz**	$ 5.30	$ 53.00		
140	1	cont	16 oz ea.	Spice - Extract - Almond	**1 pint**	$ 5.01	$ 5.01	**1/32oz**	$ 15.32	$ 15.32	**1/18oz**	$ 20.91	$ 20.91		
141	1	cont	16 oz ea.	Spice - Extract - Lemon	**NB**	N/B	$ -	**1/16oz**	$ 9.67	$ 9.67	**1/32oz**	$ 20.68	$ 20.68		
142	1	cont	16 oz ea.	Spice - Extract - Vanilla	**1 pint**	$ 3.34	$ 3.34	**1/32oz**	$ 52.16	$ 52.16	**1/32oz**	$ 4.78	$ 4.78		
143	5	cont	3 # cont	Spice - Flakes - Onion	**1/3#**	$ 12.47	$ 62.34	**1/5.75#**	$ 31.48	$ 157.40	**1/15oz**	$ 6.87	$ 34.35		
144	1	cont	16 oz ea.	Spice - Flakes - Parsley	**1/10oz**	$ 7.08	$ 7.08	**1/10oz**	$ 10.50	$ 10.50	**1/.68#**	$ 13.46	$ 13.46		
145	5	cont	3 # cont	Spice - Granulated - Garlic	**1/6.5#**	$ 26.97	$ 134.84	**1/7.25#**	$ 52.26	$ 261.32	**1/7#**	$ 45.38	$ 226.90		
146	1	cont	16 oz ea.	Spice - Ground - Cinnamon	**1/18oz**	$ 5.42	$ 5.42	**1/15oz**	$ 9.78	$ 9.78	**1/15oz**	$ 7.55	$ 7.55		
147	1	cont	16 oz ea.	Spice - Ground - Cloves	**1/1#**	$ 21.55	$ 21.55	**1#**	$ 17.36	$ 17.36	**1/16oz**	$ 20.38	$ 20.38		
148	1	cont	16 oz ea.	Spice - Ground - Cumin	**1/14oz**	$ 5.35	$ 5.35	**1/14oz**	$ 8.34	$ 8.34	**1/15oz**	$ 10.74	$ 10.74		
149	1	cont	16 oz ea.	Spice - Ground - Pepper - Lemon	**1/28oz**	$ 12.16	$ 12.16	**1/28oz**	$ 9.80	$ 9.80	**1/28oz**	$ 11.69	$ 11.69		
150	1	cont	16 oz ea.	Spice - Powder - Chile	**1/20oz**	$ 10.18	$ 10.18	**1/5#**	$ 18.33	$ 18.33	**1/17oz**	$ 8.38	$ 8.38		

