



Alamogordo City Commission

NOTICE OF MEETING

Addendum to

Regular Meeting Agenda

Tuesday, September 9, 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
- Dr. George Straface** District 6

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

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

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

Addendum to Regular Meeting Agenda

CONSENT AGENDA

- A-1. Approve a one (1) year extension of the Agreement between the City of Alamogordo, New Mexico and Zia Therapy Center, Inc. for Public Transportation Services in accordance with Section 3 of the agreement in an amount not to exceed \$99,989.00 for the Fixed Route Services and \$10,000 for the Pilot Program. (Ruben Segura, Grants Coordinator)**
- A-2. Approve Resolution No. 2014-47 approving the New Mexico Department of Tourism Litter Control and Beautification grant. [Roll call vote required] (Matt McNeile, Assistant City Manager)**
- A-3. Approve Resolution No. 2014-48 approving a Grant Agreement between the City of Alamogordo and the New Mexico Department of Finance and Administration for Special Appropriation Project No. 14-L-1958 in the amount of \$25,000 for the Domestic Violence HVAC System Project. [Roll call vote required] (Ruben Segura, Grants Coordinator)**
- A-4. Approve Resolution No. 2014-49 approving a Grant Agreement between the City of Alamogordo and the New Mexico Department of Finance and Administration for Special Appropriation Project No. 14-L-1959 in the amount of \$100,000 for the Family Recreation Center Restroom Project. [Roll call vote required] (Ruben Segura, Grants Coordinator)**

A-5. Approve Resolution No. 2014-50 approving a Grant Agreement between the City of Alamogordo and the New Mexico Department of Finance and Administration for Special Appropriation Project No. 14-L-1959 in the amount of \$200,000 for the purchase and equipping of vehicles for the Alamogordo Police Department. [Roll call vote required] (*Ruben Segura, Grants Coordinator*)

A-6. Approve Resolution 2014-51 to apply for an FAA Grant to construct the 2200' runway extension at the White Sands Regional Airport in an amount up to \$6.2 million. [Roll call vote required] (*Matt McNeile, Assistant City Manager*)

NEW BUSINESS

A-7. Consider, and act upon, asking staff to produce a Censure or No Confidence Ordinance to supplement the current pay ordinance. (*Robert Rentschler, Mayor Pro-Tem*)

A-8. Consider, and act upon, a request for a policy regarding the White Sands Community ditch that has been abandoned by the South Side Diversion projects. (*Robert Rentschler, Mayor Pro-Tem*)

A-9. Consider, and act upon, approval of lodgers tax in sponsorship of the international event hosted by New Mexico Museum of Space History in Alamogordo for the DCA International Space Hall of Fame Induction. (*Susie Galea, Mayor*)

EXECUTIVE SESSION (Roll Call Vote Required)

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

A-10. Limited Personnel Matters (City Commission)



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

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

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

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

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CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

- 1. Presentation by the New Mexico Museum of Space History related to the IMAX Improvements Project. (Chris Orwoll, Executive Director)**

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. 4, A-2, A-3, A-4, and A-5)

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

- 2. Approve Minutes of the August 19 and August 21, 2014 Special Meetings and the August 25, 2014 Meeting of the Alamogordo City Commission. (Renee Cantin, City Clerk)**
 - 3. Approve the Agreement with Alamogordo Public Schools related to School Resource Officers. (Robert Duncan, Police Chief)**
 - 4. Approve Resolution No. 2014-44 approving the submission of an application to the New Mexico Department of Transportation – Aviation Division for maintenance at the Alamogordo – White Sands Regional Airport, in the amount of \$11,110 with a required match of \$1,111. [Roll call vote required] (Matt McNeile, Assistant City Manager)**
 - 5. Approve the award of IFB No. 2014-05 to Basin Air, Inc. related to the HVAC Replacement – Alamogordo Senior Center project, in an amount not to exceed \$38,726.05, including tax. (Matt McNeile, Assistant City Manager)**
 - 6. Approve the award of RFQ No. 2014-03 for Engineering and Design Services to Livingston Associates, P.C. for the Water Service Line Replacement – White Sands Blvd. project. (Edward Balderrama, Project Manager)**
 - 7. Approve the award of RFQ No. 2014-06 for Architectural, Engineering, and Design Services to Lee Gamelsky Architects P.C. for the Family Entertainment Center project and approve negotiation of the professional Architectural Services Agreement. (Matt McNeile, Assistant City Manager)**
 - 8. Approve the incorporation into the minutes of the Governing Body the final approval by the NM Department of Finance and Administration of the City’s final budget for the 2014-2015 Fiscal Year. (Renee Cantin, City Clerk)**
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- A-6. Approve Resolution 2014-51 to apply for an FAA Grant to construct the 2200' runway extension at the White Sands Regional Airport in an amount up to \$6.2 million. [Roll call vote required] (Matt McNeile, Assistant City Manager)**

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

9. Discussion, consider, and act upon, a policy of repairs to water meter infrastructure related to the Advanced Metering Infrastructure System (Radio Read) Project. (Robert Rentschler, Requestor and LeeAnn Nichols, Finance Director)
10. Consider, and act upon, the dispensation of the Atari Cartridges and approve the agreement with the TBHS. (Brian Cesar, Public Works Director)
11. Consider, and act upon, the approval of Out of State Travel for the Mayor to attend the Association of the United States Army on October 13-15, 2014 in Washington, D.C. (Susie Galea, Requestor)
- A-7. Consider, and act upon, asking staff to produce a Censure or No Confidence Ordinance to supplement the current pay ordinance. (Robert Rentschler, Mayor Pro-Tem)**
- A-8. Consider, and act upon, a request for a policy regarding the White Sands Community ditch that has been abandoned by the South Side Diversion projects. (Robert Rentschler, Mayor Pro-Tem)**
- A-9. Consider, and act upon, approval of lodgers tax in sponsorship of the international event hosted by New Mexico Museum of Space History in Alamogordo for the DCA International Space Hall of Fame Induction. (Susie Galea, Mayor)**
12. Appointments to Boards & Committees. (Susie Galea, Mayor)

PUBLIC COMMENT *(Continued if needed)*

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

EXECUTIVE SESSION *(Roll Call Vote Required)*

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

- **Sale, Acquisition, or Disposal of Real Property (Housing Authority Properties)**

A-10. Limited Personnel Matters (City Commission)

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

13. Consider, and act upon, any action that may be needed as a result of the Executive Session.

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: Sept. 9, 2014

Report Date: Sept. 2, 2014

Report No: 1

Submitted By: Renee Cantin
City Clerk

Approved For Agenda: 

Subject: Presentation by the New Mexico Museum of Space History related to the IMAX Improvements Project.

Background: The Commission requested an update on the digitization project at the IMAX. Chris Orwoll will make this presentation.

Reviewed By:

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

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION SPECIAL MEETING MINUTES
7:00 P.M., DESERT LAKES GOLF COURSE
@19TH HOLE RESTAURANT, 2351 HAMILTON RD.
AUGUST 19, 2014**

**SUSIE GALEA, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
AL HERNANDEZ, COMMISSIONER**

**ROBERT RENTSCHLER, MAYOR PRO-TEM
DR. GEORGE STRAFACE, COMMISSIONER
JIM STAHL, CITY MANAGER
STEPHEN THIES, CITY ATTORNEY
RENEE CANTIN, CITY CLERK**

CALL TO ORDER & ROLL CALL

Mayor Galea called the meeting to order at 7:00 p.m. Roll Call was taken by the City Clerk. Clerk Cantin announced there was a quorum present.

1. Presentation of "Golly, I wish I hadn't said that!" (Ed Zendel, Risk Services Director of the New Mexico Municipal League)

Mr. Ed Zendel said just about everyone in this room who is serving in a public capacity has had a moment where you wish you could have taken back the words that you said. His goal was to make everyone think about that a little bit more. The rest of his presentation is included in the agenda book.

City Manager Stahl commented he had experience with a commissioner 'Googling' for someone to fill a position, and how that kind of information can be incorrect. This can be costly and you need to be hyper-sensitive when on the Internet.

Mr. Zendel responded that you must always check accuracy, especially with information obtained from the Internet. He went on to say this community has a lot of potential and it is up to you all to come together and to help this community reach that potential.

2. City Commission Team Building.

Mayor Galea said we left off last time talking about the books of Covenants and Promises former school superintendent, Commissioner Straface explained to us. She asked if this is where everyone would like to start.

City Manager Stahl said it was up to her. They had left off talking about these instruments which Commissioner Straface had found useful in the school district. We are waiting for whatever direction you want to give.

Commissioner Baldwin read through it and there were a lot of things from the Covenants and Promises he really liked, and he thought it a good idea. He thought it would take longer than just tonight to do this.

City Manager Stahl said one suggestion might be to break it down into a Team and work with Staff.

Commissioner Straface said it was important for commissioners to understand the benefit of working together to further the interests of the City. We need to understand the need to forego our personal issues and focus on what's best for the City. If that is not in your attitude, it will get sidetracked. We have to come to agreement on our concept of values and then adhere to them. Tasks and problems will come and go, but relationships are what sustain us and allow us to build positive coalition. We have to come up with a philosophy of governance; how we choose to govern. Do we believe that we want to govern through policy or through micro-management? How do we come together as a unit to

further the interests of this city and to serve the community we represent?

He explained that the way they had done it was we had an all-day session and we had three goals: 1) Clarify our values, 2) Clarify the promises we would make to each other, and 3) Our processes for communication. How we did this was, for example values, we each had index cards and we wrote the values most important to each of us. Then we took a white sheet and went randomly around the room asking each their most important value and in the end we had a list of almost 20 values. Then we went around and said that in order to make sense of this, every one of us has to agree to that value; if one doesn't then it won't be on the list because we wanted 100% commitment to the values. Everyone voted on each and had three choices on these: 1) I can support it, 2) I can live with it, or 3) I can't live with it. That's also how we got our promises. Everyone listed what they expected of the others. At the end of each meeting, the board president/mayor would say 'Have we honored our covenants/Have we violated any, and sometimes we did. If we were told we had violated something, we corrected it. It was the same with communication covenants; no secrets and no surprises. The key to it was the honest participation of people who wanted to work together for the benefit of the school district/city. If one person didn't want to do that, it wouldn't work. The second key is you follow through, you police yourselves. We did this in one day of about six hours. This was an open meeting with the press and staff there. It became the foundation for our relationship over the next four years.

City Manager Stahle said you also reviewed it annually. Commissioner Straface said we had two planning sessions a year, and then when we had a replacement to the Board we reviewed it within ten days of them being sworn in. He said the key is your attitude, and work together to make this happen. A governing body doesn't accomplish anything unless they work as a team.

City Manager Stahle said it is important to meet informally in order to really talk, be willing and honest.

Commissioner Straface said once the board and he came to this agreement, he told them he would hold his Administrators to these promises. This was an administrative agreement so when I met with all the Administrators I told them they had to commit to these things as a condition of their employment. Our purpose was to build strong relationships. It won't work if all of us don't commit.

Commissioner Baldwin wants us to figure out what we want first and then how we go about getting it.

Mayor Pro-Tem Rentschler I'm the one you are going to direct, kicking and screaming. Touchy, feely crap is kind of the way I feel about this stuff, so it isn't that I'm not willing to consider it, but I've done this on every commission I've been on and for the most part this city operates in a professional way with professional people. As long as we hold ourselves to that professionalism it works well. When you start having these meetings, it's tough for me. There has to be some agreement and we have to be able to work together. The stuff I've seen come out of these meetings is never encouraging. He will go through it and listen to it and see if it makes a difference, but he wasn't optimistic about it.

Commissioner Sikes asked if this would include just the Commission or also include the Directors and Managers.

Commissioner Straface said not initially because the superintendent was their only employee, and the city manager is our only employee. We had to have that agreement; everybody else worked for me and they didn't really have a choice.

Commissioner Baldwin said we have a responsibility to those who come after us. The hope is when we leave our office and these things are put in place, and those that come behind us will function better than we did.

Mayor Galea thinks it would build more trust and there's more productivity with trust. Commissioner Straface said we have to define our roles and not operate outside of our roles, or we will destroy that trust.

Commissioner Sikes said one of the things she has been uncomfortable with is blaming the whole group through the behaviors of some. Mayor Pro-Tem Rentschler said he defines that as

unprofessional behavior.

Commissioner Straface said we already have that in place. Who is our spokes person, and Mayor Galea said the city manager. Who is the person who makes sure our ordinances are adhered to, and Mayor Galea said the city manager. So when you are asked a question we need to answer that you need to talk to the city manager. We hire a person to do it and that's who does it and that's who is accountable to us. It's not appropriate to call a staff member about something; it is our responsibility to call the city manager and let him talk to the staff because they work for him, not us.

City Manager Stahle had a couple of observations. One, the press likes to talk to the Chief Elected Official or other elected officials. Second is that one of the trickiest parts of the city manager/superintendent is I have seven bosses with the collective thinking of four of them that guides me. That's not always easy, so take that into consideration.

Commissioner Straface said his view is the city manager needs to communicate constantly with all of us.

Mayor Galea feels like for the same reason we should come up with a philosophy we all agree upon.

Mayor Pro-Tem Rentschler said we all have agendas and districts to represent. We all bring a history we have with Alamogordo to this table, but if we are looking at whether I'm going to be a state senator or US senator, what am I going to do with the rest of my life, then you are bringing stuff that doesn't need to come to this table. We are all equal here and we have to understand that. We have to bring our district/city concerns to the table without any other pretense.

Mayor Galea felt it was important as Mayor to represent the City at military functions and at all private sectors such as the Realtors Association and the Men's Golf Association.

Commissioner Hernandez said we all have ways of doing things and different ways of approaching items. He came tonight because he wants this thing to work, for everyone to participate.

Commissioner Straface said as a Commissioner we all need information so we need to visit with Staff sometimes to ask questions. The issue that comes is not providing direction to them; you are only gaining information. We need to let Jim know we had the conversation and the Staff needs to let Jim know we had the conversation so he isn't out of the loop.

Commissioner Hernandez said sometimes what happens is miscommunication; communication is one of the most important things we have here.

Commissioner Straface we need to ask for accurate information so we can work as a planning team to give him direction.

Commissioner Baldwin said if I get inaccurate information from staff then what can Jim do. I always go to Jim first.

Commissioner Straface said much of the time the CEO has the broad understanding but not the detailed understanding, because you hire people to do that specific work. It isn't his responsibility to deal with the details. It has helped me to understand the organization by talking to staff, but if I want something I'll go to Jim.

Commissioner Baldwin said our conversation with staff can influence their decisions and things they do.

Commissioner Straface explained he was in a bigger organization than the City. He had this expectation with his Board and with his Staff; any conversation you had about school district business, not personal, you had to inform me about that conversation within 24 hours. It's tough for a staff member to ignore a request from a mayor or commissioner. It puts them in a very political position

and what you don't know is what direction they got from the city manager. Once you start going directly to staff and asking for this and that, you are undermining the city manager.

City Manager Stahle said he doesn't have quite the same policy, but it's dangerously close. He doesn't expect the Commission to come to him, but he expects the Director's to get with him and let him know as soon as possible. His philosophy is simple, the easiest way to get your information the better. The challenge, and it is a big one, is the expectation being met by the staff of a commissioner who has asked for something or suggested. You have to be sensitive to how you come across to Staff, and what they will do to satisfy. The way you communicate will affect the recipient.

Mayor Galea said it's the people, the Commission, the City Manager and the staff that make this city work so that we have services.

City Manager Stahle said it's the Commission that directs the policies of the staff, and we try to abide by the established policies. Some we need to repair; some aren't going to fly in every circumstance. He asked if they wanted to pursue a session where they talk just about values; that's up to you. He thought conversations like this really do help.

Commissioner Baldwin asked to get back to the original question of do we want to do this, yes or no, and we'll hash it out at a later date. City Manager Stahle asked if they were willing to give up a Saturday to work on that.

Commissioner Hernandez said this is the sixth time we are here for basically the same thing. If we do a seventh time, we need to have something that holds everyone accountable; I'm saying something by ordinance that is binding, otherwise it is a waste of time.

