



Alamogordo City Commission NOTICE OF MEETING

Addendum to

Regular Meeting Agenda

Tuesday, April 22, 2014 – 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
- VACANT** 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

UNFINISHED BUSINESS

- A-1. Consider, and act upon, a request to reconsider agreement to provide Fuel Industries with the lesser of 100 game cartridges of the Atari’s E.T. the Extra-Terrestrial video game uncovered at the Landfill, or 10% of the total number of working copies of games.**

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 18, 2014

Report No: A-1

Submitted By: Stephen P. Thies

Approved For Agenda: _____

Subject: Request to reconsider agreement to provide Fuel Industries with the lesser of 100 game cartridges of Atari's E.T. the Extra-Terrestrial video game uncovered at the landfill, or 10% of the total number of working copies of games.

Fiscal Impact: NA
Amount Budgeted: NA
Fund: NA

Recommendation: Staff makes no recommendation.

Background: At the April 8th meeting, the City Commission acted on the request of Fuel Industries regarding the number of games that the company could have as a result of the dig at the old landfill. The Commission eventually agreed that Fuel Industries could have the lesser of 100 game cartridges uncovered at the site, or 10% of the total number of working copies of said game. In addition, the company was asked to increase the amount of insurance coverage from one million to three million dollars.

An amendment was drafted to the Location and Use Agreement and sent to the company for review. Fuel Industries subsequently contacted me to ask that the number of games be increased and that two additional companies be added to the agreement. Provided the two other companies are named as parties in the agreement, they were agreeable to 3 million insurance requirement.

As for the two additional companies, they are Lightbox Entertainment, Inc. and Digital Revolution Films, Inc.

Instead of 100 games, Fuel is requesting that they be given the lesser of 250 games or 10% of the games uncovered. In addition, Fuel is requesting that they be given 10% of all other items recovered from the site.

A draft amendment is attached reflecting these terms.

Staff requests direction.

Reviewed By:

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

2ND AMENDMENT TO LOCATION AND USE AGREEMENT

This 2nd Amendment to the Location and Use Agreement between Fuel Industries, Inc., a federal Canadian corporation ("Fuel") and the City of Alamogordo, a New Mexico municipal corporation ("City") is dated effective as of the later of April 22, 2014 or date fully executed by both parties ("Effective Date").

Recitals:

Fuel and City entered into a Location and Use Agreement dated effective May 28, 2013, and amended effective December 1, 2013 (the "Agreement"); and

Fuel desires to amend the Agreement to add Lightbox Entertainment, Inc. and Digital Revolution Films, Inc. as parties to the Agreement; and

Fuel further desires to amend the Agreement to be given the lesser of 250 game cartridges of Atari's E.T. the Extra-Terrestrial video game uncovered at the site, or 10% of the total number of working copies of said game, and 10% of other items uncovered.

City desires to amend the Agreement to require three million dollars in general liability insurance coverage.

Fuel and City now desire to amend the terms of the Agreement as more particularly set forth below:

1. Additional Parties. City and Fuel hereby amend the Agreement to Lightbox Entertainment, Inc. and Digital Revolution Films, Inc. as parties to the Agreement.

2. Section 2, Consideration of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

City hereby grants to Fuel the right to access and use the Property in exchange for: (a) Fuel's agreement to bear all costs and expenses related to said access to the Property; (b) establishment of a security deposit; and (c) Fuel's agreement to hold City harmless from any loss or damage incurred by Fuel or City as a result of Fuel's exercise of such access to and use of the Property. As additional consideration, the City agrees to provide Fuel with the lesser of 100 game cartridges of Atari's E.T. the Extra-Terrestrial video game uncovered at the site, or 10% of the total number of working copies of said game.

3. Section 12, Insurance of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

Fuel will procure and maintain, during the term of the location agreement, comprehensive general liability insurance with a combined single limit of at least three (3) million for personal injury or property damage, naming the City as an additional insured, and will, on request, provide the City with a certificate of said insurance. Fuel shall have or will obtain and maintain the necessary workers' compensation insurance to protect its employees

4. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

5. This Amendment embodies the entire agreement between Fuel and City with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

7. This amendment shall be construed and governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, Fuel and City have executed and delivered this Amendment effective as of the Effective Date.

FUEL INDUSTRIES, INC

Dated: _____

By: _____
Andrew Wing, CEO

NM Taxpayer ID #: _____
Federal Taxpayer ID #: _____

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

Dated: _____

By: _____
James R. Stahle, City Manager

ATTEST:

Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney



Alamogordo City Commission NOTICE OF MEETING

Regular Meeting Agenda

April 22, 2014 – 7:00 pm
City Hall, City Commission Chambers
1376 E. Ninth St.

- Susie Galea** Mayor
- Robert Rentschler**..... Mayor Pro-Tem, District 3
- Jason Baldwin**..... District 1
- Nadia Sikes** District 2
- Jenny Turnbull** District 4
- Al Hernandez**..... District 5
- Vacant** District 6

- Jim Stahle** City Manager
- Stephen Thies** City Attorney
- Renee Cantin** City Clerk

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

DISTRICT 6 CITY COMMISSIONER APPOINTMENT

- 1. Appointment of District 6 City Commissioner.**
- 2. Oath of Office administered by City Clerk Renee Cantin.**

PRESENTATIONS

3. **Presentation by the Alamogordo Promotions Board related to Commission request regarding tourism advertising.**
4. **Presentation of the Quarterly Reports for Otero County Economic Development Council (OCEDC).** *(Mike Espiritu, President & CEO)*

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 Items No. 8, 9, 10, 11, 12 & 13)

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.

5. **Approve Minutes of the April 8, 2014 Regular Meeting of the Alamogordo City Commission.** *(Renee Cantin, City Clerk)*
6. **Approve statement related to the Executive Session of April 8, 2014.** *(Renee Cantin, City Clerk)*
7. **Approve the Lodger's Tax Expenditures for Tourism & Travel.** *(Jan Wafful, Admin. Assistant, Community Services)*
8. **Approve the final publication of Ordinance No. 1464 approving a Local Economic Development Assistance (LEDA) application in the amount of \$250,000 with Federal Research, Science & Technology (FRST), LLC. [Roll call vote required]** *(Renee Cantin, City Clerk)*
9. **Approve the final publication of Ordinance No. 1465 amending Section 3.050 of the Personnel Manual concerning Age Qualifications for Applicants. [Roll call vote required]** *(Renee Cantin, City Clerk)*
10. **Approve the final publication of Ordinance No. 1466 related to Municipal Election Campaign Disclosure. [Roll call vote required]** *(Renee Cantin, City Clerk)*
11. **Approve Resolution No. 2014-17 supporting the Department of Defense position on the SunZia operations at White Sands Missile Range. [Roll call vote required]** *(Susie Galea, Mayor)*
12. **Approve Resolution No. 2014-19 adjusting the Fuel Flowage Fees at the Alamogordo-White Sands Regional Airport.** *(Stephen Thies, City Attorney)*
13. **Approve Resolution No. 2014-20 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 22, 2014. [Roll call vote required]** *(LeeAnn Nichols, Interim Finance Director)*
14. **Approve an Application for Municipal Fire Protection Fund Distribution for Fiscal Year 2015 to be used for supplies, equipment, training, and maintenance expenses for the Alamogordo Fire Department.** *(Mikel Ward, Fire Chief)*
15. **Approve an Agreement with NM Department of Cultural Affairs, New Mexico State Library Division for the Capital Appropriation Project for the Alamogordo Public Library in the amount of \$84,584.04.** *(Matt McNeile, Assistant City Manager)*
16. **Approve the award of Public Works Bid No. 2014-008 to Lee-Sure Pools, Inc related to the Repair Pool Deck – Alamogordo Family Recreation Center project, in an amount not to exceed \$64,305.94, including tax.** *(Brian Cesar, Public Works Director)*

17. **Approve the award of Public Works Bid No. 2014-009 to General Hydronics, Inc. related to Street Paving Preparation 2014 in an amount not to exceed \$258,986.65, including NMGRT.** *(Jason Thomas, City Engineer)*
18. **Approve the award IFB 2014-01 Miscellaneous Foods, Dairy Products, and Items for the Alamogordo Senior Center Nutrition Program, in the amount of \$166,486.41.** *(Matt McNeile, Assistant City Manager)*
19. **Approve Change Order No. 1, RFQ 2013-05, to CDM Smith, Inc. related to the engineering and design services for the 1MGD Interim Desalination Plant project, in an amount not to exceed \$48,674.30, including tax.** *(Brian Cesar, Public Works Director)*

ITEMS REMOVED FROM CONSENT AGENDA

UNFINISHED BUSINESS

- A-1. **Consider, and act upon, a request to reconsider agreement to provide Fuel Industries with the lesser of 100 game cartridges of the Atari's E.T. the Extra-Terrestrial video game uncovered at the Landfill, or 10% of the total number of working copies of games.**
20. **Discussion of problems and potential solutions related to the new intersection on Indian Wells at Washington & Pecan Dr.** *(Robert Rentschler, Mayor Pro-Tem)*
21. **Consider, and act upon, the Selection of top 3 projects and Approve Resolution No. 2014-16 authorizing the submission of a New Mexico Community Development Block Grant Program Application and designating the Mayor to act as signatory authority in all matters pertaining to the municipality's participation in the Community Development Block Grant Program. [Roll call vote required]** *(Ruben Segura, Grants Coordinator)*

NEW BUSINESS

22. **Consider, and act upon, Resolution No. 2014-18 approving an increase in Solid Waste Collection Rates. [Roll call vote required]** *(Armando Ortega, Customer Services Manager)*
23. **Consider, and act upon, a request from the German Air Force related to the billing for Oktoberfest.** *(Matt McNeile, Assistant City Manager)*
24. **Consider, and act upon, an extension to Agreement with Otero County Economic Development Council.** *(Stephen Thies, City Attorney)*
25. **Consider, and act upon, a request to fill a Regular Full-Time Electronics Apprentice position, to be assigned to the Public Works Department.** *(Brian Cesar, Public Works Director)*
26. **Consider, and act upon, a request to fill a Regular Full-Time Heavy Equipment Operator position, to be assigned to the Landfill/Public Works Department.** *(Brian Cesar, Public Works Director)*
27. **Consider, and act upon, a request to fill an open Police Officer position, to be assigned to the Police Department.** *(Robert Duncan, Police Chief)*
28. **Consider, and act upon, a request to fill an open Police Officer position, to be assigned to the Police Department.** *(Robert Duncan, Police Chief)*
29. **Consider, and act upon, a request to fill an open Police Officer position, to be assigned to the Police Department.** *(Robert Duncan, Police Chief)*
30. **Consider, and act upon a request to fill an open Police Officer position by promoting a Sergeant to a Lieutenant (currently open position) and a Police Officer to Sergeant, assigned to the Alamogordo Police Department.** *(Robert Duncan, Police Chief)*

PUBLIC COMMENT *(Continued if needed)*

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

EXECUTIVE SESSION *(Roll Call Vote Required)*

Adjourn into Closed Session in compliance with Section 10-15-1.H, NMSA 1978 (2010 Cumulative Supplement), to discuss:

- **Sale, Acquisition, or Purchase of Real Property (Bloom Property)**

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: Apr. 22, 2014

Report Date: Apr. 9, 2014

Report No: 3

Submitted By: Jan Wafful

CS Admin. Asst./Film Liaison

Approved For Agenda: _____



Subject: Presentation by the Alamogordo Promotions Board related to Commission request regarding tourism advertising.

Background: Bob Flotte and Hayduk and King Advertising, Marketing and PR will be presenting "Tourism Advertising with Social Media Optimization" as requested by the City Commission in their regularly scheduled meeting on March 25, 2014.

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 22, 2014

Report Date: April 10, 2014

Report No: 4

Submitted By: Renee Cantin
City Clerk

Approved For Agenda: 

Subject: Presentation of the Quarterly Reports for Otero County Economic Development Council (OCEDC).

Background: As per the attached agreement (Section 1.2.six), which was signed November 27, 2013, OCEDC is required to give a brief presentation of their Quarterly Report to the Commission. Since the agreement was signed at the end of last year, they will be presenting the following Quarters at this meeting:

- 1st Quarter (July-September 2013)
- 2nd Quarter (October-December 2013)
- 3rd Quarter (January-March 2014)

A schedule of future meeting presentations have been sent to OCEDC for coordination. Because of the deadline to submit agenda items two prior to the meeting, we have suggested a schedule for their reports. The 4th Quarter report will be scheduled for the July 22nd meeting.

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

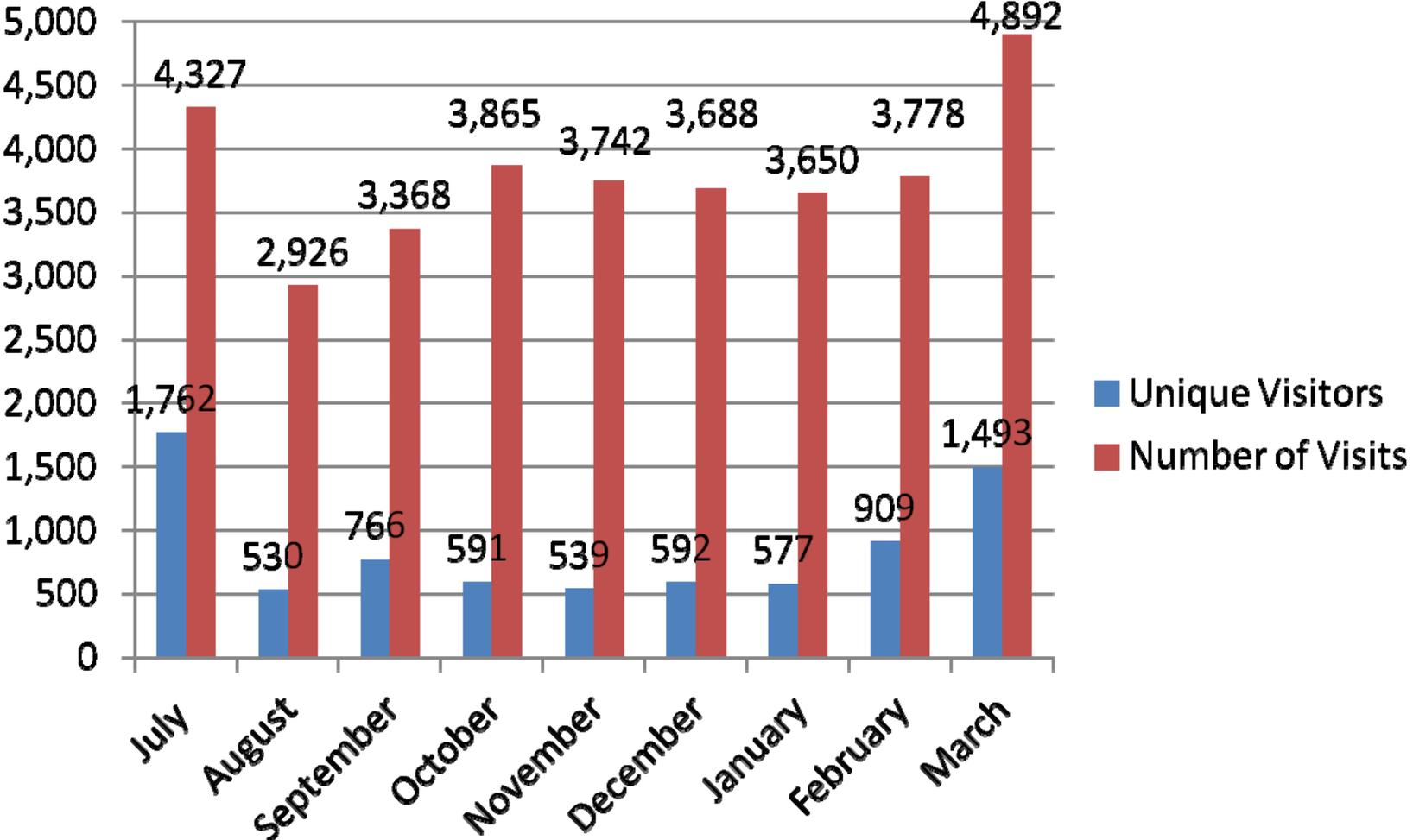
Economic Development Presentation and Quarterly
Update

April 22, 2014



Michael Espiritu
Otero County Economic Development Council
(OCEDC)
President/CEO

Web Site Activity





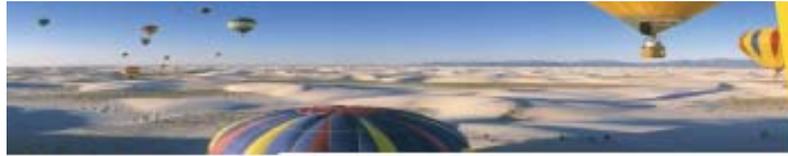
Marketing – Industry Trade Shows and Symposiums

- Association for Unmanned Aerial Vehicles, August 2013
- DCX, NM Museum for Space History, August 2013
- Industrial Asset Management Council (IAMC) September 2013
- National Business Aviation Association, October 2013
- New Mexico High Tech Consortium, October 2013
- Unmanned Systems Tech Analysis and Applications, December 2013
- New Mexico State Legislative Session, January 2014
- Association for Unmanned Aerial Vehicles, Pathfinder, March 2014



Marketing – Sales Missions

- Aerospace and Aviation
 - Alliant Tech Systems
 - Neany
 - Safran USA
 - Qinetiq
 - C2 Technologies
 - EADS North America
 - Orbital Science
 - Silicon Forest Electronics
- Site Selection Companies:
 - Jones, Lang, LaSalle,
 - McGuire Woods Consulting
 - Wise Strategies
 - Systems Modeling and Development



NEW MEXICO
ECONOMIC DEVELOPMENT
GROWING



The Gateway to Innovation and Adventure

OUR FOCUS:

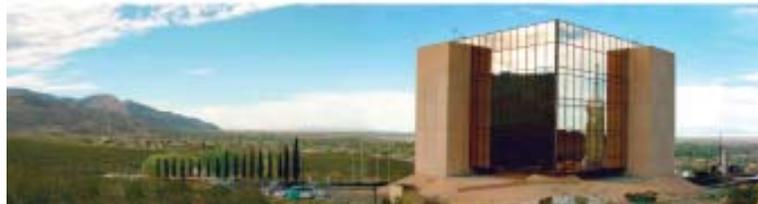
- AVIATION AND AEROSPACE
- RESEARCH & DEVELOPMENT
- LIGHT MANUFACTURING
- RENEWABLE ENERGY TECHNOLOGIES
- VALUE ADDED FOOD PROCESSING
- AGRICULTURE



CONTACT ME:

Michael Espiritu, IOM, President/CEO
1301 N. White Sands Blvd., Alamogordo, NM 88310
phone: 575.434.5882 • fax: 575.437.7139
ocedc@alamogordo.com

WWW.OCEDC.COM





Leads

- New Mexico Partnership
 - 19 Prospective Recruitment Opportunities (7 responded)
- Real Estate/commercial property inquires: 3
- Industry publications: 201
- Local government: 4
- Local community/partners: 3



Other Symposiums, Conferences and Meetings

- NM Rural ED Forum, August 2013
- NM IDEA, October 2013 and January 2014
- NM Joint Veteran's Committee, October 2013
- NM Rural ED Council, July/October 2013, and January/March 2014
- NM Legislative Session, January/February 2014
- NM Partnership Strategic Planning/Board Meetings, October 2013, March 2014
- NM ED Summit, March 2014



Workforce Development

- Partnerships with Alamogordo Public Schools
 - Mentorship Program, linking business with students
 - Freshman Performance Based Learning Program
- New Mexico State University-Alamogordo
 - Small Business Development Center
 - Vocational Trades Advisory Committees
 - Pre-Engineering
 - Bio-Medical Tech
 - Renewable Energies
- Veteran's Job Fair, NM Secretary Tim Hale, November 2013



Current Economic Based Job Businesses

- PreCheck, Inc.,
 - New client creating a additional division, expanding by 30 jobs by the end of May 2014. Currently 120 employees
- Xerox Services
 - 175 employees
- Western Baking Corporation
 - 58 jobs. Currently preparing for global food recertification standards inspection, then back in operations for contractual requirements



Project Updates

- Project Lock
- Project Hunter
- Project Well
- Project VOS
- FRST, now Emerging Technology Ventures, Inc.



Questions



*Otero County Economic Development
Council, Inc.*

1301 N. White Sands Blvd.
Alamogordo, NM 88310
(575) 434-5882 • (575) 437-7139-Fax
www.ocedc@alamogordo.com

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

April 9, 2014

Re: City Contract for Operations with the Otero County Economic Development Council (OCEDC)

Dear Jim,

In review of our current contract agreement with the City of Alamogordo for Operating, the following is provided:

1. Copy of Bonding Agreement, Travelers Indemnity Company of America, from 11-01-13 through 11-01-14, as per paragraph 3, " The OCEDC Agrees that each officer, director and/or employee who handles funds for the OCEDC will be bonded in an amount sufficient to secure funds that the City is providing OCEDC..."
2. Current Profit and Loss Statement information fiscal year (July 1, 2013 to current quarter, March 31, 2014), as per paragraph 6, " The OCEDC will provide a quarterly financial activities report to be filed in the office of the City Manager for public inspection."
3. Copies of website activity are also attached for the Period of January 1-March 31, 2014. Previous months reports were already provided in the January 10, 2014 report to your office.

Any questions, please advise me so we can provide them to you.

Sincerely Yours,


Michael Espiritu, IOM
President/CEO

cc: CM
CC
L. Nichols
S. Boyle
Legal
original: City Clerk

1. Economic Development Web Site. Active website which is easily navigable. Demographic information is available. List of city awards is being compiled for addition onto the site. Identification of public owned, shovel ready sites is being updated with area realtors and property owners. This area is still being updated through coordination with the Otero County Association of Realtors. Incentive packages and materials are already available.
2. Support Services for Existing Businesses.
 - a. Retention rate for existing businesses. Current registered businesses as of February are 1933. We will be tracking this figure monthly, and coupled with the soon to be roll-out of our new Business Retention and Expansion program, will be able to ascertain how our local government is working as well as other community groups to assist business to success.
 - b. Existing employee headcount of economic-based employment businesses:
 - i. PreCheck, Inc.: 120
 - ii. Western Baking Corporation: 58
 - iii. Xerox Services: 175
 - c. Focus group and anecdotal evidence related to business satisfaction with the City of Alamogordo. A complete Business Retention and Expansion Program in coordination with the NM Economic Development department are in progress to assist in identifying industry group business satisfaction.
3. Prospective Company Recruitment.
 - a. Number of trade shows or similar events attended:
 - i. Legislative Reception, Santa Fe, NM January 26-29, 2014
 - ii. AUVSI Pathfinder, Huntsville, AL March 17-21, 2014
 - b. Number of home-grown businesses locating in Alamogordo:
 - i. Project Hunter is still in progress. Manufacturers of hunting decoys, this company is currently reviewing financing, location and equipment requirements. Business plan nearly complete, assisting with Pro-Forma of company financial expectation.
 - ii. Project Lock, a Texas-based company is still considering expansion into Alamogordo. Company is a metals-forming manufacturer which has had challenges at their current location, hindering their expansion plans. Company has been to Alamogordo on several occasions.
 - iii. Project Pole, an Alamogordo company, manufacturing railroad ties and telephone poles. Company is seeking finance options and cheaper manufacturing and logistics processes. Company is still working through details of business structure.

- iv. Project Well, an Alamogordo start-up company, manufactures well sensing devices. They have partnered with a Phoenix, Arizona firm and hope to manufacture their products here for the agricultural and mining industries.
- v. Emerging Technology Ventures (ETV), formerly FRST, Corp., has announced their start-up of their unmanned ground vehicle manufacturing, and is projecting a spring 2014 start of a facility renovation. They conducted a construction bidder's conference on-site at 815 New York for facility upgrade needs September 25 & 26, 2013, and are updating their scope of work to begin contract award of the upgrade. Company has reorganized and is now called Emerging Technologies Ventures, and is considering other land/building options. They will be locating both the unmanned ground and air platforms here. Also, they have been awarded \$250,000 from New Mexico Economic Development Department Capital Outlay funds for building renovation, and are seeking an additional \$250,000 from the City of Alamogordo's Local Economic Development Act funds in exchange for job creation. Company is still negotiating site location.

c. Employee headcount attributed to new businesses:

- i. PreCheck expansion plans to increase up to 200 jobs by the end of 2014.
- ii. ETV, Inc. anticipates employing 24 high wage and high tech jobs over the course of the next several years, with 5-7 their first year.
- iii. Project Hunter could create about 5 new manufacturing jobs.

d. Listing of contacts or potential businesses obtained through serving as the lead contact:

- i. Cliff Hudson, ETV, Inc.
- ii. Miguel Chavez, Project Hunter
- iii. Juan Quintana, Project Pole
- iv. Mike Lisk, Project Well
- v. Ben Garza, Project Lock
- vi. Otis Ferguson, Veteran's Office Solutions
- vii. John Sheffield, Property and land developer/owner
- viii. John Jay Schwartz, Site Consultant, Have Site Will Travel Inc.
- ix. Terry Griffin, Project Manager, Huntsville Advanced Defense Technology Cluster
- x. Joanne Randolph, President/CEO WBCNA
- xi. Greg Pruitt, President, Systems Modeling and Development
- xii. Jay Schmidt, Vice President, Silicon Forest Electronics

4. Marketing Materials Directed Toward Target Businesses. Materials are currently being updated. A new brochure and business packet is being developed. A city approved incentive booklet is also being updated for approval and finally, dissemination to prospective companies. In addition, a new marketing brochure is being created currently for future sales and marketing efforts.



One Tower Square, Hartford, Connecticut 06183

COMMERCIAL CRIME
COVERAGE PART DECLARATIONS

POLICY NO.: X-660-5D884054-TIA-13
ISSUE DATE: 12-12-13

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY OF AMERICA

Declarations Period: From 11-01-13 to 11-01-14 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial Crime Coverage Part consists of this Declarations Form and the Commercial Crime Coverage Form.

EMPLOYEE BENEFIT PLAN(S) INCLUDED AS INSURED(S):

1. INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES:

INSURING AGREEMENTS	LIMIT OF INSURANCE Per Occurrence	DEDUCTIBLE AMOUNT Per Occurrence
1. Employee Theft	\$ 151,000	\$ 500
2. Forgery Or Alteration	\$ 10,000	\$ 500
3. Inside The Premises – Theft Of Money and Securities	NOT COVERED	
4. Inside The Premises – Robbery Or Safe Burglary Of Other Property	NOT COVERED	
5. Outside The Premises	\$ 10,000	\$ 500
6. Computer Fraud	NOT COVERED	
7. Funds Transfer Fraud	NOT COVERED	
8. Money Orders And Counterfeit Paper Currency	NOT COVERED	
If Added by Endorsement, Insuring Agreement(s): INSIDE THE PREMISES - ROBBERY OR SAFE BURGLARY OF MONEY AND SECURITIES	\$ 20,000	\$ 500

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

2. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE LISTED BELOW OR ATTACHED AS A SEPARATE LISTING.

3. CANCELLATION OF PRIOR INSURANCE ISSUED BY US: By acceptance of this Coverage Part you give us notice cancelling prior policy Nos. ; the cancellation to be effective at the time this Coverage Part becomes effective.

Otero County Economic Development Council, Inc.
Profit & Loss Budget Performance
March 2014

	Mar 14	Jul '13 - Mar 14	% of Budget	Annual Budget
Ordinary Income/Expense				
Income				
4000 · 5000 Business Income				
4100 · Contributions (OPS 6000)	6,050.00	40,500.00	81.0%	50,000.00
4200 · City Marketing Fund	0.00	0.00	0.0%	70,000.00
4350 · CCI Grant Reimbursement	0.00	5,000.00	100.0%	5,000.00
4500 · MM & CD Interest Income	0.00	1,098.15	109.82%	1,000.00
4506 · First Nat'l Bank Savings #1250	7.90	31.61	15.81%	200.00
Total 4000 · 5000 Business Income	6,057.90	46,629.76	36.95%	126,200.00
4210 · City Contract-Operations	20,000.00	20,000.00	66.67%	30,000.00
4220 · County Contract Operations	0.00	3,750.00	50.0%	7,500.00
5000 · Otero County Film Office (9000)	1,380.00	1,380.00	46.0%	3,000.00
Total Income	27,437.90	71,759.76	43.05%	166,700.00
Expense				
6000 · Marketing Expenses				
6100 · Personnel				
6101 · President & CEO				
6101.16 · Salary	4,023.10	34,196.35	67.05%	51,000.00
6101.17 · Taxes w/ Held (FICA	307.77	2,616.04	65.4%	4,000.00
6101.18 · Payroll Processing	14.67	122.66	64.56%	190.00
6101.19 · Mileage	735.07	2,754.97	68.87%	4,000.00
Total 6101 · President & CEO	5,080.61	39,690.02	67.06%	59,190.00
Total 6100 · Personnel	5,080.61	39,690.02	67.06%	59,190.00
7000.1 · Business Development Director				
7000.10 · Business Development D	2,518.83	20,545.85	68.49%	30,000.00
7000.11 · Payroll Processing	14.67	122.66	64.56%	190.00
7000.12 · FICA	192.69	1,571.75	68.49%	2,295.00
7000.14 · Insurance	173.62	784.48	39.22%	2,000.00
Total 7000.1 · Business Development D	2,899.81	23,024.74	66.77%	34,485.00
6300 · Office				
6301 · Website	107.63	1,665.10	55.5%	3,000.00
6304 · Postage	25.66	287.88	71.97%	400.00
6305 · Printing	158.56	1,210.38	121.04%	1,000.00
6306 · Miscellaneous	55.94	601.55	60.16%	1,000.00
Total 6300 · Office	347.79	3,764.91	69.72%	5,400.00
6406 · Special Projects				
6406.1 · Telephone	251.75	2,537.66	126.88%	2,000.00
6406.2 · Miscellaneous	1,106.75	1,146.53	28.66%	4,000.00
Total 6406 · Special Projects	1,358.50	3,684.19	61.4%	6,000.00
6407 · Associations/Memberships				

Otero County Economic Development Council, Inc.
Profit & Loss Budget Performance
March 2014

	Mar 14	Jul '13 - Mar 14	% of Budget	Annual Budget
6407.1 · NMIDEA	150.00	650.01	130.0%	500.00
6407.2 · IAMC	1,495.00	1,495.00	100.0%	1,495.00
6407.3 · IEDC	0.00	345.00	100.0%	345.00
6407.4 · ENMEDA	0.00	0.00	0.0%	0.00
6407.5 · NMAAA	0.00	50.00	100.0%	0.00
Total 6407 · Associations/Membership	1,645.00	2,540.01	108.55%	2,340.00
6500 · Advertising, Print Media	0.00	3,000.00	100.0%	3,000.00
6550 · Prospects	0.00	454.99	9.1%	5,000.00
6600 · Tradeshows, Conferences, Mtgs				
6600.10 · Legislative Reception	239.11	464.53	46.45%	1,000.00
6600.13 · MRO North America	0.00	0.00	0.0%	0.00
6600.14 · IAMC	0.00	4,105.87	68.43%	6,000.00
6600.15 · IEDC	0.00	833.94	27.8%	3,000.00
6600.16 · TANM	0.00	0.00	0.0%	500.00
6600.18 · NMIDEA	0.00	1,259.50	62.98%	2,000.00
6600.19 · Rural Forum	0.00	1,768.16	70.73%	2,500.00
6600.20 · Other/Misc	691.26	1,015.58	27.68%	3,669.00
6600.22 · NBAA	0.00	2,853.46	83.93%	3,400.00
6600.23 · ISPCS	0.00	0.00	0.0%	0.00
6600.24 · AUVSI	158.22	1,862.82	46.57%	4,000.00
6600.28 · TAAC	0.00	1,363.63	90.91%	1,500.00
6631 · Sales Missions				
6631.11 · Chicago	0.00	0.00	0.0%	2,000.00
6631.12 · New England Sales	0.00	0.00	0.0%	2,000.00
6631.13 · Dallas Sales Mission	0.00	557.98	22.32%	2,500.00
6631.15 · Washington D.C.	0.00	1,463.72	73.19%	2,000.00
6631.16 · San Diego	0.00	0.00	0.0%	2,500.00
Total 6631 · Sales Missions	0.00	2,021.70	18.38%	11,000.00
Total 6600 · Tradeshows, Conferences	1,088.59	17,549.19	45.5%	38,569.00
Total 6000 · Marketing Expenses	12,420.30	93,708.05	60.86%	153,984.00
7000 · Operations Expenses				
7000.2 · Supplies	0.00	0.00	0.0%	1,000.00
7002.3 · CPA Fees	0.00	1,452.94	103.78%	1,400.00
7002.4 · Corporate Taxes	0.00	0.00	0.0%	100.00
7004 · Board of Directors	1,716.00	2,548.95	115.03%	2,216.00
7005 · Professional Development	0.00	1,246.99	41.57%	3,000.00
Total 7000 · Operations Expenses	1,716.00	5,248.88	68.03%	7,716.00
7006 · Film Expenses				
7006.1 · Desert Lights	0.00	0.00	0.0%	3,000.00
9000 · Film Office	103.38	1,025.53	51.28%	2,000.00
Total 7006 · Film Expenses	103.38	1,025.53	20.51%	5,000.00

Otero County Economic Development Council, Inc.
Profit & Loss Budget Performance
March 2014

	Mar 14	Jul '13 - Mar 14	% of Budget	Annual Budget
8300 - Property Tax	0.00	1,287.44	100.0%	0.00
Total Expense	14,239.68	101,269.90	60.75%	166,700.00
Net Ordinary Income	13,198.22	-29,510.14	100.0%	0.00
Net Income	13,198.22	-29,510.14	100.0%	0.00

OCEDC Web Site Activity January-March 2014

Month	Unique visitors	Number of visits	Pages	Hits
Jan 2014	577	3,650	10,054	27,868
Feb 2014	909	3,778	17,475	35,718
Mar 2014	1,493	4,892	13,802	37,892

Day	Number of visits	Pages	Hits	Bandwidth
01 Jan 2014	115	226	440	7.36 MB
02 Jan 2014	129	262	844	8.53 MB
03 Jan 2014	139	328	695	7.47 MB
04 Jan 2014	109	142	253	2.74 MB
05 Jan 2014	79	143	413	13.72 MB
06 Jan 2014	120	315	951	17.05 MB
07 Jan 2014	166	334	1,223	11.66 MB
08 Jan 2014	139	557	1,882	23.49 MB
09 Jan 2014	96	194	530	5.46 MB
10 Jan 2014	119	253	694	6.76 MB
11 Jan 2014	93	206	750	7.95 MB
12 Jan 2014	76	159	585	5.00 MB
13 Jan 2014	106	293	1,235	13.90 MB
14 Jan 2014	98	225	662	5.78 MB
15 Jan 2014	106	232	823	7.27 MB
16 Jan 2014	107	236	1,110	10.57 MB
17 Jan 2014	97	172	597	5.09 MB
18 Jan 2014	110	171	417	4.10 MB
19 Jan 2014	117	208	324	3.66 MB
20 Jan 2014	141	272	913	10.59 MB
21 Jan 2014	167	635	2,197	28.91 MB
22 Jan 2014	110	202	690	17.65 MB
23 Jan 2014	100	193	931	9.00 MB
24 Jan 2014	121	225	787	17.83 MB
25 Jan 2014	122	495	836	16.00 MB
26 Jan 2014	136	414	912	12.01 MB
27 Jan 2014	119	213	480	13.00 MB
28 Jan 2014	140	1,315	2,332	37.43 MB
29 Jan 2014	148	273	913	17.02 MB
30 Jan 2014	126	950	1,835	39.56 MB
31 Jan 2014	99	211	614	24.98 MB
Average	117	324	898	13.28 MB
Total	3,650	10,054	27,868	411.55 MB

Day	Number of visits	Pages	Hits	Bandwidth
01 Feb 2014	82	120	362	12.65 MB
02 Feb 2014	91	4,888	5,140	64.79 MB
03 Feb 2014	106	1,884	2,682	21.46 MB
04 Feb 2014	105	255	924	23.66 MB

OCEDC Web Site Activity January-March 2014

05 Feb 2014	96	196	695	6.17 MB
06 Feb 2014	103	197	860	11.94 MB
07 Feb 2014	127	295	1,022	10.88 MB
08 Feb 2014	103	265	727	5.63 MB
09 Feb 2014	99	166	598	11.12 MB
10 Feb 2014	400	472	1,196	4.64 MB
11 Feb 2014	164	238	1,071	10.24 MB
12 Feb 2014	121	246	937	8.72 MB
13 Feb 2014	127	300	1,430	19.03 MB
14 Feb 2014	141	287	852	5.52 MB
15 Feb 2014	133	214	841	7.49 MB
16 Feb 2014	126	200	697	8.10 MB
17 Feb 2014	141	2,309	2,711	8.39 MB
18 Feb 2014	141	380	1,326	13.06 MB
19 Feb 2014	136	419	834	7.11 MB
20 Feb 2014	126	1,840	2,836	23.19 MB
21 Feb 2014	147	304	1,186	7.71 MB
22 Feb 2014	133	209	647	11.25 MB
23 Feb 2014	124	202	431	3.78 MB
24 Feb 2014	153	315	1,015	17.04 MB
25 Feb 2014	144	266	802	10.84 MB
26 Feb 2014	144	388	1,562	10.72 MB
27 Feb 2014	130	267	1,111	8.31 MB
28 Feb 2014	135	353	1,223	9.58 MB
Average	134	624	1,275	12.97 MB
Total	3,778	17,475	35,718	363.02 MB

Day	Number of visits	Pages	Hits	Bandwidth
01 Mar 2014	130	329	999	9.89 MB
02 Mar 2014	235	2,467	3,093	23.79 MB
03 Mar 2014	151	365	1,183	10.41 MB
04 Mar 2014	152	641	1,833	22.61 MB
05 Mar 2014	155	383	2,044	18.85 MB
06 Mar 2014	473	813	1,766	11.72 MB
07 Mar 2014	148	304	1,036	15.53 MB
08 Mar 2014	141	328	1,519	13.50 MB
09 Mar 2014	111	241	661	5.45 MB
10 Mar 2014	123	357	1,391	16.81 MB
11 Mar 2014	124	252	752	5.56 MB
12 Mar 2014	140	269	945	9.03 MB
13 Mar 2014	144	351	1,264	9.87 MB
14 Mar 2014	161	346	1,191	14.74 MB
15 Mar 2014	137	326	708	6.30 MB
16 Mar 2014	150	241	831	7.05 MB
17 Mar 2014	188	394	900	6.99 MB
18 Mar 2014	184	368	1,312	12.51 MB

OCEDC Web Site Activity January-March 2014

19 Mar 2014	177	366	1,093	16.59 MB
20 Mar 2014	186	441	1,852	12.32 MB
21 Mar 2014	197	405	1,661	13.36 MB
22 Mar 2014	178	325	1,079	7.52 MB
23 Mar 2014	194	310	894	12.78 MB
24 Mar 2014	222	457	1,245	17.30 MB
25 Mar 2014	198	345	1,048	16.10 MB
26 Mar 2014	194	1,107	3,045	49.62 MB
27 Mar 2014	77	582	1,141	22.37 MB
28 Mar 2014	55	195	401	5.88 MB
29 Mar 2014	56	167	300	4.75 MB
30 Mar 2014	53	125	258	3.46 MB
31 Mar 2014	58	202	447	6.53 MB
Average	157	445	1,222	13.20 MB
Total	4,892	13,802	37,892	409.19 MB

ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT (the “Agreement”) is made and entered into by and between the City of Alamogordo (the “City”), a municipal corporation and political subdivision of the State of New Mexico, and the Otero County Economic Development Council, Inc., (the “Consultant”), a New Mexico non-profit corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Economic Development Services, RFP No. 2013-06; and

WHEREAS, the Consultant submitted a proposal in response to said RFP; and

WHEREAS, The City and the Consultant negotiated certain terms regarding the services to be provided pursuant to RFP No. 2013-06, resulting in the scope of services, performance measures and compensation has hereinafter described; and

WHEREAS, the City wishes to engage the Consultant to provide the economic development services described herein.

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

1.1 Scope of Services. The City hereby engages the Consultant to provide the following economic development services:

- Serve as the first point of contact for economic development services;
- Assess local venues, businesses and developments to develop a cohesive marketing message for the Alamogordo Economic Development Strategic Plan;
- Assess the Consultant’s current marketing materials, website and advertising outlets and their effectiveness in attracting businesses;
- Ensure that the City of Alamogordo is competitive locally and nationally in attracting prospective companies;
- Produce materials that market the City of Alamogordo including a website that caters to existing and prospective businesses and information packets for targeted industries;
- Conduct trend and market analyses; and
- Build mutually beneficial relationships with regional entities engaged in economic development.

1.2 Performance Measures, default by Consultant. Consultant shall substantially perform the following Performance Measures. In the event the Consultant fails to obtain the results described below, the City may provide written notice to the Consultant of the default and specify a reasonable period of time in which the Consultant shall advise the City of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent the City from exercising its right pursuant to Paragraph 2 below.

One: Economic Development Website. The Economic Development website will have, as a minimum, a graphically engaging design, relevant demographic information, a comprehensive list of awards and distinctions received by the City, identification of publicly-owned, shovel-ready sites, incentive packages and materials for targeted businesses, and opportunities and support services for existing businesses.

Performance measure:

- Active website, updated content and easy-to-find content.
- Number of weekly hits on the website.
- Maintain and review community profile with City.

Two: Support Services for Existing Businesses. The City wants to ensure existing businesses thrive and remain or expand in Alamogordo. The Consultant shall solicit continual feedback from existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Alamogordo.

Performance measure:

- Development of business community data
 - Retention rate for existing businesses
 - Existing employee headcount
 - Other data as requested by and coordinated with the City
- Focus group and anecdotal evidence related to existing business satisfaction with the City of Alamogordo
- Creation of an instrument resulting in a report containing anecdotal evidence related to existing businesses

Three: Prospective Company Recruitment. The Consultant shall take steps necessary to ensure that the City of Alamogordo competes at local, state, and national levels for prospective businesses. In addition, the Consultant shall actively promote the City of Alamogordo at the state and national levels, particularly to those types of companies identified in the Alamogordo Economic Development Plan.

Performance measure:

- Number of trade shows or similar events attended
- Number of home grown businesses locating in Alamogordo
- New businesses in Alamogordo
- Employee headcount attributed to new businesses
- Listing of contacts or potential businesses obtained through serving as the lead contact

Five: Marketing Materials Directed Toward Target Businesses. A number of businesses were identified in the Alamogordo Economic Development Strategic Plan. Information that sells the City of Alamogordo to these businesses should be included in all marketing materials. Materials shall be updated annually.

Performance measure:

- Business packets

- Additional promotional materials such as DVDs, etc.
- City approved "incentive booklet" containing highlights on why companies should locate in Alamogordo.

Six: Reports and Presentations to the City Commission. The Consultant shall provide a written report and prepare a brief presentation for the City Commission on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- Written report and presentation on a quarterly basis to City Commission
- Timely updates to City Commission on potential and ongoing projects as necessary

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of the Consultant. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects the Consultant to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development effort.

2. TERM; TERMINATION

2.1 This Agreement shall terminate on June 30, 2014, unless otherwise terminated as provided for herein. The City may extend the term of this contract by a preliminary written notice to the Consultant of its intent to extend at least 60 days before the contract expires for an additional one (1) year period. The preliminary notice does not commit the Consultant to an extension. If the City exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years if the Agreement is less than \$50,000, or exceed eight years if the Agreement exceeds \$50,000.00 or more per fiscal year, as set forth in Section 2-13-200 of the City Purchasing Ordinance.

2.2 Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Consultant such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Consultant shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Consultant may terminate this Agreement at any time with 60 days written notice to the City.

2.3 Upon any termination of this Agreement, the Consultant shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Consultant shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Consultant at the time of such termination, subject to all applicable federal and state law.

2.4 The Consultant shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Consultant's earned but unpaid costs as of the date of such termination.

2.5 Nothing herein shall be construed as relieving the Consultant from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Consultant, and the City may withhold any payments otherwise due to the Consultant as a set-off against all or part of such damages, until such time as the exact amount of damages due the City from the Consultant is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT. For services rendered hereunder, the City will pay Consultant ten percent (10%) of the Economic Development Gross Receipts Tax revenue received during the fiscal year, provided, however, at no time shall the total amount of the monies paid to the Consultant exceed \$70,000, which sum shall include all costs and expenses of any kind (including but not limited to the cost and expense of all labor, supervision, equipment, travel, transportation, tools, supplies, materials, subcontractors, suppliers, consumables, facilities, home office, overhead, direct costs and indirect costs). The Consultant shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice. Payment in subsequent fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

4. RELATIONSHIP OF PARTIES. The Consultant (and each agent, employee and Consultant employed or engaged by the Consultant to fulfill the Consultant's obligations hereunder) shall be an independent contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent Consultants, the Consultant and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE. The Consultant agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Consultant shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS. All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Consultant shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Consultant may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONSULTANTS. The Consultant shall be solely responsible for payment of wages, salary or benefits to any and all employees or Consultants retained by the Consultant in the performance of the Services. Consultant agrees to indemnify, defend and hold

harmless the City for any and all claims that may arise from the Consultant's relationships to its employees and subcontractors.

8. INSURANCE. The Consultant shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees. The Consultant shall provide to the City, a certificate of insurance or declarations page demonstrating compliance with the foregoing.

9. ASSIGNMENT AND DELEGATION. The Consultant shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Consultant's services. Nor shall the Consultant assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Consultant may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Consultant's right to payment hereunder shall bind the City to pay any person other than the Consultant for services provided hereunder.

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

11. APPROPRIATIONS. The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Consultant of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

12. CONFIDENTIALITY. Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City, provided, however, it is understood by the Consultant and the City that the City is a New Mexico municipal corporation and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978.

13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

13.1 In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures.

13.2 The Consultant hereby covenants, warrants and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the generality of the foregoing, the Consultant shall comply with all applicable legal or regulatory

provisions concerning conflicts of interest. The Consultant certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

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

14. **RELEASE; INDEMNITY.** By its receipt of final payment of all amounts due under this Agreement, the Consultant shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Consultant shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Consultant in performing (or omitting to perform) services hereunder.

15. **FORCE MAJEURE.** Neither the City nor the Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

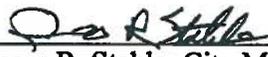
16. **LICENSES.** The Consultant shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Consultant shall require and shall assure that all of the Consultant's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

17. **MERGER; AMENDMENT.** This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

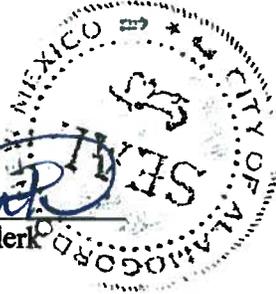
CITY OF ALAMOGORDO, NEW MEXICO

Date 11/27/13

By: 
James R. Stahle, City Manager

ATTEST:


Renee L. Cantin, City Clerk

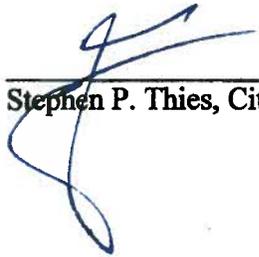


OTERO COUNTY ECONOMIC
DEVELOPMENT COUNCIL, INC.

Date 11/26/13

By: 
Michael Espiritu, President

APPROVED AS TO FORM:


Stephen P. Thies, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 10, 2014

Report No: 5

Submitted By: Reneé Cantin
City Clerk

Approved For Agenda: 

Subject: Approve Minutes of the April 8, 2014 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 _____

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 10, 2014

Report No: 6

Submitted By: Reneé Cantin
City Clerk

Approved For Agenda: 

Subject: Approve statement related to the Executive Session of April 8, 2014.

Recommendation: Approve the following statements and authorize them to be included in the minutes of April 22, 2014: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on April 8, 2014 a Closed Executive Session was held during the Regular Meeting and the matters discussed in the closed meeting were limited only to 1) Sale, Acquisition, or Disposal of Real Property (Washington & First St. realignment/ICC Property) as posted on the agenda."

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

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: Apr. 22, 2014 **Report Date:** Apr. 9, 2014 **Report No:** 7

Submitted By: Jan Wafful **Approved For Agenda:** RS
Community Services Admin. Assistant

Subject: Consider, and act upon, the Lodger's Tax Expenditures for Tourism & Travel.

Fiscal Impact: \$16,400.49
Amount Budgeted: \$138,934.73
Fund: 016

Recommendation: Approve the monthly expenditures for Tourism & Advertising Promotions

Background: The following are a list of the expenditures in need of approval.

Lamar Companies	Monthly Billing INV# 104884647	1,265.00
CallSource	Monthly Billing (800#+1,000minits) INV 20057366	169.06
Comcast Spotlight	Monthly Billing INV# 2097637-4671	2,002.00
Time Warner	Monthly Billing INV# 1023109-11	1,017.17
KJTV – FOX 34	Monthly Billing (Television & Web) INV 39732A-F1	1,981.00
Knight Communications-The Griffon	Military Spring 2014 Ad INV# IN018116	840.00
Group Tour Media	2014 Western Issue INV# SJ42023	3,315.00
IMWRF - 553	Bataan Memorial In-Processing Booth INV# 00045	1,900.00
NM Magazine	2014 NM Vacation Guide Ad INV# 1165-3 Last Pymt	3,911.26

Reviewed By:

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



INVOICE

QUESTIONS? CONTACT 800-334-2236
OR (225) 926-1000

637

CUSTOMER: CITY OF ALAMOGORDO
ADVERTISER: CITY OF ALAMOGORDO

INVOICE NO: 104884647

CUSTOMER
CONTRACT NO:

LAMAR CUSTOMER NO: 174871
LAMAR CONTRACT NO: 1943709

INVOICE DATE: 03/25/2014
DUE DATE: 04/24/2014

MARKET / MEDIA TYPE / DESIGN / LOCATION	CONTRACT SERVICE DATES	PANEL NUMBER	PANEL TAB ID	ILLUM	AMOUNT
4 - CARLSBAD, NM (296-YAR0315) 296-New Mexico/EI Paso Media Type: Bulletins US 285 E/L.58NMP038 MP38.58	3/25/14-4/24/14	10921	138478	No Total Panels:1	297.00
6 - DEMING, NM (296-YAR0315) 296-New Mexico/EI Paso Media Type: Bulletins I 10 S/L.63EMP101 #101.63	3/25/14-4/24/14	1131	138531	Yes Total Panels:1	328.00
18 - RUIDOSO, NM (296-YAR0315) 296-New Mexico/EI Paso Media Type: Bulletins US 70 N/L.23WMP286 MP285.77	3/25/14-4/24/14	10091	138405	No Total Panels:1	384.00
21 - SOCORRO, NM (296-YAR0315) 296-New Mexico/EI Paso Media Type: Bulletins I 25 W/L.22SMP147 MP 146.78	3/25/14-4/24/14	2431	7403956	Yes Total Panels:1	256.00
STATE TAX	COUNTY or PARISH TAX	CITY TAX			AMOUNT
0.00	0.00	0.00			1,265.00

EMITTANCE STUB - Please send this with payment.

Thank you for doing business with Lamar. Your prompt payment of this invoice is greatly appreciated.

TO PAY ONLINE, PLEASE VISIT <http://payments.lamar.com>

000174871104884647000001265003

CUSTOMER

CITY OF ALAMOGORDO
ATTN: JAN WAFFUL
1376 EAST NINTH STREET
ALAMOGORDO, NM 88310

TERMS:
NET 30 DAYS

THIS AMOUNT DUE

1,265.00

US DOLLARS

Lamar Office Use Only

104884647
174871-0

pr:03/25/2014 sc:03/25/2014
ContractPlantAdvertiser

MAIL
PAYMENT TO

LAMAR COMPANIES
P.O. BOX 96030
BATON ROUGE, LA 70896

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

INVOICE

CALLSOURCE
31280 Oak Crest Drive, Suite 3
Westlake Village, CA 91361
tel: 800.500.4433
fax: 888.261.8990
www.callsource.com



20057366
INVOICE NUMBER
3/30/2014
INVOICE DATE
1103711
CUSTOMER NUMBER

B City of Alamogordo
I 1376 E. 9TH ST.
L Alamogordo, NM
L 88310
T
O

S City of Alamogordo
O Attn: K. Jan Wafful
L
D 1379 East 9th Street
T Alamogordo, NM
O 88310

LOCATION	CONTACT	PO Number	ACCOUNT REP.	Industry
City of Alamogordo	Attn: Jan Wafful		House - Select Othe	SELIN
START - END	SERVICE ORDERED			CHARGES
	1 Tracking #s @ \$135 each			135.00
	Includes 1000 minutes per #			0.00
	344 Add'l Minutes @ \$0.099 each			34.06

Thank You

TOTAL 169.06

To ensure proper processing of payment, please include Customer # and Invoice # on your remittance.