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						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
151	1	cont	16 oz ea.	Spice - Powder - Curry	1/1#	$ 11.67	$ 11.67	1#	$ 9.01	$ 9.01	1/17oz	$ 11.51	$ 11.51		
152	10	cont	16 oz ea.	Spice - Powder - Onion	1/20oz	$ 4.41	$ 44.13	1/20oz	$ 5.92	$ 59.20	1/20oz	$ 6.84	$ 68.40		
153	1	sk	25 #	Spice - Salt - Plain	1/25#	$ 5.21	$ 5.21	1/25#	$ 5.54	$ 5.54	1/25#	$ 5.17	$ 5.17		
154	1	cs	4 - 1 gal/case	Spice - Sauce - BBQ (like cattlemens)	NB	N/B	$ -	4/1 gal	$ 27.41	$ 27.41	4/1 gal	$ 31.03	$ 31.03		
155	6	cs	6 - #10/case	Spice - Sauce - Cheese - Nacho	6/10	$ 44.14	$ 264.85	6/10	$ 45.59	$ 273.54	6/10	$ 34.58	$ 207.48		
156	6	cs	6 - #10/case	Spice - Sauce - Alfredo Cheese	6/64oz	$ 66.98	$ 401.87	6/5#	$ 57.60	$ 345.60	4/5#	$ 59.31	$ 355.86		
157	1	cs	4 - 1 gal/case	Spice - Sauce - Soy	4/1 gal	$ 18.95	$ 18.95	4/1 gal	$ 29.53	$ 29.53	4/1 gal	$ 34.21	$ 34.21		
158	1	cs	8 - .5 gal/case	Spice - Sauce - Sweet - and - Sour	1/1 gal	$ 15.55	$ 15.55	6/70oz	$ 30.74	$ 30.74	6/.5 gal	$ 33.20	$ 43.16		
159	1	cs	4 - 1 gal/case	Spice - Sauce - Teriyaki	4/1 gal	$ 41.84	$ 41.84	4/1 gal	$ 40.12	$ 40.12	4/1 gal	$ 42.33	$ 42.33		
160	1	cs	4 - 1 gal/case	Spice - Sauce - Worchestershire	4/1 gal	$ 16.83	$ 16.83	4/1 gal	$ 26.91	$ 26.91	4/1 gal	$ 27.28	$ 27.28		
161	5	cont	16 oz	Spice - Seasoning - Big & Bold Mont.	1/21oz	$ 17.66	$ 88.32	1/23oz	$ 7.81	$ 39.05	1/29oz	$ 11.01	$ 55.05		
162	15	cont	26 oz	Spice - Seasoning - Smokey - Mesquite	NB	N/B	$ -	18oz	$ 36.90	$ 553.50	1/26oz	$ 15.55	$ 233.25		
163	5	cont	16 oz	Spice - Seasoning - Italian Blend	1/6.25oz	$ 8.46	$ 42.28	1/7oz	$ -	$ -	1/6oz	$ 7.80	$ 39.00		
164	1	cont	16 oz	Spice - Seasoning - Mrs. Dash	1/21oz	$ 15.64	$ 15.64	1/21oz	$ 14.37	$ 14.37	3/21oz	$ 46.63	$ 46.63		
165	5	cont	16 oz	Spice - Seasoning - Old Bay	1/1#	$ 6.10	$ 30.49	6/24oz	$ 51.06	$ 255.30	1/1#	$ 6.22	$ 31.10		
166	5	cont	16 oz	Spice - Seasoning - Poultry	4/24oz	$ 35.11	$ 175.54	4/24oz	$ 41.72	$ 208.60	1/10oz	$ 9.71	$ 48.55		
167	15	cont	16 oz	Spice - Seasoning - Taco	6/1/24oz	$ 10.09	$ 151.30	1/24oz	$ 8.13	$ 121.95	1/21oz	$ 7.66	$ 114.90		
168	2	cs	48 ct/case	Disposable - Shaker - Salt	48/4oz	$ 14.67	$ 29.35	48/4oz	$ 14.19	$ 28.38	48/4oz	$ 15.08	$ 30.16		
169	2	cs	48 ct/case	Disposable - Shaker - Black - Pepper	48/1.5oz	$ 41.04	$ 82.09	48/1.5oz	$ 42.80	$ 85.60	48/1.5oz	$ 58.94	$ 117.88		
170	9	cs	12 - 2.5 #/case	Frozen-Veg-Asparagus - Cuts and Tips	6/2.5#	$ 35.71	$ 321.36	12/2.5#	$ 67.40	$ 606.60	6/2.5#	$ 38.15	$ 686.70		
171	10	cs	12 - 2.5 #/case	Frozen-Veg-Brocolli-Cuts	12/2.5#	$ 30.10	$ 300.98	12/2.5#	$ 21.39	$ 213.90	12/2.5#	$ 27.17	$ 271.70		
172	15	cs	12 - 2.5 #/case	Frozen-Veg-Brocolli-Normandy	6/4#	$ 36.64	$ 549.62	6/4#	$ 31.37	$ 470.55	6/4#	$ 26.08	$ 489.00		
173	15	cs	12 - 2.5 #/case	Frozen-Veg-Brussel-Sprouts	NB	N/B	$ -	12/2.5#	$ 26.97	$ 404.55	12/2#	$ 26.11	$ 489.56		
174	15	cs	12 - 2.5 #/case	Frozen-Veg-Capri-Mix	1/20#	$ 21.61	$ 324.13	6/4#	$ 21.03	$ 315.45	12/2#	$ 24.24	$ 454.50		
175	15	cs	12 - 2 #/case	Frozen-Veg-Carrots-Baby	1/20#	$ 18.34	$ 275.05	12/2#	$ 19.66	$ 294.90	12/2#	$ 21.45	$ 402.19		