Mayor Galea said we could address this at the end of every meeting and ask ourselves if we as a governing body stuck to things that are important and if we can do better the next time.

Mayor Pro-Tem Rentschler said we should do this at the beginning of the meeting. Commissioner Baldwin said the last place we are going to be able to make this work is in the public eye.

Commissioner Baldwin said we don't have to pick a Saturday right now. We can research some more and don't have to do this right away. Mayor Galea would hope the sooner the better before we get into budget season; before January would be her goal.

Commissioner Hernandez said everyone here has some form of digital communication, so we may start the process this way to see what everyone is thinking so that when we come to it we already have some things going and it doesn't take six hours to get everything on board. He would rather take those six hours to figure out how we will implement this and make it work. We have to be able to hold each other accountable.

Commissioner Straface said start with protocols and put them down on paper, and hold each other accountable.

Commissioner Hernandez said one of the things he appreciated that George said earlier and hasn't happened as a whole, is if something is decided then we own it, whether we agree or not with it. We need to support each other even when we all don't agree.

Commissioner Straface told how things were with the school board when he first came and he had to become very directive with staff. After a while, my effectiveness diminished because I could not change from directive to facilitative and that's what they needed after three or four years. He said he respected City Manager Stahle where he was and his perspective of this.

Commissioner Turnbull wants to set a date and get this done. Right now, there is so much infighting, some don't even hear a person talking; they simply shut down. We have to get past that; it doesn't

need to go on for six months and she would rather see it done sooner than latter.

City Manager Stahle said we will put something together on a Saturday at everyone's convenience within the next three months. He wanted to try and get it done before the holidays and asked everyone to look at their calendars.

3. Prioritization of City Manager Tasks.

Mayor Galea said the Staff has presented us with a list of tasks and there are a number of them here. She thought the goal was to promote a more efficient public administration based on the city commissions understanding of what the local public values are. She continued with a statement of what needed to be done. We will be picking five of the 22 listed here.

Commissioner Hernandez said in looking at some of these we can have 5 priorities, but he wanted the city manager to look at them.

Mayor Galea said #11 and #12 are already done. She asked about #10, Road Repair Map, and Commissioner Hernandez said he had put that down because there are roads we've repaved two or three times. It would be to help us explain to the public the reasons for various road work. Mayor Galea suggested having public meetings addressing only roads.

Commissioner Straface is pretty confident that all of these are important and he thought of this as five general areas we would support. His listing of important things are 1) strategic plan, 2) budget for 2016 to align with that plan; 3) Communication; 4) HR Issues; 5) Public Works. Then we would come back with our plans under each of them.

Mayor Galea said #18 and #2 are very similar, and she addressed various issues within the public safety departments.

Mayor Pro-Tem Rentschler asked Police Chief Duncan if we forced any police officers to be firemen and the police chief responded we still require them to carry their bunker gear. They are not certified. City Manager Stahle said those who have the bunker gear have some minimal training although not trained to the level of a firefighter.

City Manager Stahle said the point is you all have a variety of things you would like to see accomplished in the City. He encouraged the idea that as a team you cluster around the general areas of interest. In our previous retreat at Fire Station 5, you narrowed your list of top priorities to two, Economic Development and Quality of Life. That's what I would encourage you to concern yourselves with instead of the details of planning.

Mayor Pro-Tem Rentschler said we have some very specific things here and they need to be more general. There was discussion on the goal of the fire department/police department split.

Mayor Galea said you mentioned the top of our list is Economic Development and she spoke on Item #20, and the challenge of working with the County.

Commissioner Baldwin said we have an idea to categorize these a little bit, correct? All agreed.

City Manager Stahle remarked he didn't begin evaluating as soon as he showed up. Now that he has been here over a year, it is time. I've asked you all for particular comments and am taking lots of things in account.

Commissioner Sikes said we can either be a policy commission or we can micro-manage. If we have a comprehensive plan in place with strong policies, a good foundation, then all of the specifics will be covered. She felt it important to do evaluations of all employees, but she didn't want to know about it. We hire good people and we don't need to breath down their necks about the individual things we would like to see done. We should be confident that our city manager and his staff can take care of things. Mayor Pro-Tem Rentschler agreed we have a professional staff and we ought to use them.

Commissioner Sikes said do you think over the last two years we have micromanaged and thus shackled? We have un-empowered them and they don't know what direction to go.

Commissioner Baldwin said he couldn't agree with it more. At the last meeting here, the comment was made we already have a strategic plan in place, and perhaps we need to get more specific.

Mayor Pro-Tem Rentschler said to tell us what you want out of this, Jim.

City Manager Stahle said it came out of your initial retreat that you categorized the two top ones. Then you directed we meet again to refine them and give me direction, so this is a result of that conversation. We could have a session to deal with the covenants and have all these things categorized with a list of specific tasks we need to work on.

Commissioner Straface would like to see Jim work with Staff and come to us with a plan that shows three to five major goals, and under each goal have three to five objectives, and under each objective have three to five action items, by October so we can look at it.

Mayor Galea felt there should be more direction for the city manager tonight.

Mayor Pro-Tem Rentschler expressed that some items on this list were not feasible until the next budget year. His concern on any project was to follow through.

Mayor Galea asked the city manager if he wanted to bring this back at an informal meeting like this or a formal commission meeting, and he said at an informal session. It would take longer than a month to get it ready.

Mayor Galea said we will work with the Staff to schedule another planning session.

City Manager Stahle said to send your goals and values to Commissioner Baldwin.

ADJOURNMENT

The meeting was adjourned at 9:52 p.m.

Mayor Susie Galea

ATTEST:

City Clerk Reneé L. Cantin

(Prepared by Nancy Jacobs, Deputy Clerk)

Approved at the Regular Meeting held on September 9, 2014.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:00 P.M., Sgt. Willie Estrada Memorial Civic Center
800 E. First St., Alamogordo, NM
TUESDAY, AUGUST 21, 2014**

**SUSIE GALEA, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
AL HERNANDEZ, COMMISSIONER**

**ROBERT RENTSCHLER, MAYOR PRO-TEM
DR. GEORGE STRAFACE, COMMISSIONER
JIM STAHLER, CITY MANAGER
STEPHEN THIES, CITY ATTORNEY
RENEE CANTIN, CITY CLERK**

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

Mayor Galea called the meeting to order at 6:00 p.m. Roll Call was taken by the City Clerk. Those present were Commissioner Al Hernandez, Commissioner Jason Baldwin, Commissioner Nadia Sikes, Commissioner Jenny Turnbull, Commissioner George Straface, and Mayor Susie Galea. Mayor Pro-Tem Robert Rentschler was absent. Clerk Cantin announced there was a quorum present.

Other Staff Members Present: Assistant City Manager McNeile, City Attorney Thies, Fire Chief Ward, Police Chief Duncan, Public Works Director Cesar, Emergency Services Coordinator Jim LeClair, and Senior Executive Assistant Megan Wade, and Project Manager Nancy Beshaler.

23 Citizens, Mike Martinez from the Army Corps of Engineers, and other state agency officials were also present.

(NOTE: RECORDING WAS POOR SO MAJORITY OF MEETING WAS NOT UNDERSTANDABLE.)

- 1. Presentation, discussion, and possible action, related to the flooding in the City and specifically from the recent heavy rainfall.**

City Manager Stahle presented where we are in the city related to flood control and the recent heavy rainfall. Then the meeting was turned over to citizens to voice their concerns.

Mr. Clif McDonald has a proposal for the city that will not cost anything.

Ms. Linda Gulley has more of a question about rental properties. City Manager Stahle explained about a detention basin the city used to have. He thought you could put in a flood claim if you have flood insurance. Ms. Gulley asked, "So now what?"

Mr. Brian Williams is the recovery manager for Homeland Security in Emergency Management. In his world, all disasters are local. The declaration process goes from county to state to federal. July 1 – September 30 has been designated by the Governor as the time where there is a probability that someone in the state will have flooding. In order to access funds, communities and counties need to declare disasters and that opens up the State Disaster Assistance Program funded by contingency funds. The amount is up to \$750,000 per applicant per disaster. He continued by explaining about FEMA and how to get them involved, as well as how the whole disaster process works.

Mr. Elwin Roach, lives in Alamo West. He had pictures of flooding at 36 Smith Ave. in Alamo West, McDonald Rd. near Sunset Run Restaurant, First St. & 54/70, Cliff McDonald property between 54/70 & McDonald Rd., W. First St., 16th St. & Grant Rd., 31 Garner Ave. in Alamo West, and a picture of flooding in 2006 on Abbot Ave. These pictures were given to the clerk to be distributed.

Mr. Scott LeFevre, stated the issue is the breaching of that diversion. Mayor Galea asked if there is a cost estimate.

Ms. Janice St. John talked about flooding issues. The water comes down 25th St., and she has asked for help from the City in the past. Her driveway is sinking and she has had this issue every summer. She spoke about the deficiencies of flood insurance, and she didn't feel she should have to pay to fix something that wouldn't be broken if the flooding issue wasn't there to begin with.

Mr. Harv Hamilton said the Commission needs to have the guts to pass an updated Master Plan.

Mr. Bob Jensen, 1423 Indiana, had pictures of flooding at this address (corner of 15th St. & Indiana). The water goes under his house and it remains wet.

Mayor Galea asked what the process would be to get a hydrologist. The city manager said in normal projects we do require construction plans and they do have grades, so we ought to be able to look back at the record we have to determine a before and after.

The following citizens also made comments: Ms. Liz Fugate of 1423 Michigan; Mr. David Bailey talked about the area by the dog pound; Mr. Gale Ortiz lives on N. Hawaii and 25th St.

Commissioner Hernandez spoke.

Commissioner Straface said it seems like we should look at the cost of reconstruction of that pond. City Manager Stahle said we have talked about that at the staff level. There is some prospect for us to consider there being a detention basin for the Tays wash area. Commissioner Straface said as quickly as you can to do that.

Commissioner Turnbull said about three weeks before it happened she had sent pictures to the City Manager. City Manager Stahle responded. He invited everyone to look at the maps for details.

Commissioner Baldwin left the meeting at 7:41 p.m.

Commissioner Straface commented and Mayor Galea has written down a number of recommendations.

ADJOURNMENT

Commissioner Straface moved to adjourn at 7:45 p.m. Commissioner Hernandez seconded the motion. Motion a carried by a vote of 5-0-0.

Mayor Susie Galea

ATTEST:

City Clerk René L. Cantin

(Prepared by Nancy Jacobs, Deputy Clerk)
Approved at the Regular Meeting held on September 9, 2014.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
7:00 P.M., COMMISSION CHAMBERS
MONDAY, AUGUST 25, 2014**

**SUSIE GALEA, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
AL HERNANDEZ, COMMISSIONER**

**ROBERT RENTSCHLER, MAYOR PRO-TEM
DR. GEORGE STRAFACE, COMMISSIONER
JIM STAHLER, CITY MANAGER
STEPHEN THIES, CITY ATTORNEY
RENEE CANTIN, CITY CLERK**

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

Mayor Galea called the meeting to order at 7:00 p.m. Roll Call was taken by the City Clerk. Clerk Cantin announced there was a quorum present. Invocation by Pastor Bill Heithold and the Pledge of Allegiance was led by Commissioner Baldwin.

APPROVAL OF AGENDA

Mayor Galea welcomed all to the Commission meeting including State Senator Ron Griggs and State Representative Yvette Harrell.

Mayor Galea requested that Item A-5 be removed from the Addendum. She had spoken to some Committee of 50 members and Chamber President Mike Espiritu and they will be attending the Outstanding Airmen of the Year Banquet in Washington, D.C., so she will not be asking to go on that trip. Instead she would like to recognize that airman with a Mayor's Commendation when he returns from that trip.

Commissioner Hernandez moved to approve adding the Addendum items to the agenda, except item A-5. Commissioner Straface seconded the motion. Motion carried with a vote of 7-0-0.

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

PRESENTATIONS

**A-1. Presentation of a Proclamation to the Chamber of Commerce Junior Ambassadors.
(Mayor Galea)**

Mayor Galea presented the Proclamation to the Chamber of Commerce Junior Ambassadors. She remarked Commissioner Sikes had recognized this groups' diligent work and had requested they be acknowledged. There were many Junior Ambassadors present along with their leaders to accept the Proclamation that named Tuesday, August 26, 2014, as Alamogordo Junior Ambassadors Day. They received a standing ovation.

1. Presentation by the New Mexico Museum of Space History related to the IMAX Improvements Project. (Chris Orwoll, Executive Director)

Mayor Galea remarked Museum Director, Chris Orwoll was unable to attend tonight. **Commissioner Hernandez moved to approve tabling this item until the next meeting. Mayor Pro-Tem Rentschler seconded the motion. Motion carried by a vote of 7-0-0.**

2. Presentation related to the Alamogordo and New Mexico Main Street Program. (Pam Lee, Chairman of Planning & Zoning Commission & Dr. Terry Marquardt, Chairman of Main Street Program)

Ms. Pamela Lee, Chairman of the Planning & Zoning Commission addressed the commission. She said she was here tonight on behalf of the Planning & Zoning Commission along with Dr. Terry Marquardt, Chairman of Alamogordo's Main Street Steering Committee. He previously served for 12 years in our State's House of Representatives. We are asking for your support for this exciting program for our city. The program will dramatically change our city through the joint efforts of our citizens, business leaders, and government. This program will allow us to realize our dream of a more vibrant downtown where we can walk to restaurants, stores and ice cream parlors on our beautiful evenings. It is a program that will attract people and businesses to our city by taking advantage of it's location at the foot of New Mexico's most beautiful mountains, and adjacent to national treasures like the White Sands National Monument, Holloman Air Force Base and the White Sands Missile Range. The program is the New Mexico MainStreet program. MainStreet is a grassroots, economic development program that helps communities revitalize the core of their cities. This program is not new and New Mexico cities have been taking use of MainStreet and revitalizing their cities for almost 30 years. More than 27 cities are now in the MainStreet program and have experienced a renaissance by improving the appearance of their downtowns using the architects and designers of the MainStreet program, thereby attracting people and businesses to their city centers once again. The program is not a top-down program; it is run by the people of the city through a non-profit corporation led by a board of directors and a MainStreet manager. It relies on volunteers for much of its work and brings a city together. In a real sense, it is a public/private partnership where its costs are covered by contributions from businesses within the MainStreet district, the community and the city. It is a pay-as-you-go program which means the projects are undertaken at the pace at which the funds are raised. The Planning and Zoning Commission has been considering MainStreet since the fall of 2012, when it approved my motion to consider how Alamogordo might get involved in MainStreet. Since then, I have spoken to citizens and civic groups throughout our city about MainStreet and since earlier this year, Dr. Marquardt and I have jointly made these efforts. Planning and Zoning held a public meeting in February of 2013 and about 40 citizens turned out to learn more about MainStreet. We now have a vibrant core of volunteers with more than 85 potential volunteers signing up on our email list. We have the support of business leaders, the Chamber of Commerce, and many of our political leaders. Earlier this year, former state representative, Dr. Terry Marquardt, volunteered to serve as our Steering Committee Chairman. Since then, enthusiasm for MainStreet has exploded; we have defined Alamogordo's MainStreet proposed district (she showed a chart on the overhead and it is in MainStreet Power Point in Agenda Book) as the area between 13th Street on the north to 7th Street on the south, with White Sands Blvd. on the west to Maryland, Virginia, and Indiana Streets on the east. On July 10th, the Planning and Zoning Commission voted unanimously to recommend to the City Commission to approve applying for entry into the MainStreet program. Our application is due on September 29th and the latest version of the draft application has been given to the City Manager and City Attorney. More than two years ago, I first spoke to many of you in this room about MainStreet. At that time, I told you that dreams should never be destroyed by details. Dr. Marquardt and I are now here to present you with the opportunity to take the next step in MainStreet, and on behalf of the Planning and Zoning Commission I urge that you vote to approve our entry into the MainStreet program for it would provide the details for us to realize our dream of a vital and vigorous downtown. Your unanimous vote will make a strong statement to both our citizens and the NM MainStreet program itself of your commitment to move our city forward towards a more vibrant future. She then introduced Dr. Terry Marquardt.