PLEASE DETACH AND INCLUDE WITH PAYMENT

Visa Mastercard Discover American Express
Please fax credit card payment information to: 866-403-1155

Credit Card # _____ Exp. Date _____
Month / Year

Full name as listed on card _____

Signature _____ CVV2 # _____

Please bill the specified credit card monthly

Remit To: CALLSOURCE
PO Box 60280
Los Angeles, CA 90060-0280

1103711
CUSTOMER NUMBER
3/30/2014
INVOICE DATE
20057366
INVOICE NUMBER
169.06
AMOUNT DUE



City of
Alamogordo

ACCOUNTS PAYABLE COVER SHEET/ CHECK REQUEST

Finance Inter-Office Form for Accounts Payable

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

City of Alamogordo

[Department Name]

VENDOR NUMBER: _____

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

Jwafful

[Prepared by]

Date of this Request: 04/07/14

Date Check Needed: _____

Next Check Run _____

TO

Comcast Spotlight, LP

[VENDOR Name]

[Attention:Name if appl]

PO Box 742637

[Street Address]

Los Angeles, CA 90074

[City, ST ZIP Code]

303-603-0577

[Phone]

SPECIAL INSTRUCTIONS FOR CHECK PROCESSING:

Copy of check to: _____

Give Check to: _____

Other: _____

IF CONTRACT GIVE TERM (IE: 07/01/07 THRU 06/30/08)		PAYMENT TERMS (ie; Monthly, Quarterly, Semi-Annual)	DUE DATE
LINE ITEM #	PROJECT#	DESCRIPTION	LINE TOTAL
016-0001-419.56-35		30 Sec TV Commercials - CoA - Monthly Billing	\$ 560.00
		Inv#2104671 Web / Media Las Cruces, NM	
		30 Sec TV Commercials - CoA - Monthly Billing	1,442.00
		Inv#2097637 Web / Media Albq., NM	
PURCHASING EXEMPTION AS PER 2-13-270 - (IF NO PO Required:			
Fill in Exemption # here:	<u>5, 9, & 15</u>		

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

SUBTOTAL \$ 2,002.00

SALES TAX

TOTAL \$ 2,002.00

Department Approval: _____

K. San Wafful

Date: 4/07/14

Director Approval (if appl): _____

[Signature]

Date: 4 8 04

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

FINANCE DIRECTOR APPROVAL: _____

Date: _____

COMCAST SPOTLIGHT

INVOICE

Invoice No: INV-2097637
Invoice Date: 30-MAR-14
Invoice Due Date: 29-APR-2014
Page: 1 of 4

218 3 SP 1.400 003

BILL TO:
 CITY OF ALAMOGORDO
 ATTN: JAN WAFFUL
 1376 9TH ST
 ALAMOGORDO NM 88310-5855



REMIT TO:
 COMCAST SPOTLIGHT, LP
 PO BOX 742637
 LOS ANGELES, CA 90074-2637
 (303) 603-0577

AGENCY	AGENCY NO.	AE NAME	AE NO.
N/A	N/A	TERESA FREDERICK	330TF
CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
CITY OF ALAMOGORDO	2320	02-24-14 - 03-30-14	MARCH

SUMMARY SECTION											
LINE	LINE START	LINE END	TIME	NETWORK	REG/RET	SYSCODE	SPOTS ORDERED	SPOTS AIRED		SPOT RATE	TOTAL COST
							N	M			
ORDER NO : 11072682			ESTIMATE NO :			CONTRACT NO : 110949					
PO NO : 4/WEBB/R19			PRODUCT :			PACKAGE :					
20	24-MAR-14	30-MAR-14	UD: 06:00-24:00	WEBB	ABIN	8538	1	1		\$ 1442.00	\$ 1442.00
Order # 11072682 SUBTOTALS :							1	1			\$ 1442.00
CURRENT BILLING CYCLE TOTALS :							1	1			\$ 1442.00
TIME PERIOD DEFINITION: D=DAYPART, UD=USER DAYPART, P=PROGRAM, PG=PROGRAM GROUP, TV=TV PROGRAM.											



INVOICE

Invoice No: INV-2097637
Invoice Date: 30-MAR-14
Invoice Due Date: 29-APR-2014
Page: 3 of 4

AFFIDAVIT TIME CHARGES

Reg/Ret	LINE	NETWORK	DATE	TIME	DESCRIPTION	PROGRAM	LENGTH	RATE
ORDER NO : 11072682		ESTIMATE NO :			CONTRACT NO : 110949			
PO NO : 4/WEBB/R19		PRODUCT :			PACKAGE :			
ABIN / 8538 ABQ DMA INTERACTIVE								
	20	WEBB	03-28-2014	1:17:06 pm	XFINITY.COM NEW	Generic	30	\$ 1442.00
WEBB SUBTOTAL :							1	\$ 1442.00
ABIN Region SUBTOTAL :							1	\$ 1442.00
Order # 11072682 SUBTOTAL :							1	\$ 1442.00
GROSS AFFIDAVIT TIME CHARGES :							1	\$ 1442.00



INVOICE

Invoice No: INV-2097637
Invoice Date: 30-MAR-14
Invoice Due Date: 29-APR-2014
Page: 4 of 4



BILL TO :
CITY OF ALAMOGORDO
ATTN: Jan Wafful
1376 EAST NINTH STREET
ALAMOGORDO, NM 88310

AGENCY	AGENCY NO.	AE NAME	AE NO.
N/A	N/A	TERESA FREDERICK	330TF
CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
CITY OF ALAMOGORDO	2320	02-24-14 - 03-30-14	MARCH

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Invoice Notes

GROSS AIRTIME TOTAL :	\$ 1442.00
GROSS TOTAL :	\$ 1442.00
BALANCE DUE :	\$ 1442.00

PLEASE REMIT TO :
COMCAST SPOTLIGHT, LP
PO BOX 742637
LOS ANGELES, CA 90074-2637
(303) 603-0577

Invoice reflects current month activity
Prepayments will reflect on statement



INVOICE

Invoice No: INV-2097637
Invoice Date: 30-MAR-14
Invoice Due Date: 29-APR-2014
Page: REMITTANCE

BILL TO :

CITY OF ALAMOGORDO
ATTN: Jan Wafful
1376 EAST NINTH STREET
ALAMOGORDO, NM 88310

AGENCY	AGENCY NO.	AE NAME	AE NO.
N/A	N/A	TERESA FREDERICK	330TF
CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
CITY OF ALAMOGORDO	2320	02-24-14 - 03-30-14	MARCH

**PLEASE RETURN THIS PAGE WITH YOUR
REMITTANCE AND REFERENCE YOUR PAYMENT TO
THE INVOICE NUMBER ABOVE**

Invoice Notes

GROSS AIRTIME TOTAL :	\$ 1442.00
GROSS TOTAL :	\$ 1442.00
BALANCE DUE :	\$ 1442.00

PLEASE REMIT TO :

COMCAST SPOTLIGHT, LP
PO BOX 742637
LOS ANGELES, CA 90074-2637
(303) 603-0577

Invoice reflects current month activity
Prepayments will reflect on statement

COMCAST SPOTLIGHT

INVOICE

Invoice No: INV-2104671
Invoice Date: 30-MAR-14
Invoice Due Date: 29-APR-2014
Page: 1 of 4


 218 3 SP 1.400 003

BILL TO :
 CITY OF ALAMOGORDO
 ATTN: JAN WAFFUL
 1376 9TH ST
 ALAMOGORDO NM 88310-5855

REMIT TO :
 COMCAST SPOTLIGHT, LP
 PO BOX 742637
 LOS ANGELES, CA 90074-2637
 (303) 603-0577

AGENCY	AGENCY NO.	AE NAME	AE NO.
N/A	N/A	TERESA FREDERICK	330TF
CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
CITY OF ALAMOGORDO	2320	02-24-14 - 03-30-14	MARCH

SUMMARY SECTION											
LINE	LINE START	LINE END	TIME	NETWORK	REG/RET	SYSCODE	SPOTS ORDERED	SPOTS AIRED		SPOT RATE	TOTAL COST
								N	M		
ORDER NO : 11072688			ESTIMATE NO :			CONTRACT NO : 110945					
PO NO : 4/WEBB/R20			PRODUCT :			PACKAGE :					
20	24-MAR-14	30-MAR-14	UD: 06:00-24:00	WEBB	LCIN	7316	1	1		\$ 560.00	\$ 560.00
Order # 11072688 SUBTOTALS :							1	1			\$ 560.00
CURRENT BILLING CYCLE TOTALS :							1	1			\$ 560.00
TIME PERIOD DEFINITION: D=DAYPART, UD=USER DAYPART, P=PROGRAM, PG=PROGRAM GROUP, TV=TV PROGRAM.											



INVOICE

Invoice No: INV-2104671
Invoice Date: 30-MAR-14
Invoice Due Date: 29-APR-2014
Page: 3 of 4

AFFIDAVIT TIME CHARGES

Reg/Ret	LINE	NETWORK	DATE	TIME	DESCRIPTION	PROGRAM	LENGTH	RATE	
ORDER NO : 11072688		ESTIMATE NO :			CONTRACT NO : 110945				
PO NO : 4/WEBB/R20		PRODUCT :			PACKAGE :				
LCIN / 7316 LAS CRUCES									
INTERACTIVE									
	20	WEBB	03-25-2014	6:15:00 pm	XFINITY.COM NEW	Generic	30	\$ 560.00	
							WEBB SUBTOTAL :	1	\$ 560.00
							LCIN Region SUBTOTAL :	1	\$ 560.00
							Order # 11072688 SUBTOTAL :	1	\$ 560.00
							GROSS AFFIDAVIT TIME CHARGES :	1	\$ 560.00



INVOICE

Invoice No: INV-2104671
Invoice Date: 30-MAR-14
Invoice Due Date: 29-APR-2014
Page: 4 of 4

BILL TO :
CITY OF ALAMOGORDO
ATTN: Jan Wafful
1376 EAST NINTH STREET
ALAMOGORDO, NM 88310

AGENCY	AGENCY NO.	AE NAME	AE NO.
N/A	N/A	TERESA FREDERICK	330TF
CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
CITY OF ALAMOGORDO	2320	02-24-14 - 03-30-14	MARCH

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Invoice Notes

GROSS AIRTIME TOTAL :	\$ 560.00
BALANCE DUE :	\$ 560.00

PLEASE REMIT TO :
COMCAST SPOTLIGHT, LP
PO BOX 742637
LOS ANGELES, CA 90074-2637
(303) 603-0577

Invoice reflects current month activity
Prepayments will reflect on statement



INVOICE

Invoice No: INV-2104671
Invoice Date: 30-MAR-14
Invoice Due Date: 29-APR-2014
Page: REMITTANCE

BILL TO :
CITY OF ALAMOGORDO
ATTN: Jan Wafful
1376 EAST NINTH STREET
ALAMOGORDO, NM 88310

AGENCY	AGENCY NO.	AE NAME	AE NO.
N/A	N/A	TERESA FREDERICK	330TF
CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
CITY OF ALAMOGORDO	2320	02-24-14 - 03-30-14	MARCH

**PLEASE RETURN THIS PAGE WITH YOUR
REMITTANCE AND REFERENCE YOUR PAYMENT TO
THE INVOICE NUMBER ABOVE**

Invoice Notes

GROSS AIRTIME TOTAL :	\$ 560.00
BALANCE DUE :	\$ 560.00

PLEASE REMIT TO :

COMCAST SPOTLIGHT, LP
PO BOX 742637
LOS ANGELES, CA 90074-2637
(303) 603-0577

Invoice reflects current month activity
Prepayments will reflect on statement

TIME WARNER CABLE MEDIA
Attn: Billing Questions
 26683 Network Place
 Chicago, IL 60673-1266
 877-286-7117

INVOICE
Invoice Number: INV-1023109
Invoice Post Date: 02-APR-14
Order Number: 11813015
Page: 1 of 4
Invoice Print Date: 02-APR-14

BILL TO :
CITY OF ALAMOGORDO
Attn: Jan Wafful
 1376 E. 9th Street
 Alamogordo, NM 88310
 (505)439-4353

AGENCY	AGENCY NO.	AE NAME	AE NO.	CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
N/A	N/A	Crawford, Amanda	ACRAW	City of Alamogordo	48013ELP	02-24-14 - 03-30-14	MARCH

INVOICE SUMMARY SECTION

Line No.	Line Start	Line End	Time Period	Network	Reg/Ret	Syscode	No. of Spots Ordered	No. of Spots Aired		Spot Rate	Gross Total
								N	M		
Order No. : 11813015		Contract No. : 809063		PO No. : N/A		Package : N/A		Ext. Order : N/A			
Reference No. : N/A		Estimate No. : N/A		AE Name : Crawford, Amanda		Product : N/A		Ext. Client : N/A			
139	02-24-14	03-02-14	UD: 00:00-23:29	TWCL	DIGE	8734	1.00	1.00		\$9.26	\$9.26
140	03-03-14	03-09-14	UD: 00:00-23:29	TWCL	DIGE	8734	1.00	1.00		\$9.24	\$9.24
141	03-10-14	03-16-14	UD: 00:00-23:29	TWCL	DIGE	8734	1.00	1.00		\$9.24	\$9.24
142	03-17-14	03-23-14	UD: 00:00-23:29	TWCL	DIGE	8734	1.00	1.00		\$9.24	\$9.24
143	03-24-14	03-30-14	UD: 00:00-23:29	TWCL	DIGE	8734	1.00	1.00		\$9.24	\$9.24
165	02-24-14	03-02-14	UD: 00:00-23:29	TWCR	DIGE	8734	1.00	1.00		\$27.75	\$27.75
166	03-03-14	03-09-14	UD: 00:00-23:29	TWCR	DIGE	8734	1.00	1.00		\$27.74	\$27.74
167	03-10-14	03-16-14	UD: 00:00-23:29	TWCR	DIGE	8734	1.00	1.00		\$27.74	\$27.74
168	03-17-14	03-23-14	UD: 00:00-23:29	TWCR	DIGE	8734	1.00	1.00		\$27.74	\$27.74
169	03-24-14	03-30-14	UD: 00:00-23:29	TWCR	DIGE	8734	1.00	1.00		\$27.74	\$27.74
191	02-24-14	03-02-14	UD: 00:00-23:29	TWCT	DIGE	8734	1.00	1.00		\$61.68	\$61.68
192	03-03-14	03-09-14	UD: 00:00-23:29	TWCT	DIGE	8734	1.00	1.00		\$61.64	\$61.64
193	03-10-14	03-16-14	UD: 00:00-23:29	TWCT	DIGE	8734	1.00	1.00		\$61.64	\$61.64
194	03-17-14	03-23-14	UD: 00:00-23:29	TWCT	DIGE	8734	1.00	1.00		\$61.64	\$61.64
195	03-24-14	03-30-14	UD: 00:00-23:29	TWCT	DIGE	8734	1.00	1.00		\$61.64	\$61.64
Order # 11813015 Total :							15.00	15.00			\$493.17
Current Billing Cycle Totals :							15.00	15.00			\$493.17

TIME PERIOD DEFINITION: D=DAYPART, UD=USER DAYPART, P=PROGRAM, PG=PROGRAM GROUP, TV=TV PROGRAM.

TIME WARNER CABLE MEDIA
Attn: Billing Questions
 26683 Network Place
 Chicago, IL 60673-1266
 877-286-7117

INVOICE

Invoice Number: INV-1023109
Invoice Post Date: 02-APR-14
Order Number: 11813015
Page: 2 of 4
Invoice Print Date: 02-APR-14

AGENCY	AGENCY NO.	AE NAME	AE NO.	CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
N/A	N/A	Crawford, Amanda	ACRAW	City of Alamogordo	48013ELP	02-24-14 - 03-30-14	MARCH

COMMERCIAL SUMMARY TOTALS

Spot ID	Spot Title	Retail Unit/Region(s)	Syscode(s)	Network(s)	Total Spots	Total Cost
10836102	Road to Romance	DIGE	8734	TWCL, TWCR, TWCT	9.00	\$295.93
10836103	NM True-Film-Sand-Space	DIGE	8734	TWCL, TWCR, TWCT	6.00	\$197.24
Commercial Summary Totals :					15.00	\$493.17

TIME WARNER CABLE MEDIA
 Attn: Billing Questions
 26683 Network Place
 Chicago, IL 60673-1266
 877-286-7117

INVOICE
 Invoice Number: INV-1023109
 Invoice Post Date: 02-APR-14
 Order Number: 11813015
 Page: 3 of 4
 Invoice Print Date: 02-APR-14

AFFIDAVIT TIME CHARGES

Line	Spot Type	RU/Reg	Syscode	Description	Network	Date	Day	Time	Spot Title	Length	Charged
Order Number : 11813015											
139	N	DIGE	8734	DIGITAL EL PASO	TWCL	03-02-14	SUN	1:10:00 pm	Road to Romance	30	\$9 26
140	N	DIGE	8734	DIGITAL EL PASO	TWCL	03-04-14	TUE	2:28:00 am	NM True-Film-Sand-Space	30	\$9 24
141	N	DIGE	8734	DIGITAL EL PASO	TWCL	03-13-14	THU	3:16:00 pm	Road to Romance	30	\$9 24
142	N	DIGE	8734	DIGITAL EL PASO	TWCL	03-22-14	SAT	4:36:00 am	NM True-Film-Sand-Space	30	\$9 24
143	N	DIGE	8734	DIGITAL EL PASO	TWCL	03-25-14	TUE	5:24:00 pm	Road to Romance	30	\$9 24
TWCL Totals .										5	\$46.22
165	N	DIGE	8734	DIGITAL EL PASO	TWCR	02-26-14	WED	5:15:00 pm	Road to Romance	30	\$27 75
166	N	DIGE	8734	DIGITAL EL PASO	TWCR	03-08-14	SAT	6:35:00 am	NM True-Film-Sand-Space	30	\$27 74
167	N	DIGE	8734	DIGITAL EL PASO	TWCR	03-10-14	MON	7:20:00 pm	Road to Romance	30	\$27 74
168	N	DIGE	8734	DIGITAL EL PASO	TWCR	03-19-14	WED	8:40:00 am	NM True-Film-Sand-Space	30	\$27 74
169	N	DIGE	8734	DIGITAL EL PASO	TWCR	03-28-14	FRI	9:30:00 pm	Road to Romance	30	\$27 74
TWCR Totals .										5	\$138.71
191	N	DIGE	8734	DIGITAL EL PASO	TWCT	03-02-14	SUN	9:20:00 pm	Road to Romance	30	\$61 68
192	N	DIGE	8734	DIGITAL EL PASO	TWCT	03-04-14	TUE	10:40:00 am	NM True-Film-Sand-Space	30	\$61 64
193	N	DIGE	8734	DIGITAL EL PASO	TWCT	03-14-14	FRI	10:55:00 pm	Road to Romance	30	\$61 64
194	N	DIGE	8734	DIGITAL EL PASO	TWCT	03-23-14	SUN	12:45:00 pm	NM True-Film-Sand-Space	30	\$61 64
195	N	DIGE	8734	DIGITAL EL PASO	TWCT	03-25-14	TUE	2:05:00 am	Road to Romance	30	\$61 64
TWCT Totals .										5	\$308.24
DIGE Retail Unit Totals :										15	\$493.17
Order # 11813015 Totals :										15	\$493.17
Affidavits Totals :										15	\$493.17

TIME WARNER CABLE MEDIA
Attn: Billing Questions
26683 Network Place
Chicago, IL 60673-1266
877-286-7117

INVOICE
Invoice Number: INV-1023109
Invoice Post Date: 02-APR-14
Order Number: 11813015
Page: 4 of 4
Invoice Print Date: 02-APR-14

BILL TO :
CITY OF ALAMOGORDO
Attn: Jan Wafful
1376 E. 9th Street
Alamogordo, NM 88310
(505)439-4353

AGENCY	AGENCY NO.	AE NAME	AE NO.	CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
N/A	N/A	Crawford, Amanda	ACRAW	City of Alamogordo	48013ELP	02-24-14 - 03-30-14	MARCH

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Order Number	Invoice Notes
11813015	

AIRTIME TOTAL :	\$493.17
BALANCE DUE :	\$493.17

PLEASE REMIT TO :

TIME WARNER CABLE MEDIA
Attn: Billing Questions
26683 Network Place
Chicago, IL 60673-1266
877-286-7117

We accept VISA, MC, DISC and AMEX at:
<https://southpayments.twcmedia.com>
Payment Terms: Net due in 30 days

TIME WARNER CABLE MEDIA
Attn: Billing Questions
26683 Network Place
Chicago, IL 60673-1266
877-286-7117

INVOICE
Invoice Number: INV-1023109
invoice Post Date: 02-APR-14
Order Number: 11813015
Page: REMITTANCE
Invoice Print Date: 02-APR-14

BILL TO :
CITY OF ALAMOGORDO
Attn: Jan Wafful
1376 E. 9th Street
Alamogordo, NM 88310
(505)439-4353

AGENCY	AGENCY NO.	AE NAME	AE NO.	CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
N/A	N/A	Crawford, Amanda	ACRAW	City of Alamogordo	48013ELP	02-24-14 - 03-30-14	MARCH

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE AND REFERENCE YOUR PAYMENT TO THE INVOICE NUMBER ABOVE

AIRTIME TOTAL :	\$493.17
BALANCE DUE :	\$493.17

PLEASE REMIT TO :

TIME WARNER CABLE MEDIA
Attn: Billing Questions
26683 Network Place
Chicago, IL 60673-1266
877-286-7117

We accept VISA, MC, DISC and AMEX at:
<https://southpayments.twcmedia.com>
Payment Terms: Net due in 30 days

TIME WARNER CABLE MEDIA
Attn: Billing Questions
 26683 Network Place
 Chicago, IL 60673-1266
 877-286-7117

INVOICE
Invoice Number: INV-1023111
Invoice Post Date: 02-APR-14
Order Number: 11812489
Page: 1 of 6
Invoice Print Date: 02-APR-14

BILL TO :
CITY OF ALAMOGORDO
Attn: Jan Wafful
 1376 E. 9th Street
 Alamogordo, NM 88310
 (505)439-4353

AGENCY	AGENCY NO.	AE NAME	AE NO.	CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
N/A	N/A	Crawford, Amanda	ACRAW	City of Alamogordo	48013ELP	02-24-14 - 03-30-14	MARCH

INVOICE SUMMARY SECTION

Line No.	Line Start	Line End	Time Period	Network	Reg/Ret	Syscode	No. of Spots Ordered	No. of Spots Aired		Spot Rate	Gross Total
								N	M		
Order No. : 11812489		Contract No. : 808583		PO No. : 1Q 2014		Package : N/A		Ext. Order : N/A			
Reference No. : N/A		Estimate No. : N/A		AE Name : Crawford, Amanda		Product : N/A		Ext Client : N/A			
9	02-24-14	03-02-14	UD: 06:00-23:59	ENT	ELPA	0117	4.00	4.00		\$8.00	\$32.00
10	03-03-14	03-09-14	UD: 06:00-23:59	ENT	ELPA	0117	4.00	4.00		\$8.00	\$32.00
11	03-10-14	03-16-14	UD: 06:00-23:59	ENT	ELPA	0117	4.00	4.00		\$8.00	\$32.00
12	03-17-14	03-23-14	UD: 06:00-23:59	ENT	ELPA	0117	4.00	4.00		\$8.00	\$32.00
13	03-24-14	03-30-14	UD: 06:00-23:59	ENT	ELPA	0117	4.00	4.00		\$8.00	\$32.00
22	02-24-14	03-02-14	UD: 06:00-23:59	HLN	ELPA	0117	5.00	5.00		\$3.00	\$15.00
23	03-03-14	03-09-14	UD: 06:00-23:59	HLN	ELPA	0117	5.00	5.00		\$3.00	\$15.00
24	03-10-14	03-16-14	UD: 06:00-23:59	HLN	ELPA	0117	5.00	5.00		\$3.00	\$15.00
25	03-17-14	03-23-14	UD: 06:00-23:59	HLN	ELPA	0117	4.00	4.00		\$3.00	\$12.00
26	03-24-14	03-30-14	UD: 06:00-23:59	HLN	ELPA	0117	5.00	5.00		\$3.00	\$15.00
35	02-24-14	03-02-14	UD: 06:00-23:59	MNBC	ELPA	0117	3.00	3.00		\$2.00	\$6.00
36	03-03-14	03-09-14	UD: 06:00-23:59	MNBC	ELPA	0117	2.00	2.00		\$2.00	\$4.00
37	03-10-14	03-16-14	UD: 06:00-23:59	MNBC	ELPA	0117	2.00	2.00		\$2.00	\$4.00
38	03-17-14	03-23-14	UD: 06:00-23:59	MNBC	ELPA	0117	2.00	2.00		\$2.00	\$4.00
39	03-24-14	03-30-14	UD: 06:00-23:59	MNBC	ELPA	0117	2.00	2.00		\$2.00	\$4.00
48	02-24-14	03-02-14	UD: 06:00-23:59	SYFY	ELPA	0117	7.00	7.00		\$6.00	\$42.00
49	03-03-14	03-09-14	UD: 06:00-23:59	SYFY	ELPA	0117	7.00	7.00		\$6.00	\$42.00
50	03-10-14	03-16-14	UD: 06:00-23:59	SYFY	ELPA	0117	7.00	7.00		\$6.00	\$42.00
51	03-17-14	03-23-14	UD: 06:00-23:59	SYFY	ELPA	0117	7.00	7.00		\$6.00	\$42.00
52	03-24-14	03-30-14	UD: 06:00-23:59	SYFY	ELPA	0117	7.00	7.00		\$6.00	\$42.00
61	02-24-14	03-02-14	UD: 06:00-23:59	TRAV	ELPA	0117	12.00	12.00		\$1.00	\$12.00
62	03-03-14	03-09-14	UD: 06:00-23:59	TRAV	ELPA	0117	12.00	12.00		\$1.00	\$12.00
63	03-10-14	03-16-14	UD: 06:00-23:59	TRAV	ELPA	0117	12.00	12.00		\$1.00	\$12.00
64	03-17-14	03-23-14	UD: 06:00-23:59	TRAV	ELPA	0117	12.00	12.00		\$1.00	\$12.00
65	03-24-14	03-30-14	UD: 06:00-23:59	TRAV	ELPA	0117	12.00	12.00		\$1.00	\$12.00
Order # 11812489 Total :							150.00	150.00			\$524.00
Current Billing Cycle Totals :							150.00	150.00			\$524.00

TIME PERIOD DEFINITION: D=DAYPART, UD=USER DAYPART, P=PROGRAM, PG=PROGRAM GROUP, TV=TV PROGRAM.

TIME WARNER CABLE MEDIA
 Attn: Billing Questions
 26683 Network Place
 Chicago, IL 60673-1266
 877-286-7117

INVOICE

Invoice Number: INV-1023111
 Invoice Post Date: 02-APR-14
 Order Number: 11812489
 Page: 2 of 6
 Invoice Print Date: 02-APR-14

AGENCY	AGENCY NO.	AE NAME	AE NO.	CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
N/A	N/A	Crawford, Amanda	ACRAW	City of Alamogordo	48013ELP	02-24-14 - 03-30-14	MARCH

COMMERCIAL SUMMARY TOTALS

Spot ID	Spot Title	Retail Unit/Region(s)	Syscode(s)	Network(s)	Total Spots	Total Cost
10836102	Road to Romance	ELPA	0117	ENT, HLN, MNBC, SYFY, TRAV	49.00	\$177.00
10836103	NM True-Film-Sand-Space	ELPA	0117	ENT, HLN, MNBC, SYFY, TRAV	51.00	\$174.00
10854017	AL20820 Centennial-Kittinger-No Logo	ELPA	0117	ENT, HLN, MNBC, SYFY, TRAV	26.00	\$93.00
10854018	AL20748 Centennial-Stapp-No Logo	ELPA	0117	ENT, HLN, MNBC, SYFY, TRAV	24.00	\$80.00
Commercial Summary Totals :					150.00	\$524.00

TIME WARNER CABLE MEDIA
 Attn: Billing Questions
 26683 Network Place
 Chicago, IL 60673-1266
 877-286-7117

INVOICE
 Invoice Number: INV-1023111
 Invoice Post Date: 02-APR-14
 Order Number: 11812489
 Page: 3 of 6
 Invoice Print Date: 02-APR-14

AFFIDAVIT TIME CHARGES

Line	Spot Type	RU/Reg	Syscode	Description	Network	Date	Day	Time	Spot Title	Length	Charged
Order Number : 11812489											
9	N	ELPA	0117	El Paso	ENT	02-24-14	MON	11:18:23 pm	Road to Romance	30	\$8 00
9	N	ELPA	0117	El Paso	ENT	02-25-14	TUE	10:19:28 pm	AL20820 Centennial-Kittinger No Logo	30	\$8 00
9	N	ELPA	0117	El Paso	ENT	03-01-14	SAT	8:47:52 am	Road to Romance	30	\$8 00
9	N	ELPA	0117	El Paso	ENT	03-02-14	SUN	5:46:53 pm	NM True-Film-Sand-Space	30	\$8 00
10	N	ELPA	0117	El Paso	ENT	03-04-14	TUE	2:46:49 pm	NM True-Film-Sand-Space	30	\$8 00
10	N	ELPA	0117	El Paso	ENT	03-05-14	WED	4:45:29 pm	AL20748 Centennial-Stapp-No Logo	30	\$8 00
10	N	ELPA	0117	El Paso	ENT	03-06-14	THU	2:21:16 pm	Road to Romance	30	\$8 00
10	N	ELPA	0117	El Paso	ENT	03-07-14	FRI	11:47:37 pm	AL20820 Centennial-Kittinger-No Logo	30	\$8 00
11	N	ELPA	0117	El Paso	ENT	03-13-14	THU	6:08:33 am	NM True-Film-Sand-Space	30	\$8 00
11	N	ELPA	0117	El Paso	ENT	03-14-14	FRI	12:48:09 pm	Road to Romance	30	\$8 00
11	N	ELPA	0117	El Paso	ENT	03-15-14	SAT	10:25:23 pm	Road to Romance	30	\$8 00
11	N	ELPA	0117	El Paso	ENT	03-16-14	SUN	11:21:25 pm	NM True-Film-Sand-Space	30	\$8 00
12	N	ELPA	0117	El Paso	ENT	03-17-14	MON	3:47:10 pm	AL20748 Centennial-Stapp-No Logo	30	\$8 00
12	N	ELPA	0117	El Paso	ENT	03-18-14	TUE	7:47:32 am	AL20820 Centennial-Kittinger-No Logo	30	\$8 00
12	N	ELPA	0117	El Paso	ENT	03-22-14	SAT	7:47:41 am	NM True-Film-Sand-Space	30	\$8 00
12	N	ELPA	0117	El Paso	ENT	03-23-14	SUN	10:17:44 pm	Road to Romance	30	\$8 00
13	N	ELPA	0117	El Paso	ENT	03-24-14	MON	7:38:50 am	Road to Romance	30	\$8 00
13	N	ELPA	0117	El Paso	FNT	03-25-14	TUE	5:49:05 pm	NM True-Film-Sand-Space	30	\$8 00
13	N	ELPA	0117	El Paso	ENT	03-26-14	WED	12:48:06 pm	AL20748 Centennial-Stapp-No Logo	30	\$8 00
13	N	ELPA	0117	El Paso	ENT	03-27-14	THU	7:38:28 am	AL20820 Centennial-Kittinger-No Logo	30	\$8 00
ENT Totals :										20	\$160.00
22	N	ELPA	0117	El Paso	HLN	02-24-14	MON	6:17:09 am	NM True-Film-Sand-Space	30	\$3 00
22	N	ELPA	0117	El Paso	HLN	02-25-14	TUE	1:59:00 pm	AL20748 Centennial-Stapp-No Logo	30	\$3 00
22	N	ELPA	0117	El Paso	HLN	02-26-14	WED	10:29:00 am	Road to Romance	30	\$3 00
22	N	ELPA	0117	El Paso	HLN	02-27-14	THU	9:17:10 am	AL20820 Centennial-Kittinger-No Logo	30	\$3 00
22	N	ELPA	0117	El Paso	HLN	02-28-14	FRI	11:48:31 am	Road to Romance	30	\$3 00
23	N	ELPA	0117	El Paso	HLN	03-05-14	WED	3:54:39 pm	NM True-Film-Sand-Space	30	\$3 00
23	N	ELPA	0117	El Paso	HLN	03-06-14	THU	9:39:56 am	NM True-Film-Sand-Space	30	\$3 00
23	N	ELPA	0117	El Paso	HLN	03-07-14	FRI	3:54:40 pm	AL20748 Centennial-Stapp-No Logo	30	\$3 00
23	N	ELPA	0117	El Paso	HLN	03-08-14	SAT	11:22:41 am	NM True-Film-Sand-Space	30	\$3 00
23	N	ELPA	0117	El Paso	HLN	03-09-14	SUN	1:16:44 pm	Road to Romance	30	\$3 00
24	N	ELPA	0117	El Paso	HLN	03-10-14	MON	7:50:39 am	Road to Romance	30	\$3 00
24	N	ELPA	0117	El Paso	HLN	03-11-14	TUE	10:35:35 pm	NM True-Film-Sand-Space	30	\$3 00
24	N	ELPA	0117	El Paso	HLN	03-12-14	WED	9:36:25 pm	AL20748 Centennial-Stapp-No Logo	30	\$3 00
24	N	ELPA	0117	El Paso	HLN	03-15-14	SAT	1:18:18 pm	AL20820 Centennial-Kittinger-No Logo	30	\$3 00
24	N	ELPA	0117	El Paso	HLN	03-16-14	SUN	2:53:09 pm	NM True-Film-Sand-Space	30	\$3 00
25	N	ELPA	0117	El Paso	HLN	03-17-14	MON	5:45:33 pm	Road to Romance	30	\$3 00
25	N	ELPA	0117	El Paso	HLN	03-18-14	TUE	5:45:22 pm	Road to Romance	30	\$3 00
25	N	ELPA	0117	El Paso	HLN	03-19-14	WED	8:51:45 am	NM True-Film-Sand-Space	30	\$3 00
25	N	ELPA	0117	El Paso	HLN	03-20-14	THU	3:46:50 pm	AL20748 Centennial-Stapp-No Logo	30	\$3 00
26	N	ELPA	0117	El Paso	HLN	03-26-14	WED	9:41:53 am	AL20820 Centennial-Kittinger-No Logo	30	\$3 00
26	N	ELPA	0117	El Paso	HLN	03-27-14	THU	12:59:00 pm	NM True-Film-Sand-Space	30	\$3 00
26	N	ELPA	0117	El Paso	HLN	03-28-14	FRI	2:46:42 pm	Road to Romance	30	\$3 00
26	N	ELPA	0117	El Paso	HLN	03-29-14	SAT	5:52:46 pm	Road to Romance	30	\$3 00
26	N	ELPA	0117	El Paso	HLN	03-30-14	SUN	6:13:14 pm	NM True-Film-Sand-Space	30	\$3 00
HLN Totals :										24	\$72.00
35	N	ELPA	0117	El Paso	MNBC	02-24-14	MON	11:48:41 am	AL20820 Centennial-Kittinger-No Logo	30	\$2 00
35	N	ELPA	0117	El Paso	MNBC	02-27-14	THU	11:26:57 pm	Road to Romance	30	\$2 00
35	N	ELPA	0117	El Paso	MNBC	03-01-14	SAT	2:15:10 pm	NM True-Film-Sand-Space	30	\$2 00
36	N	ELPA	0117	El Paso	MNBC	03-05-14	WED	5:36:09 pm	NM True-Film-Sand-Space	30	\$2 00
36	N	ELPA	0117	El Paso	MNBC	03-09-14	SUN	7:10:25 pm	AL20748 Centennial-Stapp-No Logo	30	\$2 00
37	N	ELPA	0117	El Paso	MNBC	03-10-14	MON	2:13:55 pm	AL20820 Centennial-Kittinger-No Logo	30	\$2 00
37	N	ELPA	0117	El Paso	MNBC	03-15-14	SAT	2:30:38 pm	NM True-Film-Sand-Space	30	\$2 00
38	N	ELPA	0117	El Paso	MNBC	03-17-14	MON	7:21:46 pm	Road to Romance	30	\$2 00
38	N	ELPA	0117	El Paso	MNBC	03-21-14	FRI	9:49:50 am	Road to Romance	30	\$2 00
39	N	ELPA	0117	El Paso	MNBC	03-28-14	FRI	6:23:30 am	AL20820 Centennial-Kittinger-No Logo	30	\$2 00
****Exception: MGS											
39	N	ELPA	0117	El Paso	MNBC	03-30-14	SUN	10:54:06 pm	AL20748 Centennial-Stapp-No Logo	30	\$2 00
MNBC Totals :										11	\$22.00
48	N	ELPA	0117	El Paso	SYFY	02-24-14	MON	9:23:03 am	Road to Romance	30	\$6 00
48	N	ELPA	0117	El Paso	SYFY	02-25-14	TUE	3:11:36 pm	NM True-Film-Sand-Space	30	\$6 00
48	N	ELPA	0117	El Paso	SYFY	02-26-14	WED	1:43:38 pm	NM True-Film-Sand-Space	30	\$6 00
48	N	ELPA	0117	El Paso	SYFY	02-27-14	THU	11:20:55 am	AL20748 Centennial-Stapp-No Logo	30	\$6 00
48	N	ELPA	0117	El Paso	SYFY	02-28-14	FRI	5:54:11 pm	Road to Romance	30	\$6 00
48	N	ELPA	0117	El Paso	SYFY	03-01-14	SAT	5:07:29 pm	AL20820 Centennial-Kittinger-No Logo	30	\$6 00
48	N	ELPA	0117	El Paso	SYFY	03-02-14	SUN	9:22:09 pm	Road to Romance	30	\$6 00
49	N	ELPA	0117	El Paso	SYFY	03-03-14	MON	7:55:42 pm	NM True-Film-Sand-Space	30	\$6 00

TIME WARNER CABLE MEDIA
 Attn: Billing Questions
 26683 Network Place
 Chicago, IL 60673-1266
 877-286-7117

INVOICE
 Invoice Number: INV-1023111
 Invoice Post Date: 02-APR-14
 Order Number: 11812489
 Page: 4 of 6
 Invoice Print Date: 02-APR-14

AFFIDAVIT TIME CHARGES

Line	Spot Type	RU/Reg	Syscode	Description	Network	Date	Day	Time	Spot Title	Length	Charged
Order Number : 11812489											
49	N	ELPA	0117	El Paso	SYFY	03-04-14	TUE	10:54:58 am	NM True-Film-Sand-Space	30	\$6.00
49	N	ELPA	0117	El Paso	SYFY	03-05-14	WED	5:53:16 pm	AL20748 Centennial-Stapp-No Logo	30	\$6.00
49	N	ELPA	0117	El Paso	SYFY	03-06-14	THU	1:36:00 pm	Road to Romance	30	\$6.00
49	N	ELPA	0117	El Paso	SYFY	03-07-14	FRI	10:49:31 pm	AL20820 Centennial-Kitinger-No Logo	30	\$6.00
49	N	ELPA	0117	El Paso	SYFY	03-08-14	SAT	3:16:55 pm	AL20820 Centennial-Kitinger-No Logo	30	\$6.00
49	N	ELPA	0117	El Paso	SYFY	03-09-14	SUN	12:02:27 pm	NM True-Film-Sand-Space	30	\$6.00
50	N	ELPA	0117	El Paso	SYFY	03-10-14	MON	10:08:54 am	Road to Romance	30	\$6.00
50	N	ELPA	0117	El Paso	SYFY	03-11-14	TUE	6:14:23 am	Road to Romance	30	\$6.00
50	N	ELPA	0117	El Paso	SYFY	03-12-14	WED	7:14:32 am	NM True-Film-Sand-Space	30	\$6.00
50	N	ELPA	0117	El Paso	SYFY	03-13-14	THU	3:42:22 pm	AL20748 Centennial-Stapp-No Logo	30	\$6.00
50	N	ELPA	0117	El Paso	SYFY	03-14-14	FRI	5:56:20 pm	AL20820 Centennial-Kitinger-No Logo	30	\$6.00
50	N	ELPA	0117	El Paso	SYFY	03-15-14	SAT	1:30:13 pm	NM True-Film-Sand-Space	30	\$6.00
50	N	ELPA	0117	El Paso	SYFY	03-16-14	SUN	9:22:46 pm	Road to Romance	30	\$6.00
51	N	ELPA	0117	El Paso	SYFY	03-17-14	MON	5:46:16 pm	Road to Romance	30	\$6.00
51	N	ELPA	0117	El Paso	SYFY	03-18-14	TUE	4:54:30 pm	NM True-Film-Sand-Space	30	\$6.00
51	N	ELPA	0117	El Paso	SYFY	03-19-14	WED	3:38:42 pm	AL20748 Centennial-Stapp-No Logo	30	\$6.00
51	N	ELPA	0117	El Paso	SYFY	03-20-14	THU	5:39:18 pm	AL20820 Centennial-Kitinger-No Logo	30	\$6.00
51	N	ELPA	0117	El Paso	SYFY	03-21-14	FRI	7:20:05 am	NM True-Film-Sand-Space	30	\$6.00
51	N	ELPA	0117	El Paso	SYFY	03-22-14	SAT	12:13:45 pm	Road to Romance	30	\$6.00
51	N	ELPA	0117	El Paso	SYFY	03-23-14	SUN	12:53:40 pm	Road to Romance	30	\$6.00
52	N	ELPA	0117	El Paso	SYFY	03-24-14	MON	12:32:48 pm	NM True-Film-Sand-Space	30	\$6.00
52	N	ELPA	0117	El Paso	SYFY	03-25-14	TUE	2:44:07 pm	AL20748 Centennial-Stapp-No Logo	30	\$6.00
52	N	ELPA	0117	El Paso	SYFY	03-26-14	WED	5:21:05 pm	AL20820 Centennial-Kitinger-No Logo	30	\$6.00
52	N	ELPA	0117	El Paso	SYFY	03-27-14	THU	5:24:09 pm	NM True-Film-Sand-Space	30	\$6.00
52	N	ELPA	0117	El Paso	SYFY	03-28-14	FRI	8:53:23 am	Road to Romance	30	\$6.00
52	N	ELPA	0117	El Paso	SYFY	03-29-14	SAT	1:33:38 pm	Road to Romance	30	\$6.00
52	N	ELPA	0117	El Paso	SYFY	03-30-14	SUN	5:55:20 pm	NM True-Film-Sand-Space	30	\$6.00
SYFY Totals :										35	\$210.00
61	N	ELPA	0117	El Paso	TRAV	02-24-14	MON	10:54:14 am	Road to Romance	30	\$1.00
61	N	ELPA	0117	El Paso	TRAV	02-24-14	MON	5:24:03 pm	NM True-Film-Sand-Space	30	\$1.00
61	N	ELPA	0117	El Paso	TRAV	02-25-14	TUE	10:26:32 am	NM True-Film-Sand-Space	30	\$1.00
61	N	ELPA	0117	El Paso	TRAV	02-25-14	TUE	3:55:09 pm	AL20748 Centennial-Stapp-No Logo	30	\$1.00
61	N	ELPA	0117	El Paso	TRAV	02-26-14	WED	10:25:54 am	Road to Romance	30	\$1.00
61	N	ELPA	0117	El Paso	TRAV	02-26-14	WED	10:55:12 pm	AL20820 Centennial-Kitinger-No Logo	30	\$1.00
61	N	ELPA	0117	El Paso	TRAV	02-27-14	THU	1:50:20 pm	Road to Romance	30	\$1.00
61	N	ELPA	0117	El Paso	TRAV	02-27-14	THU	11:23:51 pm	NM True-Film-Sand-Space	30	\$1.00
61	N	ELPA	0117	El Paso	TRAV	02-28-14	FRI	10:24:55 am	NM True-Film-Sand-Space	30	\$1.00
61	N	ELPA	0117	El Paso	TRAV	03-01-14	SAT	1:54:35 pm	AL20748 Centennial-Stapp-No Logo	30	\$1.00
61	N	ELPA	0117	El Paso	TRAV	03-02-14	SUN	9:23:14 am	Road to Romance	30	\$1.00
61	N	ELPA	0117	El Paso	TRAV	03-02-14	SUN	6:23:36 pm	AL20820 Centennial-Kitinger-No Logo	30	\$1.00
62	N	ELPA	0117	El Paso	TRAV	03-03-14	MON	8:55:26 pm	Road to Romance	30	\$1.00
62	N	ELPA	0117	El Paso	TRAV	03-04-14	TUE	1:22:49 pm	NM True-Film-Sand-Space	30	\$1.00
62	N	ELPA	0117	El Paso	TRAV	03-04-14	TUE	10:27:20 pm	NM True-Film-Sand-Space	30	\$1.00
62	N	ELPA	0117	El Paso	TRAV	03-05-14	WED	1:53:43 pm	AL20748 Centennial-Stapp-No Logo	30	\$1.00
62	N	ELPA	0117	El Paso	TRAV	03-05-14	WED	10:27:47 pm	Road to Romance	30	\$1.00
62	N	ELPA	0117	El Paso	TRAV	03-06-14	THU	2:56:44 pm	AL20820 Centennial-Kitinger-No Logo	30	\$1.00
62	N	ELPA	0117	El Paso	TRAV	03-06-14	THU	5:22:49 pm	Road to Romance	30	\$1.00
62	N	ELPA	0117	El Paso	TRAV	03-07-14	FRI	10:26:55 am	NM True-Film-Sand-Space	30	\$1.00
62	N	ELPA	0117	El Paso	TRAV	03-07-14	FRI	3:55:06 pm	NM True-Film-Sand-Space	30	\$1.00
62	N	ELPA	0117	El Paso	TRAV	03-08-14	SAT	9:24:29 am	AL20748 Centennial-Stapp-No Logo	30	\$1.00
62	N	ELPA	0117	El Paso	TRAV	03-08-14	SAT	5:20:00 pm	AL20820 Centennial-Kitinger-No Logo	30	\$1.00
62	N	ELPA	0117	El Paso	TRAV	03-09-14	SUN	5:27:15 pm	NM True-Film-Sand-Space	30	\$1.00
63	N	ELPA	0117	El Paso	TRAV	03-10-14	MON	11:23:32 am	Road to Romance	30	\$1.00
63	N	ELPA	0117	El Paso	TRAV	03-10-14	MON	5:52:26 pm	Road to Romance	30	\$1.00
63	N	ELPA	0117	El Paso	TRAV	03-11-14	TUE	3:53:27 pm	NM True-Film-Sand-Space	30	\$1.00
63	N	ELPA	0117	El Paso	TRAV	03-12-14	WED	10:27:24 am	AL20748 Centennial-Stapp-No Logo	30	\$1.00
63	N	ELPA	0117	El Paso	TRAV	03-13-14	THU	10:56:48 am	AL20820 Centennial-Kitinger-No Logo	30	\$1.00
63	N	ELPA	0117	El Paso	TRAV	03-13-14	THU	3:55:46 pm	NM True-Film-Sand-Space	30	\$1.00
63	N	ELPA	0117	El Paso	TRAV	03-14-14	FRI	10:26:14 am	Road to Romance	30	\$1.00
63	N	ELPA	0117	El Paso	TRAV	03-14-14	FRI	4:55:10 pm	Road to Romance	30	\$1.00
63	N	ELPA	0117	El Paso	TRAV	03-15-14	SAT	8:24:35 am	NM True-Film-Sand-Space	30	\$1.00
63	N	ELPA	0117	El Paso	TRAV	03-15-14	SAT	5:53:26 pm	AL20748 Centennial-Stapp-No Logo	30	\$1.00
63	N	ELPA	0117	El Paso	TRAV	03-16-14	SUN	9:55:45 am	AL20820 Centennial-Kitinger-No Logo	30	\$1.00
63	N	ELPA	0117	El Paso	TRAV	03-16-14	SUN	6:23:35 pm	NM True-Film-Sand-Space	30	\$1.00
64	N	ELPA	0117	El Paso	TRAV	03-17-14	MON	2:25:46 pm	Road to Romance	30	\$1.00
64	N	ELPA	0117	El Paso	TRAV	03-17-14	MON	5:52:39 pm	Road to Romance	30	\$1.00
64	N	ELPA	0117	El Paso	TRAV	03-18-14	TUE	11:56:21 am	NM True-Film-Sand-Space	30	\$1.00
64	N	ELPA	0117	El Paso	TRAV	03-18-14	TUE	5:52:39 pm	AL20748 Centennial-Stapp-No Logo	30	\$1.00
64	N	ELPA	0117	El Paso	TRAV	03-19-14	WED	10:26:50 am	AL20820 Centennial-Kitinger-No Logo	30	\$1.00

TIME WARNER CABLE MEDIA
 Attn: Billing Questions
 26683 Network Place
 Chicago, IL 60673-1266
 877-286-7117

INVOICE
 Invoice Number: INV-1023111
 Invoice Post Date: 02-APR-14
 Order Number: 11812489
 Page: 5 of 6
 Invoice Print Date: 02-APR-14

AFFIDAVIT TIME CHARGES

Line	Spot Type	RU/Reg	Syscode	Description	Network	Date	Day	Time	Spot Title	Length	Charged
Order Number : 11812489											
64	N	ELPA	0117	El Paso	TRAV	03-19-14	WED	5:52:15 pm	NM True-Film-Sand-Space	30	\$1.00
64	N	ELPA	0117	El Paso	TRAV	03-20-14	THU	10:25:29 am	Road to Romance	30	\$1.00
64	N	ELPA	0117	El Paso	TRAV	03-20-14	THU	4:53:32 pm	Road to Romance	30	\$1.00
64	N	ELPA	0117	El Paso	TRAV	03-21-14	FRI	11:19:38 am	NM True-Film-Sand-Space.	30	\$1.00
64	N	ELPA	0117	El Paso	TRAV	03-22-14	SAT	8:55:21 am	AL20748 Centennial-Stapp-No Logo	30	\$1.00
64	N	ELPA	0117	El Paso	TRAV	03-23-14	SUN	2:51:52 pm	AL20820 Centennial-Kittinger-No Logo	30	\$1.00
64	N	ELPA	0117	El Paso	TRAV	03-23-14	SUN	3:52:53 pm	NM True-Film-Sand-Space	30	\$1.00
65	N	ELPA	0117	El Paso	TRAV	03-24-14	MON	2:22:54 pm	Road to Romance	30	\$1.00
65	N	ELPA	0117	El Paso	TRAV	03-25-14	TUE	10:21:19 am	Road to Romance	30	\$1.00
65	N	ELPA	0117	El Paso	TRAV	03-25-14	TUE	3:24:05 pm	NM True-Film-Sand-Space.	30	\$1.00
65	N	ELPA	0117	El Paso	TRAV	03-26-14	WED	12:48:50 pm	AL20748 Centennial-Stapp-No Logo	30	\$1.00
65	N	ELPA	0117	El Paso	TRAV	03-26-14	WED	10:27:59 pm	AL20820 Centennial-Kittinger-No Logo	30	\$1.00
65	N	ELPA	0117	El Paso	TRAV	03-27-14	THU	10:51:33 am	NM True-Film-Sand-Space	30	\$1.00
65	N	ELPA	0117	El Paso	TRAV	03-27-14	THU	5:52:27 pm	Road to Romance	30	\$1.00
65	N	ELPA	0117	El Paso	TRAV	03-28-14	FRI	10:22:43 am	Road to Romance	30	\$1.00
65	N	ELPA	0117	El Paso	TRAV	03-28-14	FRI	5:53:27 pm	NM True-Film-Sand-Space.	30	\$1.00
65	N	ELPA	0117	El Paso	TRAV	03-29-14	SAT	8:20:35 am	AL20748 Centennial-Stapp-No Logo	30	\$1.00
65	N	ELPA	0117	El Paso	TRAV	03-29-14	SAT	3:55:20 pm	AL20820 Centennial-Kittinger-No Logo	30	\$1.00
65	N	ELPA	0117	El Paso	TRAV	03-30-14	SUN	1:22:23 pm	NM True-Film-Sand-Space	30	\$1.00
TRAV Totals :										60	\$60.00
ELPA Retail Unit Totals :										150	\$524.00
Order # 11812489 Totals :										150	\$524.00
Affidavits Totals :										150	\$524.00

TIME WARNER CABLE MEDIA
Attn: Billing Questions
26683 Network Place
Chicago, IL 60673-1266
877-286-7117

INVOICE
Invoice Number: INV-1023111
Invoice Post Date: 02-APR-14
Order Number: 11812489
Page: 6 of 6
Invoice Print Date: 02-APR-14

BILL TO :
CITY OF ALAMOGORDO
Attn: Jan Wafful
1376 E. 9th Street
Alamogordo, NM 88310
(505)439-4353

AGENCY	AGENCY NO.	AE NAME	AE NO.	CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
N/A	N/A	Crawford, Amanda	ACRAW	City of Alamogordo	48013ELP	02-24-14 - 03-30-14	MARCH

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Order Number	Invoice Notes
11812489	

AIRTIME TOTAL :	\$524.00
BALANCE DUE :	\$524.00

PLEASE REMIT TO :

TIME WARNER CABLE MEDIA
Attn: Billing Questions
26683 Network Place
Chicago, IL 60673-1266
877-286-7117

We accept VISA, MC, DISC and AMEX at:
<https://southpayments.twcmedia.com>
Payment Terms: Net due in 30 days

TIME WARNER CABLE MEDIA
Attn: Billing Questions
26683 Network Place
Chicago, IL 60673-1266
877-286-7117

INVOICE
Invoice Number: INV-1023111
Invoice Post Date: 02-APR-14
Order Number: 11812489
Page: REMITTANCE
Invoice Print Date: 02-APR-14

BILL TO :
CITY OF ALAMOGORDO
Attn: Jan Wafful
1376 E. 9th Street
Alamogordo, NM 88310
(505)439-4353

AGENCY	AGENCY NO.	AE NAME	AE NO.	CUSTOMER	CUSTOMER NO.	BILLING CYCLE	MONTH
N/A	N/A	Crawford, Amanda	ACRAW	City of Alamogordo	48013ELP	02-24-14 - 03-30-14	MARCH

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE AND REFERENCE YOUR PAYMENT TO THE INVOICE NUMBER ABOVE

AIRTIME TOTAL :	\$524.00
BALANCE DUE :	\$524.00

PLEASE REMIT TO :

TIME WARNER CABLE MEDIA
Attn: Billing Questions
26683 Network Place
Chicago, IL 60673-1266
877-286-7117

We accept VISA, MC, DISC and AMEX at:
<https://southpayments.twcmedia.com>
Payment Terms: Net due in 30 days

INVOICE SUMMARY



KJTV
 9800 University Avenue
 Lubbock, TX 79423
 Main: (806) 745-3434
 Billing: (806) 748-9305

Invoice #	Invoice Date	Invoice Month	Invoice Period
40171-1	03/31/14	March 2014	03/01/14 - 03/30/14

Station	Account Executive	Sales Office	Sales Region
KJTV	Julie Reecer	Local	Local

Advertiser	Product	Estimate Number
City of Alamogordo (D)	March 2014 Ramar Reward	

Billing Address:

City of Alamogordo (D)
 Attention: Accounts Payable
 Attention: Jan Wafful
 1376 E. 9th Street
 Alamogordo, NM 88310

Flight Dates	Order #	Alt Order #
03/01/14 - 03/31/14	40171	

Billing Calendar	Billing Type	Deal #
Calendar	Cash	

Special Handling
Hand Deliver

Send Payment To:

KJTV
 PO Box 3757
 Lubbock, TX 79452

IDB #	Advertiser Code	Product Code

Station	Invoice Number	Total Spots	Gross Total	Commission	Net Total	Tax 1	Tax 2	Invoice Total
KLCW	40171C-1	10	\$127.00	\$0.00	\$127.00	\$0.00	\$0.00	\$127.00 ✓
KJTV-CD	40171B-1	31	\$400.00	\$0.00	\$400.00	\$0.00	\$0.00	\$400.00 ✓
KMYL	40171D-1	20	\$265.00	\$0.00	\$265.00	\$0.00	\$0.00	\$265.00 ✓
KLBB-LD	40171F-1	9	\$63.00	\$0.00	\$63.00	\$0.00	\$0.00	\$63.00 ✓
KXTQ	40171E-1	15	\$245.00	\$0.00	\$245.00	\$0.00	\$0.00	\$245.00 ✓
KJTV	40171A-1	25	\$881.00	\$0.00	\$881.00	\$0.00	\$0.00	\$881.00 ✓
		110	\$1,981.00	\$0.00	\$1,981.00	\$0.00	\$0.00	\$1,981.00 ✓