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						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
176	15	cs	12 - 2 #/case	Frozen-Veg-Carrots-Sliced	**12/2#**	$ 24.03	$ 360.49	**12/2#**	$ 18.01	$ 270.15	**12/2#**	$ 15.37	$ 288.19		
177	15	cs	12 - 2 #/case	Frozen-Veg-Cauliflower	**12/2#**	$ 26.70	$ 400.43	**12/2#**	$ 20.87	$ 313.05	**12/2#**	$ 25.14	$ 377.10		
178	15	cs	12 - 2 #/case	Frozen-Veg-Collard-Greens	**NB**	N/B	$ -	**12/3#**	$ 33.11	$ 496.65	**12/3#**	$ 38.87	$ 388.70		
179	15	cs	12 - 2.5 #/case	Frozen-Veg-Corn-Chuckwagon	**12/2#**	$ 25.88	$ 388.21	**12/2#**	$ 22.22	$ 333.30	**12/2#**	$ 25.97	$ 486.94		
180	15	cs	96 - 3"/case	Frozen-Veg-Corn-on-Cob	**1/96 ct**	$ 23.58	$ 353.64	**48/5"**	$ 20.72	$ 310.80	**96ct**	$ 18.09	$ 271.35		
181	15	cs	12 - 2.5 #/case	Frozen-Veg-Corn-Whole-Kernal	**NB**	N/B	$ -	**12/2.5#**	$ 19.94	$ 299.10	**12/2.5#**	$ 22.73	$ 340.95		
182	15	cs	12 - 2 #/case	Frozen-Veg-Green-Beans-Cut	**12/2#**	$ 22.83	$ 342.39	**12/2#**	$ 17.35	$ 260.25	**12/2.5#**	$ 23.71	$ 284.52		
183	15	cs	5 - 5 #/case	Frozen-Veg-Green-Chile-Chopped-**Mild**	**5/5#**	$ 21.74	$ 326.09	**5/5#**	$ 21.21	$ 318.15	**5/5#**	$ 25.34	$ 380.10		
184	15	cs	12 - 2.5 #/case	Frozen-Veg-Green-Peas	**12/2.5#**	$ 28.71	$ 430.60	**12/2.5#**	$ 29.11	$ 436.65	**12/2.5#**	$ 24.30	$ 364.50		
185	15	cs	12 - 2.5 #/case	Frozen-Veg-Fajita-Mix	**6/2#**	$ 16.52	$ 247.83	**6/4#**	$ 34.18	$ 512.70	**6/4#**	$ 28.81	$ 540.19		
186	15	cs	12 - 2.5 #/case	Frozen-Veg-Italian-Mix	**12/2#**	$ 27.90	$ 418.53	**12/2#**	$ 23.36	$ 350.40	**12/2#**	$ 24.86	$ 466.13		
187	5	cs	12 - 2.5 #/case	Frozen-Veg-Stir-Fry-Mix	**12/2#**	$ 28.17	$ 140.87	**6/4#**	$ 37.41	$ 187.05	**6/4#**	$ 27.52	$ 172.00		
188	15	cs	12 - 2.5 #/case	Frozen-Veg-Mixed-Vegetables	**12/2.5#**	$ 29.02	$ 435.33	**12/2.5#**	$ 21.37	$ 320.55	**12/2.5#**	$ 23.87	$ 358.05		
189	15	cs	12 - 2.5 #/case	Frozen-Veg-Fried-Okra	**20#**	$ 17.10	$ 256.47	**12/3#**	$ 37.88	$ 568.20	**4/3#**	$ 18.40	$ 690.00		
190	6	cs	12 - 2.5 #/case	Frozen - Veg-Breaded-Onion Rings	**12/2#**	$ 61.67	$ 370.04	**12/2.5#**	$ 63.42	$ 380.52	**8/2.5#**	$ 47.30	$ 425.70		
191	15	cs	12 - 2.5 #/case	Frozen-Veg-Oriental-Mix	**12/2#**	$ 28.17	$ 422.61	**6/2#**	$ 21.22	$ 318.30	**12/2#**	$ 25.66	$ 481.13		
192	15	cs	12 - 2.5 #/case	Frozen-Veg-Peas and Carrots	**20#**	$ 17.70	$ 265.43	**12/2.5#**	$ 20.81	$ 312.15	**12/2.5#**	$ 22.57	$ 338.55		
193	15	cs	6 - 5 #/case	Frozen-Veg-Potato-French-Fries	**6/5#**	$ 17.62	$ 264.29	**6/5#**	$ 16.92	$ 253.80	**6/5#**	$ 20.17	$ 302.55		
194	15	cs	6 - 5 #/case	Frozen-Veg-Potato-Tater-Tots	**6/5#**	$ 34.70	$ 520.43	**6/5#**	$ 30.71	$ 460.65	**6/5#**	$ 28.53	$ 427.95		
195	15	cs	5 - 5 #/case	Frozen-Veg-Potato-Sweet-Potato-Fries	**5/3#**	$ 28.00	$ 420.00	**6/2.5#**	$ 24.68	$ 370.20	**5/3#**	$ 25.87	$ 646.75		
196	15	cs	6 - .5 gal/c	Frozen-Veg-Red-Chile-Sauce-**Mild**	**6/56oz**	$ 23.72	$ 355.76	**4/1 gal**	$ 19.20	$ 288.00	**6/56oz**	$ 19.60			
197	15	cs	12 - 2.5 #/case	Frozen-Veg-Scandinavian-Mix	**NB**	N/B	$ -	**12/2#**	$ 22.20	$ 333.00	**30#**	$ 36.28	$ 544.20		
198	15	cs	12 - 3 #/case	Frozen-Veg-Spinach-Chopped	**12/3#**	$ 33.24	$ 498.59	**12/3#**	$ 28.70	$ 430.50	**12/3#**	$ 31.87	$ 478.05		
199	15	cs	12 - 2.5 #/case	Frozen-Veg-Squash-Yellow	**12/2#**	$ 27.48	$ 412.17	**12/3#**	$ 31.72	$ 475.80	**12/3#**	$ 37.02	$ 462.75		
200	15	cs	12 - 2.5 #/case	Frozen-Veg-Squash-Zucchini	**12/2#**	$ 25.96	$ 389.35	**12/3#**	$ 34.97	$ 524.55	**12/3#**	$ 36.19	$ 452.38		

