Alamogordo City Commission

NOTICE OF MEETING

Addendum to

Regular Meeting Agenda

Tuesday, April 28, 2015 – 7:00 pm
City Hall, City Commission Chambers
1376 E. Ninth St.

Susie Galea ....Mayor, At-Large
Robert Rentschler....................................Mayor Pro-Tem, District 3
Jason Baldwin... District 1
Nadia Sikes ....District 2
Jenny Turnbull ....District 4
Al Hernandez ....District 5
Dr. George Straface .... District 6

Jim Stahle .... City Manager
Stephen Thies .... City Attorney
Renee Cantin .... City Clerk

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.

Addendum to Regular Meeting Agenda

NEW BUSINESS

9. Consider, and act upon, a Settlement Agreement, Release and Temporary Right of Entry Permit with Tool Box, LLC. *(Stephen Thies, City Attorney)*

Alamogordo City Commission

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Robert Rentschler .... Mayor Pro-Tem, District 3
Jason Baldwin .... District 1
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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

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CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. **Presentation related to the ambassador trip to Juarez, hosted by Juarez, and the trip to Chihuahua, hosted by Chihuahua, Mexico. "Juarez Is Waiting For You!"** *(Susie Galea, Mayor)*

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.

CONSENT AGENDA (Roll Call Vote Required for Item No. 5)

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

2. **Approve Minutes of the April 14, 2015 Regular Meeting of the Alamogordo City Commission.** *(Renee Cantin, City Clerk)*

3. **Approve statement related to the Executive Session of April 14, 2015.** *(Renee Cantin, City Clerk)*

4. **Approve Special Dispenser Permit Application and a Temporary Alcoholic Beverage Dispenser's License for Carino's for the Downtown Merchants Assoc. Cosplay Festival on May 30th, 2015 on New York Avenue.** *(Renee Cantin, City Clerk)*

5. **Approve Resolution No. 2015-20 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of April 28, 2015. [Roll call vote required]** *(LeeAnn Nichols, Finance Director)*

6. **Approve a Land Trade Agreement between the City and the Alamogordo Pubic School District.** *(Stephen Thies, City Attorney)*

7. **Approve the award of IFB 2015-02 to JPK Micro Supply, related to the Computer Replacement project, in an amount not to exceed $31,488.00, excluding tax.** *(Mark Graham, MIS Manager)*

8. **Approve the award of IFB 2015-06 to multiple vendors related to Miscellaneous Foods, Dairy Products & Items for the Alamogordo Senior Center Nutrition Program in the amount not to exceed $113,818.01.** *(Matt McNeile, Assistant City Manager)*

9. **Consider and act upon a Settlement Agreement, Release and Temporary Right of Entry Permit with Tool Box, LLC.** *(Stephen Thies, City Attorney)*

ITEMS REMOVED FROM CONSENT AGENDA

UNFINISHED BUSINESS

10. **Consider, and act upon, the approval of seven members to serve on the Charter Review Committee.** *(Renee Cantin, City Clerk)*

11. **Discuss, and consider, to direct staff to prepare a new Joint Powers Agreement for the City to assume the full cost share of School Resource Officers within Alamogordo Public Schools.** *(Susie Galea, Mayor)*

NEW BUSINESS

12. **Consider, and act upon, a Memorandum of Understanding between the Village of Ruidoso, City of Ruidoso Downs, City of Alamogordo, the 12th Judicial District Attorney and Lincoln County for the operation of the High Intensity Drug Trafficking Area (HIDTA) White Mountain Drug Task Force.** *(Robert Duncan, Police Chief)*

13. **Consider, and act upon, the Intergovernmental Agreement with the State of New Mexico related to Neptune Aviation.** *(Stephen Thies, City Attorney)*

14. **Consider, and act upon, the first publication of Ordinance No. 1496 approving a Local Economic Development Project for secured financial assistance proposed by Neptune Aviation.** *(Stephen Thies, City Attorney)*

15. **Notification of vacancies on Boards & Committees.** *(Susie Galea, Mayor)*

PUBLIC COMMENT *(Continued if needed)*

CITY MANAGER’S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 16, 2015 **Report No:** 1

Submitted By: Renee Cantin
City Clerk

Approved For Agenda: ________

Subject: Presentation related to the ambassador trip to Juarez, hosted by Juarez, and the trip to Chihuahua, hosted by Chihuahua, Mexico. "Juarez Is Waiting For You!" *(Susie Galea, Mayor)*

Background: Mayor Galea requested this item to present the ambassador trip to Chihuahua,. Mexico.

Reviewed By:

City Attorney ________ City Clerk RC ________ Community Development ________ Community Services ________
Finance ________ Housing Authority ________ Planning ________ Personnel ________ Public Safety ________
Public Works ________ Purchasing ________ Assistant City Manager ________

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 16, 2015 **Report No:** 2

Submitted By: Reneé Cantin
City Clerk

Approved For Agenda: ______

Subject: Approve the Minutes of the April 14, 2015 Regular Meeting of the Alamogordo City Commission.

Recommendation: Approve the Minutes.

Background: This action is required by the NM Open Meetings Act.

Reviewed By:

City Attorney ________ City Clerk RC ________ Community Development ________ Community Services ________
Finance ________ Housing Authority ________ Planning ________ Personnel ________ Public Safety ________
Public Works ________ Purchasing ________ Assistant City Manager ________

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
7:00 P.M., COMMISSION CHAMBERS
APRIL 14, 2015

SUSIE GALEA, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
AL HERNANDEZ, COMMISSIONER
ROBERT RENTSCHLER, MAYOR PRO-TEM
DR. GEORGE STRAFACE, COMMISSIONER
JIM STAHLE, CITY MANAGER
STEPHEN THIES, CITY ATTORNEY
RENEE CANTIN, CITY CLERK

CALL TO ORDER, ROLL CALL, INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Galea called the meeting to order at 7:00 p.m. Roll Call was taken by the City Clerk. Commissioner Sikes joined by telephone and Commissioner Straface was absent. Clerk Cantin announced there was a quorum present. Invocation was given by Father Tom Arrowsmith-Lowe and the Pledge of Allegiance was led by Commissioner Baldwin.

APPROVAL OF AGENDA

Mayor Pro-Tem Rentschler moved to approve adding the Addendum item to the agenda. Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-0-0.

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

PRESENTATIONS

1. **Presentation and possible action related to a Community Labyrinth Park.** *(Tresa Van Winkle, Presenter)*

[RECORDING WAS UNINTELLIGABLE FOR THIS PRESENTATION ONLY – MINUTES WERE TAKEN USING THE POWER POINT PRESENTATION.]

Mrs. Tresa Van Winkle presented information on a special project she wanted the Commission to consider – Community Labyrinth Park in Washington Park where the City Pool used to be at the corner of Washington Ave. and First St. She presented a Power Point program to illustrate her request (in the Agenda Book). She explained this would be a convenient, lighted, level surface for people to use for both chronic disease prevention and chronic disease rehab, as well as stress reduction and creative problem solving through walking. The benefits for the city would be increased tourism from our designation as a Labyrinth Tour Vacation site. She told the commission that labyrinths are between 4,000 and 5,000 years old and are generally accepted as a symbol of ones life journey. The difference between a labyrinth and maze is that a labyrinth has only one path in and out of the center while a maze has dead ends and blind alleys. Mrs. Van Winkle displayed pictures of several famous labyrinths throughout the world, noting they can create a heightened awareness of the human condition, clear the mind, be a simple tool for many people in their search for life's meaning, and are a unique opportunity to look at what we are doing and where we want to be.

Mrs. Van Winkle gave the details of the projected labyrinth. It would measure approximately 163' by 190', be constructed with a depth of 4" of concrete, and be imprinted and/or dyed or painted. Necessary funds for the construction would be obtained through community contributions, fundraising and grants, with volunteers to be recruited. In order to get started, she requested a memo of agreement with the City of Alamogordo stating that the site would be reserved for three years for construction, CAPPED would be granted the right to construct the Community Labyrinth, assume maintenance of the park when completed, and preserve the Labyrinth Park for useful life.

Mayor Galea thanked her and noted Mrs. Van Winkle also had an interest in pursuing the Community Development Block Grants in the future.

2. Presentation of new technology to produce electricity from brackish water in conjunction with the city's proposed new Reverse Osmosis Plant. *(George Nitschke, Good Earth Mechanics)*

Mayor Galea said Good Earth Mechanics is here to present with George Nitschke and Mr. Tommy Herrell.

Mr. Tommy Herrell said thank you. I wanted to take this opportunity to come before you tonight. I actually heard this story about a month ago at the Desal Plant at the Bureau of Reclamation out there, and there were only two people in attendance, and I said, I turned around to George, I said this is real good, but the people here are not decision makers. And so I said we need to get this story in front of the people that can actually make a decision and look at it realistically and come back. So, we agreed to come back to the City, he agreed to come back all the way from New Hampshire, come back to make this presentation. We had a group that we met with about 30 people in attendance last Friday at the Chamber of Commerce office. Several independent business people in town looked at it and so forth. And so, I asked him to stay over for the meeting tonight to make a special presentation to the City Commission. So, without further ado, I'm going to introduce George Nitschke with Good Earth Mechanics (GEM).

Mr. Nitschke thanked everyone and then gave his presentation (Power Point presentation is in the agenda book). He said we're working on commercializing game changing, renewable technology, and we can synergize it with RO systems, desalination systems, too.

Mayor Galea said I would like to know a little bit more. I know that you have an understanding before your water plan and you did meet with CDM Smith who is our engineering and design consultant for the Desalination Plant. I wondered how this would integrate with that, with the energy savings, the savings with the brine. We have, as you know, ponds that are planned for the design process. How would your ponds, how would that be something that could be integrated, and then how much money down the road would that, would you project that would save the City of Alamogordo, the citizens.

Mr. Nitschke, said the short answer is that to scoop most of that into the plan. In fact, the plan you have in place now is probably the plan that we would, instead of derail the train and send it down a different track. There is a real motivation for doing that from the State and the region, and we thought it was putting a lot of work into this plan. (?) Again come into that plan and use it directly, probably, and just augment it with our system. As you can see, our technology fits with the standard RO system, and I think this was sent to you as a standard RO system. So, I guess the (?) off the table would be that Primoris (PSC) is willing to invest their own money, so whatever money that the town is having to borrow, (?), you wouldn't have to do that. So, PSC with (?) that part. I understand you had some grant money that's available to you as well. I'm just thinking you don't an option to look at that grant money and say do we want to use that for bringing the water cost down even further, and PSC can show you that one for one trade, or if you want to use that grant for other water things related like improving the structure in the city, I don't know. That would be something PSC could definitely work with you. They prefer to come in and fund the whole thing, A-Z. Operate, (?) and deliver. (?) We've had just a very brief look at it. This is not slighting anybody, but the idea of running an RO plant four months a year is kind of fraught with difficulty. So, you know, if the City's going to run and operate its own plant, two things – they are taking all the headache of doing that. (?) So you want water four months a year at this price plan, this delivery, you get it. How they do that is up to them; they operate it and take all the risk. Second thing, and this is something that (?), if the City owns and operates then who pays the tax on the profits? Mayor Galea said the people do. Mr. Nitschke said if Primoris takes on this commercial venture and brings to you a price that's cheaper, significantly cheaper than what your level cost of water was going to be in the first place, and takes your loan off the table, takes all the risk on them, they're going to be building it for a profit, so its going to be tax revenue base there to consider going forward.

Mayor Pro-Tem Rentschler said I have a couple of questions, I guess. So you don't have a municipal sized demonstration yet, you are constructing this year, is that what I understand? Mr. Nitschke said the two towns in Texas we are looking to start construction this summer or early fall, are both probably a little bit bigger than what the site proposal is for Alamogordo. It's very similar. Mayor Pro-Tem Rentschler said you are looking to take the brine, all that's left over after the water has been through the plant, and you would put it into your pond, and you would, the energy it would create from your pond then, you all would keep the energy to operate your plant and then keep the remaining power as well to distribute; that really doesn't go back to the City. Mr. Nitschke said that's a very good point. So, the way that we would operate it internally would be to sell the power and use it as profit stream to help us make a better bid on the power price. However, along the city's, probably wired into your available (?) power (?), so if it is advantageous just to let the city have that in lieu of, you look at and say, well, you decide power (?) is internally, does this to the water price if we take the power and reduce discount to power what does that mean to the town. Those options are something that you would be part of the decision processes, would be an open book decision, what to do with those revenues.

Mayor Pro-Tem Rentschler said sure, and you are aware of the scale we've already done and where we've been to in this project. Mr. Nitschke said yes sir. Mayor Pro-Tem Rentschler continued by saying how many million dollars we've got, $22 hundred dollars we've already spent on it. He said you know where the water's coming from, I mean it's not coming from under our feet, it's coming from 30 miles to the north here. Mr. Nitschke said yes sir. Mayor Pro-Tem Rentschler said or 27 or whatever it is. Mr. Nitschke said yes sir. Mayor Pro-Tem Rentschler said I wish you'd understand that, that we've already got a significant investment and if we're going to change it at this point in time, well actually, some of us did try to change it not very long ago, there's a very good possibility, and this is actually (?) that went out today, that we're on top of a landfill. And the idea was to get it off of there, and the environmental public gets very heavily involved because of that. At the same time, the deal may well open the question again, those of us was the consensus here, the majority consensus here, and we waited 12 years for a decision from the last time. So, what I'm telling you is, it looks to me, because there's not an operational, because you are looking to sell the city water and we have to contract water from you, when for all we know we wouldn't need that water, you need a way to sell it to us, we might need it 10 years from now, or we may not need it two years from now. You know what I'm trying to say? I mean the idea of this plant the whole time has been you build it in bays. We start out the first build out's going to be a million gallons a day, and eventually, you know, as part of our 40 Year Water Plan 25-30 years from now, we'll actually get to that five million gallons a day when the population raises to the point we are in the process of using that everyday. I guess part of the question I would ask you about is, ah, would you consider, I guess as a demonstration you could buy some of the land around us and perhaps if it's, ah, a really good deal and you could walk out where you could buy some of them, and we could actually direct some of our stream towards you.

It would be an option, and I just want to address a couple of, it's a bunch of ways. So, on the plan right now is a 13 acre evaporation pit to deal with the discharge. Our experience in Texas so far dealing with the Texas Water Department and the Texas Commission on Environmental Quality is that giving it to us is simple, (?), because an industrial user, if you can manage those wisely those ponds is a static, stand alone pit. So actually, dealing with the (?) in Texas look at us as being a good thing. So, don't expect there being (?), that isn't an evaporation pond still, when it's in industrial use now, and actually makes a (?) user. So, there's that piece. The flexibility up through the time about when you need water, when you might water, this is the nice part about having this whole pond is you're an integrated part of the system; it makes money whether you are selling water or not, because of its own power. You're not definitely giving enough power to the plant, to turn it off line and sell it. So, either it's very flexible to even change real time on the fly, you can figure it one way this year, and turn around and you don't need as much water, fine, don't dedicate as much to the (?) and still have power to sell that actually makes up for the revenue stream you need to make the plant cost effective. So, that's the nice part about that. Buying the land, there are options, I think, to be considered there. (?) what you're going on at WSMR, ok? Under the thinking that there are considerable expenses to you guys with dealing with the government on these things. But that can be a long, protracted process to get started there, so it may make better sense schedule wise which I think you are also concerned, to get on a loose schedule. You've got lots of times to meet with your funding, with the grants and all these things, we would definitely not jeopardize it, (?), and everybody understands that, that need the understanding in governing you do now, you can rest assured it would be our intention to not make things even, but better. So, we'd be taking all the risk.

Mayor Pro-Tem Rentschler said sure, sure, I do understand that. You need to understand too, part of what we do have is we actually do supply Holloman water from time to time, and if you worked out something where it was done in conjunction with this, where some of that water went to Holloman, it may be another revenue for you to consider. Alamogordo, I would be remiss and I don't know, I speak for myself here, that I would be remiss to contract to buying water; we've always resisted that. From land owners or water rights holders that have wanted one way or another to, ah, sell Alamogordo or lease Alamogordo water by any means is something that we've always been very, very leery of. And, I've always been of mind that we should own the entire operation, whatever it is, that we achieve water by, whereas there will be a contract dispute or something happened that the one that had control of that water for whatever reason would have to have an understanding of it to, understand, to be trustworthy. Mr. Nitschke said sure. Mayor Pro-Tem Rentschler said in looking at this too, I guess your water loss, you'd need to continue streaming the water losses through evaporation, is that correct?

Mr. Nitschke said no sir. We govern that evaporation retardant that in most places are trying to conserve evaporative losses. We've (?) than anything. But in cases where we're trying to make that evaporation a part of the feature, then we don't use that retardant. So we had to wait, actually, minimize our losses and shrink our losses when we're not taking care of discharge from our plant. I think I know where you are going, what do you do when we don't run an RO plant, how do you get your discharge. So it probably takes some just brac water, just purchase it for make up, for times that the RO plant wasn't supplying that evaporation makeup. (?) Mayor Pro-Tem Rentschler said ok.

Mayor Galea asked if there were other questions or comments at this time. She said, I just, in general have some other questions. I know that the City still is $4 million dollars shy of funding this project. Had we been able to, I think in the past to do a Design/Build/Operate where we have someone that does take over the process this would have been built more than two years ago. It's a challenge, I think, for the City to, I think, look at an opportunity where receiving costs in time and money, now and in the future, you know, look at it at a cost benefit analysis how it will save the water users funding in the long term and now. It will cost a lot to us as we are treating this water, even if it is four months a year, to desalinate it with the energy costs that we are paying today, and we do know energy costs are going up. And also, I think, there's a good point to be made that if we are just treating water for four months a year, if it becomes stagnant in the pipe, we have some challenges there as well. I would just like for the commission to consider the opportunity for the city staff, the city manager to meet with GEM and talk about a benefit analysis, cost benefit analysis to the citizens of Alamogordo. Would anyone be opposed to that? One commissioner said I would not, and another commissioner said no. There were no other responses. Mayor Galea said if no one be opposed, I would like for the staff to note that the city manager is authorized to meet with GEM and discuss a letter of interest; if there proves to be a cost benefit analysis that is profitable for the citizens of Alamogordo. Are there any other questions, comments? Thank you for your time and presentation. Commissioner Baldwin also said thank you. Mayor Galea said Mr. Herrell has another comment.

Mr. Tommie Herrell said after the presentation, and I would just like to add this. If the City does really consider this and go into it, I mean, I think it would be a feather in the City of Alamogordo's hat. This is new technology for all over the world, and if we could have the first unit of this type built in this, in our location we'd have people coming from all over the country, all over the world to come in to look at this. So, the added benefits and some of the energies that could spin off of this, some of the manufacturing elements of it, I think this is something that seriously needs to be considered, not just for the benefit of the city, but for the other ancillary things that could come with this, with this program. So, it is trendy, it is new technology, it takes somebody with a little guts and gumption to reach out and take onto this, but I think the resources are there and without very much risk to the city, so, that's what I'd add and appreciate the opportunity to make the presentation. Mayor Galea thanked him.

Commissioner Hernandez said that before we move off the presentations, could we go back and discuss Item #1 real quick? Mayor Galea said yes, Item #1, the Labyrinth? He said yes ma'am. She asked that we meet with them and possibly get an MOU. I'd like to just maybe have staff, direct staff to meet with Ms. Van Winkle and the folks from CAPPED; get something together and bring it to us so that we don't have to do this again and again. Mayor Galea said ok, that makes sense. Commissioner Hernandez said if the commission supports that. Mayor Galea asked if anyone was opposed to an MOU coming before the commission at a future agenda meeting with the staff working directly with CAPPED. If not, than that be the direction to the staff. Commissioner Hernandez said thank you, ma'am. Mayor Galea said thank you.

PUBLIC COMMENT

A. Kathleen Lasiter commented on the following:

1) Ms. Lasiter spoke on school cross walks at Heights Elementary. She said there was a deputy who took his time in the mornings to keep an eye on traffic on 10th Street in front of Heights Elementary. A decision was made by someone that he should no longer do this, and she felt there shouldn't have been a problem with this because he was volunteering his time. She does crosswalk duty herself and felt the children were in danger because cars go around other cars that are stopped at the crosswalk, as well as speeding through the school zone. This, she noted, was a problem at other schools in town. She thanked the gentleman who had volunteered his time to keep an eye on the children.

   Mayor Galea asked City Manager Stahle to take a look at this situation at Heights Elementary as to how the PD views volunteers. City Manager Stahle said he would do this.

B. Harv Hamilton commented on the following:

1) Mr. Hamilton spoke on the State of the City address given by the mayor. He had not attended but had read the article in the newspaper concerning the address. He hoped the three goals discussed in the address reflected the views of the whole commission, and hoped the Charter Commission would recommend putting an end to the controversy over the roles of the current and future commission members.

CONSENT AGENDA

3. **Approve Minutes of the March 24, 2015 Regular Meeting of the Alamogordo City Commission.** *(Renee Cantin, City Clerk)*

4. **Approve the Lodger's Tax Expenditures for Tourism & Travel.** *(Jan Wafful, CS Admin. Assistant)*

5. **Approve the final publication of Ordinance No. 1492 amending Section 29-03-010 of Chapter 29 - Zoning to allow liquor sales in parks in Zoning District "R-1" Single Family Dwelling District and Section 5-01-035 - Alcoholic Beverages to clarify the applicability of area restrictions to Governmental Liquor Licenses. [Roll call vote required]** *(Renee Cantin, City Clerk)*

6. **Approve the final publication of Ordinance No. 1493 amending Sections 7-01-010 and 7-01-020 of Chapter 7 - Animal Control and Section 29-03-540.2 of Chapter 29 Zoning to allow animals in Zoning District "R-E" Residential Estate. [Roll call vote required]** *(Renee Cantin, City Clerk)*

7. **Approve the final publication of Ordinance No. 1494 amending Chapter 19 of the City Code establishing rules and regulations governing the use of Skate Parks. [Roll call vote required]** *(Renee Cantin, City Clerk)*

8. **Approve the final publication of Ordinance No. 1495 approving a Local Economic Development Project for secured financial assistance proposed by Orogrande Garnet, LLC. [Roll call vote required]** *(Renee Cantin, City Clerk)*

9. **Approve Resolution No. 2015-18 supporting the New Mexico Department of Tourism Litter Control and Beautification grant for Keep Alamogordo Beautiful (KAB). [Roll call vote required]** *(Matt McNeile, Assistant City Manager)*

10. **Approve an Application for the Fire Protection Fund Distribution.** *(Mikel Ward, Fire Chief)*

11. **Approve an Amendment to the Agreement with the NCNMEDD Non-Metro Area Agency on Aging Grant for the Senior Center Programs.** *(Matt McNeile, Assistant City Manager)*

12. **Approve an Amendment to the Agreement with the State of NM Aging & Long-Term Services Department Funding for the Senior Volunteer Programs.** *(Matt McNeile, Assistant City Manager)*

13. **Approve the award of IFB No. 2015-05 to Mesa Verde Enterprises, Inc. related to the Lease of Bulldozer with Operator project, in an amount not to exceed $99,935.40, including tax.** *(Brian Cesar, Public Works Director)*

14. **Approve Change Order No. 1, RFP No. 2014-007 to ASA Architects related to the architectural and design services for 2014 C.D.B.G. City of Alamogordo Domestic Violence Center Addition and Renovation (GC1402), in an amount not to exceed $3,885.75, inclusive of NMGRT.** *(Edward Balderrama, Project Manager)*

A-1. **Approve Resolution No. 2015-19 supporting the New Mexico Department to promote tourism. [Roll call vote required].** *(Jan Wafful, CS Administrative Assistant)*

Commissioner Hernandez moved to approve items # 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, & A-1 of the consent calendar. Commissioner Baldwin seconded the motion. Roll call was taken for items # 5, 6, 7, 8, 9, & A-1. Motion carried with a vote of 6-0-0.