Payment Terms 30 Days

INVOICE



KJTV
 9800 University Avenue
 Lubbock, TX 79423
 Main: (806) 745-3434
 Billing: (806) 748-9305

Invoice #	Invoice Date	Invoice Month	Invoice Period
40171A-1	03/31/14	March 2014	03/01/14 - 03/29/14

Station	Account Executive	Sales Office	Sales Region
KJTV	Julie Reecer	Local	Local

Billing Address:

City of Alamogordo (D)
 Attention: Accounts Payable
 Attention: Jan Wafful
 1376 E. 9th Street
 Alamogordo, NM 88310

Advertiser	Product	Estimate Number
City of Alamogordo (D)	March 2014	

Flight Dates	Order #	Alt Order #
03/03/14 - 03/30/14	40171A	

Billing Calendar	Billing Type	Deal #
Calendar	Cash	

Special Handling
Hand Deliver

IDB #	Advertiser Code	Product Code

Agency Ref	Advertiser Ref

Send Payment To:

KJTV
 PO Box 3757
 Lubbock, TX 79452

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/Week	Rate	Type																																																																																																																																																																																																																																																																																																																																																																				
1	03/03/14	03/28/14	Peak Time	530am-9am	MTWTF--	:30	1		NM																																																																																																																																																																																																																																																																																																																																																																				
<table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/03/14</td> <td>03/09/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>12</td> <td>KJTV</td> <td>W</td> <td>03/05/14</td> <td>6:28 AM</td> <td>Peak Time</td> <td>530am-9am</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/10/14</td> <td>03/16/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>9</td> <td>KJTV</td> <td>Tu</td> <td>03/11/14</td> <td>8:01 AM</td> <td>Peak Time</td> <td>530am-9am</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/17/14</td> <td>03/23/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>10</td> <td>KJTV</td> <td>Tu</td> <td>03/18/14</td> <td>8:51 AM</td> <td>Peak Time</td> <td>530am-9am</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/24/14</td> <td>03/30/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>11</td> <td>KJTV</td> <td>Tu</td> <td>03/25/14</td> <td>5:45 AM</td> <td>Peak Time</td> <td>530am-9am</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <!-- Line 2 --> <tr> <td>2</td> <td>03/03/14</td> <td>03/28/14</td> <td>Peak Time</td> <td>5p-6p</td> <td>MTWTF--</td> <td>:30</td> <td>0</td> <td></td> <td>NM</td> </tr> <tr> <td colspan="10"> <table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>8</td> <td>KJTV</td> <td>W</td> <td>03/12/14</td> <td>5:26 PM</td> <td>Peak Time</td> <td>5p-6p</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td>9</td> <td>KJTV</td> <td>W</td> <td>03/19/14</td> <td>5:57 PM</td> <td>Peak Time</td> <td>5p-6p</td> <td>:30</td> <td>NM PROMO SPACE C HD</td> <td></td> <td>NM</td> </tr> </table> </td> </tr> <!-- Line 3 --> <tr> <td>3</td> <td>03/03/14</td> <td>03/28/14</td> <td>Peak Time</td> <td>6p-7p</td> <td>MTWTF--</td> <td>:30</td> <td>0</td> <td></td> <td>NM</td> </tr> <tr> <td colspan="10"> <table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>2</td> <td>KJTV</td> <td>F</td> <td>03/14/14</td> <td>6:57 PM</td> <td>Peak Time</td> <td>6p-7p</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> </table> </td> </tr> <!-- Line 4 --> <tr> <td>4</td> <td>03/03/14</td> <td>03/28/14</td> <td>Peak Time</td> <td>9p-1005p</td> <td>MTWTF--</td> <td>:30</td> <td>0</td> <td></td> <td>NM</td> </tr> <tr> <td colspan="10"> <table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>6</td> <td>KJTV</td> <td>Tu</td> <td>03/11/14</td> <td>9:21 PM</td> <td>Peak Time</td> <td>9p-1005p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>5</td> <td>KJTV</td> <td>Tu</td> <td>03/18/14</td> <td>9:38 PM</td> <td>Peak Time</td> <td>9p-1005p</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> </table> </td> </tr> <!-- Line 5 --> <tr> <td>5</td> <td>03/03/14</td> <td>03/28/14</td> <td>Peak Time</td> <td>1005p-12a</td> <td>MTWTF--</td> <td>:30</td> <td>1</td> <td></td> <td>NM</td> </tr> <tr> <td colspan="10"> <table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/03/14</td> <td>03/09/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> </table> </td> </tr> </table>										Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/03/14	03/09/14	MTWTF--	1						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	12	KJTV	W	03/05/14	6:28 AM	Peak Time	530am-9am	:30	NM True FilmSandSpace HD		NM	Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/10/14	03/16/14	MTWTF--	1						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	9	KJTV	Tu	03/11/14	8:01 AM	Peak Time	530am-9am	:30	NM True FilmSandSpace HD		NM	Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/17/14	03/23/14	MTWTF--	1						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	10	KJTV	Tu	03/18/14	8:51 AM	Peak Time	530am-9am	:30	Road to Romance Final		NM	Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/24/14	03/30/14	MTWTF--	1						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	11	KJTV	Tu	03/25/14	5:45 AM	Peak Time	530am-9am	:30	Road to Romance Final		NM	2	03/03/14	03/28/14	Peak Time	5p-6p	MTWTF--	:30	0		NM	<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>8</td> <td>KJTV</td> <td>W</td> <td>03/12/14</td> <td>5:26 PM</td> <td>Peak Time</td> <td>5p-6p</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td>9</td> <td>KJTV</td> <td>W</td> <td>03/19/14</td> <td>5:57 PM</td> <td>Peak Time</td> <td>5p-6p</td> <td>:30</td> <td>NM PROMO SPACE C HD</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	8	KJTV	W	03/12/14	5:26 PM	Peak Time	5p-6p	:30	NM True FilmSandSpace HD		NM	9	KJTV	W	03/19/14	5:57 PM	Peak Time	5p-6p	:30	NM PROMO SPACE C HD		NM	3	03/03/14	03/28/14	Peak Time	6p-7p	MTWTF--	:30	0		NM	<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>2</td> <td>KJTV</td> <td>F</td> <td>03/14/14</td> <td>6:57 PM</td> <td>Peak Time</td> <td>6p-7p</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	2	KJTV	F	03/14/14	6:57 PM	Peak Time	6p-7p	:30	NM True FilmSandSpace HD		NM	4	03/03/14	03/28/14	Peak Time	9p-1005p	MTWTF--	:30	0		NM	<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>6</td> <td>KJTV</td> <td>Tu</td> <td>03/11/14</td> <td>9:21 PM</td> <td>Peak Time</td> <td>9p-1005p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>5</td> <td>KJTV</td> <td>Tu</td> <td>03/18/14</td> <td>9:38 PM</td> <td>Peak Time</td> <td>9p-1005p</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	6	KJTV	Tu	03/11/14	9:21 PM	Peak Time	9p-1005p	:30	Road to Romance Final		NM	5	KJTV	Tu	03/18/14	9:38 PM	Peak Time	9p-1005p	:30	NM True FilmSandSpace HD		NM	5	03/03/14	03/28/14	Peak Time	1005p-12a	MTWTF--	:30	1		NM	<table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/03/14</td> <td>03/09/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> </table>										Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/03/14	03/09/14	MTWTF--	1					
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																																																																																																																																																																																																																																																																																																								
	03/03/14	03/09/14	MTWTF--	1																																																																																																																																																																																																																																																																																																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																																																																																																																																			
12	KJTV	W	03/05/14	6:28 AM	Peak Time	530am-9am	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																																																																																																																																			
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																																																																																																																																																																																																																																																																																																								
	03/10/14	03/16/14	MTWTF--	1																																																																																																																																																																																																																																																																																																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																																																																																																																																			
9	KJTV	Tu	03/11/14	8:01 AM	Peak Time	530am-9am	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																																																																																																																																			
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																																																																																																																																																																																																																																																																																																								
	03/17/14	03/23/14	MTWTF--	1																																																																																																																																																																																																																																																																																																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																																																																																																																																			
10	KJTV	Tu	03/18/14	8:51 AM	Peak Time	530am-9am	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																																																																																																																																			
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																																																																																																																																																																																																																																																																																																								
	03/24/14	03/30/14	MTWTF--	1																																																																																																																																																																																																																																																																																																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																																																																																																																																			
11	KJTV	Tu	03/25/14	5:45 AM	Peak Time	530am-9am	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																																																																																																																																			
2	03/03/14	03/28/14	Peak Time	5p-6p	MTWTF--	:30	0		NM																																																																																																																																																																																																																																																																																																																																																																				
<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>8</td> <td>KJTV</td> <td>W</td> <td>03/12/14</td> <td>5:26 PM</td> <td>Peak Time</td> <td>5p-6p</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td>9</td> <td>KJTV</td> <td>W</td> <td>03/19/14</td> <td>5:57 PM</td> <td>Peak Time</td> <td>5p-6p</td> <td>:30</td> <td>NM PROMO SPACE C HD</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	8	KJTV	W	03/12/14	5:26 PM	Peak Time	5p-6p	:30	NM True FilmSandSpace HD		NM	9	KJTV	W	03/19/14	5:57 PM	Peak Time	5p-6p	:30	NM PROMO SPACE C HD		NM																																																																																																																																																																																																																																																																																																																																			
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																																																																																																																																			
8	KJTV	W	03/12/14	5:26 PM	Peak Time	5p-6p	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																																																																																																																																			
9	KJTV	W	03/19/14	5:57 PM	Peak Time	5p-6p	:30	NM PROMO SPACE C HD		NM																																																																																																																																																																																																																																																																																																																																																																			
3	03/03/14	03/28/14	Peak Time	6p-7p	MTWTF--	:30	0		NM																																																																																																																																																																																																																																																																																																																																																																				
<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>2</td> <td>KJTV</td> <td>F</td> <td>03/14/14</td> <td>6:57 PM</td> <td>Peak Time</td> <td>6p-7p</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	2	KJTV	F	03/14/14	6:57 PM	Peak Time	6p-7p	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																																																																																																														
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																																																																																																																																			
2	KJTV	F	03/14/14	6:57 PM	Peak Time	6p-7p	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																																																																																																																																			
4	03/03/14	03/28/14	Peak Time	9p-1005p	MTWTF--	:30	0		NM																																																																																																																																																																																																																																																																																																																																																																				
<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>6</td> <td>KJTV</td> <td>Tu</td> <td>03/11/14</td> <td>9:21 PM</td> <td>Peak Time</td> <td>9p-1005p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>5</td> <td>KJTV</td> <td>Tu</td> <td>03/18/14</td> <td>9:38 PM</td> <td>Peak Time</td> <td>9p-1005p</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	6	KJTV	Tu	03/11/14	9:21 PM	Peak Time	9p-1005p	:30	Road to Romance Final		NM	5	KJTV	Tu	03/18/14	9:38 PM	Peak Time	9p-1005p	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																																																																																																			
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																																																																																																																																			
6	KJTV	Tu	03/11/14	9:21 PM	Peak Time	9p-1005p	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																																																																																																																																			
5	KJTV	Tu	03/18/14	9:38 PM	Peak Time	9p-1005p	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																																																																																																																																			
5	03/03/14	03/28/14	Peak Time	1005p-12a	MTWTF--	:30	1		NM																																																																																																																																																																																																																																																																																																																																																																				
<table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/03/14</td> <td>03/09/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> </table>										Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/03/14	03/09/14	MTWTF--	1																																																																																																																																																																																																																																																																																																																																																					
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																																																																																																																																																																																																																																																																																																								
	03/03/14	03/09/14	MTWTF--	1																																																																																																																																																																																																																																																																																																																																																																									

We warrant that the actual broadcast information shown on this invoice was taken from the program log.

INVOICE

Send Payment To:



KJTV
PO Box 3757
Lubbock, TX 79452

<u>Invoice #</u> 40171A-1	<u>Invoice Date</u> 03/31/14	<u>Invoice Month</u> March 2014	<u>Invoice Period</u> 03/01/14 - 03/29/14
<u>Advertiser</u> City of Alamogordo (D)		<u>Product</u> March 2014	<u>Estimate Number</u>

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type																																																																																																																																																																																																																																																											
5	03/03/14	03/28/14	Peak Time	1005p-12a	MTWTF--	:30	1		NM																																																																																																																																																																																																																																																											
<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>8</td> <td>KJTV</td> <td>W</td> <td>03/05/14</td> <td>11:17 PM</td> <td>Peak Time</td> <td>1005p-12a</td> <td>:30</td> <td>NM PROMO STAPP C HD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td></td> <td></td> <td><u>Start Date</u> 03/10/14</td> <td><u>End Date</u> 03/16/14</td> <td><u>MTWTFSS</u> MTWTF--</td> <td></td> <td><u>Spots/Week</u> 1</td> <td><u>Rate</u></td> <td></td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>5</td> <td>KJTV</td> <td>Th</td> <td>03/13/14</td> <td>11:58 PM</td> <td>Peak Time</td> <td>1005p-12a</td> <td>:30</td> <td>NM PROMO KITTINGER C HD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td></td> <td></td> <td><u>Start Date</u> 03/17/14</td> <td><u>End Date</u> 03/23/14</td> <td><u>MTWTFSS</u> MTWTF--</td> <td></td> <td><u>Spots/Week</u> 1</td> <td><u>Rate</u></td> <td></td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>6</td> <td>KJTV</td> <td>M</td> <td>03/17/14</td> <td>11:32 PM</td> <td>Peak Time</td> <td>1005p-12a</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	8	KJTV	W	03/05/14	11:17 PM	Peak Time	1005p-12a	:30	NM PROMO STAPP C HD		NM	Weeks:			<u>Start Date</u> 03/10/14	<u>End Date</u> 03/16/14	<u>MTWTFSS</u> MTWTF--		<u>Spots/Week</u> 1	<u>Rate</u>			Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	5	KJTV	Th	03/13/14	11:58 PM	Peak Time	1005p-12a	:30	NM PROMO KITTINGER C HD		NM	Weeks:			<u>Start Date</u> 03/17/14	<u>End Date</u> 03/23/14	<u>MTWTFSS</u> MTWTF--		<u>Spots/Week</u> 1	<u>Rate</u>			Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	6	KJTV	M	03/17/14	11:32 PM	Peak Time	1005p-12a	:30	Road to Romance Final		NM																																																																																																																																																																			
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																										
8	KJTV	W	03/05/14	11:17 PM	Peak Time	1005p-12a	:30	NM PROMO STAPP C HD		NM																																																																																																																																																																																																																																																										
Weeks:			<u>Start Date</u> 03/10/14	<u>End Date</u> 03/16/14	<u>MTWTFSS</u> MTWTF--		<u>Spots/Week</u> 1	<u>Rate</u>																																																																																																																																																																																																																																																												
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																										
5	KJTV	Th	03/13/14	11:58 PM	Peak Time	1005p-12a	:30	NM PROMO KITTINGER C HD		NM																																																																																																																																																																																																																																																										
Weeks:			<u>Start Date</u> 03/17/14	<u>End Date</u> 03/23/14	<u>MTWTFSS</u> MTWTF--		<u>Spots/Week</u> 1	<u>Rate</u>																																																																																																																																																																																																																																																												
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																										
6	KJTV	M	03/17/14	11:32 PM	Peak Time	1005p-12a	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																										
6	03/03/14	03/28/14	Non-Peak Time	9a-5p	MTWTF--	:30	3		NM																																																																																																																																																																																																																																																											
<table border="0"> <tr> <td>Weeks:</td> <td></td> <td></td> <td><u>Start Date</u> 03/03/14</td> <td><u>End Date</u> 03/09/14</td> <td><u>MTWTFSS</u> -TWTF--</td> <td></td> <td><u>Spots/Week</u> 3</td> <td><u>Rate</u></td> <td></td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>58</td> <td>KJTV</td> <td>Tu</td> <td>03/04/14</td> <td>9:11 AM</td> <td>Non-Peak Time</td> <td>9a-5p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>56</td> <td>KJTV</td> <td>W</td> <td>03/05/14</td> <td>9:55 AM</td> <td>Non-Peak Time</td> <td>9a-5p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>57</td> <td>KJTV</td> <td>F</td> <td>03/07/14</td> <td>12:25 PM</td> <td>Non-Peak Time</td> <td>9a-5p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td></td> <td></td> <td><u>Start Date</u> 03/10/14</td> <td><u>End Date</u> 03/16/14</td> <td><u>MTWTFSS</u> MTWTF--</td> <td></td> <td><u>Spots/Week</u> 3</td> <td><u>Rate</u></td> <td></td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>53</td> <td>KJTV</td> <td>W</td> <td>03/12/14</td> <td>12:56 PM</td> <td>Non-Peak Time</td> <td>9a-5p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>38</td> <td>KJTV</td> <td>Th</td> <td>03/13/14</td> <td>9:32 AM</td> <td>Non-Peak Time</td> <td>9a-5p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>50</td> <td>KJTV</td> <td>F</td> <td>03/14/14</td> <td>9:54 AM</td> <td>Non-Peak Time</td> <td>9a-5p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td></td> <td></td> <td><u>Start Date</u> 03/17/14</td> <td><u>End Date</u> 03/23/14</td> <td><u>MTWTFSS</u> MTWTF--</td> <td></td> <td><u>Spots/Week</u> 3</td> <td><u>Rate</u></td> <td></td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>54</td> <td>KJTV</td> <td>W</td> <td>03/19/14</td> <td>4:13 PM</td> <td>Non-Peak Time</td> <td>9a-5p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>51</td> <td>KJTV</td> <td>Th</td> <td>03/20/14</td> <td>9:11 AM</td> <td>Non-Peak Time</td> <td>9a-5p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>45</td> <td>KJTV</td> <td>F</td> <td>03/21/14</td> <td></td> <td>Non-Peak Time</td> <td>9a-5p</td> <td>:00</td> <td></td> <td></td> <td>NM</td> </tr> <tr> <td colspan="10">See MG 6.59</td> </tr> <tr> <td>59</td> <td>KJTV</td> <td>Sa</td> <td>03/22/14</td> <td>2:55 PM</td> <td>Non-Peak Time</td> <td>9:00 AM-5:00 PM</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td colspan="10">MG for 6.45 03/21</td> </tr> <tr> <td>Weeks:</td> <td></td> <td></td> <td><u>Start Date</u> 03/24/14</td> <td><u>End Date</u> 03/30/14</td> <td><u>MTWTFSS</u> MTWTF--</td> <td></td> <td><u>Spots/Week</u> 3</td> <td><u>Rate</u></td> <td></td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>55</td> <td>KJTV</td> <td>M</td> <td>03/24/14</td> <td>10:42 AM</td> <td>Non-Peak Time</td> <td>9a-5p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>52</td> <td>KJTV</td> <td>Th</td> <td>03/27/14</td> <td>1:13 PM</td> <td>Non-Peak Time</td> <td>9a-5p</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td>42</td> <td>KJTV</td> <td>F</td> <td>03/28/14</td> <td>2:54 PM</td> <td>Non-Peak Time</td> <td>9a-5p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> </table>										Weeks:			<u>Start Date</u> 03/03/14	<u>End Date</u> 03/09/14	<u>MTWTFSS</u> -TWTF--		<u>Spots/Week</u> 3	<u>Rate</u>			Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	58	KJTV	Tu	03/04/14	9:11 AM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM	56	KJTV	W	03/05/14	9:55 AM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM	57	KJTV	F	03/07/14	12:25 PM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM	Weeks:			<u>Start Date</u> 03/10/14	<u>End Date</u> 03/16/14	<u>MTWTFSS</u> MTWTF--		<u>Spots/Week</u> 3	<u>Rate</u>			Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	53	KJTV	W	03/12/14	12:56 PM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM	38	KJTV	Th	03/13/14	9:32 AM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM	50	KJTV	F	03/14/14	9:54 AM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM	Weeks:			<u>Start Date</u> 03/17/14	<u>End Date</u> 03/23/14	<u>MTWTFSS</u> MTWTF--		<u>Spots/Week</u> 3	<u>Rate</u>			Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	54	KJTV	W	03/19/14	4:13 PM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM	51	KJTV	Th	03/20/14	9:11 AM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM	45	KJTV	F	03/21/14		Non-Peak Time	9a-5p	:00			NM	See MG 6.59										59	KJTV	Sa	03/22/14	2:55 PM	Non-Peak Time	9:00 AM-5:00 PM	:30	NM True FilmSandSpace HD		NM	MG for 6.45 03/21										Weeks:			<u>Start Date</u> 03/24/14	<u>End Date</u> 03/30/14	<u>MTWTFSS</u> MTWTF--		<u>Spots/Week</u> 3	<u>Rate</u>			Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	55	KJTV	M	03/24/14	10:42 AM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM	52	KJTV	Th	03/27/14	1:13 PM	Non-Peak Time	9a-5p	:30	NM True FilmSandSpace HD		NM	42	KJTV	F	03/28/14	2:54 PM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM
Weeks:			<u>Start Date</u> 03/03/14	<u>End Date</u> 03/09/14	<u>MTWTFSS</u> -TWTF--		<u>Spots/Week</u> 3	<u>Rate</u>																																																																																																																																																																																																																																																												
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																										
58	KJTV	Tu	03/04/14	9:11 AM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																										
56	KJTV	W	03/05/14	9:55 AM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																										
57	KJTV	F	03/07/14	12:25 PM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																										
Weeks:			<u>Start Date</u> 03/10/14	<u>End Date</u> 03/16/14	<u>MTWTFSS</u> MTWTF--		<u>Spots/Week</u> 3	<u>Rate</u>																																																																																																																																																																																																																																																												
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																										
53	KJTV	W	03/12/14	12:56 PM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																										
38	KJTV	Th	03/13/14	9:32 AM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																										
50	KJTV	F	03/14/14	9:54 AM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																										
Weeks:			<u>Start Date</u> 03/17/14	<u>End Date</u> 03/23/14	<u>MTWTFSS</u> MTWTF--		<u>Spots/Week</u> 3	<u>Rate</u>																																																																																																																																																																																																																																																												
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																										
54	KJTV	W	03/19/14	4:13 PM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																										
51	KJTV	Th	03/20/14	9:11 AM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																										
45	KJTV	F	03/21/14		Non-Peak Time	9a-5p	:00			NM																																																																																																																																																																																																																																																										
See MG 6.59																																																																																																																																																																																																																																																																				
59	KJTV	Sa	03/22/14	2:55 PM	Non-Peak Time	9:00 AM-5:00 PM	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																										
MG for 6.45 03/21																																																																																																																																																																																																																																																																				
Weeks:			<u>Start Date</u> 03/24/14	<u>End Date</u> 03/30/14	<u>MTWTFSS</u> MTWTF--		<u>Spots/Week</u> 3	<u>Rate</u>																																																																																																																																																																																																																																																												
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																										
55	KJTV	M	03/24/14	10:42 AM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																										
52	KJTV	Th	03/27/14	1:13 PM	Non-Peak Time	9a-5p	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																										
42	KJTV	F	03/28/14	2:54 PM	Non-Peak Time	9a-5p	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																										
9	03/09/14	03/29/14	Production	Production	MTWTFSS	:00	0		NS																																																																																																																																																																																																																																																											
<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>3</td> <td>KJTV</td> <td>Su</td> <td>03/23/14</td> <td></td> <td>Production</td> <td>Production</td> <td>:00</td> <td></td> <td></td> <td>NS</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	3	KJTV	Su	03/23/14		Production	Production	:00			NS																																																																																																																																																																																																																																					
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																										
3	KJTV	Su	03/23/14		Production	Production	:00			NS																																																																																																																																																																																																																																																										

Total Spots 25

Payment Terms 30 Days

Net Total **\$881.00**

INVOICE

KJTV-DT
9800 University Avenue
Lubbock, TX 79423
Main: (806) 745-3434
Billing: (806) 748-9305

Invoice #	Invoice Date	Invoice Month	Invoice Period
40171B-1	03/31/14	March 2014	03/01/14 - 03/30/14

Station	Account Executive	Sales Office	Sales Region
KJTV-DT	Julie Reecer	Local	Local

Billing Address:

City of Alamogordo (D)
Attention: Accounts Payable
Attention: Jan Wafful
1376 E. 9th Street
Alamogordo, NM 88310

Send Payment To:

KJTV-DT
PO Box 3757
Lubbock, TX 79452

Advertiser	Product	Estimate Number
City of Alamogordo (D)	March 2014	

Flight Dates	Order #	Alt Order #
03/03/14 - 03/30/14	40171B	

Billing Calendar	Billing Type	Deal #
Calendar	Cash	

Special Handling
Hand Deliver

IDB #	Advertiser Code	Product Code

Agency Ref	Advertiser Ref

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type
1	03/03/14	03/28/14	Peak Time	6a-9a	MTWTF--	:30	0		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
4 News M 03/10/14 6:29 AM Peak Time 6a-9a :30 NM True FilmSandSpace HD NM									
3 News Tu 03/25/14 8:42 AM Peak Time 6a-9a :30 Road to Romance Final NM									
3	03/03/14	03/28/14	Peak Time	2p-5p	MTWTF--	:30	0		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
10 News Tu 03/11/14 3:30 PM Peak Time 2p-5p :30 Road to Romance Final NM									
4	03/03/14	03/28/14	Peak Time	5p-6p	MTWTFSS	:30	0		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
5 News F 03/14/14 5:30 PM Peak Time 5p-6p :30 Road to Romance Final NM									
5	03/03/14	03/28/14	Peak Time	6-10p	MTWTF--	:30	0		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
5 News Tu 03/11/14 7:51 PM Peak Time 6-10p :30 NM True FilmSandSpace HD NM									
6 News Th 03/27/14 8:12 PM Peak Time 6-10p :30 Road to Romance Final NM									
6	03/03/14	03/30/14	Peak Time	10p-11p	MTWTFSS	:30	0		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
5 News Su 03/16/14 10:41 PM Peak Time 10p-11p :30 Road to Romance Final NM									
6 News Tu 03/18/14 10:37 PM Peak Time 10p-11p :30 Road to Romance Final NM									
7	03/03/14	03/30/14	Non-Peak Time	6a-12a	MTWTFSS	:30	5		NM
Weeks: Start Date End Date MTWTFSS Spots/Week Rate									
03/03/14 03/09/14 MTWTFSS 5									
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
82 News Tu 03/04/14 10:59 PM Non-Peak Time 6a-12a :30 Road to Romance Final NM									
79 News Th 03/06/14 9:20 AM Non-Peak Time 6a-12a :30 NM True FilmSandSpace HD NM									
80 News F 03/07/14 8:19 PM Non-Peak Time 6a-12a :30 Road to Romance Final NM									
81 News Sa 03/08/14 8:39 PM Non-Peak Time 6a-12a :30 NM PROMO STAPP C HD NM									
83 News Su 03/09/14 7:06 PM Non-Peak Time 6a-12a :30 Road to Romance Final NM									
Weeks: Start Date End Date MTWTFSS Spots/Week Rate									
03/10/14 03/16/14 MTWTFSS 5									

We warrant that the actual broadcast information shown on this invoice was taken from the program log

INVOICE

Send Payment To:

KJTV-DT
PO Box 3757
Lubbock, TX 79452

Invoice #	Invoice Date	Invoice Month	Invoice Period
40171B-1	03/31/14	March 2014	03/01/14 - 03/30/14

Advertiser	Product	Estimate Number
City of Alamogordo (D)	March 2014	

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type																																																																																																																																																																																																																																																		
7	03/03/14	03/30/14	Non-Peak Time	6a-12a	MTWTFSS	:30	5		NM																																																																																																																																																																																																																																																		
<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>52</td> <td>News</td> <td>Tu</td> <td>03/11/14</td> <td>8:45 PM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>54</td> <td>News</td> <td>W</td> <td>03/12/14</td> <td>10:12 AM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>NM PROMO KITTINGER C HD</td> <td></td> <td>NM</td> </tr> <tr> <td>50</td> <td>News</td> <td>Th</td> <td>03/13/14</td> <td>4:05 PM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td>73</td> <td>News</td> <td>F</td> <td>03/14/14</td> <td>10:05 PM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>72</td> <td>News</td> <td>Su</td> <td>03/16/14</td> <td>8:49 AM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td></td> <td></td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>03/17/14</td> <td>03/23/14</td> <td>MTWTFSS</td> <td></td> <td>5</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>58</td> <td>News</td> <td>M</td> <td>03/17/14</td> <td>9:58 AM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>NM PROMO SPACE C HD</td> <td></td> <td>NM</td> </tr> <tr> <td>74</td> <td>News</td> <td>W</td> <td>03/19/14</td> <td>9:28 AM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td>75</td> <td>News</td> <td>Th</td> <td>03/20/14</td> <td>10:59 AM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>60</td> <td>News</td> <td>F</td> <td>03/21/14</td> <td>10:58 PM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>57</td> <td>News</td> <td>Su</td> <td>03/23/14</td> <td>7:12 PM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td></td> <td></td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>03/24/14</td> <td>03/30/14</td> <td>MTWTFSS</td> <td></td> <td>5</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>63</td> <td>News</td> <td>Tu</td> <td>03/25/14</td> <td>7:26 PM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>78</td> <td>News</td> <td>W</td> <td>03/26/14</td> <td>11:29 AM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td>61</td> <td>News</td> <td>Th</td> <td>03/27/14</td> <td>9:21 AM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>77</td> <td>News</td> <td>F</td> <td>03/28/14</td> <td>9:57 AM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> <tr> <td>66</td> <td>News</td> <td>Sa</td> <td>03/29/14</td> <td>11:59 PM</td> <td>Non-Peak Time</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	52	News	Tu	03/11/14	8:45 PM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM	54	News	W	03/12/14	10:12 AM	Non-Peak Time	6a-12a	:30	NM PROMO KITTINGER C HD		NM	50	News	Th	03/13/14	4:05 PM	Non-Peak Time	6a-12a	:30	NM True FilmSandSpace HD		NM	73	News	F	03/14/14	10:05 PM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM	72	News	Su	03/16/14	8:49 AM	Non-Peak Time	6a-12a	:30	NM True FilmSandSpace HD		NM	Weeks:			<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>		<u>Spots/Week</u>	<u>Rate</u>						03/17/14	03/23/14	MTWTFSS		5				Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	58	News	M	03/17/14	9:58 AM	Non-Peak Time	6a-12a	:30	NM PROMO SPACE C HD		NM	74	News	W	03/19/14	9:28 AM	Non-Peak Time	6a-12a	:30	NM True FilmSandSpace HD		NM	75	News	Th	03/20/14	10:59 AM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM	60	News	F	03/21/14	10:58 PM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM	57	News	Su	03/23/14	7:12 PM	Non-Peak Time	6a-12a	:30	NM True FilmSandSpace HD		NM	Weeks:			<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>		<u>Spots/Week</u>	<u>Rate</u>						03/24/14	03/30/14	MTWTFSS		5				Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	63	News	Tu	03/25/14	7:26 PM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM	78	News	W	03/26/14	11:29 AM	Non-Peak Time	6a-12a	:30	NM True FilmSandSpace HD		NM	61	News	Th	03/27/14	9:21 AM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM	77	News	F	03/28/14	9:57 AM	Non-Peak Time	6a-12a	:30	NM True FilmSandSpace HD		NM	66	News	Sa	03/29/14	11:59 PM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																	
52	News	Tu	03/11/14	8:45 PM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																	
54	News	W	03/12/14	10:12 AM	Non-Peak Time	6a-12a	:30	NM PROMO KITTINGER C HD		NM																																																																																																																																																																																																																																																	
50	News	Th	03/13/14	4:05 PM	Non-Peak Time	6a-12a	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																	
73	News	F	03/14/14	10:05 PM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																	
72	News	Su	03/16/14	8:49 AM	Non-Peak Time	6a-12a	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																	
Weeks:			<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>		<u>Spots/Week</u>	<u>Rate</u>																																																																																																																																																																																																																																																			
			03/17/14	03/23/14	MTWTFSS		5																																																																																																																																																																																																																																																				
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																	
58	News	M	03/17/14	9:58 AM	Non-Peak Time	6a-12a	:30	NM PROMO SPACE C HD		NM																																																																																																																																																																																																																																																	
74	News	W	03/19/14	9:28 AM	Non-Peak Time	6a-12a	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																	
75	News	Th	03/20/14	10:59 AM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																	
60	News	F	03/21/14	10:58 PM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																	
57	News	Su	03/23/14	7:12 PM	Non-Peak Time	6a-12a	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																	
Weeks:			<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>		<u>Spots/Week</u>	<u>Rate</u>																																																																																																																																																																																																																																																			
			03/24/14	03/30/14	MTWTFSS		5																																																																																																																																																																																																																																																				
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																																																	
63	News	Tu	03/25/14	7:26 PM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																	
78	News	W	03/26/14	11:29 AM	Non-Peak Time	6a-12a	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																	
61	News	Th	03/27/14	9:21 AM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																	
77	News	F	03/28/14	9:57 AM	Non-Peak Time	6a-12a	:30	NM True FilmSandSpace HD		NM																																																																																																																																																																																																																																																	
66	News	Sa	03/29/14	11:59 PM	Non-Peak Time	6a-12a	:30	Road to Romance Final		NM																																																																																																																																																																																																																																																	

INVOICE

LUBBOCK KLCW
 9800 University Avenue
 Lubbock, TX 79423
 Main: (806) 745-3434
 Billing: (806) 748-9305

Invoice #	Invoice Date	Invoice Month	Invoice Period
40171C-1	03/31/14	March 2014	03/01/14 - 03/29/14

Station	Account Executive	Sales Office	Sales Region
KLCW	Julie Reecer	Local	Local

Billing Address:

City of Alamogordo (D)
 Attention: Accounts Payable
 Attention: Jan Wafful
 1376 E. 9th Street
 Alamogordo, NM 88310

Advertiser	Product	Estimate Number
City of Alamogordo (D)	March 2014	

Flight Dates	Order #	Alt Order #
03/03/14 - 03/30/14	40171C	

Billing Calendar	Billing Type	Deal #
Calendar	Cash	

Special Handling
Hand Deliver

IDB #	Advertiser Code	Product Code

Agency Ref	Advertiser Ref

Send Payment To:

KLCW
 PO Box 3757
 Lubbock, TX 79452

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/Week	Rate	Type
1	03/03/14	03/29/14	Peak Time	5p-6p	MTWTF--	:30	0		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
3 KLCW F 03/28/14 5:27 PM Peak Time 5p-6p :30 Road to Romance Final NM									
2	03/03/14	03/29/14	Peak Time	6p-7p	MTWTF--	:30	0		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
2 KLCW Tu 03/25/14 6:27 PM Peak Time 6p-7p :30 Road to Romance Final NM									
3	03/03/14	03/29/14	Peak Time	M-Sa 7p-9p, Su 6p-	MTWTFSS	:30	0		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
2 KLCW Tu 03/18/14 9:01 PM Peak Time M-Sa 7p-9p, Su 6p- :30 Road to Romance Final NM									
4	03/03/14	03/29/14	Peak Time	9p-10p	MTWTF--	:30	0		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
3 KLCW M 03/17/14 9:48 PM Peak Time 9p-10p :30 NM PROMO STAPP C HD NM									
5	03/03/14	03/29/14	Peak Time	10p-11p	MTWTF--	:30	0		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
2 KLCW F 03/21/14 10:43 PM Peak Time 10p-11p :30 NM True FilmSandSpace HD NM									
6	03/03/14	03/29/14	Non-Peak Time	8a-5p	MTWTFSS	:30	1		NM
Weeks: Start Date End Date MTWTFSS Spots/Week Rate									
03/03/14 03/09/14 MTWTFSS 2									
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
14 KLCW F 03/07/14 2:16 PM Non-Peak Time 8a-5p :30 Road to Romance Final NM									
15 KLCW Sa 03/08/14 1:47 PM Non-Peak Time 8a-5p :30 NM True FilmSandSpace HD NM									
Weeks: Start Date End Date MTWTFSS Spots/Week Rate									
03/10/14 03/16/14 MTWTFSS 1									
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
10 KLCW Th 03/13/14 1:23 PM Non-Peak Time 8a-5p :30 Road to Romance Final NM									
Weeks: Start Date End Date MTWTFSS Spots/Week Rate									
03/17/14 03/23/14 MTWTFSS 1									
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
11 KLCW Su 03/23/14 9:59 AM Non-Peak Time 8a-5p :30 Road to Romance Final NM									
Weeks: Start Date End Date MTWTFSS Spots/Week Rate									

We warrant that the actual broadcast information shown on this invoice was taken from the program log

INVOICE

Send Payment To:

LUBBOCK KLCW
PO Box 3757
Lubbock, TX 79452

Invoice #	Invoice Date	Invoice Month	Invoice Period
40171C-1	03/31/14	March 2014	03/01/14 - 03/29/14

Advertiser	Product	Estimate Number
City of Alamogordo (D)	March 2014	

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type		
6	03/03/14	03/29/14	Non-Peak Time	8a-5p	MTWTFSS	:30	1		NM		
	03/24/14	03/30/14	MTWTFSS-				1				
	<u>Spots: #</u>	<u>Ch</u>	<u>Day</u>	<u>Air Date</u>	<u>Air Time</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Length</u>	<u>Ad-ID</u>	<u>Rate</u>	<u>Type</u>
	12	KLCW	W	03/26/14	1:48 PM	Non-Peak Time	8a-5p	:30	NM True FilmSandSpace HD		NM
	<u>Total Spots</u>						10				

Payment Terms 30 Days

Net Total **\$127.00**

INVOICE



KMYL
9800 University Avenue
Lubbock, TX 79423
Main: (806) 745-3434
Billing: (806) 748-9305

Invoice #	Invoice Date	Invoice Month	Invoice Period
40171D-1	03/31/14	March 2014	03/01/14 - 03/28/14

Station	Account Executive	Sales Office	Sales Region
KMYL	Julie Reecer	Local	Local

Billing Address:

City of Alamogordo (D)
Attention: Accounts Payable
Attention: Jan Wafful
1376 E. 9th Street
Alamogordo, NM 88310

Advertiser	Product	Estimate Number
City of Alamogordo (D)	March 2014	

Flight Dates	Order #	Alt Order #
03/03/14 - 03/30/14	40171D	

Billing Calendar	Billing Type	Deal #
Calendar	Cash	

Special Handling
Hand Deliver

IDB #	Advertiser Code	Product Code

Agency Ref	Advertiser Ref

Send Payment To:

KMYL
PO Box 3757
Lubbock, TX 79452

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/Week	Rate	Type																																																																																																						
1	03/03/14	03/28/14	Peak Time	5p-6p	MTWTF--	:30	0		NM																																																																																																						
<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>4</td> <td>KMYL</td> <td>F</td> <td>03/07/14</td> <td>5:22 PM</td> <td>Peak Time</td> <td>5p-6p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>5</td> <td>KMYL</td> <td>Tu</td> <td>03/18/14</td> <td>5:57 PM</td> <td>Peak Time</td> <td>5p-6p</td> <td>:30</td> <td>NM True FilmSandSpace HD</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	4	KMYL	F	03/07/14	5:22 PM	Peak Time	5p-6p	:30	Road to Romance Final		NM	5	KMYL	Tu	03/18/14	5:57 PM	Peak Time	5p-6p	:30	NM True FilmSandSpace HD		NM																																																																					
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																					
4	KMYL	F	03/07/14	5:22 PM	Peak Time	5p-6p	:30	Road to Romance Final		NM																																																																																																					
5	KMYL	Tu	03/18/14	5:57 PM	Peak Time	5p-6p	:30	NM True FilmSandSpace HD		NM																																																																																																					
2	03/03/14	03/28/14	Peak Time	6p-7p	MTWTF--	:30	0		NM																																																																																																						
<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>4</td> <td>KMYL</td> <td>F</td> <td>03/07/14</td> <td>6:51 PM</td> <td>Peak Time</td> <td>6p-7p</td> <td>:30</td> <td>NM PROMO STAPP C HD</td> <td></td> <td>NM</td> </tr> <tr> <td>5</td> <td>KMYL</td> <td>Tu</td> <td>03/18/14</td> <td>6:29 PM</td> <td>Peak Time</td> <td>6p-7p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	4	KMYL	F	03/07/14	6:51 PM	Peak Time	6p-7p	:30	NM PROMO STAPP C HD		NM	5	KMYL	Tu	03/18/14	6:29 PM	Peak Time	6p-7p	:30	Road to Romance Final		NM																																																																					
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																					
4	KMYL	F	03/07/14	6:51 PM	Peak Time	6p-7p	:30	NM PROMO STAPP C HD		NM																																																																																																					
5	KMYL	Tu	03/18/14	6:29 PM	Peak Time	6p-7p	:30	Road to Romance Final		NM																																																																																																					
3	03/03/14	03/30/14	Peak Time	M-Sa 7p-9p, Su 6p-	MTWTFSS	:30	1		NM																																																																																																						
<table border="0"> <tr> <td>Weeks:</td> <td>Start Date</td> <td>End Date</td> <td>MTWTFSS</td> <td>Spots/Week</td> <td>Rate</td> </tr> <tr> <td></td> <td>03/03/14</td> <td>03/09/14</td> <td>MTWTFSS</td> <td>1</td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>12</td> <td>KMYL</td> <td>Su</td> <td>03/09/14</td> <td>8:54 PM</td> <td>Peak Time</td> <td>M-Sa 7p-9p, Su 6p-</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td>Start Date</td> <td>End Date</td> <td>MTWTFSS</td> <td>Spots/Week</td> <td>Rate</td> </tr> <tr> <td></td> <td>03/10/14</td> <td>03/16/14</td> <td>MTWTFSS</td> <td>1</td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>13</td> <td>KMYL</td> <td>M</td> <td>03/10/14</td> <td>7:26 PM</td> <td>Peak Time</td> <td>M-Sa 7p-9p, Su 6p-</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td>Start Date</td> <td>End Date</td> <td>MTWTFSS</td> <td>Spots/Week</td> <td>Rate</td> </tr> <tr> <td></td> <td>03/17/14</td> <td>03/23/14</td> <td>MTWTFSS</td> <td>1</td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>14</td> <td>KMYL</td> <td>Tu</td> <td>03/18/14</td> <td>8:33 PM</td> <td>Peak Time</td> <td>M-Sa 7p-9p, Su 6p-</td> <td>:30</td> <td>NM PROMO SPACE C HD</td> <td></td> <td>NM</td> </tr> </table>										Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate		03/03/14	03/09/14	MTWTFSS	1		Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	12	KMYL	Su	03/09/14	8:54 PM	Peak Time	M-Sa 7p-9p, Su 6p-	:30	Road to Romance Final		NM	Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate		03/10/14	03/16/14	MTWTFSS	1		Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	13	KMYL	M	03/10/14	7:26 PM	Peak Time	M-Sa 7p-9p, Su 6p-	:30	Road to Romance Final		NM	Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate		03/17/14	03/23/14	MTWTFSS	1		Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	14	KMYL	Tu	03/18/14	8:33 PM	Peak Time	M-Sa 7p-9p, Su 6p-	:30	NM PROMO SPACE C HD		NM
Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate																																																																																																										
	03/03/14	03/09/14	MTWTFSS	1																																																																																																											
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																					
12	KMYL	Su	03/09/14	8:54 PM	Peak Time	M-Sa 7p-9p, Su 6p-	:30	Road to Romance Final		NM																																																																																																					
Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate																																																																																																										
	03/10/14	03/16/14	MTWTFSS	1																																																																																																											
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																					
13	KMYL	M	03/10/14	7:26 PM	Peak Time	M-Sa 7p-9p, Su 6p-	:30	Road to Romance Final		NM																																																																																																					
Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate																																																																																																										
	03/17/14	03/23/14	MTWTFSS	1																																																																																																											
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																					
14	KMYL	Tu	03/18/14	8:33 PM	Peak Time	M-Sa 7p-9p, Su 6p-	:30	NM PROMO SPACE C HD		NM																																																																																																					
4	03/03/14	03/28/14	Peak Time	9p-10p	MTWTF--	:30	1		NM																																																																																																						
<table border="0"> <tr> <td>Weeks:</td> <td>Start Date</td> <td>End Date</td> <td>MTWTFSS</td> <td>Spots/Week</td> <td>Rate</td> </tr> <tr> <td></td> <td>03/03/14</td> <td>03/09/14</td> <td>MTWTF--</td> <td>1</td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>5</td> <td>KMYL</td> <td>F</td> <td>03/07/14</td> <td>9:11 PM</td> <td>Peak Time</td> <td>9p-10p</td> <td>:30</td> <td>Road to Romance Final</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td>Start Date</td> <td>End Date</td> <td>MTWTFSS</td> <td>Spots/Week</td> <td>Rate</td> </tr> <tr> <td></td> <td>03/10/14</td> <td>03/16/14</td> <td>MTWTF--</td> <td>1</td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>8</td> <td>KMYL</td> <td>M</td> <td>03/10/14</td> <td>9:23 PM</td> <td>Peak Time</td> <td>9p-10p</td> <td>:30</td> <td>NM PROMO KITTINGER C HD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td>Start Date</td> <td>End Date</td> <td>MTWTFSS</td> <td>Spots/Week</td> <td>Rate</td> </tr> <tr> <td></td> <td>03/17/14</td> <td>03/23/14</td> <td>MTWTF--</td> <td>1</td> <td></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> </table>										Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate		03/03/14	03/09/14	MTWTF--	1		Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	5	KMYL	F	03/07/14	9:11 PM	Peak Time	9p-10p	:30	Road to Romance Final		NM	Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate		03/10/14	03/16/14	MTWTF--	1		Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	8	KMYL	M	03/10/14	9:23 PM	Peak Time	9p-10p	:30	NM PROMO KITTINGER C HD		NM	Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate		03/17/14	03/23/14	MTWTF--	1		Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type											
Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate																																																																																																										
	03/03/14	03/09/14	MTWTF--	1																																																																																																											
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																					
5	KMYL	F	03/07/14	9:11 PM	Peak Time	9p-10p	:30	Road to Romance Final		NM																																																																																																					
Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate																																																																																																										
	03/10/14	03/16/14	MTWTF--	1																																																																																																											
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																					
8	KMYL	M	03/10/14	9:23 PM	Peak Time	9p-10p	:30	NM PROMO KITTINGER C HD		NM																																																																																																					
Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate																																																																																																										
	03/17/14	03/23/14	MTWTF--	1																																																																																																											
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																					

We warrant that the actual broadcast information shown on this invoice was taken from the program log

INVOICE

Send Payment To:
KMYL
PO Box 3757
Lubbock, TX 79452



Invoice #	Invoice Date	Invoice Month	Invoice Period
40171D-1	03/31/14	March 2014	03/01/14 - 03/28/14

Advertiser	Product	Estimate Number
City of Alamogordo (D)	March 2014	

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type
4	03/03/14	03/28/14	Peak Time	9p-10p	MTWTF--	:30	1		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
7 KMYL Tu 03/18/14 9:22 PM Peak Time 9p-10p :30 Road to Romance Final NM									
5	03/03/14	03/28/14	Peak Time	10p-11p	MTWTF--	:30	0		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
4 KMYL F 03/07/14 10:21 PM Peak Time 10p-11p :30 NM True FilmSandSpace HD NM									
5 KMYL M 03/10/14 10:13 PM Peak Time 10p-11p :30 Road to Romance Final NM									
6	03/03/14	03/28/14	Peak Time	11p-12a	MTWTF--	:30	0		NM
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
4 KMYL F 03/07/14 11:49 PM Peak Time 11p-12a :30 Road to Romance Final NM									
5 KMYL M 03/10/14 11:49 PM Peak Time 11p-12a :30 NM True FilmSandSpace HD NM									
7	03/03/14	03/28/14	Non-Peak Time	9a-4p	MTWTF--	:30	2		NM
Weeks: Start Date End Date MTWTFSS Spots/Week Rate									
03/03/14 03/09/14 MTWTF-- 2									
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
20 KMYL Tu 03/04/14 3:55 PM Non-Peak Time 9a-4p :30 Road to Romance Final NM									
21 KMYL W 03/05/14 11:47 AM Non-Peak Time 9a-4p :30 NM True FilmSandSpace HD NM									
Weeks: Start Date End Date MTWTFSS Spots/Week Rate									
03/10/14 03/16/14 MTWTF-- 2									
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
14 KMYL M 03/10/14 10:08 AM Non-Peak Time 9a-4p :30 NM True FilmSandSpace HD NM									
15 KMYL F 03/14/14 10:28 AM Non-Peak Time 9a-4p :30 Road to Romance Final NM									
Weeks: Start Date End Date MTWTFSS Spots/Week Rate									
03/17/14 03/23/14 MTWTF-- 2									
Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type									
16 KMYL M 03/17/14 3:35 PM Non-Peak Time 9a-4p :30 Road to Romance Final NM									
17 KMYL F 03/21/14 10:45 AM Non-Peak Time 9a-4p :30 NM True FilmSandSpace HD NM									

Total Spots 20

Payment Terms 30 Days

Net Total \$265.00

INVOICE



KXTQ
 9800 University Avenue
 Lubbock, TX 79423
 Main: (806) 745-3434
 Billing: (806) 748-9305

Invoice #	Invoice Date	Invoice Month	Invoice Period
40171E-1	03/31/14	March 2014	03/01/14 - 03/28/14

Station	Account Executive	Sales Office	Sales Region
KXTQ	Julie Reecer	Local	Local

Billing Address:

City of Alamogordo (D)
 Attention: Accounts Payable
 Attention: Jan Wafful
 1376 E. 9th Street
 Alamogordo, NM 88310

Advertiser	Product	Estimate Number
City of Alamogordo (D)	March 2014	

Flight Dates	Order #	Alt Order #
03/03/14 - 03/30/14	40171E	

Billing Calendar	Billing Type	Deal #
Calendar	Cash	

Special Handling
Hand Deliver

IDB #	Advertiser Code	Product Code

Agency Ref	Advertiser Ref

Send Payment To:

KXTQ
 PO Box 3757
 Lubbock, TX 79452

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type																																																																																				
1	03/03/14	03/28/14	Peak Time	2-5p	MTWTF--	:30	1		NM																																																																																				
<table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/10/14</td> <td>03/16/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>4</td> <td>KXTQ</td> <td>Th</td> <td>03/13/14</td> <td>2:12 PM</td> <td>Peak Time</td> <td>2-5p</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/24/14</td> <td>03/30/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>5</td> <td>KXTQ</td> <td>M</td> <td>03/24/14</td> <td>3:49 PM</td> <td>Peak Time</td> <td>2-5p</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> </table>										Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/10/14	03/16/14	MTWTF--	1						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	4	KXTQ	Th	03/13/14	2:12 PM	Peak Time	2-5p	:30	NM True FilmSandSpace SD		NM	Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/24/14	03/30/14	MTWTF--	1						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	5	KXTQ	M	03/24/14	3:49 PM	Peak Time	2-5p	:30	NM True FilmSandSpace SD		NM
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																								
	03/10/14	03/16/14	MTWTF--	1																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																			
4	KXTQ	Th	03/13/14	2:12 PM	Peak Time	2-5p	:30	NM True FilmSandSpace SD		NM																																																																																			
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																								
	03/24/14	03/30/14	MTWTF--	1																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																			
5	KXTQ	M	03/24/14	3:49 PM	Peak Time	2-5p	:30	NM True FilmSandSpace SD		NM																																																																																			
2	03/03/14	03/28/14	Peak Time	5-6p	MTWTF--	:30	1		NM																																																																																				
<table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/10/14</td> <td>03/16/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>3</td> <td>KXTQ</td> <td>W</td> <td>03/12/14</td> <td>5:24 PM</td> <td>Peak Time</td> <td>5-6p</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/24/14</td> <td>03/30/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>4</td> <td>KXTQ</td> <td>M</td> <td>03/24/14</td> <td>5:56 PM</td> <td>Peak Time</td> <td>5-6p</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> </table>										Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/10/14	03/16/14	MTWTF--	1						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	3	KXTQ	W	03/12/14	5:24 PM	Peak Time	5-6p	:30	Road to Romance Final SD		NM	Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/24/14	03/30/14	MTWTF--	1						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	4	KXTQ	M	03/24/14	5:56 PM	Peak Time	5-6p	:30	Road to Romance Final SD		NM
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																								
	03/10/14	03/16/14	MTWTF--	1																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																			
3	KXTQ	W	03/12/14	5:24 PM	Peak Time	5-6p	:30	Road to Romance Final SD		NM																																																																																			
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																								
	03/24/14	03/30/14	MTWTF--	1																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																			
4	KXTQ	M	03/24/14	5:56 PM	Peak Time	5-6p	:30	Road to Romance Final SD		NM																																																																																			
3	03/03/14	03/28/14	Peak Time	6p-10p	MTWTF--	:30	0		NM																																																																																				
<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>3</td> <td>KXTQ</td> <td>Tu</td> <td>03/11/14</td> <td>6:12 PM</td> <td>Peak Time</td> <td>6p-10p</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	3	KXTQ	Tu	03/11/14	6:12 PM	Peak Time	6p-10p	:30	NM True FilmSandSpace SD		NM																																																														
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																			
3	KXTQ	Tu	03/11/14	6:12 PM	Peak Time	6p-10p	:30	NM True FilmSandSpace SD		NM																																																																																			
4	03/03/14	03/28/14	Peak Time	10p-1030p	MTWTF--	:30	0		NM																																																																																				
<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>2</td> <td>KXTQ</td> <td>M</td> <td>03/10/14</td> <td>10:23 PM</td> <td>Peak Time</td> <td>10p-1030p</td> <td>:30</td> <td>NM PROMO STAPP SD</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	2	KXTQ	M	03/10/14	10:23 PM	Peak Time	10p-1030p	:30	NM PROMO STAPP SD		NM																																																														
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																			
2	KXTQ	M	03/10/14	10:23 PM	Peak Time	10p-1030p	:30	NM PROMO STAPP SD		NM																																																																																			
5	03/03/14	03/28/14	Peak Time	1030p-12a	MTWTF--	:30	1		NM																																																																																				
<table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/10/14</td> <td>03/16/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>7</td> <td>KXTQ</td> <td>M</td> <td>03/10/14</td> <td>11:36 PM</td> <td>Peak Time</td> <td>1030p-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/17/14</td> <td>03/23/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> </table>										Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/10/14	03/16/14	MTWTF--	1						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	7	KXTQ	M	03/10/14	11:36 PM	Peak Time	1030p-12a	:30	Road to Romance Final SD		NM	Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/17/14	03/23/14	MTWTF--	1						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type											
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																								
	03/10/14	03/16/14	MTWTF--	1																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																			
7	KXTQ	M	03/10/14	11:36 PM	Peak Time	1030p-12a	:30	Road to Romance Final SD		NM																																																																																			
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																								
	03/17/14	03/23/14	MTWTF--	1																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																			