Dr. Terry Marquardt told the commission this is our city. Don't worry; MainStreet is not here to complain that there is this blight in our community (Power Point was being shown during presentation), that some buildings in the center of our community look like slums. MainStreet is not here to ask that you improve the first impression that visitors have of our community, the first impression that determines whether they stop for lunch, or stop to visit the Space Museum, or White Sands, or to continue on their journey to a more welcoming stop. That first impression that determines if this is where they want to invest their lives and their business, or accept employment

here, an impression that determines whether they want to retire here, or whether they want to volunteer for military service here. It could be these very views that prompted a commander from HAFB, speaking to an Alamogordo civic organization to say, if you expect airmen to volunteer for service at HAFB or do business here in Alamogordo, you need to clean up White Sands Blvd. Now, MainStreet understands that the City has limited resources to address these issues of blight in our community and that's why MainStreet is forming a non-profit to partner with the City, enabling the City to access the very same resources that 27 other communities in New Mexico have been accessing for 29 years, to revitalize their commercial districts and create jobs and grow businesses, to encourage entrepreneur support and development, all of which benefits the local community and raises the quality of life. No, MainStreet is not here to complain; MainStreet is, in fact, here tonight to offer help to the City. Help in not only cleaning up our city but help in preserving and enhancing our historic culture and heritage, and at the same time help the City in attracting businesses and creating jobs. MainStreet understands that the City has limited resources and that's why MainStreet is here tonight to demonstrate how the City can increase those resources by stimulating the vitality of our community through a partnership with the State Department of Economic Development, and an Alamogordo non-profit MainStreet. MainStreet communities bring funding to their cities not available to the city otherwise; like the Maddox Foundation and the McCune Foundation, charitable and philanthropic foundations that contribute to NM MainStreet projects. The Friends of NM MainStreet and the NM Coalition of MainStreet communities are additional entities that partner with NM MainStreet. New Mexico Heritage Preservation Alliance is a private partner for managing philanthropic funds for the Historic Preservation Division, and New Mexico Resiliency Alliance is a private partner for pass-through funds from philanthropic sources to local MainStreet affiliates for design projects, scholarships and operational 'C' grants. New Mexico MainStreet start-up communities are eligible to apply for physical infrastructure and planning grant funds from the Economic Development Department MainStreet Capital Outlay Fund. MainStreet communities utilize the Community Development Block Grant (CDBG) program which is a flexible program for providing communities with resources to carry out community development activities such as the prevention of slums and blight. NM MainStreet has promoted metropolitan redevelopment area planning for downtown areas that are deteriorated and blighted or under-utilized, in order to stimulate economic development and community well-being in Las Cruces, Farmington and Clovis. In fact, let's take a look at Las Cruces' MainStreet: population 97,000, entered the MainStreet program in 2003, created 311 new jobs, 73 new businesses, \$7.8 million in private investment; or Farmington: Population 45,000, entered MainStreet program in 1997, created 266 new jobs, 87 new businesses, \$5.6 million in private investment; how about Clovis: a very similar military community to Alamogordo, population 37,000, entered MainStreet program in 2001, created 215 new jobs, 83 new businesses, and \$21.4 million in private investment. MainStreet is not a big fix or an instant answer, but rather an incremental process that ultimately has made a dramatic difference for those communities. As Pamela said, the Committee has received endorsements from your City Planning and Zoning Committee and the Chamber of Commerce Legislative Committee. OCEDC has agreed to be the fiscal agent until Alamogordo MainStreet has completed the 501 (c)3 Non-Profit application process. Public Service of NM (PNM) has agreed to support Alamogordo MainStreet as it does other MainStreet communities in New Mexico. Our legislative delegation, Senator Griggs, Representative Harrell, and Senator Burt who has sent a letter to the Mayor and Commission supporting the efforts of MainStreet. In fact, to quote Senator Burt, "I simply ask the Mayor, City Commission and the Administration to support the MainStreet Revitalization Project 100%."

Dr. Marquardt continued saying that the application process to become a MainStreet community is a competitive one. The New Mexico Legislature has appropriated funding for two new MainStreet communities in 2014. Alamogordo MainStreet will present its application to the New Mexico Department of Economic Development on September 29th. New Mexico MainStreet Division of Economic Development recommends a MainStreet district consists of a quarter square mile, easily walkable district to target the commercial revitalization. The benefits of Alamogordo selected as an emerging MainStreet community is really the exciting part of what is possible in our community. The New Mexico Economic Development Department will provide professional and technical assistance and resources of professional organizational development consultants who provide facilitation in strategic planning, work plan development and fund raising. Professional graphic design and

marketing specialists provide assistance with image development and branding, marketing strategies, events planning and publicity. Professional economists and business development specialists provide technical assistance and training in marketing analysis, business strengthening, business recruitment and revitalization financing to us. Professional architects and planners provide conceptual design services for façade improvements, parking, landscape and signage. Each local program is eligible to receive architectural services for two design projects per year. professional planners and design professionals provide assistance in historic preservation, community planning, straight scape design, vehicle and pedestrian circulation enhancements, district master planning, revitalization plans and strategic plans. New Mexico Department of Economic Development provides notice of grants and partnership opportunities, and innovative revitalization tools and techniques. NM MainStreet's estimated annual fair-market value of these services and professional technical assistance, if purchased directly by the community would be \$50,000 per year. But instead, it's paid for by the NM Legislature. For every dollar local and state government invests in MainStreet, there is an average of \$44 in private sector capital investment in MainStreet districts. Because of this 44-1 investment ratio, NM MainStreet has become a national model for leveraging public dollars. Economic Development is about jobs, new investment, new businesses and the generation of tax revenues for you for local and state efforts. I think this is an exciting opportunity for our community, one that 27 other New Mexico communities over the past 29 years have already capitalized on. Alamogordo may not be the last to receive these benefits, the benefits of the MainStreet program in New Mexico, but if the application is accepted we will be the 28th. Why? Why is that? We are here today to show you what the rest of New Mexico has been doing for 29 years and what we can do to not only catch up, but also how you can be leaders in our community. Alamogordo MainStreet's recommendation is that the City take the \$50,000 you have already appropriated to build a wall to hide this blight, and instead take that \$50,000 you have already appropriated to build the wall to hide this blight and invest it in the NM MainStreet program, and receive a 44-1 return on your investment; that's \$2.2 million dollars, and create an economic development engine that not only attracts investments and creates jobs, but also improves the esprit de corp of our community through efforts that make our community more attractive, more welcoming, and improve the quality of life. Together, we can create an economic opportunity for our community, for our children and grandchildren, if only we have the vision, the commitment and the effort to succeed.

Mayor Pro-Tem Rentschler said what he would say about this program is that anyone who has listened to him since he has had a seat on the commission, he has had a vision of what downtown Alamogordo can be, even though his vision isn't exactly as yours is, and that is probably a good thing, because mine involve a lot of public money. With that being said, he can't tell you how excited he is about this and is glad to see this synergy behind it, Planning and Zoning behind it, the legislators we have here in the audience tonight and the letter from Senator Burt, I am just excited about this. I think it is a really good opportunity for Alamogordo, is something we need to do as you just saw by the pictures you just demonstrated. You are absolutely right; we were looking to build a wall there. We have money in Economic Development and Quality of Life money for that wall and it hasn't been built yet, so I really believe this is something Alamogordo needs and something that will benefit us immensely. I am glad to hear your presentation tonight, thank you.

Commissioner Straface thanked both Ms. Lee and Dr. Marquardt for their presentation. Am I to understand that once we apply and assume for one moment we are successful, that you two will be the leaders of this, the ones that really direct the activities, or is there someone else behind it? Ms. Lee responded from the audience (unintelligible). Commissioner Straface said you would be soliciting volunteers to assist you as you go through this once it is approved, is that accurate? Dr. Marquardt responded there were a number of people here tonight that you may want to ask them to stand to show their support. (Many in the audience stood up).

City Manager Stahle commented the MainStreet program opens doors to funding opportunities for both the private and public sectors; it doesn't get any better than that. You mentioned the public/private partnership; I'd like to ask everybody this. At what point in time did the City of Alamogordo lose Main Street? I ask that provocative question because we never really have, although I would tell you some people would say that when the Mall was built on the north end, that's

where Main Street went. Others might tell you that it was the parking lot of Wal Mart because that's where everybody goes. The truth is the heart of the community is in its old downtown, so I respect very much the opportunity to bring attention to it and try to revitalize it. Most cities that have gone through the MainStreet program have taken years to develop their main streets, but have really flourished. They've made a difference in how it looks and how a community feels about it. If your heart's healthy, the rest of you should be, so I look forward to working with the folks of Main Street which are really the businesses, to make this something you are all very, very proud of. I'll pledge every bit of effort the Staff can muster to support you.

Pam Lee said she agreed with that, but here's the point. The point is, Alamogordo didn't get to where it got overnight, and it won't get to where we want it to get overnight, either. In the process, the important thing, it will unify our city on a common purpose, and think about that, think about what that can do for the soul of the City, let alone the soul of the town itself that we are going to work on. All these people are here because they are excited and I see the excitement in your eyes, too, so let's do it.

Mayor Galea had a few questions and she appreciated the presentations. She especially appreciated the comment Ms. Lee made about the fact that dreams should not be destroyed by details, but there are a few questions I have about the details because it does involve tax dollars. I do wonder with the City, after this process does get to its next phase, Phase 2 where fund raising begins after 18 months and the City puts up a third of the funding or more, if perhaps there is no buy-in financially from the other merchants, downtown, private or public, where is the other \$60,000 going to come from.

Dr. Marquardt responded the \$21 million in Clovis came from individual investors, not merchants that are in their MainStreet, but investors that came into the town after MainStreet started revitalizing their commercial district. Also, the bulk of the money does not come from business owners. The business owners provide voluntary efforts, but the McCune Foundation and those other foundations I illustrated in the presentation, those come in like \$50,000 denominations, and PNM comes in \$50,000 denominations. So we're not talking about selling water at the County Fair to raise money for MainStreet, we are talking about a process in place that raises hundreds of thousands of dollars for communities throughout New Mexico. That's where the private contribution comes from. Actually, the \$15,000 or \$30,000 that the City contracts in services from MainStreet, that could easily not be a third; it could easily be much less than that.

Mayor Galea said she has a question about the \$30,000. It will most likely come from the Promotional Board funding that comes from Lodger's Tax, and tonight we are approving that same type of funding to be spent on the Chamber of Commerce for Tourism Promotion services in the amount of \$26,000; how would that not be competing for those same funds.

Dr. Marquardt said it is not competing; it is a partnership with the Chamber of Commerce. One of the goals of MainStreet is to increase tourism in our community and so with the Chamber of Commerce efforts to increase tourism and the help the MainStreet gets from the State Tourism Department, the State Department of Economic Development; it enhances their efforts as well as the City's revenues from tourism.

Mayor Galea has been studying how they work in Las Cruces where the community rezoned the main street area as the Downtown District, and with the downtown zoning improved the property values and improved the property taxes to generate more revenue, and they encumbered that revenue for a ten year period to do one large approved Capital Improvement Project for the esthetic look of the MainStreet area. My question is how will that affect the business owners that are lessees to the businesses. There are a number of business owners who aren't necessarily property owners. Would their lease go up monthly and affect their bottom line, that's what I'm concerned about.

Dr. Marquardt said thank you for that concern. In any community where there is more revenue, where there is more commercial district, where there is more economy thriving, rents do go up, but it

is proportional to the profits.

Ms. Pam Lee said one of the advantages, Mayor, about being 28th in line to get into this program is that almost any question any of you might ask has been answered by another program, and that is the advantage of being in this program. We get these answers; we don't have all the answers tonight for you, I certainly don't. The point I'm trying to make here is there are answers and we get them from the MainStreet program. If we have problems with leasers and downtown and they don't want to get involved in the program, it's not the first time that has happened. It has probably happened 27 other times.

Mayor Galea appreciated that very much and understands there is technical assistance provided. I just have questions for the record for all involved so that this is fair for everyone that is concerned. I do have one more question about the fund-raising. I recognize that for our largest non-profit, the United Way being one of the largest non-profits, they struggle to raise \$300,000 a year for many organizations. How will this be competing with non-profits that can barely scrape a quarter million dollars each year and then with that quarter million dollars assuming that would be something that MainStreet in their public/private partnerships could accumulate. How would that not be competing with our non-profits?

Dr. Marquardt told her the list of contributing charitable and philanthropic organizations that I listed this evening don't have anything to do with United Way. I didn't list United Way as a source of income for MainStreet. Mayor Galea said she understood, but there are a number of businesses in town in the Main Street district that do contribute to a number of charities. Dr. Marquardt said he expects that successful businesses and professionals like myself will continue to contribute to United Way in addition to working to improve the economic vitality of Alamogordo, in addition to our profit/loss statements of our individual businesses. Mayor Galea said thank you and I'll certainly take your word on that.

Commissioner Hernandez commented he would like to piggy-back off of Dr. Marquardt's statements. Probably over the last five years the hospital has been in very bad shape and we're just now coming out of it. During those five years we do United Way, we do Relay for Life, we do pretty much anything anybody asks us to do. Every year, we have not only met the goal but exceeded the goal through those times, and those are the employees that give. It didn't matter if we were getting raises or not getting raises or whatever was happening, so this community is a giving community. So, he didn't think that was a problem, that there would be any kind of problem; people are going to give.

Mayor Galea thanked Ms. Lee, Dr. Marquardt and all those who came to support MainStreet tonight.

PUBLIC COMMENT

None

CONSENT AGENDA (No Roll Call Vote Required)

3. **Approve Minutes of the August 12, 2014 Regular Meeting of the Alamogordo City Commission.** (*Renee Cantin, City Clerk*)
5. **Approve the Lodger's Tax Expenditures for Tourism & Travel.** (*Jan Wafful, CS Admin. Assistant*)
6. **Approve the Agreement with Otero County Economic Development Council (OCEDC) for operating in the amount of \$30,000.** (*Stephen Thies, City Attorney*)
7. **Approve the Agreements for the Chamber of Commerce related to Facility Maintenance, Overhead, and Operational Expenses of the Aubrey L. Dunn Visitor's Center for Tourism Promotion in the amount of \$25,000.** (*Stephen Thies, City Attorney*)

8. **Approve the Agreements for the Chamber of Commerce for Tourism Promotional Services in the amount of \$26,000.** (*Stephen Thies, City Attorney*)
9. **Approve the award of RFQ No. 2014-01 to Souder, Miller, & Associates, related to the engineering and design services for construction of a new lined Cell No. 5 at the Otero/Greentree Regional Landfill project, in an amount not to exceed \$94,570.00, including NMGRT.** (*Brian Cesar, Public Works Director*)

Commissioner Hernandez asked to remove Item # 4 from the consent calendar.

Commissioner Straface moved to approve items # 3, 5, 6, 7, 8, 9 of the consent calendar. Commissioner Baldwin seconded the motion. Motion carried with a vote of 7-0-0.

Dr. Marquardt asked the Mayor if action would be taken on the MainStreet proposal, and she remarked that Item 11 under New Business is the Resolution to support MainStreet.

ITEMS REMOVED FROM CONSENT AGENDA

4. **Approve statement related to the Executive Session of August 12, 2014.** (*Renee Cantin, City Clerk*)

Commissioner Hernandez stated that in order to stay intact with the Open Meetings Act, it is my opinion we did not discuss the city manager's evaluation on August 12th. Mayor Galea said that's right. Commissioner Hernandez said rather, we discussed items concerning other employees, and so I just wanted to clarify that so we are not in violation of the Open Meetings Act.

Mayor Galea said ok. I did request that the item be placed on the Executive Session and I asked that the statement be that we discussed items relating to personnel matters for the city manager. It was stated differently on the agenda, so thank you for removing that. Items were discussed pertaining to personnel matters relating to the city manager. Would anyone disagree with that statement?