<u>ITEMS REMOVED FROM CONSENT AGENDA</u>

<u>UNFINISHED BUSINESS</u>

15. **Consider, and act upon, the approval of seven members to serve on the Charter Review Committee.** *(Renee Cantin, City Clerk)*

Mayor Galea noted we only have five nominations instead of seven which is needed for the Committee. City Clerk Cantin confirmed seven members are required as per state statute. It was decided to table this item until the next meeting, and the clerk would re-post the information in order to obtain more nominations.

Commissioner Hernandez moved to approve to table the approval of seven members to serve on the Charter Review Committee until the next meeting. Commissioner Turnbull seconded the motion. Motion carried with a vote of 6-0-0.

16. **Consider, and act upon, the final publication of Ordinance No. 1491 related to contract**

signing authority. [Roll call vote required] *(Renee Cantin, City Clerk)*

City Attorney Thies explained this ordinance was like the original they had earlier approved for publication, and since then there have been discussions about paragraph (C) on the bottom of page 2, under Section 2-13-262. He explained that the Staff would like to review this matter further, but would like to proceed with the ordinance. He asked that the commission amend the ordinance by deleting that provision, and then consider the original ordinance as amended.

City Manager Stahle stated he had asked for the Legal Department to put this together. His intent was to speed things up in the City; at this time the city manager is required to sign all agreements, and he didn't think that was necessary. We should be able to allow department heads to sign for certain things. He said the section in question concerned him, particularly in the realm of the MIS department and some of the requirements those types of companies have for acquiring services over long periods of time. More research needs to be done on this, but he encouraged the commission to approve this ordinance as amended.

Mayor Pro-Tem Rentschler asked if we would have to go over this again in the future. City Manager Stahle said some of the service providers, particularly in the computer field, require certain services or contract/lease agreements that have to be paid in advance; this part of the ordinance would have limited that. If this section needs to be brought back, you will have to deal with it again. The rest of the ordinance does allow us to accommodate having department directors sign for certain types of contracts in order to speed things up. Mayor Pro-Tem Rentschler asked if Ordinance 1491 would then have to be republished. City Manager Stahle said the amendment to it would have to be republished.

Mayor Pro-Tem Rentschler moved to approve the amendment to remove paragraph C under Section Three, 2-13-262. Commissioner Hernandez seconded the motion. Motion carried with a vote of 6-0-0.

Commissioner Hernandez moved to approve the final publication of Ordinance No. 1491 as amended related to contract signing authority. Mayor Pro-Tem Rentschler seconded the motion. Roll call vote was taken by the Clerk. Motion carried with a vote of 6-0-0.

17. Consider, and act upon, the selection of a preferred alternative for the First Street & Florida Avenue realignment project. *(Nancy Beshaler, Project Manager)*

City Manager Stahle pointed out the three alternatives, 1) adding a second light on the north bound portion of Florida and synchronizing it with the existing light on south bound Florida, 2) the Roundabout, 3) realigning the two intersections into a single, standard intersection. He noted the City had talked to the property owner at the southeast corner of Miami and North Florida and they are willing to consider a reasonable offer if the third option is chosen. Tonight's decision is important so that we can proceed with this project.

Mayor Pro-Tem Rentschler moved to approve Alternative II/III. Commissioner Turnbull seconded the motion.

Commissioner Hernandez asked which properties would be affected by this alternative. City Manager Stahle said they would be two commercial lots and one house, but that the picture they were looking at was not the final design. If this was approved tonight, the engineers would begin researching the plan and determine the implications to the carpet & tile company as well as the Giant convenience store. He said the updated engineering plan would be brought back to the commission and public when available. Commissioner Hernandez asked him to keep in contact with the public being affected by the realignment, and the city manager said he would do so.

Mayor Galea felt Option II/III took more property from the carpet & tile store than the Roundabout would. She thought that as the population increased, the Roundabout would be better.

Motion carried with a vote of 5-1-0. Mayor Galea voted nay.

Mayor Galea recessed the meeting at 8:00 p.m. and reconvened at 8:17 p.m. The mayor announced the Chamber sound system had lost an amplifier, so that was the cause of the audio problems.

NEW BUSINESS

18. Approve a Memorandum of Agreement related to the Southern New Mexico/El Paso Joint Land Use Study (JLUS) Implementation. *(Ruben Segura, City Planner/Grants Coordinator)*

City Planner Segura presented the item. He reminded the commission that they had approved an MOA on May 22, 2012 to establish a Regional Planning Organization (RPO) for the purpose of doing a Joint Land Use Study (JLUS) that combined the military institutions (HAFB/WSMR/Ft. Bliss), plus the counties of Otero/Dona Ana/El Paso, and other entities of the surrounding area. He explained what had been accomplished and what was recommended, and then went over the Staff Report that was included in the agenda book. Mr. Segura noted the JLUS was strictly advisory, meaning the recommendations were entirely voluntary, and community participants were under no obligation to adopt any of the recommendations. He felt it was in the best interests of the City of Alamogordo to continue to take part in the JLUS in order to express support and interest in the military industry.

Mayor Pro-Tem Rentschler commented that Otero County opted out and asked why. City Planner Segura did not know why. Mayor Pro-Tem Rentschler asked if they all needed to sign on, and Mr. Segura said there wasn't any obligation and part of it is individuals who are willing to join in; it encourages local communities to take part but they are not required to do so. Mayor Pro-Tem Rentschler asked about the administrative in-kind service obligations to Alamogordo, and Mr. Segura explained that the only level of commitment the City of Alamogordo would have is 15% of the 10%, which is $7,500. Mayor Pro-Tem Rentschler thought the City of El Paso would benefit more than we would, and wanted to know exactly what the commitment would be to the City of Alamogordo if the MOA was approved.

Mayor Galea said she had served on the Policy Committee. She noted that Otero County was greatly impacted by the three surrounding bases with about 30% employment related to military activity, and about 25% of everyone's pay related to the economic impact of the military in the region. This MOA would be an opportunity for us to discuss how to jointly use, work with and implement opportunities to make improvements in many areas. Mayor Pro-Tem Rentschler asked what this would commit us to if others decided they did not want to join. City Planner Segura said the committee will be creating separate sub-committees which will address specific issues such as air and lighting issues, and then would form a template of an ordinance for the local communities to consider. The whole objective was to coordinate the land use planning efforts for purposes of trying to make sure there are not competing missions or objectives that are going to be close to each other. An example would be the Town of Chaparral that is really growing and very close to the Ft. Bliss area where military missions are being performed. The growth of the town and the military missions may be coming into conflict with one another and there has to be some form of dialog in regards to that. Mayor Pro-Tem Rentschler didn't think there were any problems now, so didn't see why we should enter into this MOA.

City Manager Stahle said he had considered this opportunity to be at the table. There are three major military installations that affect us and we affect them, so being at the table to talk about issues is the important part here; it gives us a chance to meet with the players and works both ways. He viewed it as a communication tool. He felt it was important to take into account that when going through BRAC, the Department of Defense (DOD) pays attention to who is at the table and who is willing to talk about the interests of both the community and the DOD. It makes an impact on the

DOD when they see a jurisdiction willing to participate in a joint land use study like this and be at the table to discuss issues of mutual interest. Mayor Galea agreed.

City Planner Segura pointed out the level of contribution, 50%, would not change. Dona Ana County would assume the percentage that Otero County would not because they chose not to participate. There are two more entities that have not approved the JLUS, but most of them have.

Commissioner Turnbull moved to approve a Memorandum of Agreement related to the Southern New Mexico/El Paso Joint Land Use Study (JLUS) Implementation. Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-0-0.

The City Clerk confirmed with Commissioner Sikes that she had voted aye.

19. Consider, and act upon, the paving of Stanford Road. *(Robert Rentschler, Mayor Pro-Tem and Brian Cesar, Public Works Director)*

A. Earl Stirman commented on the following:

Earl Stirman told the commission that Commissioner Baldwin had been out to look at the street. Mr. Stirman asked what the status was concerning the paving of Stanford Road.

City Manager Stahle explained the various kinds of road improvements - 1) full on, curb/gutter/sidewalks, utilities, blacktop, that is the real expensive version (Mr. Stirman said he didn't want that), 2) chip seal – oil with gravel on it in layers and compressed that is simply surface treatment with no curb/gutters, no underground work, no drainage. It doesn't last long and turning on it deteriorates it quicker, and 3) prevention of cars speeding and sliding on the road which would be Jersey barriers, bollards (steels bars set in concrete), or guard rails. He noted the City does not own that right-of-way but possibly the owners could donate the property to us if you wanted to chip-seal. (Map in the agenda book shows area owned/not owned by the city) Mr. Stirman said Manuel Renteria owned the part marked red on the map.

Mr. Stirman said the curve in the road was a problem, but the cars don't start swerving until they come out of the curb. Nearly everything that has been hit so far was past that curb. Commissioner Baldwin said we would have to go over the map further in order to decide where to put them. He said Mrs. Stirman indicated to him there were other areas that had been affected by these drivers.

B. Manuel Renteria commented on the following:

Manuel Renteria addressed the commission saying he owns the area to the west of the red line and down to Indian Wells where the convenience store is. He would be more than willing to donate his half of the easement. He asked how long chip-seal lasts if done properly and was told about seven years. He was in favor of doing the road with chip-seal.

Mayor Pro-Tem Rentschler stated he had a conflict of interest concerning this item because he was semi-related to two people on this road and will not be voting on it. He went on to explain how some of the people felt about road improvements.

Mayor Galea felt if there was a conflict, Mayor Pro-Tem Rentschler shouldn't even be debating the issue. City Attorney Thies said it was acceptable for him to discuss it even though he wasn't voting. Mayor Pro-Tem Rentschler went on to say we have a rural community within an urban area. There is not any sewer or natural gas and the water is at Indian Wells. We had closed Pecan when we were working on the intersection and diverted traffic onto this road twice. He felt the problem was city related and we should do something about it.

Public Works Director Cesar explained the options that were in the agenda report. These three options listed approximate costs of: A) utilities – $280,618, B) Full Improvement to Segment of Road – $356,570, and C) Double Penetration Chip-Seal – $58,217.

Commissioner Hernandez asked if we had talked about getting into a special assessment district and explained how it was done on Walker. He also expressed his concerns of doing chip seal. Mr. Cesar than showed how protective barriers could be used and listed the approximate costs (in the agenda book).

Commissioner Hernandez asked if the city would take this on or whether it would be through an assessment district. City Manager Stahle said we haven't received any direction in terms of the district. Commissioner Hernandez said several areas of his district, for instance Walker Road Addition, had been done through an assessment district, and all of those people paid for their pavement. He said he could not support doing this on the City's dime. The concern he had on the chip-seal was that in seven years when it begins to fail, it becomes ours and we have to fix it properly. He noted that every road in the city had been paid for at some point or another by the property owners. This road has not been paid for or assessed; we would basically be giving them the road and we have to be careful with that. There are several roads in this area that have not been paved, and you will have those people coming forward saying they want their road paved, too. He cautioned that we need to be very careful in how we do this, and remarked he was not against paving it but against paying for it when others had to pay for their road.

City Manager Stahle said what if we didn't pave it and simply protected the properties that are being slid into. He felt the curves were where the problem was. He explained the various kinds of barriers that would be options to preventing a car from sliding onto private properties. Commissioner Hernandez said he wouldn't have a problem with the barriers because they are not permanent.

Mayor Galea asked the City Manager Stahle if he would consult our engineering firm to ascertain the best barrier alternative of the three to provide safety to the property owners. City Manager Stahle said it was common sense; it isn't likely anyone will drive through Jersey barriers or bollards. There isn't a design speed on this dirt road. He noted guard rails and bollards couldn't be picked up and moved, but Jersey barriers could be.

Mayor Pro-Tem Rentschler said we could solve this problem by simply closing the road right where the yellow meets the red (on the Stanford Avenue Street Improvements document in the agenda book). City Manager Stahle asked if he meant we abandon our involvement in this road. Mayor Pro-Tem Rentschler said if we are not going to do this right, we should close the road. He felt the property owners would like that. City Manager Stahle said we wouldn't have the ability to stop people from driving down their property or accessing their land, and he assumed Mayor Pro-Tem Rentschler meant to get rid of the City's interest in the right-of-way and leave it to the property owners for easement purposes. Mayor Pro-Tem Rentschler said no, it will eventually be developed, but currently we could easily solve this problem with 'Road Closed' signs and simply block it off. He said any one of the property owners could drive stakes into it at this point. Mayor Galea asked about public safety and Mayor Pro-Tem Rentschler said you have to consider that. City Manager Stahle referenced the map and said the City has access on the yellow part – we own or have easement right to it. If we own it, abandoning the right-of-way usually goes to the abutting property owners. Closing the road suggests barricading it off, and in that case the property at the north end of the red area does not have access and we would have to provide some kind of access to that property owner. It went back and forth about how to close this road.

City Manager Stahle said he heard Mayor Pro-Tem Rentschler saying to put a barrier where the yellow and orange [red] meet and put a sign saying "End of Public Road". Commissioner Baldwin said the property owners just south of that would still have access via Indian Wells and the property owners north of that would still have access. Mayor Pro-Tem Rentschler said it would be cheaper that way.

Mr. Stirman responded that if you did close it there, we can still get to our houses and said he liked that idea. That land wasn't a road and we've been paying property taxes on it for 30 years. He could see not putting sewer and all that, and was for chip-seal. He said the contractor watered it two to three times a day when it was used as a detour, but now it is watered maybe once a month so dirt is terrible there. City Manager Stahle said he wasn't sure we knew this was private property when we were diverting traffic down it, and we won't be diverting traffic down someone's private property in the future.

Commissioner Hernandez suggested putting a package together showing what paving would cost each property owner.

Mayor Pro-Tem Rentschler recommended closing the road now and then put together an assessment district and present it to the property owners. Commissioner Hernandez said if they don't want it, it isn't worth spending staff time on it. The problem with an assessment district is that Mr. Renteria will be paying the brunt of the cost since he owns the most property.

Mayor Galea thought the staff should figure up what it would cost each property owner to chip-seal the road. City Manager Stahle said chip-sealing isn't normally done for an assessment district; it is the full package of curb/gutter/sidewalk, drainage systems, full paving. It looks like there would be drainage issues with this area and the sidewalk issues for the surrounding property owners. Mayor Pro-Tem Rentschler said the city puts a lot of drainage out into that area. He pointed out that the house where the yellow ends was the old Aubrey Dunn homestead. The people in this area have to follow our ordinances, but they don't have access to sewer and the water is 600' to 1,000' away from their houses. Commissioner Hernandez said they didn't pay to get sewer and water. Mayor Pro-Tem Rentschler reiterated that if we aren't going to do something right, then let's cut it off and be done. Commissioner Hernandez said to the property owners that he couldn't give them something he couldn't give to somebody else. He said if we close that road, let's do it right and put signs at Indian Wells noting the road dead ends.

Mr. Renteria said he was all for closing the road.

Commissioner Baldwin moved to approve closing the south end of the City property on Stanford Road and to put up appropriate signs at the north and south entrances of Stanford Road. Commissioner Hernandez seconded the motion. Motion carried with a vote of 5-0-1. Mayor Pro-Tem Rentschler abstained due to being semi-related to two people on this road.

20. Consider, and act upon, a request by Darryl Gallent for an abatement of a utility bill for 1391 Challenger in the name of Mariano Guilez. *(Stephen Thies, City Attorney)*

City Attorney Thies gave the background on this item. He said Mr. Gallent had sold the property to Mr. Guilez in 2011 with a real estate contract that is essentially an installment sale. Mr. Gallent reacquired the property in October of 2013. The prior occupant incurred a utility charge of $60.82, and because the property is now in Mr. Gallent's name, Mr. Gallent received a letter that requested payment. Mr. Gallent then asked this be put on the agenda requesting the prior owner pay the bill instead of him. The city attorney recommended they deny the request.

Mayor Galea asked if the city had tried to pursue the former occupant before 2015. The city attorney was not sure of the history and said the city is not required to turn a matter over to a collection agency.

Mayor Pro-Tem Rentschler said Mr. Gallent had taken back possession of the property in October (no date) of 2014, and then noted that on October 8th the water services had been terminated. If Mr. Gallent took it back and then the water services were terminated, wouldn't that make him responsible for the bill? He then asked if Mr. Gallent was present and it was noted that he was not. City Attorney Thies was not sure of the date in October.

Mayor Galea thought that Mr. Gallent was not the owner or occupant of the residence, and is now being asked to pay for a bill that belongs to Mr. Guilez. She felt the former property owner should be responsible for the bill and not Mr. Gallent. Mayor Pro-Tem Rentschler said that the documents in the agenda book show Mr. Gallent took ownership of the property in October and letter was sent to Mr. Guilez in November.

Mayor Pro-Tem Rentschler moved to deny, a request by Darryl Gallent for an abatement of a utility bill for 1391 Challenger in the name of Mariano Guilez. Commissioner Baldwin seconded the motion.

Mayor Galea noted Mr. Gallent had included a ruling from the NM Supreme Court.

Motion carried with a vote of 5-1-0. Mayor Galea voted nay.

21. Discussion, and possible action, on a request to authorize the City Manager to approve the utilization of the NM State Pricing Agreement for fuelcard purchases. *(Brian Cesar, Public Works Director)*

Public Works Director Cesar explained the memo (in the agenda book) he had provided to the city manager. There have been problems over the last few years with the fuel site at the City Yard, and the recent State Inspection noted a number of deficiencies that would need to be corrected if the fuel site would continue to be used. He went over the four alternatives in the memo: 1) $41,345.54 to restore service to the current fuel station, 2) $93,582.52 to upgrade the existing fuel site, 3) going to a card based system through Brewer Oil and abandoning the current fuel site, and 4) card based system under the State Contract. The last alternative showed the most savings to the City. We are currently paying $.15 above weekly Opis price for fuel, and if we went to Brewer Oil or a system like that, we would be paying about $.10 over Opis. If we utilized the State Fuel Card System we would pay only $.08 above the weekly Opis price. He said there is, dependent upon the amount of fuel purchased, an additional incentive for the amount of fuel purchased and how timely our payments are made. He recommended Alternative #4 and told the commission the current fuel system would be temporarily inactivated. He explained how they would do this.

Mayor Pro-Tem Rentschler asked about Alternative #1 and how long a new system would take to implement. He commented that when employees go to a gas station they also go in and buy a soda and snack and this takes 20 to 30 minutes. Commissioner Hernandez agreed with this concern and said he had received citizen complaints about our employees spending too much time at the gas/convenience store when they used a fuel card.

City Manager Stahle understood the concern and said we would need to develop policies for not spending a lot of time at these facilities. He also felt the City Staff should be able to get a soda while gassing up. He reiterated we would save money on each gallon with the State system, and he asked them to also think about city vehicles having to wait in line for gas at our fuel pumps. There would be many locations throughout the city for employees to use if we had State gas cards. Commissioner Hernandez understood that and did not disagree, but he felt the problem would be public perception.

Commissioner Baldwin asked Public Works Director Cesar that if we went to the State Fuel Card system, would the City have any emergency gas stored anywhere in case of a run on gas or the stations run out. Mr. Cesar said we would bring a diesel tank and an unleaded tank from Bonito Lake and install them above ground at the City Yard, and these would be under the threshold regulated by the State. These would be used when one of the large loaders or another large piece of equipment needed to be filled up, so we would have those if needed. There are also small above ground storage tanks at the Convenience Center, the Golf Course and the Landfill. Commissioner Baldwin wanted to make sure the city vehicles, especially emergency vehicles would be able to get gas when need be.

Mayor Pro-Tem Rentschler asked what the impact would be on Finance. Mayor Galea said there would be a profit with Alternative #4. City Manager Stahle said it would be the cost of actually issuing the cards and keeping track of it all. Mayor Pro-Tem Rentschler asked if the Finance Department would have to hire another employee and the city manager said they would have to do an analysis, but he did not think an extra employee would have to be hired. He noted we are already processing the Brewer Cards and it wouldn't be much different than we are currently doing.

Mayor Pro-Tem Rentschler asked about cost if the underground tanks were removed and Public Works Director Cesar pointed out this information was in the agenda packet. He noted the tanks would only be inactivated and would not be taken out of the ground. They could be reactivated in the future, if needed.

Commissioner Hernandez moved to approve a request to authorize the City Manager to approve the utilization of the NM State Pricing Agreement for fuel card purchases Alternative #4 – State Fuel Cards. Commissioner Turnbull seconded the motion. Motion carried with a vote of 6-0-0.

22. Appointments to Boards & Committees. *(Susie Galea, Mayor)*

Mayor Galea announced the Boards and Committees with current vacancies and noted there were not any nominations.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

1) City Manager Stahle reminded everyone of the Budget Sessions on May 4, 5, 6, 7, & 11, and hoped we would not need all those days. The time would be 3:30 p.m. each day and he expected they would be in the Commission Chambers.
2) The Employee Appreciation Event will be on May 8th at the Zoo, and he encouraged all commissioners to attend.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Baldwin commented on the following:
1) Commissioner Baldwin said we are just two to three months away from the monsoon season and wondered what work had been done for the standard flooding areas. City Manager Stahle told him the Staff had learned a lot, had started a system for sandbags for the fire departments, and would use our PIO to keep people informed. He said we will also be clearing out debris in the washes when we get some federal money.

Commissioner Hernandez commented on the following:
1) Commissioner Hernandez thanked the Commission and city staff who came to him when he lost his father.
2) He reported the Zipper machine had come in and completed a project. He relayed that the Public Works staff had gone above and beyond.