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						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
201	15	cs	2 - 5 #/case	Frozen-Bread-Hush-Puppies	**2/5#**	$ 15.67	$ 235.11	**2/5#**	$ 15.47	$ 232.05	**2/5#**	$ 17.28	$ 259.20		
202	20	cs	98 ct/case	Biscuits - **2 oz.**	**100/2.25oz**	$ 28.10	$ 561.96	**144/2oz**	$ 23.40	$ 468.00	**120/2oz**	$ 30.14	$ 491.28		
203	5	cs	120 ct/case	Frozen-Cookies-Chocolate-Chip	**320/1oz**	$ 42.09	$ 210.43	**240/1.33oz**	$ 65.07	$ 325.35	**256/1oz**	$ 23.26	$ 53.50		
204	5	cs	120 ct/case	Frozen-Cookies-Oatmeal-Raisin	**320/1oz**	$ 45.26	$ 226.30	**240/1.33oz**	$ 65.07	$ 325.35	**256/1oz**	$ 22.88	$ 52.62		
205	5	cs	120 ct/case	Frozen-Cookie-Peanut-Butter	**214/1.5oz**	$ 65.82	$ 329.08	**240/1.33oz**	$ 65.07	$ 325.35	**128/2oz**	$ 36.10	$ 166.06		
206	5	cs	120 ct/case	Frozen-Cookies-Sugar	**320/1oz**	$ 39.29	$ 196.47	**240/1.33oz**	$ 65.07	$ 325.35	**128/2oz**	$ 35.63	$ 163.90		
207	5	cs	6 - 6.5 #/case	Frozen-Fruit-Strawberries-Sliced	**6/6.5#**	$ 60.93	$ 304.67	**6/6.5#**	$ 61.29	$ 306.45	**6/6.5#**	$ 76.40	$ 382.00		
208	5	cs	20# / case	Frozen-Fruit-Strawberries-Whole	**2/5#**	$ 17.64	$ 88.21	**1/30#**	$ 35.48	$ 177.40	**1/30#**	$ 60.15	$ 198.50		
209	15	cs	8 - 4 #	Frozen-Sauce -Alfredo	**NB**	N/B	$ -	**8/4#**	$ 67.67	$ 1,015.05	**8/4#**	$ 68.28	$ 1,024.20		
210	15	cs	6 ct/case	PreBaked - Pie - Pumkin	**6/43oz**	$ 31.52	$ 472.83	**6/43oz**	$ 25.74	$ 386.10	**6/43oz**	$ 35.47	$ 532.05		
211	10	cs	12 - 16 oz/cs	Topping - On Top - Vanilla - like Rich's	**12/16oz**	$ 43.35	$ 433.48	**12/32oz**	$ 39.93	$ 399.30	**12/16oz**	$ 35.08	$ 350.80		
212	15	cs	15 doz. Large/case	Eggs - Large - Raw	**15 doz**	$ 23.08	$ 346.14	**1/15 doz.**	$ 10.65	$ 159.75	**1/15doz**	$ 25.46	$ 381.90		
213	48	cs	40 - 4 oz/case	Beef-Raw-Breaded-Chicken-Fried-Steak	**40/4oz**	$ 31.47	$ 1,510.43	**40/4oz**	$ 27.23	$ 1,307.04	**40/4oz**	$ 33.21	$ 1,594.08		
214	36	cs	40 - 4 oz/case	Beef-Cooked-Salisbury-Steak	**54/3oz**	$ 38.26	$ 1,377.39	**4/4.3#**	$ 57.67	$ 2,076.12	**40/4oz**	$ 35.21	$ 1,267.56		
215	12	cs	80 #/case	Beef-**Lean**-Ground-**85%**	**8/10#**	$ 2.17	$ 26.09	**4/10#avg**	$ 1.90	$ 22.80	**8/10# avg**	$ 2.19	$ 2,102.40		
216	2	cs	40 - 4 oz/case	Beef-**Lean**-Liver-Sliced-**4 oz. slices**	**1/10#**	$ 20.59	$ 41.17	**40/4oz**	$ 27.54	$ 55.08	**40/4oz**	$ 21.47	$ 42.94		
217	15	cs	40 #/case	Beef-**Lean**-Stew-Meat-**3/4" cut**	**2/5#**	$ 44.57	$ 668.48	**2.5#**	$ 42.90	$ 643.50	**2/5#**	$ 38.02	$ 2,281.20		
218	1800	#	#	Beef-**Lean**-Boneless-Inside Round	**1/19# cw**	$ 4.28	$ 7,708.70	**3/20#avg**	$ 2.62	$ 4,712.40	**3/23.3# avg**	$ 2.99	$ 5,382.00		
219	15	cs	#	Corned Beef	**2/12#**	$ 3.16	$ 47.45	**3/56-8#avg**	$ 4.92	$ 73.73	**2/14# avg**	$ 3.14			
220	2	cs	40 - 4 oz/case	Beef-**Lean**-Hamburger-Patties-**all-beef-4-1**	**40/4oz**	$ 31.49	$ 62.98	**80/4oz**	$ 57.17	$ 114.34	**48/4oz**	$ 33.31	$ 53.30		
221	40	cs	4 - 1 #/case	Beef-Franks-4-1	**40/4oz**	$ 27.39	$ 1,095.65	**2/5#**	$ 22.50	$ 900.00	**1/10#**	$ 26.21	$ 419.36		
222	16	cs	10 #/case	Beef - raw - strips - for fajita - **seasoned**	**2/5#**	$ 55.43	$ 886.96	**4/5#**	$ 91.40	$ 1,462.40	**4/5#**	$ 85.57	$ 684.56		
223	1200	#	24 ct - cs	Chicken-**Boneless**-Chicken-Breast- 4 oz. portion	**2/5#**	$ 33.26	$ 39,913.04	**48/4oz**	$ 36.18	$ 43,416.00	**48/4oz**	$ 39.92	$ 3,992.00		
224	60	cs	10 #/case	Chicken-Cooked-Diced	**2/5#**	$ 31.99	$ 1,919.35	**2/5#**	$ 29.43	$ 1,765.80	**1/10#**	$ 31.86	$ 1,911.60		
225	150	#	96 ct	Chicken - IQF - Legs avg 4.5 oz	**96/3.5oz**	$ 57.05	$ 8,558.15	**4/10#**	$ 26.90	$ 4,035.00	**NB**	#N/A			