Commissioner Hernandez moved to approve that in order to not violate the Open Meetings Act, we did not discuss the city manager's evaluation in the Executive Session of August 12, 2014. Mayor Pro-Tem Rentschler seconded the motion. Motion carried with a vote of 7-0-0.

PUBLIC HEARINGS

10. **Public Hearing, consider, and act upon, Application No. 911558 to grant a transfer of Ownership and Location for Liquor License #0283 from Meridian Investments, LLC to Allsup's Convenience Stores, Inc. d/b/a Allsup's Store No. 95, located at 822 N. Scenic Dr., Alamogordo, NM including the waiver of the distance of less than 300' from a nearby church.** (*Renee Cantin, City Clerk*)

City Clerk Cantin told the commission that this item had been tabled from the last meeting in order to obtain a letter in writing from the pastor, and you do have attached in your book the letter that I had sent to the pastor. What I did receive from him was an email; I did send him another email this morning, as well, inviting him to come to the meeting but he had a meal that they provide at their church and could not attend tonight. You also have some questions from the last meeting on how many feet within the building, you also have a letter from Cheryl Winrow who is the manager at this Allsup's who prepared the application, and she did explain the discrepancies in her numbers there. It was her fault the numbers were a little bit off and she did apologize and provide explanation to you

all. I talked to the pastor twice and as you can see from the email that he says he understands and needs

to be an exception to the rule, because the license is for the sale of closed containers and he does not take issue with the granting of this license. So, this license also was published two consecutive weeks prior to the first public hearing and an additional two weeks prior to this public hearing and I have not heard any opposition.

Commissioner Straface moved to approve Application No. 911558 to grant a transfer of Ownership and Location for Liquor License #0283 from Meridian Investments, LLC to Allsup's Convenience Stores, Inc. d/b/a Allsup's Store No. 95, located at 822 N. Scenic Dr., Alamogordo, NM including the waiver of the distance of less than 300' from a nearby church. Commissioner Baldwin seconded the motion. Motion carried with a vote of 5-2-0. Commissioner Hernandez and Commissioner Turnbull voted nay.

NEW BUSINESS

11. **Consider, and act upon, Resolution No. 2014-41 in support of the MainStreet Alamogordo's application to the New Mexico Department of Economic Development for inclusion in the New Mexico Main Street Program. [Roll call vote required] (Marc South, City Planner)**

Mayor Galea moved to approve Resolution No. 2014-41 in support of the MainStreet Alamogordo's application to the New Mexico Department of Economic Development for inclusion in the New Mexico Main Street Program. Commissioner Straface seconded the motion. Motion carried with a vote of 7-0-0.

12. **Consider, and act upon, approving a subdivision request by Christine Hobson to divide a tract of land in the N1/2 SW1/4 NW1/4 of Section 17 T16S, R10E, NMPM (2118 No. Florida Ave.) into two (2) tracts: one being 0.500 Acres and the other being 4.319 Acres. (Case # S-2014-0007(A)) (Mark South, City Planner)**

City Planner South told the commission that Items 12 and 13 were a pair entry and will blur over into each other. He said Item 12 is taking a parcel that fronts on to N. Florida, 2118 N. Florida. It is directly north of the grocery store/Laundromat/gas station that is there now. In the past, this lot had a mobile home park on it; there has not been a mobile home park there for a significant period of time. The people who are involved in the proposal to redevelop this desire to come up with a proposal for an affordable mobile home community in Alamogordo. Affordable housing has been an issue for some time in Alamogordo and this is a step toward dealing with it. However, and this is a group, a couple of individuals with whom the Planning Staff has been working for over a year to try and find a proper location, one available at an appropriate price and something that could be handled appropriately. This lot (he pointed it out on the overhead), this is the lot in question for the subdivision. The gas station, etc. is down here; the subdivision will split this lot into two parcels. The small chunk which is the .5 acre chunk fronts onto N. Florida, and the rest of this will become the mobile home park. What we discovered in the course of the applicants walking through all of this is, I am not quite sure how this ever operated as a mobile home park in the past. It was not zoned for a mobile home park, so unless that mobile home park was there when this area was annexed into the City, which is possible, this has been non-conforming for a very, very long time. Having been completely, having had all the former mobile homes and things taken off the property, the non-conforming status ended. A rezoning will be required to make this whole proposal work. Planning Staff was somewhat reluctant to do, to encourage a rezoning of the whole property because the Comprehensive Plan clearly talks about N. Florida being developed into a retail/commercial office strip. We had some issues with that, the folks involved came back and said we obviously need land to get back into the mobile home park part of it, but in fact, it works better for them to keep this frontage on N. Florida for potentially a commercial use at some point in the future. It dealt with the

issue of the Comprehensive Plan and it still allows for the development of affordable mobile home residences in the area. We could have technically proceeded with this subdivision as an administrative subdivision, but we thought honestly it would be more fair to you all to see the whole package, so that without this the whole rest of it doesn't make a lot of sense. So, this is the first chunk which is the subdivision of the land and it will create an area that will be known in the second chunk as the Ridgeview Subdivision.

Commissioner Hernandez said this is just directly south of the Evergreen Trailer park, right? City Planner South said that is correct. Commissioner Hernandez said there is already an existing, and I'm with you. I remember when it was, I think, Northside Trailer Park is what it was called, back in the day.

City Planner South said yea, this is Evergreen, this used to be the J&J or Giant I guess it is now, Xerox across the street and all of that, but this is bare land.

Commissioner Hernandez moved to approve a subdivision request by Christine Hobson to divide a tract of land in the N1/2 SW1/4 NW1/4 NW1/4 of Section 17 T16S, R10E, NMPM (2118 No. Florida Ave.) into two (2) tracts: one being 0.500 Acres and the other being 4.319 Acres. (Case # S-2014-0007(A)). Mayor Pro-Tem Rentschler seconded the motion.

Mayor Galea noted this also relates to Ordinance 1473, is that correct. City Planner South said you need to do the subdivision first. Mayor Galea said I was just making sure we don't need to approve that. So we will be approving the subdivision in this motion, correct. City Planner South said yes, m'am.

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

13. **Consider, and act upon, the first publication of Ordinance No. 1473 amending the official zoning map of the City of Alamogordo, changing the classification of Ridge View Lot 2 (2118 North Florida Avenue) from its present zoning district of C-3, Business District to MH-2, Manufactured Housing/Recreational Vehicle Park District. (Case # Z-2014-0003(A)). (Marc South, City Planner)**

City Planner South said you have pretty much heard the overview, unless there are questions.

Commissioner Hernandez moved to approve the first publication of Ordinance No. 1473 amending the official zoning map of the City of Alamogordo, changing the classification of Ridge View Lot 2 (2118 North Florida Avenue) from its present zoning district of C-3, Business District to MH-2, Manufactured Housing/Recreational Vehicle Park District. (Case # Z-2014-0003(A)). Mayor Pro-Tem Rentschler seconded the motion. Motion carried with a vote of 7-0-0.

14. **Consider, and act upon, the sale of certain city owned property located at 1513 Black St. in Alamogordo, NM 88310. (Stephen Thies, City Attorney)**

City Attorney Thies explained to the commission that what they have before them is an offer by an individual by the name Glenn Mainz to purchase one of the lots we own over on Black Street. Black Street is located north of 70 and west of La Velle Road. The City acquired these parcels, if I recall correctly, about 25 years ago in a special assessment district. They had to pay all their special assessments and that city clerk closed on the property and acquired a number of lots and that particular area has resulted in that foreclosure. Over the past several years we have been selling off areas, lots, these are now large lots, most of them about 60 to 120 feet in size. Our average price has been about \$2,500 with maybe a high of \$4,500. As I indicated in my agenda report, several years ago the tax assessor's office did a market analysis and they came up with a range of \$2,000 to \$4,500 for the lots in that area. We had a real estate broker do a probable market value in the

analysis of 2008. He concluded the value of the lots were anywhere from \$3,000 to \$4,000. Last time we really got aggressive to sell these was about three years ago, and we listed and advertised these properties as being for sale and we took sealed bids. I think we sold three and maybe four lots at that time at a price of about \$2,500 to \$3,500 each. I'm not sure if the individual who made the offer is here tonight; his offer for the parcel is \$3,788.88.

Commissioner Hernandez said that as this meets the price range value he moved that we approve the sale.

Commissioner Hernandez moved to approve the sale of certain city owned property located at 1513 Black St. in Alamogordo, NM 88310. Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

15. Consider, and act upon, the placement of a new Resident Parking Only sign for home located at 1315 Jackson Avenue. (Renee Cantin, City Clerk)

City Clerk Cantin told the commission this is a general request from a resident who lives across the street from City Hall over here, which is within 500 feet of the property line of a public meeting place. The map of this property showing the 500 feet is on page 171 of your agenda book, and I stand for questions if you have any. We do have an additional letter from the Soccer League because of one of the comments had been written on her application about parents allowing the kids to urinate in front of her yard, and so the Soccer League did just put a letter in response to that, that they actually even have one of the coaches who lives in the area who opens his home to that. They wanted to make that clear.

Mayor Galea thanked her for adding that to the record in rebuttal to the letter provided by some of the residents about the challenge they were having with the local youth at that park.

Mayor Pro-Tem Rentschler moved to approve the placement of a new Resident Parking Only sign for home located at 1315 Jackson Avenue. Commissioner Hernandez seconded the motion. Motion carried with a vote of 7-0-0.

16. Consider, and act upon, Resolution No. 2014-42 in support of interest fee caps on small loan companies in New Mexico. [Roll call vote required] (Nadia Sikes, Commissioner)

Commissioner Sikes explained her request for this item. She said I had been contacted by former senator Steve Fishman back in June. He has formed a coalition to try to bring the bill to the Legislature. We've discussed this in the past; we know and have acknowledged that it is a problem, but realize that locally we probably couldn't do a lot about it. But, if there is going to be a coalition of all of the metropolitan areas and municipalities in New Mexico going forward to assist the Legislature and pass in legislation, I thought it would be something that would be in our best interests. He provided us not only with a sample resolution, but with a lot of back up information about the organization that he's put together, and they've put a very reasonable cap on it that we've included in our resolution.

Mayor Galea said this week we have the NM Municipal League meeting. If this does pass tonight, I would like to share with the other municipalities the resolution so that they might also support it. In our prior discussion as a commission about the store-front lenders, the challenge has been that there is no regulatory system at the state level, currently. What this resolution would do is support this next legislative session placing a regulatory interest rate amount set at 36% so that it does not take advantage of other businesses, tax payers, employers, government, credit agencies in our community. Working with the former legislator, he talks about the impact on businesses. He says, "Nationally, store-front borrowers declare bankruptcy twice as often as the general population. If outrage on behalf of consumers is not enough to spur action, take a look at all the other constituencies that have taken a hit from the high store-front lending cost. For businesses, recent

independent research shows that high cost store-front lending depresses business and kills jobs. All the money wasted on loan fees and interest would likely have been spent with local stores and services. One researcher estimates the economy losses and that of \$24 for every \$100 spent on pay day loan fees, New Mexicans spend about \$100 million on high cost store-front loans in 2012 alone.”

Commissioner Straface moved to approve Resolution No. 2014-42 in support of interest fee caps on small loan companies in New Mexico. Commissioner Sikes seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

17. Consider, and act upon, approving the involvement to the U.S. Mayor's Campaign to End Bullying. (Susie Galea, Mayor)

Mayor Galea said that in 2012 the commission did sign a resolution to create an Anti-Bullying Coalition within the City which would enable such a group. I brought this to the commission as part of my commitment to the commission that I would not sign on to any nationwide letters of mayors support as I had in the past. It frustrated some commissioners when I signed on with the US Mayors Campaign for the Freedom to Marry, and so I bring this to the commission that there be approval that I also sign on to the US Mayors Campaign to End Bullying.

Commissioner Hernandez said he had a question for her. Did you read the resolution? Mayor Galea said yes she read the resolution.

Commissioner Hernandez said I support this and all aspects of it, but I cannot support you being our person that basically goes to this. Mayor Galea said she would not be attending events; this would be City based. I am not attending anything outside the City in support of Anti-Bullying; Anti-Bullying month is the month of October.

Commissioner Hernandez said ok. I'm just, it's just my opinion that I would not support at this point you being involved in this. Mayor Galea asked you would support a commissioner signing onto the National Mayors list campaign to end bullying?

Commissioner Hernandez said if you read the resolution, and Mayor Galea interrupted to ask which part he did not agree with. He said the second 'Whereas'. Mayor Galea said ok, and she read, "Whereas, bullying consists of a pattern of intentional conduct, including physical, verbal, written or electronic communication, that creates a hostile environment and substantially interferes with another person's physical or psychological well-being and that is: motivated by an actual or perceived personal characteristic, including race, national origin, marital status, sex, sexual orientation, gender identity, religion, ancestry, physical attribute, socioeconomic status, familial status or a physical or mental ability or disability; or threatening or seriously intimidating..." and she said I don't understand why there's some concern with that portion of the resolution.

Commissioner Hernandez said well, in the recent, you have been very guilty of this, and actually in my career, you are actually the biggest bully I've ever worked with.

Mayor Galea said ok; you are entitled to your opinion, and I'm sorry you feel that way.

Commissioner Straface wanted to make sure we are liaisoning with the School District in this and they'll have representatives on this. Mayor Galea said yes.

Mayor Pro-Tem Rentschler asked where it talks about the School District. Mayor Galea said it talks about the Mayor partnering with the school so that there would be city-wide awareness of the Anti-Bullying Campaign. Mayor Pro-Tem Rentschler asked if weren't already in the middle of that. Mayor Galea said no, sir.

Commissioner Straface said the School District is involved in Anti-Bullying. Commissioner

Hernandez said it is on the last big sentence. Commissioner Straface said it is a major focus of the School District, Anti-Bullying right now. This probably would support that, I'm guessing. Mayor Galea said yes, it would support the schools.

City Manager Stahle said I need to point out that the resolution you all are referring to is Resolution 2012-16; that is already adopted by the commission. Commissioner Straface said yes. The City Manager said you are already in work with the School District on Anti-Bullying.

Mayor Galea said I am asking that I answer back the letter dated August 6th that starts out "Dear Mayor", talking about the impact of bullying and it is in request that there being over 180 mayors registered for the campaign in 39 states with more signing up each week. I ask that the commission would approve that I would also sign on.

Mayor Pro-Tem Rentschler said again, we are already involved in this resolution from 2012-16, it predicates us to that.

Mayor Galea said will you give me approval to sign on?

Mayor Pro-Tem Rentschler said I was just asking the question, when you said we were not, I was surprised at that. I was just clarifying.

Commissioner Straface asked to comment. If the commission already approved this, than I think we automatically are on it. I don't know if you need a resolution. Mayor Galea said no resolution is needed; just an approval that I, it would be a motion to approve the involvement to the US Mayors Campaign to End Bullying. I brought this as a good-faith effort because I did make a commitment to this commission that I would not sign-on to any national letters as I had in the past without discussing with the commission.

Commissioner Sikes said does that mean we need to take action. Mayor Galea said she would appreciate if I were to receive approval from the commission, I would readily sign-on to this national campaign with the other 180 mayors.

Commissioner Sikes said then I would say based on the fact that we've already passed the resolution, it's already something we're doing, we already have a cooperative effort going with the local school district, we all know that bullying is a bad thing, I don't see a problem with allowing you to sign a letter that just puts you in a larger group supporting the end of bullying. So I would say that we let you sign the letter.

Commissioner Sikes moved to let Mayor Galea sign the letter to the U.S. Mayor's Campaign to End Bullying. Commissioner Turnbull seconded the motion. Motion carried with a vote of 5-2-0. Commissioner Hernandez and Mayor Pro-Tem Rentschler voted nay.

A-2. Consider, and act upon, Resolution No. 2014-21 declaring an emergency in the City of Alamogordo related to the recent heavy rain fall. [Roll call vote required] (Mikel Ward, Fire Chief)

Fire Chief Ward and Deputy Chief Jim LeClair came forward to give an overview. Fire Chief Ward said that following the heavy monsoon rains and our discussion Thursday, we are asking that you sign a resolution declaring an emergency in Alamogordo relating to the flooding.