We warrant that the actual broadcast information shown on this invoice was taken from the program log

INVOICE

Send Payment To:



KXTQ
PO Box 3757
Lubbock, TX 79452

Invoice #	Invoice Date	Invoice Month	Invoice Period
40171E-1	03/31/14	March 2014	03/01/14 - 03/28/14

Advertiser	Product	Estimate Number
City of Alamogordo (D)	March 2014	

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type																																																																																																																																																																																																																	
5	03/03/14	03/28/14	Peak Time	1030p-12a	MTWTF--	:30	1		NM																																																																																																																																																																																																																	
<table border="0"> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>8</td> <td>KXTQ</td> <td>M</td> <td>03/17/14</td> <td>11:53 PM</td> <td>Peak Time</td> <td>1030p-12a</td> <td>:30</td> <td>NM PROMO KITTINGER SD</td> <td></td> <td>NM</td> </tr> </table>										Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	8	KXTQ	M	03/17/14	11:53 PM	Peak Time	1030p-12a	:30	NM PROMO KITTINGER SD		NM																																																																																																																																																																																											
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																
8	KXTQ	M	03/17/14	11:53 PM	Peak Time	1030p-12a	:30	NM PROMO KITTINGER SD		NM																																																																																																																																																																																																																
6	03/03/14	03/28/14	Non-Peak Time	6a-2p	MTWTF--	:30	2		NM																																																																																																																																																																																																																	
<table border="0"> <tr> <td>Weeks:</td> <td>Start Date</td> <td>End Date</td> <td>MTWTFSS</td> <td>Spots/Week</td> <td>Rate</td> <td colspan="5"></td> </tr> <tr> <td></td> <td>03/03/14</td> <td>03/09/14</td> <td>MTWTF--</td> <td>2</td> <td></td> <td colspan="5"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>30</td> <td>KXTQ</td> <td>W</td> <td>03/05/14</td> <td>6:47 AM</td> <td>Non-Peak Time</td> <td>6a-2p</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>31</td> <td>KXTQ</td> <td>F</td> <td>03/07/14</td> <td>10:11 AM</td> <td>Non-Peak Time</td> <td>6a-2p</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td>Start Date</td> <td>End Date</td> <td>MTWTFSS</td> <td>Spots/Week</td> <td>Rate</td> <td colspan="5"></td> </tr> <tr> <td></td> <td>03/10/14</td> <td>03/16/14</td> <td>MTWTF--</td> <td>2</td> <td></td> <td colspan="5"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>22</td> <td>KXTQ</td> <td>M</td> <td>03/10/14</td> <td>9:21 AM</td> <td>Non-Peak Time</td> <td>6a-2p</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>23</td> <td>KXTQ</td> <td>Th</td> <td>03/13/14</td> <td>10:34 AM</td> <td>Non-Peak Time</td> <td>6a-2p</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td>Start Date</td> <td>End Date</td> <td>MTWTFSS</td> <td>Spots/Week</td> <td>Rate</td> <td colspan="5"></td> </tr> <tr> <td></td> <td>03/17/14</td> <td>03/23/14</td> <td>MTWTF--</td> <td>2</td> <td></td> <td colspan="5"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>25</td> <td>KXTQ</td> <td>M</td> <td>03/17/14</td> <td>9:59 AM</td> <td>Non-Peak Time</td> <td>6a-2p</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>29</td> <td>KXTQ</td> <td>F</td> <td>03/21/14</td> <td>10:20 AM</td> <td>Non-Peak Time</td> <td>6a-2p</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>Weeks:</td> <td>Start Date</td> <td>End Date</td> <td>MTWTFSS</td> <td>Spots/Week</td> <td>Rate</td> <td colspan="5"></td> </tr> <tr> <td></td> <td>03/24/14</td> <td>03/30/14</td> <td>MTWTF--</td> <td>1</td> <td></td> <td colspan="5"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>27</td> <td>KXTQ</td> <td>Th</td> <td>03/27/14</td> <td>7:47 AM</td> <td>Non-Peak Time</td> <td>6a-2p</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> </table>										Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate							03/03/14	03/09/14	MTWTF--	2							Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	30	KXTQ	W	03/05/14	6:47 AM	Non-Peak Time	6a-2p	:30	Road to Romance Final SD		NM	31	KXTQ	F	03/07/14	10:11 AM	Non-Peak Time	6a-2p	:30	NM True FilmSandSpace SD		NM	Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate							03/10/14	03/16/14	MTWTF--	2							Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	22	KXTQ	M	03/10/14	9:21 AM	Non-Peak Time	6a-2p	:30	Road to Romance Final SD		NM	23	KXTQ	Th	03/13/14	10:34 AM	Non-Peak Time	6a-2p	:30	Road to Romance Final SD		NM	Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate							03/17/14	03/23/14	MTWTF--	2							Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	25	KXTQ	M	03/17/14	9:59 AM	Non-Peak Time	6a-2p	:30	Road to Romance Final SD		NM	29	KXTQ	F	03/21/14	10:20 AM	Non-Peak Time	6a-2p	:30	Road to Romance Final SD		NM	Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate							03/24/14	03/30/14	MTWTF--	1							Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	27	KXTQ	Th	03/27/14	7:47 AM	Non-Peak Time	6a-2p	:30	Road to Romance Final SD		NM
Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate																																																																																																																																																																																																																					
	03/03/14	03/09/14	MTWTF--	2																																																																																																																																																																																																																						
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																
30	KXTQ	W	03/05/14	6:47 AM	Non-Peak Time	6a-2p	:30	Road to Romance Final SD		NM																																																																																																																																																																																																																
31	KXTQ	F	03/07/14	10:11 AM	Non-Peak Time	6a-2p	:30	NM True FilmSandSpace SD		NM																																																																																																																																																																																																																
Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate																																																																																																																																																																																																																					
	03/10/14	03/16/14	MTWTF--	2																																																																																																																																																																																																																						
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																
22	KXTQ	M	03/10/14	9:21 AM	Non-Peak Time	6a-2p	:30	Road to Romance Final SD		NM																																																																																																																																																																																																																
23	KXTQ	Th	03/13/14	10:34 AM	Non-Peak Time	6a-2p	:30	Road to Romance Final SD		NM																																																																																																																																																																																																																
Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate																																																																																																																																																																																																																					
	03/17/14	03/23/14	MTWTF--	2																																																																																																																																																																																																																						
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																
25	KXTQ	M	03/17/14	9:59 AM	Non-Peak Time	6a-2p	:30	Road to Romance Final SD		NM																																																																																																																																																																																																																
29	KXTQ	F	03/21/14	10:20 AM	Non-Peak Time	6a-2p	:30	Road to Romance Final SD		NM																																																																																																																																																																																																																
Weeks:	Start Date	End Date	MTWTFSS	Spots/Week	Rate																																																																																																																																																																																																																					
	03/24/14	03/30/14	MTWTF--	1																																																																																																																																																																																																																						
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																
27	KXTQ	Th	03/27/14	7:47 AM	Non-Peak Time	6a-2p	:30	Road to Romance Final SD		NM																																																																																																																																																																																																																

Total Spots 15

Payment Terms 30 Days

Net Total **\$245.00**

INVOICE

KLBB-LD
PO Box 3757
Lubbock, TX 79423
Main: (806) 745-3434
Billing: (806) 748-9305

Invoice #	Invoice Date	Invoice Month	Invoice Period
40171F-1	03/31/14	March 2014	03/01/14 - 03/30/14

Station	Account Executive	Sales Office	Sales Region
KLBB-LD	Julie Reecer	Local	Local

Billing Address:

City of Alamogordo (D)
Attention: Accounts Payable
Attention: Jan Wafful
1376 E. 9th Street
Alamogordo, NM 88310

Advertiser	Product	Estimate Number
City of Alamogordo (D)	March 2014	

Flight Dates	Order #	Alt Order #
03/03/14 - 03/30/14	40171F	

Billing Calendar	Billing Type	Deal #
Calendar	Cash	

Special Handling
Hand Deliver

IDB #	Advertiser Code	Product Code

Agency Ref	Advertiser Ref

Send Payment To:

KLBB-LD
PO Box 3757
Lubbock, TX 79423

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/Week	Rate	Type																																																																																																																																																																																																																				
1	03/03/14	03/30/14	Non-Peak	6a-12a	MTWTFSS	:30	3		NM																																																																																																																																																																																																																				
<table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/10/14</td> <td>03/16/14</td> <td>MTWTFSS</td> <td>3</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>34</td> <td>KLBB</td> <td>M</td> <td>03/10/14</td> <td>7:45 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>27</td> <td>KLBB</td> <td>Tu</td> <td>03/11/14</td> <td>11:45 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> <tr> <td>26</td> <td>KLBB</td> <td>Sa</td> <td>03/15/14</td> <td>6:43 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td colspan="10"> <table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/17/14</td> <td>03/23/14</td> <td>MTWTFSS</td> <td>3</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>28</td> <td>KLBB</td> <td>M</td> <td>03/17/14</td> <td>2:26 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM PROMO STAPP SD</td> <td></td> <td>NM</td> </tr> <tr> <td>35</td> <td>KLBB</td> <td>Tu</td> <td>03/18/14</td> <td>11:52 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>36</td> <td>KLBB</td> <td>W</td> <td>03/19/14</td> <td>8:18 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> <tr> <td colspan="10"> <table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/24/14</td> <td>03/30/14</td> <td>MTWTFSS</td> <td>3</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>30</td> <td>KLBB</td> <td>M</td> <td>03/24/14</td> <td>7:59 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>37</td> <td>KLBB</td> <td>Th</td> <td>03/27/14</td> <td>7:48 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>31</td> <td>KLBB</td> <td>F</td> <td>03/28/14</td> <td>7:00 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> </table></td></tr></table></td></tr></table>										Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/10/14	03/16/14	MTWTFSS	3						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	34	KLBB	M	03/10/14	7:45 AM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM	27	KLBB	Tu	03/11/14	11:45 AM	Non-Peak	6a-12a	:30	NM True FilmSandSpace SD		NM	26	KLBB	Sa	03/15/14	6:43 AM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM	<table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/17/14</td> <td>03/23/14</td> <td>MTWTFSS</td> <td>3</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>28</td> <td>KLBB</td> <td>M</td> <td>03/17/14</td> <td>2:26 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM PROMO STAPP SD</td> <td></td> <td>NM</td> </tr> <tr> <td>35</td> <td>KLBB</td> <td>Tu</td> <td>03/18/14</td> <td>11:52 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>36</td> <td>KLBB</td> <td>W</td> <td>03/19/14</td> <td>8:18 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> <tr> <td colspan="10"> <table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/24/14</td> <td>03/30/14</td> <td>MTWTFSS</td> <td>3</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>30</td> <td>KLBB</td> <td>M</td> <td>03/24/14</td> <td>7:59 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>37</td> <td>KLBB</td> <td>Th</td> <td>03/27/14</td> <td>7:48 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>31</td> <td>KLBB</td> <td>F</td> <td>03/28/14</td> <td>7:00 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> </table></td></tr></table>										Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/17/14	03/23/14	MTWTFSS	3						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	28	KLBB	M	03/17/14	2:26 PM	Non-Peak	6a-12a	:30	NM PROMO STAPP SD		NM	35	KLBB	Tu	03/18/14	11:52 PM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM	36	KLBB	W	03/19/14	8:18 PM	Non-Peak	6a-12a	:30	NM True FilmSandSpace SD		NM	<table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/24/14</td> <td>03/30/14</td> <td>MTWTFSS</td> <td>3</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>30</td> <td>KLBB</td> <td>M</td> <td>03/24/14</td> <td>7:59 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>37</td> <td>KLBB</td> <td>Th</td> <td>03/27/14</td> <td>7:48 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>31</td> <td>KLBB</td> <td>F</td> <td>03/28/14</td> <td>7:00 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> </table>										Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/24/14	03/30/14	MTWTFSS	3						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	30	KLBB	M	03/24/14	7:59 PM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM	37	KLBB	Th	03/27/14	7:48 AM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM	31	KLBB	F	03/28/14	7:00 AM	Non-Peak	6a-12a	:30	NM True FilmSandSpace SD		NM
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																																																																																																																																																								
	03/10/14	03/16/14	MTWTFSS	3																																																																																																																																																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																			
34	KLBB	M	03/10/14	7:45 AM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM																																																																																																																																																																																																																			
27	KLBB	Tu	03/11/14	11:45 AM	Non-Peak	6a-12a	:30	NM True FilmSandSpace SD		NM																																																																																																																																																																																																																			
26	KLBB	Sa	03/15/14	6:43 AM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM																																																																																																																																																																																																																			
<table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/17/14</td> <td>03/23/14</td> <td>MTWTFSS</td> <td>3</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>28</td> <td>KLBB</td> <td>M</td> <td>03/17/14</td> <td>2:26 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM PROMO STAPP SD</td> <td></td> <td>NM</td> </tr> <tr> <td>35</td> <td>KLBB</td> <td>Tu</td> <td>03/18/14</td> <td>11:52 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>36</td> <td>KLBB</td> <td>W</td> <td>03/19/14</td> <td>8:18 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> <tr> <td colspan="10"> <table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/24/14</td> <td>03/30/14</td> <td>MTWTFSS</td> <td>3</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>30</td> <td>KLBB</td> <td>M</td> <td>03/24/14</td> <td>7:59 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>37</td> <td>KLBB</td> <td>Th</td> <td>03/27/14</td> <td>7:48 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>31</td> <td>KLBB</td> <td>F</td> <td>03/28/14</td> <td>7:00 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> </table></td></tr></table>										Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/17/14	03/23/14	MTWTFSS	3						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	28	KLBB	M	03/17/14	2:26 PM	Non-Peak	6a-12a	:30	NM PROMO STAPP SD		NM	35	KLBB	Tu	03/18/14	11:52 PM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM	36	KLBB	W	03/19/14	8:18 PM	Non-Peak	6a-12a	:30	NM True FilmSandSpace SD		NM	<table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/24/14</td> <td>03/30/14</td> <td>MTWTFSS</td> <td>3</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>30</td> <td>KLBB</td> <td>M</td> <td>03/24/14</td> <td>7:59 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>37</td> <td>KLBB</td> <td>Th</td> <td>03/27/14</td> <td>7:48 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>31</td> <td>KLBB</td> <td>F</td> <td>03/28/14</td> <td>7:00 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> </table>										Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/24/14	03/30/14	MTWTFSS	3						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	30	KLBB	M	03/24/14	7:59 PM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM	37	KLBB	Th	03/27/14	7:48 AM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM	31	KLBB	F	03/28/14	7:00 AM	Non-Peak	6a-12a	:30	NM True FilmSandSpace SD		NM																																																																										
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																																																																																																																																																								
	03/17/14	03/23/14	MTWTFSS	3																																																																																																																																																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																			
28	KLBB	M	03/17/14	2:26 PM	Non-Peak	6a-12a	:30	NM PROMO STAPP SD		NM																																																																																																																																																																																																																			
35	KLBB	Tu	03/18/14	11:52 PM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM																																																																																																																																																																																																																			
36	KLBB	W	03/19/14	8:18 PM	Non-Peak	6a-12a	:30	NM True FilmSandSpace SD		NM																																																																																																																																																																																																																			
<table border="0"> <tr> <td>Weeks:</td> <td><u>Start Date</u></td> <td><u>End Date</u></td> <td><u>MTWTFSS</u></td> <td><u>Spots/Week</u></td> <td><u>Rate</u></td> <td colspan="4"></td> </tr> <tr> <td></td> <td>03/24/14</td> <td>03/30/14</td> <td>MTWTFSS</td> <td>3</td> <td></td> <td colspan="4"></td> </tr> <tr> <td>Spots: #</td> <td>Ch</td> <td>Day</td> <td>Air Date</td> <td>Air Time</td> <td>Description</td> <td>Start/End Time</td> <td>Length</td> <td>Ad-ID</td> <td>Rate</td> <td>Type</td> </tr> <tr> <td>30</td> <td>KLBB</td> <td>M</td> <td>03/24/14</td> <td>7:59 PM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>37</td> <td>KLBB</td> <td>Th</td> <td>03/27/14</td> <td>7:48 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>Road to Romance Final SD</td> <td></td> <td>NM</td> </tr> <tr> <td>31</td> <td>KLBB</td> <td>F</td> <td>03/28/14</td> <td>7:00 AM</td> <td>Non-Peak</td> <td>6a-12a</td> <td>:30</td> <td>NM True FilmSandSpace SD</td> <td></td> <td>NM</td> </tr> </table>										Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>						03/24/14	03/30/14	MTWTFSS	3						Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type	30	KLBB	M	03/24/14	7:59 PM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM	37	KLBB	Th	03/27/14	7:48 AM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM	31	KLBB	F	03/28/14	7:00 AM	Non-Peak	6a-12a	:30	NM True FilmSandSpace SD		NM																																																																																																																																																				
Weeks:	<u>Start Date</u>	<u>End Date</u>	<u>MTWTFSS</u>	<u>Spots/Week</u>	<u>Rate</u>																																																																																																																																																																																																																								
	03/24/14	03/30/14	MTWTFSS	3																																																																																																																																																																																																																									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate	Type																																																																																																																																																																																																																			
30	KLBB	M	03/24/14	7:59 PM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM																																																																																																																																																																																																																			
37	KLBB	Th	03/27/14	7:48 AM	Non-Peak	6a-12a	:30	Road to Romance Final SD		NM																																																																																																																																																																																																																			
31	KLBB	F	03/28/14	7:00 AM	Non-Peak	6a-12a	:30	NM True FilmSandSpace SD		NM																																																																																																																																																																																																																			

Total Spots 9

Payment Terms 30 Days

Net Total **\$63.00**

Knight Communications, Inc. dba: The Griffon
10150 Mallard Creek Rd. #201
Charlotte, NC
704-568-7804

Number:	IN018116
Page:	1
Date:	7/18/2013



INVOICE

Bill To: Alamogordo New Mexico 1376 E. Ninth Street Alamogordo, NM 88310 USA Attn: K. Jan Wafful		Sold To: Alamogordo New Mexico 1376 E. Ninth Street Alamogordo, NM 88310 USA Attn: K. Jan Wafful	
Reference - P.O. #	Customer No.	Salesperson	
	ALAALAM	Dave Arnold	
Description/Comments			Amount
Spring 2014 1/6 Page Color			840.00

Your message of support in the *Griffon* reaches local U.S. Army reservists on the 108th Division (Training). Your advertising dollars make it possible for this newspaper to be distributed as a free service to these reservists and their families- bringing them valuable news and information about their role in our national defense.
 Your copy of this issue of the *Griffon* will arrive in your mail within a few days of publication, about the same time it is received by your local reservists.

Please include this portion with your payment.

Please call 866-761-1247 or 704-568-7804 to make a credit card payment. Visa/MC/Amex accepted.



New Remit To Address:
Knight Communications, Inc. dba: The Griffon
10150 Mallard Creek Rd, #201
Charlotte, NC 28262

Customer Code . ALAALAM
Invoice Number IN018116
Amount due 840.00
Due Date 3/25/2014

Amount Included: _____



Pearland – Perfectly Placed for Outdoor Fun

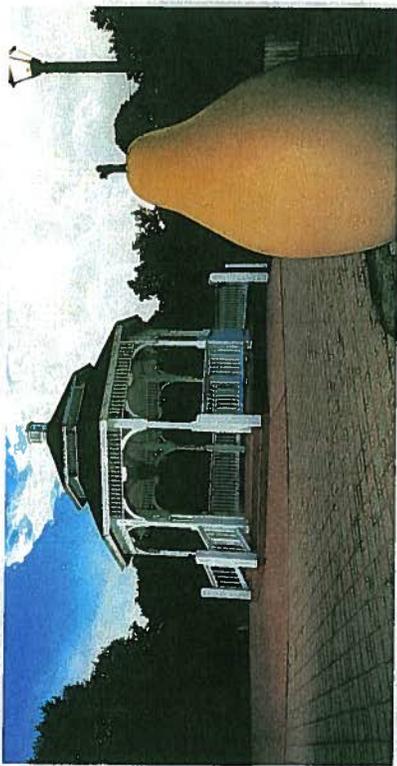
Pearland is perfectly placed in the Gulf Coast region of Texas, within 10 miles of Houston and Hobby Airport. You'll find it's the perfect pick to stay for a weekend getaway filled with plenty to do to enjoy the outdoors.

Paws in the Park

Visitors and locals alike enjoy the annual Paws in the Park event held March 29-30, 2014 at Pearland's Independence Park. Celebrating its 20th year, this paw-some event is a day filled with fun for you and your furry friend. The event begins with the H-E-B Plus! Pet and Owner Fun Run followed by the national Dock Diving competition. Watch demonstrations such as flyball, US Dog Disc Nationals, agility, obedience, mingle with local pet related businesses and much more!

Pearland Crawfish Festival

The ever-popular mudbugs take center stage April 4-6, 2014 with the Pearland Crawfish Festival. This festive event boils up tons of delicious, spicy crawfish, a world of great food, lively music, vendors, games, and more in the friendly, relaxed fun and community feel of a small town fair and serves it up big. The area's best Zydeco bands provide infectious rhythms where the Bayou meets the Bay, and The



Houston Blues Society will bring in the blues. Visitors will enjoy a beanbag tournament, crawfish eating contests, vendors of gifts, arts and crafts and more. There is free admission for active military with current ID and children ages 12 and under.

Summerfest

Enjoy a live, music concert on Friday nights May 2nd through June 27th from 7 p.m. to 9 p.m. Pearland's Southdown Park is transformed into a sea of blankets, lawn chairs and evening picnics with guests from all over listening to the sounds of regional bands representing various genres of music in celebration of summer.

Year round you'll find plenty of other options for outdoor fun in Pearland whether you want to play a round of golf, miniature golf or golf disc, experience a local Hindu Temple, Sri Meenakshi, or picnic in one of our many parks. Enjoyment is never too far away with a day trip to downtown Houston's Theater District (10 miles), Johnson Space Center (16 miles), Kemah Boardwalk (20 miles) and Galveston (30 miles).

Texas barbecue is definitely an option with a stay in Pearland with two celebrated barbecue

restaurants located in the city. The infamous Central Texas Style BBQ has served Pearland for over 40 years. The local institution is known for its history smoked meats and homemade sides and desserts. And of course, Big Horn BBQ is also acclaimed and dubbed the Big Horn experience. The casual atmosphere of the locally owned restaurant includes a unique gift shop and live music with local artists on Friday and Saturday nights.

For a bit of international flair, King's Biergarten and Restaurant located in Pearland has received wide acclaim for its authentic German/Austrian cuisine and festive setting with live entertainment.

Pearland has 11 name brand hotels, an impressive selection of dining venues and a variety of shopping that includes the Pearland Town Center with high end retailers, specialty shops, fine dining and entertainment along with Bass Pro shops 150,000 sq. ft. playground consisting of 3,500 area artifacts, antiques, pictures, mounts and memorabilia, the store becomes a living museum of Texas' hunting, fishing, camping and other outdoor legacies.

For more information, visit visitpearland.com

A Perfect Pick
...for Rest & Relaxation

- Proximity to world-class beaches
- Perfectly Priced: 11 Hotels, Restaurants, Local Farms
- Plenty to Do: Golf, Miniature Golf, Disc Golf, Fishing, Hunting, Biking, Kayaking, and more!

Get your FREE Map!

Pearland Entertainment & Visitors Bureau | visitpearland.com | Pearland, Texas | 77584-5375

White Sands International, Harwood

On top of white sands you can walk in the moment.

TRUE FALSE

A margarita is NEW MEXICO FINE.

1111 Harwood Blvd.

For this month of years life's daily drama has been performed on Palo Verde Center State Park. Come get your own full experience.

An Amarillo Sky

visit visitamarillo.tx.com | 800-860-1233

GroupTourMedia

INVOICE

Bill To:

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

Invoice #: SJ42023
Date: 4/1/2014
Terms: Upon Receipt
P.O. #:
Account #: 41873
Sales Rep: Tom Ward

Please include the invoice number on your payment.

<u>Qt</u>	<u>Description</u>	<u>Each</u>	<u>Net Total</u>
1	1/2 pg Group Tour Magazine Western Apr/May/Jun	\$3,315.00	\$3,315.00

Make check payable to:

Group Tour Media
2465 112th Ave
Holland, MI 49424

Invoice #: SJ42023
Account #: 41873

Subtotal	\$3,315.00
Deposit	
Net Total	\$3,315.00

All payments must be in U.S. funds.

Federal ID - 26-1183347

Prepare gourmet group experiences in Taos

At Cooking Studio Taos, there is no such thing as “too many cooks in the kitchen.” The studio, created by Chris and Valerie Maher, offers hands-on cooking classes for groups of 70 or more people.

Located in El Salto, the studio is half-way between downtown Taos and the Taos Ski Valley.

“The views and setting are magical,” said Valerie Maher. “We have two kitchens that we use for our classes and groups.”



Cooking Studio Taos offers cooking classes for groups.

Valerie and her husband Chris started Cooking Studio Taos in 2004, but Chris has been teaching cooking for more than 30 years. Before moving to Taos, he simultaneously operated three restaurants and a catering company. He also owned a fine-dining restaurant in Taos while teaching part-time. Chef Chris is a nationally acclaimed, James Beard-recognized chef, as well as an actor. Chris was in TV shows and movies including *Enough*, *Mannequin* and *The Men Who Stare at Goats*.

Cooking classes usually last five hours. Before any cooking takes place, groups meet with Chef Chris for an overview and to review the recipes together.

“All levels of cooks from beginners to professionals will learn something while here, from history of the cuisine, knife skills, tricks and techniques and how to use spices for great flavors,” Valerie Maher said.

Chef Chris teaches a wide variety of cuisines including New Mexican, Cuban, Italian, French, Moroccan, Turkish, Greek, Egyptian, German, American regional and Thai.

All group experiences end with a seated meal of everything they prepared together.

“Bar none, this will be the best experience they have while visiting this part of the world,” Valerie Maher said. “Not only will they have an experience of learning something new and different, but all in a beautiful location, fully immersed in an interactive environment.”

Cooking Studio Taos also offers team-building cooking classes for

corporate groups and organizations. Groups are broken up into small teams, participate in motivational talks with Chef Chris and prepare a five-course gourmet meal.

Cooking Studio Taos
(575) 776-2665
www.cookingstudiotaos.com

White Sands National Monument

On top of white sands
you can walk in the moment.

TRUE FALSE

www.Alamogordo.com

Alamogordo is
NEW MEXICO *True*

Reader Service Card #244



WSMR F&MWR Marketing
 501 Aberdeen Ave, PO Box 400
 WSMR, NM 88002

Number:	INV0000000045
Page:	1
Date:	3/25/2014

Sold To: City of Alamogordo Attn: Jan Wafful / Matt McNeile 1376 E. Ninth Street Alamogordo, NM 88310
--

Ship To: City of Alamogordo Attn: Jan Wafful / Matt McNeile 1376 E. Ninth Street Alamogordo, NM 88310
--

Reference PO #	Customer #	Salesperson	Ship Via	Terms Code
FY14BMDM0025		Kristen Smith		

	Description/Comments				Amount
	Bataan Memorial Death March 2014 In-processing Booth Space				\$ 1,900.00

Remit To:
 IMWRF - 553
 WSMR F&MWR Marketing
 501 Aberdeen Ave, PO Box 400
 WSMR NM 88002

Subtotal Before Taxes:	\$	1,900.00
Total Taxes:	\$	-
Total Amount:	\$	1,900.00
Payment Received:		
Discount Taken:	\$	-
Amount Due:	\$	1,900.00

2014 Bataan Memorial Death March: FY14BMDM0025
COMMERCIAL SPONSORSHIP AGREEMENT
White Sands Missile Range
Family & Morale, Welfare & Recreation

This sponsorship agreement is made and entered into by and between the White Sands Missile Range (WSMR) Family & Morale, Welfare & Recreation Office (F&MWR), Aberdeen Ave, Bldg 501, White Sands Missile Range, NM 88002 and the City of Alamogordo, 1376 E. Ninth Street, Alamogordo, NM 88310

In consideration of the mutual promises set forth below, the parties, intending to be legally bound, hereby agree as follows:

1. **Event.** 25th Annual Bataan Memorial Death March, 23 March 2014.
2. **Family & Morale, Welfare & Recreation (F&MWR) Responsibilities.**
 - a) F&MWR will provide one (1) large booth display space for sponsor use at the packet pickup for Friday and Saturday of the 25th Annual Bataan Memorial Death March. The display space can be used by the City of Alamogordo for product/service display, giveaways, and information distribution only during the 25th Annual Bataan Memorial Death March weekend. All costs of the booth display are the sole responsibility of the City of Alamogordo.
 - a) F&MWR reserves the right to review and approve the City of Alamogordo's developed/supplied printed materials and camera-ready artwork related to the event prior to distribution. All materials will display the following disclaimer: "Appearance of commercial advertising is in no way an endorsement of the products or services by the White Sands Missile Range or the U.S. Army."
3. **City of Alamogordo Responsibilities.**
 - a) The City of Alamogordo will deliver a non-refundable sponsorship fee of \$1900.00 (payable to: IMWRF-553) due by 1 April 2014.
 - b) The City of Alamogordo may set up a booth display on Friday, 21 and Saturday, 22 March 2014 to be used during in-processing for the 25th Annual Bataan Memorial Death March. The display space can be used by the City of Alamogordo for product/service display, giveaways, and information distribution only during the 25th Annual Bataan Memorial Death March weekend. All costs of the booth display are the sole responsibility of the City of Alamogordo.
 - c) The City of Alamogordo grants the F&MWR Office a royalty-free, non-exclusive license to use and display the trademarks or service marks associated with its products. Such use shall be limited solely to the sponsorship of the event and any advertising or promotional activities relating thereto. The F&MWR Office shall not use any of the sponsors trademarks in a way which would cause any person

reasonably to infer, or would otherwise convey the impression, that the F&MWR Office is in any way affiliated with or otherwise acting on behalf of sponsor or which may be detrimental to the sponsor's interest. The F&MWR Office acknowledges that the provisions of this paragraph do not convey to them any right, title, or ownership interests in the trademarks. Except as expressly provided herein, neither party shall have the right to use in any way the corporate or trade name, trademark, service mark, logo or other identification of the other party without the other party's prior written consent.

- d) The City of Alamogordo will not engage in any publicity or advertising campaign which refers to WSMR, F&MWR, DA, or DoD, or which makes reference to this agreement or to its contents without first obtaining prior written approval of F&MWR.

4. **Exclusivity.** F&MWR reserves the right to engage other sponsors.

5. **Terms and Termination.** The terms of this agreement shall commence on the date signed and shall continue through 23 March 2014. Any party may immediately terminate this agreement upon a material breach by the other party of any term or condition set forth herein. Notice in writing shall be provided to the party in breach.

6. **Sponsorship Costs.** No costs incurred by the City of Alamogordo in association with the sponsorship of the 25th Annual Bataan Memorial Death March shall be charged to any agency, department or activity of the US Army or of the White Sands Missile Range.

7. **Force Majeure.** No party shall be responsible for events that are unforeseeable, or beyond its reasonable control, such as acts of God, weather delays, government restrictions, or unforeseen commercial delays.

8. **Assignment.** This agreement is not assignable in whole or in part by any party hereto in the absence of the prior written consent of the parties.

9. **Entire Agreement.** This agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, arrangements, communications or representations, whether oral or written. This agreement may not be amended, altered, modified, or changed except by an addendum signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed.

Signature: [Signature]
F&MWR - WHITE SANDS MISSILE RANGE
By: Steve Zagar
Title: Director of Family & Morale, Welfare & Recreation

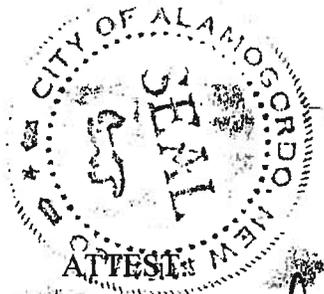
Date: 10 Feb 14

Signature: _____
Descendants Group of the ADBC
By:
Title:

Date: _____

Signature: Robert P. Simm
SJA - Reviewed and determined to be legally sufficient insufficient (circle one)
Date: 10 Feb 2014

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation



By: [Signature]
James R. Stahle, City Manager

Renee L. Cantin
Renee L. Cantin, City Clerk

APPROVED AS TO FORM:
[Signature]
Stephen P. Chies, City Attorney

New Mexico MAGAZINE

New Mexico Magazine
 Lew Wallace Building
 495 Old Santa Fe Trail
 Santa Fe, NM 87501

Invoice

Jan Wafful
 City of Alamogordo
 1376 E. Ninth St.
 Alamogordo, NM 88310

DATE	INVOICE #	DUE DATE	SALES REP
3/20/2014	1165-3	4/20/2014	David Oakeley

Pub.	Issue	Year	Section	Ad Size	Color	Frequency	Gross	Net	Amount
New Mexico Vacation Guide	2014	2014	Tourism Regional Co- op	Full Page	4-Color	1x	\$3,911.26	\$3,911.26	\$3,911.26

TOTAL:	\$3,911.26
---------------	-------------------

Thank you for your business.

White Sands National Monument

You'll fall in love the moment your feet touch the white sand.

TRUE **FALSE**

Alamogordo is
NEW MEXICO *True*

www.Alamogordo.com

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: March 25, 2014

Report Date: March 12, 2014

Report No: 8

Submitted By: Renee Cantin,
City Clerk

Approved For Agenda: 

Subject: Consider, and act upon, the final publication of Ordinance No. 1464 approving a Local Economic Development Assistance (LEDA) application with Federal Research, Science & Technology (FRST), LLC.

Fiscal Impact: \$250,000

Amount Budgeted:

Fund: (105)

Recommendation: Approve the Ordinance for final publication. **[Roll call vote required]**

Background: At the Regular Meeting of March 25th, 2014, the City Commission approved the Ordinance for first publication. A summary of the Ordinance was published in the *Alamogordo Daily News* on Sunday, March 30th, 2014. If approved for final adoption, the summary will be published a second time on Sunday, April 27th, 2014 and will be effective May 2nd, 2014.

The following information was provided by Stephen Thies, City Attorney at the time it was brought for first publication: On January 10, 2013 the New Mexico Economic Development Department (NMEDD) notified the City of Alamogordo of a \$250,000 LEDA-Capital Outlay Program award to First Research, Science & Technology (FRST) towards qualified uses in the City of Alamogordo. Consequently, the City Manager and Staff met and have been actively working with NMEDD and Otero County Economic Development Council (OCEDC) to provide technical support and guidance to FRST with the Local Economic Development Act (LEDA) application process. According to Ordinance No. 983, interested applicants requesting economic development community assistance from the City of Alamogordo must be approved by ordinance.

FRST, a Texas based corporation, is requesting public support for the cost and expenses incurred for the development of their project facilities. The project in turn, will foster and enhance the City's economic development efforts by creating 24 jobs and expand the City's tax base. Pursuant to the Project Participation Agreement with the City, FRST is required to create a minimum of twenty-four (24) jobs within the City during a five-year period following the date of its commencement of operations at the proposed building.

Reviewed By:

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

As a result, FRST will receive LEDA assistance totaling \$500,000 to implement the project; of which \$250,000 stems from NMEDD LEDA-Capital Outlay Program and the remaining half from City's LEDA – Community Assistance Program (under Ordinance 983). H.T.E. Project Number ED1401.

Staff is recommending the City Commission approve the first publication of Ordinance No. 1464.

Reviewed By:

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

ORDINANCE NUMBER 1464

AN ORDINANCE OF THE CITY OF ALAMOGORDO, NEW MEXICO APPROVING A LOCAL ECONOMIC DEVELOPMENT ASSISTANCE (LEDA) APPLICATION WITH FRST, INC., AUTHORIZING A PROJECT PARTICIPATION AGREEMENT.

WHEREAS, the City of Alamogordo, New Mexico has passed Ordinance 983, related to Economic Development Strategic Planning; and

WHEREAS, the purpose of the Economic Development Plan is to “allow public support of economic projects to foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources;” and

WHEREAS, FRST, INC. is requesting public support for an economic development project to locate its facility in the City of Alamogordo, which is initially estimated to create \$3,609,965 in new payroll over a period of five (5) years; and

WHEREAS, the State of New Mexico Economic Development Department has reviewed the Request for Economic Development Incentives provided by FRST, INC. and has concurred that these incentives meet the State of New Mexico LEDA-Capital Outlay Program criteria, offering the City of Alamogordo a grant award of \$250,000 for set project; and

WHEREAS, the City of Alamogordo staff has also conducted a project evaluation in accordance to Ordinance 983, Section C (2-14-050) and found that FRST, INC. has provided information which meets the requirements of the Local Economic Development Act; and

WHEREAS, the City of Alamogordo also agrees to provide the sum of \$250,000 of Economic Development Incentives to FRST, INC. as a local participation in the project; and

WHEREAS, the Commission of the City of Alamogordo chooses to enter into an agreement with FRST, INC. in the form of a Project Participation Agreement.

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

Section 1. Pursuant to the City of Alamogordo Economic Development Plan, Ordinance 983 and NMSA 1978 Section 5-10-1, et seq. (Local Economic Development Act – “the Act”), the proposed economic development project of FRST, INC. (the Company”) which is on file with the City Clerk and available for public inspection, is approved for the purposes set in NMSA 1978 Section 5-10-

1, et. seq. and the City of Alamogordo is authorized to enter into a 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 incorporated 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 financial assistance 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.

Section 2. That the Mayor of the City of Alamogordo is authorized and directed to all things necessary to implement this ordinance that is lawfully adopted.

Section 3. Repealer. All ordinances or parts of ordinances or provisions of the City of Alamogordo Code of Ordinance in conflict or inconsistent herewith be, and the same hereby are repealed to the extent only of such conflict or inconsistency, and as to all other ordinances, this ordinance is hereby made cumulative. This repealer shall not be construed to revive any ordinance or parts of any ordinance heretofore repealed.

Section 4. Severability. If any section, paragraph, clause or provision of this ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

Section 5. Effective date. This ordinance shall be effective five days after publication by title and general summary.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2014.

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

First publication approval: 03/25/2014
First publication: 03/30/2014
Final publication approval: 04/22/2014
Final publication: 04/27/2014
Effective date: 05/02/2014

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 10, 2014

Report No: 9

Submitted By: Renee Cantin

Approved For Agenda: _____

RC

Subject: Consider, and act upon, the final publication of Ordinance No. 1465 amending Section 3.050 of the Personnel Manual concerning Applicant Qualifications.

Fiscal Impact: None
Amount Budgeted: N/A
Fund: N/A

Recommendation: Approve the Ordinance for final publication. **[Roll call vote required]**

Background: At the Regular Meeting of March 25th, 2014, the City Commission approved the Ordinance for first publication. A summary of the Ordinance was published in the *Alamogordo Daily News* on Sunday, March 30th, 2014. If approved for final adoption, the summary will be published a second time on Sunday, April 27th, 2014 and will be effective May 2nd, 2014.

The following information was provided by Stephen Thies, City Attorney at the time it was brought for first publication: The City has determined that it is in the best interest of the community to impose age restrictions for police officers and firefighters. Police officers must have reached their 21st birthday on the date of application for the position and firefighters must have reached their 18th birthday on the date of application for the position.

Reviewed By: _____

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

ORDINANCE NO. 1465

**AMENDING SECTION 3.050 OF THE PERSONNEL
MANUAL CONCERNING APPLICANT QUALIFICATIONS**

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

WHEREAS, the personnel manual was revised and adopted in its entirety on July 24, 2004; and,

WHEREAS, this amendment will impose minimum age restrictions for police officers and firefighters; and,

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

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo that Section 3.050 of the Personnel Manual be amended to read as follows:

3.050 - APPLICANT QUALIFICATIONS

Qualifications are the primary consideration in filling any position. Experience, education, training, skills, and other abilities, as well as specific position requirements and the prior employment history of the applicant, are considered in appraising individual qualifications. Qualifications are subject to change within job fields and according to job descriptions prior to posting. Notwithstanding the foregoing, no person shall be eligible to have his or her name certified for original appointment to the position of police officer if such person has not reached his twenty-first birthday on the date of application for the position, or the position of firefighter if such person has not reached his or her eighteenth birthday on the date of application for the position.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

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

First publication approval: 03/25/2014

First publication: 03/30/2014

Final publication approval: 04/22/2014

Final publication: 04/27/2014

Effective date: 05/02/2014

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 10, 2014

Report No: 10

Submitted By: Renee Cantin
City Clerk

Approved For Agenda: _____



Subject: Consider, and act upon, the final publication of Ordinance No. 1466 related to Municipal Election Campaign Disclosure.

Fiscal Impact: TBD
Amount Budgeted: N/A
Fund:

Recommendation: Approve the Ordinance for final publication. **[Roll call vote required]**

Background: At the Regular Meeting of March 25th, 2014, the City Commission approved the Ordinance for first publication. A summary of the Ordinance was published in the *Alamogordo Daily News* on Sunday, March 30th, 2014. If approved for final adoption, the summary will be published a second time on Sunday, April 27th, 2014 and will be effective May 2nd, 2014.

The following information was provided by Stephen Thies, City Attorney at the time it was brought for first publication: During the March 4th Commission meeting, Commissioner Sikes requested that staff prepare a campaign disclosure ordinance for consideration by the Commission. It was requested that the ordinance be brought back to the Commission at the March 25th meeting. The requested ordinance is attached.

Currently, municipal elections are not subject to the New Mexico Campaign Reporting Act. As a result, several municipalities, including Santa Fe, Albuquerque and Las Cruces have enacted an ordinance that requires disclosure of campaign contributions. The attached ordinance is substantially based on the disclosure ordinance enacted by Las Cruces plus some additional provisions taken from the Santa Fe and out-of-state ordinances. If enacted, the requirement to disclose contributions would apply not only to the candidate themselves but to a committee formed for the purpose of supporting or opposing a candidate or a question, such as the recent bond questions, that appear on the ballot. The first disclosure report must be filed twelve days prior to the election. Subsequent reports will need to be filed until all funds have been spent or otherwise distributed. A candidate can serve as their own treasurer. Any candidate that fails or refuses to file the necessary disclosures with the City Clerk will not

Reviewed By:

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

be issued a certificate of election until they do so.

Staff requests consideration of the ordinance for first publication .

Reviewed By:

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

ORDINANCE NO. 1466

AMENDMENT TO ADD ARTICLE 2-16 TO CHAPTER 2 OF THE ALAMOGORDO CODE OF ORDINANCES RELATING TO CAMPAIGN DISCLOSURE

BE IT ORDAINED by the City Commission of the City of Alamogordo as follows:

SECTION ONE. Chapter 2 of the Alamogordo Code of Ordinances is hereby amended to create the following new section 2-16:

2-16 MUNICIPAL ELECTION CAMPAIGN DISCLOSURE ORDINANCE.

2-16-010 Title.

This section may be cited as the "Campaign Disclosure Code."

2-16-020 Purpose and Intent.

It is the public policy of the City of Alamogordo:

- A. That public confidence in municipal government is essential and must be promoted by all possible means;
- B. That political campaign contributions and expenditures be fully disclosed to the public and that secrecy in the sources and application of such contributions be avoided; and
- C. That the public's right to know how political campaigns are financed far outweighs any right that the contributions remain secret and private.

2-16-030 Definitions.

Unless otherwise defined in this section or the contrary is stated or clearly appears from the context, the definitions of the New Mexico "Campaign Reporting Act", Sections 1-19-25 through 1-19-36 NMSA 1978, as amended, shall govern the interpretation of this Chapter.

Candidate means an individual seeking election to the position of mayor, commissioner or municipal judge at a regular or special election of the city.

Charity means an organization that is exempted from federal taxation by Title 26 United States Code, section 501(c)(3).

Contribution means a gift, subscription, loan, advance or deposit of any money or other thing of value which is made for the primary purpose of supporting or opposing a candidate for elective office, but "contribution" does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or

political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

Election means any general or special municipal election in the city.

Expenditure means a payment, transfer, or distribution, or obligation or promise to pay, transfer or distribute any money or other thing of value for the purpose of influencing the outcome of an election of a candidate, but does not include the candidate's or his immediate family's personal expenses.

General purpose political committee means a political committee other than a special purpose political committee.

Political committee means every two or more persons who are selected, appointed, chosen or associated for the purpose of, wholly or in part, supporting or opposing a candidate at any election, and includes political committees or similar organizations composed of employees or members of any corporation, labor organization, trade or professional association or any other similar group which raises, collects, expends or contributes money or any other thing of value for the purpose of supporting or opposing a candidate in a municipal election.

Reporting individual means every candidate, every treasurer of every special purpose political committee or treasurer of every general purpose political committee whose purpose is to aid the candidate in the campaign for municipal office.

Special purpose political committee means a political committee making contributions to support or oppose one candidate, such contributions being limited to one special or one general election.

2-16-040 Applicability of article.

This article also applies to any contributions, expenditures, persons, or committees whose purpose is to encourage adoption or defeat of any municipal question submitted to the voters of the city.

2-16-050 Family contributions.

A. Contributions by a husband and wife shall be treated as separate contributions and shall not be aggregated.

B. Contributions by children under eighteen (18) years of age shall be treated as contributions by their parents and attributed proportionately to each parent (one-half to each parent or the total amount to a single custodial parent).

2-16-060 Return of contributions.

A contribution shall not be considered to be received if it is not negotiated, deposited or utilized, and, in addition, if it is returned to the donor within fourteen (14) calendar days of receipt.

2-16-070 Required.

Each candidate and each treasurer of each special purpose political committee and general purpose political committee shall file with the city clerk a report of expenditures and contributions on forms prescribed by the city clerk. When the reporting individual is a candidate, the report shall include the expenditures and contributions of those political committees authorized by the candidate to expend and receive funds on behalf of his candidacy, and when the candidate files a report for the political committee, the treasurer thereof need not file a report of expenditures and contributions for the period of time covered in the candidate's report.

2-16-080 Forms furnished by city.

The city clerk shall furnish upon request to political committees or candidates the form for the reporting of expenditures and contributions. The clerk shall give each candidate, or a designated representative, the prescribed reporting forms at the time of filing the nominating petition. Ten days before any report of expenditures and contributions is required to be filed by this division, the city clerk shall notify each candidate by certified mail of the deadline for filing the report.

2-16-090 Contents.

Under this division, each reporting individual shall file a report containing the following information:

A. A report of expenditures and contributions, itemizing each item of expenditure and contribution, including:

1. The name and address of the person to whom an expenditure was made or from whom a contribution was received;
2. The amount of the expenditure or contribution, or value thereof;
3. A description of the in-kind services or goods received; and
4. The date of the expenditure or contribution.

B. The report of expenditures and contributions shall be subscribed and sworn to by the candidate or treasurer of the political committee, as the case may be.

2-16-100 Time for filing.

All candidates and special purpose political committees and general purpose political committees shall file reports of expenditures and contributions for the following reporting periods:

- A. Twelve days prior to an election;

B. Not later than 30 days after an election;

C. Six months after an election, if any contributions in the possession of the candidate or special purpose political committee remain unexpended or if any debt remains unpaid; and

D. Every 12 months after an election, so long as any debt remains unpaid by the candidate or special purpose political committee.

2-16-110 Late filing penalty; failure to file report.

A. If any candidate or treasurer of a political committee files a report of expenditures and contributions after any deadline imposed by the campaign procedures, such person shall be liable and shall pay to the city clerk at the time of late filing the sum of \$10.00 per day for each regular working day after the time required by this division for the filing of reports of expenditures and contributions. An incomplete report will be considered as no report; a late filing penalty will apply to the completed report if it is not filed within the prescribed time limits. All sums collected for such penalty shall be deposited in the general fund of the city. If sent by certified mail or registered mail, the report shall be deemed filed on the date three days following the date of the postmark.

B. Any candidate who fails or refuses to file a report of expenditures and contributions in the manner and within the time required by this division shall not be issued a certificate of election until such candidate files the report of expenditures and contributions.

2-16-120 Political committee treasurer.

A. It is unlawful for the members of any political committee or candidate to make any expenditure or solicit or accept any contribution for the purpose of supporting or opposing a candidate, unless:

1. A treasurer has been appointed and is constantly maintained; however, when a duly appointed treasurer is unable for any reason to continue as treasurer, the candidate may appoint a successor, provided that nothing in this subsection prohibits a candidate from appointing himself treasurer;

2. All disbursements of money and receipts of contributions shall be recorded by and through such treasurer; and

3. Such treasurer, upon disbursing or receiving money or other things of value, shall immediately enter and thereafter keep in a proper book, to be preserved by him, a full, true and itemized statement and account of each sum disbursed or received, the date of such disbursement or receipt, to whom disbursed or from whom received and the object and purpose for which it has been disbursed or received.

B. Anonymous contributions in an amount not to exceed \$25.00 from one individual or organization may be accepted, but such contributions shall be reported as to date and amount.

2-16-130 Election financial records.

A. Candidates for elective office or treasurers for political committees shall keep financial records for a period of six months following the date of election, in order that the records will be available if a complaint is filed or inquiry is made. Such financial records shall include cancelled checks, invoices, receipts, bank statements, bills of sale, statements of account, and all other financial records pertinent to the campaign.

B. In preparing and maintaining financial records such as ledgers and journals and recording contributions and expenditures on the disclosure statement of campaign financing, the candidates or treasurers of political committees shall:

1. Record in-kind contributions as both contributions and expenditures with a description of such in-kind services or goods received;
2. Record campaign loans as contributions, with subsequent repayment of loans credited against contributions; and
3. Record returned contributions as credits against contributors.

C. The services of a person who is performing the duties of treasurer pursuant to the Campaign Disclosure Code shall not be considered a campaign contribution as defined in this section.

D. The gross receipts of a fundraising activity on behalf of a candidate for elective office are considered to be campaign contributions, and all expenditures associated with such a fundraising activity are considered to be campaign expenditures. As used in this interpretation, the term "gross receipts" includes all monies and donations of any kind which are received as part of the fundraising activity.

E. The city clerk, upon being advised of the formation and existence of a special political committee, as defined in this article, shall furnish by mail to the chairman, moderator, or head, however designated, of such committee, and also the fundraising member thereof, however designated, if known, a copy of the Campaign Disclosure Code and campaign practices, and shall call attention to the requirements for reporting contributions and expenditures by the political committee as provided for in this section. Within ten days from receipt of the notification from the city, the political committee shall prepare and file with the office of the city clerk a statement, signed by the head of the committee or by the finance chairman thereof, setting forth the following:

1. The exact name of the committee;
2. Its official address and phone number, if available;
3. Its membership and officials thereof; and
4. Acknowledgment of receipt of a copy of the Campaign Disclosure Code and of the requirements regarding filing of reports.

2-16-140 Committee Statement.

It is recognized that an affirmative duty rests on the officials of such political committee to be aware of the provisions of the Campaign Disclosure Code, and, accordingly, such officials are enjoined to prepare and file the required statements without a request from the office of the city clerk. The city is excused from notifying the candidates or committees.

2-16-150 Campaign Funds.

Campaign funds shall be used and distributed as follows:

A. All contributions received shall be under the custody of the campaign treasurer or deputy campaign treasurer and shall be segregated from, and not be commingled with, the personal funds of an individual, group or political committee. Contributions shall be used exclusively to pay expenses incurred in furtherance of the candidate's campaign, and shall not be used for any other purpose, including:

1. The candidate's personal living expenses or compensation to the candidate;
2. A contribution to the campaign of another candidate or to a political party or political committee or to a campaign supporting or opposing a ballot proposition;
3. An expenditure supporting the election of another candidate or the passage or defeat of a ballot proposition; or
4. Any gift or transfer for which compensating value is not received, other than a donation or distribution permitted by this subsection at the conclusion of an election.

B. Any campaign contributions remaining unspent and any tangible assets with an estimated resale value greater than two hundred dollars (\$200.00) that were purchased with such contributions and remain in the possession of the campaign at the conclusion of an election shall be distributed for the following purposes:

1. Expenditures of the campaign;
2. Donations to the city's general fund or, in the case of tangible assets, to the city for its use or disposition in accordance with the city's procurement code. Proceeds from such disposition shall be deposited in the city's general fund;
3. Donations to charities; or
4. Disbursements to return unused funds to the contributors.

C. All unspent campaign contributions shall be distributed within six (6) months following a municipal election, for any of the purposes listed in this subsection 2-16-150. All candidates and political committees shall file reports listing the date, amount and recipient of each post-election expenditure, donation or disbursement made from campaign funds pursuant to this subsection 2-16-150. Such report shall be part of the final campaign finance statement that is required by subsection 2-16-130.

2-16-160 Campaign Treasurer; Deputy Campaign Treasurer; Duties.

A campaign treasurer, deputy campaign treasurer or political committee may invest funds deposited in the campaign account in an account of indebtedness of a financial institution up to the amount of federal deposit insurance; United States bonds or certificates of indebtedness or those of a federal agency; and/or bonds or warrants of the state or any municipal corporation of the state. All interest, dividends, and/or other income derived from the investment and the principal when repaid shall be deposited in the campaign account.

SECTION TWO. EFFECTIVE DATE. This Ordinance shall take effect five days after publication by title and general summary.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2014.

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

First publication approval: 03/25/2014
First publication: 03/30/2014
Final publication approval: 04/22/2014
Final publication: 04/27/2014
Effective date: 05/02/2014

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 10, 2014

Report No: 11

Submitted By: Reneé Cantin
City Clerk

Approved For Agenda: _____



Subject: Consider, and act upon, Resolution No. 2014-17 supporting the Department of Defense position on the SunZia operations at White Sands Missile Range.

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

Background: Mayor Galea requested this item to be included on the agenda in support of the Department of Defense position regarding the SunZia project.

The draft resolution will be included next week when the final agenda is distributed.