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						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
226	150	#	96 ct	Chicken - IQF - Thighs avg 8 oz	**96/5.2oz**	$ 50.73	$ 7,609.24	**24/5oz**	$ 18.20	$ 2,730.00	**96ct**	$ 47.66	$ 7,149.00		
227	18	cs	10 #/case	Chicken - raw-pulled-white/dark	**2/5#**	$ 28.04	$ 504.78	**2/5#**	$ 30.50	$ 549.00	**1/10#**	$ 34.56	$ 622.08		
228	2	cs	50 - 3 oz/case	Chicken-Raw-Unbreaded - Tenders/Strips	**2/5#**	$ 24.24	$ 48.48	**4/10#**	$ 75.60	$ 151.20	**1/40#avg**	$ 2.25	$ 90.00		
229	16	cs	10 #/case	Chicken - strips - raw-for fajita - **seasoned**	**3/5#**	$ 38.64	$ 618.26	**4/5#**	$ 43.40	$ 694.40	**4/5#**	$ 56.21	$ 449.68		
230	20	cs	144 ct	Eggs-Boiled-in Brine	**12/12ct**	$ 26.46	$ 529.13	**1/25#**	$ 38.89	$ 777.80	**1/10#**	$ 12.74	$ 254.80		
231	6	cs	4 - bags/case	Eggs-Boil-in-Bag-Liquid-Egg	**4/5#**	$ 37.84	$ 227.02	**6/5#**	$ 35.31	$ 211.86	**6/5#**	$ 38.53	$ 231.18		
232	6	cs	6 - 66.5 oz/case	Fish-Canned-Salmon	**NB**	N/B	$ -	**NB**			**6/40oz**	$ 75.48	$ 452.88		
233	6	cs	6 - 66.5 oz/case	Fish-Canned-Tuna	**6/66.5oz**	$ 62.21	$ 373.24	**6/66.5oz**	$ 65.53	$ 393.18	**6/66.6oz**	$ 54.99	$ 329.94		
234	30	cs	10 #/case	Fish-Catfish-Nuggets-Breaded	**NB**	N/B	$ -	**1/10#**	$ 28.66	$ 859.80	**1/10#**	$ 22.60	$ 678.00		
235	30	cs	10 #/case	Fish-Cod-Unbreaded-**4 oz**. Portions	**1/10#**	$ 43.59	$ 1,307.61	**1/10#**	$ 31.18	$ 935.40	**1/10#**	$ 45.79	$ 1,373.70		
236	15	cs	10 #/case	Fish-Shrimp-Breaded-**NOT**-popcorn	**1/10#**	$ 45.05	$ 675.82	**4/3#**	$ 55.01	$ 825.15	**4/2.5#**	$ 38.71	$ 580.65		
237	10	cs	10 #/case	Fish-Sticks	**1/10#**	$ 26.09	$ 260.87	**1/10#**	$ 25.73	$ 257.30	**1/10#**	$ 24.95	$ 249.50		
238	16	cs	10 #/case	Fish-Talapia-Unbreaded-IQF- **4 oz** portions	**1/10#**	$ 28.26	$ 452.17	**2/5#**	$ 28.13	$ 450.08	**1/10#**	$ 23.06	$ 368.96		
239	3	cs	40 - 4 oz/case	Pork-Chops-Lean-**bone-in-4oz**.portions	**40/4oz**	$ 36.85	$ 110.54	**40/4oz**	$ 32.15	$ 96.45	**40/4oz**	$ 33.59	$ 100.77		
240	6	cs	8 - 10 #/case	Pork-**Boneless-Pork-Loin-Roast-NOT Tied**	**2/5-10#cw**	$ 1.89	$ 11.35	**2/11-15#**	$ 1.63	$ 9.78	**4/12#avg**	$ 1.50	$ 72.00		
241	24	cs	10 #/case	Pork-**Lean**-Stew-Meat-**3/4" cut**	**1/10#**	$ 25.43	$ 610.43	**2/5#**	$ 18.90	$ 453.60	**4/5#avg**	$ 3.89	$ 46.68		
242	75	#	#	Pork-**LowSodium**-Bacon	**NB**	N/B	$ -	**1/30#**	$ 114.60	$ 8,595.00	**1/15#**	$ 37.28	$ 186.40		
243	150	#	#	Pork-**LowSodium**-Buffet Ham	**NB**	N/B	$ -	**2/10-12#**	$ 3.06	$ 459.00	**2/11#avg**	$ 1.80	$ 270.00		
244	10	#	50-3 oz.	Pork-Raw-Sausage-Patties-like Jimmy Dean	**128/1.5oz**	$ 29.98	$ 299.78	**40/4oz**	$ 24.30	$ 243.00	**1/10#**	$ 15.94	$ 15.94		
245	10	#	80-1 oz	Pork-Raw-Sausage-Links-like Jimmy Dean	**6/2#**	$ 54.78	$ 547.83	**160/1oz**	$ 23.80	$ 238.00	**1/10#**	$ 14.84	$ 14.84		
246	120	#	40 - 4 oz	Pork-Boneless-Riblet	**100/2.5oz**	$ 44.52	$ 5,342.61	**100/2.5oz**	$ 30.40	$ 3,648.00	**53/3oz**	$ 29.56	$ 354.72		
247	240	#	#	Turkey-Breast-Cooked	**2/8-9#cw**	$ 4.89	$ 1,173.91	**4/9.5#**	$ 2.49	$ 597.60	**2/10#**	$ 48.35	$ 580.20		
248	30	cs	10 #/case	Turkey-Ground	**4/5#**	$ 39.57	$ 1,186.96	**4/5#**	$ 17.00	$ 510.00	**2/10#**	$ 19.28	$ 289.20		
249	600	#	#	Turkey-Roast-Raw-in foil/bag	**2/9-11#cw**	$ 3.12	$ 1,871.74	**2/9-13#**	$ 3.01	$ 1,806.00	**2/10#avg**	$ 2.85	$ 1,710.00		
250	6	cs	#	Cheese-American - sliced	**4/5#**	$ 36.47	$ 218.80	**4/5#**	$ 41.90	$ 251.40	**4/5#**	$ 46.20			