Mayor Pro-Tem Rentschler asked Fire Chief Ward what the value of the damage was so far. Fire Chief Ward said complete damage assessments aren't in, but we are roughly at about \$80,000 damage and clean-up, about \$20,000, give or take in emergency response, about another \$130,000 in FEMA improvements.

Mayor Pro-Tem Rentschler asked what the threshold was. Fire Chief Ward told him there is a county-wide threshold, and I'm sorry I don't have that number. It's a little over \$200,000. City Manager Stahle said it is \$206,000, and Fire Chief Ward thanked him. Fire Chief Ward went on to say that county threshold is then combined at the state level for FEMA threshold and then it goes off to FEMA for declaration.

Commissioner Straface moved to approve Resolution No. 2014-21 declaring an emergency in the City of Alamogordo related to the recent heavy rain fall. Commissioner Turnbull seconded the motion. Roll call vote was taken by the Clerk. Motion carried with a vote of 7-0-0.

A-3. Consider, and act upon, a request for a Utility Bill abatement for the property located at 1418 Juniper Dr. (Robert Rentschler, Requestor)

Mayor Pro-Tem Rentschler presented his item. He explained he brought this and I realize this is within the Staff's level of preview; they certainly could have mitigated at this level. In lieu of recent events with the public and with Water Billing and what have you, I figured I needed to bring it myself and the full commission needs to hear this and approve this. My water bill was near \$1,076 and some amount. I actually got this call from city staff while I was in California that I was going to have an exceedingly high water bill, and would I like them to turn my water off. I said sure, let them turn it off if we're over \$1,000. So, you'll see, too, there should be a repair bill in here. I used the same contractor to repair it that's been actually installing our meters. It was perplexing to me when I realized what had happened. On this, and I've shared this with the staff who will listen to me, this meter replacement program we've got going on has been problematic. All of you, I would guess, have heard this before. There have been a lot of meters they are putting in that are a little bit larger and they're trying to shove the pipe. Although, so far what I hear is, well, they weren't even around your house. What I do know is that it was plumbed and scheduled for PVC, did it myself, fit really good, there wasn't a problem with it, and because of the amount of problems we've had with this, and I guess we'll have an agenda item in the next city commission meeting that will address this, that there have been a lot of these things breaking. I really believe my meter, my waterline was broken by this contractor; I can't prove that, but I believe it. What I'm asking for here tonight is I'm asking that we do what we do for any other citizen that showed up to the Water Department down there with their bill for \$1,200 and they say I've got a receipt and I had it repaired and it was a leak. That's what I'm asking for this evening here.

Mayor Galea said for the record, for those who would reference it back in the future, it is page 217 in the agenda book, where the receipt is found.

Commissioner Hernandez moved to approve a request for a Utility Bill abatement for the property located at 1418 Juniper Dr. Commissioner Turnbull seconded the motion. Motion carried with a vote of 6-0-1. Mayor Pro-Tem Rentschler abstained.

A-5. Discussion and possible Action regarding Potential Travel for the Mayor to attend the Air Force Association, Outstanding Airmen of the Year banquet on September 15-18, 2014, in Washington, D.C. (Susie Galea, Requestor)

Removed by motion at the beginning of the meeting.

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

Mayor Galea announced the Boards and Committees with current vacancies and appointed Blaza Madrid to the Mayor's Committee on Aging; Karen Hutchison to the Public Library Advisory Board; Nina Walker Saenz to the Senior Volunteer Programs Advisory Council; Karen Hutchison to the Public Library Advisory Board; and Nina Walker-Saenz to the Senior Volunteer Programs Advisory Council.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

1) City Manager Stahle reminded everybody the Cottonwood Festival is this weekend and if you get a chance, go by. I thought it should be fun; unfortunately, I'm going to be out of town, but I hope everybody else makes it. That's all I have.

REMARKS AND INQUIRIES BY THE CITY COMMISSION**Mayor Galea commented on the following:**

Mayor Galea remarked that there was a letter I received recently from members of the Department of the Customer Service Billing Department, and they were concerned with my remarks I had made in the newspaper related to the August 4th article where I had sighted that I felt personally that in my opinion it was stealing, what had transpired between Armando Ortega and those accounts and utility billing, and they were also frustrated with my remarks in the emails sighting my agreement with a citizen that a criminal investigation should be pursued. And if I have caused anyone any hurt feelings or if I have caused any ill will, that was not my intent and I apologize if anyone has any hurt feelings from my remarks. That is all I will say on that matter.

EXECUTIVE SESSION (Roll Call Vote Required)

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

- **Sale, Acquisition, or Disposal of Real Property (Housing Authority Properties)**
- A-4. Sale, Acquisition, or Disposal of Real Property (Alvillar)**

Commissioner Hernandez moved to adjourn into Executive Session to discuss Sale, Acquisition, or Disposal of Real Property (Housing Authority Properties and Alvillar) at 8:22 p.m. Commissioner Baldwin seconded the motion. Roll call vote was taken. Motion carried with a vote of 7-0-0.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Galea reconvened the meeting at 8:53 p.m.

- 19. Consider, and act upon, any action that may be needed as a result of the Executive Session.**

Mayor Galea said that for the record we must state that no action was taken in Executive Session and all discussion was limited to items stated on the agenda for Executive Session, with exception to the item of Sale and Acquisition or Disposal of Real Property for the Housing Authority Properties was not discussed in this Executive Session, but would be moved to a future date.

Commissioner Hernandez moved to approve the Mayor's statement. Commissioner Straface seconded the motion. Motion carried with a vote of 6-1-0. Mayor Pro-Tem Rentschler voted nay.

Mayor Pro-Tem Rentschler said he would like to see us do it a different way.

ADJOURNMENT

Mayor Pro-Tem Rentschler moved to adjourn at 8:54 p.m. Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-1-0. Commissioner Straface voted nay.

Mayor Susie Galea

ATTEST:

City Clerk Reneé L. Cantin

(Prepared by Nancy Jacobs, Deputy Clerk)

Approved at the Regular Meeting held on September 9, 2014.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: Sept. 9, 2014 **Report Date:** August 15, 2014 **Report No:** 3

Submitted By: Robert Duncan **Approved For Agenda:** ~~RC~~
Police Chief

Subject: Consider, and act upon, an Agreement with Alamogordo Public Schools related to School Resource Officers .

Fiscal Impact: \$139,869.45
Amount Budgeted: \$139,869.45
Fund: General Fund (011)

Recommendation: **Approve agreement between the City of Alamogordo & the Alamogordo Public Schools**

Background: The professional service contract for security and safety services at APS is the agreement between the City of Alamogordo and APS for the School Resource Program.

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

These uniformed officers are law enforcement personnel who will provide safety, security and other law enforcement related duties during the school year. The intent is not to be police enforcement officers for the Alamogordo Public Schools. It is intended to provide a positive atmosphere in the spirit of the community-policing concept.

This agreement shows APS paying 50% of four school officers' expenses, which include salary and benefits and other costs funded in Fund 11 (0114704). The total revenues to be received from APS are \$139,869.45, which will be receipted into Fund 11 (011-0000-314.13-57). This is to be billed in quarterly increments.

Reviewed By:

City Attorney _____	City Clerk <u>RC</u>	Community Development _____	Community Services _____
Finance <u>JM</u>	Housing Authority _____	Planning _____	Personnel _____
Public Works _____	Purchasing _____	Assistant City Manager _____	Public Safety <u>JW</u>

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

PROFESSIONAL SERVICES CONTRACT

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

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

IT IS THEREFORE AGREED BY THE PARTIES:

1. The City shall provide four full-time certified, experienced, uniformed Police Department Officers to be stationed at the secondary schools during the upcoming 2014-2015 school year. These officers are assigned and shall be supervised by the Community Relations Supervisor of the Alamogordo Police Department. These officers are herein referred to as School Resource Officers (SRO).
2. During the time period that the regular school year is not ongoing, these officers will perform other law enforcement related duties.
3. The District may still request additional uniformed services from the City when the need arises. The request for these events needs to originate from the APS Superintendent, APS Chief of Staff, APS Athletic Director, APS Safety Assistant, or other Superintendent designee. These additional requests are for special activities and functions, including but not limited to the following:
 - A. Sporting Events
 - B. Graduation
 - C. Truancy Court
4. These uniformed SROs are law enforcement personnel who will provide safety, security and other law enforcement related duties during the school year. The SROs intent is not to be policy enforcement officers for the District. It is intended to provide a positive atmosphere in the spirit of the community-policing concept. This agreement does not limit the District, at any time, from hiring other personnel for the purpose of security.

5. The District will provide office space at all secondary schools for the sole use of the assigned SROs. Said office space shall contain adequate amenities to include heating, cooling, dedicated telephone(s) and access to the District server for purpose of access to Alamogordo Police Department reporting and/or e-mail systems.
6. The compensation of these SRO positions is to be paid mutually and reflects approximately 50% of the total costs for the City of Alamogordo and the Alamogordo Public School District. The City shall, prior to July 1, 2014, determine the four officers' annual salaries, benefits and any other agreed upon costs; i.e., overtime. In the event a workman's compensation claim is made, the workman's compensation will be solely the responsibility of the City of Alamogordo.

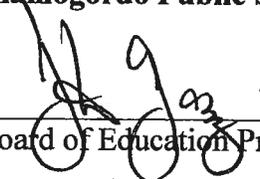
For this contract period, the District will reimburse the City in the amount of \$139,869.45. The costs will initially be paid by the City, and reimbursement shall be in quarterly installments from the District on September 1, 2014; December 1, 2014; March 1, 2015 and June 1, 2015.

7. Should the need arise for specialized training, special days off, or leave during the school year, the SRO will be responsible for notifying their respective school administration and the Community Relations Unit Supervisor. During these absences, a substitute SRO may be provided, if staffing levels allow. When a substitute SRO is not provided the school shall contact APD for assistance.
8. The Alamogordo Police Department shall provide a monthly SRO activity report by school site where SROs are assigned. The report is a statistical report obtained from crimes reported, arrests, juvenile referrals, accidents, traffic and non traffic citations issued, school requested overtime assignments and any other information the Department would deem worthy of reporting. The report will not include information not to be released under current legal guidelines. The report will be submitted to the APS Chief of Staff no later than the 15th of each month.
9. The School shall provide SROs access to the District video surveillance system as permitted by law. Currently, the District shall allow officers to view law enforcement related incidents on the system and may obtain copies of those incidents for investigational purposes by a duly authorized subpoena or court order.
10. The terms of this Contract, and any subsequent renewal thereof, are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the New Mexico Department of Education for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature, this Contract shall terminate, without any penalty or damages whatsoever against the District, upon written notice being given by the District to Contractor. The District's decision as to whether sufficient appropriations and authorizations are available shall be accepted by Contractor and shall be final.

11. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
12. The District and the City are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.
13. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to action of the respective party or of its officials, agents and employees pursuant to this Agreement. Any and all claims by third parties resulting from this Agreement are subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA 1978, as amended.
14. Within 60 days after the effective date of this agreement, the school administration or representative and the Community Relations Supervisor shall meet to outline work duties of the SROs for the 2014-2015 school year.
15. This Agreement for Services shall become effective on July 1, 2014, and continue through June 30, 2015.

Alamogordo Public School District

City of Alamogordo



 Board of Education President

 Mayor

Date: 18 Jun 14

Date: _____

ATTEST:


 Board of Education Secretary

ATTEST:

 Renee Cantin, City Clerk

Date: _____

Date: _____

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 9, 2014 **Report Date:** August 27, 2014 **Report No:** 4

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

Subject: Consider, and act upon, Resolution No. 2014-44 approving the submission of an application to the New Mexico Department of Transportation – Aviation Division for maintenance at the Alamogordo – White Sands Regional Airport, in the amount of \$11,110 with a required match of \$1,111.

Fiscal Impact: \$1,111 City Match
Amount Budgeted: \$11,110.00
Fund: Line Items: 91-0006-459.33-05 & 91-0006-459.44-17
 Project Number: AP1501

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

Background: The City of Alamogordo for the past three (3) years has applied for the New Mexico Department of Transportation – Aviation Division Maintenance Grant to assist with maintenance costs at the White Sands Regional Airport. The funds from this competitive grant, if awarded, will be used to purchase herbicide for weed removal along the airport fence line and weed control for the dirt runway, to purchase wind socks, and approximately 1,575 pounds of crack sealer. The City is requesting \$9,999 of grant funding with a ten percent local match of \$1,111 for a total project cost of \$11,110.00.

Please note: Project AP1501 currently has a budget amount of \$8,283. A budget revision will follow after the grant is approved.

Reviewed By:

City Attorney <u>DP</u>	City Clerk <u>RC</u>	Community Development _____	Community Services _____
Finance <u>DP</u>	Housing Authority _____	Planning _____	Personnel _____
Public Works _____	Purchasing _____	Assistant City Manager <u>DP</u>	Public Safety _____

RESOLUTION NO. 2014-44

A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) – AVIATION DIVISION FOR MAINTENANCE AT THE ALAMOGORDO – WHITE SANDS REGIONAL AIRPORT, IN THE AMOUNT OF \$11,110 WITH A REQUIRED MATCH OF \$1,111.

WHEREAS, the City of Alamogordo, New Mexico (“Governing Unit”) is an incorporated municipality within the State of New Mexico and is fully authorized to operate a municipal airport under Section §3-39-1, NMSA 1987; and,

WHEREAS, the New Mexico Department of Transportation (MDOT) – Aviation Division has offered the Governing Unit an opportunity to apply for the 2014 NMDOT Airport Maintenance Grant Program to receive a level of assist in the maintenance cost of the Alamogordo White Sands Regional Airport; and,

WHEREAS, the City Commission of the City of Alamogordo deems it to be in the best interest of the City to apply for set grant in order to defray the cost of:

- a. the maintenance of the Automated Airport Weather Station (AWOS),
- b. the weed and brush abatement along the airport fence line and runways,
- c. the purchase of Wind stocks, and
- d. the purchase of crack sealer.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, THAT

Section 1. The City of Alamogordo, through its governing body, hereby approves the Airport Maintenance Grant Program application; and,

Section 2. By approving the NMDOT - Airport Maintenance Grant Program application, the City Commission is also approving a ten (10) percent local match in the amount of \$1,111, as required by NMDOT Airport Maintenance Grant Program; and,

Section 3. The City Commission directs staff to undertake the necessary steps to prepare and submit the NMDOT Airport Maintenance Grant application to NMDOT; and,

Section 4. the City Commission directs and designates the City Manager, or his/her successors and designees to act as the official representative(s) in all matters related with this application; and,

PASSED APPROVED AND ADOPTED this _____ of _____ 2014.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

Susie Galea, Mayor

ATTEST:

Renee L. Cantin, City Clerk

APPROVED AS TO FORM;

Stephen P. Thies, City Attorney

DATE

Apr 15, 2014

STATE GRANT AGREEMENT FOR AIRPORT PROJECTS



AVIATION DIVISION

Sponsor

City of Alamogordo

Respond to:
NMDOT - AVIATION DIVISION
PO Box 9830
Albuquerque, NM 87119
505-244-1788 phone
505-244-1790 fax

Contract No. _____

Project No. _____

Vendor No. _____

Expiration Date _____

Purchase Order No: _____

PROJECT AGREEMENT

This Project Agreement / Application is between , New Mexico (Sponsor) and The State of New Mexico, acting through the New Mexico Department of Transportation, Aviation Division (Division) for the purpose of carrying out the provisions of Section 64-1-13, NMSA 1978 of the Aviation Act (Act) and Sections 3-39-1 et. seq., NMSA 1978 of the Municipal Airport Law

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

SECTION ONE - PURPOSE

The purpose of this Agreement / Application is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an airport or aviation project at

Based on the Sponsor's request, the Division has granted state funding to pay % of the Sponsor's share of all allowable costs for the project.

Project Description:

The site of development is more particularly described on the property map, attached as "Exhibit A"

Items of work, cost and source of funds as stated in "Exhibit B", of this Agreement.