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 _____

RESOLUTION NO. 2014-17

A RESOLUTION OF THE CITY OF COMMISSION OF CITY OF ALAMOGORDO, NEW MEXICO COOUNTY, STATE OF OTERO, IN SUPPORT OF THE DOD PREFERRED ROUTE FOR THE PROPOSED SUN-ZIA TRANSMISSION LINE

WHEREAS, the SunZia Transmission project is a proposal to construct and operate two 500 kilovolt (kV) transmission lines originating at a new substation in Lincoln County in the vicinity of Corona, New Mexico, and terminating at the Pinal Central Substation in Pinal County near Coolidge, Arizona, for the purpose of transporting electricity generated by power generation resources, including renewable resources, to western power markets and load centers; and

WHEREAS, a portion of the proposed transmission line spans a distance of approximately 35-miles across the northern extension of White Sands Missile Range (WSMR); and

WHEREAS, the continued testing and evaluations of missiles at the WSMR is vital to our nation's security and national defense; and

WHEREAS, the proposed transmission line could have a potentially devastating impact on military capabilities at both the WSMR and at Holloman Air Force Base, and a resulting loss of thousands of jobs and millions of dollars in lost wages, and

WHEREAS, although the Sun Zia project is important to the state's economy and promising future renewable energy industry, the planned route is not supported by the Department of Defense (DoD), due to its potential impact on the testing activities conducted at the WSMR; and

WHEREAS, in 2013 the DoD commissioned a study by the Massachusetts Institute of Technology (MIT) on the potential impacts of the SunZia transmission line on White Sands Missile Range; and

WHEREAS, the Bureau of Land Management, the lead federal agency for the development of the EIS/RMPA for the proposed SunZia Southwest Transmission Project, has delayed issuing a record of decision on the SunZia project environmental impact statement pending the MIT review; and

WHEREAS, the MIT report validates DoD's concerns that the construction of the proposed above-ground route through the northern call-up area of the WSMR would threaten the defense mission at the Range, cited the potential for "vertical obstruction" of missile tests because of the high altitude of the lines, discussed the possibility of debris raining down on the lines if a missile fails during testing, and expressed concern for potential electromagnetic interference from transmission infrastructure; and

WHEREAS, in light of the report, DoD has requested BLM to examine the DoD Preferred Route as identified in the March 19, 2013 letter to Deputy Secretary Hayes, and

WHEREAS, both the financial backers of the transmission line and BLM officials in New Mexico are reluctant to do so; and

WHEREAS, Sun Zia officials are requesting that BLM to sign the Record of Decision and issue the requested Right of Way to allow construction to commence in 2015; and

WHEREAS, After legislative leaders have differed while seeking a compromise, It is time to move forward with all legislative support of a formal compromise of the DoD's position backed by the MIT's Lincoln Laboratory study, and

WHEREAS, the governing body for the City of Alamogordo have previously expressed its support of the missions at the WSMR; and

WHEREAS, the governing body for the City of Alamogordo shares the philosophy of compromise and cooperation as voiced by others and are supportive of a request that the President of the United States use his executive power to craft a compromise between the Department of Interior and the Department of Defense in these extraordinary circumstances in order to accommodate future strengthened national defense and fast-tracked renewable energy opportunities by the use of an executive order of FEIS variance, granting a waiver of FEIS requirements, and direct the approval of the DoD Preferred Route with no further delay to allow Sun Zia to construct the proposed transmission line along the DoD Preferred Route by year 2015, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALAMOGORDO:

1. That the governing body for the City of Alamogordo formally endorses the DoD's Preferred Route, as supported by the MIT's Lincoln Laboratory study, and said governing body expresses its support of an executive waiver of the FEIS by the President of the United States to allow Sun Zia to begin construction in the DoD's Preferred Route by year 2015.

2. That governing body for the City of Alamogordo encourages similar resolutions and commitments to be adopted and passed by every governmental entity within Otero County, and for the request to be embraced and enjoined by the private sector and all organizations dedicated to national security, economic development, and renewable energy.

PASSED, APPROVED AND ADOPTED, at the regular meeting of the City Commission of the City of Alamogordo, New Mexico, held on the 22nd day of April, 2014.

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

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 7, 2014

Report No: 12

Submitted By: Stephen P. Thies

Approved For Agenda: 

Subject: Consider and act upon Resolution No. 2014-19 Adjusting the Fuel Flowage Fees at the Alamogordo-White Sands Regional Airport

Fiscal Impact:

Amount Budgeted: N/A

Fund:

Recommendation: Adopt Resolution No. 2014-19 [Roll Call Vote Required]

Background: The City Commission has previously adopted Ordinance 1408 which amended current city code to provide that fuel flowage fee charged to all dispensers of aviation fuel at the Alamogordo-White Sands Regional Airport for private or commercial would be set by resolution. The Airport Advisory Board has recommended that the fee be adjusted to \$0.14 per gallon. The attached resolution would implement the Board's recommendation.

Staff recommends adoption of the resolution.

Reviewed By:

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

RESOLUTION NO. 2014-19

**A RESOLUTION ADJUSTING THE FUEL FLOWAGE FEES
AT THE ALAMOGORDO-WHITE SANDS REGIONAL AIRPORT**

WHEREAS, pursuant to Chapter 4, §§ 4-04-020 and 4-04-030 of the Alamogordo Code of Ordinances, the Alamogordo City Commission is authorized to establish a Fuel Flowage Fee on any person who dispenses aviation fuel at the Alamogordo-White Sands Regional Airport for private or commercial purposes by resolution; and,

WHEREAS, the Airport Advisory Board has recommended that the fuel flowage fee be increased by \$.02.

NOW, THEREFORE, BE IT RESOLVED by the City Commission that pursuant to the Code of Ordinances the Fuel Flowage Fee shall be \$0.14 per gallon.

DONE this 22nd day of April, 2014.

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

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 09, 2014

Report No: 13

Submitted By: Kathy Gilsdorf,
Budget Analyst

Approved For Agenda: 

Subject: Resolution 2014-20 amending the Preliminary FY2013-2014 Budget for FY2013-2014, with a total appropriation budget of \$79,548,439 which includes \$11,992,153 for the General Fund.

Fiscal Impact:

Beginning Cash Balances \$0
Amount Budgeted: Revenues \$0
Fund: Expenditures \$419,334 Increase
Transfers In/Out \$0
Net Impact (\$419,334) Decrease

Recommendation: Approve the resolution.

[Roll call vote required]

Background: The City Commission adopted the Fiscal Year budget on May 14, 2013. The Department of Finance & Administration granted written approval of the City of Alamogordo's Fiscal Year 2013-2014 Final Budget on August 31, 2013. Resolution 2014-20 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 _____

RESOLUTION NO. 2014-20

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2013-2014.

WHEREAS, the City of Alamogordo, New Mexico wishes approval to change some of the budget line item figures of various funds; and

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written approval to the City of Alamogordo, New Mexico's annual budget on August 31, 2013, for fiscal year 2013-2014; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2013-2014.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2013-2014 be and hereby is revised as of April 22, 2014 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2013-2014 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on April 22, 2014 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2013-2014.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 22nd day of April 2014.

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

By: _____
Susie Galea, Mayor

ATTEST:

Renee Cantin, City Clerk

APPROVED AS TO FORM:

Stephen Thies, City Attorney

**ALL FUNDS SUMMARY
PRELIMINARY 2013-2014**

1/12TH REQ RSRV
999,651
Bal. Remaining
3,973,995

Resolution 2014-20 April 22, 2014

FUND NO.	FY 2013-2014 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	7,023,042	15,809,709	0	5,863,300	(5,863,300)	11,995,806	4,973,645
	Revision #1	0	0	0	0	0	(3,653)	3,653
	Total Revised Fund 11	7,023,042	15,809,709	0	5,863,300	(5,863,300)	11,992,153	4,977,298
12	INTERNAL SERVICE FUND	325,853	469,415	2,948,370	0	2,948,370	3,527,022	216,816
15	CORRECTIONS-JAIL	5,441	136,216	49,484	4,119	45,365	175,500	11,522
16	LODGER'S TAX-PROMOTIONAL FUND	130,531	237,552	0	5,485	(5,485)	315,023	47,575
	Revision #1	0	0	0	0	0	90	(90)
	Total Revised Fund 16	130,531	237,552	0	5,485	(5,485)	315,113	47,485
17	POLICE COURT BOND	8,043	0	0	0	0	0	8,043
19	COURT AUTOMATION FUND	85,988	81,233	0	24,195	(24,195)	84,388	58,638
20	LODGER'S TAX-CITY	164,205	486,591	35,320	32,514	2,806	538,930	114,672
	Revision #1	0	0	0	0	0	90	(90)
	Total Revised Fund 20	164,205	486,591	35,320	32,514	2,806	539,020	114,582
21	D.A.R.E. DONATIONS FUND	21,316	5,000	0	0	0	15,312	11,004
22	DESIGNATED GIFT FUND	35,121	1,500	0	0	0	15,034	21,587
24	GRANT CAPITAL IMPROVEMENT	49,397	122,407	12,661	0	12,661	116,852	67,613
27	MUNICIPAL COURT OPERATIONS	37,569	5,000	425,769	6,113	419,656	428,892	33,333
28	POLICE CONTINGENCY	51,112	10,130	0	0	0	16,000	45,242
31	CEMETERY-PERPETUAL CARE	718,942	12,365	0	0	0	0	731,307
32	COMMUNITY SERVICES	498,788	656,621	3,150,159	510,712	2,639,447	3,627,817	167,039
33	FIRE PROTECTION	206,766	600,475	0	0	0	755,994	51,247
	Revision #3	0	0	0	0	0	88	(88)
	Total Revised Fund 33	206,766	600,475	0	0	0	756,082	51,159
						F33 Reserve	49,721	1,526
36	LAW ENFORCEMENT FUND	(8,586)	173,448	0	0	0	140,066	24,796
37	STATE HIGHWAY FUND	65,624	50,011	0	1,535	(1,535)	33,565	80,535
38	TRAFFIC SAFETY FUND	66,821	35,132	0	0	0	56,504	45,449
39	STATE JUDICIAL	3,957	75,500	0	0	0	75,500	3,957
40	AIRPORT IMPROVEMENT PROJECTS	37,054	536,750	0	0	0	565,000	8,804
42	1984 GROSS RECEIPTS TAX	1,847,536	1,535,952	0	571,455	(571,455)	0	2,812,033
44	TRANSPORTATION FUND	1,360,601	1,188,098	128,889	213,691	(84,802)	1,979,538	484,359
48	NEW MEXICO C.D.B.G.	(9,178)	42,093	5,160	0	5,160	38,075	(0)
49	1986 GROSS RECEIPTS TAX	7,166,070	1,865,268	0	743,291	(743,291)	1,496,047	6,792,000
	Revision #3	0	0	0	57,841	(57,841)	0	(57,841)
	Total Revised Fund 49	7,166,070	1,865,268	0	801,132	(801,132)	1,496,047	6,734,159
50	PROPERTY ACQUISITION	124,452	12,541	124,572	0	124,572	59,977	201,588
53	GENERAL OBLIGATION	603,174	654,741	0	0	0	723,237	534,678
54	REVERSE OSMOSIS PROJECT RSV	520,607	2,266,425	0	0	0	2,759,274	27,758
56	99 GRT FLOOD CONTROL BOND PROJ	912,923	5,024	0	0	0	525,817	392,130
59	REVENUE BOND P & I FUND	7,696	0	2,808,566	0	2,808,566	2,808,566	7,696
	Revision #3	0	0	(19,946)	0	(19,946)	(19,946)	0
	Total Revised Fund 59	7,696	0	2,788,620	0	2,788,620	2,788,620	7,696
61	MUNICIPAL INFRASTRUCTURE .0625%	185,756	384,060	0	208,661	(208,661)	0	361,155

63	COMMUNITY DEVELOPMENT	233,487	137,050	200,000	28,494	171,506	402,075	139,968
65	BUILDING CODES	1,903	29,000	128,735	14,893	113,842	131,997	12,748
69	1994 GROSS RECEIPTS	938,016	1,532,534	0	1,593,072	(1,593,072)	0	877,478
71	ALAMO SENIOR CENTER	142,492	631,865	506,300	0	506,300	1,223,918	56,739
74	ALAMO SENIOR CENTER GIFT	76,622	21,742	0	674	(674)	49,688	48,002
75	RETIRED & SENIOR VOL. PROGRAM	731	207,421	55,453	16,249	39,204	247,138	218
81	WATER/SEWER OPERATING	9,763,800	9,877,697	98,413	4,102,122	(4,003,709)	10,818,838	4,818,750
	Revision #1	0	0	0	0	0	(3,424)	3,424
	Revision #3	0	0	0	(57,841)	57,841	0	57,841
	Total Revised Fund 81	9,763,600	9,877,697	98,413	4,044,281	(3,945,868)	10,815,414	4,880,015
						F81 Reserve	1,400,000	3,418,750
82	98 JT WATER/SEWER BOND P&I	1,572,685	5,851	1,903,515	0	1,903,515	1,902,610	1,579,441
	Revision #3	0	0	19,946	0	19,946	19,946	0
	Total Revised Fund 82	1,572,685	5,851	1,923,461	0	1,923,461	1,922,556	1,579,441
86	SOLID WASTE COLLECTION SYS.	116,056	2,000,729	0	131,872	(131,872)	1,927,839	57,074
88	BONITO CAMPGROUND	592,309	188,597	400,000	0	400,000	928,824	252,082
89	ESGRT .0625%	1,408,340	1,029,468	0	804,000	(804,000)	638,750	995,058
90	GOLF COURSE	160,801	1,262,507	143,834	76,363	67,471	1,377,151	113,628
91	AIRPORT	270,969	295,956	0	49,536	(49,536)	420,055	97,334
94	OTERO GREENTREE REGIONAL LANDFILL	3,076,410	1,071,451	0	1,720	(1,720)	1,367,180	2,778,961
	Revision #2	0	0	0	0	0	425,000	(425,000)
	Total Revised Fund 94	3,076,410	1,071,451	0	1,720	(1,720)	1,792,180	2,353,961
						F94 Reserve	1,206,991	1,571,970
96	SELF-INSURED FUND	651,925	51,730	0	0	0	56,357	647,298
98	PAYROLL CLEARING	23,287	0	0	0	0	0	23,287
103	FIRE SERVICES BOND	7,589	0	0	0	0	0	7,589
104	UTILITY DEPOSITS	647,017	0	0	0	0	0	647,017
105	ECONOMIC DEVELOPMENT	4,005,112	1,178,040	0	0	0	908,735	4,274,417
						F105 Reserve	800,000	3,474,417
107	SELF INSURED/LIABILITY	412,275	11,043	172,000	0	172,000	525,247	70,071
109	2004 GRT CAPITAL OUTLAY	5,137,380	3,533,227	0	1,120,812	(1,120,812)	5,167,317	2,382,478
113	2009 G.O. BOND ACQ FUND	1,051,375	6,981	2,585,485	0	2,585,485	3,643,002	839
114	SIDEWALKS REVOLVING LOANS	128,959	181	0	0	0	0	129,140
115	CORP ESCROW ACCOUNT RESV	0	0	0	0	0	0	0
116	REG WATER SUPPLY TRANS LN	293,485	1,815,205	242,193	0	242,193	2,338,046	12,837
117	2011 JT W/S REF/IMP REVBD	706,267	11,237	0	0	0	705,050	12,454
118	2011 NMFA ST GRT STREET #15	6,783,252	17,269	0	0	0	6,800,521	(0)
119	2012 GRT REF/IMP REVBD	2,635,062	9,894	0	0	0	2,581,920	63,036
901	HOUSING LOW RENT OPERATING	1,148,106	793,347	0	0	0	1,187,367	754,086
	Revision #1	0	0	0	0	0	1,068	(1,068)
	Total Revised Fund 901	1,148,106	793,347	0	0	0	1,188,435	753,018
903	HOUSING HOMEOWNERSHIP OPER	703,632	2,874	0	0	0	25,469	681,037
	Revision #1	0	0	0	0	0	75	(75)
	Total Revised Fund 903	703,632	2,874	0	0	0	25,544	680,962
904	HOUSING CAPITAL FUND PROJECTS	1	880,274	0	0	0	880,275	(0)
TOTALS FY2014		95,898,512	54,062,427	16,124,878	16,124,878	0	79,548,439	39,449,755

Prior Resolution

64,935,767 54,062,427 16,124,878 16,124,878 0 79,129,105 39,869,089

6 Adjustments Resolution 2014-20

30,962,745 - - - - 419,334 (419,334)

Resolution # 2014-20 April 22, 2014

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
REVISION #1					
This budget revision is requested to increase expenditures to amend the contract for the external audit completed by Hinkle & Landers (IPA). Funds are requested from Fund Balances.					
11	GENERAL FUND <i>Expenditures</i>				
	011-2102-415.57-15	Other Services/Audit	27,000	(3,653)	23,347
16	LODGER'S TAX-PROMOTIONAL <i>Expenditures</i>				
	019-0001-419.57-15	Other Services/Audit	832	90	922
20	LODGER'S TAX-CITY <i>Expenditures</i>				
	020-0006-454.57-15	Other Services/Audit	832	90	922
81	WATER/SEWER OPERATING <i>Expenditures</i>				
	081-1803-461.57-15	Other Services/Audit	25,186	(3,424)	21,762
901	HOUSING LOW RENT OPERATING <i>Expenditures</i>				
	901-0007-463.57-15	Other Services/Audit	9,887	1,068	10,955
903	HOUSING HOME OWNERSHIP OPERATING <i>Expenditures</i>				
	903-0007-463.57-15	Other Services/Audit	692	75	767

REVISION #2

This budget revision is requested to increase expenditures to budget for the credit rebate per the Jt. Landfill JPA and to budget for new home structure for caretaker facility. Funds are requested from fund balance.

94	OTERO/GREENTREE REGIONAL LANDFILL <i>Expenditures</i>				
	094-0903-434.50-15	Credit Refund-Landfill Operating	0	400,000	400,000
	094-0903-990.60-01	Capital Outlay	0	25,000	25,000
		Total Expenditures	0	425,000	425,000

REVISION #3

This budget revision is to correct the transfers from responsible funds to the Principal & Interest Payment fund (59 & 82), to appropriately account for the bond/loan payments for water & sewer and revenue bonds. It was found the the budgets for certain loan/bond payments were budgeted from incorrect sources.

33	FIRE PROTECTION FUND <i>Expenditures</i>				
	033-0000-472.71-40	NMFA Fire Loans Principal	100,854	(1,369)	99,485
	033-0000-472.72-40	NMFA Fire Loans Interest	22,166	1,354	23,520
	033-0000-472.73-40	NMFA Fire Loans Fees	905	103	1,008
		Total Revenues	123,925	88	124,013

FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
49	1986 GROSS RECEIPTS TAX				
	<i>Transfers Out</i>				
	049-0000-491.18-59	Transfers to (59) GRT P & I	19,946	(7,828)	12,118
	049-0000-491.18-59	Transfers to (59) GRT P & I	12,118	(12,118)	0
	049-0000-491.19-82	Transfers to (82) Water/Sewer P & I	356,580	12,118	368,698
	049-0000-491.19-82	Transfers to (82) Water/Sewer P & I	368,698	7,828	376,526
	049-0000-491.19-82	Transfers to (82) Water/Sewer P & I	376,526	57,841	434,367
		Total Transfers Out	1,133,868	57,841	1,191,709
59	REVENUE BOND P & I FUND				
	<i>Transfers In</i>				
	059-0000-391.19-49	Transfers from (49) 86 GRT	19,946	(7,828)	12,118
	059-0000-391.19-49	Transfers from (49) 86 GRT	12,118	(12,118)	0
		Total Transfers In	32,064	(19,946)	12,118
	<i>Expenditures</i>				
	059-0000-472.72-48	Interest/DW/G #17	12,118	(12,118)	0
	059-0000-472.72-49	Interest/Drinking Water #18	7,828	(7,828)	0
		Total Expenditures	19,946	(19,946)	0
81	WATER/SEWER OPERATING				
	<i>Transfers Out</i>				
	081-0000-491.18-82	Transfers to (82) Water/Sewer P & I	1,546,935	(57,841)	1,489,094
82	WATER/SEWER P & I				
	<i>Transfers In</i>				
	082-0000-391.19-49	Transfers from (49) 86 GRT	356,580	12,118	368,698
	082-0000-391.19-49	Transfers from (49) 86 GRT	368,698	7,828	376,526
	082-0000-391.19-49	Transfers from (49) 86 GRT	376,526	57,841	434,367
	082-0000-391.19-81	Transfers from (81) Water/Sewer	1,546,935	(57,841)	1,489,094
		Total Transfers In	2,648,739	19,946	2,668,685
	<i>Expenditures</i>				
	082-0000-472.72-49	Mobile Desal Fac/NMFA #17	0	12,118	12,118
	082-0000-472.72-49	13 NMFA Drinking Water #18	0	7,828	7,828
		Total Expenditures	0	19,946	19,946

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 7, 2013

Report No: 14

Submitted By: Mikel Ward
Fire Chief

Approved For Agenda: 

Subject: Consider, and act upon the Approval of an Application for Municipal Fire Protection Fund Distribution.

Fiscal Impact: \$413,173 (Minimum) NOTE: We received \$499,737 in FY14
Amount Budgeted: \$499,437
Fund: Fund 033

Recommendation: Approve application for annual participation in the Fiscal Year 2015 Municipal Fire Protection Fund Distribution.

Background: This application is required to apply for annual funding from the State Fire Marshal's Office. These funds are used for supplies, equipment, training, and maintenance expenses for Alamogordo Fire Department.

The projected minimum amount for fire fund distribution is \$413,173. Funding amounts vary annually based on the health of the fund, the total distributions from the fund, and any legislative changes affecting the fund. This funding is based on our ISO Rating and the amount and type of fire stations as outlined under the Fire Protection Fund Act, 59A-53, NMSA 1978.

Reviewed By:

City Attorney _____ City Clerk RC Assistant City Manager _____ Community Services _____
Finance _____ Housing Authority _____ Planning _____ Police Chief _____ Fire Chief Jan
Public Works _____ Purchasing _____ City Engineer _____ Human Resources _____

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 KAREN MONTOYA
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 BEN L. HALL

CHIEF OF STAFF

S. Vincent Martinez



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

Room 413
800-244-6702 (In-state only)
(505) 476-0174
Fax : (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL'S OFFICE FISCAL YEAR 2015 MUNICIPAL FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2015 fiscal year. The application is due in the State Fire Marshal's Office **on or before April 30, 2014.**

FIRE DEPARTMENT Alamogordo

FIRE DEPARTMENT ADDRESS: 619 Texas, Alamogordo, NM 88310

ISO CLASSIFICATION: 4

Approved number of Sub Stations is 1

Station #3	3500 Airport	NM
------------	--------------	----

Approved number of Main Stations is 6

Station #7	2010 Oregon Ave.	NM
Station #6	3100 N. Florida Ave.	NM
Station #5	1492 S. Florida	NM
Station #4	3310 E. Tenth Street	NM
Station #2	2101 S. Walker	NM
Station #1	619 Texas Ave.	NM

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

The projected minimum amount for fire fund distribution, based on the above information, is \$413,173. This does not include any additional amounts that may be calculated from growth in the fund.

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 29, 2014. The request shall identify the intended purpose and exact amount of money to be carried over into the FY 2015 balance.

For the purpose of this Application, list the anticipated amount and intended purpose your department will rollover from FY'14 to FY'15. \$ _____

*Provide current balance of the fire department's total Fire Protection Fund account to date: \$ _____

The Fire Service Support Bureau of the State Fire Marshal's Office continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10-25-10 "The Fire Protection Fund."

State Law, NMSA 10-25-10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request via e-mail at vernon.muller@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department. (Please print legible)

<i>Name:</i>	<i>Email:</i>	<i>Phone:</i>
_____	_____	_____
1.	_____	_____
2.	_____	_____

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this _____ day of _____ 2014.

_____	/S	_____
Printed Name	and	Signature of Mayor
Mikel Ward	/S	_____
Printed Name		Signature of Fire Chief

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014 **Report Date:** April 3, 2014 **Report No:** 15

Submitted By: Sharon Rowe
Library Manager **Approved For Agenda:** 

Subject: Consider, and act upon, an Agreement with NM Department of Cultural Affairs, New Mexico State Library Division for the Capital Appropriation Project for the Alamogordo Public Library in the amount of \$84,584.04.

Fiscal Impact: \$84,584.04
Amount Budgeted: \$84,584.04 in FY15 (projected in FY14 and will be carried over in full)
Fund: 032-7101-317.16-13 State Grant (LI1302)

Recommendation: Approve the grant agreement.

Background:

These General Obligation Bond funds are to be used for equipment and supplemental library resource acquisitions, including print, non-print and electronic resources. The reversion date is June 30, 2016. Disbursements will be made on a reimbursable basis.

Reviewed By:

City Attorney  SPT City Clerk  RC Assistant City Manager  JK Community Services _____
Finance _____ Housing Authority _____ Planning _____ Police Chief _____ Fire Chief _____
Public Works _____ Purchasing _____ City Engineer _____ Human Resources _____

**STATE OF NEW MEXICO
DEPARTMENT OF
FUND CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 19th day of February, 2014, by and between the Department of Cultural Affairs, New Mexico State Library Division, hereinafter called the "Department" or abbreviation such as "NMSL", and the City of Alamogordo, hereinafter called the "Grantee" on behalf of the Alamogordo Public Library. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in Chapter 54, Section 10, Paragraph B(1)(b) of New Mexico Laws of 2012, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

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

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

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

AGREEMENT

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

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

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

Project No. GOB13-12-1233 for three million dollars (\$3,000,000.00)

APPROPRIATION REVERSION DATE: 30-JUN-2016

Laws of 2012, Chapter 54, Section 10, Paragraph B(1)(b), three million dollars (\$3,000,000.00), for equipment and supplemental library resource acquisitions, including print, non-print and electronic resources, and for planning, designing and constructing capital improvements to include library facilities for tribal libraries statewide.

The Grantee's total reimbursements shall not exceed, Eighty Four Thousand Five Hundred Eighty Four Dollars and Four Cents (\$84584.04) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, which equals zero dollars (\$0.00) which equals, Eighty Four Thousand Five Hundred Eighty Four Dollars and Four Cents (\$84584.04) (the "Adjusted Appropriation Amount").

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

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

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

- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

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

Name: _____

Title: _____

Address: _____

Email: _____

Telephone: _____

FAX: _____

Department: New Mexico State Library
Name: Development Bureau
Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507
Email: library.development@state.nm.us
Telephone: 800-340-3890
FAX: 505-476-9721

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

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

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

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

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

advance, written notice of any change to the reporting period.

B. Paper Final Report

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

C. Paperless Reporting

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

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee's designated representative in Article III herein, that the expenditures are valid and were received by the Grantee as services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those

contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the Grantee incurred the expense, if total unreimbursed expenditures at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Ninety (90) days before the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made

available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Alamorgodo may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Alamorgodo’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamorgodo or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamorgodo or the Department”

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

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

“This contract is funded in whole or in part by funds made available under a Grant Agreement. Should the early terminate the grant agreement, the City of Alamorgodo may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Alamorgodo’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

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

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

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF CULTURAL AFFAIRS

By: Its: Cabinet or Deputy Secretary

Date

Erin McSherry, DCA General Counsel

Date

Ron Lucero, Budget Director, DCA

Date

Devon Skeelee, State Librarian

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1**

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____

Reporting Period: _____

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

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

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

FINAL REPORT

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

Grantee Representative/Title

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
 B. Address: _____
Complete Mailing, including Suite, if applicable

 City State Zip
 C. Phone No: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Grant Amount: _____
 B. AIPP Amount (if Applicable) _____
 C. Funds Requested to Date: _____
 D. Amount Requested this Payment: _____
 E. Grant Balance: \$0.00
 F. GF GOB STB (attach wire if 1st draw)
 G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:
(check one)

(Jan-Jun) Fiscal
 (Jul-Dec) Year

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

Grantee Fiscal Officer

Grantee Representative

Printed Name _____
 Date: _____

Printed Name _____
 Date: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

Notary Public _____
 My Commission expires _____

Notary Public _____
 My Commission expires _____

(Department Use Only)

Vendor Code: _____
 Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

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

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3**

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: _____

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

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

Third Party Obligation Amount: _____
Termination Date: _____

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

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

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

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

Department Representative: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT A

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

§ 4.5.8.8. DISTRIBUTION OF FUNDS

Money from the library bond program shall be distributed in the following manner:

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

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

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

(1) Library shall be a local public library.

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

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

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

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

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

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

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

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

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

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

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 10, 2014

Report No: 16

Submitted By: Bob Johnson,
Contract Coordinator

Approved For Agenda: 

Subject: Consider, and act upon, award of Public Works Bid No. 2014-008 to Lee-Sure Pools, Inc. related to the Repair Pool Deck – Alamogordo Family Recreation Center project, in an amount not to exceed \$64,305.94, including tax.

Fiscal Impact: \$64,305.94

Amount Available: \$71,562.31

Fund: 032-6106-450.65-70 EN1220

Recommendation: Approve the award.

Background: The work will consist of preparing and texturing approximately 1,200 SF of new concrete; power-washing, scuffing, and re-staining the entire pool deck; removal and replacement of joint caulking; and installation of depth markers and tiles.

The project was advertised on March 23, 2014. Bids were opened on April 10, 2014 at 2:00 p.m. with one (1) responsive bidder: Lee-Sure Pools, Inc.

Please refer to the attached bid tabulation.

Reviewed By:

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

BID TABULATION
REPAIR POOL DECK - ALAMOGORDO FAMILY RECREATION CENTER
PUBLIC WORKS BID NO. 2014-008
APRIL 10, 2014 **2:00 P.M.**

ITEM NO.	QUANTITY	DESCRIPTION	Lee-Sure Pools, Inc.
BASE BID	LS	REPAIR POOL DECK - ALAMOGORDO FAMILY RECREATION CENTER	\$59,750.00
		SUB-TOTAL	\$59,750.00
		7.625% NMGRT	\$4,555.94
		TOTAL	\$64,305.94

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014 **Report Date:** April 16, 2014 **Report No:** 17

Submitted By: Edward Balderrama **Approved For Agenda:** 
Project Manager

Subject: Consider, and act upon, the award of Public Works Bid No. 2014-009 to General Hydronics, Inc. related to Street Paving Preparation 2014 in an amount not to exceed \$258,986.65, including NMGRT.

Fiscal Impact: \$258,986.65, including NMGRT
Amount Budgeted: \$1,206,490.80
Fund: 118-7903-430.65-29 \$395,624.80 available EN1308
118-7903-430.65-29 \$810,866.00 available EN1309

Recommendation: Award, Public Works Bid No. 2014-009 to General Hydronics, Inc. related to Street Paving Preparation 2014 in an amount not to exceed \$258,986.65, including NMGRT.

Background: The Project is to complete the preparation work prior to the paving on Fairgrounds Road from White Sands Blvd. to N. Florida Avenue and N. Scenic Drive from White Sands Blvd. to N. Florida

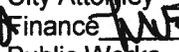
The Work will consist of removal and disposal of selective concrete sidewalk, driveway aprons, curb/gutter and pavement and construction of new accessible (ADA) ramps, sidewalk, driveway aprons, curb/gutter, pavement and pavement patch, all within the city limits of Alamogordo, New Mexico.

The city received four (4) bids on April 15, 2014. Please see attach Bid Tab.

The bid schedule had a quantity error on Bid Item 608000 - Tactile Warning Surfaces. Bid Tab No, 1, reflects the bid schedule quantity of 7 square feet. Bid Tab No. 2, reflects the quantity of 726 square feet, which is the correct quantity. The cost difference in the error is \$20,132.00, excludes NMGRT. Note that the quantity of 726 square feet is reflected on the bid drawing, Sheet Q1.0.

The balance of the amount budgeted will be used for re-paving.

Reviewed By:

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

Bid Tabulation No.1

Street Paving Preparation 2014 Fairgrounds Road EN1308/N. Scenic Drive EN1309 Public Works Bid No. 2014-009				License No. 21569 GA-98, GB-98, GF-98		License No. 91937 GA-01, GA-03, GB-98, GF-04, GF-09		License No GA-98, GB-98, GF-98		License No GA-02, GA-03, MM-98, LP-05, LP-06, GF-09, GB-98, JPG, MHDMM98			
BASE BID ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Smith & Aguirre Construction Co. Inc.		Sierra Valley Contractors, LLC		Century Club Construction, LLC		General Hydronics, Inc.	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
417000	695	SY	Pavement patch 4-inch HMA SP-IV	\$ 45.60	\$ 31,692.00	\$ 100.00	\$ 69,500.00	\$ 49.00	\$ 34,055.00	\$ 87.00	\$ 60,465.00	\$ 42.50	\$ 29,537.50
451080	80	SY	8-inch thick concrete paving	\$ 242.65	\$ 19,412.00	\$ 200.00	\$ 16,000.00	\$ 187.50	\$ 15,000.00	\$ 140.00	\$ 11,200.00	\$ 70.00	\$ 5,600.00
608000	7	SF	Tactile warning surface	\$ 35.00	\$ 245.00	\$ 70.00	\$ 490.00	\$ 145.00	\$ 1,015.00	\$ 48.00	\$ 336.00	\$ 28.00	\$ 196.00
608004	190	SY	4-inch thick concrete	\$ 45.80	\$ 8,702.00	\$ 100.00	\$ 19,000.00	\$ 78.00	\$ 14,820.00	\$ 45.00	\$ 8,550.00	\$ 44.00	\$ 8,360.00
608006	895	SY	6-inch thick reinforced concrete	\$ 71.35	\$ 63,858.25	\$ 115.00	\$ 102,925.00	\$ 88.26	\$ 78,992.70	\$ 60.00	\$ 53,700.00	\$ 50.50	\$ 45,197.50
609424	1,810	LF	Type II Stand-up curb/gutter	\$ 27.50	\$ 49,775.00	\$ 40.00	\$ 72,400.00	\$ 24.90	\$ 45,069.00	\$ 28.00	\$ 50,680.00	\$ 20.50	\$ 37,105.00
618000	1	LS	Furnish and provide MUTCD compliant project wide traffic control	\$ 11,500.00	\$ 11,500.00	\$ 13,750.00	\$ 13,750.00	\$ 7,500.00	\$ 7,500.00	\$ 35,250.00	\$ 35,250.00	\$ 9,000.00	\$ 9,000.00
621000	1	LS	Mobilization (10%)	\$ 29,592.00	\$ 29,592.00	\$ 38,705.00	\$ 38,705.00	\$ 20,000.00	\$ 20,000.00	\$ 36,000.00	\$ 36,000.00	\$ 2,000.00	\$ 2,000.00
663704	8	EA	2-inch Water service line Stub-out	\$ 2,000.00	\$ 16,000.00	\$ 4,750.00	\$ 38,000.00	\$ 3,250.00	\$ 26,000.00	\$ 3,140.00	\$ 25,120.00	\$ 3,050.00	\$ 24,400.00
663710	11	EA	3/4-inch Water service line	\$ 2,500.00	\$ 27,500.00	\$ 4,250.00	\$ 46,750.00	\$ 2,000.00	\$ 22,000.00	\$ 2,300.00	\$ 25,300.00	\$ 2,350.00	\$ 25,850.00
663711	2	EA	1-inch Water service line	\$ 2,800.00	\$ 5,600.00	\$ 4,750.00	\$ 9,500.00	\$ 5,000.00	\$ 10,000.00	\$ 2,900.00	\$ 5,800.00	\$ 1,950.00	\$ 3,900.00
663712	6	EA	2-inch Water service line	\$ 3,950.00	\$ 23,700.00	\$ 4,750.00	\$ 28,500.00	\$ 3,800.00	\$ 22,800.00	\$ 3,700.00	\$ 22,200.00	\$ 3,300.00	\$ 19,800.00
663726	1	EA	6-inch Waterline Stub-out (8-inch tapping sleeve)	\$ 3,250.00	\$ 3,250.00	\$ 6,875.00	\$ 6,875.00	\$ 7,000.00	\$ 7,000.00	\$ 3,350.00	\$ 3,350.00	\$ 4,320.00	\$ 4,320.00
663726	1	EA	6-inch Waterline Stub-out (10-inch tapping sleeve)	\$ 3,500.00	\$ 3,500.00	\$ 6,875.00	\$ 6,875.00	\$ 12,000.00	\$ 12,000.00	\$ 3,300.00	\$ 3,300.00	\$ 4,320.00	\$ 4,320.00
801000	1	LS	Construction staking and surveying	\$ 6,025.00	\$ 6,025.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,820.00	\$ 4,820.00	\$ 920.00	\$ 920.00
SUB-TOTAL				\$ 300,351.25		\$ 474,270.00		\$ 326,251.70		\$ 346,071.00		\$ 220,506.00	
NMGRT (7.625%)				\$ 22,901.78		\$ 36,163.09		\$ 24,876.69		\$ 26,387.91		\$ 16,813.58	
BASE BID TOTAL				\$ 323,253.03		\$ 510,433.09		\$ 351,128.39		\$ 372,458.91		\$ 237,319.58	

Items in RED are mathematical errors.

Bid Tabulation No. 2

Street Paving Preparation 2014 Fairgrounds Road EN1308/N. Scenic Drive EN1309 Public Works Bid No. 2014-009				License No. 21569 GA-98, GB-98, GF-98		License No. 91937 GA-01, GA-03, GB-98, GF-04, GF-09		License No GA-98, GB-98, GF-98		License No GA-02, GA-03, MM-98, LP-05, LP 06, GF-09, GB-98, JPG, MHDMM98			
BASE BID ITEM NO.	QTY	UNIT	DESCRIPTION	Engineer's Opinion of Probable Construction Cost		Smith & Aguirre Construction Co. Inc.		Sierra Valley Contractors, LLC		Century Club Construction, LLC		General Hydronics, Inc.	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
417000	695	SY	Pavement patch 4-inch HMA SP-IV	\$ 45.60	\$ 31,692.00	\$ 100.00	\$ 69,500.00	\$ 49.00	\$ 34,055.00	\$ 87.00	\$ 60,465.00	\$ 42.50	\$ 29,537.50
451080	80	SY	8-inch thick concrete paving	\$ 242.65	\$ 19,412.00	\$ 200.00	\$ 16,000.00	\$ 187.50	\$ 15,000.00	\$ 140.00	\$ 11,200.00	\$ 70.00	\$ 5,600.00
608000	726	SF	Tactile warning surface	\$ 35.00	\$ 25,410.00	\$ 70.00	\$ 50,820.00	\$ 145.00	\$ 105,270.00	\$ 48.00	\$ 34,848.00	\$ 28.00	\$ 20,328.00
608004	190	SY	4-inch thick concrete	\$ 45.80	\$ 8,702.00	\$ 100.00	\$ 19,000.00	\$ 78.00	\$ 14,820.00	\$ 45.00	\$ 8,550.00	\$ 44.00	\$ 8,360.00
608006	895	SY	6-inch thick reinforced concrete	\$ 71.35	\$ 63,858.25	\$ 115.00	\$ 102,925.00	\$ 88.26	\$ 78,992.70	\$ 60.00	\$ 53,700.00	\$ 50.50	\$ 45,197.50
609424	1,810	LF	Type II Stand-up curb/gutter	\$ 27.50	\$ 49,775.00	\$ 40.00	\$ 72,400.00	\$ 24.90	\$ 45,069.00	\$ 28.00	\$ 50,680.00	\$ 20.50	\$ 37,105.00
618000	1	LS	Furnish and provide MUTCD compliant project wide traffic control	\$ 11,500.00	\$ 11,500.00	\$ 13,750.00	\$ 13,750.00	\$ 7,500.00	\$ 7,500.00	\$ 35,250.00	\$ 35,250.00	\$ 9,000.00	\$ 9,000.00
621000	1	LS	Mobilization (10%)	\$ 29,592.00	\$ 29,592.00	\$ 38,705.00	\$ 38,705.00	\$ 20,000.00	\$ 20,000.00	\$ 36,000.00	\$ 36,000.00	\$ 2,000.00	\$ 2,000.00
663704	8	EA	2-inch Water service line Stub-out	\$ 2,000.00	\$ 16,000.00	\$ 4,750.00	\$ 38,000.00	\$ 3,250.00	\$ 26,000.00	\$ 3,140.00	\$ 25,120.00	\$ 3,050.00	\$ 24,400.00
663710	11	EA	3/4-inch Water service line	\$ 2,500.00	\$ 27,500.00	\$ 4,250.00	\$ 46,750.00	\$ 2,000.00	\$ 22,000.00	\$ 2,300.00	\$ 25,300.00	\$ 2,350.00	\$ 25,850.00
663711	2	EA	1-inch Water service line	\$ 2,800.00	\$ 5,600.00	\$ 4,750.00	\$ 9,500.00	\$ 5,000.00	\$ 10,000.00	\$ 2,900.00	\$ 5,800.00	\$ 1,950.00	\$ 3,900.00
663712	6	EA	2-inch Water service line	\$ 3,950.00	\$ 23,700.00	\$ 4,750.00	\$ 28,500.00	\$ 3,800.00	\$ 22,800.00	\$ 3,700.00	\$ 22,200.00	\$ 3,300.00	\$ 19,800.00
663726	1	EA	6-inch Waterline Stub-out (8-inch tapping sleeve)	\$ 3,250.00	\$ 3,250.00	\$ 6,875.00	\$ 6,875.00	\$ 7,000.00	\$ 7,000.00	\$ 3,350.00	\$ 3,350.00	\$ 4,320.00	\$ 4,320.00
663726	1	EA	6-inch Waterline Stub-out (10-inch tapping sleeve)	\$ 3,500.00	\$ 3,500.00	\$ 6,875.00	\$ 6,875.00	\$ 12,000.00	\$ 12,000.00	\$ 3,300.00	\$ 3,300.00	\$ 4,320.00	\$ 4,320.00
801000	1	LS	Construction staking and surveying	\$ 6,025.00	\$ 6,025.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,820.00	\$ 4,820.00	\$ 920.00	\$ 920.00
SUB-TOTAL				\$ 325,516.25	\$ 524,600.00	\$ 430,506.70	\$ 380,583.00			\$ 240,638.00			
NMGRT (7.625%)				\$ 24,820.61	\$ 40,000.75	\$ 32,826.14	\$ 29,019.45			\$ 18,348.65			
BASE BID TOTAL				\$ 350,336.86	\$ 564,600.75	\$ 463,332.84	\$ 409,602.45			\$ 258,986.65			

Highlighted Yellow Items, quantity error. Bid schedule quantity had a typo of 7 SF. The actual quantity is 726 SF. The project quantity for this item is note correctly on the Sheet Q1.0, Plan Quantity.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 09, 2014 **Report No:** 18

Submitted By: Matt McNeile
Assistant City Manager

Approved For Agenda: 

Subject: Consider, and act upon, award of IFB No. 2014-01 to multiple vendors, in amount not to exceed \$166,486.41, related to Miscellaneous Foods, Dairy Products & Items for the Alamogordo Senior Center Nutrition Program

Fiscal Impact: \$166,486.41

Amount Available: Listed Below

Fund:	071-8023-445.32-60	\$17,711.31
	071-8024-445-32-60	\$12,814.97

Recommendation: Award to Prices Creameries, Nine (9) items for an estimated total of \$11,881.00. Award to Shamrock, Ninety two (92) items for an estimate total of \$67,846.02. Award to Labatt Foods, One hundred two (102) items for an estimate total of \$28,597.50. Award Sysco, Fifty eight (58) items for an estimate total of \$49,719.30. Award Ben E. Keith Thirty nine (39) items for an estimate total of \$8442.59.

(*Bid amount estimated total of \$166,486.41 is based on bid quantities).

Background: IFB No. 2014-01 was advertised on February 16, 2014 and opened on March 18, 2014. The IFB was sent out to eight (8) prospective bidders with six (6) 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 25, 2014 through October 24, 2014.

Note: Items annotated with one asterisk (*) indicate the packaging/weight is of a lesser volume than the recommended item.

* Fiscal impact will be no more than budget. Total estimated bid of \$166,486.41 is based on maximum 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 	Community Development	Community Services
Finance 	Housing Authority	Planning	Personnel
Public Works	Purchasing 	Assistant City Manager 	Public Safety

					Ben E. Keith		Sysco		Shamrock		Labatt		Prices		Bernard Foods	
					Unit Cost	Total	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	47.58	951.60	45.93	918.60	37.21	744.20	33.58	671.60				
2	20	cs	6 - #10/per cs	Applesauce, unsweetened	33.08	661.60	37.02	740.40	27.20	544.00	26.48	529.60				
3	72	cs	6 - #10/per cs	Apricot-Halves-in light syrup	47.25	3420.00	39.83	2867.76	34.52	2485.44	42.58	3065.76				
4	18	cs	6 - #10/per cs	Cherries-pitted-red-tart-in water	NB	NB	51.36	924.48	20.14	362.52	NB	NB				
5	6	cs	6 - #10/per cs	Cranberry Sauce - whole	NB	NB	50.33	301.98	51.02	306.12	42.71	256.26				
6	6	cs	10 #/per cs	Coconut-shredded	28.96	173.76	19.07	114.42	21.71	130.26	22.90	137.40				
7	30	cs	6 - #10/per cs	Mixed Fruit - in light syrup	37.57	1127.10	36.91	1107.30	32.89	986.70	32.89	986.70				
8	10	cs	6 - #10/per cs	Oranges-Mandarin-in water	NB	NB	30.41	304.10	22.43	224.30	31.22	312.20				
9	72	cs	6 - #10/per cs	Peaches-diced-in light syrup	36.80	2649.60	43.65	3142.80	35.74	2573.28	35.92	2586.24				
10	72	cs	6 - #10/per cs	Pears-diced-in light syrup	38.46	2769.12	29.37	2114.64	39.08	2813.76	35.04	2522.88				
11	24	cs	6 - #10/per cs	Pineapple-crushed-light syrup	35.34	848.16	26.12	626.88	35.74	857.76	27.67	664.08				
12	24	cs	6 - #10/per cs	Pineapple-tidbits-light syrup	28.59	686.16	27.22	653.28	23.19	556.56	30.21	725.04				
13	9	cs	6 - #10/per cs	Plums-Purple-heavy syrup	NB	NB	33.86	304.74	40.08	360.72	33.70	303.30				
14	4	cs	24 - 1 #/per cs	Raisins-seedless	57.72	230.88	43.72	174.88	51.11	204.44	46.59	186.36				
15	72	cs	6 - #10/per cs	Tropical-Fruit-in light syrup	39.80	2865.60	36.87	2654.64	40.73	2932.56	31.11	2239.92				
16	5	cs	2 - 32 oz/per c	Juice - Lemon	33.56	167.80	25.40	127.00	31.13	155.65	26.05	130.25				
17	5	cs	2 - 46 oz/per c	Juice - Pineapple	23.91	119.55	22.47	112.35	29.91	149.55	22.77	113.85				
18	6	cs	6 - #10/per cs	Pie - Filling - Apple	44.22	265.32	53.93	323.58	41.07	246.42	43.84	263.04				
19	6	cs	6 - #10/per cs	Pie - Filling - Cherry	82.14	492.84	65.53	393.18	69.67	418.02	71.24	427.44				
20	6	cs	6 - #10/per cs	Pie - Filling - Peach	59.21	355.26	64.96	389.76	51.14	306.84	59.92	359.52				
21	750	#	50 #/per bag	Beans - Northern-White-Medium-Cleaned	19.95	79.80	24.15	96.60	21.79	87.16	25.00	125.00				
22	6	cs	6 - #10/per cs	Beans - Pinto-Dry-Triple Cleaned	35.04	26280.00	35.83	26872.50	32.68	24510.00	35.62	26715.00				
23	6	cs	6 - #10/per cs	Beans - Pork-N-Beans	25.36	152.16	25.09	150.54	25.66	153.96	24.49	146.94				
24	6	cs	6 - #10/per cs	Beans - Ranch - Style - in sauce	30.38	182.28	29.38	176.28	32.72	196.32	29.70	178.20				

					Ben E. Keith		Sysco		Shamrock		Labatt		Prices		Bernard Foods	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
25	15	cs	6 - #10/per cs	Beans - Three-Bean-Salad	NB	NB	43.29	259.74	31.63	189.78	38.47	230.82				
26	15	cs	6 - #10/per cs	Beets-Sliced-in juice	21.15	317.25	24.43	366.45	23.99	359.85	25.18	377.70				
27	5	cs	6 - #10/per cs	Beets-Sliced-Pickled-in juice	30.05	150.25	32.22	161.10	29.96	149.80	29.27	146.35				
28	3	cs	6 - #10/per cs	Mushrooms - Stems & Pieces	53.88	161.64	46.38	139.14	44.35	133.05	54.03	162.09				
29	15	cs	6 - #10/per cs	Peas - Blackeyed, no snaps	26.65	399.75	25.56	383.40	25.84	387.60	26.75	401.25				
30	5	cs	6 - #10/per cs	Peppers - Jalapeno - Sliced	18.19	90.95	27.59	137.95	21.58	107.90	23.51	117.55				
31	6	cs	6 - #10/per cs	Potato-Instant Granules-Complete	44.70	268.20	44.33	265.98	46.11	276.66	44.90	269.40				
32	27	cs	6 - #10/per cs	Potato - Sweet - cut - in syrup	30.96	835.92	28.35	765.45	31.64	854.28	NB	NB				
33	6	cs	6 - #10/per cs	Sauerkraut-shredded	30.31	181.86	29.46	176.76	28.88	173.28	26.87	161.22				
34	5	cs	6 - #10/per cs	Tomato - Ketchup	20.98	104.90	21.10	105.50	22.15	110.75	20.08	100.40				
35	4	cs	6 - #10/per cs	Tomato - Pizza - Sauce	22.90	91.60	24.53	98.12	20.83	83.32	21.26	85.04				
36	4	cs	6 - #10/per cs	Tomato - Spaghetti - Sauce	25.00	100.00	23.33	93.32	35.94	143.76	24.32	97.28				
37	10	cs	6 - #10/per cs	Tomato - Sauce	18.88	188.80	21.88	218.80	18.17	181.70	21.47	214.70				
38	15	cs	6 - #10/per cs	Tomato - Stewed	21.47	322.05	26.43	396.45	22.62	339.30	24.98	374.70				
39	10	cs	48 - 6 oz/per cs	Juice - Tomato - low-sodium	NB	NB	NB	NB	17.36	173.60	18.49	184.90				
40	10	cs	48 - 6 oz/per cs	Juice - V8 - low-sodium	NB	NB	24.09	240.90	24.91	249.10	24.36	243.60				
41	5	cs	6 - 5#/boxes	Cake-Chocolate	41.64	208.20	NB	NB	67.07	335.35	27.88	139.40				
42	5	cs	6 - 5#/boxes	Cake-Spice	67.79	338.95	60.02	300.10	63.38	316.90	60.61	303.05				
43	5	cs	6 - 5#/boxes	Cake-White	40.60	203.00	27.07	135.35	22.22	111.10	24.49	122.45				
44	5	cs	6 - 5#/boxes	Cake-Yellow	41.26	206.30	26.54	132.70	67.34	336.70	24.49	122.45				
45	6	cs	3 - 24 oz./per cs	Gravy - Beef - low-sodium	NB	NB	NB	NB	29.12	174.72	14.22	85.32			31.44	188.64
46	6	cs	3 - 24 oz./per cs	Gravy - Chicken - low-sodium	NB	NB	35.81	214.86	25.24	151.44	13.99	83.94			31.44	188.64
47	6	cs	3 - 24 oz./per cs	Gravy - Turkey - low-sodium	NB	NB	35.82	214.92	25.06	150.36	16.31	97.86				
48	6	cs	3 - 24 oz./per cs	Gravy - White - low-sodium	NB	NB	14.68	88.08	20.53	123.18	11.97	71.82				
49	5	cs	6 - 5#/boxes	Mix-Biscuit	24.44	122.20	25.80	129.00	32.37	161.85	25.75	128.75				

					Ben E. Keith		Sysco		Shamrock		Labatt		Prices		Bernard Foods	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
50	5	cs	6 - 5#/boxes	Mix - Brownie	41.58	207.90	62.72	313.60	67.02	335.10	28.05	140.25				
51	5	cs	6 - 5#/boxes	Mix - Potato - Augratin	49.74	248.70	47.71	238.55	49.12	245.60	35.43	354.30				
52	5	cs	6 - 5#/boxes	Mix - Potato - Scalloped	48.86	244.30	46.81	234.05	48.44	242.20	47.44	569.28				
53	5	cs	6 - 5#/boxes	Mix-Stuffing-Uncle-Ben's-or-equal-large-bag	67.17	335.85	65.17	325.85	41.65	208.25	56.99	398.92				
54	5	sk	50 # sack	Flour-Whole-Wheat	8.58	42.90	14.48	72.40	23.05	115.25	21.08	105.40				
55	25	sk	50 # sack	Flour-White-All-Purpose	13.96	349.00	13.77	344.25	16.22	405.50	15.88	397.00				
56	10	sk	25 # sack	Commeal-Yellow	9.27	92.70	9.26	92.60	10.41	104.10	10.63	106.30				
57	2	sk	25 # sack	Rice - Brown	27.97	55.94	13.71	27.42	11.98	23.96	27.73	55.46				
58	6	36oz	25 # sack	Rice-Long-Grain-Wild	31.01	186.06	31.57	189.42	35.64	35.64	49.03	49.03				
59	10	sk	25 # sack	Rice-Parboiled	12.83	128.30	11.03	110.30	13.53	135.30	13.15	131.50				
60	5	cont	5 #/cont	Rice-Instant	28.81	144.05	NB	NB	29.80	149.00	28.04	56.08				
61	2	cont	5 #/cont	Baking - Powder	63.87	127.74	48.99	97.98	8.05	16.10	9.17	18.34				
62	1	cs	24 - 1#/box	Baking - Soda	15.86	15.86	15.02	15.02	16.88	16.88	16.44	32.88				
63	5	cs	24 - 1#/box	Cornstarch	18.36	91.80	17.80	89.00	20.04	100.20	20.84	104.20				
64	3	cs	20 - 1#/box	Yeast	53.40	160.20	47.87	143.61	55.47	166.41	50.84	152.52				
65	9	cs	200-2ct/case	Crackers - Low Sodium - Wheat	NB	NB	11.10	99.90	22.55	202.95	32.32	129.28				
66	10	cs	500 - 2 ct/ case	Crackers - Saltines	14.80	148.00	12.56	125.60	15.02	150.20	15.46	154.60				
67	10	cs	6 - 1 #/ case	Base - Beef - low-sodium	47.51	475.10	42.74	427.40	37.02	370.20	47.72	477.20			48.66	486.6
68	10	cs	6 - 1 #/ case	Base - Chicken - Low-sodium	45.93	459.30	46.63	466.30	36.82	368.20	46.27	462.70			48.66	486.6
69	10	cs	6 - 1 #/ case	Base - Turkey - Low-sodium	NB	NB	NB	NB	48.23	482.30	NB	NB				
70	10	cs	12 - 50 oz/case	Soup-Cream-of-Chicken	40.44	404.40	45.19	451.90	41.28	412.80	35.67	356.70				
71	10	cs	12 - 50 oz/case	Soup-Cream-of-Mushroom	40.13	401.30	44.81	448.10	40.88	408.80	35.47	354.70				
72	5	cs	12 - 50 oz/case	Soup-Cream-of-Tomato	37.02	185.10	34.60	173.00	30.41	152.05	27.31	136.55				
73	5	cs	24-20 oz/case	Coffee Creamer - canister	30.98	154.90	43.31	216.55	36.51	182.55	32.57	162.85				
74	5	cs	200 ct/case	PC - Tartar - Sauce	15.21	76.05	15.50	77.50	19.37	96.85	6.90	34.50				
75	5	cs	200 ct/case	PC - Ranch - Dressing	17.95	89.75	5.72	28.60	18.10	90.50	7.83	39.15				
76	5	cs	200 ct/case	PC - French - Dressing	17.79	88.95	15.59	77.95	20.30	101.50	7.36	36.80				
77	5	cs	200 ct/case	PC - Italian - Dressing	13.74	68.70	16.53	82.65	18.26	91.30	6.45	32.25				
78	5	cs	200 ct/case	PC - Thousand - Island - Dressing	16.08	80.40	28.14	140.70	16.66	83.30	8.11	40.55				
79	5	cs	200 ct/case	PC - Mayonaise - Packets	16.39	81.95	7.72	38.60	10.42	52.10	NB	NB				
80	5	cs	200 ct/case	PC - Mustard - Packets	12.76	63.80	4.61	23.05	7.05	35.25	4.56	9.12				