Mayor Pro-Tem Rentschler commented on the following:
1) Mayor Pro-Tem Rentschler asked about the status of the 27th Street Bridge. City Manager Stahle said he was worried it wouldn't be finished by monsoon season, by July 1st, because there had been some delays in getting some design work. He said he would talk to City Attorney Thies about the agreement with Michael Shyne and the timeframe. We should be going out for quotes on materials, and he reminded them that we would be ordering the supplies and the City Staff would be constructing it.

2) He had attended an organized community meeting along with Commissioner Turnbull, Code Enforcement Manager Nelson and Fire Chief Ward last week. It concerned a dilapidated structure that had been taken over by pigeons and it went very well.

3) Mr. Rentschler had a letter dated January 16, 2015, about what was happening on the Washington Street extension. He wanted to know if any progress had been made on this. City Manager Stahle told him that on the next agenda there would be an item addressing a land swap with Alamogordo Public Schools (APS) concerning that. It was for the piece immediately east of the old school and a piece we had north of it. That doesn't resolve the lot they own in the subdivision to the south, so we'll have to figure out how to get that lot. He said we are still on it.

Mayor Galea commented on the following:
1) Mayor Galea asked for media, staff and all citizens to respect the privacy of her family during the amicable termination of her marriage.

EXECUTIVE SESSION

23. Threatened & Pending Litigation (Palo Duro 3)

Mayor Pro-Tem Rentschler moved to recess into Executive Session to discuss threatened or pending litigation (Palo Duro 3) at 9:48 p.m. Commissioner Hernandez seconded the motion. Roll call vote was taken. Motion carried with a vote of 6-0-0.

RECONVENE INTO OPEN SESSION

Mayor Galea reconvened back into open session at 10:36 p.m.

ADJOURNMENT

Mayor Pro-Tem Rentschler moved to adjourn at 10:36 p.m. Commissioner Hernandez seconded the motion. Motion carried with a vote of 5-0-0. Commissioner Sikes was no longer available by telephone.

____
Mayor Susie Galea

ATTEST:

____
City Clerk Reneé L. Cantin

(Prepared by Nancy Jacobs, Deputy Clerk)
Approved at the Regular Meeting held on April 28, 2015.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 16, 2015 **Report No:** 3

Submitted By: Reneé Cantin
City Clerk

Approved For Agenda: ____________

Subject: Approve statement related to the Executive Session of April 14, 2015.

Recommendation: Approve the following statement and authorize it to be included in the minutes of April 28, 2015: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on April 14th, 2015 a Closed Executive Session was held during the Regular Meeting and the matters discussed in the closed meeting were limited only to Threatened or Pending Litigation (Palo Duro 3) as posted on the agenda."

Background: This action is required in accordance with the Open Meetings Act.

Reviewed By:

City Attorney ________ City Clerk RC ________ Community Development ________ Community Services ________
Finance ________ Housing Authority ________ Planning ________ Personnel ________ Public Safety ________
Public Works ________ Purchasing ________ Assistant City Manager ________

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 16, 2015 **Report No:** 4

Submitted By: Reneé Cantin
City Clerk

Approved For Agenda: ______

Subject: Approve Special Dispenser Permit Application and a Temporary Alcoholic Beverage Dispenser's License for Carino's for the Downtown Merchants Assoc. Cosplay Festival on May 30th, 2015 on New York Avenue.

Fiscal Impact:
Amount Budgeted:
Fund:

Recommendation: Approve the Special permit and temporary license.

Background: According to Ordinance No. 1303, Section 5-01-035(a) states: The governing body of the city has deemed it advisable to allow and license limited public sale of alcoholic beverages at retail and consumption on the sale premises of alcoholic beverages *approved by the city commission* in specific areas of the public parks of said city, and, during community-wide celebrations, on certain other public places. Such sale shall be by responsible persons duly licensed under the *Code of Ordinances*, and shall be allowed for limited periods of time, as hereinafter specifically provided.

Carino's Italian holds a current liquor license with the City and is asking for approval for this temporary license for the DMA Cosplay Festival on May 30th, 2015 on New York Ave.

The fee of $50.00 per temporary location has been paid for this license. The attached application has been sent for investigation to the City Planner, Police Chief, and Fire Chief.

Reviewed By:

City Attorney ________ City Clerk RC ________ Assistant City Manager _______ Community Services________
Finance_______ Housing Authority_________ Planning _________ Police Chief ________ Fire Chief ________
Public Works _________ Purchasing ________ City Engineer _________ Human Resources ________

ALCOHOL & GAMING DIVISION
SPECIAL DISPENSER PERMIT APPLICATION (60-6A-12)

Fee Per day: ___ **$50.00 Public Celebration**

___ **$25.00 Private Event (Catered)** (all fees are non refundable)

A copy of all approved permits will be sent to the Special Investigations Division of the Department of Public Safety. They will notify you directly if they need additional information.

LICENSE HOLDER INFORMATION

Business Name (DBA) Carinos Italian Owner Name SWXC Alamo LLC Liquor License # 28048

Local Option District ______

Street Address 260 Panorama Blvd. Mailing Address 760 Rinconada El Paso TX 79922

City, State & Zip Alamogordo NM 88310 Telephone # 575-434-2615 Fax # 575-434-2617

EVENT INFORMATION

Description of Event DMA Cosplay Festival Date(s) of Event 5/30/15 Begin Time 1 PM End Time 10 PM

Physical Address of Event 800 + 900 Block of New York Ave. Alamogordo NM 88310 Number of Persons expected 1500

Description of Security Alamo Security Number of Security personnel to be at this function 4

Security Contact Name Veronica Stange Telephone # 575-437-8045

SPONSOR INFORMATION

Sponsor of Event Alamogordo Downtown Merchant Assoc Contact Name Jana Carstaedt Telephone # 575-442-6863

BUILDING/PROPERTY OWNER APPROVAL

Name (print) ______ Signature ______ Telephone # ______ Date ______

LICENSE HOLDER & SERVER CERTIFICATION: I, David Rockey (Licensee) hereby certify that this event is within the same local option district as the dispenser's license, that event is not within 300 Ft. of a church or school unless alcoholic beverages were sold there prior to July 1, 1981 or a waiver is obtained from the local governing body. I further certify that all persons providing the service of alcoholic beverages are server certified and that they are my employees and that ALL the information in this application is true and correct.

NOTE: List of servers including name, server permit # and server expiration date must be attached to permit application.

Licensee agrees that if any statements or representations herein are found to be false, the director may refuse to issue additional permits.

Licensee Name (print) David Rockey Signature [signature] Date 4/16/15

All profits derived from the sale of liquor will go only to the licensee. Only the owner or authorized person under this license may sign the permit.

NOTARY INFORMATION

Subscribed and Sworn before me this ______ day of ______, 20 ___ Notary Public ______ Exp. ______

LOCAL GOVERNING BODY APPROVAL

Print Name ______ Title ______ Date ______ Signature ______ Phone ______ Fax ______

ALCOHOL & GAMING DIVISION USE ONLY

Approved by: ______ Date ______ Permit Number ______

Attachments: 1) Floor plan – (Pictures) 2) Fees (listed on top of page) 3) Server information list

RECEIPT NO.__________
DATE PAID:__________

City of Alamogordo

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

APPLICATION FOR TEMPORARY ALCOHOLIC BEVERAGE DISPENSER'S LICENSE

FEE: $50.00 PER TEMPORARY LOCATION

LIQUOR LICENSE HOLDER INFORMATION:

NAME OF LICENSEE: SWXC Alamo LLC

BUSINESS NAME: Carino's Italian

BUSINESS ADDRESS: 260 Panorama Blvd Alamogordo NM 88310 TELEPHONE NO.: 575-434-2615

STATE LIQUOR LICENSE NO.: 28048 CITY BUSINESS LICENSE NO.: ________

SOCIAL SECURITY NO.: On file DATE OF BIRTH: On file

EVENT INFORMATION:

NAME OF EVENT UTILIZING TEMPORARY LICENSE: DMA Cosplay Festival

SPONSOR(S) OF EVENT: Downtown Merchants Association

PHYSICAL LOCATION OF EVENT: 800 & 900 block of New York Ave.

AREA WHERE ALCOHOLIC BEVERAGES WILL BE DISPENSED; IF AVAILABLE, ATTACH MAP (SPECIFY AREA TO BE USED FOR THE PURPOSES OF THIS LICENSE. DESIGNATE SPECIFICALLY THE AREA IN A CITY PARK, OR ALTERNATIVELY, OTHER PUBLIC GROUNDS IN THE CITY): Parking Lot of Bargain Quest 820 New York Ave

DATE(S) OF EVENT: May 30 2015

TIME TEMPORARY LICENSE WILL BE OPERATIONAL: 1pm A.M./P.M. THROUGH 10pm A.M./P.M.

I hereby certify that I have read and understand the following statements and will comply will all applicable laws and Ordinances:

-No alcoholic beverages may be sold at retail or consumed in any City park of the City, or on any other public grounds of said City, whether in the central business district or otherwise, except that a Temporary Alcoholic Beverage Dispenser's Licensee may use the area designated on the License for purposes of retail sale, and consumption by adult consumers of alcoholic beverages on the premises of the designated area.

-Any sale and consumption of alcoholic beverages shall be limited to the designated area.

DATE:____________________ LIQUOR LICENSEE'S SIGNATURE: [signature]

ALL TEMPORARY LICENSES SHALL NOT EXCEED THREE DAYS. NO PERSON SHALL BE ISSUED MORE THAN THREE TEMPORARY ALCOHOLIC BEVERAGE DISPENSER'S LICENSES DURING ANY CALENDAR MONTH. THESE LICENSES ARE NON-TRANSFERABLE.

****

FOR CITY CLERK'S USE ONLY

DATE TEMPORARY LICENSE APPROVED BY THE CITY COMMISSION:

____

***ALCOHOLIC BEVERAGES APPROVED BY THE CITY COMMISSION: [ ] Beer [ ] Wine [ ] Distilled Spirits [ ] Other*___________________

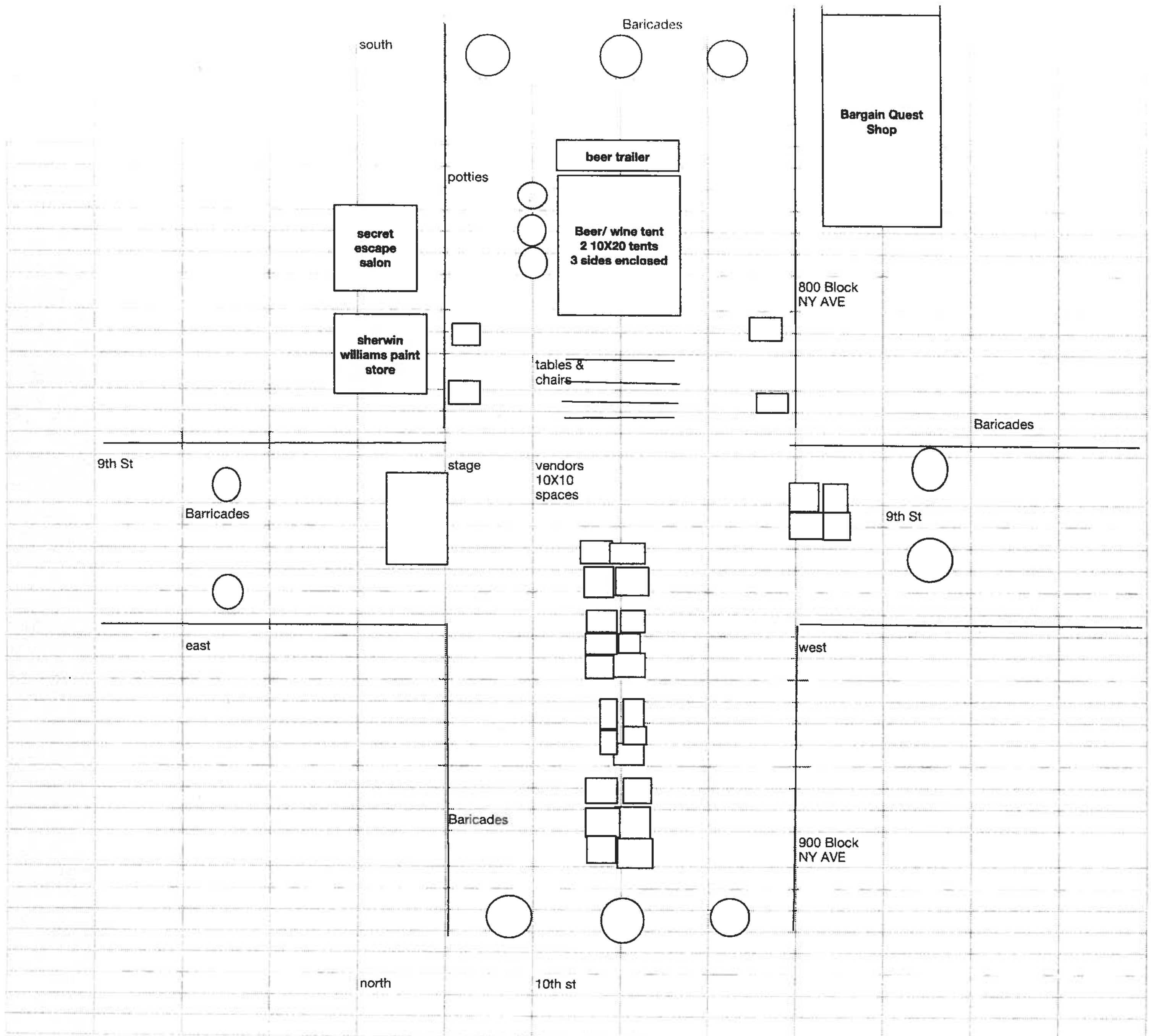
TEMPORARY LICENSE NO.___________DATE FEE PAID: _____________________

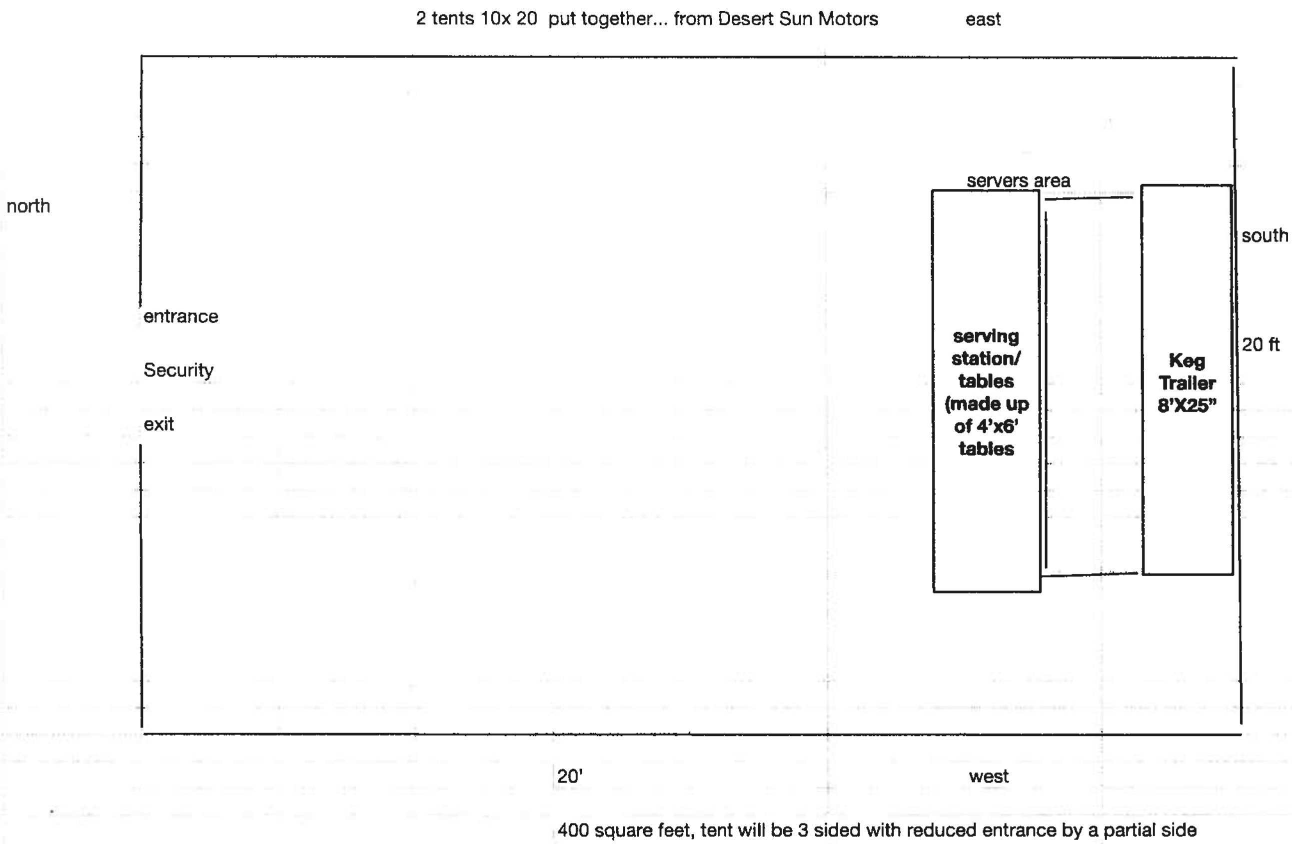
CALENDAR MONTH: ___________[ ] FIRST [ ] SECOND [ ] THIRD

***DATE SPECIAL DISPENSER'S PERMIT or PUBLIC CELEBRATION PERMT APPROVAL VERIFIED WITH ALCOHOL & GAMING:*___________________

****

[01/2008]


south
Baricades
Bargain Quest Shop
beer trailer
potties
secret escape salon
Beer/ wine tent 2 10X20 tents 3 sides enclosed
800 Block NY AVE
sherwin williams paint store
tables & chairs
Baricades
9th St
stage
vendors 10X10 spaces
Barricades
9th St
east
west
Baricades
900 Block NY AVE
north
10th st


2 tents 10x 20 put together... from Desert Sun Motors
east
north
servers area
south
entrance
Security
exit
serving station/ tables (made up of 4'x6' tables
Keg Trailer 8'X25"
20 ft
20'
west
400 square feet, tent will be 3 sided with reduced entrance by a partial side

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 20, 2015 **Report No:** 5

Submitted By: LeeAnn Nichols
Finance Director

Approved For Agenda: ____________

Subject: Resolution 2015-20 amending the Preliminary FY2014-2015 Budget, with a total appropriation budget of $which includes $for the General Fund.

Fiscal Impact:

	Beginning Cash Balances $0
Amount Budgeted:	Revenues $0Increase
Fund:	Expenditures $Increase
	Transfers In/Out $0
	Net Impact $0 Increase

Recommendation: Approve the resolution. **[Roll call vote required]**

Background: The City Commission adopted the Fiscal Year budget on May 13, 2014. The Department of Finance & Administration granted written approval of the City of Alamogordo's Fiscal Year 2014-2015 Final Budget on August 20, 2014. Resolution 2015-20 amends the Budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of revisions are attached for your review.

Reviewed By:

City Attorney ________City Clerk ________Community Development_______Community Services________
Finance_______Housing Authority_________Planning _________Personnel ________Public Safety ________
Public Works _________Purchasing ________Assistant City Manager _________

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 15, 2015 **Report No:** 6

Submitted By: Stephen P. Thies **Approved For Agenda:** SS

Subject: Consider and act upon a Land Trade Agreement between the City and the Alamogordo Public School District

Fiscal Impact: NA
Amount Budgeted: NA
Fund: NA

Recommendation: Approve the agreement

Background: As the Commission may recall, the City, assisted by a financial contribution from the Alamogordo Public Schools, extended Washington Avenue south of 1st Street to the school district's Mountain View and Desert Star facilities. The City owns a 1.137 acre parcel in the vicinity of these facilities which prior to the construction of the Desert Star elementary school was being used by the school district for parking for its soccer fields. A portion of the tract is now being used for parking for the elementary school. The southern portion of the newly constructed South Washington Avenue was built on property owned by the school district. Approximately 1.681 acres of school owned property was used in the construction of South Washington Avenue. As part of the cooperative effort between the city and the school district to construct the street, the parties agreed to exchange their respective properties. Now that the street project has been completed, the parties seek to finalize that exchange. To accomplish that objective, attached is a Land Trade Agreement between the City and the School. Please note that the properties are almost equal in value with the School agreeing to pay $2,000 towards the appraisal costs incurred by the city to equalize the exchange.

The agreement has already been approved by the School Board. Commission approval of the agreement is recommended.

Reviewed By:

City Attorney ________ City Clerk RC ________ Community Development ________ Community Services ________
Finance ________ Housing Authority ________ Planning ________ Personnel ________ Public Safety ________
Public Works ________ Purchasing ________ Assistant City Manager ________

LAND TRADE AGREEMENT
CITY OF ALAMOGORDO AND THE ALAMOGORDO PUBLIC SCHOOL DISTRICT

This Land Trade Agreement (the "Agreement") is made and entered into by and between the City of Alamogordo, a Municipal Corporation (the "City") and the Alamogordo Public School District (the "District") (collectively, "the Parties"). The Effective Date of this Agreement is the date specified below in Paragraph 13.

Whereas, the City and the District each owns real property located in Alamogordo, Otero County, New Mexico;

Whereas, the City owns a 1.375 acre, more or less, tract of land in Section 29, T16S, R10E, NMPM, Alamogordo, Otero County, New Mexico as more fully described in **Exhibits A-1 and A-2** hereto (the "City-owned Land"), which is found to be well-suited for the District's planned use;

Whereas, the District owns a 1.006 acre tract of land and a 0.675 tract of land, in Lot 2 and Lot 4 in the Grady Subdivision, Alamogordo, Otero County, New Mexico as more fully described in **Exhibits A-1 and A-2** hereto (collectively, the "District-owned Land"), which together comprise 1.681 acres, and which are found to be no longer needed for school or related purposes and are found by the City to be well-suited for the City's anticipated use;

Whereas, the Parties entered into negotiations for and desire to exchange the above-described tracts of land on an "as is" basis;

Whereas, there is a written determination that each Party is receiving fair and proper value for property that it is deeding to the other;

Whereas Section 22-5-4 NMSA 1978 confers upon the District's Board of Education the right to acquire and dispose of real property;

Whereas, Sections 13-6-2(A) and (B)(2) NMSA 1978 provide, in pertinent part, that a local public body or a school district may dispose of real property "by negotiated sale or donation to other state agencies, local public bodies, school districts or state educational institutions;"

Whereas, Section 13-6-2.1(A) NMSA 1978 provides, in pertinent part, that real property belonging to a local public body or school district or any trade of such real property for a consideration of more than twenty-five thousand dollars ($25,000) shall not be valid unless it is approved prior to its effective date by the State Board of Finance; and,

Whereas, 1.5.23.3(A) NMAC requires that trades of real property belonging to a school district or local public body have State Board of Finance approval prior to the effective date of such trade.