FUNDING

	STATE	SPONSOR	OTHER	TOTAL
\$	<input type="text" value="9,999"/>	\$ <input type="text" value="1,111"/>	\$ <input type="text" value="0"/>	\$ <input type="text" value="11,110"/>

ROUND TO THE NEAREST DOLLAR

SECTION TWO - PROJECT FUNDING

1. The funding for this project is set forth in EXHIBIT B.
2. The maximum obligation of the State payable by the Division under this Agreement is set forth in EXHIBIT B.
3. Funding approved under this Agreement / Application shall be paid subject to the availability of funds from the the State Aviation Fund. Any unexpended portion of funds subject to this agreement shall revert to the State Aviation Fund.

SECTION THREE - SPONSOR SHALL

1. Pay all costs, perform all labor, and supply all material, except as described in EXHIBIT B of this Agreement, for the purpose as described in SECTION ONE.
2. Provide a representative from its organization who shall serve as the single point of contact for the Division.
3. Maintain in force a **Maintenance Resolution** by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for its effectuation.
4. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
5. Be responsible for all design and pre-construction activities.
6. Initiate and cause to be prepared all necessary documents including plans, specifications, and estimates (PS&E), and reports for this Project.
7. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
8. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. The work will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).
9. Notify the Division when the plans and specifications are sufficiently complete for review.
10. Make no changes in design or scope of work without documented approval of the Aviation Division.
11. Advertise for and contract for the construction of the Project.
12. Require the Engineer to prepare a final detail estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Division in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.

13. The Sponsor shall submit to the Division one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
14. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this Agreement, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this Agreement. The Sponsor shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such State share shall be approved in advance by the Division.
15. The Sponsor shall, upon reasonable notice, allow the Division the right to inspect the project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being satisfactorily complied with. If such inspection discloses a failure to substantially meet such requirements and standards as, agreed to by the Division, the Division may terminate payment or payments until a mutually satisfactory remedy is agreed upon.

SECTION FOUR - DIVISION SHALL

1. Assign a contact person for this project.
2. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
3. The Division shall not provide an extensive check of any plans submitted by the Sponsor. Acceptance of plans by the Division does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

SECTION FIVE - BOTH PARTIES AGREE

1. If upon termination of this Agreement there remain any properties, materials or equipment belonging to the Division, the Sponsor shall account for the same and dispose of them as directed by the Division.
2. The allowable costs of the Project shall not include costs determined by the Division to be ineligible for consideration under the Act.
3. The expenditure of any State money is subject to approval by the Division.

4. The Local Governments Road Fund, established pursuant to Section 67-3-28.2, NMSA 1978, shall not be used to administer this project.
5. A Sponsor that has received a distribution pursuant to Section 67-3-28.2, NMSA 1978, may not use this distribution to meet its match required for this project.

SECTION SIX - DISPOSITION OF PROPERTY

1. **Disposition of Property** - Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes and must be stored at the airport.

SECTION SEVEN - REPRESENTATIONS

The Sponsor hereby represents and certifies the following by signing this Agreement:

1. **Legal Authority** - The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) to accept, receive and disburse grants of funds from the State of New Mexico in aid of the Project; and (3) to carry out all provisions stated in this "Grant Agreement for Airport Projects."
2. **Defaults** - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
3. **Possible Disabilities** - The Sponsor states, by execution of this Agreement, there are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
4. **Land** - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

SECTION EIGHT - ASSURANCES

The Sponsor hereby covenants and agrees with the Division the following by signing this Agreement

1. The Sponsor agrees that it will operate the airport receiving aid under this application for the use and benefit of the public on fair and reasonable terms, and without unjust discrimination.
2. The Sponsor specifically agrees that it will keep said airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes: **provided**, that the Sponsor establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport;

3. The Sponsor agrees that in its operation of the airport and all facilities. Neither it nor any person or organization occupying space on facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility provided for the public on the airport; and further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis to all users thereof.
4. The Sponsor will operate and maintain in a safe and serviceable condition the airport and all facilities connected therewith which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
5. The Sponsor will, by acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
6. The Sponsor agrees that no landing fee shall be charged any owner or operator of aircraft using said airport; which would be in violation of Section 64-1-16, NMSA 1978, as amended.
7. If said airport is on private land, the Sponsor shall attach a duly executed agreement permitting public use of this land for airport purposes without limit as to time, titled "Exhibit C".
8. The Sponsor agrees to comply with the New Mexico Aviation Act and the rules and regulations promulgated there under.
9. The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the New Mexico Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

SECTION NINE - COMPLIANCE WITH LAW

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the project.

SECTION TEN - THIRD PARTY BENEFICIARY CLAUSE

This Agreement is not intended by any of the provisions of any of its parts to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit for wrongful death, bodily and or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION ELEVEN - COMPLIANCE WITH EMPLOYMENT LAW AND COOPERATION WITH DEPARTMENT INVESTIGATIONS

The Sponsor shall comply with all applicable Federal, State, and Department laws, regulations and policies, including, but not limited to laws governing, civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Sponsor shall furnish all information and reports required by, or pursuant to, the rules, regulations, and policies of the Department, and will permit access to, and the interview of, its employees, and the, except for legally privileged material, examination and copying of its employee records by investigators for the Department's Equal Opportunity Programs Bureau, Office of Inspector General, and Risk Management Bureau, the New Mexico Attorney General's Office, the New Mexico Department of Labor, and all branches of the United States Department of Transportation; and will otherwise fully cooperate with all such investigations.

SECTION TWELVE - NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, 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 the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Sponsor and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION THIRTEEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

SECTION FOURTEEN - REIMBURSEMENTS

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed to the Sponsor. The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the Agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Claims for reimbursement requests shall be completed on a (State) form A-1159, Request for Reimbursement.

Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Division reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

SECTION FIFTEEN - AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

SECTION SIXTEEN - TERM

The Agreement shall not take effect until executed by all of the parties hereto. This Agreement shall not exceed two (2) years. This agreement shall expire two (2) years from complete execution.

SECTION SEVENTEEN - TERMINATION

If the Sponsor fails to comply with any provision of this Agreement, the Division has the option to terminate this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of this Agreement.

SECTION EIGHTEEN - MERGER

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

SECTION NINETEEN - SEVERABILITY

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION TWENTY - AMENDMENT

This Agreement shall not be altered, modified, or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

SECTION TWENTYONE - RATIFICATION AND ADOPTION

The Sponsor's execution of this Agreement is evidence of acceptance of the offer of state funding from the Division and ratification and adoption of the terms and conditions of this Agreement, including but not limited to all assurances, statements, representations, warranties and covenants herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND YEAR WRITTEN BELOW

Recommended by AVIATION DIVISION

New Mexico Department of Transportation

By: _____
Aviation Division Director or
Designee

By: _____
Cabinet Secretary or
Designee

Date: _____

Date: _____

SPONSOR:

City of Alamogordo

PRINT NAME

By: _____

Date: _____

Approved as to form and legal sufficiency by the NMDOT Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

EXHIBIT B PROJECT COSTS

GRANTEE City of Alamogordo

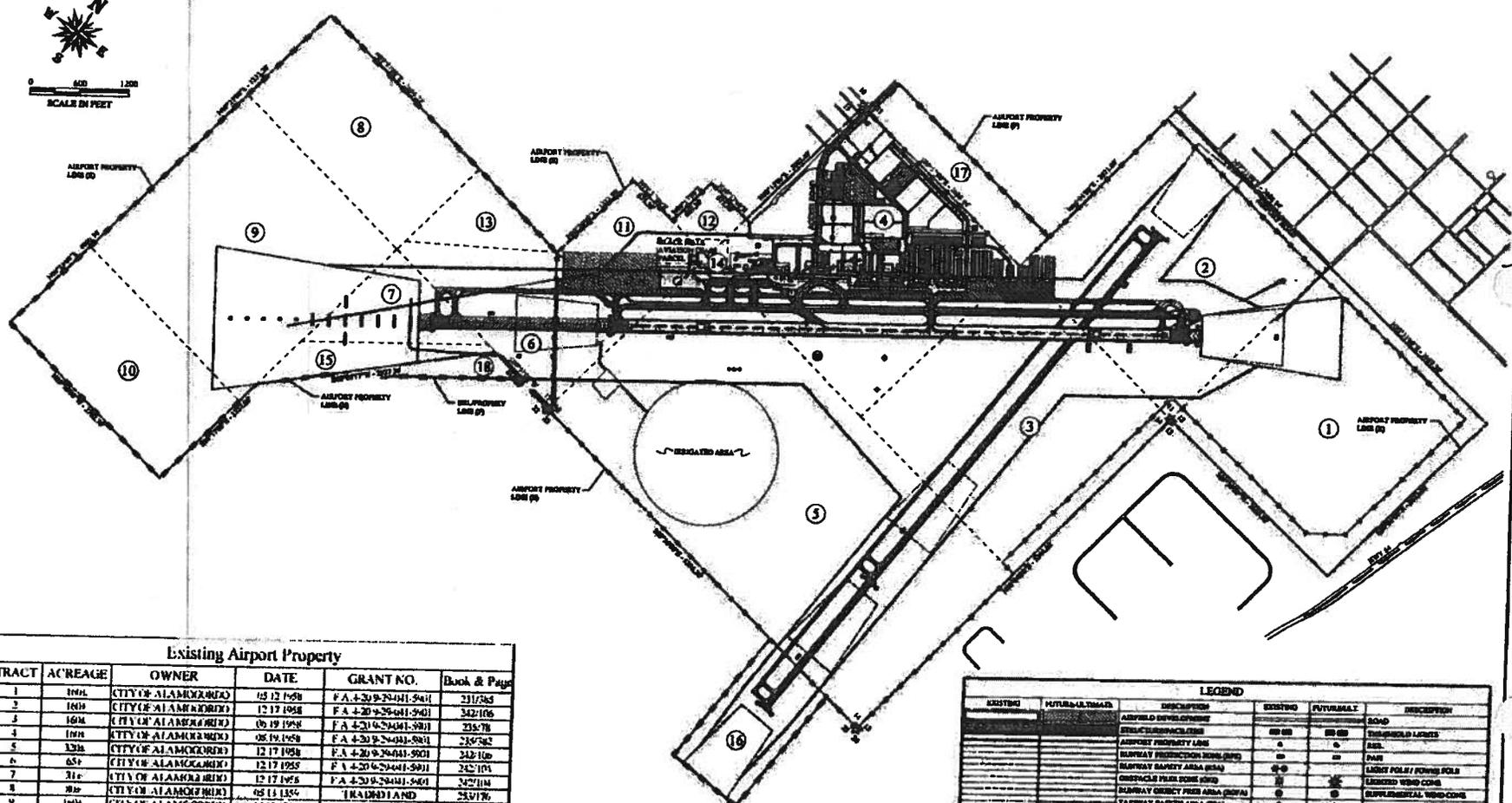
ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
1	AWOS Maintenance	\$ 3,019	\$ 335	\$	\$ 3,354

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
2	Herbicide to treat brush along airport fence line, weed control for dirt runway	\$ 5,576	\$ 620	\$	\$ 6,196

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
3	Wind Socks 1 @ 36X144, 2 @ 18X72	\$ 153	\$ 17	\$	\$ 170

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
4	Crack Sealer, 1,575 pounds	\$ 1,251	\$ 139	\$	\$ 1,390

TOTALS	\$ 9,999	\$ 1,111	\$	\$ 11,110
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Existing Airport Property

TRACT	ACREAGE	OWNER	DATE	GRANT NO.	Book & Page
1	1000	CITY OF ALAMOGORDO	05 12 1958	F.A. 4-20-9-24041-5401	231/283
2	1000	CITY OF ALAMOGORDO	12 17 1958	F.A. 4-20-9-24041-5401	242/106
3	1600	CITY OF ALAMOGORDO	06 19 1958	F.A. 4-20-9-24041-5401	235/78
4	1000	CITY OF ALAMOGORDO	06 19 1958	F.A. 4-20-9-24041-5401	235/543
5	3200	CITY OF ALAMOGORDO	12 17 1958	F.A. 4-20-9-24041-5401	242/106
6	65+	CITY OF ALAMOGORDO	12 17 1958	F.A. 4-20-9-24041-5401	242/106
7	31+	CITY OF ALAMOGORDO	12 17 1958	F.A. 4-20-9-24041-5401	242/106
8	80+	CITY OF ALAMOGORDO	05 11 1956	TRADE LAND	254/176
9	1000	CITY OF ALAMOGORDO	05 11 1956	TRADE LAND	254/176
10	80+	CITY OF ALAMOGORDO	05 11 1956	TRADE LAND	254/176
11	30+	CITY OF ALAMOGORDO	12 17 1958	F.A. 4-20-9-24041-5401	242/106
12	10+	CITY OF ALAMOGORDO	12 17 1958	F.A. 4-20-9-24041-5401	242/106
13	15+	CITY OF ALAMOGORDO	02 25 1992	TRADE RELEASE	730/759
14	6 5/8	IN ACK THILL'S AVIATION	02 25 1992	TRADE FOR 15 ACRES	
15	16 9/12	TRINAMALLY	01 17 2005	AIP 3-35-6001-19	1178/131-132

Property To Be Acquired

16	11+	CITY OF ALAMOGORDO	BLUNWAY EXTENSION
17	30+	GURREY & HUBBARDSON	DEVELOPMENT EXPANSION
18	9-	SHAMALAY	BLUNWAY EXTENSION

LEGEND		
EXISTING	FUTURE/ULTIMATE	DESCRIPTION
---	---	AIRFIELD DEVELOPMENT
---	---	AIRPORT PROPERTY LINE
---	---	AIRWAY RESTRICTION LINE (ARL)
---	---	AIRWAY SAFETY AREA (ASA)
---	---	OBSTACLE FREE ZONE (OFZ)
---	---	AIRWAY OBJECT FREE AREA (OFA)
---	---	TAXIWAY SAFETY AREA (TSA)
---	---	TAXIWAY OBJECT FREE AREA (TOFA)
---	---	LANDING RESTRICTION LINE (LRL)
---	---	PARCELS
---	---	ENCLOSURE
---	---	OBSTACLE
---	---	OVERHEAD POWER LINE
---	---	ROAD
---	---	THRESHOLD LIGHTS
---	---	SEAL
---	---	PAVE
---	---	LIGHT POLE / POWER POLE
---	---	LANDING ZONE CONE
---	---	SUPERSEDED ZONE CONE
---	---	AIRPORT INSURANCE POINT (AIP)
---	---	AIRPORT BRANCH
---	---	ENGINEER'S CORNER
---	---	AIRCRAFT YARDING
---	---	SURVEY CONTROL
---	---	RAIL
---	---	WATER

ARMSTRONG CONSULTANTS, INC.
 AIRPORT ENGINEERING, PLANNING & ENVIRONMENTAL STUDIES
 811 Road Avenue
 Grand Junction, CO 81501
 PH 970-242-0101 FAX 970-241-1749

ALAMOGORDO - WHITE SANDS
 REGIONAL AIRPORT
 ALAMOGORDO, NEW MEXICO
 AIRPORT LAYOUT PLANS

Project No: 04090
 Date: 04/20/05
 Revision: 04/20/05
 Drawn: JDB
 Checked: BPC
 Approved: DAC

1	Added Remaining lots for Parcel 15	DLJ/AM	JAC
1	Checked Tables A, B, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z	DLJ/AM	JAC
1	Checked	DLJ/AM	JAC

EXHIBIT "A"
 PROPERTY MAP

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 9, 2014 **Report Date:** August 19, 2014 **Report No:** 5

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

Subject: Consider, and act upon, award of IFB No. 2014-05 to Basin Air, Inc. related to the HVAC Replacement – Alamogordo Senior Center project, in an amount not to exceed \$38,726.05, including tax.

Fiscal Impact: \$38,726.05

Amount Available: \$0.00 *

Fund: 071-8116-445.63-91

Recommendation: Approve the award.

Background: The work will consist of removing and replacing two (2) 12.5 ton HVAC units and one (1) make-up air unit at the Alamogordo Senior Center.