					Ben E. Keith		Sysco		Shamrock		Labatt		Prices		Bernard Foods	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
81	5	cs	200 ct/case	PC - Ketchup - Packets	8.95	44.75	15.30	76.50	22.36	111.80	14.91	14.91				
82	5	cs	200 ct/case	PC - Sweet - Relish	13.18	65.90	24.94	124.70	14.40	72.00	5.29	26.45				
83	5	cs	200 ct/case	PC - Assorted - Jellies	12.95	64.75	5.78	28.90	12.44	62.20	7.94	39.70				
84	5	cs	2/1250/ case	PC - Sweet-n-Low-Packets	13.82	69.10	15.14	75.70	12.45	62.25	14.69	73.45				
85	15	cs	600 ct/case	PC - Promise-Margarine-or-equal	23.69	355.35	16.91	253.65	21.27	319.05	23.97	359.55				
86	5	cs	100 ct/case	PC - Peanut Butter - Packets	41.20	206.00	21.43	107.15	42.51	212.55	17.68	88.40				
87	5	cs	100 ct/case	PC - Cheddar Cheese - Packets	NB	NB	42.93	214.65	NB	NB	41.53	124.59				
88	20	cs	30 - 1 #/case	Margarine - Solids	17.30	346.00	18.68	373.60	19.60	392.00	21.70	434.00				
89	4	cs	3/1gallon	Liquid Butter	40.43	161.72	32.19	128.76	24.41	97.64	35.49	141.96				
90	20	cs	3/1 gallon	Olive Oil	64.46	193.38	77.03	231.09	110.51	331.53	65.81	197.43				
91	6	cs	35#/case	PV - Liquid -Shortening	21.57	129.42	22.49	134.94	27.31	163.86	23.96	143.76				
92	20	cs	6ct/case	Vegelele -Pan Spray - Can	32.59	651.80	20.64	412.80	30.17	603.40	25.00	500.00				
93	5	cs	24-20 oz/case	Sugar - Granulated - cannister	41.04	205.20	NB	NB	35.56	177.80	35.53	177.65				
94	10	sk	50 #/sack	Sugar - Granulated	20.27	202.70	17.23	172.30	18.33	183.30	21.13	211.30				
95	5	cs	12 - 2 #/case	Sugar - Brown	24.61	123.05	23.19	115.95	28.78	143.90	25.98	129.90				
96	5	cs	4 - 1 gal/case	LowFat-Coleslaw-Dressing	NB	NB	38.91	194.55	27.89	139.45	38.63	193.15				
97	5	cs	4 - 1 gal/case	FatFree - Italian - Salad - Dressing	26.03	130.15	6.88	34.40	27.53	137.65	28.12	140.60				
98	5	cs	4 - 1 gal/case	LowFat - French - Salad - Dressing	NB	NB	27.36	136.80	28.59	142.95	35.68	178.40				
99	5	cs	4 - 1 gal/case	LowFat - Raspberry - Vinegarette	39.33	196.65	23.20	116.00	22.39	111.95	40.90	204.50				
100	5	cs	4 - 1 gal/case	LowFat - Thousand - Island	NB	NB	37.60	188.00	31.10	155.50	37.68	188.40				
101	5	cs	4 - 1 gal/case	LowFat - Mayonaise	23.31	116.55	24.02	120.10	25.88	129.40	29.23	146.15				
102	5	cs	18 - 3.2 oz/case	Ranch - Dressing - Mix	23.50	117.50	25.70	128.50	21.12	105.60	22.45	112.25			58.44	292.2
103	2	cs	6 - #10/case	Mustard - Yellow - Prepared	11.39	22.78	10.85	21.70	15.04	30.08	13.11	39.33				
104	2	cs	4 - 1 gal/case	Vinegar - Distilled - White	7.18	14.36	10.45	20.90	6.56	13.12	22.26	44.52				
105	2	cs	4 - 1 gal/case	Vinegar - Apple-Cider	25.62	51.24	19.67	39.34	19.13	38.26	27.98	55.96				
106	2	cs	4 - 1 gal/case	Relish - Pickle	25.79	51.58	25.57	51.14	23.97	47.94	20.65	41.30				
107	2	cs	4 - 1 gal/case	Relish - Sweet	26.93	53.86	28.49	56.98	26.77	53.54	26.50	53.00				
108	5	cs	12 - 1 #/case	Marshmallow - MINI	21.75	108.75	23.74	118.70	20.74	103.70	26.17	130.85				
109	5	cs	6 #/case	Nuts - Almond - Sliced	38.66	193.30	40.26	201.30	37.73	188.65	35.64	213.84				
110	5	cs	6 #/case	Nuts - Walnut - pieces	45.10	225.50	44.04	220.20	46.22	231.10	58.01	290.05				
111	5	cs	6 - #10/case	Pudding - Banana - RTE	34.89	174.45	31.05	155.25	28.69	143.45	28.30	141.50				

					Ben E. Keith		Sysco		Shamrock		Labatt		Prices		Bernard Foods	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
112	5	cs	6 - #10/case	Pudding - Chocolate - RTE	34.89	174.45	30.79	153.95	29.39	146.95	28.75	143.75				
113	5	cs	6 - #10/case	Pudding - Lemon - RTE	34.06	170.30	30.87	154.35	26.79	133.95	NB	NB				
114	5	cs	6 - #10/case	Pudding - Tapioca - RTE	36.13	180.65	31.88	159.40	30.76	153.80	30.72	153.60				
115	10	cs	6 - #10/case	Pudding - Vanilla - RTE	34.87	348.70	30.79	307.90	28.59	285.90	28.30	283.00				
116	5	cs	12 - 24 oz/case	Gelatin - Citrus	29.35	146.75	27.95	139.75	31.73	158.65	27.68	138.40				
117	5	cs	12 - 24 oz/case	Gelatin - Reds	29.35	146.75	27.95	139.75	31.73	158.65	27.68	138.40				
118	10	cs	20 #/case	Pasta - Egg-Noodles - medium	12.57	125.70	12.54	125.40	10.60	106.00	10.87	217.40				
119	10	cs	20 #/case	Pasta - Elbow-Macaroni	17.99	179.90	10.85	108.50	13.05	130.50	14.53	145.30				
120	10	cs	20 #/case	Pasta - Lasagna-Noodles	14.49	144.90	14.84	148.40	12.91	129.10	13.53	270.60				
121	10	cs	20 #/case	Pasta - Spaghetti	17.99	179.90	11.91	119.10	13.05	130.50	15.39	153.90				
122	10	cs	20 #/case	Pasta - Tri-Colored - Noodle	23.90	239.00	14.39	143.90	17.03	170.30	18.65	186.50				
123	10	cs	10 - dozen/case	Tortilla - Yellow - Corn - 6"	14.22	142.20	23.76	237.60	13.44	134.40	20.42	40.84				
124	5	cs	12 - dozen/case	Tortilla - Whole - Wheat - 6"	12.57	62.85	12.18	60.90	28.49	142.45	24.45	73.35				
125	5	cs	96 ct/case	Cereal - Cheerios	36.24	181.20	34.52	172.60	37.28	186.40	24.21	121.05				
126	5	cs	96 ct/case	Cereal - Cheerios-Honey-Wheat	36.24	181.20	34.52	172.60	26.36	131.80	37.09	185.45				
127	5	cs	96 ct/case	Cereal - Cornflakes	25.53	127.65	34.72	173.60	38.72	193.60	37.30	186.50				
128	5	cs	96 ct/case	Cereal - Corn-Pops	NB	NB	NB	NB	38.72	193.60	NB	NB				
129	5	cs	96 ct/case	Cereal - Frosted-Flakes	25.53	127.65	24.91	124.55	26.36	131.80	24.21	121.05				
130	5	cs	96 ct/case	Cereal - Golden-Grahams	NB	NB	34.52	172.60	26.36	131.80	37.09	185.45				
131	5	cs	96 ct/case	Cereal - Kix	NB	NB	NB	NB	37.28	186.40	37.09	185.45				
132	5	cs	96 ct/case	Cereal - Raisin-Bran	26.02	130.10	34.72	173.60	26.36	131.80	24.21	121.05				
133	5	cs	96 ct/case	Cereal - Wheaties	NB	NB	NB	NB	NB	NB	NB	NB				
134	5	cs	48 ct/case	Cereal - Instant-Oatmeal - Packets	16.69	83.45	9.36	46.80	10.74	53.70	10.58	52.90				
135	2	cs	24 #/case	Cereal - Oatmeal - Quick - Cook	25.85	51.70	24.73	49.46	26.17	52.34	27.74	55.48				
136	5	cs	98 ct/case	Biscuits - 2 oz.	20.50	102.50	25.66	128.30	30.60	153.00	13.47	94.29				
137	1	cont	16 oz ea.	Spice - Extract - Almond	5.22	5.22	4.83	4.83	6.23	6.23	4.72	4.72				
138	1	cont	16 oz ea.	Spice - Extract - Lemon	NB	NB	10.03	10.03	19.74	19.74	5.67	5.67				
139	1	cont	16 oz ea.	Spice - Extract - Vanilla	2.99	2.99	159.64	159.64	4.69	4.69	3.90	3.90				
140	5	cont	3 # cont	Spice - Flakes - Onion	11.20	56.00	32.71	163.55	6.69	33.45	15.88	79.40				
141	1	cont	16 oz ea.	Spice - Flakes - Parsley	8.12	8.12	10.91	10.91	13.10	13.10	9.77	19.54				
142	5	cont	3 # cont	Spice - Granulated - Garlic	11.59	57.95	135.73	678.65	24.34	121.70	25.90	77.70				

					Ben E. Keith		Sysco		Shamrock		Labatt		Prices		Bernard Foods	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
143	1	cont	16 oz ea.	Spice - Ground - Cinnamon	4.93	4.93	8.31	8.31	7.33	7.33	5.48	10.96				
144	1	cont	16 oz ea.	Spice - Ground - Cloves	18.48	18.48	18.03	18.03	19.83	19.83	14.91	14.91				
145	1	cont	16 oz ea.	Spice - Ground - Cumin	4.98	4.98	8.67	8.67	10.46	10.46	7.79	15.58				
146	1	cont	16 oz ea.	Spice - Ground - Pepper - Lemon	10.43	10.43	61.09	61.09	11.39	11.39	8.47	8.47				
147	1	cont	16 oz ea.	Spice - Powder - Chile	7.95	7.95	16.81	61.81	8.17	8.17	6.22	6.22				
148	1	cont	16 oz ea.	Spice - Powder - Curry	10.29	10.29	9.36	9.36	11.22	11.22	8.10	8.10				
149	10	cont	16 oz ea.	Spice - Powder - Onion	4.70	47.00	6.15	61.50	6.66	66.60	5.40	43.20				
150	1	sk	25 #	Spice - Salt - Plain	4.45	4.45	5.21	5.21	5.76	5.76	5.40	5.40				
151	1	cs	4 - 1 gal/case	Spice - Sauce - BBQ (like cattlemens)	48.34	48.34	43.83	43.83	32.39	32.39	36.83	36.83				
152	6	cs	6 - #10/case	Spice - Sauce - Cheese - Nacho	49.77	298.62	49.61	297.66	35.28	211.68	29.68	178.08				
153	6	cs	6 - #10/case	Spice - Sauce - Alfredo Cheese	61.39	368.34	37.79	226.74	70.35	422.10	33.16	198.96				
154	1	cs	4 - 1 gal/case	Spice - Sauce - Soy	17.33	17.33	30.23	30.23	24.17	24.17	33.63	33.63				
155	1	cs	8 - .5 gal/case	Spice - Sauce - Sweet - and - Sour	39.25	39.25	42.04	42.04	32.88	32.88	43.58	87.16				
156	1	cs	4 - 1 gal/case	Spice - Sauce - Teriyaki	43.04	43.04	39.53	39.53	43.53	43.53	44.69	44.69				
157	1	cs	4 - 1 gal/case	Spice - Sauce - Worcestershire	27.95	27.95	29.29	29.29	26.16	26.16	16.18	16.18				
158	5	cont	16 oz	Spice - Seasoning - Big & Bold Mont.	NB	NB	NB	NB	11.33	56.65	7.11	28.44				
159	5	cont	16 oz	Spice - Seasoning - Italian Blend	5.19	25.95	64.85	324.25	7.65	38.25	5.93	83.02				
160	1	cont	16 oz	Spice - Seasoning - Mrs. Dash	15.35	15.35	44.35	44.35	48.69	48.69	15.27	15.27				
161	5	cont	16 oz	Spice - Seasoning - Old Bay	5.69	28.45	30.57	152.85	6.43	32.15	8.94	35.76				
162	5	cont	16 oz	Spice - Seasoning - Poultry	8.31	41.55	60.64	303.20	9.45	47.25	5.46	43.68				
163	2	cs	48 ct/case	Disposable - Shaker - Salt	16.02	32.04	12.10	24.20	14.65	29.30	12.76	25.52				
164	2	cs	48 ct/case	Disposable - Shaker - Black - Pepper	39.68	79.36	53.35	106.70	51.71	103.42	54.25	108.50				
165	9	cs	12 - 2.5 #/case	Frozen-Veg-Asparagus - Cuts and Tips	26.30	236.70	67.19	604.71	35.85	322.65	33.33	599.94				
166	10	cs	12 - 2.5 #/case	Frozen-Veg-Broccoli-Cuts	30.18	301.80	27.30	273.00	23.33	233.30	24.63	246.30				
167	15	cs	12 - 2.5 #/case	Frozen-Veg-Broccoli-Normandy	35.58	533.70	NB	NB	33.87	508.05	23.02	437.38				
168	15	cs	12 - 2.5 #/case	Frozen-Veg-Brussel-Sprouts	NB	NB	37.18	557.70	26.89	403.35	25.52	484.88				
169	15	cs	12 - 2.5 #/case	Frozen-Veg-Capri-Mix	21.04	315.60	25.19	377.85	21.95	329.25	33.15	629.85				
170	15	cs	12 - 2 #/case	Frozen-Veg-Carrots-Baby	22.02	330.30	25.00	375.00	22.30	334.50	21.98	329.70				
171	15	cs	12 - 2 #/case	Frozen-Veg-Carrots-Sliced	16.78	251.70	26.13	391.95	16.57	248.55	20.82	312.30				
172	15	cs	12 - 2 #/case	Frozen-Veg-Cauliflower	26.85	402.75	27.71	415.65	24.18	362.70	33.28	499.20				
173	15	cs	12 - 2 #/case	Frozen-Veg-Collard-Greens	NB	NB	34.03	510.45	NB	NB	42.24	422.40				

					Ben E. Keith		Sysco		Shamrock		Labatt		Prices		Bernard Foods	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
174	15	cs	12 - 2.5 #/case	Frozen-Veg-Corn-Chuckwagon	NB	NB	28.32	424.80	25.09	376.35	20.97	482.31				
175	15	cs	96 - 3"/case	Frozen-Veg-Corn-on-Cob	21.68	325.20	20.73	310.95	18.90	283.50	19.31	289.65				
176	15	cs	12 - 2.5 #/case	Frozen-Veg-Corn-Whole-Kernal	29.08	436.20	28.32	424.80	24.08	361.20	26.46	396.90				
177	15	cs	12 - 2 #/case	Frozen-Veg-Green-Beans-Cut	25.90	388.50	23.17	347.55	25.08	376.20	22.33	334.95				
178	15	cs	5 - 5 #/case	Frozen-Veg-Green-Chile-Chopped-Mild	22.35	335.25	21.59	323.85	22.77	341.55	22.78	341.70				
179	15	cs	12 - 2.5 #/case	Frozen-Veg-Green-Peas	28.73	430.95	30.52	457.80	25.47	382.05	29.88	448.20				
180	15	cs	12 - 2.5 #/case	Frozen-Veg-Fajita-Mix	15.72	235.80	32.10	481.50	28.29	424.35	27.67	525.73				
181	15	cs	12 - 2.5 #/case	Frozen-Veg-Italian-Mix	NB	NB	26.62	399.30	22.92	343.80	21.29	489.67				
182	5	cs	12 - 2.5 #/case	Frozen-Veg-Stir-Fry-Mix	NB	NB	34.39	171.95	25.78	128.90	26.60	186.20				
183	15	cs	12 - 2.5 #/case	Frozen-Veg-Mixed-Vegetables	28.75	431.25	28.19	422.85	24.40	366.00	24.75	371.25				
184	15	cs	12 - 2.5 #/case	Frozen-Veg-Fried-Okra	15.99	239.85	26.76	401.40	18.84	282.60	22.83	525.09				
185	6	cs	12 - 2.5 #/case	Frozen - Veg-Breaded-Onion Rings	59.86	359.16	72.11	432.66	47.46	284.76	25.90	466.20				
186	15	cs	12 - 2.5 #/case	Frozen-Veg-Oriental-Mix	28.30	424.50	24.34	365.10	23.58	353.70	23.65	543.95				
187	15	cs	12 - 2.5 #/case	Frozen-Veg-Peas and Carrots	NB	NB	37.89	568.35	23.01	345.15	27.83	417.45				
188	15	cs	6 - 5 #/case	Frozen-Veg-Potato-French-Fries	20.38	305.70	17.03	255.45	16.84	252.60	19.37	290.55				
189	15	cs	6 - 5 #/case	Frozen-Veg-Potato-Tater-Tots	27.01	405.15	25.20	378.00	20.87	313.05	18.45	276.75				
190	15	cs	5 - 5 #/case	Frozen-Veg-Potato-Sweet-Potato-Fries	25.16	377.40	24.72	370.80	23.53	352.95	21.21	530.25				
191	15	cs	6 - .5 gal/c	Frozen-Veg-Red-Chile-Sauce-Mild	25.07	376.05	20.41	306.15	24.38	365.70	22.00	330.00				
192	15	cs	12 - 2.5 #/case	Frozen-Veg-Scandinavian-Mix	NB	NB	25.45	381.75	35.35	530.25	20.12	462.76				
193	15	cs	12 - 3 #/case	Frozen-Veg-Spinach-Chopped	31.56	473.40	33.65	504.75	28.62	429.30	30.77	461.55				
194	15	cs	12 - 2.5 #/case	Frozen-Veg-Squash-Yellow	23.09	346.35	38.71	580.65	37.05	555.75	31.16	405.08				
195	15	cs	12 - 2.5 #/case	Frozen-Veg-Squash-Zucchini	22.96	344.40	37.90	568.50	36.27	544.05	22.87	434.53				
196	15	cs	2 - 5 #/case	Frozen-Bread-Hush-Puppies	14.95	224.25	20.48	307.20	18.83	282.45	16.61	249.15				
197	5	cs	120 ct/case	Frozen-Cookies-Chocolate-Chip	47.42	237.10	65.22	326.10	23.88	119.40	36.80	73.60				
198	5	cs	120 ct/case	Frozen-Cookies-Oatmeal-Raisin	68.35	341.75	64.53	322.65	23.73	118.65	35.48	106.44				
199	5	cs	120 ct/case	Frozen-Cookie-Peanut-Butter	67.85	339.25	65.22	326.10	26.07	130.35	37.81	113.43				
200	5	cs	120 ct/case	Frozen-Cookies-Sugar	45.07	225.35	65.22	326.10	21.85	109.25	34.61	69.22				
201	5	cs	6 - 6.5 #/case	Frozen-Fruit-Strawberries-Sliced	61.13	305.65	49.80	249.00	49.80	249.00	44.36	221.80				
202	5	cs	20# / case	Frozen-Fruit-Strawberries-Whole	17.59	87.95	38.70	193.50	39.82	199.10	13.23	132.30				
203	15	cs	6 ct/case	PreBaked - Pie - Pumpkin	38.78	581.70	32.45	486.75	35.21	528.15	34.16	512.40				
204	10	cs	12 - 16 oz/cs	Topping - On Top - Vanilla - like Rich's	39.68	396.80	51.88	518.80	32.45	324.50	38.46	384.60				

					Ben E. Keith		Sysco		Shamrock		Labatt		Prices		Bernard Foods	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
205	15	cs	5 doz. Large/case	Eggs - Large - Raw	27.96	419.40	27.35	410.25	29.39	440.85	24.00	360.00				
206	48	cs	40 - 4 oz/case	Beef-Raw-Breaded-Chicken-Fried-Steak	46.23	2219.04	26.05	1250.40	29.14	1398.72	25.50	1224.00				
207	36	cs	40 - 4 oz/case	Beef-Cooked-Salisbury-Steak	33.52	1206.72	28.91	1040.76	37.39	1346.04	49.72	646.36				
208	12	cs	80 #/case	Beef-Lean-Ground-85%	194.40	2332.80	2.35	2256.00	2.93	2812.80	108.89	2613.36				
209	2	cs	40 - 4 oz/case	Beef-Lean-Liver-Sliced-4 oz. slices	18.64	37.28	27.39	54.78	20.51	41.02	21.91	43.82				
210	15	cs	40 #/case	Beef-Lean-Stew-Meat-3/4" cut	43.41	651.15	48.53	727.95	36.26	543.90	4.12	2472.00				
211	1800	#	#	Beef-Lean-Boneless-Inside Round	3.12	5616.00	3.75	6750.00	3.00	5400.00	2.98	5551.74				
212	2	cs	40 - 4 oz/case	Beef-Lean-Hamburger-Patties-all-beef-4-1	32.21	64.42	69.41	138.82	27.89	55.78	28.32	56.64				
213	40	cs	4 - 1 #/case	Beef-Franks-4-1	22.35	894.00	27.50	1100.00	30.65	1226.00	25.20	403.20				
214	16	cs	10 #/case	Beef - raw - strips - for fajita - seasoned	188.00	3008.00	5.17	1654.40	95.79	1532.64	4.36	697.60				
215	1200	#	24 ct - cs	Chicken-Boneless-Chicken-Breast- 4 oz. portion	29.32	35184.00	25.68	30816.00	32.90	3290.00	29.70	3564.00				
216	60	cs	10 #/case	Chicken-Cooked-Diced	34.12	2047.20	25.27	1516.12	29.96	1797.60	31.11	1866.60				
217	150	#	96 ct	Chicken - IQF - Legs avg 4.5 oz	27.14	4071.00	45.75	6862.50	32.62	122.33	25.72	282.92				
218	150	#	96 ct	Chicken - IQF - Thighs avg 8 oz	49.20	7380.00	53.86	8079.00	37.20	189.80	38.47	230.82				
219	18	cs	10 #/case	Chicken - raw-pulled-white/dark	33.03	594.54	33.87	609.66	33.28	599.04	34.40	619.20				
220	16	cs	10 #/case	Chicken - all meat - Nugget	23.17	370.72	19.46	311.36	16.43	262.88	12.81	204.96				
221	2	cs	50 - 3 oz/case	Chicken-Raw-Breaded - Tenders/Strips	27.17	54.34	25.97	51.94	23.35	46.70	22.17	44.34				
222	16	cs	10 #/case	Chicken - strips - raw-for fajita - seasoned	29.12	465.92	51.74	827.84	61.18	978.88	2.19	350.40				
223	6	cs	4 - bags/case	Eggs-Boil-in-Bag-Liquid-Egg	55.15	330.90	45.35	272.10	49.23	295.38	41.14	164.56				
224	6	cs	6 - 66.5 oz/case	Fish-Canned-Salmon	NB	NB	85.61	513.66	74.34	446.04	NB	NB				
225	6	cs	6 - 66.5 oz/case	Fish-Canned-Tuna	66.14	396.84	63.65	381.90	73.30	439.80	59.63	357.78				
226	30	cs	10 #/case	Fish-Catfish-Nuggets-Breaded	36.93	1107.90	22.06	661.80	21.19	635.70	49.64	1489.20				
227	30	cs	10 #/case	Fish-Cod-Unbreaded-4 oz. Portions	44.56	1336.80	NB	NB	42.31	1269.30	33.14	994.20				
228	15	cs	10 #/case	Fish-Shrimp-Breaded-NOT-popcom	149.48	2242.20	42.41	636.15	43.37	650.55	57.46	746.98				
229	10	cs	10 #/case	Fish-Sticks	26.16	261.60	34.72	347.20	40.24	402.40	27.86	278.60				
230	16	cs	10 #/case	Fish-Talapia-Unbreaded-IQF- 4 oz portions	28.89	462.24	33.58	537.28	32.41	518.56	30.34	485.44				
231	3	cs	40 - 4 oz/case	Pork-Chops-Lean-bone-in-4oz.portions	27.69	83.07	32.88	98.64	37.73	113.19	30.18	90.54				
232	6	cs	8 - 10 #/case	Pork-Boneless-Pork-Loin-Roast-NOT Tied	122.77	736.62	2.17	390.60	2.24	105.28	2.80	1360.80				
233	24	cs	10 #/case	Pork-Lean-Stew-Meat-3/4" cut	21.26	510.24	22.05	529.20	2.96	59.20	2.56	614.40				
234	75	#	#	Pork-LowSodium-Bacon	NB	NB	81.48	6111.00	47.68	238.40	46.32	231.60				
235	150	#	#	Pork-LowSodium-Buffer Ham	NB	NB	3.36	504.00	2.02	303.00	2.32	357.28				

					Ben E. Keith		Sysco		Shamrock		Labatt		Prices		Bernard Foods	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
236	10	#	50-3 oz.	Pork-Raw-Sausage-Patties-like Jimmy Dean	NB	NB	22.50	225.00	38.78	387.80	36.78	36.78				
237	120	#	40 - 4 oz	Pork-Boneless-Riblet	76.86	9223.20	39.35	4722.00	32.54	3904.80	28.60	371.80				
238	240	#	#	Turkey-Breast-Cooled	3.16	758.40	2.42	592.80	49.92	599.04	3.87	928.80				
239	30	cs	10 #/case	Turkey-Ground	33.11	993.30	17.80	534.00	20.94	628.20	2.05	615.00				
240	600	#	#	Turkey-Roast-Raw-in foil/bag	3.34	2004.00	3.16	1938.00	3.04	1824.00	3.04	1824.00				
241	6	cs	#	Cheese-American - sliced	58.27	349.62	59.06	354.36	18.45	110.70	80.73	484.38				
242	15	cs	40 #/case	Cheese - Cheddar	104.80	1572.00	3.12	1965.60	2.75	1650.00	2.60	1560.00				
243	7	cs	6 #/case	Cheese - Mozzarella - Skim Milk	52.78	369.46	2.77	930.72	2.83	257.53	2.59	134.68				
244	6	cs	6 #/case	Cheese - Swiss	84.02	504.12	3.79	1091.52	3.81	342.90	3.74	209.44				
245	2	cs	10 #/case	Cheese - Parmesan - Grated	44.89	89.78	38.18	76.36	37.37	74.74	19.53	78.12				
246	25,000		1/2 Pint	1%LowFat-Pasteurized-Homo-Milk	0.38	9425.00	19.44	9720.00	NB	NB	NB	NB	0.269	6725.00		
247	12,000		1/2 Pint	Fat-Free-Skim-Milk	0.37	4496.64	19.29	4629.60	NB	NB	NB	NB	0.259	3108.00		
248	200		1/2 gal	2%LowFat-Pasteurized-Homo-Milk	2.57	517.20	25.07	557.11	NB	NB	NB	NB	2.10	420.00		
249	72		1/2 gal	Buttermilk	2.87	206.42	24.21	193.68	33.08	2381.76	NB	NB	2.10	151.20		
250	50		5 # Tub	Sour Cream	5.11	255.50	21.76	272.00	23.51	1175.50	1.21	24.16	4.15	207.50		
251	25		100 ct	SourCream - 1 oz. Portions	9.79	244.75	9.88	247.00	17.98	449.50	11.41	285.25	NB	NB		
252	50		5 # Tub	LowFat - Cottage - Cheese	11.16	557.75	20.89	522.25	69.36	3468.00	12.33	116.50	5.98	299.00		
253	500		4 oz.	LowFat - Yogurt - all flavors	0.38	198.80	20.68	215.42	14.25	7125.00	14.29	7145.00	0.68	340.00		
254	50		5 # Tub	LowFat - Yogurt - all Flavors	NB	NB	15.71	785.50	30.63	1531.50	22.53	1126.50	2.99	149.50		
255	144		Dozen	Ice-Cream-Cups-4 oz. Portions-C-S-V	NB	NB	16.11	2319.84	8.88	1278.72	16.82	2422.08	2.85	410.40		
256	144		Dozen	Sherbet-Cup-4 oz. Portions	NB	NB	14.71	2118.24	7.79	1121.76	15.33	2207.52	2.85	410.40		
257	1	cs	2 - 100/case	Styro - Tray - 3/comp with lid	17.08	17.08	16.74	16.74	15.41	15.41	20.56	20.56				
258	2	cs	4 - 125/case	Styro - Plate - 9"	15.73	31.46	34.33	68.66	16.01	32.02	17.35	34.70				
259	2	cs	8 - 125/case	Styro - Plate - 6"	21.47	42.94	22.51	45.02	17.47	34.94	17.74	35.48				
260	4	cs	8 - 125/case	Styro - Bowl - 10 oz.	38.92	155.68	38.16	152.64	34.64	138.56	30.09	120.36				
261	4	cs	40 - 25/case	Styro - Cup - 10 oz.	21.55	86.20	22.66	90.64	23.14	92.56	24.71	98.84				
262	4	cs	40 - 25/case	Styro - Cup - 8 oz.	16.93	67.72	16.95	67.80	18.18	72.72	19.41	77.64				
263	8	cs	40 - 25/case	Styro - Cup - 6 oz.	14.58	116.64	14.48	115.84	15.52	124.16	16.59	132.72				
264	50	cs	20 - 25/case	Styro - Food-Container - 8 oz.	25.69	1284.50	31.15	1557.50	33.48	1674.00	29.23	730.75				
265	50	cs	5 - 100/case	Food Cont.-Lid (compatible)	12.86	643.00	16.51	825.50	18.15	907.50	14.63	365.75				
266	50	cs	20 - 125/case	Plastic-Food-Container - 4 oz.	25.21	1260.50	64.98	3249.00	52.70	2635.00	45.46	2273.00				

					Ben E. Keith		Sysco		Shamrock		Labatt		Prices		Bernard Foods	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
267	50	cs	20 - 125/case	Food Cont.-Lid (compatible)	23.35	1167.50	79.04	3952.00	34.81	1740.50	42.60	2130.00				
268	4	cs	20-125/case	Plastic-Food-Container - 2 oz.	29.98	119.92	42.70	170.80	27.78	111.12	28.13	112.52				
269	4	cs	20-125/case	Food Cont.-Lid (compatible)	32.01	128.04	42.70	170.80	22.97	91.88	28.57	114.28				
270	6	cs	50 ct/case	Plastic - Embossed - Apron	9.17	55.02	125.36	752.16	13.21	79.26	5.33	31.98				
271	2	cs	18 X 3 M/case	Plastic - 18" - Food Wrap	18.77	37.54	23.66	47.32	15.64	31.28	12.07	24.14				
272	4	cs	12 X 3 M/case	Plastic - 12" - Food Wrap	12.31	49.24	17.55	70.20	10.71	42.84	8.55	34.20				
273	3	cs	250/case	Plastic - Freezer - Bags - 1 gallon	21.34	64.02	43.00	129.00	16.27	48.81	12.53	37.59				
274	3	cs	3 - 250/case	Plastic - Freezer - Bags - 1 Quart	NB	NB	38.50	115.50	21.40	64.20	12.47	62.35				

					Ben E. Keith		Sysco		Shamrock		Labatt		Prices		Bernard Foods	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
275	10	cs	2 M/case	Plastic - Sandwich-Bags-flip-top	28.63	286.30	35.50	355.00	17.83	178.30	7.38	73.80				
276	4	cs	250/case	KFS - 3 piece cutlery	NB	NB	30.30	121.20	16.74	66.96	14.28	57.12				
277	65	cs	250/case	Foil - Tray - 3/comp with lid	NB	NB	40.56	2636.40	46.52	3023.80	44.74	2908.10				
278	2	cs	18 X 50/case	Foil - Heavy-Duty - 18"	26.81	53.62	41.77	83.54	22.12	44.24	20.72	41.44				
279	6	cs	20 pk/case	Napkin-Dispenser-full fold-6 1/4 Lx4 1/2 Wx5 1/2 H	NB	NB	38.78	232.68	NB	NB	32.35	194.10				
280	8	cs	500/case	Paper Sacks - # 6	10.51	84.08	9.34	74.72	11.20	89.60	12.26	98.08				
281	3	cs	1 M/case	Paper Liners (sheet pans)	35.97	107.91	36.17	108.51	30.15	90.45	30.00	90.00				
282	2	cs	30 - 250/case	Straws - unwrapped	52.63	105.26	31.62	63.24	51.38	102.76	39.13	78.26				
283	5	cs	144/case	Hair Nets - light brown	14.72	73.60	150.74	753.70	13.13	65.65	8.12	40.60				
284	1	cs	10 - 100/case	Latex Free-Vinyl-gloves-extra-large	34.63	34.63	23.89	23.89	21.50	51.50	24.99	24.99				
285	20	cs	10 - 100/case	Latex Free-Vinyl-Gloves-large	34.63	692.60	41.36	827.20	21.39	427.80	24.99	499.80				
286	20	cs	10 - 100/case	Latex Free-Vinyl-Gloves-medium	34.63	692.60	41.27	825.40	21.32	426.40	24.99	499.80				
287	2	cs	10 - 100/case	Latex Free-Vinyl-Gloves-small	34.63	69.26	23.16	46.32	21.17	42.34	24.99	49.98				
288	5	cs	20 - 25/case	Clear (HD 1.5 mil) 33 gal. Liner	NB	NB	20.80	104.00	26.60	133.00	12.90	322.50				
289	8	cs	6 - 1 ga/case	Bleach	11.19	89.52	10.12	80.96	10.91	87.28	9.50	76.00				
290	5	cs	6 - 1 ga/case	Pine Cleaner	27.05	135.25	60.57	302.85	26.97	134.85	19.11	152.88				
291	5	cs	15 pk/case	Nylon Soap Pads - SOS or equal	NB	NB	47.90	239.50	35.13	175.65	27.45	192.15				
292	5	cs	15 pk/case	Scour Pads - Green	5.91	29.55	9.22	46.10	5.66	28.30	6.79	27.16				
293	5	cs	12 ct/case	Steel Scrubbers	6.89	34.45	20.57	102.85	3.30	16.50	4.52	22.60				
294	3	cs	12 ct/case	Mop Heads	NB	NB	10.22	30.66	40.62	121.86	4.04	145.44				
295	6	pr	pair	Oven Mitts	7.90	47.40	11.25	67.50	6.71	40.26	11.04	66.24				
296	1	cs	12 pk/case	Rubber Gloves - 18"	NB	NB	110.83	110.83	83.37	83.37	7.89	7.89				
297	2	cs	200 ct/case	Food Service Towel - Disposable	6.02	12.04	23.74	47.48	24.62	49.24	20.70	41.40				
298	6	pails	5 gallon pails	Dishwashing Machine - Detergent - Low Temp	80.08	480.48	100.57	603.42	74.84	449.04	NB	NB				
299	6	pails	5 gallon pails	Dishwashing Machine - Rinse-Aid - Low Temp	104.26	625.56	172.96	1037.76	101.68	610.08	NB	NB				
300	6	pails	5 gallon pails	Dishwashing Machine - Sanitizer - Low Temp	48.25	289.50	52.81	316.86	28.95	173.70	NB	NB				

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 8, 2014

Report No: 19

Submitted By: Bob Johnson,
Contract Coordinator

Approved For Agenda: _____



Subject: Consider, and act upon, Change Order No. 1, RFQ No. 2013-05 to CDM Smith, Inc. related to the engineering and design services for the 1MGD Interim Desalination Plant project, in an amount not to exceed \$48,674.30, including tax.

Fiscal Impact: \$48,674.30

Amount Available: \$309,591.00

Fund: 054-0099-990.57-34 PW1401

Recommendation: Approve the Change Order.

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

This Change Order is to conduct a focused environmental investigation of the planned site as required by NMED.

In February 2014, the summary of previous environmental assessments for the planned site were discussed between representatives of CDM Smith, NMED-Solid Waste Bureau, and NMED-Groundwater Quality Bureau. While there was/is concurrence that the planned site is not located over any areas of the former landfill, NMED requested that additional testing and monitoring of the site location be conducted.

Reviewed By:

City Attorney JPT City Clerk RC Community Development _____ Community Services _____
Finance AD Housing Authority _____ Planning _____ Personnel _____ Public Safety _____
Public Works JB Purchasing _____ Assistant City Manager _____ Utilities _____



City of Alamogordo



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

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 1

1MGD INTERIM DESALINATION PLANT ENGINEERING & DESIGN SERVICES

RFQ NO. 2013-05

DATE: APRIL 3, 2014

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

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

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Reason Code 4B – Third Party Accomodation.

Additional design and engineering services to conduct a focused environmental investigation of the planned site as required by NMED.

REVISED CONTRACT AMOUNT

1. Original Contract Amount	\$1,188,319.53*
2. Total Contract Amount Including Previously Approved Change Orders.....	\$1,188,319.53*
3. Amount of this Change Order (Increase).....	\$ 48,674.30*
4. Total Revised Contract Amount to Date.....	\$1,236,993.83*

* includes New Mexico Gross Receipts Tax

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

CHANGE ORDER ACCEPTED AND APPROVED:

BY: 
Engineer

04/03/14
Date

CHANGE ORDER APPROVED BY CITY MANAGER:

BY: _____
City Manager

Date

BY: _____
City Attorney

Date



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

April 2, 2014

Bob Johnson
City of Alamogordo
2600 N. Florida Avenue
Alamogordo, NM 88310

Subject: Amendment1 to Contract for 1-MGD Interim Brackish Water Reverse Osmosis Project
Focused Environmental Investigation of the Desalination Facility Site

Dear Mr. Johnson:

CDM Smith Inc. (CDM Smith) is pleased to submit this scope of work and fee proposal to the City of Alamogordo to conduct a focused environmental investigation for the future Desalination Facility site on LaVelle Road in Alamogordo, NM. CDM Smith has included the following project tasks in our scope of work:

- Task 1 Develop Sampling and Analysis Plan
- Task 2 Field Activities
- Task 3 Data Evaluation and Reporting

The attached scope of work provides additional information regarding these tasks, key assumptions for executing the work, and the assumed level of effort (LOE) and estimated costs for these activities. The cost for this work is \$45,490, not including NMGRT.

If you have any questions or comments regarding this scope of work, please feel free to call me at 505-353-3734 or Mr. Paul Karas at 505-353-3719. We look forward to our continued support to the City of Alamogordo on this project.

Sincerely,

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

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

Attachments



Amendment No. 1 to Contract for 1-MGD Interim Brackish Water Reverse Osmosis Project

Scope of Work for the Focused Environmental Investigation Desalination Facility Site

CDM Smith Inc. (CDM Smith) has developed this scope of work and cost estimate for the City of Alamogordo to *conduct a focused environmental investigation of the proposed desalination facility site*. The focused environmental investigation activities will be conducted in accordance with terms and conditions of the current contract for the design of the 1-MGD Interim Brackish Water Reverse Osmosis Plant between CDM Smith and the City of Alamogordo, dated February 27, 2014. As described in this scope of work, CDM Smith will provide the City of Alamogordo with the consulting and engineering services necessary to evaluate the presence of solid waste associated with the former Alamogordo Landfill on or near the proposed site of the Desalination Facility.

This scope of work provides additional information regarding these tasks, key assumptions for executing the work, and the assumed level of effort (LOE) and estimated costs for these activities. A detailed cost estimate is attached. The total costs, including fee, for the focused environmental investigations are shown on the attached cost estimate.

Background

The former Alamogordo Landfill is located on approximately 265 acres owned by the City of Alamogordo on LaVelle Road. The landfill was active from 1957 until closure in 1988. Phase I and Phase II environmental assessments were completed for the site (Tetra Tech, 2003 and 2004). The Phase 1 Environmental Site Assessment (2003) addressed the entire site and included a site visit, surrounding properties search, geophysical surveys and examination of historic aerial photos. No sampling and analysis of the site was included in the Phase I environmental assessment.

The Phase I environmental assessment identified trenches visible on aerial photographs on the northwest portion of the site from 1962-1976; southwest portion of the site from 1976-1980; and northeast portion of the site from 1980-1988. Surveys with three different geophysical instruments were completed to identify trenches. Wide area screening of the entire site was conducted with a magnetometer. The magnetometer measurements were collected every 2 feet along parallel transverses 50-ft apart and identified trenches and areas of construction rubble.

Intermediate density coverage was accomplished with a magnetometer combined with a ground conductivity meter. This instrument was used on 44 acres on east side of property and 35 acres on west side of property. Measurements were made every 3 feet along parallel transverses 20-feet apart. This survey defined 12 trenches on the east side of the site and several small trenches in northwest portion of the site. There were also six long trenches and two shorter trenches in the southwest portion of the site.

Amendment No. 1 to Contract for 1-MGD Interim
Brackish Water Reverse Osmosis Project
Scope of Work for the Focused Environmental Investigation
Desalination Facility Site
April 2, 2014

Detailed surveys with a magnetometer and high precision metal locator were used over anomalous features identified on the other two surveys. Measurements were made every 0.65 feet along parallel transverses 5 feet apart. The detailed surveys provided further definition of trenches identified in the other surveys.

The Phase II environmental site assessment was completed in 2004. This site assessment only addressed the half of the site on the east of the Charlie Lee Memorial Relief Route (the highway bypass) because the City of Alamogordo proposed to build athletic fields on that portion of the site. The Phase II environmental site assessment included surface soil samples and soil borings to collect soil samples and to determine cover thickness, and landfill gas sampling. The results of the sampling from the Phase II Environmental Assessment are presented below:

- Surface soil samples - 10 samples at randomly selected locations in the northern portion of the study area. All samples were below soil screening levels
- Soil Borings - 9 borings to determine suitability for construction and assess characteristics of the windrow area. The soils in these borings were described, blow counts determined, but no sampling or analysis
- Cover Thickness Borings - 23 borings were placed along the centerlines of the trenches. The cover thickness was 0.5-4 feet and the waste thickness varied from 3-34 feet
- Landfill Gas - 14 temporary wells were installed and field-screened for landfill gas and VOCs. Gas samples were collected from the five wells with highest field screening results. The results from five samples can be summarized as follows:
 - Methane was above LEL;
 - Carbon dioxide and methane could present asphyxiation risk
 - Carbon dioxide above PEL for indoor air;
 - Concentrations of four organics were above minimal risk levels

This summary of the Phase I and Phase II environmental assessments was reviewed with representatives of the New Mexico Environment Department Solid Waste Bureau and Groundwater Quality Bureau at a conference call meeting on February 13, 2014. As part of that meeting, Figure 1 was presented to the NMED representatives, showing the proposed site for the Desalination Facility relative to the Alamogordo Landfill trenches defined by the geophysical surveys. There was concurrence that while the Desalination Facility site is not located over any of the former landfill, an additional focused environmental investigation is required to assure NMED and the City of the suitability of the site.

Amendment No. 1 to Contract for 1-MGD Interim
Brackish Water Reverse Osmosis Project
Scope of Work for the Focused Environmental Investigation
Desalination Facility Site
April 2, 2014

Based on the discussion with NMED, the elements of the focused environmental investigation will include the following:

- Sampling of landfill gas and VOCs at up to 15 points distributed along the edge of the proposed Desalination Facility site near the trenches and randomly in the proposed site. It was noted that the Desalination Facility should be placed as far from the trench locations as possible.
- Soil pits in the “windrow” area to confirm the absence of solid waste materials.
- A groundwater investigation is expected, but can be conducted as part of the discharge permit application for the Desalination Facility. Three wells at a minimum would be required for that application.

Task 1 - Develop Sampling and Analysis Plan/Field Preparation

CDM Smith will use existing site data and agreements with NMED to develop study objectives in a Sampling and Analysis Plan (SAP). The SAP will contain the following information:

- Problem definition and Data Quality Objectives
- Sampling design – sample locations, sample medium, analytical parameters, and sample preparation
- Field activities – equipment, sampling procedures
- Sample handling and custody – sample identification, documentation, chain-of-custody, and shipment
- Laboratory QA/QC
- Data Management
- Data evaluation and usability – laboratory data verification, evaluation, and usability reviews

CDM Smith will prepare the SAP and submit it to NMED for approval. NMED approval of the SAP is the best method for ensuring that the focused environmental investigation will provide the data NMED needs to make a decision about the proposed Desalination Facility site. When NMED has approved the SAP, CDM Smith will schedule equipment, arrange for laboratory subcontract, and complete other field program pre-mobilization coordination activities.

Task 2 - Field Work

CDM Smith will provide sample collection and laboratory analytical services as described in the approved SAP. This task is anticipated to consist of the following activities:

- Install 15 temporary wells for collecting gas samples. Seven wells will be along the western edges of the proposed Desalination Facility site adjacent to former landfill trenches. Eight wells will be randomly distributed throughout the remainder of the proposed Desalination Facility site. The wells will be approximately 15 feet deep and constructed with 1-inch diameter PVC casing and a 5-foot long slotted screens. Each well will be capped with an air-tight cap. Gas samples will be collected in SUMMA canisters and submitted to an analytical laboratory for analysis of methane and VOCs. The temporary wells will be destroyed by pulling the casing and screen out of the borehole and plugging with bentonite or grout at the completion of the field work task of the focused environmental investigation.
- Excavate six soil test pits in randomly selected locations in the “windrow” area. The test pits will be excavated with a backhoe and will be 5 feet deep. The soil exposed in the pits will be described on logs and photographs. The pits will then be filled in with the soil excavated from them.

Task 3 - Data Evaluation and Reporting

Following the receipt of laboratory analytical data, CDM Smith will evaluate the data and provide a summary report describing the following:

- Review of laboratory data for completeness and usability in accordance with the SAP and provide laboratory analytical reports
- Summarize field sample collection activities, describe any discrepancies with the requirements of the SAP, provide completed field sampling forms, and photographs
- Summarize detections (if applicable) and sample locations and compare to project action levels
- Provide conclusions relative to site suitability for the Desalination Facility

Assumptions

The assumptions used to estimate the budget to complete this work are provided below

- NMED will approve the SAP as written.
- The City will provide timely review of project deliverables and that review comments will be clarifying and generally minor in nature.
- The City will provide access to the property for installation of sampling points and test pits.

Amendment No. 1 to Contract for 1-MGD Interim
Brackish Water Reverse Osmosis Project
Scope of Work for the Focused Environmental Investigation
Desalination Facility Site
April 2, 2014

- The City will provide a backhoe and operator for the test pits. CDM Smith will provide the geologist to document the character of the materials exposed in the test pits.
- The analytical costs are based on analyzing fifteen 6-L Summa canisters (no regulators) for Determination of Volatile Organic Compounds (VOCs) In Air Collected In Specially-Prepared Canisters and Analyzed By Gas Chromatography/ Mass Spectrometry (GC/MS) by EPA Method TO-15 for methane. The gas sampling wells can be drilled using a hollow stem auger drill rig to the 15 foot depth.
- The gas sampling wells will be abandoned when summa canisters are removed and will not require a separate mobilization to abandon the wells at a different time.

Cost

The lump sum cost of this work is **\$45,490** excluding NMGR. A detailed breakdown of the costs associated with this work is attached with this proposal.

Schedule

It is assumed the City of Alamogordo will provide CDM Smith with a notice to proceed on the project prior to by April 15, 2014. Following the receipt of the NTP, CDM Smith anticipates the following general project implementation schedule:

- April – May 2014: Complete Sampling and Analysis Plan (assumes 4 weeks for NMED review and approval)
- June 2014: Complete Field Activities: Sample Collection and Laboratory Analysis; a 14-day laboratory analytical turnaround time is assumed.
- July- August 2014: Complete Data Evaluation and Reporting

References

Hyndman, David A. and Brandwein, Sydney S., 2003. *Geophysical Investigation at the Alamogordo Landfill, Alamogordo New Mexico*. July 2003.

Tetra Tech EM Inc. 2004. *Final Phase II Environmental Site Assessment Report, Alamogordo Landfill, Alamogordo, New Mexico*. October 18, 2004.

Tetra Tech EM Inc. 2004. *Sampling and Analysis Plan (Field Sampling Plan/Quality Assurance Project Plan) for Phase II Environmental Site Assessment*. March 26, 2004.

Tetra Tech EM Inc., 2003. *Phase I Environmental Site Assessment Alamogordo Landfill, Alamogordo New Mexico*. Augusts 1, 2003.

Attachment I

Alamogordo Focused Environmental Investigation for Interim Desalination Plant Site		CDM Smith Hours and Labor Budget																	Subconsultants		Subcontractor Markup	Total Budget		
Project Tasks	Contract Officer	Senior Tech. Spec.	Project Manager	Eng V	Eng IV	Eng III	Eng II	Eng I	Arch	HVAC & Plumbing	Electrical	ISC	Structural	Senior Tech. Consultant	Designer Drafter	Contract Admin	Clerical	Labor Totals		Other Direct Costs	Firm	Total	Total	
	Robas	Collins	Fowlie	Irwin				Rempkowski										Hours	\$	\$			\$	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task 1: Sampling and Analysis Plan/Field Prep	6	14	12	8	0	0	0	10	0	0	0	0	0	0	0	0	0	50	\$8,000	\$400		\$0	\$0	\$9,400
Meeting with Alamogordo		8	8															16	\$3,160	\$300		\$0	\$0	\$3,460
SAP Prep	2	2		4				10										18	\$2,680			\$0	\$0	\$2,680
Subcontract Prep				4														4	\$740	\$100		\$0	\$0	\$840
Meeting with NMED	4	4	4															12	\$2,420			\$0	\$0	\$2,420
Task 2: Field Work	0	0	0	48	0	0	0	0	0	0	0	0	0	0	0	0	0	48	6,880	\$800		\$18,325	\$1,100	\$26,205
Task 2A Temporary Wells				36														36	\$6,660	\$800	EDI	\$9,700	\$582	\$17,742
Task 2B Pits				12														12	\$2,220	\$100	HEAL	\$8,625.00	\$818	\$11,463
																		0	\$0				\$0	\$0
																		0	\$0				\$0	\$0
Task 3: Report	2	4	2	9	0	0	0	18	0	0	0	0	0	0	6	0	8	49	\$6,385	\$300		\$0	\$0	\$6,685
Data Analysis				3				6										9	\$1,215	\$100				\$1,315
Draft Report	1	2	1	4				8							4		4	24	\$3,215	\$100		\$0	\$0	\$3,315
Final Report	1	2	1	2				4							2		4	16	\$2,155	\$100				\$2,255
																		0	\$0					\$0
Total	\$1,680	\$3,780	\$2,590	\$12,025	\$0	\$0	\$0	\$3,080	\$0	\$0	\$0	\$0	\$0	\$0	\$750	\$0	5560	147	\$24,465	\$1,600		\$18,325	\$1,100	\$48,480
Labor Rates and Multipliers	Contract Officer	Senior Tech. Spec.	Project Manager	Eng V	Eng IV	Eng III	Eng II	Eng I	Arch	HVAC	Elec	ISC	Structural	Senior Tech. Consultant	Designer Drafter	Contract Admin	Clerical			ODC Multiplier	Sub Multiplier			
Billing Rate	\$210	\$210	\$185	\$185	\$155	\$135	\$125	\$110	\$140	\$130	\$140	\$140	\$140	\$230	\$125	\$100	\$70			1.00	1.05			

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014 **Report Date:** April 10, 2014 **Report No:** 20

Submitted By: Robert Rentschler **Approved For Agenda:** 
Mayor Pro-Tem

Subject: Discussion of problems and potential solutions related to the new intersection on Indian Wells at Washington & Pecan Dr.