NOW, THEREFORE, IT IS AGREED by the Parties that:

1. Upon approval by the New Mexico State Board of Finance, the Parties will exchange the above-described tracts of land.

2. The value of the City-owned Land is Thirty-Two Thousand Dollars ($32,000.00) for approximately 1.375 acres as determined by Mesilla Valley Appraisal Services in its report dated November 18, 2014.

3. The value of the District-owned Land is Thirty Thousand Dollars ($30,000.00) for approximately 1.681 acres as determined by Mesilla Valley Appraisal Services in its report dated November 18, 2014.

4. To equalize the values in the exchange, the District shall pay the amount of Two Thousand Dollars ($2,000.00) in appraisal costs for the City-owned Land.

5. The City Mayor is authorized to sign deeds conveying to the District the City-owned Land and the Superintendent of the District is authorized to sign deeds conveying to the City the District-owned Land.

6. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Each Party shall record its deeds of conveyance within thirty (30) working days after the date of approval granted by the New Mexico State Board of Finance.

8. This Agreement is to be governed and interpreted by the laws of the State of New Mexico.

9. Nothing in this Agreement waives or alters any immunities or protections provided to the District or the City, and their respective employees, agents, board members, council members or officers, under New Mexico or federal law.

10. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of New Mexico, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, which shall remain in full force and effect.

11. This Agreement contains the entire understanding of the Parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms shall be valid unless in writing and signed by both Parties.

12. This Agreement shall not be valid unless it is approved prior to its Effective Date by the New Mexico State Board of Finance.

13. The Effective Date of this Agreement shall be the date upon which approval has been granted by the New Mexico State Board of Finance.

CITY OF ALAMOGORDO

____

Honorable Susie Galea
Mayor, City of Alamogordo

Attest:

____

City Clerk

ALAMOGORDO PUBLIC SCHOOL DISTRICT

Stephen C. Jaszai, President
Board of Education
Alamogordo Public Schools

Attest:

David Burunda, Secretary
Board of Education
Alamogordo Public School District

Attachment: **Exhibits A-1 and A-2**

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 13, 2015 **Report No:** 7

Submitted By: Mark Graham, MIS Manager **Approved For Agenda:** ______

Subject: Consider, and act upon, award of IFB No. 2015-02 to JPK Micro Supply related to the Computer Replacement Program, in an amount $31,488.00,excludes tax.

Fiscal Impact: $31,488.00

Amount Available: $49,295.00

Fund: 012-3402-419-6022 MIS071

Recommendation: Approve the award.

Background: This program involves the replacement of Desk Top Computers, Mid-Range Printers and High End Printer.

The project was advertised on March 8th, 2015. Notification was sent to 18 potential vendors. Bids were opened on March 24th, 2015 at 3:00 p.m. The City received with five (5) responsive bids: JPK Micro Supply, Riverside Technologies, Inc., JW Affinity IT, Ardham Technologies and Insight Public Sector.

Please refer to the attached bid tabulation.

Reviewed By:

City Attorney ______ City Clerk RC Community Development ______ Community Services ______
Finance JW ______ Housing Authority ______ Planning ______ Personnel ______ Public Safety ______
Public Works ______ Purchasing BP ______ Assistant City Manager ______ Utilities ______

BID TABULATION
Computer Replacement Program
CITY OF ALAMOGORDO IFB BID NO. 2015-02
March 24th 2015 3:00 PM
Purchasing Department Conference Room

ITEM NO.	Estimated QUANITY	DESCRIPTION	JPK Micro Supply	Riverside Technologies, Inc.	JW Affinity IT	Ardham Technologies	Insight Public Sector
			Total Price	Total Price	Total Price	Total Price	Total Price
1	50	Desktop Tower PC's	$28,750.00	$31,478.00	$34,281.00	$36,998.50	$43,647.50
2	5	HP P2035	$1,275.00	$1,125.00	$1,191.60	$1,279.90	$1,099.50
3	1	HP Laserjet Color M551DN or Equivalent	$1,145.00	$927.00	$869.98	$563.98	$541.15
4	1	Replacement Cartridges For HP Laserjet - Black	$127.00	$193.99	$183.60	$71.24	$123.00
	1	Replacement Cartridges For HP Laserjet - Color (Cyan, Yellow or Magenta	$191.00	$217.27	$183.60	$142.49	$183.22
Total			$31,488.00	$33,941.26	$36,709.78	$39,056.11	$45,594.37

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 15, 2015 **Report No:** 8

Submitted By: Matt McNeile, Assistant City Manager **Approved For Agenda:**

Subject: Consider, and act upon, award of IFB No. 2015-06 to multiple vendors, in amount not to exceed $113,818.01, related to Miscellaneous Foods, Dairy Products & Items for the Alamogordo Senior Center Nutrition Program

Fiscal Impact: *$113,818.01

Amount Available: $31,744.63

Fund:			
	071-8023-445.32-60	$12,863.78	FY-15
	071-8024-445-32-60	$18,880.85	FY-15

Recommendation: Award to Prices Creameries, Seven (7) items for an estimated total of $12,725.84. Award to Shamrock, Seventy Seven (77) items for an estimate total of $35,021.98. Award to Labatt Foods, Seventy One (71) items for an estimate total of $22,372.53. Award Sysco, Sixty Two (62) items for an estimate total of $33,904.32. Award Ben E. Keith, Nineteen (19) items for an estimate total of $9,793.34.

(*Bid amount estimated total of $113,818.01 is based on bid quantities).

Background: IFB No. 2015-06 was advertised on February 22, 2015 and opened on March 24, 2015. The IFB was sent out to nine (8) prospective bidders with five (5) 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 April 29, 2015 through October 29, 2015.

* Fiscal impact will be no more than budget. Total estimated bid of $113,818.01 is based on <u>maximum</u> bid quantities. Orders are placed as items are needed, and will not exceed amount budgeted. This bid overlaps fiscal years.

Reviewed By:

City Attorney ______ City Clerk RC ______ Community Development ______ Community Services ______
Finance ______ Housing Authority ______ Planning ______ Personnel ______ Public Safety ______
Public Works ______ Purchasing BP ______ Assistant City Manager ______

					Labatt		Sysco		Shamrock		Prices		Ben E. Keith	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	20	cs	6 - #10/per cs	Apples-sliced-solid pk-in water	32.57	651.40	48.16	963.16	38.28	765.60			43.47	869.40
2	20	cs	6 - #10/per cs	Applesauce, unsweetened	27.78	555.60	33.87	677.47	27.35	547.00			32.38	647.60
3	72	cs	6 - #10/per cs	Apricot-Halves-in light syrup	46.25	3330.00	39.43	2839.07	43.72	3147.84			44.25	3186.00
4	45	cs	6 - #5/per cs	honey	69.49	3127.05	89.47	4026.32	87.05	3917.25			102.53	4613.85
5	6	cs	6 - #10/per cs	Cranberry Sauce - whole	40.84	245.04	49.82	298.93	50.10	300.60			45.60	273.60
6	6	cs	10 #/per cs	Coconut-shredded	21.82	130.92	21.01	126.06	23.42	140.52			30.80	184.80
7	30	cs	6 - #10/per cs	Mixed Fruit - in light syrup	34.58	1037.40	39.73	1191.79	31.75	952.50			40.88	1226.40
8	10	cs	6 - #10/per cs	Oranges-Mandarin-in water	29.87	298.70	29.14	291.37	25.14	251.40			34.43	344.30
9	72	cs	6 - #10/per cs	Peaches-diced-in light syrup	37.48	2698.56	28.92	2081.94	30.62	2204.64			40.07	2885.04
10	72	cs	6 - #10/per cs	Pears-diced-in light syrup	47.45	3416.40	26.22	1887.92	40.51	2916.72			45.49	3275.28
11	20	cs	1 gal btl	tabasco hot sauce	5.98	119.60	NB	NB	144.21	2884.20			12.74	254.80
12	24	cs	6 - #10/per cs	Pineapple-tidbits-light syrup	33.03	792.72	28.61	686.65	26.34	632.16			39.30	943.20
13	9	cs	6 - #10/per cs	Plums-Purple-heavy syrup	34.55	310.95	35.87	322.86	37.95	341.55			41.53	373.77
14	4	cs	24 - 1 #/per cs	Raisins-seedless	47.12	188.48	41.30	165.18	49.55	198.20			42.99	171.96
15	72	cs	6 - #10/per cs	Tropical-Fruit-in light syrup	34.23	2464.56	40.03	2882.27	44.24	3185.28			41.99	3023.28
16	5	cs	2 - 32 oz/per c	Juice - Lemon	29.21	146.05	27.82	139.11	35.40	177.00			24.80	124.00
17	5	cs	2 - 46 oz/per c	Juice - Pineapple	26.01	130.05	22.87	114.37	27.71	138.55			28.49	142.45
18	6	cs	6 - #10/per cs	Pie - Filling - Apple	45.36	272.16	52.88	317.31	37.32	223.92			46.95	281.70
19	20	cs	2-gal/per cs	blu cheese dressing	13.74	274.80	60.83	2433.26	29.94	598.80			35.69	713.80
20	6	cs	6 - #10/per cs	Pie - Filling - Peach	61.51	369.06	63.78	382.67	51.99	311.94			66.16	396.96
21	20	cs	2-gal/per cs	honey mustard	11.86	237.20	52.47	2098.95	18.95	379.00			26.99	539.80
22	750	#	50#/per bag	Beans - Pinto-Dry-Triple Cleaned	31.86	477.90	27.78	20832.21	27.78	416.70			35.85	26887.50
23	15	cs	2/gal/per cs	A-1 sauce	73.47	1102.05	74.02	1110.32	76.82	1152.30			81.10	1216.50
24	6	cs	6 - #10/per cs	Beans - Ranch - Style - in sauce	24.27	145.62	29.34	176.02	31.86	191.16			31.67	190.02

					Labatt		Sysco		Shamrock		Prices		Ben E. Keith	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
25	20	cs	250/cs	2 gallon zip lock bag	12.80	256.00	42.16	843.23	19.60	392.00			23.18	463.60
26	15	cs	6 - #10/per cs	Beets-Sliced-in juice	30.25	453.75	26.73	400.89	26.56	398.40			30.93	463.95
27	30	btl	30oz	maple cinnamon	NB	NB	NB	NB	8.70	261.00			NB	NB
28	15	bg	25#	butter beans	NB	NB	NB	NB	29.86	447.90			NB	NB
29	15	cs	6 - #10/per cs	Peas - Blackeyed, **no snaps**	26.67	400.05	26.28	394.26	30.61	459.15			28.15	422.25
30	5	cs	6 - #10/per cs	Peppers - Jalapeno - **Sliced**	25.99	129.95	27.24	136.21	22.57	112.85			19.77	98.85
31	6	cs	6 - #10/per cs	Potato-Instant Granules-**Complete**	45.19	271.14	43.85	263.12	45.23	271.38			46.20	277.20
32	27	cs	6 - #10/per cs	Potato - Sweet - cut - **in syrup**	27.28	736.56	31.31	845.44	47.18	1273.86			32.66	881.82
33	50	cs	4/1gal/per cs	grease cutter plus	18.67	933.50	42.56	2128.06	125.04	6252.00			29.74	1487.00
34	5	cs	6 - #10/per cs	Tomato - Ketchup	21.43	107.15	21.91	109.53	23.02	115.10			22.53	112.65
35	4	cs	6 - #10/per cs	Tomato - Pizza - Sauce	23.06	92.24	26.43	105.73	26.20	104.80			24.78	99.12
36	4	cs	6 - #10/per cs	Tomato - Spaghetti - Sauce	25.84	103.36	23.23	92.93	35.59	142.36			26.64	106.56
37	15	cs	#	corn beef	103.92	1558.80	114.57	1718.50	4.82	2024.40			4.93	73.95
38	15	cs	6 - #10/per cs	Tomato - Stewed	22.54	338.10	28.03	420.47	24.86	372.90			30.44	456.60
39	10	cs	48 - 6 oz/per c	Juice - Tomato - **low-sodium**	18.51	185.10	NB	NB	20.12	201.20			18.92	189.20
40	10	cs	48 - 6 oz/per c	Juice - V8 - **low-sodium**	24.47	244.70	22.82	228.21	23.94	239.40			NB	NB
41	70	cs	144 per/cs	eggs boiled	29.77	2083.90	28.42	1989.67	29.71	2079.70			29.72	2080.40
42	5	cs	6 - 5#/boxes	Cake-Spice	63.63	318.15	59.39	296.95	65.94	329.70			NB	NB
43	10	cs	0-loaves/per c	whole wheat sliced bread	19.93	199.30	28.84	288.42	26.14	261.40			12.99	129.90
44	5	cs	6 - 5#/boxes	Cake-Yellow	25.88	129.40	23.10	115.47	64.66	323.30			42.44	212.20
45	6	cs	- 24 oz./per c	Gravy - Beef - **low-sodium**	14.45	86.70	30.22	181.33	27.86	167.16			21.99	131.94
46	6	cs	- 24 oz./per c	Gravy - Chicken - **low-sodium**	14.48	86.88	35.43	212.59	24.15	144.90			NB	NB
47	6	cs	- 24 oz./per c	Gravy - Turkey - **low-sodium**	16.85	101.10	36.51	219.03	23.98	143.88			22.67	136.02
48	6	cs	- 24 oz./per c	Gravy - White - **low-sodium**	12.50	75.00	18.26	109.58	18.94	113.64			15.50	93.00
49	5	cs	6 - 5#/boxes	Mix-Biscuit	28.88	144.40	26.95	134.74	31.78	158.90			25.48	127.40

					Labatt		Sysco		Shamrock		Prices		Ben E. Keith	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
50	5	cs	6 - 5#/boxes	Mix Potato - Augratin	33.37	166.85	47.19	235.95	47.85	239.25			50.72	253.60
51	5	cs	6 - 5#/boxes	Mix-Stuffing-Uncle-Ben's or equal-large-bag	45.87	229.35	64.48	322.42	39.91	199.55			70.02	350.10
52	5	sk	50 # sack	Flour-Whole-Wheat	21.32	106.60	12.39	61.95	20.13	100.65			19.10	95.50
53	25	sk	50 # sack	Flour-White-All-Purpose	17.58	439.50	12.12	302.89	11.57	289.25			12.38	309.50
54	10	sk	25 # sack	Cornmeal-Yellow	12.14	121.40	9.16	91.58	9.96	99.60			9.66	96.60
55	6	36oz	25 # sack	Rice-Long-Grain-Wild	49.97	299.82	33.79	202.74	34.45	34.45			49.11	294.66
56	10	sk	25# sack	Rice-Parboiled	13.50	135.00	10.31	103.05	11.99	119.90			10.70	107.00
57	2	cont	5 #/cont	Baking - Powder	9.93	19.86	49.37	98.74	7.32	14.64			65.58	137.16
58	5	cs	24 - 1#/box	Cornstarch	20.75	103.75	16.47	82.37	19.35	96.75			17.91	89.55
59	3	cs	20 - 1#/box	Yeast	51.97	155.91	47.37	142.11	53.36	160.08			24.67	74.01
60	10	cs	500 - 2 ct/ case	Crackers - Saltines	16.07	160.70	13.16	131.58	13.52	135.20			15.00	150.00
61	10	cs	6 - 1 #/ case	Base - Beef - **low-sodium**	49.43	494.30	45.25	452.53	35.62	356.20			43.92	439.20
62	10	cs	6 - 1 #/ case	Base - Chicken - **Low-sodium**	45.66	456.60	45.28	452.84	35.49	254.90			46.16	461.60
63	10	cs	6 - 1 #/ case	Base - Turkey - **Low-sodium**	NB	NB	NB	NB	46.61	466.10			48.91	489.10
64	10	cs	12 - 50 oz/case	Soup-Cream-of-Chicken	36.07	360.70	42.19	421.89	39.86	398.60			47.64	476.40
65	10	cs	12 - 50 oz/case	Soup-Cream-of-Mushroom	35.87	358.70	41.81	418.11	39.47	394.70			47.23	472.30
66	5	cs	12 - 50 oz/case	Soup-Cream-of-Tomato	27.55	137.75	31.71	158.53	29.10	145.50			36.32	181.60
67	5	cs	24-20 oz/case	Coffee Creamer - canister	33.49	167.45	43.17	215.84	35.33	176.65			37.74	188.70
68	5	cs	200 ct/case	PC - Ranch - Dressing	7.80	39.00	5.45	27.26	19.22	96.10			19.28	96.40
69	5	cs	200 ct/case	PC - French - Dressing	7.30	36.50	16.30	81.47	13.57	67.85			18.38	91.90
70	5	cs	200 ct/case	PC - Italian - Dressing	6.42	32.10	17.11	85.53	28.64	143.20			18.15	90.75
71	5	cs	200 ct/case	PC - Thousand - Island - Dressing	8.04	40.20	28.84	144.21	11.18	55.90			16.52	82.60
72	40	cnt	26oz	**ancho seasoning**	12.04	481.60	NB	NB	14.82	592.80			16.51	660.40
73	5	cs	200 ct/case	PC - Assorted - Jellies	8.03	40.15	5.49	27.47	12.27	61.35			12.31	61.55
74	5	cs	2/1250/ case	PC - Sweet-n-Low-Packets	13.56	67.80	14.98	74.89	14.57	72.85			14.39	71.95
75	15	cs	600 ct/case	PC - Promise-Margarine-or-equal	24.43	366.45	23.44	351.52	20.41	306.15			16.36	245.40
76	5	cs	100 ct/case	PC - Peanut Butter - Packets	19.69	98.45	21.21	106.05	40.34	201.70			24.10	120.50
77	5	cs	100 ct/case	PC - Cheddar Cheese - Packets	46.62	233.10	43.16	215.82	NB	NB			NB	NB
78	20	cs	30 - 1 #/case	Margarine - Solids	18.56	371.20	17.20	344.00	19.65	393.00			16.38	327.60
79	4	cs	3/1gallon	Liquid Butter	31.03	124.12	30.17	120.67	32.88	131.52			30.42	121.68
80	6	cs	35#/case	PV - Liquid -Shortening	22.30	133.80	20.80	124.80	23.30	139.80			20.97	125.82
81	20	cs	6ct/case	Vegelene -Pan Spray - Can	22.86	457.20	20.42	408.42	22.59	451.80			17.40	348.00
82	5	cs	24-20 oz/case	Sugar - Granulated - cannister	39.11	195.55	NB	NB	36.69	183.45			44.13	220.65
83	10	sk	50 #/sack	Sugar - Granulated	28.15	281.50	23.16	231.58	26.24	262.40			27.39	273.90
84	5	cs	12 - 2 #/case	Sugar - Brown	28.73	143.65	23.78	118.89	25.80	129.00			26.75	133.75
85	5	cs	4 - 1 gal/case	LowFat-Coleslaw-Dressing	35.30	176.50	37.33	186.63	28.49	142.45			34.07	170.35
86	5	cs	4 - 1 gal/case	**FatFree** - Italian - Salad - Dressing	25.72	128.60	6.89	34.47	26.87	134.35			27.58	137.90

					Labatt		Sysco		Shamrock		Prices		Ben E. Keith	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
87	5	cs	4 - 1 gal/case	LowFat - French - Salad - Dressing	30.99	154.95	27.07	135.37	28.70	143.50			30.24	151.20
88	5	cs	4 - 1 gal/case	LowFat - Raspberry - Vinegarette	36.97	184.85	22.79	113.95	23.33	116.65			40.67	203.35
89	5	cs	4 - 1 gal/case	LowFat - Thousand - Island	35.60	178.00	37.20	186.00	31.04	155.20			39.91	199.55
90	5	cs	4 - 1 gal/case	LowFat - Mayonaise	27.72	138.60	NB	NB	24.15	120.75			24.63	123.15
91	5	cs	18 - 3.2 oz/cas	Ranch - Dressing - Mix	17.27	86.35	25.43	127.16	20.80	104.00			146.47	732.35
92	2	cs	6 - #10/case	Mustard - Yellow - Prepared	14.26	28.52	10.74	21.47	12.95	25.90			11.88	23.76
93	2	cs	4 - 1 gal/case	Vinegar - Distilled - White	3.43	6.86	16.81	33.62	6.62	13.24			7.49	14.98
94	2	cs	4 - 1 gal/case	Relish - Pickle	23.10	46.20	25.05	50.11	25.48	50.96			26.98	53.96
95	2	cs	4 - 1 gal/case	Relish - Sweet	28.51	57.02	28.26	56.53	27.78	55.56			28.22	56.44
96	5	cs	6 - #10/case	Pudding - Chocolate - RTE	32.45	162.25	29.95	149.74	30.40	152.00			35.81	179.05
97	5	cs	6 - #10/case	Pudding - Lemon - RTE	32.33	161.65	30.03	150.16	34.32	171.60			NB	NB
98	5	cs	12 - 24 oz/case	Gelatin - Citrus	27.68	138.40	28.79	143.95	27.43	137.15			31.22	156.10
99	5	cs	12 - 24 oz/case	Gelatin - Reds	27.68	138.40	28.77	143.84	27.43	137.15			31.22	156.10
100	10	cs	20 #/case	Pasta - Egg-Noodles - medium	12.75	127.50	13.22	132.21	11.92	119.20			15.66	156.60
101	10	cs	20 #/case	Pasta - Elbow-Macaroni	17.55	175.50	10.33	103.26	15.07	150.70			22.73	227.30
102	10	cs	20 #/case	Pasta - Lasagna-Noodles	14.06	140.60	16.77	167.68	13.86	138.60			18.17	181.70
103	10	cs	20 #/case	Pasta - Spaghetti	19.30	193.00	11.47	114.74	15.46	154.60			19.89	198.90
104	10	cs	20 #/case	Pasta - Tri-Colored - Noodle	19.30	193.00	15.05	150.53	18.84	188.40			29.80	298.00
105	10	cs	10 - dozen/case	Tortilla - Yellow - Corn - 6"	21.51	215.10	23.45	234.53	12.93	129.30			24.03	240.30
106	5	cs	12 - dozen/case	Tortilla - Whole - Wheat - 6"	25.08	125.40	11.30	56.47	27.13	135.65			13.39	66.95
107	5	cs	96 ct/case	Cereal - Cherrios-Honey-Wheat	38.37	191.85	34.16	170.79	26.06	130.30			35.51	177.55
108	5	cs	96 ct/case	Cereal - Frosted-Flakes	27.26	136.30	34.36	171.79	22.94	114.70			27.30	136.50
109	5	cs	96 ct/case	Cereal - Golden-Grahams	38.20	191.00	34.16	170.79	26.06	130.30			27.30	136.50
110	5	cs	48 ct/case	Cereal - Instant-Oatmeal - Packets	11.05	55.25	9.26	46.32	9.70	48.50			17.40	87.00
111	2	cs	24 #/case	Cereal - Oatmeal - Quick - Cook	30.68	61.36	28.38	56.76	36.10	72.20			26.43	52.86
112	25	cont	10#	whole peeled garlic cloves	15.73	393.25	NB	NB	51.82	1295.50			46.99	1174.75
113	1	cont	16 oz ea.	Spice - Extract - Almond	5.04	5.04	13.82	13.82	6.61	6.61			4.85	4.85
114	1	cont	16 oz ea.	Spice - Extract - Lemon	5.57	5.57	118.85	118.85	20.38	20.38			NB	NB
115	1	cont	16 oz ea.	Spice - Extract - Vanilla	4.02	4.02	169.83	169.83	5.00	5.00			2.97	2.97
116	5	cont	3 # cont	Spice - Flakes - Onion	16.19	80.95	97.11	485.53	7.12	7.12			11.09	55.45
117	15	bag	25#bag	breads crumbs panko	21.88	328.20	52.63	789.47	17.82	267.30			18.75	281.25
118	5	cont	3 # cont	Spice - Granulated - Garlic	28.25	141.25	144.41	722.05	22.85	114.25			40.58	202.90
119	1	cont	16 oz ea.	Spice - Ground - Cinnamon	5.46	5.46	53.05	53.05	7.65	7.65			5.40	5.40
121	25	cs	12/1#boxes	cornflake crumbs	NB	NB	NB	NB	37.30	932.50			NB	NB
121-A	1	cont	16 oz ea.	Spice - Ground - Cumin	6.38	6.38	55.33	55.33	10.89	10.89			5.32	5.32
122	25	cs	12/doz per-cs	flour tortilla 12 inch	17.11	427.75	22.52	562.89	22.75	568.75			24.33	608.25
123	1	cont	16 oz ea.	Spice - Powder - Chile	6.29	6.29	16.64	16.64	8.64	8.64			8.27	8.27