						Ben E. Keith			Sysco			Shamrock			
						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
251	15	cs	40 #/case	Cheese - Cheddar	1/40#cw	$ 1.88	$ 28.21	4/5#	$ 42.80	$ 642.00	4/5#	$ 44.38	$ 1,331.40		
252	7	cs	6 #/case	Cheese - Mozarella - Skim Milk	8/6#cw	$ 2.03	$ 14.23	8/1#	$ 31.00	$ 217.00	4/5#	$ 45.26	$ 90.52		
253	6	cs	6 #/case	Cheese - Swiss	2/8#	$ 3.58	$ 21.46	6/8#	$ 2.69	$ 16.11	2/8#avg	$ 3.40	$ 39.40		
254	2	cs	10 #/case	Cheese - Parmesan - Grated	2/5#	$ 41.42	$ 82.85	2/5#	$ 33.15	$ 66.30	2/5#	$ 37.30	$ 74.60		
255	25,000		1/2 Pint	**1%LowFat**-Pasteurized-Homo-Milk	50/1/2 pt	$ 14.55	$ 363,858.70	50/1/2 pt	$ 14.49	$ 362,250.00	70/8oz	$ 15.60	$ 5,570.00		
256	12,000		1/2 Pint	Fat-Free-Skim-Milk	50/1/2 pt	$ 14.17	$ 170,086.96	50/1/2 pt	$ 14.33	$ 171,960.00	70/8oz	$ 15.30	$ 2,616.00		
257	200		1/2 gal	**2%LowFat**-Pasteurized-Homo-Milk	NB	N/B	$ -	9/.5 gal	$ 19.30	$ 3,860.00	2/.5 gal	$ 4.81	$ 481.00		
258	72		1/2 gal	Buttermilk	9/.5 gal	$ 18.98	$ 1,366.43	9/.5 gal	$ 17.50	$ 1,260.00	2/.5 gal	$ 4.61	$ 161.35		
259	50		5 # Tub	Sour Cream	4/5#	$ 25.71	$ 1,285.33	4/5 #	$ 22.70	$ 1,135.00	4/5#	$ 23.98	$ 36.48		
260	25		100 ct	SourCream - 1 oz. Portions	100/1oz	$ 10.89	$ 272.28	100/1oz	$ 9.71	$ 242.75	100/1oz	$ 16.97	$ 41.97		
261	50		5 # Tub	**LowFat -** Cottage - Cheese	2/5#	$ 18.07	$ 903.26	2/5#	$ 14.99	$ 749.50	6/5#	$ 54.49	$ 449.54		
262	500		4 oz.	**LowFat -** Yogurt - all flavors	12/4oz	$ 7.45	$ 3,722.83	48/4oz	$ 16.80	$ 8,400.00	48/4oz	$ 19.06	$ 198.41		
263	50		5 # Tub	**LowFat -** Yogurt - all Flavors	6/4#	$ 31.16	$ 1,558.15	NB			6/4#	$ 30.96	$ 255.42		
264	144		Dozen	Ice-Cream-Cups-**4 oz**. Portions-C-S-V	NB	N/B	$ -	48/4oz	$ 19.45	$ 2,800.80	24/4oz	$ 8.60	$ 51.60		
265	144		Dozen	Sherbet-Cup-**4 oz**. Portions	NB	N/B	$ -	48/4oz	$ 11.58	$ 1,667.52	24/4oz	$ 7.41	$ 44.46		
266	1	cs	2 - 100/case	Styro - Tray - 3/comp with lid	2/100ct	$ 18.93	$ 18.93	150/9x9x3	$ 11.00	$ 11.00	2/100ct	$ 19.25	$ 19.25		
267	2	cs	4 - 125/case	Styro - Plate - 9"	4/125ct	$ 18.89	$ 37.78	4/125ct	$ 22.57	$ 45.14	4/125ct	$ 19.40	$ 38.80		
268	2	cs	8 - 125/case	Styro - Plate - 6"	8/125ct	$ 18.98	$ 37.96	8/125ct	$ 21.53	$ 43.06	8/125ct	$ 19.40	$ 38.80		
269	4	cs	8 - 125/case	Styro - Bowl - 10 oz.	8/125ct	$ 29.03	$ 116.13	8/125ct	$ 23.63	$ 94.52	20/50ct	$ 40.28	$ 161.12		
270	4	cs	40 - 25/case	Styro - Cup - 10 oz.	40/25ct	$ 26.51	$ 106.04	40/25ct	$ 24.39	$ 97.56	40/25ct	$ 26.34	$ 105.36	1 M	$ 25.99
271	4	cs	40 - 25/case	Styro - Cup - 8 oz.	6/4# - ??	$ 31.16	$ 124.65	40/25ct	$ 19.15	$ 76.60	40/25ct	$ 20.68	$ 82.72	1 M	$ 21.14
272	8	cs	40 - 25/case	Styro - Cup - 6 oz.	40/25ct	$ 18.19	$ 145.51	40/25ct	$ 16.37	$ 130.96	40/25ct	$ 17.68	$ 141.44	1 M	$ 21.00
273	50	cs	20 - 25/case	Styro - Food-Container - 8 oz.	20/50ct	$ 32.63	$ 1,631.67	20/50ct	$ 35.20	$ 1,760.00	20/50ct	$ 38.74	$ 968.50		
274	50	cs	5 - 100/case	Food Cont.-Lid (compatible) ***	10/100ct	$ 17.11	$ 855.56	10/100ct	$ 20.43	$ 1,021.50	10/100ct	$ 22.06	$ 551.50		
275	50	cs	20 - 125/case	Plastic-Food-Container - 4 oz.	5/250ct	$ 32.11	$ 1,605.56	12/200ct	$ 33.50	$ 1,675.00	20/125ct	$ 48.75	$ 2,437.50		