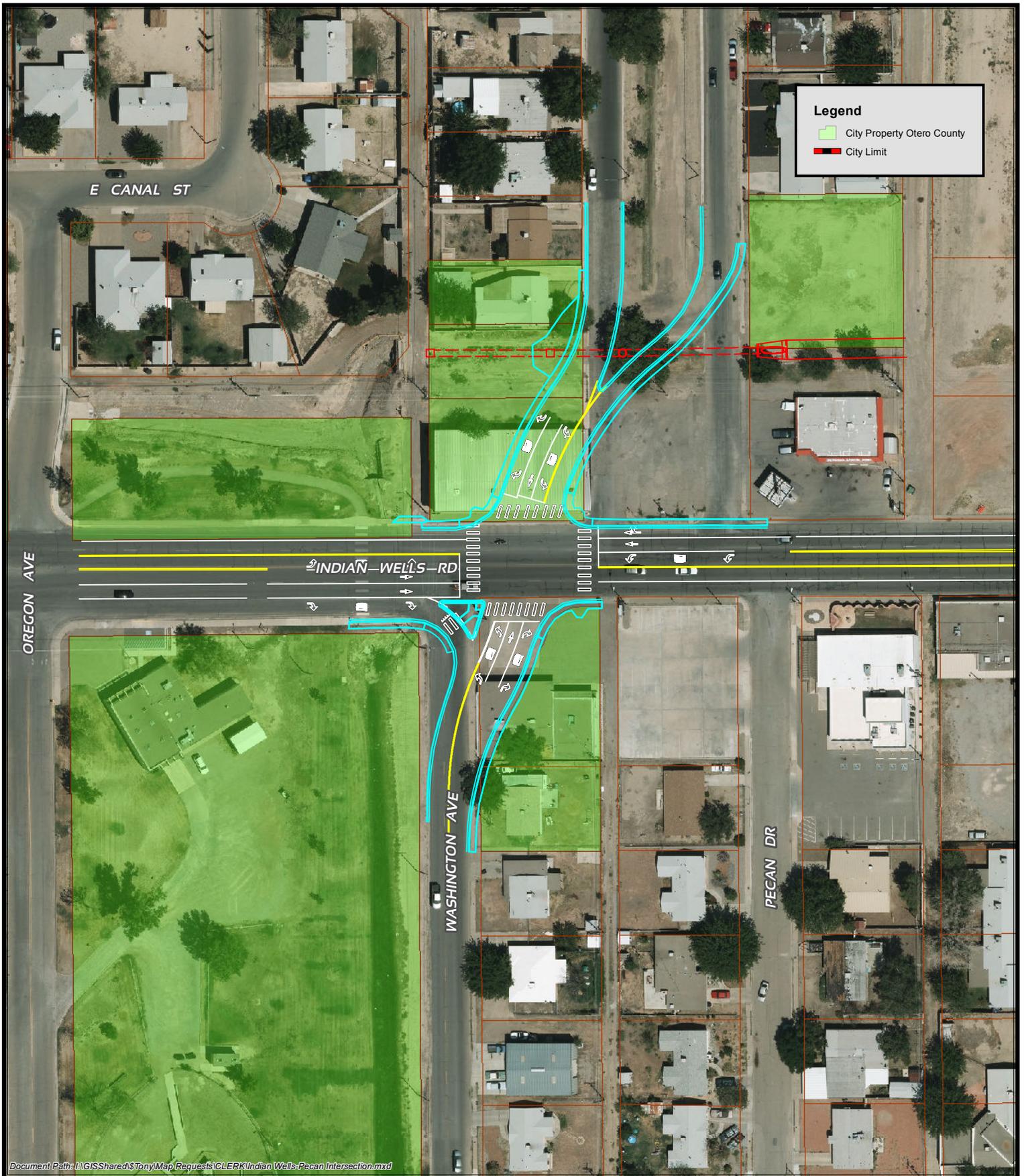
Fiscal Impact: N/A
Amount Budgeted: N/A
Fund:

Recommendation: None.

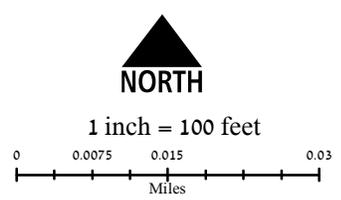
Background: Mayor Pro-Tem Rentschler requested this item to be added to this agenda at the April 8th Regular Meeting.

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 Property Indian Wells/Pecan Intersection



The City of Alamogordo makes no representation as to the validity of accuracy of the information given hereon and the user is responsible for making such further investigation and inquiries as necessary in order to properly consider such permanent and temporary appurtenances.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014 **Report Date:** April 9, 2014 **Report No:** 21

Submitted By: Ruben Segura, **Approved For Agenda:** 
Grants Coordinator

Subject: Consider and act upon, Resolution No. 2014-16 authorizing the submission of a New Mexico Community Development Block Grant Program Application and designating the Mayor to act as signatory authority in all matters pertaining to the municipality's participation in the Community Development Block Grant Program.
(Tabled from 4/08/2014)

Fiscal Impact: \$ 9,277.00 Tax Included (Grant Match 10%)
Amount Budgeted: To be budgeted in FY2015
Fund: 48

Recommendation: Select the recommended project and approve the resolution. **[Roll call vote required]**

Background: City Commission requested staff to work with COPE on the outstanding issues discussed at the meeting in the April 8th Commission meeting. Staff will provide updated information at the April 22, meeting based on discussions and work with COPE.

Original Agenda Information:

Staff recommends that the City Commission select the Alamogordo Senior Center Breezeway Structure project as the authorized project for the 2014 Community Development Block Grant (CDBG) Application Funding Cycle and approve the resolution.

On November 13, 2013 the Community Development Advisory Committee selected the top three (3) proposed projects to be presented to the City Commission for consideration and selection of a final project. The top three projects are:

- Breezeway Structure at the Alamogordo Senior Center (\$86,250),
- ADA Sidewalks Improvements in the Chihuahuita Area (\$500,000), and
- COPE Building Improvements (\$500,000).

Reviewed By:

 City Attorney AT City Clerk RL Community Development _____ Community Services _____
Finance hr Housing Authority _____ Planning _____ Personnel _____ Public Safety _____
Public Works _____ Purchasing _____ Assistant City Manager _____

The following are the pro's and con's for each project, and the basis for the recommendation:

1. Breezeway Structure at the Alamogordo Senior Center (\$86,230) = \$77,625 + \$8,630.

Pro's:

- Project will have key benefits to seniors, an important eligible group in our community.
- Project cost is extremely reasonable, significantly increasing the probability of getting funded.
- Project scope is relatively straightforward which will allow the project to be constructed within the year funding cycle, allowing the City the opportunity to request additional funds in FY2015 CDBG funding cycle.
- Little or no design work is required.

Con's:

- Latest CDBG project went for Senior Center Improvements.

2. ADA Sidewalks Improvements in the Chihuahuita Area (\$550,000) = \$500,000 + \$50,000.

(PROJECT IS INELIGIBLE)

Please note: the ADA Sidewalks Improvement in the Chihuahuita does not meet the required Low to Moderate Income (LMI) requirement. Staff conducted a survey in the area; however, the survey data came short of the 51% LMI CDBG program threshold.

Pro's:

- Project will allow individuals with disability access to a stream of inter-city public sidewalks for greater mobility.
- Project improvements will have a community benefit and not for a limited group of individuals, since sidewalks are for public use.

Con's:

- Project ranks low in project readiness – still needs to be designed.
- Project cost is high lessening the probability of getting fully funded.
- Phasing the project, in case full funding is not possible, will be needed.

3. COPE Building Improvements (\$550,000) = \$500,000 + \$50,000.

Pro's:

- Project will have key benefits to victims of domestic violence.
- Design work has been completed.

Con's:

- Since COPE is a non-profit organization there are issues related to the anti-donation

Reviewed By:

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

clauses.

- The City will be required to own the property and administer the grant.
- COPE must be able to demonstrate that the amount awarded in the grant project will be directly compensated with added services or some other form of value. The added services must be services that are not currently being provided by COPE.
- The city will require financial security from COPE, as an investment protection, to insure that its' rights and the public financial commitments will be adequately protected and recoverable in the event of default.
- Project cost is high lessening the probability of getting fully funded.
- Phasing the project may not be possible due, in case the state proposes to fund a phase amount, to the nature of the proposed project improvements.

Grant Project: GC1402

Reviewed By:

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

RESOLUTION NO. 2014-16

A RESOLUTION OF THE COMMISSION OF THE CITY OF ALAMOGORDO, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION-LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE MAYOR TO ACT AS THE MUNICIPALITY'S CHIEF ELECTED OFFICIAL AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the need exists within the City of Alamogordo for neighborhood improvement projects in several low to moderate income neighborhoods, and the City of Alamogordo desires to apply to the Housing and Urban Development's Community Block Grant Program to obtain funding for neighborhood improvement projects; and,

WHEREAS, the Commission has held 2 public hearings for public input and comment on September 23, 2013 and September 26, 2013 during the 2014 application process; and,

WHEREAS, the City Commission of the City of Alamogordo finds that there is a significant need to undertake the Senior Center Breezeway Project to provide adequate services to the community; and,

WHEREAS, the City Commission of the City of Alamogordo determines that the Senior Center Breezeway Project meets the requirements of the Community Development Block Grant Program.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that:

Section 1. The City of Alamogordo is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration/Local Government Division for the Senior Center Breezeway Project;

Section 2 . The City Commission directs and designates the Mayor as the City of Alamogordo's Chief Elected Official and Authorized Representative to act in all matters in connection with this application and the City of Alamogordo's participation in the New Mexico Community Development Block Grant Program.

Section 3 . The City of Alamogordo officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

Section 4 . The full application amount to be \$86,250 of grant funds and Phase be for \$75,000 for the Senior Center Breezeway Project;

Section 5. It further be stated that the City of Alamogordo is committing \$8,630 from its General Fund as a cash contribution toward the construction activities of this Senior Center Breezeway Project.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2014.

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

Memorandum of Understanding (MOU)

Center of Protective Environment (C.O.P.E.) and City of Alamogordo, New Mexico

This Memorandum of Understanding (MOU) is entered into between the Center of Protective Environment, Inc., a New Mexico non-profit corporation ("COPE"), and the City of Alamogordo, a New Mexico municipal corporation ("City").

1. Non-Binding Memorandum of Understanding. This MOU is not binding or legally enforceable, imposes no enforceable obligations upon the parties and does not grant any rights. However, the parties shall utilize this MOU as the framework for an agreement or agreements (which may include a development agreement, short-term and long-term lease agreements and/or other agreements), which will be collectively referred to herein as the "Agreement." COPE and the City acknowledge the Agreement will be subject to approval by the Alamogordo City Commission.

2. Purpose. The primary purpose of this MOU is to set forth the basic concepts which need to be addressed in order for the City to prepare and submit a 2014 Community Development Block Grant application to the New Mexico Department of Finance and Administration/Local Government Division the proceeds of which will be used to fund in part COPE's "Raise the Roof" project (the 'Project')

3. Joint Roles and Responsibilities. Each party agrees to cooperate in the proposed project that would be set forth in the 2014 Community Development Block Grant application to the New Mexico Department of Finance and Administration/Local Government Division for the COPE Building Improvement Project, and carry out responsibilities as may be identified in that application. If funded, the parties agree to establish a Building Committee to oversee the construction of the Project and resolve any construction related disputes. The Building Committee shall consist of three members: two appointed by the City; and one appointed by COPE. Other than its participation in the Building Committee, COPE understands and agrees that it will not direct or oversee the construction of the project.

4. City Responsibilities and Duties. The following is a general outline of responsibilities the City will have under the Agreement.

a. The City shall submit the application for the CDGB funding of the Project and, if selected for funding, execute the funding agreement with the Local Government Division, New Mexico Department of Finance and Administration.

b. The City will be responsible for administering the CDBG Grant in a manner satisfactory to the New Mexico Department of Finance and Administration/Local Government Division and consistent with any standards required as a condition of receiving these funds.

c. Design of Project. Through the Construction Committee, the City agrees to coordinate with, and solicit detailed input from, COPE concerning all aspects of the Project design, which design will be subject to COPE approval. Through the Building Committee, and subject to public procurement requirements, COPE will have input into the review and selection of all advisers, design professionals and contractors to be used on the Project.

d. Construction of Project. Construction services in connection with the Project shall be publicly procured as required by law.

5. COPE Responsibilities. The following is a general outline of responsibilities COPE will have under the Agreement.

a. COPE understands and agrees that all activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. COPE certifies that the activity(ies) carried out under this Agreement will meet the National Objective.

b. COPE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations. COPE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. COPE further agrees to utilize funds available under this MOU to supplement rather than supplant funds otherwise available.

c. Conveyance and Lease-Back of Site. As a condition precedent to the submission of the CDBG Application, COPE will convey to the City, at no cost or expense to City, in fee simple absolute, clear of all encumbrances by a good and sufficient warranty deed, that parcel of land situate in the County of Otero, State of New Mexico, more fully described as Lot 1D, Block 1, Triple A Replat D. Until modified by a subsequent agreement, COPE will continue to pay all taxes, assessments, or impositions that may be legally levied or imposed upon the property, and risk of loss by fire or other casualty will remain on COPE. In the event CDBG application is unsuccessful, or if the Project is not funded in the full amount requested and COPE elects not to proceed with the Project, then title to the Property shall immediately revert to COPE. Following conveyance of the property to the City, the City shall lease the property to COPE, utilizing a form of lease agreement that complies with the Department of Finance and Administration, Local Government Division, Memorandum dated August 1, 2007, a copy of which is attached to the MOU as an exhibit. COPE acknowledges that compliance with this memorandum may require, at a minimum, a market analysis and possibly an appraisal of both the properties after the completion of the Project. Further, an independent analysis may be required to establish the value of the services being or proposed to be provided by COPE. COPE further understands and agrees that the initial lease and any subsequent sale of the property will be subject to section 3-54-1, NMSA 1978.

6. Financing. The City's contribution for the cost of the construction of the Project shall be, and will in no event be more than, the amount of any CDBG Grant awarded (the "Financing

Amount”). COPE understands and agrees that it will be required to provide a 10% cash match for the amount of the CDBG Grant. Further, any additional amounts required to complete the Project in excess of the Financing Amount shall be the sole responsibility and obligation of COPE. COPE agrees to reimburse the City for any and all out-of-pocket costs and expenses incurred by the City.

7. Duration of Agreement. This MOU shall be in effect as of the date signed by all parties and shall remain in effect until such time the Agreement is completed. A party may terminate the agreement upon sixty (60) days written notice except where the cancellation is for cause, i.e. a material and significant breach of any of the provisions of this MOU. In the circumstance of a breach, this MOU may be canceled upon delivery of written notice to the other parties.

CENTER OF PROTECTIVE ENVIRONMENT

Date: _____

By: _____
Kay Gomolak, Director

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Date: _____

By: _____
Susie Galea, Mayor

ATTEST:

Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney



STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building, Ste 201 • Santa Fe, New Mexico 87501
Phone: (505) 827-4950 • Fax: (505) 827-4984
www.lgd.state.nm.us

BILL RICHARDSON
GOVERNOR

KATHERINE B. MILLER
CABINET SECRETARY

ROBERT M. APODACA
DIRECTOR

MEMORANDUM

TO: Local Governments

FROM: Robert Apodaca, Local Government Division, Director *Ruiz*
Sam Ojinaga, Local Government Division, Deputy Director

DATE: August 1, 2007

RE: Fair Market Value Rent Provision in Leases, Licenses to Use Personal Property Agreements or Operating Agreements between Local Governments and Nonprofit Organizations/Corporations or For Profit Corporations, for property, real or personal, involving state appropriations, to comply with New Mexico Constitution, Article IX Section 14

The Local Government Division (LGD) administers capital appropriations, general fund or severance tax bond fund, pursuant to Grant Agreements with a local government. These appropriations frequently result in the use of the real or personal property by a nonprofit or for profit organization/corporation. The disbursement of funds from such appropriations requires the approval by, most often, LGD of the lease, license and/or operating agreement between the local government and the nonprofit or for profit organization/corporation.

The rent provision in the lease, license and/or operating agreement is frequently inadequate because there is no provision for payment of rent by the nonprofit or for profit organization/corporation or there is the payment of \$1.00 per year rent. This raises the issue, is the organization/corporation providing the required "consideration" in return to the local government? The "consideration" requirement is meant to ensure compliance with the so-called anti-donation clause of the New Mexico Constitution, Article IX Section 14.

This Memorandum is for guidance purposes only and serves as a "model" for how to write the rent provision in order to satisfy the requirements of the anti-donation clause of the New Mexico Constitution, Article IX Section 14. The overarching, guiding principle is that the value of the consideration **must equal or exceed the monthly/annual fair market rental value**. Accordingly, LGD may require rent provisions in lease, license and/or operating agreements be revised to establish the estimated value of the consideration and a requirement that the organization/corporation report to the local government on a yearly basis the value of the services they provided.

It is not mandatory that the rent provision be written exactly as the Memorandum states, however, if different words are used, the legal principles of the local government receiving fair market value as rent, must be fulfilled to comply with the anti-donation clause of the New Mexico Constitution.

Lease, license and/or operating agreements that do not fit within any exception to the Anti-Donation Clause¹, at a minimum, shall state:

- (i) Fair Market Rent: that the rent be the fair market rental value of the real and/or personal property, established by appraisal or other acceptable means;
- (ii) Value of Consideration Being Provided by the Nonprofit or For-Profit Corporation/Organization: that the non profit or for-profit organization/corporation be required to pay the fair market rental value, or provide other adequate consideration to the local government and/or services to the public the value of which meets or exceeds the fair market rental value. (For example, the organization/corporation agrees to build with its own funds a building to be deeded to and owned by the local government or pay for repairs and maintenance of the premises or provide services to the community or pay for the provision of property insurance valued at _____ per year); and
- (iii) Documentation: as applicable, that the nonprofit or for-profit organization/corporation substantiates to the local government the value of the consideration or services it actually provides on a periodic basis, but not less frequently than annually.

The following sample rent provision addresses these points.

“During the term of and in consideration of this [Lease or License], [Lessee or Licensee] shall pay [Lessor or Licensor] \$ _____ per year, which is the fair market rental value of the leased premises. [Lessee or Licensee] may meet its rental obligations through (a) the provision of [insert general description of services] services to the community; (b) maintenance and repairs to the leased premises; (c) improvements to the leased premises, provided that all such improvements must be approved in advance by [Lessor or Licensor] and be completed to [Lessor’s or Licensor’s] reasonable satisfaction; and (d) the [Lessee’s or Licensee’s] out-of-pocket costs for property insurance of the building and grounds; and/or (e) cash.

[If the parties have agreed that (Lessee or Licensee) shall pay a portion of the rent in cash, they should include appropriate provisions concerning payment; e.g., due date, where rent should be delivered, etc.]

[Lessee or Licensee] shall, by June 30th of each year, submit to [Lessor or Licensor] a statement itemizing the value of the non-cash items that it wants to credit against its rental obligations, such statement to be in a format and contain such information as [Lessor or Licensor] may reasonably require. [Lessee or Licensee] shall

¹ The exceptions to the Anti-Donation Clause are beyond the scope of this memorandum.

exclude from the value of any non-cash item provided (i) the amount of any governmental subsidy it received for the item and (ii) with respect to services, the amount of payments it receives on behalf of service recipients to receive the service. [Lessor or Licensor] may, in its reasonable discretion, request such additional information and documentation as it deems necessary to evaluate [Lessee's or Licensee's] statement of values of non-cash items. [Lessor or Licensor] and [Lessee or Licensee] agree to resolve disputes concerning the value of non-cash items [insert dispute resolution mechanisms agreed to by the parties].

Should the value of non-cash items not equal or exceed [Lessee's or Licensee's] rental obligations for the previous year, [Lessee or Licensee] shall, within a reasonable time, make up the rental shortfall by paying [Lessor or Licensor] cash or through the provision of additional non-cash items. The parties agree to negotiate in good faith over the way(s) in which [Lessee or Licensee] shall make up the rental shortfall.

Should the value of such non-cash items exceed [Lessee's or Licensee's] rental obligations for the previous year, the amount of such excess shall be credited against [Lessee's or Licensee's] rental obligations in the current or future years (if applicable); provided, however, that [Lessor or Licensor] shall not, under any circumstances, be obligated to reimburse [Lessee or Licensee] for or otherwise be liable for the value of any non-cash items provided by [Lessee or Licensee] in excess of its annual rental obligations; it being further provided, that, without in any limiting the generality of the foregoing, in the event of termination of this lease, [Lessee or Licensee] shall forfeit any accrued but unapplied rental credit."

The following chart may also be used as guidance for the local government when they periodically report or document the consideration that the nonprofit is providing to the local government as its consideration for the lease or license of real or personal property:

<u>Service</u>	<u>Unit Value of Service per person</u>	<u>Average Units / Value Per Year</u>	<u>Total Average Annual Value</u>
Insert types of services provided	\$ ____ per adult, per day	____ # of adults per year served	Ave. annual value of: ____ Ave. annual value of: ____ Total Value: ____
Food	\$ ____ per meal	____ meals	Total meal value: \$ ____
[continue with other services]			

PROCUREMENT ISSUES

Please note that if services will be rendered for a local government by a non-profit or a for profit corporation/organization, as consideration for a lease, license or operating agreement, involving real or personal property owned by the local government, this fits within the definition of a "procurement" of services, pursuant to the New Mexico Procurement Code, Section 13-1-74 NMSA 1978. The local government is a "central purchasing office" and needs to comply with all of the provisions of the New Mexico Procurement Code, Sections 13-1-1 through 13-1-199 NMSA 1978 (either by IFB, RFP, small purchase or sole source procurement). Also, please note, all procurements of personal property, equipment and/or goods that are to be paid for using a state appropriation, shall be performed by the local government as the central purchasing office in accordance with the New Mexico Procurement Code – not by the nonprofit or for-profit corporation/organization.

If it is a County lease, license or operating agreement of equipment and property that is for the use of county buildings for the benefit of nonprofit organizations demonstrating a consistent history of service to sick and indigent persons in the county, which service could legally be expected to be provided by a governmental entity, at rates these organizations can be reasonably expected to pay while maintaining their full service commitment to their respective constituencies, then such contracts are authorized by Section 4-38-13.1 NMSA 1978, see below, if such contracts set forth the respective value of services being provided to county residents and the relative value of the use of property provided by the county. If, in this case, services will be rendered for a local government by a non-profit or a for profit corporation/organization, as consideration for a lease, license or operating agreement, then, as stated above, the local government is a central purchasing office and needs to comply with all of the provisions of the New Mexico Procurement Code, Sections 13-1-1 through 13-1-199 NMSA 1978 (either by IFB, RFP, small purchase or sole source procurement).

Section 4-38-13.1 NMSA 1978 County equipment and property; permitted uses. (2005)

A. Notwithstanding any other provision of law, the board of county commissioners of any county except a class A county may contract for the use of county equipment or property for the benefit of community ditch associations, mutual domestic water associations or other public entities providing services to significant groups of county residents, which services could legally be provided by a governmental entity. In granting this permission, the board shall specifically describe the equipment or property to be used and the entity on whose behalf it will be used.

B. A board of county commissioners may contract for the use of county buildings for the benefit of nonprofit organizations demonstrating a consistent history of service to sick and indigent persons in the county, which service could legally be expected to be provided by a governmental entity, at rates these organizations can be reasonably expected to pay while maintaining their full service commitment to their respective constituencies. Such contracts must set forth the respective value of services being

provided to county residents and the relative value of the use of property provided by the county.

AGENDA REPORT

CITY OF ALAMOGORDO CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 10, 2014

Report No: 22

Submitted By: Armando Ortega
Customer Service Manager

Approved For Agenda: 

Subject: Consider and act upon, Resolution No. 2014-18 amending the rates for solid waste collection.

Fiscal Impact: None
Amount Budgeted:
Fund:

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

Background: Per our contract with the municipal waste collector, the City is obligated to adjust fees annually. The CPI or Consumer Price Index and a fuel adjustment are considered in the increased Southwest Disposal (SWD) rate. Also, during the annual Landfill Board Meeting, the board voted to increase tipping fees for all users by 2%.

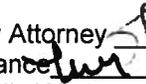
In the past, the City has adopted an ordinance each year to increase the fees. In February 2005, staff presented an ordinance change to allow the rates to be increased by resolution.

The proposed increased rates are as follows:

Solid Waste Collection Charges-Residence

Current*	Monthly		SWD	CC	Tipping/Admin
Residential	\$14.38	=	\$ 9.72	\$2.00	\$2.66
In-Ground	\$24.86	=	\$20.20	\$2.00	\$2.66
Proposed					
Residential	\$14.48	=	\$ 9.77	\$2.00	\$2.71
In-Ground	\$25.07	=	\$20.36	\$2.00	\$2.71
Increase					
Residential	\$ 0.10		\$ 0.05	\$0.00	\$0.05
In-Ground	\$ 0.21		\$ 0.16	\$0.00	\$0.05

Reviewed By:

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

Solid Waste Collection Charges- City Facilities

Current (Base) **

All Facilities \$9,487.75 (Includes tipping fees)

Proposed (Base)

All Facilities \$9,583.45 (Includes tipping fees)

Increase (Base)

All Facilities \$ 95.70 difference

* Effective May 1, 2014

Reviewed By:

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

RESOLUTION NO. 2014-18

WHEREAS, the City of Alamogordo provides residential solid waste collection services to the City's residents; and,

WHEREAS, the City provides the residential solid waste collection services through an agreement with an independent contractor; and,

WHEREAS, the rates for residential solid waste collection services have not increased since 2013; and

WHEREAS, the City has entered into a new agreement for the solid waste collection services; and,

WHEREAS, the new agreement requires that the rates for residential solid waste collection services be increased;

NOW, THEREFORE BE IT RESOLVED by the Alamogordo City Commission that the rates for residential solid waste collection and related services as specified in Attachment "A" be adopted and become effective May 1, 2014.

PASSED, APPROVED AND ADOPTED this 22nd day of April, 2014.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

SEAL

Susie Galea, Mayor

ATTEST:

Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

ATTACHMENT "A"

Resolution No. 2014-18

Residential Solid Waste Collection:

Curb or alley collection	\$ 9.7744 month
In-ground containers	\$20.3564 month
Overload or overflow fee	\$53.5323 per occurrence
Tipping/Admin fee	\$ 2.7100 month



SOUTHWEST DISPOSAL

Brian Caesar
Public Works Director
City of Alamogordo

October 28, 2013

Re: Request annual rate increase

Dear Mr. Caesar

We at Southwest Disposal would like to thank you and the City of Alamogordo for your business. Per the terms of our current waste collection contract, Southwest Disposal requests a 1.00% rate increase in the monthly unit rates effective January 1, 2014. This increase is based on the All-Items Consumer Price Index, All Urban Consumers, U.S. City Average as published by the U.S. Department of Labor, Bureau of Statistics as indicated on the attached schedule from October 1, 2012 through September 30, 2013. Further, Southwest Disposal requests a fuel rate adjustment in accordance with section 7.5.3 of the contract.

Changes to be as follows;

1. Residential service increase from \$9.7239 to \$9.7744 per unit. ✓
2. In-ground service increase from \$20.2007 to \$20.3564 per unit. ✓
3. Overload service increase from \$53.0467 to \$53.5323 per unit. ✓
4. City owned facilities increase from \$9,487.7531 to \$9,583.4472

Again we wish to thank the City for allowing Southwest Disposal to provide your service. If I can provide you with additional information or answer any questions you may have, please give us a call.

Sincerely,



Rex McCourt
District Manager

CPI change 10/1/12 to 9/30/13 calculation

Index for October 2012	231.4
Index for September 2013	<u>233.9</u>
Change	2.5

Calculation of CPI % $2.5/231.4 = 0.0108$
 Contract allows 93% of CPI $1.08 \times .93 = 1.004$

		1.00%	With CPI New rate	Final adjusted rate Fuel adjustment New rate
Residential rate	9.6753	0.0972	9.7725	9.7744 ✓
In-ground	20.1521	0.2024	20.3545	20.3564 ✓
Overload	52.9981	0.5323	53.5304	53.5323 ✓
Commercial	9487.753	95.2950	9583.0481	9583.4472 ✓

Average fuel price for initial adj	3.9569
Average fuel price 10/1/12 to 9/30/13	<u>3.9635</u>
Variance	0.0066

Resi contract gallons per contract 36480 $36480 \times .0066/10400 = .02315/12 = 0.001929$
 Resi contract homes per contract 10400

Commercial contract gallons per contract 1585
 Commercial contract accounts per contract 3500
 Total Cubic yards per month 1995.61

$1585 \times .0066/3500 = .002988857/12 = 0.0002 \times 1995.61 = 0.3991$

9-17-2013

U.S. Department Of Labor
Bureau of Labor Statistics
Washington, D.C. 20212

Consumer Price Index

All Urban Consumers - (CPI-U)

U.S. city average

All items

1982-84=100

Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Avg.	Percent Dec- Dec	change Avg- Avg
1913	9.8	9.8	9.8	9.8	9.7	9.8	9.9	9.9	10.0	10.0	10.1	10.0	9.9		
1914	10.0	9.9	9.9	9.8	9.9	9.9	10.0	10.2	10.2	10.1	10.2	10.1	10.0	1.0	1.0
1915	10.1	10.0	9.9	10.0	10.1	10.1	10.1	10.1	10.1	10.2	10.3	10.3	10.1	2.0	1.0
1916	10.4	10.4	10.5	10.6	10.7	10.8	10.8	10.9	11.1	11.3	11.5	11.6	10.9	12.6	7.9
1917	11.7	12.0	12.0	12.6	12.8	13.0	12.8	13.0	13.3	13.5	13.5	13.7	12.8	18.1	17.4
1918	14.0	14.1	14.0	14.2	14.5	14.7	15.1	15.4	15.7	16.0	16.3	16.5	15.1	20.4	18.0
1919	16.5	16.2	16.4	16.7	16.9	16.9	17.4	17.7	17.8	18.1	18.5	18.9	17.3	14.5	14.6
1920	19.3	19.5	19.7	20.3	20.6	20.9	20.8	20.3	20.0	19.9	19.8	19.4	20.0	2.6	15.6
1921	19.0	18.4	18.3	18.1	17.7	17.6	17.7	17.7	17.5	17.5	17.4	17.3	17.9	-10.8	-10.5
1922	16.9	16.9	16.7	16.7	16.7	16.7	16.8	16.6	16.6	16.7	16.8	16.9	16.8	-2.3	-6.1
1923	16.8	16.8	16.8	16.9	16.9	17.0	17.2	17.1	17.2	17.3	17.3	17.3	17.1	2.4	1.8
1924	17.3	17.2	17.1	17.0	17.0	17.0	17.1	17.0	17.1	17.2	17.2	17.3	17.1	0.0	0.0
1925	17.3	17.2	17.3	17.2	17.3	17.5	17.7	17.7	17.7	17.7	18.0	17.9	17.5	3.5	2.3
1926	17.9	17.9	17.8	17.9	17.8	17.7	17.5	17.4	17.5	17.6	17.7	17.7	17.7	-1.1	1.1
1927	17.5	17.4	17.3	17.3	17.4	17.6	17.3	17.2	17.3	17.4	17.3	17.3	17.4	-2.3	-1.7
1928	17.3	17.1	17.1	17.1	17.2	17.1	17.1	17.1	17.3	17.2	17.2	17.1	17.1	-1.2	-1.7
1929	17.1	17.1	17.0	16.9	17.0	17.1	17.3	17.3	17.3	17.3	17.3	17.2	17.1	0.6	0.0
1930	17.1	17.0	16.9	17.0	16.9	16.8	16.6	16.5	16.6	16.5	16.4	16.1	16.7	-6.4	-2.3
1931	15.9	15.7	15.6	15.5	15.3	15.1	15.1	15.1	15.0	14.9	14.7	14.6	15.2	-9.3	-9.0
1932	14.3	14.1	14.0	13.9	13.7	13.6	13.6	13.5	13.4	13.3	13.2	13.1	13.7	-10.3	-9.9
1933	12.9	12.7	12.6	12.6	12.6	12.7	13.1	13.2	13.2	13.2	13.2	13.2	13.0	0.8	-5.1
1934	13.2	13.3	13.3	13.3	13.3	13.4	13.4	13.4	13.6	13.5	13.5	13.4	13.4	1.5	3.1
1935	13.6	13.7	13.7	13.8	13.8	13.7	13.7	13.7	13.7	13.7	13.8	13.8	13.7	3.0	2.2
1936	13.8	13.8	13.7	13.7	13.7	13.8	13.9	14.0	14.0	14.0	14.0	14.0	13.9	1.4	1.5
1937	14.1	14.1	14.2	14.3	14.4	14.4	14.5	14.5	14.6	14.6	14.5	14.4	14.4	2.9	3.6
1938	14.2	14.1	14.1	14.2	14.1	14.1	14.1	14.1	14.1	14.0	14.0	14.0	14.1	-2.8	-2.1
1939	14.0	13.9	13.9	13.8	13.8	13.8	13.8	13.8	14.1	14.0	14.0	14.0	13.9	0.0	-1.4
1940	13.9	14.0	14.0	14.0	14.0	14.1	14.0	14.0	14.0	14.0	14.0	14.1	14.0	0.7	0.7
1941	14.1	14.1	14.2	14.3	14.4	14.7	14.7	14.9	15.1	15.3	15.4	15.5	14.7	9.9	5.0
1942	15.7	15.8	16.0	16.1	16.3	16.3	16.4	16.5	16.5	16.7	16.8	16.9	16.3	9.0	10.9
1943	16.9	16.9	17.2	17.4	17.5	17.5	17.4	17.3	17.4	17.4	17.4	17.4	17.3	3.0	6.1
1944	17.4	17.4	17.4	17.5	17.5	17.6	17.7	17.7	17.7	17.7	17.7	17.8	17.6	2.3	1.7
1945	17.8	17.8	17.8	17.8	17.9	18.1	18.1	18.1	18.1	18.1	18.1	18.2	18.0	2.2	2.3
1946	18.2	18.1	18.3	18.4	18.5	18.7	19.8	20.2	20.4	20.8	21.3	21.5	19.5	18.1	8.3
1947	21.5	21.5	21.9	21.9	21.9	22.0	22.2	22.5	23.0	23.0	23.1	23.4	22.3	8.8	14.4
1948	23.7	23.5	23.4	23.8	23.9	24.1	24.4	24.5	24.5	24.4	24.2	24.1	24.1	3.0	8.1
1949	24.0	23.8	23.8	23.9	23.8	23.9	23.7	23.8	23.9	23.7	23.8	23.6	23.8	-2.1	-1.2
1950	23.5	23.5	23.6	23.6	23.7	23.8	24.1	24.3	24.4	24.6	24.7	25.0	24.1	5.9	1.3
1951	25.4	25.7	25.8	25.8	25.9	25.9	25.9	25.9	26.1	26.2	26.4	26.5	26.0	6.0	7.9
1952	26.5	26.3	26.3	26.4	26.4	26.5	26.7	26.7	26.7	26.7	26.7	26.7	26.5	0.8	1.9
1953	26.6	26.5	26.6	26.6	26.7	26.8	26.8	26.9	26.9	27.0	26.9	26.9	26.7	0.7	0.8
1954	26.9	26.9	26.9	26.8	26.9	26.9	26.9	26.9	26.8	26.8	26.8	26.7	26.9	-0.7	0.7
1955	26.7	26.7	26.7	26.7	26.7	26.7	26.8	26.8	26.9	26.9	26.9	26.8	26.8	0.4	-0.4
1956	26.8	26.8	26.8	26.9	27.0	27.2	27.4	27.3	27.4	27.5	27.5	27.6	27.2	3.0	1.5
1957	27.6	27.7	27.8	27.9	28.0	28.1	28.3	28.3	28.3	28.3	28.4	28.4	28.1	2.9	3.3
1958	28.6	28.6	28.8	28.9	28.9	28.9	29.0	28.9	28.9	28.9	29.0	28.9	28.9	1.8	2.8
1959	29.0	28.9	28.9	29.0	29.0	29.1	29.2	29.2	29.3	29.4	29.4	29.4	29.1	1.7	0.7
1960	29.3	29.4	29.4	29.5	29.5	29.6	29.6	29.6	29.6	29.8	29.8	29.8	29.6	1.4	1.7
1961	29.8	29.8	29.8	29.8	29.8	29.8	30.0	29.9	30.0	30.0	30.0	30.0	29.9	0.7	1.0
1962	30.0	30.1	30.1	30.2	30.2	30.2	30.3	30.3	30.4	30.4	30.4	30.4	30.2	1.3	1.0
1963	30.4	30.4	30.5	30.5	30.5	30.6	30.7	30.7	30.7	30.8	30.8	30.9	30.6	1.6	1.3
1964	30.9	30.9	30.9	30.9	30.9	31.0	31.1	31.0	31.1	31.1	31.1	31.2	31.0	1.0	1.3
1965	31.2	31.2	31.3	31.4	31.4	31.6	31.6	31.6	31.6	31.7	31.7	31.8	31.5	1.9	1.6
1966	31.8	32.0	32.1	32.3	32.3	32.4	32.5	32.7	32.7	32.9	32.9	32.9	32.4	3.5	2.9
1967	32.9	32.9	33.0	33.1	33.2	33.3	33.4	33.5	33.6	33.7	33.8	33.9	33.4	3.0	3.1
1968	34.1	34.2	34.3	34.4	34.5	34.7	34.9	35.0	35.1	35.3	35.4	35.5	34.8	4.7	4.2
1969	35.6	35.8	36.1	36.3	36.4	36.6	36.8	37.0	37.1	37.3	37.5	37.7	36.7	6.2	5.5
1970	37.8	38.0	38.2	38.5	38.6	38.8	39.0	39.0	39.2	39.4	39.6	39.8	38.8	5.6	5.7
1971	39.8	39.9	40.0	40.1	40.3	40.6	40.7	40.8	40.8	40.9	40.9	41.1	40.5	3.3	4.4
1972	41.1	41.3	41.4	41.5	41.6	41.7	41.9	42.0	42.1	42.3	42.4	42.5	41.8	3.4	3.2
1973	42.6	42.9	43.3	43.6	43.9	44.2	44.3	45.1	45.2	45.6	45.9	46.2	44.4	8.7	6.2
1974	46.6	47.2	47.8	48.0	48.6	49.0	49.4	50.0	50.6	51.1	51.5	51.9	49.3	12.3	11.0
1975	52.1	52.5	52.7	52.9	53.2	53.6	54.2	54.3	54.6	54.9	55.3	55.5	53.8	6.9	9.1
1976	55.6	55.8	55.9	56.1	56.5	56.8	57.1	57.4	57.6	57.9	58.0	58.2	56.9	4.9	5.8
1977	58.5	59.1	59.5	60.0	60.3	60.7	61.0	61.2	61.4	61.6	61.9	62.1	60.6	6.7	6.5
1978	62.5	62.9	63.4	63.9	64.5	65.2	65.7	66.0	66.5	67.1	67.4	67.7	65.2	9.0	7.6
1979	68.3	69.1	69.8	70.6	71.5	72.3	73.1	73.8	74.6	75.2	75.9	76.7	72.6	13.3	11.3
1980	77.8	78.9	80.1	81.0	81.8	82.7	82.7	83.3	84.0	84.8	85.5	86.3	82.4	12.5	13.5

1981	87.0	87.9	88.5	89.1	89.8	90.6	91.6	92.3	93.2	93.4	93.7	94.0	90.9	8.9	10.3
1982	94.3	94.6	94.5	94.9	95.8	97.0	97.5	97.7	97.9	98.2	98.0	97.6	96.5	3.8	6.2
1983	97.8	97.9	97.9	98.6	99.2	99.5	99.9	100.2	100.7	101.0	101.2	101.3	99.6	3.8	3.2
1984	101.9	102.4	102.6	103.1	103.4	103.7	104.1	104.5	105.0	105.3	105.3	105.3	103.9	3.9	4.3
1985	105.5	106.0	106.4	106.9	107.3	107.6	107.8	108.0	108.3	108.7	109.0	109.3	107.6	3.8	3.6
1986	109.6	109.3	108.8	108.6	108.9	109.5	109.5	109.7	110.2	110.3	110.4	110.5	109.6	1.1	1.9
1987	111.2	111.6	112.1	112.7	113.1	113.5	113.8	114.4	115.0	115.3	115.4	115.4	113.6	4.4	3.6
1988	115.7	116.0	116.5	117.1	117.5	118.0	118.5	119.0	119.8	120.2	120.3	120.5	118.3	4.4	4.1
1989	121.1	121.6	122.3	123.1	123.8	124.1	124.4	124.6	125.0	125.6	125.9	126.1	124.0	4.6	4.8
1990	127.4	128.0	128.7	128.9	129.2	129.9	130.4	131.6	132.7	133.5	133.8	133.8	130.7	6.1	5.4
1991	134.6	134.8	135.0	135.2	135.6	136.0	136.2	136.6	137.2	137.4	137.8	137.9	136.2	3.1	4.2
1992	138.1	138.6	139.3	139.5	139.7	140.2	140.5	140.9	141.3	141.8	142.0	141.9	140.3	2.9	3.0
1993	142.6	143.1	143.6	144.0	144.2	144.4	144.4	144.8	145.1	145.7	145.8	145.8	144.5	2.7	3.0
1994	146.2	146.7	147.2	147.4	147.5	148.0	148.4	149.0	149.4	149.5	149.7	149.7	148.2	2.7	2.6
1995	150.3	150.9	151.4	151.9	152.2	152.5	152.5	152.9	153.2	153.7	153.6	153.5	152.4	2.5	2.8
1996	154.4	154.9	155.7	156.3	156.6	156.7	157.0	157.3	157.8	158.3	158.6	158.6	156.9	3.3	3.0
1997	159.1	159.6	160.0	160.2	160.1	160.3	160.5	160.8	161.2	161.6	161.5	161.3	160.5	1.7	2.3
1998	161.6	161.9	162.2	162.5	162.8	163.0	163.2	163.4	163.6	164.0	164.0	163.9	163.0	1.6	1.6
1999	164.3	164.5	165.0	166.2	166.2	166.2	166.7	167.1	167.9	168.2	168.3	168.3	166.6	2.7	2.2
2000	168.8	169.8	171.2	171.3	171.5	172.4	172.8	172.8	173.7	174.0	174.1	174.0	172.2	3.4	3.4
2001	175.1	175.8	176.2	176.9	177.7	178.0	177.5	177.5	178.3	177.7	177.4	176.7	177.1	1.6	2.8
2002	177.1	177.8	178.8	179.8	179.8	179.9	180.1	180.7	181.0	181.3	181.3	180.9	179.9	2.4	1.6
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3	184.0	1.9	2.3
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9	191.0	190.3	188.9	3.3	2.7
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3	3.4	3.4
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6	2.5	3.2
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	207.342	4.1	2.8
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303	0.1	3.8
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	214.537	2.7	-0.4
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056	1.5	1.6
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	224.939	3.0	3.2
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	229.594	1.7	2.1
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877							



U.S. Energy Information Administration
PETROLEUM & OTHER LIQUIDS

OVERVIEW **DATA** ANALYSIS & PROJECTIONS

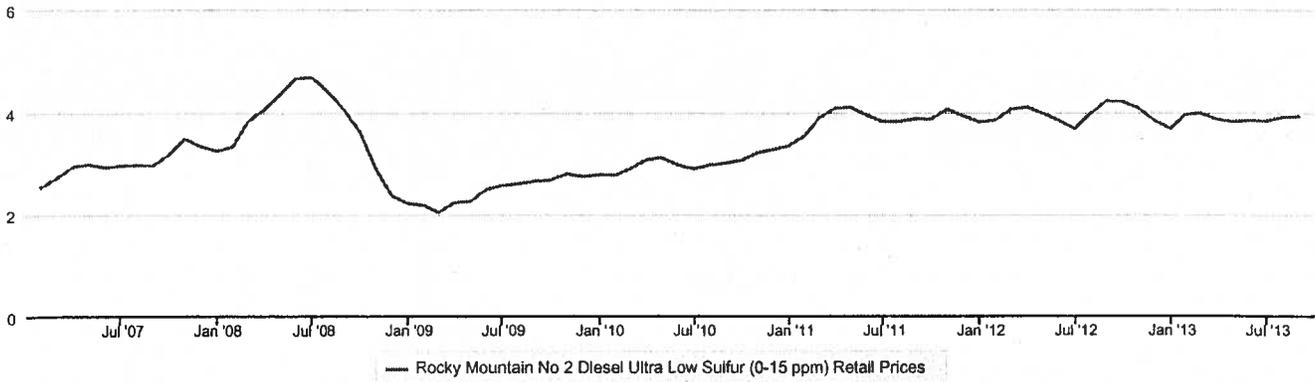
GLOSSARY FAQs

View History: Weekly Monthly Annual

Download Data (XLS File)

Rocky Mountain No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices

Dollars per Gallon



Source: U.S. Energy Information Administration

Chart Tools

no analysis applied

Rocky Mountain No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2007		2.544	2.742	2.962	2.998	2.941	2.978	2.986	2.979	3.189	3.497	3.353
2008	3.256	3.341	3.827	4.070	4.386	4.677	4.695	4.410	4.052	3.632	2.900	2.385
2009	2.236	2.196	2.057	2.251	2.277	2.510	2.590	2.620	2.674	2.692	2.817	2.763
2010	2.800	2.794	2.917	3.092	3.132	2.986	2.915	2.995	3.026	3.087	3.231	3.291
2011	3.365	3.559	3.904	4.094	4.113	3.962	3.841	3.837	3.888	3.885	4.077	3.950
2012	3.827	3.859	4.078	4.109	3.997	3.851	3.697	3.996	4.236	4.221	4.095	3.866
2013	3.691	3.974	3.991	3.872	3.834	3.854	3.848	3.927	3.936			

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Release Date: 10/21/2013
Next Release Date: 10/28/2013

Referring Pages:

- PADD 4 Gasoline and Diesel Retail Prices
- Retail Prices for Ultra Low Sulfur Diesel

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2012 **Report Date:** April 8, 2014

Report No: 23

Submitted By: Matt Mc Neile

Approved For Agenda: _____



Subject: The German Air Force Flying Training Center is requesting that the City of Alamogordo credit Account Number 3657 in the amount of \$4,603.32 to bring the account to a zero balance.

Fiscal Impact: (\$4,603.32)

Amount Budgeted: \$4,603.32

Fund: 20-0000-316-15-28

Recommendation: Provide Direction to Staff

Background: The German Air Force Flying Training Center is requesting that the City of Alamogordo credit Account Number 3657 in the amount of \$4,603.25 to bring the account to a zero balance. The balance of \$4,603.25 is the result of the difference in overtime incurred in the amount of \$10,777.61 by the Police Department for the 2013 German Air Force Oktoberfest that was held at the Griggs Sports Complex on September 13 and 14, 2013, and the amount paid by the German Air Force Flying Training Center (\$6,174.36). Please refer to the letter dated February 18, 2014 from the German Air Force Flying Training Center for a synopsis of why they are requesting a credit.

City of Alamogordo staff estimated that the event would cost approximately \$50,000 for beer, wine, ice, CO2, insurance, and overtime. The final invoice at the conclusion of the event was \$47,178.08. The City received a reimbursement in the amount of \$42,574.80. In addition, the City of Alamogordo received \$1 per ticket sold (\$4,544) and 15% of the profit of alcohol sales (\$6,012.90) for a total of \$10,556.90.

The Griggs Sports Complex Parking Lot incurred damage as a result of heavy equipment unloading shipping containers full of supplies for the event. The unloading of the shipping containers was conducted after normal working hours without the monitoring of the city staff. City staff did not discover the damage until the start of business the next morning. The heavy equipment caused rutting of the parking lot which required the removal of the uneven surface to provide a safe and level parking area. The German Air Force contends that the City of

Reviewed By:

City Attorney _____ City Clerk AC Assistant City Manager AM Community Services _____
Finance _____ Housing Authority _____ Planning _____ Police Chief _____ Fire Chief _____
Public Works _____ Purchasing _____ City Engineer _____ Human Resources _____

Alamogordo did not have adequate signage indicating weight restrictions for the asphalt surface and did not realize that the activity was causing damage. City staff estimates that the material costs to repair the parking lot is \$30,000 and the cost for the equipment and labor is \$10,000.

Reviewed By:

City Attorney _____ City Clerk _____ Assistant City Manager _____ Community Services _____
Finance _____ Housing Authority _____ Planning _____ Police Chief _____ Fire Chief _____
Public Works _____ Purchasing _____ City Engineer _____ Human Resources _____

German Air Force
Flying Training Center

Director Flying Training
Installations USA and
Vice Commander GAF FTC



950 First Street
Holloman AFB, NM 88330-8036
Phone: (575) 572-4500
DSN: 572-4500
Fax: (575) 572-2603
E-Mail:
FlgAusbZLwFlgAusbEinrUSA
Fuehrung@bundeswehr.org

18 February 2014

RECEIVED

FEB 21 2014

CITY CLERK

City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310-5838

Subject: Statement of Accounts dated 31 January 2014

Reference: Customer No. 3657

Dear Sir or Madam:

After many meetings and discussions, the City of Alamogordo and German Air Force Flying Training Center entered into an Agreement for the German Air Force Oktoberfest 2013 to be held at the Griggs Field Sports Complex on 13 and 14 September 2013.

Part of that agreement included that the City would receive \$1 per ticket, 15% of the profit of alcohol sales and overtime for DPS in the amount of \$6,000.

In an E-Mail dated 20 August 2013, Chief Duncan confirmed that "The 6,000.00 in overtime will be sufficient".

At various stages in preparation for and after the event, GAF FTC was asked to pay for individual items. Additionally, at some point we received itemized invoices. When the charges for Overtime for the Department of Public Safety were invoiced, we immediately objected to the amount in addition of \$6,000.00, however, in good faith, paid that invoice in full and reserved the right to adjust the final payment.

After receiving the final invoice (invoice # 30088) we clearly stated that the City of Alamogordo overcharged GAF FTC for the agreed-upon-amount of Overtime for the Department of Public Safety and reduced the payment for profit sharing (billed as \$6,012.90) for that amount (\$4,777.61) and paid the remaining balance of \$1,235.29.

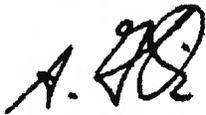
For CO²-Gas we were asked to pay an amount of \$987.49 and then invoiced \$813.40 resulting in an overpayment of \$174.09. For Ice we were asked to pay an amount of \$1,452.20 and then invoiced \$1,452.00 resulting in an overpayment of \$0.20. This results in showing an outstanding balance in the amount of \$4,603.32.

In a meeting on 23 January 2014 with City Attorney, Stephen Thies and Assistant City Manager, Matt McNeile I pointed out that the ticket price was calculated according to the financial agreement between the City of Alamogordo and GAF FTC. GAF FTC fulfilled all its financial obligations toward the City of Alamogordo, GAF FTC did not make any profit at this event.

GAF FTC neither has funds available nor is GAF FTC obligated to compensate for the overtime incurred in addition to the agreed-upon amount.

We, therefore, request that you adjust the amount charged for Overtime for DPS and essentially credit our account in the amount of \$4,603.32 to bring our account to a zero balance.

Sincerely,



Armin Havenith
Colonel

CC: City Manager
City Attorney
D. Murphy
M. McNeile
Commissioner
L. Nichols
S. Boyle
H. Reno

City of Alamogordo

1376 E. Ninth Street
Alamogordo, NM 88310
(505) 439-4288

GERMAN AIR FORCE
FLYING TRAINING CENTER
950 FIRST STREET
HOLLOMAN AFB, NM 88330

Invoice No: 30000
Date: 11/07/13

Customer Number: 3657/3657

Customer Type: OK

Quantity	Description	Unit Price	Extended Price
1.00	OKTOBERFEST PAULANER III HE-WEIZEN BEER QTY- 60	8,999.40	8,999.40
1.00	OKTOBERFEST PAULANER MUNCTIEN BEER QTY- 1	149.99	149.99
1.00	OKTOBERFEST PAULANER OKTOBERFEST BEER QTY- 117	17,548.83	17,548.83
1.00	OKTOBERFEST ANDRI SPUMANTI WINE QTY- 84	294.00	294.00
1.00	OKTOBERFEST BAREFOOT WHITE ZIN WINE QTY- 120	540.00	540.00
1.00	OKTOBERFEST BIUELDRIES WINE QTY- 360	2,264.40	2,264.40
1.00	OKTOBERFEST F ZIMMER PIESPORTER MICH WINE	1,725.84	1,725.84
TOTAL DUE:			

Customer No: 3657/3657
Customer Type: OK

Invoice No: 30000
Invoice Date: 11/07/13

Terms: NET 25 DAYS
Due Date:

Total Due:

This Box For Finance Office Use Only

Date

Receipt #:

7008 3230 0002 7211 9722

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total F		

Postmark Here

Sent To: German Air Force
Flying Training Center
Street or PO E: 950 First Street
City, St: Holloman AFB, NM 88330

11-8-13
11-7-13

Please Return This Stub With Your Payment

City of Alamogordo

1376 E. Ninth Street
Alamogordo, NM 88310
(505) 439-4288

GERMAN AIR FORCE
FLYING TRAINING CENTER
950 FIRST STREET
HOLLOMAN AFB, NM 88330

Invoice No: 30000
Date: 11/07/13

Customer Number: 3657/3657

Customer Type: OK

Quantity	Description	Unit Price	Extended Price
1.00	QTY- 216 OKTOBERFEST CARBON DIOXIDE 50# CYLINDERS	793.40	793.40
1.00	QTY- 20 OKTOBERFEST DELIVERY/PICKUP OF CO2 CYLINDERS	20.00	20.00
1.00	QTY- 1 OKTOBERFEST 1CT 20LB BAGS	1,452.00	1,452.00
1.00	QTY- 440 OKTOBERFEST ADDITIONAL INSURANCE TO DISPENSE	594.33	594.33
1.00	QTY- 1 OKTOBERFEST DEPT OF PUBLIC SAFETY	10,777.61	10,777.61
1.00	QTY- 1 OKTOBERFEST COMMUNITY SERVICE DEPT CIVIC CENTER	1,134.42	1,134.42
		TOTAL DUE:	

City of Alamogordo
Accounts Receivable Division
1376 E. Ninth Street
Alamogordo, NM 88310

Customer No: 3657/3657
Customer Type: OK

Invoice No: 30000
Invoice Date: 11/07/13

Terms: NET 25 DAYS
Due Date:

Total Due:

GERMAN AIR FORCE
FLYING TRAINING CENTER
950 FIRST STREET
HOLLOMAN AFB, NM 88330

This Box For Finance Office Use Only

Date
Receipt #:

Please Return This Stub With Your Payment

City of Alamogordo

1376 E. Ninth Street
Alamogordo, NM 88310
(505) 439-4288

GERMAN AIR FORCE
FLYING TRAINING CENTER
950 FIRST STREET
HOLLOMAN AFB, NM 88330

Invoice No: 30000
Date: 11/07/13

Customer Number: 3657/3657

Customer Type: OK

Quantity	Description	Unit Price	Extended Price
1.00	OK TOBI REFEST FACILITY MAINTENANCE	798.18	798.18
1.00	OK TOBI REFEST COMMUNITY SERVICES DEPT PARKS	85.68	85.68

TOTAL DUE: \$47,178.08

City of Alamogordo
Accounts Receivable Division
1376 E. Ninth Street
Alamogordo, NM 88310

Customer No: 3657/3657
Customer Type: OK

Invoice No: 30000
Invoice Date: 11/07/13

Terms: NET 25 DAYS
Due Date: 12/02/13

Total Due: \$47,178.08

This Box For Finance Office Use Only

Date

Receipt #:

GERMAN AIR FORCE
FLYING TRAINING CENTER
950 FIRST STREET
HOLLOMAN AFB, NM 88330

*****Please Return This Stub With Your Payment*****



Robert Duncan@KVLNBW
dienstliche Angaben zum Absender
ergänzen

versendet: 20.08.2013 10:42
empfangen: 20.08.2013 10:43

Bitte antworten an
rduncan
<rduncan@ci.alamogordo.nm.
us>

An FlgAusbZLwOktoberfest

Kopie

Blindkopie

Thema RE: Law Enforcement Personnel

Protokoll:  Diese Nachricht wurde weitergeleitet.

The 6,000.00 in overtime will be sufficient.

Take care sir!