The project was advertised on August 3, 2014. Bids were opened on August 19, 2014 at 2:00 p.m. with six (6) responsive bidders: Basin Air, Inc.; MGS Refrigeration, Heating, & Cooling; Mevacon, LLC; Sun City Plumbing & Heating; Rhoades Co; and C&E Industrial Services, Inc.

Please refer to the attached bid tabulation.

* Budget revision being processed at a later date in the amount of \$49,808.00.

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
HVAC REPLACEMENT - ALAMOGORDO SENIOR CENTER
IFB BID NO. 2014-05
AUGUST 19, 2014 2:00 PM
PURCHASING DEPARTMENT CONFERENCE ROOM

ITEM NO.	QUANTITY	DESCRIPTION	Basin Air, Inc.	MGS Refrigeration, Heating, & Cooling	Mevacon, LLC	Sun City Plumbing & Heating	Rhoades Co.	C&E Industrial Services, Inc.
			Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
Base Bid 1	1 Lump Sum	Remove and replace two each 12.5 ton HVAC units and one each make-up air unit	\$35,899.00	\$42,024.00	\$49,940.05	\$54,108.00	\$61,650.44	\$64,081.00
		NMGRT 7.875%	\$2,827.05	\$3,309.39	\$3,932.78	\$4,261.01	\$4,854.97	\$5,046.38
		Total	\$38,726.05	\$45,333.39	\$53,872.83	\$58,369.01	\$66,505.41	\$69,127.38

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 9, 2014 **Report Date:** August 29, 2014 **Report No:** 6

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

Subject: Consider, and act upon, award of RFQ No. 2014-03 for Engineering and Design Services to Livingston Associates, P.C. for the Water Service Line Replacement – White Sands Blvd. project

Fiscal Impact: \$50,000 Estimated - Agreement to be negotiated
Amount Available: \$800,000
Fund: 081-9303-465.67-70 UC1401

Recommendation: Award RFQ No. 2014-03 for Engineering and Design Services to Livingston Associates, P.C. for the Water Service Line Replacement – White Sands Blvd. project and approve negotiation of the professional Engineering Services Agreement.

Background: This project involves the planning, design, permitting, and construction phase services for the replacement of approximately 40 water service lines at White Sands Blvd. between 1st St. and 10th St.

The RFQ for Engineering and Design Services was advertised on July 20 and 27, 2014. Five (5) responsive proposals were received on August 21, 2014 in response to RFQ 2014-03: Livingston Associates, P.C.; Wilson & Company; Sullivan Design Group; Weston Solutions; and Ideals, Inc.

As a result of the evaluation process, Livingston Associates, P.C. was selected for award. The RFQ and the submitted proposals are available in the City Clerk's office. The composite score sheet is attached.

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 _____

RFQ No. 2014-03- Water Service Line Replacement - White Sands Blvd.

	Livingston Associates										Wilson & Company									
FACTOR	1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	10
Evaluator #1	22	16	7	5	5	7	8	8	5	5	21	17	8	4	5	8	8	8	5	5
Evaluator #2	25	20	9	5	5	9	10	9	5	5	23	20	8	5	5	8	10	9	5	5
Evaluator #3	20	19	9	5	5	8	8	9	3	5	20	18	7	5	5	9	9	9	5	5
Evaluator #4	22	16	7	5	5	8	8	7	5	5	21	15	6	5	5	8	7	7	5	5
Total	89	71	32	20	20	32	34	33	18	20	85	70	29	19	20	33	34	33	20	20
Vendor total	369										363									

	Sullivan Design Group										Weston Solutions									
FACTOR	1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	10
Evaluator #1	21	17	7	2	5	6	7	6	5	10	20	14	6	3	5	6	8	7	5	5
Evaluator #2	21	17	8	3	5	8	7	8	5	10	20	16	8	3	5	7	7	8	5	5
Evaluator #3	18	15	6	1	5	3	5	6	0	10	10	10	2	2	5	5	4	7	0	5
Evaluator #4	17	13	5	3	5	5	5	6	5	10	17	13	5	4	5	5	6	7	5	5
Total	77	62	26	9	20	22	24	26	15	40	67	53	21	12	20	23	25	29	15	20
Vendor total	321										285									

	Ideals, Inc.									
FACTOR	1	2	3	4	5	6	7	8	9	10
Evaluator #1	21	17	8	5	5	7	8	8	5	0
Evaluator #2	18	14	6	5	5	6	6	6	5	0
Evaluator #3	15	8	4	2	5	7	6	7	1	0
Evaluator #4	18	14	5	5	5	4	6	6	5	0
Total	72	53	23	17	20	24	26	27	16	0
Vendor total	278									

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 9, 2014 **Report Date:** August 26, 2014 **Report No:** 7

Submitted By: Bob Johnson **Approved For Agenda:** 
Contract Coordinator

Subject: Consider, and act upon, award of RFQ No. 2014-06 for Architectural, Engineering, and Design Services to Lee Gamelsky Architects P.C. for the Family Entertainment Center project

Fiscal Impact: \$400,000 Estimated - Agreement to be negotiated
Amount Available: \$5,880,000
Fund: 121-6199-990.60-01 PW1513

Recommendation: Award RFQ No. 2014-06 for Architectural, Engineering, and Design Services to Lee Gamelsky Architects P.C. for the Family Entertainment Center project and approve negotiation of the professional Architectural Services Agreement.

Background: This project will be for the Family Entertainment Center which will include up to a 24-lane league-certified bowling alley, restaurant and bar, and arcade area. In March 2014, voters passed a General Obligation Bond Measure to fund the design and construction of this facility.

The RFQ for Design Services was advertised on June 29 and July 6, 2014. Four (4) responsive proposals were received on August 12, 2014 in response to RFQ 2014-06: Lee Gamelsky Architects, P.C.; Williams Design Group, Inc.; Vision Architecture Group/Nichols Naylor Architects; and Atkin Olshin Schade Architects.

As a result of the evaluation process, Lee Gamelsky Architects P.C. was selected for award. The RFQ and the submitted proposals are available in the City Clerk's office. The composite score sheet is attached.

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 _____

CITY OF ALAMOGORDO
 COMPOSITE SCORE SHEET
 FAMILY ENTERTAINMENT CENTER
 AUGUST 12, 2014
 RFQ NO. 2014-06

Factor	Available Points per Vendor	5 Committee Members	Lee Gamelsky Architects	William Design Group	Vision Architecture Group	Atkin Olshin Schade
1	150	Technical Competence	127	120	122	99
2	150	Capacity & Capability	134	123	124	89
3	75	Past Record of Performance	71	61	66	52
4	50	Approach to providing the Services	46	36	33	33
5	25	Familiarity with the Alamogordo & Otero County Area	20	23	20	13
6	25	Amount of work that will be produced within the state	24	25	13	22
7	25	Current Value of Work with City of Alamogordo	25	25	25	25
	50	Additional Preference Points - Veterans, Instate or Local	25	25	0	25
Total Available	550	Accumulated Score	472	438	403	358
Total Rank			1	2	3	4

	Lee Gamelsky Architects								William Design Group								Vision Architecture Group							
FACTOR	1	2	3	4	5	6	7	8	1	2	3	4	5	6	7	8	1	2	3	4	5	6	7	8
Evaluator #1	28	28	14	9	4	5	5	5	27	28	13	8	4	5	5	5	27	26	12	7	4	3	5	0
Evaluator #2	28	28	15	10	4	5	5	5	21	21	10	8	5	5	5	5	27	27	15	9	5	3	5	0
Evaluator #3	30	29	15	10	4	5	5	5	22	20	11	7	5	5	5	5	28	28	15	7	5	3	5	0
Evaluator #4	26	24	12	8	3	5	5	5	25	24	12	5	4	5	5	5	20	18	12	5	5	3	5	0
Evaluator #5	15	25	15	9	5	4	5	5	25	30	15	8	5	5	5	5	20	25	12	5	1	1	5	0
Total	127	134	71	46	20	24	25	25	120	123	61	36	23	25	25	25	122	124	66	33	20	13	25	0
Vendor total	472								438								403							

	Atkin Olshin Schade Architects							
FACTOR	1	2	3	4	5	6	7	8
Evaluator #1	27	25	12	8	3	5	5	5
Evaluator #2	19	18	10	8	3	5	5	5
Evaluator #3	20	20	10	7	3	5	5	5
Evaluator #4	18	16	13	5	3	5	5	5
Evaluator #5	15	10	7	5	1	2	5	5
Total	99	89	52	33	13	22	25	25
Vendor total	358							

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: Sept. 9, 2013

Report Date: Sept. 2, 2013

Report No: 8

Submitted By: Reneé Cantin
City Clerk

Approved For Agenda: 

Subject: Approve the incorporation into the minutes of the Governing Body the final approval by the NM Department of Finance and Administration of the City's final budget for the 2014-2015 Fiscal Year.

Recommendation: Approve the incorporation into the minutes.

Background: As shown on the attached letter, the Department of Finance and Administration has granted approval of the City of Alamogordo Municipal Budget for Fiscal Year 2014-2015. This action is required to comply with Section 6-6-5, New Mexico Statutes Annotated, 2010 Compilation.

Reviewed By:

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

SUSANA MARTINEZ
GOVERNOR

THOMAS E. CLIFFORD, PH.D.
CABINET SECRETARY



WAYNE SOWELL
DIRECTOR

JESSICA LUCERO
ASSISTANT DIRECTOR

RECEIVED

AUG 25 2014

CITY CLERK

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ Suite 201 ♦ Santa Fe, NM 87501
PHONE (505) 827-8051 ♦ FAX (505) 827-4948

August 20, 2014

The Honorable Susie Galea
Mayor
City of Alamogordo
1376 9th Street
Alamogordo, NM 88310-5855

Dear Mayor Galea:

The final budget of your local government entity for Fiscal Year 2014-15, as approved by your governing body, has been examined and reviewed. We find it has been developed in accordance with applicable statutes and budgeting guidelines. Sufficient resources appear to be available to cover budgeted expenditures.

In accordance with Section 6-6-2-(E) NMSA 1978, the Local Government Division (Division) certifies your final FY 2014-15 budget. *The Budget Certification Rule*, 2.2.3 NMAC, requires that your most recent audit that should have been submitted to the Office of the State Auditor as of this time for FY 2012-13. Our information indicates that you are in compliance with this requirement.

Budgets approved by the Division are required to be made a part of the minutes of your governing body according to Section 6-6-5 NMSA 1978. In addition, Section 6-6-6 NMSA 1978 provides that the approved budget will be binding on local officials and governing authorities. Any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for such claims and warrants allowed.

Furthermore, state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Use of public revenue is further governed by Article 9, Section 14 of the Constitution of the State of New Mexico, commonly referred to as the Anti-donation clause.

Finally, please be advised that approval by the Division is required by Section 6-6-2 (G) (H) NMSA 1978, of all transfers between funds and all budget increases.

If you have any questions, please call me at (505) 827-8060.

Sincerely,

A handwritten signature in black ink that reads "Elise M. Mignardot".

Elise M. Mignardot
Budget and Finance Analyst

cc: Commission
City Manager
L. Nichols
K. Gilsdorf

MUNICIPALITY:
City of Alamogordo

DATE 08/20/2014

New Mexico Department of Finance and Administration
Local Government Division
Budget Request Recapitulation
ROUNDED TO NEAREST DOLLAR

Fiscal Year 2014-2015

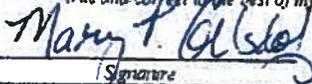
BY *Elise M. Mendenhall*

FUND TITLE	FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @JULY 1	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
GENERAL FUND - Operating (GF)	101	\$1,351,754	\$5,630,830	15,992,059	(6,514,996)	13,258,028	\$3,201,619	1,104,836	\$2,096,783
CORRECTION	201	\$138,640	\$44,603	226,112	427,243	660,395	\$176,203		\$176,203
ENVIRONMENTAL GRT	202	\$30,283	\$1,749,007	1,020,495	(988,408)	631,159	\$1,180,218		\$1,180,218
EMS	206	\$0	\$0	0	0	0	\$0		\$0
ENHANCED 911	207	\$0	\$0	0	0	0	\$0		\$0
FIRE PROTECTION FUND	209	\$122,156	\$188,190	501,434	0	738,851	\$72,929		\$72,929
LEPF	211	\$15,838	\$84,386	171,323	0	175,767	\$95,781		\$95,781
LODGERS' TAX	214	\$72,506	\$208,108	734,684	(41,344)	871,927	\$102,027		\$102,027
MUNICIPAL STREET	216	\$70,356	\$3,761,377	2,710,615	(1,982,522)	2,426,460	\$2,133,366		\$2,133,366
RECREATION	217	\$290,000	\$201,724	682,453	2,769,577	3,713,576	\$230,178		\$230,178
INTERGOVERNMENTAL GRANTS	218	\$0	\$0	0	0	0	\$0		\$0
SENIOR CITIZEN	219	\$249,985	\$0	1,309,483	300,044	1,730,294	\$129,198		\$129,198
DWI PROGRAM	223	\$0	\$0	0	0	0	\$0		\$0
OTHER	299	\$555,170	\$1,986,413	1,704,215	(994,057)	755,650	\$2,496,091		\$2,496,091
CAPITAL PROJECT FUNDS	300	\$321,357	\$27,794,440	25,984,615	1,128,636	40,287,083	\$14,941,965		\$14,941,965
G. O. BONDS	401	\$9,172	\$624,044	714,092	0	738,285	\$609,023		\$609,023
REVENUE BONDS	402	\$7,696	\$1,151,276	10,497	2,222,759	2,222,759	\$1,169,469		\$1,169,469
DEBT SERVICE OTHER	403	\$0	\$426,715	0	2,507,651	2,507,651	\$426,715		\$426,715
ENTERPRISE FUNDS	500								
Water Fund		\$1,402,409	\$10,534,117	9,673,538	(3,929,732)	13,132,986	\$4,547,346		\$4,547,346
Solid Waste		\$217,029	\$22,915	2,027,562	56,897	1,879,955	\$444,449		\$444,449
Waste Water		\$0	\$0	0	0	0	\$0		\$0
Airport		\$198,980	\$74,257	160,696	(9,501)	276,902	\$147,530		\$147,530
Ambulance		\$0	\$0	0	0	0	\$0		\$0
Cemetery		\$0	\$0	0	0	0	\$0		\$0
Housing		\$0	\$0	0	0	0	\$0		\$0
Parking		\$0	\$0	0	0	0	\$0		\$0
Bonito Lake		\$2,778	\$87,456	7,308,353	1,416,768	8,544,594	\$270,761		\$270,761
Golf Course		\$39,592	\$86,218	1,579,191	180,473	1,534,697	\$350,777		\$350,777
Other Enterprise (enter fund name)		\$0	\$0	0	0	0	\$0		\$0
Other Enterprise (enter fund name)		\$0	\$0	0	0	0	\$0		\$0
INTERNAL SERVICE FUNDS	600	\$420,687	\$0	306,840	3,452,877	4,163,771	\$16,633		\$16,633
TRUST AND AGENCY FUNDS	700	\$1,776,643	\$4,785,654	2,543,961	(2,365)	3,382,746	\$5,721,147		\$5,721,147
Grand Total		\$7,293,032	\$59,441,729	\$75,362,198	\$0	\$103,633,536	\$38,463,423	\$1,104,836	\$37,358,587

11.724 71.1

**Department of Finance & Administration / Local Government Division
Law Enforcement Protection Fund Carryover Request Form
(this form must accompany the final budget submission)**

Entity Name: City of Alamogordo
 Contact Name: Mary Gilsdorf
 Contact Title: Administrative Manager
 Contact Phone Number: 575-439-4300
 Contact E-mail Address: mgilsdorf@ci.alamogordo.nm.us

I hereby certify that the information presented on this form is true and correct to the best of my knowledge.