						Ben E. Keith			Sysco			Shamrock			
						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
276	50	cs	20 - 125/case	Food Cont.-Lid **(compatible)** ***	12/100ct	$ 25.03	$ 1,251.67	20/120ct	$ 24.70	$ 1,235.00	20/125ct	$ 31.30	$ 1,565.00		
277	4	cs	20-125/case	Plastic-Food-Container - 2 oz.	10/250ct	$ 38.48	$ 153.91	12/200ct	$ 19.15	$ 76.60	10/250ct	$ 28.86	$ 230.88		
278	4	cs	20-125/case	Food Cont.-Lid (compatible) ***	25/100ct	$ 34.31	$ 137.24	24/100ct	$ 17.64	$ 70.56	20/125ct	$ 23.17	$ 92.68		
279	6	cs	50 ct/case	Plastic - Embossed - Apron	10/1/100ct	$ 9.34	$ 56.07	5/100ct	$ 38.00	$ 228.00	1/50ct	$ 13.08	$ 78.48		
280	2	cs	18 X 3 M/case	Plastic - 18" - Food Wrap	1/roll	$ 19.88	$ 39.76	1/18 in	$ 12.40	$ 24.80	1roll	$ 19.40	$ 38.80		
281	4	cs	12 X 3 M/case	Plastic - 12" - Food Wrap	1/roll	$ 15.66	$ 62.62	1/12 in	$ 10.47	$ 41.88	1 ea	$ 10.20	$ 1,565.00		
282	3	cs	250/case	Plastic - Freezer - Bags - 1 gallon	1/200ct	$ 21.76	$ 65.27	1/250ct	$ 9.25	$ 27.75	1/250ct	$ 12.19	$ 36.57		
283	3	cs	3 - 250/case	Plastic - Freezer - Bags - 1 Quart	1/500ct	$ 29.24	$ 87.73	1/500ct	$ 32.69	$ 98.07	1/500ct	$ 12.19	$ 36.57		
284	10	cs	2 M/case	Plastic - Sandwich-Bags-**flip-top**	2M	$ 27.06	$ 270.56	1/2Mct	$ 11.49	$ 114.90	2M	$ 21.51	$ 215.10		
285	4	cs	250/case	KFS - 3 piece cutlery	1/250ct	$ 32.27	$ 129.07	1/250ct	$ 37.06	$ 148.24	250ct	$ 15.91	$ 63.64		
286	65	cs	250/case	Foil - Tray - 3/comp with lid	2/100ct	$ 55.63	$ 3,616.17	200/9"	$ 53.42	$ 3,472.30	250ct	$ 61.93	$ 4,025.45		
287	2	cs	18 X 50/case0'	Foil - **Heavy-Duty - 18"**	1/roll	$ 21.94	$ 43.89	1/18 in	$ 43.81	$ 87.62	1 roll	$ 27.57	$ 55.14		
288	6	cs	20 pk/case	Napkin-Dispenser-**full fold-6½Lx4½Wx5¼H**	24/250ct	$ 52.44	$ 314.67	40/250ct	$ 41.90	$ 251.40	8/375 ct	$ 46.22	$ 277.32		
289	8	cs	500/case	Paper Sacks - # 6	1/500ct	$ 10.81	$ 86.49	1/500ct	$ 9.00	$ 72.00	500ct	$ 10.11	$ 80.88	500ct	$ 10.50
290	3	cs	1 M/case	Paper Liners (sheet pans)	1/1M	$ 38.50	$ 115.50	1M	$ 29.30	$ 87.90	1M	$ 30.05	$ 90.15		
291	2	cs	30 - 250/case	Straws - unwrapped	4/500ct	$ 12.22	$ 24.44	12/500ct	$ 40.56	$ 81.12	50/2580ct	$ 38.02	$ 41.82		
292	5	cs	144/case	Hair Nets - **light brown**	1/144ct	$ 15.00	$ 75.00	1/144ct	$ 93.31	$ 466.55	1/144	$ 14.47	$ 72.35		
293	1	cs	10 - 100/case	Latex Free-Vinyl-gloves-**extra-large**	10/100ct	$ 23.56	$ 23.56	4/100ct	$ 12.50	$ 12.50	10/100ct	$ 22.28	$ 22.28	10/1M	$ 24.00
294	20	cs	10 - 100/case	Latex Free-Vinyl-Gloves-**large**	10/100ct	$ 23.56	$ 471.11	10/100ct	$ 32.35	$ 647.00	10/100ct	$ 22.08	$ 441.60	10/1M	$ 24.00
295	20	cs	10 - 100/case	Latex Free-Vinyl-Gloves-**medium**	10/100ct	$ 23.56	$ 471.11	10/100ct	$ 32.35	$ 647.00	10/100ct	$ 21.95	$ 439.00	10/1M	$ 24.00
296	2	cs	10 - 100/case	Latex Free-Vinyl-Gloves-**small**	4/100ct	$ 30.48	$ 60.96	4/100ct	$ 10.55	$ 21.10	10/100ct	$ 21.61	$ 43.22	10/1M	$ 24.00
297	5	cs	20 - 25/case	Clear (HD 1.5 mil) 33 gal. Liner	10/25ct	$ 23.48	$ 117.39	150/33 gal	$ 19.92	$ 99.60	1/100ct	$ 17.13	$ 17.13		
298	8	cs	6 - 1 ga/casel	Bleach	6/96oz	$ 12.14	$ 97.16	6/128oz	$ 15.22	$ 121.76	6/1 gal	$ 11.39	$ 91.12	6/case	$ 9.65
299	5	cs	6 - 1 ga/casel	Pine Cleaner	NB	N/B	$ -	4/1 gal	$ 28.58	$ 142.90	4/1 gal	$ 26.09	$ 195.68	4/case	$ 20.00
300	15	cs	4 - 1 gal	Grease Cutter Plus	4/1 gal	$ 32.64	$ 489.67	4/1 gal	$ 20.66	$ 309.90	4/1 gal	$ 116.95	$ 1,754.25	4/case	$ 35.40