Chief Robert A. Duncan
Alamogordo Police Department
700 Virginia Ave
Alamogordo, NM 88310
(575) 439-4300

----- Original message -----

From: FlgAusbZLwOktoberfest@bundeswehr.org
Date: 08/20/2013 9:19 AM (GMT-07:00)
To: rduncan@ci.alamogordo.nm.us
Cc: rcantin@ci.alamogordo.nm.us
Subject: Law Enforcement Personnel

Good Morning Chief Duncan!

I have a great feeling about the Progress of the Security Concept and I'm pretty sure we'll be busy at the event. The professional level of the whole Team will lead to a peaceful Oktoberfest.

Please confirm the estimated Costs for the Law Enforcement Team that I'm able to report that to my Colonel.

Thanks!

Sven Jesse
1st Lt GAF

----- Weitergeleitet von Sven Jesse/FlgAusbZLw/Luftwaffe/BMVg/DE am
20.08.2013 09:18 -----

Drinks. From our Point of view, that should be a “non-profit event” affordable for everyone, especially for the Alamogordo Families. Please keep that in mind and tell us, if the \$6000 estimate for overtime still stands.

Thank you for your awesome Engagement and see you at the Civic Center!

Sven Jesse
1st Lt GAF

ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Alamogordo (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and the Otero County Economic Development Council, Inc., (the "Consultant"), a New Mexico non-profit corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Economic Development Services, RFP No. 2013-06; and

WHEREAS, the Consultant submitted a proposal in response to said RFP; and

WHEREAS, The City and the Consultant negotiated certain terms regarding the services to be provided pursuant to RFP No. 2013-06, resulting in the scope of services, performance measures and compensation has hereinafter described; and

WHEREAS, the City wishes to engage the Consultant to provide the economic development services described herein.

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

1.1 Scope of Services. The City hereby engages the Consultant to provide the following economic development services:

- Serve as the first point of contact for economic development services;
- Assess local venues, businesses and developments to develop a cohesive marketing message for the Alamogordo Economic Development Strategic Plan;
- Assess the Consultant's current marketing materials, website and advertising outlets and their effectiveness in attracting businesses;
- Ensure that the City of Alamogordo is competitive locally and nationally in attracting prospective companies;
- Produce materials that market the City of Alamogordo including a website that caters to existing and prospective businesses and information packets for targeted industries;
- Conduct trend and market analyses; and
- Build mutually beneficial relationships with regional entities engaged in economic development.

1.2 Performance Measures, default by Consultant. Consultant shall substantially perform the following Performance Measures. In the event the Consultant fails to obtain the results described below, the City may provide written notice to the Consultant of the default and specify a reasonable period of time in which the Consultant shall advise the City of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent the City from exercising its right pursuant to Paragraph 2 below.

One: Economic Development Website. The Economic Development website will have, as a minimum, a graphically engaging design, relevant demographic information, a comprehensive list of awards and distinctions received by the City, identification of publicly-owned, shovel-ready sites, incentive packages and materials for targeted businesses, and opportunities and support services for existing businesses.

Performance measure:

- Active website, updated content and easy-to-find content.
- Number of weekly hits on the website.
- Maintain and review community profile with City.

Two: Support Services for Existing Businesses. The City wants to ensure existing businesses thrive and remain or expand in Alamogordo. The Consultant shall solicit continual feedback from existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Alamogordo.

Performance measure:

- Development of business community data
 - Retention rate for existing businesses
 - Existing employee headcount
 - Other data as requested by and coordinated with the City
- Focus group and anecdotal evidence related to existing business satisfaction with the City of Alamogordo
- Creation of an instrument resulting in a report containing anecdotal evidence related to existing businesses

Three: Prospective Company Recruitment. The Consultant shall take steps necessary to ensure that the City of Alamogordo competes at local, state, and national levels for prospective businesses. In addition, the Consultant shall actively promote the City of Alamogordo at the state and national levels, particularly to those types of companies identified in the Alamogordo Economic Development Plan.

Performance measure:

- Number of trade shows or similar events attended
- Number of home grown businesses locating in Alamogordo
- New businesses in Alamogordo
- Employee headcount attributed to new businesses
- Listing of contacts or potential businesses obtained through serving as the lead contact

Five: Marketing Materials Directed Toward Target Businesses. A number of businesses were identified in the Alamogordo Economic Development Strategic Plan. Information that sells the City of Alamogordo to these businesses should be included in all marketing materials. Materials shall be updated annually.

Performance measure:

- Business packets

- Additional promotional materials such as DVDs, etc.
- City approved "incentive booklet" containing highlights on why companies should locate in Alamogordo.

Six: Reports and Presentations to the City Commission. The Consultant shall provide a written report and prepare a brief presentation for the City Commission on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- Written report and presentation on a quarterly basis to City Commission
- Timely updates to City Commission on potential and ongoing projects as necessary

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of the Consultant. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects the Consultant to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development effort.

2. TERM; TERMINATION

2.1 This Agreement shall terminate on June 30, 2014, unless otherwise terminated as provided for herein. The City may extend the term of this contract by a preliminary written notice to the Consultant of its intent to extend at least 60 days before the contract expires for an additional one (1) year period. The preliminary notice does not commit the Consultant to an extension. If the City exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years if the Agreement is less than \$50,000, or exceed eight years if the Agreement exceeds \$50,000.00 or more per fiscal year, as set forth in Section 2-13-200 of the City Purchasing Ordinance.

2.2 Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Consultant such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Consultant shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Consultant may terminate this Agreement at any time with 60 days written notice to the City.

2.3 Upon any termination of this Agreement, the Consultant shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Consultant shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Consultant at the time of such termination, subject to all applicable federal and state law.

2.4 The Consultant shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Consultant's earned but unpaid costs as of the date of such termination.

2.5 Nothing herein shall be construed as relieving the Consultant from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Consultant, and the City may withhold any payments otherwise due to the Consultant as a set-off against all or part of such damages, until such time as the exact amount of damages due the City from the Consultant is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT. For services rendered hereunder, the City will pay Consultant ten percent (10%) of the Economic Development Gross Receipts Tax revenue received during the fiscal year, provided, however, at no time shall the total amount of the monies paid to the Consultant exceed \$70,000, which sum shall include all costs and expenses of any kind (including but not limited to the cost and expense of all labor, supervision, equipment, travel, transportation, tools, supplies, materials, subcontractors, suppliers, consumables, facilities, home office, overhead, direct costs and indirect costs). The Consultant shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice. Payment in subsequent fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

4. RELATIONSHIP OF PARTIES. The Consultant (and each agent, employee and Consultant employed or engaged by the Consultant to fulfill the Consultant's obligations hereunder) shall be an independent contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent Consultants, the Consultant and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE. The Consultant agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Consultant shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS. All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Consultant shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Consultant may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONSULTANTS. The Consultant shall be solely responsible for payment of wages, salary or benefits to any and all employees or Consultants retained by the Consultant in the performance of the Services. Consultant agrees to indemnify, defend and hold

harmless the City for any and all claims that may arise from the Consultant's relationships to its employees and subcontractors.

8. INSURANCE. The Consultant shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees. The Consultant shall provide to the City, a certificate of insurance or declarations page demonstrating compliance with the foregoing.

9. ASSIGNMENT AND DELEGATION. The Consultant shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Consultant's services. Nor shall the Consultant assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Consultant may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Consultant's right to payment hereunder shall bind the City to pay any person other than the Consultant for services provided hereunder.

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

11. APPROPRIATIONS. The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Consultant of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

12. CONFIDENTIALITY. Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City, provided, however, it is understood by the Consultant and the City that the City is a New Mexico municipal corporation and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978.

13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

13.1 In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures.

13.2 The Consultant hereby covenants, warrants and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the generality of the foregoing, the Consultant shall comply with all applicable legal or regulatory

provisions concerning conflicts of interest. The Consultant certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

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

14. RELEASE; INDEMNITY. By its receipt of final payment of all amounts due under this Agreement, the Consultant shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Consultant shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Consultant in performing (or omitting to perform) services hereunder.

15. FORCE MAJEURE. Neither the City nor the Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

16. LICENSES. The Consultant shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Consultant shall require and shall assure that all of the Consultant's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

17. MERGER; AMENDMENT. This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

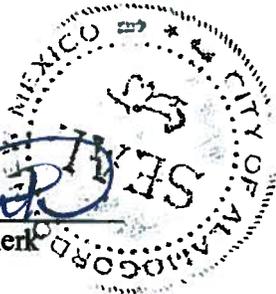
CITY OF ALAMOGORDO, NEW MEXICO

Date 11/27/13

By: *James R. Stahle*
James R. Stahle, City Manager

ATTEST:

Renee L. Cantin
Renee L. Cantin, City Clerk



OTERO COUNTY ECONOMIC
DEVELOPMENT COUNCIL, INC.

Date 11/26/13

By: *Michael Espiritu*
Michael Espiritu, President

APPROVED AS TO FORM:

Stephen P. Thies
Stephen P. Thies, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 4/22/14

Report Date: 4/9/14

Report No: 25

Submitted By: Brian Cesar *BC*
Public Works Director

Approved For Agenda: *[Signature]*

Subject: Consider, and act upon a request to fill the Electronics Technician Apprentice position, to be assigned to the Public Works Department

Fiscal Year Salary Budget: \$20,829
Fiscal Year Benefit Budget: \$17,335
Total FY Position Budget: \$38,164

Hiring Annual Salary Range: \$10.0140/\$20,829.12
Pay Grade/Annual Salary Range: S04/\$10.0140-16.0806

Fiscal Impact: No impact

Funding Source: 012-3303-419.20-02

Position Vacant Date: 4/14/14
Expected Hire Date: May 12, 2014

Recommendation: Approve request to fill the position of Electronics Technician Apprentice

Recruitment Justification: Incumbent employee has transferred to another City of Alamogordo position. The Apprentice is responsible for duties such as equipping emergency vehicles, radio communications and preventive maintenance on electronic devices. Staff is currently requesting permission to fill this position which is currently funded in FY14.

Include an updated job description and any other relevant attachments.

Reviewed By: **ATTACH CURRENT JOB DESCRIPTION**

City Attorney _____ City Clerk *RC* Community Development _____ Community Services _____
Finance _____ Housing Authority _____ Planning _____ Personnel *17* Public Safety _____
Public Works *BC* Purchasing _____ Assistant City Manager _____

**CITY OF ALAMOGORDO
POSITION DESCRIPTION**

ELECTRONICS TECHNICIAN APPRENTICE

Summary of Position

Install and assist with repairs on City's electronic equipment, including phone systems, two-way radios, traffic signals, and alarm systems.

Organizational Relationships

Reports to: Facility Maintenance Supervisor.

Directs: This is a non-supervisory position

Other: Has daily contact with co-workers, Department of Public Safety, City department head and employees, suppliers, and the general public.

Examples of Work

Essential Duties*

Install two-way radio equipment, light bars, sirens, light strips, radar systems, module boxes, and video equipment on City vehicles including: wiring, mounting antennas, and setting frequencies for radios.

Assist with traffic control signal maintenance and repairs.

Assist with maintenance and repairs of all types of electronic equipment.

Install computer cables for new City networks.

Install telephone lines for various extensions.

Install alarm systems and associated equipment.

Climb and installs electronic equipment on towers.

Maintain list of materials needed for installs.

Operate city vehicles.

Contributes to a high quality work culture through participation in training and mentoring to develop skills, including safety related training and skills.

Other Important Duties

Performs other related duties as assigned.

Will be required to be on 24 hour call for the City possibly before introductory period is completed on a schedule and/or as necessary for the department.

Required Knowledge, Skills, and Abilities

Knowledge of: understanding of basic electronics maintenance and repair.

Page 1 of 3

10/9/2012

*For the purpose of compliance with the Americans with Disabilities Act (ADA). This job description does not take into account potential reasonable accommodations.

Skill/Ability to: complete or obtain an Associate or technical trade school degree in Electronics; and or 4 years experience in Electronics. Understand and follow instructions from lead technician and supervisor; use hand and power tools, test equipment, and other job-related equipment safely; read and interpret instructions, technical information, and parts catalogs; tolerate outside working conditions, including exposure to adverse weather conditions; establish and maintain effective working relationships with co-workers, other city employees, and the general public; and maintain a valid New Mexico driver's license applicable to job responsibilities and a driving record acceptable to City Of Alamogordo. Must be able to climb and work on towers in excess of 250' and work out of bucket truck in excess of 45' off the ground.

Experience and Education

High school graduation or its equivalent. Experience in basic electronics preferred. Any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

Certificates and Licenses Required

Must obtain a New Mexico Driver's license within 45 days of employment and possess a good driving record acceptable to the City of Alamogordo.

Apprentice Expectations

End of:

Year 1

- Become familiar with installs of all City equipment and receive instruction on basic electronics as it relates to electronics field; and
- Become familiar with traffic signals; and
- Become certified by the International Municipal Signal Association (I.M.S.A) level 1 in traffic signals; and
- Become certified by IMSA in Work Zone Safety.

Year 2

- Obtain level 2 Traffic Signal certification from I.M.S.A..

On or Before Year 4

- Perfect skills in installation and troubleshooting all electronic systems.
- Work with Electricians and be able to perform work on basic electricity.
- Perform all aspects of Electronics Technician position as outlined in the current position description and or obtain an AA in Electronics.

Progress from an S4 wage range to an S6 wage range may occur at any time on or before Year 4 and upon successful completion of the above items. Movement from S4 to S6 is contingent upon the candidate meeting all of the above requirements for an Apprentice. Placement into the S6 wage range will be at entry level for the S6 or as otherwise determined by the Director.

Any variation to the requirements of the apprentice program may be authorized at the discretion of the Director.

Work Environment

Regularly works in outside weather conditions. Frequently works near moving mechanical parts and in high, precarious places. Position required to wear protective footwear, clearly marked by manufacturer, with a minimum standard of M/F I/75/C/75 per ASTM F2413-05 or ANSI Z-41 comparable standard.

History Summary

02-24-06 new position description. Electronics Technician Apprentice at pay group S4 with potential to advance to Electronics Technician at pay group S6.

07/21/2007 – Minor changes to put into current job description format. Included protective footwear requirement language.

November 2007 – removed EEOC category, FLSA and pay-group. Included crew leader language in Organizational Relationships.

September 2012 – Rewrite description, job summary, and timeline for position. Removed crew leader language from organizational relationships. Clarified apprentice program, the intent, and the details for progress from an S4 to S6 wage range.

Approval



Public Works Director

10/1/12

Date



Human Resource Manager

10/1/12

Date

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 4/22/14

Report Date: 4/9/14

Report No: 26

Submitted By: Brian Cesar *BC*
Public Works Director

Approved For Agenda: *[Signature]*

Subject: Consider, and act upon a request to fill the Heavy Equipment Operator-Landfill position, to be assigned to the Public Works Department

Fiscal Year Salary Budget: \$27,128

Fiscal Year Benefit Budget: \$22,212

Total FY Position Budget: \$49,340

Hiring Annual Salary Range: \$11.8884

Pay Grade/Annual Salary Range: S06/\$11.8884-\$19.1006

Fiscal Impact: No impact

Funding Source: 094-0903-434.20-02

Position Vacant Date: 4/8/14

Expected Hire Date: May 12, 2014

Recommendation: Approve request to fill the position of Heavy Equipment Operator-Landfill

Recruitment Justification: NMEDSWB Requires that all solid waste be compacted and covered on a daily basis. The Heavy Equipment Operator is responsible for this duty. The incumbent was released during probationary period. Staff is requesting permission to fill this position which is currently budgeted in FY14.

Include an updated job description and any other relevant attachments.

Reviewed By: **ATTACH CURRENT JOB DESCRIPTION**

City Attorney _____ City Clerk *BC* Community Development _____ Community Services _____
Finance _____ Housing Authority _____ Planning _____ Personnel *15* Public Safety _____
Public Works *BC* Purchasing _____ Assistant City Manager _____

**CITY OF ALAMOGORDO
POSITION DESCRIPTION**

HEAVY EQUIPMENT OPERATOR- LANDFILL

Summary of Position

Operates various equipment to compact and cover disposed waste at the city's landfill.

Organizational Relationships

Reports to: Landfill Supervisor.

Directs: This is a non-supervisory position.

Other: Has frequent contact with waste disposal companies and the general public.

Examples of Work

Essential Duties*

Operates a variety of equipment associated with landfill processing, including compactor, water wagon scraper, loader, bulldozer, etc.;

Compacts waste after disposal;

Excavates new fill sites and covers fill sites with dirt;

Loads and hauls dirt to various locations within the landfill site;

Sprays water on roads and covered sites to accomplish dust control;

Builds new roads and berms, and smoothes old roads within the landfill site;

Unloads and covers asbestos in accordance with guidelines;

Assists with surveying new fill cells;

Maintains and repairs perimeter fencing;

Perform periodic preventive maintenance on equipment and vehicles; and

Contribute to a high quality work culture through participation in training and mentoring to develop skills, including safety related training and skills.

Contributes to a high quality work culture through participation in training and mentoring to develop skills, including safety related training and skills.

Contributes to a high quality work culture through participation in training and mentoring to develop skills, including safety related training and skills.

Other Important Duties*

Performs such other related duties as may be assigned.

Required Knowledge, Skills, and Abilities

Knowledge of: asbestos disposal techniques; local, state, and federal solid waste procedures and policies; and solid waste maintenance techniques.

Skill/Ability to: understand and follow instructions; safely operate landfill vehicles and equipment; tolerate outside working conditions, including exposure to adverse weather conditions; establish and maintain effective working relationships with co-workers, waste disposal companies, and the general public; and maintain New Mexico driver's license applicable to job responsibilities and good driving record.

Experience and Education

High school graduation, or its equivalent, plus at least two years of experience in landfill or heavy equipment operations, or related field;

or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

Certificates and Licenses Required

A Valid New Mexico drivers license and a driving record acceptable to City of Alamogordo. Asbestos Abatement Contractor Certification or ability to obtain within 1 year of employment.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Most work will be performed outdoors during inclement weather. The noise level in the work environment is moderately noisy. Position required to wear protective footwear, clearly marked by manufacturer, with a minimum standard of M/F I/75/C/75, with laces, per ASTM F2413-05 or ANSI Z-41 comparable standard.

History Summary

03/2007 – Revised job description to reflect current format for job descriptions by including: working conditions, history summary, approval signatures, and standard language.

07/2007 - Minor changes to the job description to put into current format. Included work environment and protective footwear requirement language.

November 2007 – removed EEOC category, FLSA and paygroup.

July 2012 – removed requirement of CDL and added within 1 year for Asbestos abatement.

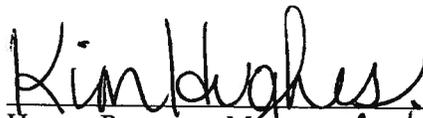
Approval



Director of Public Works

7/13/12

Date



Human Resources Manager
7.13.12 Acting

Date

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 7, 2014

Report No: 27

Submitted By: Robert Duncan
Police Chief

Approved For Agenda: 

Subject: Consider, and act upon a request to fill an open Police Officer position, to be assigned to the Alamogordo Police Department.

Fiscal Year Salary Budget: \$36,418

Fiscal Year Benefit Budget: \$25,334

Total FY Position Budget: \$61,752

Funding Source: General Fund (0114104)

Position Vacant Date: April 30, 2014

Expected Hire Date: June 2, 2014

Recommendation: Approve request to fill the open position of a Police Officer

Recruitment Justification: The Alamogordo Police Department is requesting to replace and hire a Police Officer. On April 30, 2014, one of our certified officers will retire. The police officer position is necessary for our department to maintain our staffing level and is a currently budgeted for FY14.

This position is responsible for the safety and good order of the community through enforcement of the constitution and laws of the United States of America, State of New Mexico, the ordinances of the City of Alamogordo, and established police regulations.

We are requesting to start the hiring process and hire a new Police Officer.

Reviewed By: **ATTACH CURRENT JOB DESCRIPTION**

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

CITY OF ALAMOGORDO
POSITION DESCRIPTION

POLICE OFFICER

Summary of Position

The Police Officer has general Police responsibility necessary for the safety and good order of the community through enforcement of the constitution and laws of the United States of America, State of New Mexico, the ordinances of the City of Alamogordo, and established police regulations.

Organizational Relationships

Reports to: Directly responsible to assigned Sergeant as outlined in the Alamogordo Police Department (APD) Rules and Regulations.

Directs: This is a non-supervisory position.

Other: Has frequent contact with school staff and students, judges, attorneys, various court staff personnel, department personnel, other city personnel, social workers, churches, hospitals, local community organizations, probation officers, other law enforcement agencies, and the general public.

Examples of Work

Essential Duties*

Responds to police emergency, non-emergency and routine calls; patrols City, arrests criminal suspects, issues citations, serves warrants, subpoenas, civil papers, and other legal documents promptly and accurately;

Patrols City with emphasis on traffic safety, assisting public (stranded motorists, providing directions, providing aid to those in danger of physical harm), answering complaints, safeguarding property, and enforcing laws and ordinances;

Identifies criminal offenders and criminal activity and, where appropriate, apprehend offenders and participate in subsequent court proceedings to testify and provide expert opinion; makes court appearances relating to traffic violations and citations;

Participates in daily meetings and briefings to disseminate information regarding current operational status; shares information and documents with other divisions within the department and with other law enforcement agencies;

Prepares law enforcement, and traffic, incident/crash reports; completes paperwork and necessary reports associated with offenses and arrests; enters data into the computer system

Possess a good knowledge of City geography, physical conditions, street names, numbers, locations, and other matters affecting response to a call for service;

Performs vehicle, personnel, and property identification checks;

Assists in planning and implementation of activities involving department training;

Investigates crimes including: securing crime scene, performing surveillance, preparing required documentation, collecting evidence and questioning witnesses and victims; investigating crashes and traffic complaints;

Provides security and escort during special events, funerals, parades, fairs, and wide loads;

Facilitate the movement of vehicular and pedestrian traffic and maintains current knowledge of traffic control devices and traffic related ordinances;

Conducts special enforcement programs, including directing DWI interdictions, implementing specific patrol techniques, and inspecting seat belt usages and regulation compliance; develops, implements, coordinates and educates community organizations and the general public regarding hazardous materials; and reviews various community relations programs through schools, the media, publications, and public appearances;

Conducts all levels of crime prevention, including identifying crime locations and type, and executing crime prevention tactics and programs;

Responds to, participates in, and trains for aircraft emergencies, personnel rescue and evacuation;

Conducts prisoner transport to courts and detention facilities;

Conducts preliminary first aid and CPR procedures prior to EMS arrival;

Conducts mediation for landlord/tenant, domestic relation, and customer/retailer disputes;

Maintains current knowledge and training on firearms, radars, breathalyzers, and law enforcement ordinances and procedures;

Maintains vehicles, weapons, equipment and the building, in a professional, functional, and presentable condition; performs minor department facility, vehicle, and equipment repairs;

Contributes to a high quality work culture through participation in training and mentoring to develop skills, including safety related training and skills;

Provides excellent customer service to ensure high operational and service standards are met and maintained for the Citizens of Alamogordo.

Other Important Duties*

Assists with community relations projects including the implementation of programs that increase public awareness of police operations and procedures;

Provides safety and security services and related functions at various public and private schools as outlined in APD Rules and Regulations;

Provides station duties including: receiving walk in calls and citizen inquiries; security of the records area; coordination of the Intoxilyzer Key Operators; coordinates with other departmental components and other agencies regarding court appearance and CYFD referrals;

Assists City ambulance contractor in lifting and moving patients and renders first aid to injured persons;

Responsible for Professional Standards outlined in the Canon of Ethics;

May participate on special assignments as designated by Alamogordo Police Chief;

May provide courtroom security; and

Performs such other related duties as may be assigned.

Required Knowledge, Skills, and Abilities

Knowledge of: criminal and civil law; departmental rules and regulations; investigation and crime prevention methods; identification records processes and procedures; and first aid and cardiopulmonary resuscitation procedures.

Skill/Ability to: safely use vehicles, firearms, and specialized equipment; operate a computer to prepare records and reports; apply criminal investigative techniques; operate intoxilyzer; control traffic and accident scenes; establish and maintain effective working relationships with other law enforcement agencies, city attorneys office, other departmental employees, community and school organizations, and the general public; demonstrate proficiency in both oral and written communication; maintain accurate records or reports; and maintain appropriate necessary certifications.

Experience and Education

Ability to obtain certification from the New Mexico Law Enforcement Academy within one year of employment; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

Certificates and Licenses Required

Basic Law Enforcement Officer Certification issued by the New Mexico Department of Public Safety Training and Recruiting Division.

Work Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Regular exposure to uncooperative, hostile, or violent persons. Exposure to injured or ill persons. May be required to use defensive tactics and weapons. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; run; use hands to handle, or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move more than 100 pounds when moving police equipment, stretchers and bodies, and various items at accident scenes. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. The noise level in the work environment is usually moderate.

History Summary

February 2008 – Removed EEOC, FLSA, Pay Group, and Class Number from heading for consistency with current position description format. Included *History Summary* and *Work Environment*. Simplified summary of position by using language established in the APD Rules and Regulations. Used established APD Rules and Regulations for consistency of language in *Examples of Work*. Included standard language for customer service and training.

11/21/2013

Page 3 of 4

* for the purpose of compliance with the Americans with Disabilities Act (ADA)

This job description does not take into account potential reasonable accommodations.

Clarified Fire Fighter I training requirement.

February 2013 – Updated job description by removing the fire fighting duties and related language.

October 2013 – removed references to Department of Public Safety and replaced with Alamogordo Police

Department. Changed title from Public Safety Officer to Police officer. Removed one reference to fire, that was missed during last review. Minor changes to essential and other important duties.

Approval

Police Chief

Human Resource Manager

Date

Date

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 7, 2014

Report No: 28

Submitted By: Robert Duncan
Police Chief

Approved For Agenda: _____



Subject: Consider, and act upon a request to fill an open Police Officer position, to be assigned to the Alamogordo Police Department.

Fiscal Year Salary Budget: \$36,418

Fiscal Year Benefit Budget: \$25,334

Total FY Position Budget: \$61,752

Funding Source: General Fund (0114104)

Position Vacant Date: May 31, 2014

Expected Hire Date: June 2, 2014

Recommendation: Approve request to fill the open position of a Police Officer

Recruitment Justification: The Alamogordo Police Department is requesting to replace and hire a Police Officer. On May 31, 2014, one of our certified officers will retire. The police officer position is necessary for our department to maintain our staffing level and is a currently budgeted for FY14.

This position is responsible for the safety and good order of the community through enforcement of the constitution and laws of the United States of America, State of New Mexico, the ordinances of the City of Alamogordo, and established police regulations.

We are requesting to start the hiring process and hire a new Police Officer.

Reviewed By: **ATTACH CURRENT JOB DESCRIPTION**

City Attorney _____ City Clerk PC Community Development _____ Community Services _____
Finance _____ Housing Authority _____ Planning _____ Personnel 17 Public Safety ML
Public Works _____ Purchasing _____ Assistant City Manager _____

CITY OF ALAMOGORDO
POSITION DESCRIPTION

POLICE OFFICER

Summary of Position

The Police Officer has general Police responsibility necessary for the safety and good order of the community through enforcement of the constitution and laws of the United States of America, State of New Mexico, the ordinances of the City of Alamogordo, and established police regulations.

Organizational Relationships

Reports to: Directly responsible to assigned Sergeant as outlined in the Alamogordo Police Department (APD) Rules and Regulations.

Directs: This is a non-supervisory position.

Other: Has frequent contact with school staff and students, judges, attorneys, various court staff personnel, department personnel, other city personnel, social workers, churches, hospitals, local community organizations, probation officers, other law enforcement agencies, and the general public.

Examples of Work

Essential Duties*

Responds to police emergency, non-emergency and routine calls; patrols City, arrests criminal suspects, issues citations, serves warrants, subpoenas, civil papers, and other legal documents promptly and accurately;

Patrols City with emphasis on traffic safety, assisting public (stranded motorists, providing directions, providing aid to those in danger of physical harm), answering complaints, safeguarding property, and enforcing laws and ordinances;

Identifies criminal offenders and criminal activity and, where appropriate, apprehend offenders and participate in subsequent court proceedings to testify and provide expert opinion; makes court appearances relating to traffic violations and citations;

Participates in daily meetings and briefings to disseminate information regarding current operational status; shares information and documents with other divisions within the department and with other law enforcement agencies;

Prepares law enforcement, and traffic, incident/crash reports; completes paperwork and necessary reports associated with offenses and arrests; enters data into the computer system

Possess a good knowledge of City geography, physical conditions, street names, numbers, locations, and other matters affecting response to a call for service;

Performs vehicle, personnel, and property identification checks;

Assists in planning and implementation of activities involving department training;

Investigates crimes including: securing crime scene, performing surveillance, preparing required documentation, collecting evidence and questioning witnesses and victims; investigating crashes and traffic complaints;

Provides security and escort during special events, funerals, parades, fairs, and wide loads;

Facilitate the movement of vehicular and pedestrian traffic and maintains current knowledge of traffic control devices and traffic related ordinances;

Conducts special enforcement programs, including directing DWI interdictions, implementing specific patrol techniques, and inspecting seat belt usages and regulation compliance; develops, implements, coordinates and educates community organizations and the general public regarding hazardous materials; and reviews various community relations programs through schools, the media, publications, and public appearances;

Conducts all levels of crime prevention, including identifying crime locations and type, and executing crime prevention tactics and programs;

Responds to, participates in, and trains for aircraft emergencies, personnel rescue and evacuation;

Conducts prisoner transport to courts and detention facilities;

Conducts preliminary first aid and CPR procedures prior to EMS arrival;

Conducts mediation for landlord/tenant, domestic relation, and customer/retailer disputes;

Maintains current knowledge and training on firearms, radars, breathalyzers, and law enforcement ordinances and procedures;

Maintains vehicles, weapons, equipment and the building, in a professional, functional, and presentable condition; performs minor department facility, vehicle, and equipment repairs;

Contributes to a high quality work culture through participation in training and mentoring to develop skills, including safety related training and skills;

Provides excellent customer service to ensure high operational and service standards are met and maintained for the Citizens of Alamogordo.

Other Important Duties*

Assists with community relations projects including the implementation of programs that increase public awareness of police operations and procedures;

Provides safety and security services and related functions at various public and private schools as outlined in APD Rules and Regulations;

Provides station duties including: receiving walk in calls and citizen inquiries; security of the records area; coordination of the Intoxilyzer Key Operators; coordinates with other departmental components and other agencies regarding court appearance and CYFD referrals;

Assists City ambulance contractor in lifting and moving patients and renders first aid to injured persons;

Responsible for Professional Standards outlined in the Canon of Ethics;

May participate on special assignments as designated by Alamogordo Police Chief;

May provide courtroom security; and

Performs such other related duties as may be assigned.

Required Knowledge, Skills, and Abilities

Knowledge of: criminal and civil law; departmental rules and regulations; investigation and crime prevention methods; identification records processes and procedures; and first aid and cardiopulmonary resuscitation procedures.

Skill/Ability to: safely use vehicles, firearms, and specialized equipment; operate a computer to prepare records and reports; apply criminal investigative techniques; operate intoxilyzer; control traffic and accident scenes; establish and maintain effective working relationships with other law enforcement agencies, city attorneys office, other departmental employees, community and school organizations, and the general public; demonstrate proficiency in both oral and written communication; maintain accurate records or reports; and maintain appropriate necessary certifications.

Experience and Education

Ability to obtain certification from the New Mexico Law Enforcement Academy within one year of employment; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

Certificates and Licenses Required

Basic Law Enforcement Officer Certification issued by the New Mexico Department of Public Safety Training and Recruiting Division.

Work Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Regular exposure to uncooperative, hostile, or violent persons. Exposure to injured or ill persons. May be required to use defensive tactics and weapons. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; run; use hands to handle, or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move more than 100 pounds when moving police equipment, stretchers and bodies, and various items at accident scenes. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. The noise level in the work environment is usually moderate.

History Summary

February 2008 – Removed EEOC, FLSA, Pay Group, and Class Number from heading for consistency with current position description format. Included *History Summary* and *Work Environment*. Simplified summary of position by using language established in the APD Rules and Regulations. Used established APD Rules and Regulations for consistency of language in *Examples of Work*. Included standard language for customer service and training.

11/21/2013

Page 3 of 4

* for the purpose of compliance with the Americans with Disabilities Act (ADA)
This job description does not take into account potential reasonable accommodations.

Clarified Fire Fighter I training requirement.

February 2013 – Updated job description by removing the fire fighting duties and related language.

October 2013 – removed references to Department of Public Safety and replaced with Alamogordo Police

Department. Changed title from Public Safety Officer to Police officer. Removed one reference to fire, that was missed during last review. Minor changes to essential and other important duties.

Approval

Police Chief

Human Resource Manager

Date

Date

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: April 22, 2014

Report Date: April 7, 2014

Report No: 29

Submitted By: Robert Duncan
Police Chief

Approved For Agenda: _____



Subject: Consider, and act upon a request to fill an open Police Officer position, to be assigned to the Alamogordo Police Department.

Fiscal Year Salary Budget: \$36,418

Fiscal Year Benefit Budget: \$25,334

Total FY Position Budget: \$61,752

Funding Source: General Fund (0114104)

Position Vacant Date: April 2, 2014

Expected Hire Date: June 2, 2014

Recommendation: Approve request to fill the open position of a Police Officer

Recruitment Justification: The Alamogordo Police Department is requesting to replace and hire a Police Officer. On April 2, 2014, one of our certified officers resigned. The police officer position is necessary for our department to maintain our staffing level and is a currently budgeted for FY14.

This position is responsible for the safety and good order of the community through enforcement of the constitution and laws of the United States of America, State of New Mexico, the ordinances of the City of Alamogordo, and established police regulations.

We are requesting to start the hiring process and hire a new Police Officer.

Reviewed By: **ATTACH CURRENT JOB DESCRIPTION**

City Attorney _____ City Clerk RC Community Development _____ Community Services _____
Finance _____ Housing Authority _____ Planning _____ Personnel 17 Public Safety 712
Public Works _____ Purchasing _____ Assistant City Manager _____

CITY OF ALAMOGORDO
POSITION DESCRIPTION

POLICE OFFICER

Summary of Position

The Police Officer has general Police responsibility necessary for the safety and good order of the community through enforcement of the constitution and laws of the United States of America, State of New Mexico, the ordinances of the City of Alamogordo, and established police regulations.

Organizational Relationships

Reports to: Directly responsible to assigned Sergeant as outlined in the Alamogordo Police Department (APD) Rules and Regulations.

Directs: This is a non-supervisory position.

Other: Has frequent contact with school staff and students, judges, attorneys, various court staff personnel, department personnel, other city personnel, social workers, churches, hospitals, local community organizations, probation officers, other law enforcement agencies, and the general public.

Examples of Work

Essential Duties*

Responds to police emergency, non-emergency and routine calls; patrols City, arrests criminal suspects, issues citations, serves warrants, subpoenas, civil papers, and other legal documents promptly and accurately;

Patrols City with emphasis on traffic safety, assisting public (stranded motorists, providing directions, providing aid to those in danger of physical harm), answering complaints, safeguarding property, and enforcing laws and ordinances;

Identifies criminal offenders and criminal activity and, where appropriate, apprehend offenders and participate in subsequent court proceedings to testify and provide expert opinion; makes court appearances relating to traffic violations and citations;

Participates in daily meetings and briefings to disseminate information regarding current operational status; shares information and documents with other divisions within the department and with other law enforcement agencies;

Prepares law enforcement, and traffic, incident/crash reports; completes paperwork and necessary reports associated with offenses and arrests; enters data into the computer system

Possess a good knowledge of City geography, physical conditions, street names, numbers, locations, and other matters affecting response to a call for service;

Performs vehicle, personnel, and property identification checks;

Assists in planning and implementation of activities involving department training;

Investigates crimes including: securing crime scene, performing surveillance, preparing required documentation, collecting evidence and questioning witnesses and victims; investigating crashes and traffic complaints;

Provides security and escort during special events, funerals, parades, fairs, and wide loads;

Facilitate the movement of vehicular and pedestrian traffic and maintains current knowledge of traffic control devices and traffic related ordinances;

Conducts special enforcement programs, including directing DWI interdictions, implementing specific patrol techniques, and inspecting seat belt usages and regulation compliance; develops, implements, coordinates and educates community organizations and the general public regarding hazardous materials; and reviews various community relations programs through schools, the media, publications, and public appearances;

Conducts all levels of crime prevention, including identifying crime locations and type, and executing crime prevention tactics and programs;

Responds to, participates in, and trains for aircraft emergencies, personnel rescue and evacuation;

Conducts prisoner transport to courts and detention facilities;

Conducts preliminary first aid and CPR procedures prior to EMS arrival;

Conducts mediation for landlord/tenant, domestic relation, and customer/retailer disputes;

Maintains current knowledge and training on firearms, radars, breathalyzers, and law enforcement ordinances and procedures;

Maintains vehicles, weapons, equipment and the building, in a professional, functional, and presentable condition; performs minor department facility, vehicle, and equipment repairs;

Contributes to a high quality work culture through participation in training and mentoring to develop skills, including safety related training and skills;

Provides excellent customer service to ensure high operational and service standards are met and maintained for the Citizens of Alamogordo.

Other Important Duties*

Assists with community relations projects including the implementation of programs that increase public awareness of police operations and procedures;

Provides safety and security services and related functions at various public and private schools as outlined in APD Rules and Regulations;

Provides station duties including: receiving walk in calls and citizen inquiries; security of the records area; coordination of the Intoxilyzer Key Operators; coordinates with other departmental components and other agencies regarding court appearance and CYFD referrals;

Assists City ambulance contractor in lifting and moving patients and renders first aid to injured persons;

Responsible for Professional Standards outlined in the Canon of Ethics;

May participate on special assignments as designated by Alamogordo Police Chief;

May provide courtroom security; and

Performs such other related duties as may be assigned.

Required Knowledge, Skills, and Abilities

Knowledge of: criminal and civil law; departmental rules and regulations; investigation and crime prevention methods; identification records processes and procedures; and first aid and cardiopulmonary resuscitation procedures.

Skill/Ability to: safely use vehicles, firearms, and specialized equipment; operate a computer to prepare records and reports; apply criminal investigative techniques; operate intoxilyzer; control traffic and accident scenes; establish and maintain effective working relationships with other law enforcement agencies, city attorneys office, other departmental employees, community and school organizations, and the general public; demonstrate proficiency in both oral and written communication; maintain accurate records or reports; and maintain appropriate necessary certifications.

Experience and Education

Ability to obtain certification from the New Mexico Law Enforcement Academy within one year of employment; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

Certificates and Licenses Required

Basic Law Enforcement Officer Certification issued by the New Mexico Department of Public Safety Training and Recruiting Division.

Work Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Regular exposure to uncooperative, hostile, or violent persons. Exposure to injured or ill persons. May be required to use defensive tactics and weapons. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; run; use hands to handle, or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move more than 100 pounds when moving police equipment, stretchers and bodies, and various items at accident scenes. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. The noise level in the work environment is usually moderate.

History Summary

February 2008 – Removed EEOC, FLSA, Pay Group, and Class Number from heading for consistency with current position description format. Included *History Summary* and *Work Environment*. Simplified summary of position by using language established in the APD Rules and Regulations. Used established APD Rules and Regulations for consistency of language in *Examples of Work*. Included standard language for customer service and training.

11/21/2013

Page 3 of 4

* for the purpose of compliance with the Americans with Disabilities Act (ADA)

This job description does not take into account potential reasonable accommodations.

Clarified Fire Fighter I training requirement.

February 2013 – Updated job description by removing the fire fighting duties and related language.

October 2013 – removed references to Department of Public Safety and replaced with Alamogordo Police Department. Changed title from Public Safety Officer to Police officer. Removed one reference to fire, that was missed during last review. Minor changes to essential and other important duties.

Approval

Police Chief

Human Resource Manager

Date

Date

CITY OF ALAMOGORDO
POSITION DESCRIPTION

POLICE OFFICER

Summary of Position

The Police Officer has general Police responsibility necessary for the safety and good order of the community through enforcement of the constitution and laws of the United States of America, State of New Mexico, the ordinances of the City of Alamogordo, and established police regulations.

Organizational Relationships

Reports to: Directly responsible to assigned Sergeant as outlined in the Alamogordo Police Department (APD) Rules and Regulations.

Directs: This is a non-supervisory position.

Other: Has frequent contact with school staff and students, judges, attorneys, various court staff personnel, department personnel, other city personnel, social workers, churches, hospitals, local community organizations, probation officers, other law enforcement agencies, and the general public.

Examples of Work

Essential Duties*

Responds to police emergency, non-emergency and routine calls; patrols City, arrests criminal suspects, issues citations, serves warrants, subpoenas, civil papers, and other legal documents promptly and accurately;

Patrols City with emphasis on traffic safety, assisting public (stranded motorists, providing directions, providing aid to those in danger of physical harm), answering complaints, safeguarding property, and enforcing laws and ordinances;

Identifies criminal offenders and criminal activity and, where appropriate, apprehend offenders and participate in subsequent court proceedings to testify and provide expert opinion; makes court appearances relating to traffic violations and citations;

Participates in daily meetings and briefings to disseminate information regarding current operational status; shares information and documents with other divisions within the department and with other law enforcement agencies;

Prepares law enforcement, and traffic, incident/crash reports; completes paperwork and necessary reports associated with offenses and arrests; enters data into the computer system

Possess a good knowledge of City geography, physical conditions, street names, numbers, locations, and other matters affecting response to a call for service;

Performs vehicle, personnel, and property identification checks;

Assists in planning and implementation of activities involving department training;

Investigates crimes including: securing crime scene, performing surveillance, preparing required documentation, collecting evidence and questioning witnesses and victims; investigating crashes and traffic complaints;

Provides security and escort during special events, funerals, parades, fairs, and wide loads;

Facilitate the movement of vehicular and pedestrian traffic and maintains current knowledge of traffic control devices and traffic related ordinances;

Conducts special enforcement programs, including directing DWI interdictions, implementing specific patrol techniques, and inspecting seat belt usages and regulation compliance; develops, implements, coordinates and educates community organizations and the general public regarding hazardous materials; and reviews various community relations programs through schools, the media, publications, and public appearances;

Conducts all levels of crime prevention, including identifying crime locations and type, and executing crime prevention tactics and programs;

Responds to, participates in, and trains for aircraft emergencies, personnel rescue and evacuation;

Conducts prisoner transport to courts and detention facilities;

Conducts preliminary first aid and CPR procedures prior to EMS arrival;

Conducts mediation for landlord/tenant, domestic relation, and customer/retailer disputes;

Maintains current knowledge and training on firearms, radars, breathalyzers, and law enforcement ordinances and procedures;

Maintains vehicles, weapons, equipment and the building, in a professional, functional, and presentable condition; performs minor department facility, vehicle, and equipment repairs;

Contributes to a high quality work culture through participation in training and mentoring to develop skills, including safety related training and skills;

Provides excellent customer service to ensure high operational and service standards are met and maintained for the Citizens of Alamogordo.

Other Important Duties*

Assists with community relations projects including the implementation of programs that increase public awareness of police operations and procedures;

Provides safety and security services and related functions at various public and private schools as outlined in APD Rules and Regulations;

Provides station duties including: receiving walk in calls and citizen inquiries; security of the records area; coordination of the Intoxilyzer Key Operators; coordinates with other departmental components and other agencies regarding court appearance and CYFD referrals;

Assists City ambulance contractor in lifting and moving patients and renders first aid to injured persons;

Responsible for Professional Standards outlined in the Canon of Ethics;

May participate on special assignments as designated by Alamogordo Police Chief;

May provide courtroom security; and

Performs such other related duties as may be assigned.

Required Knowledge, Skills, and Abilities

Knowledge of: criminal and civil law; departmental rules and regulations; investigation and crime prevention methods; identification records processes and procedures; and first aid and cardiopulmonary resuscitation procedures.

Skill/Ability to: safely use vehicles, firearms, and specialized equipment; operate a computer to prepare records and reports; apply criminal investigative techniques; operate intoxilyzer; control traffic and accident scenes; establish and maintain effective working relationships with other law enforcement agencies, city attorneys office, other departmental employees, community and school organizations, and the general public; demonstrate proficiency in both oral and written communication; maintain accurate records or reports; and maintain appropriate necessary certifications.

Experience and Education

Ability to obtain certification from the New Mexico Law Enforcement Academy within one year of employment; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

Certificates and Licenses Required

Basic Law Enforcement Officer Certification issued by the New Mexico Department of Public Safety Training and Recruiting Division.

Work Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Regular exposure to uncooperative, hostile, or violent persons. Exposure to injured or ill persons. May be required to use defensive tactics and weapons. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; run; use hands to handle, or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move more than 100 pounds when moving police equipment, stretchers and bodies, and various items at accident scenes. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. The noise level in the work environment is usually moderate.

History Summary

February 2008 – Removed EEOC, FLSA, Pay Group, and Class Number from heading for consistency with current position description format. Included *History Summary* and *Work Environment*. Simplified summary of position by using language established in the APD Rules and Regulations. Used established APD Rules and Regulations for consistency of language in *Examples of Work*. Included standard language for customer service and training.

11/21/2013

Page 3 of 4

* for the purpose of compliance with the Americans with Disabilities Act (ADA)

This job description does not take into account potential reasonable accommodations.

Clarified Fire Fighter I training requirement.

February 2013 – Updated job description by removing the fire fighting duties and related language.

October 2013 – removed references to Department of Public Safety and replaced with Alamogordo Police Department. Changed title from Public Safety Officer to Police officer. Removed one reference to fire, that was missed during last review. Minor changes to essential and other important duties.

Approval

Police Chief

Human Resource Manager

Date

Date

CITY OF ALAMOGORDO
POSITION DESCRIPTION

SERGEANT

Summary of Position

Responsible for supervising, directing, planning, and coordinating all functions of Uniformed Patrol Division on their assigned shift through enforcement of the Constitution of the United States of America, State of New Mexico and the Ordinances of the City of Alamogordo.

Organization Relationships

1. **Reports to:** Lieutenant.
2. **Directs:** Uniformed Patrol Division on their assigned shift. May be assigned responsibility for the supervision and direction of the Narcotics Agents.
3. **Other:** Has frequent contact with other city employees, other law enforcement agencies, probation/parole officers, detention officers, community groups, judges, attorney's, criminals and the general public.

Examples of Work

Essential Duties*

Responsible for assigning and reviewing work, scheduling, training, and completing performance evaluations;

Provides law enforcement training for Public Safety employees, manages the hiring process for PSO's, maintains internal investigation records and media relations;

Responsible for administration, good order, conduct and discipline of subordinates;

Conducts formalized training for PSO's, other DPS employees and makes sure training records are complete and up to date; maintains training files and enters information into the computer system;

Maintains the internal affairs files and investigates citizen complaints;

Conducts recruiting activities for Public Safety Officers and conducts the physical fitness testing for PSO candidates;

Completes background investigations on potential employees;

Maintains current knowledge of applicable laws and statutes, pending legislation and conducts research on new issues and their impact;

May prepare grant applications;

Performs public relations activities to include public speaking engagements, coordinate programs that increase public awareness of police operations and procedures and prevent or control juvenile delinquency;

Coordinates with other organizational components within the Department, other City departments, other agencies, and other civic organizations or groups;

Establishes procedures to assure the highest standards of risk management, employee safety, and risk avoidance;

Responsible for thoroughly investigating, reviewing, and addressing department or division accidents to prevent future occurrences and control risk management related costs;

Provide excellent customer service to ensure conformance from other department staff of the same commitment in order to ensure high operational and service standards are met and maintained for the Citizens of Alamogordo; and

Contribute to a high quality work culture through participation in training and mentoring to develop skills, including safety related training and skills.

Other Important Duties*

May perform duties as a Public Safety Officer or Firefighter, when necessary;

May be responsible for narcotics evidence management; managing property seized and stored under asset seizure laws and related paperwork;

Performs such other related duties as may be assigned.

Required Knowledge, Skills and Abilities

Knowledge of: training management, personnel policies and procedures; municipal police administration and organization, maintenance of confidential files, principles of law enforcement, knowledge of department rules and regulations; state, federal and local laws; city ordinances; general knowledge of police tactics and Firefighting techniques.

Skill/Ability to: supervise, train and motivate employees; ability to interpret laws and policies, maintain a high level of confidentiality, demonstrate proficiency in both oral and written communication; prepare concise and accurate reports; operate a computer, maintain appropriate certifications, NM drivers license applicable to job responsibilities and good driving record.

Experience and Education

High School graduation or its equivalent, plus at least five years experience in law enforcement;

or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

Certificates and Licenses Required

First Line supervisor level certification issued by the NM Department of Public Safety Training Center within one year of hiring, Fire Officer Level II certification issued by the NM Fire Fighting Training Academy; and applicable New Mexico driver's license with a driving record acceptable to City of Alamogordo.

Work Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is

occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. The noise level in the work environment is usually moderate.

History Summary

March 2008 - Removed EEOC category, FLSA and pay-group. Put job description into current format by including Work Environment, Approval signature blocks, and History Summary. Included standard customer service, training, and risk management responsibilities. Updated language to incorporate DPS Rules & Regulations.

Approval

Public Safety Director

Personnel & Safety Manager

Date

Date

CITY OF ALAMOGORDO
POSITION DESCRIPTION

POLICE LIEUTENANT

Summary of Position

Performs a variety of routine and complex public safety work in the administration of the police department. Supervises police patrol, investigation, traffic regulation, and related law enforcement activities.

Organizational Relationships

Reports to: Works under the general supervision of the Police Captain

Directs: Exercises general supervision over police sergeants and subordinate officers and support staff.

Other: Has frequent contact with other city employees, other law enforcement and juvenile detention/probation agencies, community groups, judges, attorneys, criminals, and the general public.

Examples of Work

Essential Duties*

Supervises police sergeant, police officers and support staff in their assigned duties.

Oversees and may personally participate in investigating criminal law violations occurring within the jurisdiction of the department, obtaining evidences and compiling information regarding these crimes, preparing cases for filing of charges, testifying in court, and related activities.

Supervises the scheduling and coordination of shift changes.

Reviews a variety of police related reports prepared by subordinate officers or others.

Evaluates officers' arrests based on circumstances and evidence to determine whether subject will be detained or placed in jail.

Makes day-to-day police assignments as required by the needs of the service.

Makes plans about individual tactical matters such as equipment to be used for particular operations or the detailed plans needed for an investigation. Develops new approaches to investigate problems.

Determines how to deploy personnel during emergency responses.

Maintains contact with police supervisory personnel to coordinate investigation activities, provide mutual assistance during emergency situations and provide general information about Department activities.

Maintains contact with general public, court officials, and other City officials in the performance of police activities.

Conducts periodic performance evaluations and planning sessions for assigned personnel. Counsels assigned personnel on job performance and disciplinary matters.

Maintains normal availability by radio or telephone for consultation on major emergencies or precedent.

Carries out duties in conformance with Federal, State, County, and City laws and ordinances;

Oversees and assists, as needed, in the patrol of City streets, parks, commercial and residential areas to preserve the peace and enforce the law, control vehicular traffic prevent or detect and investigate misconduct involving misdemeanors, felonies and other law violations' and to otherwise serve and protect.

Oversees and assists, as needed in the response to emergency radio calls and investigates accidents, robberies, civil disturbances, domestic disputes, fights, drunkenness, missing children, prowlers, abuse of drugs, etc. Takes appropriate law enforcement action.

Prepares a variety of reports and records.

Reviews, evaluates and develops programs, policies and procedures for various departmental operations.

Assists in the preparation and administration of the department budget.

Interrogates suspects, witnesses and drivers; preserves evidence; arrests violators; investigates and renders assistance at scene of vehicular accidents; summons ambulances and other law enforcement vehicles; takes measurements and draws diagrams of scene; conducts follow-up investigations of crimes committed during assigned shift; seeks out and questions victim, witnesses and suspects; develops leads and tips; searches scene of crimes for clues; analyzes and evaluates evidence and arrests offenders; Prepares cases for giving testimony and testifies in court proceedings.

Coordinates and supervises the training, assignment, development of subordinate police officers.

Coordinates activities with supervisors or other City departments, exchanges information with officers in other law enforcement agencies, and obtains advice from the City Attorney, Court Administrator, and Municipal Prosecutor's Office regarding cases, policies and procedures.

Decides case priorities and determines when to take over an investigation.

Analyzes and recommends improvements to equipment and facilities, as needed.

Assists citizens with such matters as locked or stalled vehicles, crime prevention, drug resistance, traffic safety, etc.

Monitors and observes patrol or investigative activities to ensure that conduct and performance conforms to department standards.

Establishes procedures to assure the highest standards of risk management, employee safety, and risk avoidance.

Responsible for thoroughly investigating, reviewing, and addressing department or division accidents to prevent future occurrences and control risk management related costs.

Provide excellent customer service to ensure conformance from other department staff of the same commitment in order to ensure high operational and service standards are met and maintained for the Citizens of Alamogordo.

Contribute to a high quality work culture through participation in training and mentoring to develop skills, including safety related training and skills.

Other Important Duties

Schedules and conducts meetings.

Maintains departmental equipment, supplies and facilities.

Maintains liaison with community groups.

Required Knowledge, Skills, and Abilities

Knowledge of, Skills and Abilities: Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment; Considerable knowledge of applicable laws, ordinances, and department rules and regulations; Extensive knowledge of City's geography.

Skill and Ability to: Skill in the operation of the tools and equipment listed below; ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to establish and maintain effective working relationships with subordinates, peers and supervisors; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to follow and give verbal and written instructions; Ability to meet the special requirements listed below;

Police car, police radio, radar gun, handgun and other weapons as required, sidehandle baton, handcuffs, breathalyser, pager, first aid equipment, personal computer including word processing software.

Experience and Education

High school diploma or equivalent supplemented by a two-year community college degree or vocational school training in police sciences, law enforcement, criminal justice administration, public administration, or a closely related field; and completion of the basic law enforcement training academy or equivalent; and minimum of seven years work experience as a fully commissioned police officer, three of which shall have been in a supervisory position; or an equivalent combination of education and experience.

Certifications and License Required

Must possess, or be able to obtain by time of hire, a valid State Driver's License without record of suspension or revocation in any state; Ability to meet Department's physical standards; Basic Law Enforcement Training certification or equivalent.

Work Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

2008

Page 3 of 4

*for the purpose of compliance with the Americans with Disabilities Act (ADA)

This job description does not take into account potential reasonable accommodations.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. The noise level in the work environment is usually moderate.

History Summary

January 2008 – Changes to put job description into current format. Included ADA footer and standard customer service, training and risk management duties. Included standard customer service, training, and risk management responsibilities.

Approval

Public Safety Director

Personnel & Safety Manager

Date

Date