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					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
124	45	cs	120ct	buns burger 3 -4 inch	25.98	1169.10	28.93	1301.68	22.97	1033.65			10.21	459.45
125	10	cont	16 oz ea.	Spice - Powder - Onion	5.30	53.00	39.22	392.21	6.96	69.60			5.01	50.10
126	1	sk	25 #	Spice - Salt - Plain	5.46	5.46	4.94	4.94	6.80	6.80			5.16	5.16
127	1	cs	4 - 1 gal/case	Spice - Sauce - BBQ (like cattlemens)	18.35	18.35	44.67	44.67	31.50	31.50			47.25	47.25
128	6	cs	6 - #10/case	Spice - Sauce - Cheese - Nacho	31.06	186.36	48.59	291.54	37.31	223.86			43.93	263.58
129	10	cont	5oz	spice chives	4.27	42.70	39.66	396.63	27.81	278.10			6.42	64.20
130	1	cs	4 - 1 gal/case	Spice - Sauce - Soy	33.61	33.61	33.16	33.16	36.17	36.17			18.07	18.07
131	20	cont	20oz	Spice - Seasoning-lime pepper	NB	NB	NB	NB	14.42	288.40			10.52	210.40
132	1	cs	4 - 1 gal/case	Spice - Sauce - Teriyaki	44.31	44.31	42.23	42.23	42.99	42.99			44.88	44.88
133	1	cs	4 - 1 gal/case	Spice - Sauce - Worchestershire	17.39	17.39	31.26	31.26	28.69	28.69			16.42	16.42
134	5	cont	16 oz	Spice - Seasoning - Big & Bold Mont.	7.58	37.90	NB	NB	11.35	56.75			NB	NB
135	5	cont	16 oz	Spice - Seasoning - Italian Blend	6.19	30.95	20.05	100.26	8.04	40.20			5.11	25.55
136	1	cont	16 oz	Spice - Seasoning - Mrs. Dash	15.53	15.53	44.60	44.60	48.56	48.56			16.35	16.35
137	15	cont	26oz	Spice - Seasoning smokey mesquite	NB	NB	NB	NB	15.54	233.10			13.59	203.85
138	20	cont	20oz	Spice - Seasoning - north woods chicken	5.98	119.60	NB	NB	8.28	165.60			8.43	168.60
139	2	cs	48 ct/case	Disposable - Shaker - Salt	12.80	25.60	11.97	23.94	16.24	32.48			16.39	32.78
140	2	cs	48 ct/case	Disposable - Shaker - Black - Pepper	53.66	107.32	52.79	105.58	51.34	102.68			NB	NB
141	10	cs	12 - 2.5 #/case	Frozen-Veg-Brocolli-Cuts	25.46	254.60	26.44	264.42	24.96	249.60			31.47	314.70
142	15	cs	12 - 2.5 #/case	Frozen-Veg-Brocolli-Normandy	23.29	349.35	36.99	554.84	33.61	504.15			37.38	560.70
143	15	cs	12 - 2.5 #/case	Frozen-Veg-Brussel-Sprouts	25.52	382.80	36.39	545.84	27.27	409.05			28.53	427.95
144	15	cs	12 - 2.5 #/case	Frozen-Veg-Capri-Mix	22.06	330.90	24.65	369.79	23.00	345.00			21.93	328.95
145	15	cs	12 - 2 #/case	Frozen-Veg-Carrots-Baby	20.39	305.85	24.42	366.32	24.86	372.90			22.95	344.25
146	15	cs	12 - 2 #/case	Frozen-Veg-Cauliflower	33.07	496.05	26.71	400.58	24.95	374.25			27.99	419.85
147	15	cs	12 - 2.5 #/case	Frozen-Veg-Corn-Chuckwagon	21.80	327.00	25.31	379.58	24.15	362.25			38.20	573.00
148	15	cs	12 - 2.5 #/case	Frozen-Veg-Corn-Whole-Kernal	26.10	391.50	27.60	414.00	28.43	426.45			28.86	432.90
149	15	cs	12 - 2 #/case	Frozen-Veg-Green-Beans-Cut	21.51	322.65	22.77	341.53	27.95	419.25			25.58	383.70
150	15	cs	5 - 5 #/case	Frozen-Veg-Green-Chile-Chopped-**Mild-Roasted (like young guns)**	25.64	384.60	21.94	329.05	23.84	357.60			24.72	370.80
151	15	cs	12 - 2.5 #/case	Frozen-Veg-Italian-Mix	22.13	331.95	26.10	319.42	23.44	351.60			NB	NB
152	5	cs	12 - 2.5 #/case	Frozen-Veg-Stir-Fry-Mix	22.97	114.85	33.83	169.16	26.58	132.90			NB	NB
153	15	cs	12 - 2.5 #/case	Frozen-Veg-Mixed-Vegetables	26.21	393.15	27.15	407.21	28.02	420.30			29.98	449.70
154	6	cs	12 - 2.5#/case	Frozen -Veg-Breaded-Onion Rings	26.24	157.44	71.41	428.46	47.83	286.98			65.06	390.36
155	15	cs	12 - 2.5 #/case	Frozen-Veg-Peas and Carrots	27.35	410.25	40.02	600.32	26.63	399.45			18.52	277.80
156	15	cs	6 - 5 #/case	Frozen-Veg-Potato-French-Fries	19.14	287.10	18.47	277.11	18.27	274.05			15.90	238.50
157	15	cs	6 - 5 #/case	Frozen-Veg-Potato-Tater-Tots	19.89	298.35	26.54	398.05	22.82	342.30			29.80	447.00
158	15	cs	5 - 5 #/case	Frozen-Veg-Potato-Sweet-Potato-Fries	20.95	314.25	25.31	379.58	26.59	398.85			22.70	340.50
159	15	cs	6 - .5 gal/c	Frozen-Veg-Red-Chile-Sauce-**Mild**	24.99	374.85	20.25	303.79	20.08	301.20			23.40	351.00
160	15	cs	12 - 2.5 #/case	Frozen-Veg-Scandinavian-Mix	20.61	309.15	24.93	373.89	35.44	531.60			NB	NB

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					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
161	15	cs	12 - 3 #/case	Frozen-Veg-Spinach-Chopped	31.27	469.05	32.19	482.84	30.31	454.65			32.90	493.50
162	15	cs	12 - 2.5 #/case	Frozen-Veg-Squash-Yellow	21.35	468.75	43.84	657.63	39.67	595.05			23.88	358.20
163	15	cs	2 - 5 #/case	Frozen-Bread-Hush-Puppies	16.80	252.00	16.67	250.11	18.35	275.25			16.60	249.00
164	15	cs	12-2.5#/case	Frozen-Veg-California Blend	21.80	327.00	24.29	364.29	23.00	345.00			27.07	406.05
165	20	cs	8-4#/case	Frozen-Sauce Alfredo	44.87	897.40	52.66	1053.26	68.48	1369.60			70.02	1400.40
166	20	cs	256/case	Frz-Cookie Oatmeal Raisin	65.81	1316.20	64.12	1282.32	27.56	551.20			49.98	999.60
167	20	cs	256/case	Frz-Cookie Chocolate Chip	65.81	1316.20	64.12	1282.32	27.71	554.20			56.05	1121.00
168	5	cs	20# / case	Frozen-Fruit-Strawberries-Whole	14.83	74.15	42.01	210.05	44.62	223.10			18.34	91.70
169	15	cs	6 ct/case	PreBaked - Pie - Pumkin	32.75	491.25	32.74	491.05	34.68	520.20			38.25	573.75
170	10	cs	12 - 16 oz/cs	Topping - On Top - Vanilla - like Rich's	36.45	364.50	55.32	553.15	34.54	345.40			31.95	319.50
171	15	cs	doz. Large/ca	Eggs - Large - Raw	25.30	379.50	26.17	392.50	23.90	358.50			28.50	427.50
172	48	cs	40 - 4 oz/case	Beef-Raw-Breaded-Chicken-Fried-Steak	29.99	1439.52	31.51	1512.52	34.51	1656.48			29.06	1394.88
173	36	cs	40 - 4 oz/case	Beef-Cooked-Salisbury-Steak	60.94	853.16	35.40	1274.48	39.87	1435.32			38.06	1370.16
174	12	cs	80 #/case	Beef-Lean-Ground-85%	145.08	1740.96	110.99	1331.87	2.68	2572.80			3.07	36.84
175	2	cs	40 - 4 oz/case	Beef-Lean-Liver-Sliced-4 oz. slices	23.80	47.60	30.36	60.72	21.77	43.54			22.04	44.08
176	15	cs	40 #/case	Beef-Lean-Stew-Meat-3/4" cut	5.09	1527.00	46.67	700.11	40.81	612.15			45.00	675.00
177	1800	#	#	Beef-Lean-Boneless-Inside Round	3.44	6192.00	186.26	335269.57	3.28	5731.80			3.41	6138.00
178	2	cs	40 - 4 oz/case	Beef-Lean-Hamburger-Patties-all-beef-4-1	38.50	77.00	73.36	146.72	35.93	71.86			39.96	79.92
179	40	cs	4 - 1 #/case	Beef-Franks-4-1	37.58	601.28	33.22	1328.89	29.59	1183.60			29.60	1184.00
180	16	cs	10 #/case	Beef - raw - strips - for fajita - **seasoned**	4.79	766.40	109.39	1750.26	112.26	1796.16			52.89	846.24
181	1200	#	24 ct - cs	Chicken-**Boneless**-Chicken-Breast- 4 oz. portion	32.02	3842.40	38.76	46513.04	37.53	4353.48			2.92	4090.80
182	60	cs	10 #/case	Chicken-Cooked-Diced	27.21	1632.60	36.24	2174.19	29.04	1742.40			34.94	2096.40
183	18	cs	10 #/case	Chicken - raw-pulled-white/dark	30.11	541.98	35.14	632.52	31.74	571.32			28.67	516.06
184	16	cs	10 #/case	Chicken - all meat - Nugget	21.20	339.20	34.96	559.30	19.44	311.04			20.89	334.24
185	2	cs	50 - 3 oz/case	Chicken-Raw-Breaded - Tenders/Strips	23.24	46.48	31.53	63.05	23.48	46.96			30.89	61.78
186	16	cs	10 #/case	Chicken - strips - raw-for fajita - **seasoned**	2.44	39.04	51.83	829.25	60.68	970.88			33.22	531.52
187	6	cs	4 - bags/case	Eggs-Boil-in-Bag-Liquid-Egg	64.59	1937.70	46.70	1400.87	47.69	1430.70			39.79	1193.70
188	6	cs	- 66.5 oz/cas	Fish-Canned-Tuna	50.60	303.60	69.43	416.59	59.19	355.14			63.54	381.24
189	30	cs	10 #/case	Fish-Catfish-Nuggets-Breaded	26.97	809.10	26.91	807.39	22.40	672.00			NB	NB
190	15	cs	10 #/case	Fish-Shrimp-Breaded-NOT-popcorn	58.62	879.30	40.76	611.33	40.98	614.70			82.83	1242.45
191	10	cs	10 #/case	Fish-Sticks	24.56	245.60	27.97	279.67	25.20	252.00			26.67	266.70
192	16	cs	10 #/case	Fish-Talapia-Unbreaded-IQF- **4 oz** portions	30.58	489.28	34.01	544.17	28.90	462.40			29.44	471.04
193	3	cs	40 - 4 oz/case	Pork-Chops-Lean-**bone-in-4oz.**portions	4.23	12.69	31.42	94.27	39.87	119.61			41.00	123.00
194	6	cs	8 - 10 #/case	Pork-**Boneless-Pork-Loin-Roast-NOT Tied**	1.74	522.00	50.71	304.27	1.63	459.66			27.20	163.20
195	24	cs	10 #/case	Pork-Lean-Stew-Meat-3/4" cut	2.77	66.48	29.88	717.13	3.22	1545.60			25.44	610.56
196	75	#	#	Pork-**LowSodium**-Bacon	37.81	189.05	65.33	4900.00	34.82	174.10			NB	NB
197	150	#	#	Pork-**LowSodium**-Buffet Ham	3.70	555.00	86.29	12944.02	1.68	262.71			2.00	300.00

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					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
198	10	#	50-3 oz.	Pork-Raw-Sausage-Patties-like Jimmy Dean	24.95	249.50	22.28	222.83	15.03	15.03			2.07	20.74
199	120	#	40 - 4 oz	Pork-Boneless-Riblet	37.31	447.72	50.22	6026.09	54.76	657.12			NB	NB
200	100	#	80-1oz	pork sausage links like jimmy dean	36.70	3670.00	23.70	2369.57	14.00	140.00			2.80	280.30
201	600	#	#	Turkey-Roast-Raw-in foil/bag	3.32	1992.00	104.84	62903.23	2.73	1638.00			3.10	1860.00
202	6	cs	#	Cheese-American - sliced	60.28	361.68	45.60	273.60	41.10	246.60			47.73	286.38
203	15	cs	40 #/case	Cheese - Cheddar	1.92	28.80	79.84	47902.17	1.85	1110.00			1.98	29.70
204	7	cs	6 #/case	Cheese - Mozarella - Skim Milk	1.93	13.51	98.71	690.98	2.07	188.37			1.93	13.51
205	2	cs	10 #/case	Cheese - Parmesan - Grated	20.08	40.16	34.73	69.46	37.67	75.34			50.88	101.76
206	25,000		1/2 Pint	1%LowFat-Pasteurized-Homo-Milk	NB	NB	16.15	8076.09	NB	NB	0.24	6000.00	0.3264	8160.00
207	12,000		1/2 Pint	Fat-Free-Skim-Milk	NB	NB	15.80	3793.04	NB	NB	0.24	2880.00	0.32	3864.00
208	200		1/2 gal	2%LowFat-Pasteurized-Homo-Milk	NB	NB	20.50	455.56	NB	NB	1.75	350.00	4.28	427.50
209	72		1/2 gal	Buttermilk	NB	NB	19.67	157.39	28.23	28.23	1.82	131.04	2.22	159.84
210	50		5 # Tub	Sour Cream	23.34	1167.00	20.78	259.72	21.49	257.88	4.75	237.50	21.53	1076.50
211	25		100 ct	SourCream - 1 oz. Portions	11.19	279.75	9.40	235.00	15.03	375.75	NB	NB	9.70	242.50
212	50		5 # Tub	LowFat - Cottage - Cheese	NB	NB	18.19	454.72	51.73	413.84	5.45	272.50	17.59	879.50
213	10,000		1/2 pint	low fat chocolate milk	NB	NB	16.46	3291.30	NB	NB	0.24	2400.00	0.33	3338.00
214	50		5 # Tub	LowFat - Yogurt - all Flavors	22.79	273.48	19.21	960.33	32.58	260.64	3.25	162.50	15.55	777.50
215	144		Dozen	Ice-Cream-Cups-4 oz. Portions-C-S-V	17.86	53.58	21.14	761.04	8.84	636.48	3.35	482.40	3.00	432.00
216	144		Dozen	Sherbet-Cup-4 oz. Portions	15.99	47.97	13.62	490.30	7.62	548.64	3.35	482.40	NB	NB
217	4	cs	40 - 25/case	Styro - Cup - 8 oz.	24.08	96.32	17.24	68.94	17.44	69.76			18.72	74.88
218	50	cs	20 - 25/case	Styro - Food-Container - 8 oz.	33.29	832.25	31.35	1567.68	32.06	1603.00			35.03	1751.50
219	50	cs	5 - 100/case	Food Cont.-Lid (compatible)	15.97	798.50	17.36	868.18	17.44	872.00			19.05	952.50
220	50	cs	20 - 125/case	Plastic-Food-Container - 4 oz.	74.35	3717.50	65.55	3277.27	50.46	2523.00			27.64	1382.00
221	50	cs	20 - 125/case	Food Cont.-Lid (compatible)	15.97	798.50	72.23	3611.62	31.80	1590.00			24.15	1207.50
222	4	cs	20-125/case	Plastic-Food-Container - 2 oz.	22.88	91.52	41.08	164.32	28.88	115.52			33.13	132.52
223	4	cs	20-125/case	Food Cont.-Lid (compatible)	15.97	63.88	41.08	164.32	23.52	94.08			33.10	132.40
224	6	cs	50 ct/case	Plastic - Embossed - Apron	46.26	277.56	127.26	763.58	13.01	78.06			26.99	161.94
225	4	cs	12 X 3 M/case	Plastic - 12" - Food Wrap	8.73	34.92	17.01	68.04	10.31	41.24			13.02	52.08
226	3	cs	250/case	Plastic - Freezer - Bags - 1 gallon	12.28	36.84	42.16	126.48	13.73	41.19			22.25	66.75
227	3	cs	3 - 250/case	Plastic - Freezer - Bags - 1 Quart	12.22	36.66	37.95	113.85	13.73	41.19			32.42	97.26

					Labatt		Sysco		Shamrock		Prices		Ben E. Keith	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
228	10	cs	2 M/case	Plastic - Sandwich-Bags-flip-top	NB	NB	34.88	348.79	19.26	192.60			29.85	298.50
229	4	cs	250/case	KFS - 3 piece cutlery	15.34	61.36	30.74	122.95	16.09	64.36			27.65	110.60
230	65	cs	250/case	Foil - Tray - 3/comp with lid	45.81	2977.65	45.69	2969.65	54.76	3559.40			53.25	3461.25
231	2	cs	18 X 50/case0	Foil - Heavy-Duty - 18"	21.27	42.54	39.72	79.43	25.79	51.58			33.20	66.40
232	6	cs	20 pk/case	Napkin-Dispenser-full fold-6½Lx4¼Wx5¼H	33.28	199.68	40.52	243.09	NB	NB			33.44	200.64
233	8	cs	500/case	Paper Sacks - # 6	11.92	95.36	9.09	72.73	10.60	84.80			16.65	133.20
234	3	cs	1 M/case	Paper Liners (sheet pans)	30.07	90.21	28.18	84.55	30.69	92.07			39.38	118.14
235	2	cs	30 - 250/case	Straws - unwrapped	38.81	77.62	34.65	69.29	49.03	98.06			12.50	25.00
236	5	cs	144/case	Hair Nets - light brown	8.12	40.60	128.87	644.34	14.83	74.15			15.34	76.70
237	1	cs	10 - 100/case	Latex Free-Vinyl-gloves-extra-large	25.82	25.82	21.86	21.86	24.44	24.44			29.09	29.09
238	20	cs	10 - 100/case	Latex Free-Vinyl-Gloves-large	25.82	516.40	37.42	748.48	25.88	517.60			29.09	581.80
239	20	cs	10 - 100/case	Latex Free-Vinyl-Gloves-medium	25.82	516.40	37.34	746.87	24.09	481.80			29.09	581.80
240	2	cs	10 - 100/case	Latex Free-Vinyl-Gloves-small	25.82	51.64	21.14	42.28	24.49	48.98			22.63	45.26
241	5	cs	20 - 25/case	Clear (HD 1.5 mil) 33 gal. Liner	12.58	62.90	20.70	103.48	28.17	140.85			42.60	213.00
242	8	cs	6 - 1 ga/casel	Bleach	11.67	93.36	10.21	81.71	10.65	85.20			12.06	96.48
243	5	cs	6 - 1 ga/casel	Pine Cleaner	22.99	114.95	24.19	120.97	27.56	137.80			40.27	201.35
244	5	cs	15 pk/case	Scour Pads - Green	6.83	34.15	8.71	43.54	5.49	27.45			6.16	30.80
245	5	cs	12 ct/case	Steel Scrubbers	4.78	23.90	19.54	97.68	3.26	16.30			7.17	35.85
246	6	pails	5 gallon pails	Dishwashing Machine - Detergent - Low Temp	NB	NB	123.04	738.24	78.21	469.26			80.64	483.84
247	6	pails	5 gallon pails	Dishwashing Machine - Rinse-Aid - Low Temp	NB	NB	192.93	1157.57	103.94	623.64			106.24	637.44
248	6	pails	5 gallon pails	Dishwashing Machine - Sanitizer - Low Temp	NB	NB	62.48	374.88	30.64	183.84			47.07	282.42

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 22, 2015 **Report No:** 9

Submitted By: Stephen P. Thies **Approved For Agenda:** ______

Subject: Consider and act upon a Settlement Agreement, Release and Temporary Right of Entry Permit with Tool Box, LLC

Fiscal Impact: NA
Amount Budgeted: NA
Fund: NA

Recommendation: Approve Settlement Agreement, Release and Temporary Right of Entry Permit with Tool Box, LLC

Background: The Commission discussed this issue during an executive session held after the April 14th meeting. Based upon that discussion, I drafted a Settlement Agreement, Release and Temporary Right of Entry Permit and sent it to the attorney representing Tool Box, LLC. As of Wednesday, April 22nd, I have not heard from the attorney advising me that the draft is acceptable, needs changes or is unacceptable. Provided acceptable terms are agreed to by Friday, the final draft will be included with the agenda packet. If not, the item will likely be removed from the agenda.