						Ben E. Keith			Sysco			Shamrock			
						Unit Cost	Total		Unit Cost	Total		Unit Cost	Total		Unit Cost
301	5	cs	15 pk/case	Nylon Soap Pads - SOS or equal	**NB**	N/B	$ -	**42830 - ???**	$ 13.48	$ 67.40	**12/15ct**	$ 33.65	$ 33.65		
302	5	cs	15 pk/case	Scour Pads - Green	**1/15ct**	$ 6.58	$ 32.89	**1/20ct**	$ 8.60	$ 43.00	**1/20ct**	$ 5.21	$ 26.05	**20ct**	$ 6.50
303	5	cs	12 ct/case	Steel Scrubbers	**1/12ct**	$ 7.01	$ 35.06	**6/12ct**	$ 53.24	$ 266.20	**6/12ct**	$ 29.70	$ 29.80	**12ct**	$ 4.00
304	3	cs	12 ct/case	Mop Heads	**3/ea**	$ 14.27	$ 42.80	**1/3ct**	$ 19.78	$ 59.34	**1/12ct**	$ 39.66	$ 118.98	**12ct**	$ 4.38
305	6	pr	pair	Oven Mitts	**1/pair**	$ 8.11	$ 48.67	**2/pair**	$ 16.60	$ 99.60	**1/2pc**	$ 8.85	$ 53.10		
306	1	cs	12 pk/case	Rubber Gloves - 18"	**1/pair**	$ 0.92	$ 0.92	**12/pair**	$ 68.51	$ 68.51	**1/12pc**	$ 9.09	$ 9.09	**12ct**	$ 7.39
307	2	cs	200 ct/case	Food Service Towel - Disposable	**8/100ct**	$ 48.33	$ 96.67	**200ct**	$ 23.66	$ 47.32	**1/200pk**	$ 74.61	$ 149.22		
308	6	pails	5 gallon pails	Dishwashing Machine - Detergent - Low Temp	**1/5 gal**	$ 90.79	$ 544.73	**4/1 gal**	$ 146.59	$ 879.54	**1/5 gal**	$ 74.29	$ 445.74	**5 gal**	$ 42.31
309	6	pails	5 gallon pails	Dishwashing Machine - Rinse-Aid - Low Temp	**1/5 gal**	$ 116.51	$ 699.07	**4/1 gal**	$ 256.79	$ 1,540.74	**1/5 gal**	$ 97.51	$ 585.06	**5 gal**	$ 37.02
310	6	pails	5 gallon pails	Dishwashing Machine - Sanitizer - Low Temp	**1/5 gal**	$ 55.77	$ 334.60	**1/5 gal**	$ 67.19	$ 403.14	**1/5 gal**	$ 28.58	$ 171.48	**5 gal**	$ 26.13
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AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 10/24/2017 **Report Date:** 10/12/2017 **Report No:** 12.

Submitted By: April Jones

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

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Senior Volunteer Program Advisory Council.

Background:

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

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

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

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

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

Parks and Recreation Board. Three (3) vacancies. Staff Liason - Jan Wafful. (Vacancies due to the expiring term of Jerry Lott, and the resignations of Ray Vincent and Paul Sanchez.) No nominations received.

Senior Volunteer Programs Advisory Council. Two (2) vacancies. Staff Liaison - Julie Baker *(Openings due to the expiring terms of Michael Groves, and Annarelle McDonald.*
The following individual is interested in being appointed:

Michael Groves- if appointed this will be his second term.

SENIOR

VOLUNTEER

PROGRAMS

ADVISORY

COUNCIL

RECEIVED
OCT 10 2017
CITY CLERK

City of Alamogordo

APPLICATION TO SERVE ON A CITY BOARD/COMMITTEE

Name: MICHAEL GROVES

Home Phone: 439 5609 Work Phone: NA

Cell Phone: 921-9000 Fax No: ______

e-mail address: NA

Physical Address: 8 E. SCOPETA COURT ALAMOGORDO NM 88310

Is the above address within City limits? Yes X No ______

Mailing Address: SAME

Present Employer: RETIRED Job Title: ______

Board/Committee you wish to serve on:

First choice: SENIOR ADVISORY COMMETTEE

Second choice: ______

Are you related to anyone who is presently employed by the City of Alamogordo:

Yes X No ______ If so, what is their relation to you? WIFE

Are you related to any Elected Official of the City of Alamogordo?

Yes ______ No X If so, what is their relation to you? ______

Experience and education relating to the Board/Committee: NONE

______

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on a City Board/ Committee: ______

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will be 2nd term

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396