Reviewed By:

City Attorney ______ City Clerk ______ Community Development ______ Community Services ______
Finance ______ Housing Authority ______ Planning ______ Personnel ______ Public Safety ______
Public Works ______ Purchasing ______ Assistant City Manager ______

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 16, 2015 **Report No:** ■ 10

Submitted By: Renee Cantin
City Clerk

Approved For Agenda: ____________

Subject: **Consider, and act upon, the approval of seven members to serve on the Charter Review Committee.**

Fiscal Impact:

Recommendation: Review nominations and appoint members to serve on the committee.

Background: This item was tabled at the April 14^{th} meeting.

The following is the wording from the February 23^{rd} agenda report provided by the City Clerk: The City's Charter mandates that every ten (10) years the Commission shall appoint a committee to review the effectiveness of the Charter and make written recommendations to the City Commission within sixty (60) days of its appointment.

In 2003, the City Commission established a City Charter Committee to review the Charter. A history of the 2003 committee is available at the Clerk's office. A City Charter Advisory Committee was also appointed in 2011 to review the Mayor at Large item in the charter and to change the districts to six districts. Those amendments were approved by the voters at the March 2012 Election. This was not a full review so it did not count as a 10 year review.

Once the Resolution is adopted, each Commissioner and the Mayor will be allowed to nominate one resident of the City to serve on the Committee. The City Clerk will also solicit and advertise for citizens who live in the city limits to apply to serve on this Committee.

The following schedule was approved at the January 13, 2015 meeting:

Feb. 24^{th}, 2015 – Regular Meeting – Adopt the Resolution creating a Charter Review Committee
March 30^{th}, 2015 (5:00 p.m.) – Deadline to submit nomination applications. (Extended to April 7^{th})
April 14^{th}, 2015 – Regular Meeting – Approve the Members to serve on the Committee and the Final Assignment.

Reviewed By:

City Attorney ________ City Clerk ________ Community Development ________ Community Services ________
Finance ________ Housing Authority ________ Planning ________ Personnel ________ Public Safety ________
Public Works ________ Purchasing ________ Assistant City Manager ________

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According to Section 3.B of the City Charter: The Advisory Committee is to complete its task and make written recommendations to the City Commission within sixty (60) days of its appointment (June 13^{th}).

Once appointed, the Committee Members will be contacted and the first meeting will be set up for the week of May 4^{th}.

The adopted Resolution and State Statute and City Charter information. The list of nomination applications received will be included with the final agenda after the deadline date of April 7^{th} to submit applications.

Please keep in mind during your selection that according to state statute and the adopted Resolution, "no more than a simple majority shall belong to the same political party." The City Clerk will have the current voter registration list from the County Clerk and will indicate the party affiliation on the list.

Reviewed By:

City Attorney ________City Clerk ________Community Development_______Community Services________
Finance_______Housing Authority_________Planning _________Personnel ________Public Safety ________
Public Works _________Purchasing ________Assistant City Manager _________
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Alamogordo Code of Ordinances
City Charter

Section 3. - Amendment or Repeal; Periodic Review.

A.

This Charter shall be amended or repealed in accordance with state law, except that any petition for amendment or repeal must be signed by qualified electors in a number no less than twenty (20) per cent of the average number of voters who voted at the previous four (4) regular City elections or no less than twenty (20) per cent of the number of voters who voted at the previous regular City election, or by five (5) per cent of the qualified electors of the municipality, whichever is greater.

B.

Every ten (10) years, the Commission shall appoint a committee to review the effectiveness of this Charter and make written recommendations to the City Commission within sixty (60) days of its appointment.

3-15-5. Charter commission; appointment; number; qualifications; duties.

Within five days after the filing of the petition, the presiding officer of the governing body shall appoint a charter commission or the governing body of a municipality may appoint a charter commission upon its own initiative at any time. The charter commission shall consist of not less than seven members, no more than a simple majority shall belong to the same political party. The charter commission shall prepare a charter providing for the government of the municipality and shall complete the proposed charter and file it with the clerk of the municipality within one hundred eighty days from the date of its appointment. The commission shall select its own chairman.

History: 1953 Comp., § 14-14-3, enacted by Laws 1965, ch. 300; 1971, ch. 118, § 5.

RESOLUTION NO. 2015-09

A RESOLUTION ESTABLISHING A CITY CHARTER COMMITTEE FOR THE CITY OF ALAMOGORDO, NEW MEXICO

WHEREAS, the governing body of the City of Alamogordo, New Mexico, a New Mexico municipal corporation, is mandated by Article 12, Section 3(B) of the City Charter to appoint a committee every ten (10) years to review the effectiveness of the Charter and to make written recommendations within sixty (60) days of its appointment; and,

WHEREAS, it is the desire of the governing body of the City of Alamogordo to establish a City Charter Committee consisting of not more than seven (7) residents of the City; and,

WHEREAS, each member of the governing body of the City of Alamogordo may nominate one (1) resident of the City to serve as a member of the Committee subject to confirmation by the governing body of the City.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Alamogordo, New Mexico, that:

1. A City Charter Committee is hereby established and shall consist of not less than seven members, no more than a simple majority shall belong to the same political party.
2. Each member of the governing body may nominate one (1) resident of the City to serve as a member of the Committee and shall submit their nomination to the City Clerk prior to March 30, 2015.
3. The Committee shall meet and make written recommendations to the governing body of the City regarding the effectiveness of the City Charter within sixty (60) days of the date the members are appointed to the Committee.
4. The Mayor shall appoint the members to the Committee, with the governing body's confirmation, at its regularly scheduled meeting of April 14, 2015.

PASSED, APPROVED AND ADOPTED this 23rd day of February, 2015.

CITY OF ALAMOGORDO, NEW MEXICO

a New Mexico municipal corporation

By: ______________________________
Susie Galea, Mayor

ATTEST:

____
Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

____
Stephen P. Thies, City Attorney

Charter Review Committee List
2015

	Name	Address	City
Galea	Inez Moncada	119 New York	Alamogordo, NM 88310
Rentschler	Pam Lee	312 Wildwood Dr.	Alamogordo, NM 88310
Straface	Robert Doughty	PO Box 1569	Alamogordo, NM 88310
Hernandez	Ruben Segura	602 Sp #33, S. Florida	Alamogordo, NM 88310
Baldwin	John Garst	3008 Del Prado	Alamogordo, NM 88310
Sikes			
Turnbull			
	John Gordon	2488 Wyatt Way	Alamogordo, NM 88310

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 17, 2015 **Report No:** [redacted] 11

Submitted By: Susie Galea, Mayor **Approved For Agenda:** ____________

Subject: Discuss, and consider, to direct staff to prepare a new Joint Powers Agreement for the City to assume the full cost share of School Resource Officers within Alamogordo Public Schools. *(Susie Galea, Mayor)*

Fiscal Impact: $139,869.45 – Total Cost of 4 SRO's is $279,738.89
Amount Available: $
Fund: General Fund

Recommendation: Direct staff to prepare the preliminary budget with the City of Alamogordo providing the full cost share of School Resource Officers to the Alamogordo Public Schools through a renewed Professional Services Contract.

Background: Tabled from the march 24th meeting. The original 1995 SRO agreement for cost sharing between the City and Alamogordo Public Schools began before the nationwide need and trend for the service to be provided without cost sharing. It can be debated whether or not SRO's are truly needed to be provided by the municipal police department, but it has become recognized as a nationwide need and the trend is not for the municipality to seek a cost sharing agreement.

Within New Mexico there are many municipalities that cover the full cost of SRO's. Readily known are the public schools in Taos, Roswell, and Las Cruces.

This discussion is being held in advance of the PSC consideration and preliminary fiscal year budget review, as it has a fiscal impact on both the City of Alamogordo and Alamogordo Public Schools. If the recommendation is approved there will be an impact on the 2016 fiscal year municipal budget that will need to be considered prior to the June 30, 2015 budget adoption.

Additional recommendation for consideration:
$77,010.64 is the total cost of one officer. The APS Board members have considered the cost savings to their annual FY16 budget of one officer no longer within the high school. If the Commission wanted to consider the City's cost share to include one full officer cost, and the other three officers cost share by half would then total $101,364.13. This consideration would be a cost savings to APS of $38,505.32.

Reviewed By:

City Attorney ________ City Clerk RC Assistant City Manager _______ Community Services________
Finance_______ Housing Authority_________ Planning _________ Police Chief ________ Fire Chief ________
Public Works _________ Purchasing ________ City Engineer _________ Human Resources ________

School Resource Officers (FY15)
July 1, 2014 to June 30, 2015 (Preliminary Costs)

Officer	Salary	Benefits	OT	Other Costs	Internal Costs **	D.P.S. Total Cost	A.P.S. Cost 50%	Difference
Trujillo, F	44,565.82	29,944.82	2,500.00	1,324.00	0.00	**78,334.64**		
Granados	41,415.14	22,054.71	2,500.00	1,324.00	0.00	**67,293.85**		
Julian	39,904.28	18,720.38	2,500.00	1,324.00	0.00	**62,448.66**		
Unknown*	39,904.28	27,933.46	2,500.00	1,324.00	0.00	**71,661.74**		
						279,738.89	**139,869.45**	-11,682.95
Totals	**165,789.52**	**98,653.37**	**10,000.00**	**5,296.00**	**0.00**			

Salary includes: Bilingual pay, physical fitness pay + shift differential pay
Benefits include sick leave conversion and benefits
Overtime Costs are split between the four S.R.O. assigned to APS
Other Costs include Fuels, Fleet Parts and Fleet Insurance
Estimated new SRO position based on Julian but with family insurance
NOTE: **Internal Costs removed for FY15 to help with school budget cuts

APS Contract FY14 *151,552.39*

Created 02/14/14

City of Alamogordo

OFFICE OF THE CITY CLERK
1376 E. NINTH STREET • ALAMOGORDO, NEW MEXICO 88310-5838 • (575) 439-4205 FAX (575) 439-4396

September 10, 2014

Mr. Doyle Syling, Chief of Staff
Alamogordo Public Schools
1211 Hawaii Ave.
Alamogordo, NM 88311

Mr. Syling:

Enclosed is your copy of the Professional Services Contract concerning certified Police Department officers approved by the City Commission at their regular meeting on September 9, 2014.

Please contact me if you have any questions or concerns.

Sincerely,

Nancy E. Jacobs

Nancy E. Jacobs
Deputy City Clerk
City of Alamogordo
(575) 439-4205
njacobs@ci.alamogordo.nm.us

cc: file

Enclosure

Alamogordo Public School District
1211 Hawaii
Alamogordo, NM 88310
Phone #575-812-6000

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into on the first day of July, 2014, by and between the CITY OF ALAMOGORDO, a New Mexico municipal corporation (City), and the ALAMOGORDO PUBLIC SCHOOL DISTRICT (District), through the ALAMOGORDO PUBLIC SCHOOLS BOARD OF EDUCATION.

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

IT IS THEREFORE AGREED BY THE PARTIES:

1. The City shall provide four full-time certified, experienced, uniformed Police Department Officers to be stationed at the secondary schools during the upcoming 2014-2015 school year. These officers are assigned and shall be supervised by the Community Relations Supervisor of the Alamogordo Police Department. These officers are herein referred to as School Resource Officers (SRO).

2. During the time period that the regular school year is not ongoing, these officers will perform other law enforcement related duties.

3. The District may still request additional uniformed services from the City when the need arises. The request for these events needs to originate from the APS Superintendent, APS Chief of Staff, APS Athletic Director, APS Safety Assistant, or other Superintendent designee. These additional requests are for special activities and functions, including but not limited to the following:

   A. Sporting Events
   B. Graduation
   C. Truancy Court

4. These uniformed SROs are law enforcement personnel who will provide safety, security and other law enforcement related duties during the school year. The SROs intent is not to be policy enforcement officers for the District. It is intended to provide a positive atmosphere in the spirit of the community-policing concept. This agreement does not limit the District, at any time, from hiring other personnel for the purpose of security.

5. The District will provide office space at all secondary schools for the sole use of the assigned SROs. Said office space shall contain adequate amenities to include heating, cooling, dedicated telephone(s) and access to the District server for purpose of access to Alamogordo Police Department reporting and/or e-mail systems.

6. The compensation of these SRO positions is to be paid mutually and reflects approximately 50% of the total costs for the City of Alamogordo and the Alamogordo Public School District. The City shall, prior to July 1, 2014, determine the four officers' annual salaries, benefits and any other agreed upon costs; i.e., overtime. In the event a workman's compensation claim is made, the workman's compensation will be solely the responsibility of the City of Alamogordo.

   For this contract period, the District will reimburse the City in the amount of $139,869.45. The costs will initially be paid by the City, and reimbursement shall be in quarterly installments from the District on September 1, 2014; December 1, 2014; March 1, 2015 and June 1, 2015.

7. Should the need arise for specialized training, special days off, or leave during the school year, the SRO will be responsible for notifying their respective school administration and the Community Relations Unit Supervisor. During these absences, a substitute SRO may be provided, if staffing levels allow. When a substitute SRO is not provided the school shall contact APD for assistance.

8. The Alamogordo Police Department shall provide a monthly SRO activity report by school site where SROs are assigned. The report is a statistical report obtained from crimes reported, arrests, juvenile referrals, accidents, traffic and non traffic citations issued, school requested overtime assignments and any other information the Department would deem worthy of reporting. The report will not include information not to be released under current legal guidelines. The report will be submitted to the APS Chief of Staff no later than the 15^{th} of each month.

9. The School shall provide SROs access to the District video surveillance system as permitted by law. Currently, the District shall allow officers to view law enforcement related incidents on the system and may obtain copies of those incidents for investigational purposes by a duly authorized subpoena or court order.

10. The terms of this Contract, and any subsequent renewal thereof, are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the New Mexico Department of Education for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature, this Contract shall terminate, without any penalty or damages whatsoever against the District, upon written notice being given by the District to Contractor. The District's decision as to whether sufficient appropriations and authorizations are available shall be accepted by Contractor and shall be final.

11. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

12. The District and the City are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

13. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to action of the respective party or of its officials, agents and employees pursuant to this Agreement. Any and all claims by third parties resulting from this Agreement are subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA 1978, as amended.

14. Within 60 days after the effective date of this agreement, the school administration or representative and the Community Relations Supervisor shall meet to outline work duties of the SROs for the 2014-2015 school year.

15. This Agreement for Services shall become effective on July 1, 2014, and continue through June 30, 2015.

Alamogordo Public School District

Board of Education President

Date: 18 Jun 14

ATTEST:

Board of Education Secretary

Date: 6/18/2014

City of Alamogordo

Mayor

Date: 9/9/14

ATTEST:

Renee Cantin

Renee Cantin, City Clerk

Date: 9/9/14

CITY OF ALAMOGORDO NEW MEXICO SEAL

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 15, 2015 **Report No:** [redacted]12

Submitted By: Robert Duncan
Police Chief

Approved For Agenda: ____________

Subject: Consider, and act upon, a Memorandum of Understanding for the High Intensity Drug Trafficking Area (HIDTA) White Mountain Drug Task Force.

Fiscal Impact: $9,300
Amount Budgeted: $5,000-Overtime
$3,000-Fuel
$1,300-Travel and training
Fund No: 011-0000

Recommendation: Approve the Memorandum of Understanding.

Background: The mission of HIDTA is to reduce drug availability by supporting multi-agency task forces and facilitating intelligence-driven interdiction and investigation aimed at disrupting or dismantling international and domestic drug trafficking organizations and their harmful consequences.

The White Mountain Drug Task Force will have four (4) fully funded HIDTA Narcotic Agents which consists of the following: Task Force Commander-Lincoln County Sheriff Detective Sergeant, Narcotics Agent-Lincoln County Sheriff Deputy, Narcotics Agent-Ruidoso Police Office and Narcotics Agent-Alamogordo Police Officer.

The U.S. Border Patrol and Bureau of Indian Affairs will also be part of the task force and will be funding their positions. The Otero County Sheriff chose not to participate in the new HIDTA Task Force.

The City of Alamogordo will add an officer's position to the Alamogordo Police Department. However, HIDTA will fully fund the Alamogordo Narcotics Agent's annual salary/benefits at $66,265. This position will be contingent on continued funding from HIDTA. The City of Alamogordo will provide funding in the amount of $9,300 for program overtime, fuel, and travel and training costs.

Reviewed By:

City Attorney ________ City Clerk ________ Community Development ________ Community Services ________
Finance ________ Housing Authority ________ Planning ________ Personnel ________ Public Safety ________
Public Works ________ Purchasing ________ Assistant City Manager ________

The Alamogordo Police Department (APD) will fund a Detective Sergeant position to act as a part time White Mountain Drug Task Force Assistant Commander and APD Detective Sergeant. This position is already funded in budget and will not create a need for additional funding.
The MOU is effective May 1, 2015, and there will be no impact to the current Fiscal Year 14-15. The annual impact to the City is $9,300, for fuel, training and overtime for a total annual impact of $9,300 for Fiscal Year 15-16.

Reviewed By:

City Attorney ________City Clerk ________Community Development_______Community Services________
Finance_______Housing Authority_________Planning _________Personnel ________Public Safety ________
Public Works _________Purchasing ________Assistant City Manager _________

MEMORANDUM OF UNDERSTANDING BETWEEN
THE VILLAGE OF RUIDOSO, CITY OF RUIDOSO DOWNS, CITY OF ALAMOGORDO,
THE 12TH JUDICIAL DISTRICT ATTORNEY
AND THE COUNTY OF LINCOLN

This Memorandum of Understanding is made and entered into this ____ day of _______, 2015, by and between Lincoln County, the Lincoln County Sheriff's Office, the Village of Ruidoso, the City of Ruidoso Downs, the City of Alamogordo, and the 12th Judicial District Attorney's Office (collectively the "Parties").

Whereas, the Parties enter into this Memorandum of Understanding ("MOU"), for the operation of the White Mountain Drug Task Force (the "Task Force"); and

Whereas, it is necessary to create the Task Force in an effort to reduce drug trafficking activity within the communities in Lincoln County and Alamogordo; and

Whereas, it is necessary to enter into this MOU to provide the method of funding for the Task Force, the method of disbursing of the Task Force funds, as well as the overall operation of the participating agencies in the Task Force.

Now, therefore, the Parties agree as follows:

I. Purpose

The purpose of this agreement is to state the general understandings between the involved parties, as heretofore stated, with regards to the development, implementation and operation of a drug enforcement task force to be named White Mountain Drug Task Force, hereinafter referred to as "Task Force." This Task Force will be funded, staffed and operated by the parties heretofore identified.

II. Organizational Structure

A. Composition

The Task Force will consist of a combined enforcement body of the agencies participating in this MOU. The participating agencies understand and agree that other law enforcement agencies may join the Task Force from time to time with notification made to all currently participating Task Force members. All law enforcement agencies approved to join the Task Force will be considered participating agencies for the purposes of the MOU **after each agency has signed the MOU.**

B. Direction

All participants acknowledge that the Task Force is a joint operation in which all agencies will act in a cooperative manner to meet the objectives of the Task Force. The

Task Force Commander will establish the schedule for all participating Task Force members.

C. Supervision

The Lincoln County Sheriff's Office will provide operational supervision in the form of a qualified supervisor under the command of the Lincoln County Sheriff (the Task Force Commander"). This supervision extends to all Task Force personnel for the purposes of daily operations and assignments. Each Party shall retain sole responsibility for its officer's personnel related issues including all disciplinary matters. In the event that any conflict develops between the Parties concerning command and control of Task Force personnel, the participating agency will be given both immediate telephonic and written notice of the conflict, and the officer's/deputy's status as a Task Force member shall be immediately suspended until the Parties resolve the matter. Each Party shall have sole discretion as to the officer/deputy recommended for participation in the Task Force. However, the Lincoln County Sheriff may, at any time during the term of this Agreement decline, refuse, or revoke the participation of an individual officer's/deputy's participation in the Task Force in his sole discretion.

D. Establishment of an Advisory Board of Directors

Upon execution of this agreement, an Advisory Board of Directors shall be established and shall be comprised of the Lincoln County Sheriff, the Chief of Police of the Ruidoso Police Department, the Chief of Police of the Ruidoso Downs Police Department, the Chief of Police of the Alamogordo Police Department and the 12th Judicial District Attorney, or their designee, as well as the chief or sheriff of any agency that become a participating member of the Task Force (the "Advisory Board").

E. Advisory Board of Directors Rights and Responsibilities

The Advisory Board shall:

1. Meet no less than one (1) time bi-monthly with the next meeting date being set at the previous or present meeting, but in any event the meeting shall occur prior to the end of the month. This requirement may be waived for any regularly scheduled bi-monthly meeting by the unanimous vote of the Advisory Board. At the first meeting of the Advisory Board, the Advisory Board shall elect, by a majority vote, a Chairman. The election of a Chairman shall be bi-annually. The Chairman shall conduct all meetings of the Advisory Board and shall ensure that the Advisory Board's decisions are conveyed to the affected personnel and/or Task Force Commander. The Chairman will have the power to call special meetings of the Advisory Board and establish rules of order for the general conduct of the meeting(s).

2. Develop policy for the general operations of the Task Force.

3. The Chairman of the Board will have the power to call meetings and set rules of order for the meeting(s).

4. Each Board member will have one vote. A simple majority vote rules unless otherwise specified. A quorum will consist of a simple majority. An electronic or telephonic vote may be allowed.

5. The Chairman of the Board shall cause minutes of all Board meetings to be kept (in a written format).

VI. Specific Operating Policies and Procedures

Specific policies and procedures not contained herein, which may be necessary to further the purpose of this agreement will be developed and promulgated by mutual agreement between the parties to this agreement. All policies or procedures which may be developed and promulgated shall be approved by the Board. The provisions of this agreement may not be changed or altered in any manner without unanimous approval of the Board.

VII. Law Enforcement Staffing

A. Law enforcement staffing of the Task Force shall only be comprised of full-time qualified/certified law enforcement officers assigned from their respective agencies.

B. Selection of the law enforcement personnel assigned from each agency shall be conducted by that agency. The Commander shall be allowed to participate in the selection process.

1. The Law enforcement personnel shall be approved by a majority vote of the Board of Directors.
2. Any law enforcement personnel may be removed from the Task force assignment at the discretion of the Board of Directors, by a majority vote of the Board of Directors.

C. Each law enforcement agency shall furnish their respective personnel, which are assigned to the Task Force, with all of the basic equipment, which shall include vehicles.

D. The Sheriff of Lincoln County agrees to provide two (2) full time qualified/certified law enforcement officers assigned to the Task Force on a full time basis.

E. The Village of Ruidoso Chief of Police agrees to provide one (1) full time qualified/certified law enforcement officer assigned to the Task Force on a full time basis.

F. The City of Ruidoso Downs Police Chief agrees to provide one (1) full time qualified/certified law enforcement officer assigned to the Task Force on a part time basis.

G. The City of Alamogordo agrees to provide two (2) full time qualified/certified law enforcement officer(s) assigned to the Task Force on a full time basis.

H. Nothing included in this agreement shall preclude any of the signatory agencies from furnishing more personnel than is indicated herein. The foregoing commitment of personnel indicated is merely the minimum agreed to assigned personnel by each of the signatory agencies.

VIII. Non-Law Enforcement Personnel

A. All non-law enforcement personnel shall go through the same selection and retention process ad the law enforcement officers.

1. The non-law enforcement personnel shall be approved by a majority vote of the Board of Directors.
2. Any non-law enforcement personnel may be removed from the Task force at the discretion of the Board of Directors by a majority vote of the Board of Directors.

B. All non-law enforcement personnel shall be subject to all appropriate rules and regulations of the Task Force.

IX. Temporary Staffing

A. All temporary staff shall go through the same selection and retention process as the law enforcement officers.

1. The non-law enforcement personnel shall be approved by a majority vote of the Board of Directors.
2. Any non- law enforcement personnel may be removed from the Task force at the discretion of the Board of Directors by a majority vote of the Board of Directors.

B. All temporary staff members shall be subject to all appropriate rules and regulations of the Task Force.

C. The Board of Directors shall furnish, as necessary, additional law enforcement and/or support personnel to assist the Task Force. The support personnel shall be from one of the Board member's agencies or may be hired by the Board and paid for with grant funds or funds acquired from the Task Force forfeiture funds (within the limitations of the statutes, both Federal and State of New Mexico) and any other applicable rules or regulations.

X. General Funding

Each law enforcement agency shall bear all costs for the personal services of their respective personnel that are assigned to the Task Force, including payment for wages, salaries, overtime and all fringe benefits. However, if funding is available for the payment of overtime by other sources such as, but not limited to grant funds, the grant funds shall be used before the law enforcement agencies funds are used. If permitted by the terms of the grant, grant funding, if available, may be utilized to finance the parties' participation in the Task Force.

XI. Task Force Fiscal Agent

The County of Lincoln will act as the fiscal agent for the Task Force and shall maintain appropriate records for strict accountability for all receipts and disbursements of funds transferred or expended pursuant to this MOU, pursuant to established federal and New Mexico cost accounting requirements.

XII. Forfeiture Actions Filed in New Mexico State Courts

A. All forfeiture actions filed under New Mexico statutes, regarding the Task Force, will be pursued by the 12th Judicial District Attorney's Office or the New Mexico Attorney General.

B. Any and/or all necessary follow-up investigation, in reference to an asset being sought for forfeiture, will be conducted by the Task Force personnel, as directed by the Task Force Commander.

C. The Board of Directors shall cause an interest bearing checking account to be established, in the name of the White Mountain Drug Task Force where the forfeiture proceeds shall be deposited.

D. The forfeiture proceeds may only be expended as provided by law and with a majority vote of the board. The Board of Directors shall consider the needs of the Task Force first when deciding on the use of the forfeiture proceeds.

E. All Federal asset sharing shall be done through the Lincoln County Sheriff's Department and upon receipt of any funds they shall be deposited in a separate checking account, interest bearing, and the account will be controlled and distributed by the Task Force Board of Directors. This checking account shall be established in the name of the White Mountain Drug Task Force. The Commander shall be responsible for all documentation required by the Federal Asset Sharing procedures.

F. Both checking accounts shall require two (2) signatures on each check. The signatories shall be designated by the Task Force Board of Directors.

XIII. Task Force Direction and Control

A. The Board shall provide general oversight, direction and control for the Task Force.

B. The Board shall, by majority vote, appoint one (1) Task Force Commander, who shall be responsible for the day-to-day supervision, command and fiscal control and shall report directly to the Board of Directors. If grant funding is available the Task Force Commander position may be grant funded, at the discretion of the Board of Directors. The Board of Directors shall, by majority vote, decide if the position is to be grant funded. The Task Force Commander shall be selected and/or retained by majority vote of the Board.

C. The Board of Directors may, by majority vote, appoint one (1) Task Force Deputy Commander, who shall be responsible for the day-to-day supervision, command and fiscal control and shall report directly to the Task Force Commander. If grant funding is available the Task Force Deputy Commander position may be grant funded, at the discretion of the Board of Directors. The Board of Directors shall, by majority vote, decide if the position is to be grant funded. The Task Force Deputy Commander shall be selected and/or retained by majority vote of the Board.

D. The Commander shall be responsible for causing minutes to be taken at each and every Board of Directors meeting. The minutes shall be maintained, in the form designated by the Board of Directors, for the entire duration of the Task Force, or for no less than seven (7) years from the date of each meeting.

E. The Board of Directors shall have a board meeting no less than four (4) times per year. Additional meetings may be scheduled as necessary.

XIV. Liability:

A. The parties agree that each entity shall be responsible for its own actions and those of its members, agents, and authorized representatives while conducting Drug Task Force operations or services.

B. It is expressly understood and agreed by all parties and administering jurisdictions that no entity shall be held liable for the actions of any other entity, its members, or authorized representatives while in any manner participating in Drug Task Force activities.

C. All parties to this agreement are "public employees," as defined in the New Mexico Tort Claims Act, and as such, do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s), or liability pursuant to the New Mexico Tort Claims Act. No provision in this contract modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to the parties, their departments, and their public employees.

D. No party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1 et. seq. NMSA, 1978. Each signatory party participating in this agreement shall carry liability insurance or qualify as a self-insured entity as required by law.

E. The parties hereto agree that this document is not intended, by any provisions or part here of, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related too or arising out of the provisions of this agreement.

XV. Duration of the Task Force

The effective beginning date of the Task Force shall be on the date of the last signature to this document. This agreement shall continue in full force and effect or unless modified by written agreement or terminated by any party. A party desiring to terminate this agreement must give thirty (30) days written notice to each of the parties. The termination of one party does not terminate the agreement between the remaining parties. This agreement shall be reviewed every four (4) years from the date of the last signature affixed to this agreement.

XVI. Dissolution of the Task Force

In the event that this agreement is terminated and the Task Force dissolved, the following shall apply:

1. All personnel shall return to their respective agencies.

2. Any personnel that are solely employees of the Task Force, funded by grant funds and/or forfeited funds shall be given two (2) weeks' notice of termination and then terminated from employment by the Task Force.

3. All remaining forfeited cash assets and interest shall be equally distributed to each of the participating agencies. **(This item needs to be reconsidered due to the new law pursuant to NM HB 560 which will take effect July 1, 2015.)**

4. All forfeited non-cash assets accrued by the Task Force shall be equally distributed to each of the participating agencies.

5. All other assets, equipment, materials, or supplies shall be returned to the contributing agencies and the assets that were purchased by the Task Force shall be equally distributed to each of the participating agencies.

6. All equipment purchased with grant funds shall be disposed of in accordance with the grantor's policies and procedures.

XVII. Scope of Agreement

This MOU incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this MOU. No prior agreement or understandings verbal or otherwise, of the participating agencies or their agents shall be valid or enforceable unless embodied in this MOU.

XVII. Amendment

This agreement shall not be altered, changed or amended except by an instrument writing executed by the parties hereto.

______________________________	______________________________
Chair, Lincoln County Commission	Date
ATTEST:	Approved as to form:
______________________________	______________________________
County Clerk	County Attorney
______________________________	______________________________
Lincoln County Sheriff Lincoln County Sheriff's Office	Date
______________________________	______________________________
Mayor, Village of Ruidoso	Date
ATTEST:	Approved as to form:
______________________________	______________________________
Village Clerk	Village Attorney

Chief of Police
Village of Ruidoso

Date

Mayor, City of Ruidoso Downs

Date

ATTEST:

Approved as to form:

City Clerk

City Attorney

Chief of Police
City of Ruidoso Downs

Date

Mayor, City of Alamogordo

Date

ATTEST:

Approved as to form:

City Clerk

City Attorney

Chief of Police
City of Alamogordo

Date

12th Judicial District Attorney

Date

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 16, 2015 **Report No:** [redacted] 13

Submitted By: Stephen Thies, City Attorney **Approved For Agenda:** SS

Subject: Consider, and act upon, an Intergovernmental Agreement between the New Mexico Economic Development Department and the City of Alamogordo related to the LEDA Capital Outlay Program.

Fiscal Impact: $0
Amount Budgeted: $0
Fund: (105)

Recommendation: Approve the Intergovernmental Agreement.

Background: Earlier this calendar year, the City Commission approved an economic development project with Neptune Aviation Services related to its plan to permanently move their annual inspections of their P2V air tankers to Alamogordo from its Missoula, Montana facilities. Relocation of its annual inspections to Alamogordo is initially projected to create 5 jobs: a shop manager; an aircraft stores clerk; and 3 aircraft mechanics. The estimated annual payroll for the initial 5 positions is in excess of $230,000.

In order to facilitate the move, Neptune needed to make certain improvements to its facilities including the ramp area located in front of its hanger building and interior repairs to the hanger floor and walls as well as modifying the main door to accommodate the T-tail configuration of the BAe-146 tankers. Neptune requested financial assistance for the needed improvements from both the City and the New Mexico Economic Development Department. The City funded the exterior work to the ramp area, the project approved earlier this calendar year. The state has now agreed to fund the interior work and the door modifications.

Similar to the recently approved mining project, state funded projects involve two agreements. The first agreement, an intergovernmental agreement ("IGA"), is between the State of New Mexico and the City of Alamogordo. The second agreement, the project participation agreement, is between the City and Neptune.

Attached to this agenda report is the IGA with the State. The State has agreed to provide

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Reviewed By:

City Attorney SPT City Clerk RC Community Development______ Community Services______
Finance______ Housing Authority______ Planning ______ Personnel ______ Public Safety ______
Public Works ______ Purchasing ______ Assistant City Manager ______

$124,000 for use in making the interior repairs and the hanger door modifications. The money is paid to the City who in turn distributes the funds to Neptune as the work is completed.

Staff recommends approval of the intergovernmental agreement.

Reviewed By:

City Attorney ________City Clerk ________Community Development_______Community Services________
Finance_______Housing Authority_________Planning _________Personnel ________Public Safety ________
Public Works _________Purchasing ________Assistant City Manager _________

INTERGOVERNMENTAL AGREEMENT
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND
THE CITY OF ALAMOGORDO, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City of Alamogordo ("City"), and collectively referred to as "the Parties," with reference to the following facts.

SECTION 1: RECITALS:

WHEREAS, the New Mexico State Legislature enacted Laws 2014, Chapter 63, Section 5, Subsection 33 which appropriated ten million dollars ($10,000,000) to EDD "[f]or economic development projects pursuant to the Local Economic Development Act" (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §§ 5-10-1 through 5-10-13 (2007) ("LEDA"), is to provide "public support for economic development to foster, promote and enhance local economic development efforts...;" and

WHEREAS, the City has adopted LEDA by Ordinance No. 983, which established the City's Economic Development Plan that promotes economic development within the City; and

WHEREAS, the City has adopted Ordinance No. 1480 ("Ordinance") to approve the economic development project ("Project") to support infrastructure improvements at the Alamogordo-White Sands Regional Airport to facilitate the expansion of the existing operations of Neptune Aviation Services, Inc. ("Neptune"); and

WHEREAS, the City has entered into a Local Economic Development Project Participation Agreement ("PPA") with Neptune and, pursuant to the terms of that PPA, will provide a substantive contribution in exchange for the public contribution. A copy of the PPA and any amendments are attached hereto as Exhibit A; and

WHEREAS, EDD and the City desire to enter into this Agreement to facilitate disbursement of funds for the Project;

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 2. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to place the primary responsibility on the City for overseeing and administering the appropriation for the Project. It is the intent of the Parties that EDD will reimburse the City for expenditures made to implement the Project in an amount not to exceed one hundred twenty-four thousand dollars ($124,000) from the appropriation. The Parties agree that any and all State funds received will be accounted for by City as the fiscal agent for EDD in accordance with the procedures the City will use to account for it own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 3. SCOPE OF WORK:

The City will act as fiscal agent for the appropriation supporting the Project. EDD will reimburse the City for expenditures made to implement the Project in an amount not to exceed one hundred twenty-four thousand dollars ($124,000) from the appropriation, pursuant to Section 5-10-3(D) of LEDA. In exchange for the Appropriation, Neptune will create 5 jobs at its Alamogordo location during the three (3) years after the execution of this Agreement. The City will review the project timeline and progress annually until the three-year anniversary of this

Agreement or until it certifies to the City and EDD that the requisite substantive contribution has been provided.

EDD and the City agree that failure of Neptune to make the required contribution will result in a violation of the terms and conditions of this Agreement. Such violation, after any cure period granted, will require that the City foreclose on the security interest. All the terms, conditions and requirements set forth under the PPA are incorporated into this Agreement by reference.

SECTION 4. CITY OF ALAMOGORDO RESPONSIBILITIES:

The City shall:

1. Submit all documentation supporting expenditures made to implement the Project in a format acceptable to EDD;
2. Notify EDD in writing of any default by Neptune within 10 days of the event of default;
3. Serve as Fiscal Agent for the funds transferred to it under this Agreement;
4. Complete all of the following goals identified in this Agreement within the time limits agreed upon by the Parties:
   a. Account for receipts and disbursements of reimbursed funds;
   b. Provide EDD with the required financial documentation pertaining to this disbursement;
   c. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the City Council accepting the Project as a qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the

City and Neptune, a fully executed copy of the security interest, and copies of invoices and other documentation as required by EDD within the time required; and

5. Not impose any obligations on EDD with respect to the administration of this Project, other than the reimbursement of funds described in this Agreement; and

6. Monitor job creation by Neptune and report the number of jobs created twice yearly to EDD for a period of three years following completion of the Project. Job reports shall include a copy of FORM-903 provided by Accurate to the City, on file with the New Mexico Department of Workforce Solutions.

The Parties shall create a Schedule listing all such time limits which shall then be appended to this Agreement and thereupon incorporated into this Agreement and made a part hereof by this reference as though set forth in full.

SECTION 5. CITY CERTIFICATIONS:

As Fiscal Agent, the City hereby assures and certifies that:

1. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of State funds;
2. It has the legal authority to receive and expend the funds;
3. It will enforce the provisions of Ordinance No. 1480 approving the Project;
4. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long term economic development benefits;
5. It will provide EDD all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and copies of all reports and documentation it receives from Neptune;

5. It has entered into a PPA and has obtained all financial documentation necessary to protect the City's and the State's investments in this project;

6. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined in Section 2 - Purpose of Agreement and Section 3 - Scope of Work stated above;

7. It will notify EDD of any default within 10 days of the event of default. Further, the City shall provide the opportunity for any default to be cured by Neptune in accordance with the PPA prior to termination thereof.

8. No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

10. It has complied with Article IX, Section 14 of the New Mexico Constitution, known as the "anti-donation clause."

SECTION 6. EDD RESPONSIBILITIES:

EDD shall:

1. Transfer an amount not to exceed one hundred twenty-four thousand dollars ($124,000) from the appropriation to the City for expenditures made to implement the Project; and

2. At its discretion, review and audit the Project if it is deemed to be necessary or desirable.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate when Neptune documents that the required substantive contribution has been provided.

SECTION 8. LIABILITY:

No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, et seq. The Parties may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the Party, as determined by the Party responsible for payment.

SECTION 9. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS:

1. Property purchased under this Agreement for the Project shall remain with the purchasing Party unless otherwise agreed upon.

2. The City shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used, and such other records as EDD may require.

3. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by the City, the City shall return said funds to EDD for disposition in accordance with law.

SECTION 10. STRICT ACCOUNTABILITY:

The City shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 11. REPORTS:

The City shall submit bi-annual reports in May and November of each year during the life of this Agreement to EDD respecting direct and indirect job creation and retention attributable to the State Appropriation and a Final Report EDD on or before the termination of this Agreement. The Final Report shall contain a description of work accomplished, the methods and procedures used, a detailed budget breakdown of expenditures, a description of any problems or delays encountered and the reasons therefore, and such other information as may be requested by EDD.

SECTION 12. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to a Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The Parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

To EDD:

Juan Torres
Economic Development Department

Joseph Montoya Building
1100 St. Francis Drive
Santa Fe, New Mexico 87505
juan.torres@state.nm.us

To the City:
City Manager
1376 E 9th Street
Alamogordo, NM 88310

SECTION 13. AMENDMENTS:

This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 14. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below,

CITY OF ALAMOGORDO, NEW MEXICO

By: ___________________________________

Its: ___________________________________

Date: _________________________________

APPROVED AS TO FORM

By: ___________________________________

Its: Attorney for the City of Alamogordo

ECONOMIC DEVELOPMENT DEPARTMENT

By: ___________________________________

Jon Barela

Its: Cabinet Secretary

Date: _________________________________

By: ___________________________________
Wade Jackson

Its: General Counsel, certifying legal sufficiency

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 28, 2015 **Report Date:** April 17, 2015 **Report No:** _ [redacted] 14

Submitted By: Stephen P. Thies **Approved For Agenda:** ____________________

Subject: Consider, and act upon, the first publication of Ordinance No. 1496 approving a Local Economic Development Project for secured financial assistance proposed by Neptune Aviation

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Fiscal Impact: NA
Amount Budgeted: NA
Fund: NA

Recommendation: Approve Ordinance for first publication

Background: As described in the preceding agenda item, the New Mexico Department of Economic Development has requested the City of Alamogordo to serve as the fiscal agent for an economic development project. The proposed project is intended to assist Neptune in making certain repairs and upgrades to its facility located at the Alamogordo-White Sands Regional Airport to allow Neptune to increase its maintenance activities at the airport. Provided the Commission approves the intergovernmental agreement with the State, the next step in the process is approval of the Project Participation Agreement between the City and Neptune. Beyond the initial processing of the paperwork, the City's future involvement with the project will consist of conducting employment audits every six months for the next three years.

Staff requests approval of the attached Project Participation Agreement which is accomplished by approving the attached ordinance.

Reviewed By:

City Attorney SPT City Clerk RC Community Development_______Community Services________
Finance_______Housing Authority_________Planning _________Personnel ________Public Safety ________
Public Works _________Purchasing ________Assistant City Manager _________

ORDINANCE NO. 1496

APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT FOR SECURED FINANCIAL ASSISTANCE PROPOSED BY NEPTUNE AVIATION

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALAMOGORDO, NEW MEXICO that the following is added to the municipal code:

Pursuant to the City of Alamogordo Economic Development Plan, Ordinance No. 983 and NMSA 1978 Section 5-10-1, et seq. (Local Economic Development Act – "the Act"), the proposed economic development project of Neptune Aviation ("the Company") which is on file with the City Clerk and available for public inspection, is approved for the purposes set forth in NMSA 1978 Section 5-10-1, et seq. and the City of Alamogordo is authorized to enter into a Project Participation Agreement ("The Agreement") with the Company is required by Section 10 of the Act, and in substantially the same form as attached hereto, the terms of which are incorporation herein.

The City Commission finds as follows:

1. The Company is an entity as defined in NMSA 1978, Section 5-10-3G;
2. Under the Agreement, the Company will provide a substantive contribution for the proposed project as described in NMSA 1978, Section 5-10-10B in the form of going concern, a limited tax base, and employment;
3. The Agreement complies with the requirements of the Act and Ordinance No. 983;
4. The benefit of the proposed project to the City of Alamogordo is repayment of the financial assistance through the creation of jobs and other benefits arising from employment and economic activity under the project which

exceeds the cost to the City of providing to the Company the assistance specified in the agreement, and

5. The Agreement complies with the requirements of Section 10 of the Act and is hereby adopted and approved.

BE IT FURTHER ORDAINED, that the Mayor of the City of Alamogordo, New Mexico is authorized and directed to do all things necessary to implement this ordinance that is lawfully adopted.

PASSED, APPROVED AND ADOPTED this _______ day of __________, 2015.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By:_________________________________
Susie Galea, Mayor

ATTEST:

____
Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

____
Stephen P. Thies, City Attorney

PROJECT PARTICIPATION AGREEMENT

THIS PROJECT AGREEMENT dated as of January 13, 2015, entered into by and between the City of Alamogordo, New Mexico a New Mexico municipal corporation (the "City") with its principal place of business being situated in Otero County, New Mexico, and Neptune Aviation Services, Inc., a for profit Montana corporation registered with the New Mexico Public Regulation Commission, whose business address is 2 Corporate Way, Missoula, MT 59808 ("Neptune").

RECITALS

~~A. The purpose of this Agreement is to allow Neptune to make certain repairs and upgrades to its facility located at the Alamogordo-White Sands Regional Airport to allow Neptune to increase its maintenance activities at the airport. Completion of the Project as hereinafter described pursuant to the terms and conditions hereof is in the best interests of the City and the health, safety, and welfare of the residents and the taxpayers of the City of Alamogordo, and is in accord with the public purposes and provisions of applicable state and local laws.~~

WHEREAS, pursuant to the Local Economic Development Act, Sections 5-10-1 to 5-10-13 NMSA 1978 ("LEDA"), the City has adopted Ordinance No. F/S 04-10 (the "LEDA Ordinance"), approving an economic development plan for the City and authorizing the City to consider applications for economic development assistance; and

B. By Ordinance No. 983, adopted August 13, 1996, the City has adopted an ordinance pursuant to the statutory authority conferred upon municipalities to allow public support of economic projects to foster, promote and enhance local economic development efforts (N.M. Stat. Ann. Section 5-10-1 through Section 5-10-13-1978). The Ordinance was adopted as part of the City's Economic Development Plan.

WHEREAS, Schott has submitted to the City an application in the form attached to this Agreement as Exhibit A (the "Schott Application") proposing that, in exchange for certain LEDA assistance described below, Schott will undertake and complete a certain project, which is defined to include the following elements (the "Project").

C. The New Mexico Economic Development Department, hereafter referred to as (the "Department") has chosen to provide a grant of $200,000 to the City to support the Project which in turn will allow Neptune to create new employment opportunities for residents of the City and increased tax revenues resulting from such business development within the City (the "EDD Appropriation").

WHEREAS, Schott, the State of New Mexico (the "State"), the City, the County of Bernalillo, and Forest City Covington/Mesa Del Sol are parties to a certain Memorandum of Understanding dated January 7, 2008 (the "MOU"), in which each party committed, subject to legislative approval in the case of the State and the City, to make certain contributions towards the Project, as defined below; and

C. By Ordinance No. _______, adopted __________, 2015 ("Approval Date"), the City has adopted an Ordinance which establishes that Neptune meets the requirements of the Local Economic Development Act and that Qualifying Entity has provided information pertaining to its intent to make certain repairs and upgrades to its Alamogordo facility which would create an estimated annual payroll of $158,080 during the term of this agreement, an amount necessary to fulfill its obligations to repay the provided Economic Development Incentives during the term of this Agreement (the "Project").

D. A material inducement to City to enter into this Agreement is the agreement by Neptune to increase its maintenance activities at the Airport which would create an estimated five (5) New Jobs with estimated annual payroll of $158,080, and thereafter maintain those jobs over a period of ________ (___) years, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Neptune to create and thereafter maintain the jobs in accordance with the provisions of this Agreement.

E. Expansion of Neptune's business operations will provide additional jobs and substantially improve the economic conditions in the Otero County in accordance with the purposes and goals of the City's Economic Development Plan.

F. As a condition precedent to its receipt of public assistance, Neptune is required to execute this Project Participation Agreement.

NOW THEREOF, the Parties agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by the Local Economic Development Act, NMSA 1978 §5-10-1 through §5-10-13 (2007) (LEDA), Ordinance No. 983, which established the Alamogordo Economic Development Strategic Plan that promotes economic development projects in the County of Otero; and Ordinance No. ____, which approved the Project. Qualifying Entity's execution and performance of this Agreement constitutes a valid and binding obligation of Neptune in the event Neptune proceeds with the Project. Neptune and, if applicable, each member has full power and authority to execute, deliver and perform, as applicable, this Project Agreement, to make the obligations hereunder, to execute and deliver the Promissory Note and to grant to the City the security as hereinafter described.

2. **Company Contribution.** Neptune will diligently pursue the expansion of its operations at the Facility, the repairs and upgrades to the Facility, and the hiring of employees as contemplated by this Agreement, all in accordance with the schedule and other terms and conditions set forth in this Agreement.

As set forth in the IGA, the City has committed to making a contribution of $500,000 for the benefit of the Project no later than December 31, 2009 (the "2009 City Contribution" and, collectively with the 2008 City Contribution, the "City Contributions"), subject to future appropriation and other approvals or requirements deemed necessary or appropriate by the City.

3. **The State Contribution.**

A. The IGA provides that the Governor of the State will include in the Governor's Capital Outlay Program, on Schott's behalf for use in connection with the Project, $8,000,000 in capital outlay during the 2009 legislative session. If appropriated by the State legislature, these funds are anticipated to be available on or after July 1, 2009. This $8,000,000 appropriation is referred to in this Agreement as the "2010 State Contribution" and, collectively with the 2009 State Contribution, as the "State Contributions." The 2010 State Contribution will be subject to all terms and conditions contained in the state legislation appropriating the 2010 State Contribution. This $7,500,000, together with an additional $500,000 that the State Economic Development Department ("EDD") has designated for the Project in the 2009 State fiscal year, which begins on July 1, 2008 and ends on June 30, 2015, is referred to in this Agreement as the "2009 State Contribution."

C. Procedure for Disbursement of the State Contribution. The City anticipates that the State Contributions will be delivered to the City for subsequent disbursement to Neptune. Upon receipt, the City will place the State Contributions into a separate account established in connection with the Project, as required by law. If, and only if, the City receives the State Contributions, the City will disburse the State Contributions to Neptune in the following manner:

(i) From time to time, Neptune will submit to the City a request for disbursement ("State Disbursement Request") of a portion of the State Contribution to reimburse Neptune for statutorily eligible expenses of the Project, including building and infrastructure expenses necessary to implement the Project (collectively, "Qualified Expenses"). The State Disbursement Request will include copies of itemized invoices from contractors and certification of payment by an authorized representative of Neptune.

(ii) The City will process each State Disbursement Request within a reasonable time after receipt of a complete State Disbursement Request, but no later than thirty (30) days. If the City reasonably requires additional information to determine that the expenses for which reimbursement is sought are Qualified Expenses, it will promptly request such information from Neptune. Upon receipt of sufficient confirming information from Neptune, the City will process the request and disburse the amount requested for Qualified Expenses.

(iv) Neptune acknowledges that, if the State Contributions are not disbursed to the City in advance of Neptune's requests for reimbursement, but instead are disbursed to the City in response to the submission of State Disbursement Requests by Neptune to the City and by the City to the State, then processing of reimbursements may take longer than would be the case if the City received the State Contributions in advance. The City will use commercially reasonable efforts to process the State Disbursement Requests in a timely manner, and processing will take no longer than 90 days from the date of receipt by the City of the requested funds from the State or the date of receipt by the City of a complete State Disbursement Request from Neptune, whichever is later.

Time Commitment. Neptune will commence the repairs and upgrades to the Facility within ______ after adoption of the Project Ordinance and will complete the repairs and upgrades no later than _______________, 2015. Neptune will operate the facility in the manner contemplated by this Agreement at least through ____________________, 201__.

Job Commitment and Clawbacks.

A. Number of Jobs. Schott will create, and hire employees for, the following minimum total number of Jobs (i.e., employment positions consisting of no fewer than 32 hours of work per week and offering the employee the full range of benefits offered to other similarly situated Schott employees from time to time) in accordance with the following schedule:

Date Total Number of Jobs (cumulative)

B. Wages and Benefits. Schott anticipates that the Jobs will fall within the wage ranges and will come with the benefits shown on Exhibit C. However, failure to meet the wage and benefit projections shown on Exhibit C shall not constitute an Event of Default or a Failure to Construct Event of Default (defined below) or form the basis for any clawback payment.

C. Performance Clawbacks. If, by December 15 of any year from 2009 through 2013, Schott does not then employ employees in Jobs (as defined above) totaling at least eighty percent (80%) of the number set forth above with respect to such year, then Schott will promptly repay to the City ten percent (10%) of the amount of the City Contributions, less the amount that was contributed by offsetting application and permit fees pursuant to Section 4.C of this Agreement, as the City's exclusive remedy under this Agreement for such failure to meet the projected employment number. This test shall be applied in each of such years, regardless of whether or not the test was met in any prior year. Schott will notify the City by January 31 in the years 2010 through 2014 of the number of persons employed in Jobs (as defined above) as of December 15 of the previous year. If such employees total fewer than eighty percent (80%) of the amount projected for such year and Schott believes Business Climate Changes were the cause for its failure to meet projections, Schott will so advise the City in writing by January 31 in such years, describing the Business Climate Changes in detail. "Business Climate Changes" means substantive changes in the solar module or receiver tube market that cause a significant decrease in the amount of sales Schott is able to achieve in the United States. (The shifting of Schott's production to another North American facility, by itself, will not constitute a Business Climate Change.)

If the City determines that significant Business Climate Changes affect Schott's ability to maintain employment levels, it may waive or modify the "clawback" described above. The City will notify Schott of its decision by February 28 following Schott's request for a waiver or modification. Any performance clawback due to the City will be paid by March 15 in the year following the December 15 on which the employment projections were not satisfied. If Schott does not attribute the failure to meet employment projections to Business Climate Changes, the payment of any performance clawback due to the City will be submitted to the City with the notification of the number of jobs, but no later than January 31 in the year following the December 15 on which the employment projections were not satisfied.

D. Facility Closure Clawback. Should Schott cease operation of the Project (i.e., cease to manufacture and sell products from the Building) on or before December 31, 2018, Schott shall, within ninety (90) days of the cessation of operations, pay to the City, in cash, an amount equal to twenty-five percent (25%) of the City Contributions, less the amount that was contributed by offsetting application and permit fees pursuant to Section 4.C of this Agreement, as the City's exclusive remedy under this Agreement for such premature cessation of operation of the Project. Notwithstanding the foregoing, the City may have and may exercise any remedies available to it under the Lease following a facility closure.

E. Unpaid Payments. Any clawbacks not paid when due shall bear interest at the rate of prime plus 2% per annum from the due date until paid.

8. Security Interest. To secure the performance of its obligations under this Agreement and any other agreement between Schott and the City, including a lease agreement entered into in connection with the issuance of industrial revenue bonds, Schott will grant to the City a mortgage on Schott's interest in the Building and the real property described in Exhibit D to this Agreement, subject only to the Lease and a mortgage to Forest City Covington/Mesa del Sol securing the balance of the purchase price of the Real Property, together with a first priority security interest in the accounts in which the City Contributions and State Contributions are deposited and all furniture, fixtures and equipment located in the Building or on the Real Property and used in connection with the Project. Schott will execute and deliver any documents reasonably requested by the City to evidence the grant of such mortgage and security interest (including a mortgage and security agreement), and Schott authorizes the City to file any instruments in the public record that the City deems necessary to perfect such security interest, now or in the future. If no amounts are then owed by Schott to the City pursuant to this Agreement and the Project is still operating on December 31, 2018, this security interest will terminate on such date. If amounts then are or will be payable pursuant to this Agreement, then the security will terminate on such other date upon which Schott and the City agree in writing that Schott has successfully completed its obligations under this Agreement. Upon termination of the security interest, the City shall terminate any instruments in the public record that the City filed to perfect its security interests.

2. **Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise, the following terms have the meanings assigned to them:

"Approval Date" means _____________, 2015.

"Facility" shall mean the Qualified Entity's Alamogordo facilities located on Lease Area E1-A, consisting of approximately 65,460 square feet, at the Alamogordo-White Sands Regional Airport, 3500 Airport Road, Alamogordo, New Mexico, as shown on the attached Exhibit "A", said lease area being located in Section 14, T17S, R9E, NMPM, Otero County, New Mexico.

"Project Period" shall consist of a _____ month period commencing on the Funding Date and ending 36 months later during which the Qualified Entity is obligated to create ____ jobs with a total estimated annual payroll of $_______________.

"Real Property" shall mean that real property located adjacent to Highway 54, Orogrande, New Mexico, and legally described on the attached Exhibit "A", which is the subject of the above described Purchase Agreement.

3. Qualifying Entity's Obligations. The Qualified Entity acknowledges that a material inducement for the City to act as the fiscal agent for the $750,000 EDD Appropriation described in the *Intergovernmental Agreement Between the New Mexico Economic Development Department and the City of Alamogordo*, a copy of which shall be attached as Exhibit "A", and enter into this Project Agreement is the agreement by Qualifying Entity to locate its Facility in Otero County and create and maintain the number of full-time jobs as hereinafter described within the County for a period of 36 months. Therefore, in consideration of the City's participation in the Project, if Qualifying Entity proceeds with the Project and accepts the EDD Appropriation from the City pursuant to this Agreement, Qualifying Entity agrees that the following performance guidelines shall be met:

(a) <u>Acquisition of Real Property</u>. No later than the Funding Date, Qualifying Entity shall acquire the Real Property to allow for the construction of a plant to process garnet material into clean blasting and water jet cutting products, and shall thereafter diligently pursue such construction to completion. In the event that Qualifying Entity fails to close on the purchase of the Real Property by the Funding Date, this Agreement shall terminate and be of no further effect.

(b) <u>Employment Opportunities</u>. Neptune shall create during the Project Period the following jobs with the estimated payroll:

			Number of Jobs Created	
Job Title or Type	Estimated Pay Scale	At Start-up	Beginning of Year 2	Beginning of Year 3
Salaried CEO, VP, Exec. Asst, Plant Mgr, Accountant, etc.	$75,000 - $500,000	10		
Driller	$18.75	1		
Loader Operator	$18.75	1		
Haul Truck Driver	$18.75	2		
Dozer/Grader Operator	$15.00	1		
Water Truck Operator	$15.00	1		
Crusher Operator	$15.00	1		
Foreman	$23.00	1		

			Number of Jobs Created	
Job Title or Type	Estimated Pay Scale	At Start-up	Beginning of Year 2	Beginning of Year 3
Mechanic	$15.00	2		
Laborer	$13.50	1		
Plant Operator	$18.00	2	1	
Plant Helper	$12.50	2	1	
Equipment Operator	$18.00	4	2	
Laboratory, QA, QC	$18.00	1		
Shipping / Receiving Operator	$12.50	1		
Bagging Operator	$18.00	2	4	
Maintenance	$18.00	2	2	
Administrative	$14.50	1		
Security	$14.50	1		
Total No. of Jobs Created				47
Total Estimated Payroll				$2,800,000+

4. **City Obligations.**

(a) The City agrees to contribute the EDD Appropriation consisting of the sum of seven hundred fifty thousand dollars ($750,000) to the Qualified Entity for the Project, subject to receipt by the City of the EDD Appropriation from EDD, which, upon receipt by the City, will be deposited by the City into a separate fund and account of the City.

(b) This Agreement shall not be construed as a commitment, issue or obligation of any specific funds other than those funds to be received by the City from the New Mexico Economic Development Department.

(c) The functions and duties assumed by the City include only those described in this Agreement, and the City is not obligated to act except in accordance with the terms and conditions of this Agreement. The City is under no duty to supervise or inspect the installation or construction contemplated by this Agreement.

5. **Obligation to Repay $750,000 EDD Appropriation**. The Qualified Entity understands and agrees that the failure of Neptune to perform its obligations in accordance with the terms provided in Sections 3(a) and (b) of this Agreement will result in a forfeiture of the $750,000 EDD appropriation. In the event of forfeiture, Neptune agrees to pay to the City the balance of the $750,000 EDD appropriation not otherwise repaid through the creation of jobs. Neptune's obligation to pay to the City the balance of the $750,000 EDD appropriation not otherwise repaid is evidenced by a demand promissory note (Exhibit "B").

6. **Security for Obligations.** Pursuant to § 5-10-10 (C) (2) NMSA 1978, Neptune agrees shall provide to the City as project security the above described demand promissory note (Exhibit "B") in the amount of $750,000.00 secured by a mortgage against the Real Property (Exhibit "C"), which shall be duly recorded at the Otero County Clerk's Office. The note and mortgage will secure Neptune's employment and payroll obligations under this Agreement. The

note shall be due and payable on demand after the expiration of the Project Period if Neptune fails to meet its employment and payroll obligations under this Agreement. The note shall be deemed satisfied and the mortgage will be released on the date Neptune provides evidence satisfactory to the City that it has created 47 jobs with a payroll of $2,800,000 at the Orogrande Facility. If Neptune fails to achieve the required employment and payroll thresholds at the Orogrande Facility by the end of the Project Period, the City may make demand under the note and if the note is not paid on demand, declare a default and foreclose on the mortgage. In the event the City makes demand on the note, the note balance will be deemed to be the lesser of (1) $750,000.00 or (2) an amount calculated as follows:

> The estimated payroll described in paragraph 3(b) minus actual payroll paid prior to the date of demand divided by the estimated payroll multiplied by the amount of the EDD Appropriation. *The difference between the actual payroll paid prior to the date of the demand and the estimated payroll described in paragraph 3(b) multiplied by the amount of the EDD Appropriation.*

For example, if Neptune has an actual payroll of $1,700,000 prior to the demand date, the note balance would be $294,675.

> $2,800,000 minus $1,700,000 = $1,100,000
> $1,100,000 divided by $2,800,000 = 0.3929
> $750,000 times 0.3929 = $294,675

7. **Evidence of Job Creation, Job Audit.** The Qualified Entity acknowledges that an inducement for the City to act as the fiscal agent for the $750,000 EDD Appropriation was the representation in the project application that a minimum of 47 jobs would be created during the Project Period and a minimum of $2,800,000.00 would be paid to employees at the Orogrande Facility. Twice yearly and continuing until such time the Qualified Entity has met its employment and payroll obligations or this Agreement is otherwise terminated, the Qualified Entity shall provide to the City copies of Form ES-903 filed by Neptune during each proceeding six month period with the New Mexico Department of Workforce Solutions, and such other documents and evidence that the City may reasonably require to evaluate Neptune's progress toward achieving its employment and payroll requirements. All information received from Neptune shall be treated in confidence to the fullest extent allowed by law; provided, however, that nothing in the Agreement shall be construed, permit or required the City to circumvent, obstruct, or fail to comply with the New Mexico Inspection of Public Records Act, §§ 14-2-1, *et seq.* (NMSA 1978).

8. **Facility Closure Claw-back.** Should Neptune cease operation of the Project on or before the end of the Project Period, Neptune shall, within ninety (90) days of the cessation of operations, pay to the City, in cash, an amount calculated using the formula described in Paragraph 6(2) above. Any claw-backs not paid when due shall bear interest at the rate of prime plus 2% per annum from the due date until paid.

9. **Term.** The term of this Agreement shall commence on the Funding Date and continue for three (3) years after the Funding Date unless terminated sooner as provided herein. If the term of the Promissory Note is extended for any reason, then the term of this Agreement shall automatically be extended so that the agreements are of the same duration.

10. **Obligation to Perform.** The failure of the City to insist, in any one or more instances, upon performance of any of the terms or covenants of this Agreement shall not be construed as a waiver or relinquishment of the City's right to the future performance of any such terms and covenants, and the obligations of Neptune with respect to such future performance shall continue in full force and effect.

11. **Termination and Recovery of Appropriation.**

(a) Events of Default. The following events shall constitute events of default under this Agreement:

(i) Failure of Neptune to fulfill, in whole or in part, any obligation required by this Agreement.

(ii) Cessation by Neptune of its garnet processing operations in Otero County.

(iii) Filing by Neptune of a petition, case, proceeding, or other action against the City as a debtor under any debtor relief law or seeking appointment of a receiver, trustee, custodian, or liquidator of Neptune.

(iv) The abandonment by Neptune of all or a portion of its Orogrande Facility.

(v) The discovery by the City that any representation, warranty, or covenant made by Neptune in connection with this Agreement was or has become false, materially misleading, erroneous, or breached in any material respect.

(vi) Neptune assigns, sells, hypothecates, or transfers a majority interest in its business entity, whether in a single transaction or a series of transactions. (If Neptune desires to assign, sell, hypothecate, or transfer a majority interest in its business entity, whether in a single transaction or a series of transactions, before expiration of this Agreement, the City retains the right to reject any and all assignments, sales, hypothecations, or transfers of any interest in Neptune's business entity until, in the sole discretion of the City, adequate assurances are given that the assignee, buyer, hypothecatee, or transferee is a qualifying entity under the Alamogordo Economic Development Plan and that terms of this Agreement will be satisfied by the assignee, buyer, hypothecatee, or transferee.)

(b) Qualifying Entity's Response to Default. Upon the occurrence of an event of default by Neptune specified in this Agreement, the City shall notify Neptune in writing that an event of default has occurred under this Agreement. Within thirty (30) days of the receipt of such notice, Neptune shall:

(i) Cause the default to be cured; or

(ii) Furnish a written response indicating:

(1) The factors which caused or contributed, in whole or in part, to the occurrence of default;

(2) The measures Neptune has undertaken to avoid the reoccurrence of default in the future;

(3) Whether any performance measure not achieved can still be achieved in a timeframe acceptable to the City; and

(4) What further action Neptune plans to take to achieve the performance measure in a timeframe acceptable to the City.

(c) City Response to Default. The City staff shall review the response furnished by Neptune and within thirty (30) days from the receipt of such response, recommend to the City Commission whether to modify or terminate this Participation Agreement. Neptune shall have an opportunity to make a presentation to the City Commission at any meeting where such recommendation will be acted upon. The decision of the City Commission will be final and binding. Other than the opportunity for Neptune to make a presentation to the City Commission, in the event of default nothing herein shall be construed to limit in any way the power and authority of the City Commission to terminate this Agreement and to demand immediate repayment of the Economic Incentive, including all interest both accrued and deferred; and to foreclose upon, collect, and recover all collateral pledged by Neptune as security for the Promissory Note if repayment is not made.

12. **Effect of Termination.** Except for any obligations that accrue prior to such termination or except as otherwise provided in this Agreement, which obligations shall survive the termination of this Agreement, other rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable date of termination of this Project Agreement.

13. **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances of this Agreement.

14. **Appropriations.** The performance by the City of any of the terms, covenants, or conditions in this Agreement that the City is obligated to perform shall be subject to the availability of appropriated funds that may be lawfully used for such purpose.

15. **Miscellaneous Provisions:**

(a) If any legal action should be necessary for the enforcement of this Project Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provision of this Agreement, the City shall be entitled to recover its reasonable attorney fees and/or other costs incurred in that action or proceeding in addition to any other relief which the City may be entitled to under the law.

(b) The parties agree that in the event of any dispute, venue for such dispute shall be laid and established in the District court of Otero County, New Mexico and no other.

(c) City and Neptune will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first written.

CITY OF ALAMOGORDO

By:____________________________________
James R. Stahle, Its City Manager

ATTEST:

____
Reneé L. Cantin, City Clerk

OROGRANDE GARNET, LLC

By:____________________________________
____
Its _____________________________

APPROVED AS TO FORM:

____
Stephen P. Thies, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 26, 2015 **Report Date:** April 16, 2015 **Report No:** [redacted] 15

Submitted By: Rachel Hughs **Approved For Agenda:** ______________
Admin. Asst/City Clerk's Office

Subject: Notification of Boards and Committees Vacancies.

Background:

Airport Zoning Board. Two (2) vacancies. Staff Liaison - Jan Wafful
(Opening due to the resignation of Fran Nelson, Paul Vigneault and Randel Wilson)
No nominations received.

Alamogordo Disability Council. Two (2) vacancies. Staff Liaison - Edward Balderrama
(Openings due to the resignation of Bradley Mauger and the passing of Ed Grabman.)
No nominations received.

Cemetery Board. One (1) vacancy. Staff Liaison - Jan Wafful
(Opening due to the passing away of Mary Eastman and the expiring term of Larry T. Rachel)
No nominations received.

Community Development Advisory Committee. Five (5) vacancies. Staff Liaison - Ruben Segura
(Opening due to the expiring term of Bruce Knee, Susan Payne, Tony Alger and Melanie Hall and the resignation of Arthur Alterson.)
No nominations received.

Housing Authority Advisory Board. One (1) vacancy. Staff Liaison - Maggie Paluch
One of the members appointed on December 3rd has not returned his acceptance letter, therefore another person needs to be appointed.
No nominations received.

Parks and Recreation Board. One (1) vacancy. Staff Liaison - Jan Wafful
(Opening due to the expiring term of Lena Wiley)
No nominations received.

Senior Volunteer Programs Advisory Council. Three (3) vacancies. Staff Liaison - Maria Roque
(Openings due to the resignations of William Whitley and Thomas Rich V.)
No nominations received.

Reviewed By:

City Attorney ________City Clerk ________Community Development_______Community Services________
Finance_______Housing Authority_________Planning _________Personnel ________Public Safety ________
Public Works _________Purchasing ________Assistant City Manager _________