 Signature: _____ Date: 7-6-14

We hereby request approval from the Department of Finance & Administration / Local Government Division (DFA/LGD) to carryover the following balance from the Law Enforcement Protection Fund (LEPF) distribution:

Current Fiscal Year:	<u>FY2013/2014</u>
Current Distribution Amount:	<u>\$64,800.00</u>
Balance on June 30th*:	<u>\$3,344.68</u>

If the carryover is approved, we will be expending the balance in the succeeding fiscal year for the following allowable uses:

Succeeding Fiscal Year: FY2014/2015
(This is the fiscal year that balance will be carried over to)

Allowable Uses (pursuant to LEPF Rule, 2.110.3 NMAC)

During FY 14, we encumbered some of the LEPF funds for equipment and supplies toward the end of the fiscal year. Some of the items were received on time, but we did not receive the invoices before the City closed their books for payments. These items included uniforms, raffle products and vehicle equipment. We also had some advanced training costs encumbered but did not receive the invoices. Due to these delays, we are requesting to carry over the balance to cover these expenses.

*The June 30th balance should only be from the LEPF distribution and not include any other revenue sources. If the June 30th balance is greater than the total distribution amount for the current fiscal year, then the entity has a balance left over from a prior fiscal year's carryover. Balances can only be carried over for one subsequent year. Therefore, the balance calculated below that is from a prior fiscal year's carryover must be reverted to the State of New Mexico.

Calculated Reversion Amount

Balance on June 30th:	<u>\$3,344.68</u>
Balance on June 30th from prior fiscal year:	<u>\$64,800.00</u>
Reversion Due to State:	<u>None</u>

Reversion Instructions

A check made payable to the "State of New Mexico, Department of Finance & Administration" for the Reversion Due to State amount above should be mailed to the following address:

Brenda L. Swazo-Giles Budget & Finance Analyst
 DFA Local Government Division
 Bataan Memorial Building Suite 201
 Santa Fe, NM 87501

If you have questions on this form, please call (505) 827-4127.

Pursuant to the LEPF Rule, 2.110.3.10C, New Mexico Administrative Code, "The distributions from the fund are to be used, not accumulated. Fund balances may be carried over to a succeeding fiscal year only with prior written approval from the local government division."

FOR DFA/LGD USE ONLY: Approved: Yes No Approved Carryover Amount: \$ 3,344.68

**APPROVED
LOCAL GOVERNMENT DIVISION**

DATE: 8/19/14

 BY: _____
 DEPARTMENT OF FINANCE AND ADMINISTRATION



City of Alamogordo



Margaret S. Denson
Chief Executive Officer
Zia Therapy Center, Inc.
900 First Street
Alamogordo, NM 88310

August 26, 2014

RE: Public Transportation Contract Services One Year Extension Notice

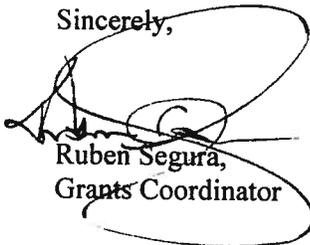
Dear Ms. Denson:

I have been asked by the City Manager, James R. Stahle, to communicate to you through this letter that the City of Alamogordo is interested in extending its transportation services with Zia Therapy Center, Inc. for an additional one (1) year period in accordance with the "Extended Term" option provision in Section 3 - of the contract agreement.

As you may be aware, the contract for public transportation services will terminate on September 30, 2014. Nevertheless, the City is interested in extending the term of the agreement for an additional one year period and is hereby proving notice of its intent. The City of Alamogordo City Commission approved in its Fiscal Year 2015 Budget a maximum compensation amount of \$109,989.20 for this period; \$99,989.20 for the Fixed Route Services and \$10,000.00 for the Pilot Program. This extension is predicated on the condition that Zia Therapy, Inc. will keep the \$1.00 pilot program fare increase it originally established at the beginning of the contract and that Zia Therapy, Inc. continues to receive funding for the pilot program from New Mexico Department of Transportation.

The City plans to formally present this item in front of City Commission in the September 9, 2014 City Commission regular meeting for approval. Feel free to contact Mr. Stahle at (575) 439-4203 or myself at (575) 439-4245, if you have any questions or concerns in this matter.

Sincerely,



Ruben Segura,
Grants Coordinator

1376 E. Ninth Street, Alamogordo, NM

Telephone (575) 439-4203

Fax (575) 439-4396

CONTRACT FOR PUBLIC TRANSPORTATION SERVICES

THIS AGREEMENT is entered into by the CITY OF ALAMOGORDO, NEW MEXICO, a New Mexico municipal corporation (the "City"), having offices at 1376 East Ninth Street, Alamogordo, NM 88310 and Zia Therapy Center, Inc., a New Mexico non-profit corporation (the "Contractor") having offices at 900 First Street, Alamogordo, New Mexico.

In consideration of the promises and agreements set forth, the City and contractor agree:

1. **Scope and Description of Services:** Contractor will perform in a timely fashion for the benefit of the City the following public transportation service as described in Exhibit A on the days and hours identified. The equipment to be provided by the Contractor will be sufficient to provide the required service.

Contractor shall at all times maintain vehicles in good mechanical condition in conformity with all applicable safety regulations, and will keep all vehicles in clean condition, subject to inspection by City at all times. The Contractor warrants that it now has and will continue to have during the term of this agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state, or local, which authorize or empower the operation of subject service.

Contractor will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used, and have received appropriate safety training. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance.

Contractor shall display appropriate signs designating route and/or service area.

2. **Terms of payment for services:** The City shall pay to Contractor, as full payment for all services to be performed by Contractor pursuant to this agreement, a maximum compensation of \$109,989.20 during the Initial Term as hereafter described. Compensation for the Fixed Route services, as described in Exhibit A, shall not exceed the sum of \$99,989.20 during the Initial Term. Contractor shall invoice the City of Alamogordo monthly for an amount equal to fifty percent (50%) of operating expenses during the Initial Term, plus twenty percent (20%) of administrative costs during that same period. Terms are net 30 days. Compensation for the Pilot Program, as described in Exhibit A, shall be \$10,000 during the Initial Term. As a condition of receiving this payment, Contractor shall provide sufficient proof that the fares for the Pilot Program have been increased by \$1.00 over the one-way fare (\$2.00 for the round trip fare) charged to riders of this route during Contractor's fiscal year that ended on September 30, 2013. Payment is further conditioned upon receipt by Contractor of funds from the New Mexico Department of Transportation for the Pilot Program. Payment for the Fixed Route services in any Extended Term, as hereinafter defined, is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations

between the parties from year to year pursuant to Paragraph 1, Scope of Work. Contractor acknowledges and agrees that the City is under no obligation to provide any further funding to the Contractor for the Pilot Program beyond the expiration of the Initial Term.

3. Effective Date/Term: The initial term of this agreement will commence when both parties have signed it (the "Commencement Date"). The date this agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement. This Agreement shall terminate on September 30, 2014 (the "Initial Term"), unless otherwise terminated pursuant to the provisions contained 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 ("Extended Term"). The preliminary notice does not commit the City 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 eight (8) years if the Agreement is more than \$50,000 (per fiscal year), as set forth in Section 2-13-200 of the City Purchasing Ordinance.

4. Contract Documents: Each of the following described Contract Documents, copies of which are attached or incorporated by reference, form a part of this Agreement:

Exhibit A: Certificate of Insurance

Exhibit B: The response to RFP No. 2013-011 received from the Contractor, dated November 5, 2013 *(to the extent that the terms do not contradict or conflict with the terms and conditions of this contract)*

5. Amendments: Both City and Contractor shall have the option to implement minor route changes upon thirty (30) days written notice to the other party. Service changes, requiring additional compensation will be implemented following written agreement by both parties as to proper compensation to be paid to Contractor. Similarly, both parties shall have the option to reduce service after written agreement by both parties.

With the exception of the above, this Agreement constitutes the entire agreement between the parties. Any proposed change in this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6. Reports: Contractor shall submit quarterly reports to the city showing the vehicles used, the passengers carried, the vehicle days and hours of service and miles traveled, total vehicle mileage, revenue collected, maintenance costs, operating and

Administrative costs as well as costs and operating costs per passenger trip, per vehicle hour and per vehicle mile, as well as passengers per vehicle mile and administrative costs as a percentage of total costs. Reports similar to those currently provided to Contractors grantee will be acceptable. Contractor shall supply the City with a copy of it's annual audit, within thirty (30) days of acceptance of said audit by the Contractor's Board of Directors. In addition, the City of Alamogordo shall have the right, on thirty (30) days notice to inspect and/or audit the books and records of the Contractor regarding this contract.

7. **Agreement:** This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of the City and Contractor. Any successor to Contractor's rights under this Agreement must be approved by the City. Any successor will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to succession. Assignment of any portion of the work by subcontract must be approved in advance by the City, in writing.

8. **Insurance:** Contractor shall carry and keep in force business auto liability insurance covering the use, maintenance and operation of its vehicles in amounts not less than the following:

\$1,000,000 combined single limit of liability each occurrence for Bodily Injury Liability and Property Damage Liability.

Upon execution of this agreement Contractor shall present certificates of insurance coverage. Contractor shall have City named as an additional insured on its policies.

Contractor shall assume liability for, and hold harmless the city and City's successors, assigns, officers, directors, employees and agents from any liabilities, obligations, losses, damages, claims, or costs, incurred by or asserted against City, resulting from any of the following: the failure of Contractor to operate service in conformance with law; the violation by the Contractor of any of the provisions of this Agreement; any act or failure to act by any officer, director, employee or agent of the Contractor; any injury to any person, loss of life, or loss or destruction of property arising out of or relating to operation of the bus services. This does not apply if the loss claimed is caused by the negligence or other act or failure to act of the City or it's employees, or agents. The City will promptly notify Contractor in writing of any claim or liability which the City believes to be covered under this paragraph. The City shall tender and Contractor shall promptly accept tender of defense in connection with any claim or liability which Contractor has agreed in writing that, based on the face of the claim or liability, City is entitled to indemnification under this paragraph; provided, however, that City shall be kept informed of the status of the proceeding, shall be promptly furnished with copies of all documents filed or served by plaintiffs, and shall be furnished in advance with copies of all documents proposed to be filed or served on its behalf by defense counsel. In the event that Contractor, within thirty (30) days after receipt of notice from City of a claim or liability which City believes to be covered under this

paragraph, fails to advise City in writing that the Contractor agrees that City is entitled to indemnification under this paragraph, based on the face of such claim, City may retain its own counsel and present its own defense in connection with such claim or liability. The City, without first obtaining approval of the contractor, shall not settle or compromise any claim, suit, action or proceeding in respect to which the Contractor has agreed in writing that City is entitled to indemnification under this paragraph. Notwithstanding anything in this Agreement to the contrary, the indemnities contained in this paragraph shall survive termination of this Agreement.

10. Non-collusion: Contractor warrants and represents that it has not paid nor agreed to pay any bonus, commission, fee or gratuity to any employee or official of the City or to any other Contractor for the purpose of obtaining this Agreement.

11. Conflict of Interests: Contractor warrants 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 or services required under the Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or public employee have been followed.

12. Appropriations: Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Commission of the City of Alamogordo making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Commission, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

13. Notices: All notices required pursuant to this Agreement shall be in writing and shall be served upon the parties at the address listed in this Agreement. Delivery to an officer authorized to receive notices or the mailing of the notice by registered mail, return receipt requested, shall be sufficient service.

14. Governing Laws: This Agreement shall be interpreted under and governed by the laws of the State of New Mexico.

15. Compliance with Laws: Contractor agrees to comply with all applicable statutes, ordinances and regulations of the United States, the State of New Mexico and the City of Alamogordo. Any contract executed in violation of the terms and condition of the purchasing regulations of the City shall be null and void as to the City.

16. Civil Rights Requirements:

16.1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

16.2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

17. **Headings:** The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Date: 1/14/2014

By: Robert Rentschler
Robert Rentschler, Mayor

ATTEST:

Renee L. Cartin
Renee L. Cartin, City Clerk

ZIA THERAPY CENTER, INC.

Date: 1/14/2014

By: Margaret D. Benson
Its: Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

Stephen P. Thies
Stephen P. Thies, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 09-09-14

Report Date: 08-27-14

Report No: A-2

Submitted By: Jason Richards

Approved For Agenda: ~~JS~~

Subject: Consider Resolution No. 2014-47 approving the New Mexico Department of Tourism Litter Control and Beautification grant.

Fiscal Impact: \$12,000

Amount Budgeted: \$12,000

Fund: 037-0000-317-1609 Project #SP1503

Recommendation: Approve the resolution.

[Roll call vote required]

Background: The Keep Alamogordo Beautiful (KAB) Grant for fiscal year 14/15 KAB Grant has been awarded for \$12,000.

Reviewed By:

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

RESOLUTION 2014-47

**A RESOLUTION SUPPORTING THE
NEW MEXICO DEPARTMENT OF TOURISM
LITTER CONTROL AND BEAUTIFICATION GRANT**

WHEREAS, the Alamogordo City Commission recognizes the need for education to eradicate litter, promote waste management, and natural resource conservation and to improve the community through beautification projects within the City of Alamogordo; and,

WHEREAS, the New Mexico Litter Control and Beautification Act of 1985 provides, through the New Mexico Department of Tourism, a Litter Control and Beautification Section for the allocation of public funds in the form of grants for the purpose of educating the community, enhancing local litter control projects and beautification/community improvement programs; and,

WHEREAS, the governing body of the City of Alamogordo seeks to receive grant funding from the New Mexico Department of Tourism for education, litter eradication projects and beautification/community improvement programs.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Alamogordo that the litter control and beautification/community grant is hereby supported and endorsed.

DONE this 9th day of September, 2014.

CITY OF ALAMOGORDO
a New Mexico municipal corporation

ATTEST:

Susie Galea, Mayor

Reneé L. Cantin, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

**LITTER CONTROL & BEAUTIFICATION
GRANT AGREEMENT**

THIS AGREEMENT, made and entered into on the date of last signature by a party below, is by and between the STATE OF NEW MEXICO, NEW MEXICO TOURISM DEPARTMENT, hereinafter referred to as "Department" and the City of Alamogordo, hereinafter referred to as "Public Entity".

RECITALS

WHEREAS, the purpose of the "New Mexico Litter Control and Beautification Act," NMSA 1978, §§ 67-16-1 to -14 (1985, as amended through 2001), hereinafter referred to as the "Act," is to control litter by authorizing Department to eliminate litter from the State to the maximum practical extent through a State-coordinated plan of education, control, prevention, and elimination;

WHEREAS, Section 67-16-12 (B) (3) of the Act provides that Department may allocate up to fifty percent (50%) of the funds generated annually by the Act to local governments to establish and sustain local keep America beautiful system programs;

WHEREAS, Section 67-16-12 (B) (4) of the Act provides that Department may allocate up to sixty percent (60%) of fees generated annual to local governments to establish a youth employment program to aid in litter control and beautification projects;

WHEREAS, Public Entity is a local government as defined under the Act; and

WHEREAS, the parties hereto intend to fulfill the requirements of the Act through this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and pursuant to the Act, the parties agree as follows:

SECTION ONE – THE DEPARTMENT AGREES TO:

Upon its approval of the Public Entity's grant application for program resources funds and/or youth employment funds:

1. Allocate funds generated by the Act and pay to Public Entity an amount not to exceed the sum of \$ **12,000.00** (the "Funds") for Public Entity to establish or sustain a local Keep America Beautiful system program, pursuant to Section 67-16-12(B)(3) of the Act; and/or to fund a youth employment program to aid in litter control and beautification projects pursuant to Section 67-16-12(B)(4) of the Act; and as stipulated by the attached Exhibit 1, Grant Award Distribution, which is incorporated herein.

2. Not reimburse the Public Entity more than fifty percent (50%) of the Funds during the first half of the fiscal year in which this Agreement is executed.

3. Reimburse funds on a quarterly basis. For the purpose of this Agreement, quarters are designated as: July through September; October through December; January through March; and April through June.

4. Review the Public Entity's written requests to reallocate funds from the program resources allocation to the youth employment allocation, based on the Public Entity's need to support local youth interests.

5. Review the Public Entity's written requests to reallocate funds from the youth employment allocation to the program resources allocation, based on the Public Entity's need to implement programs and projects.

6. Amend the Public Entity's budget if the Department approves a request to amend in writing.

SECTION TWO - PUBLIC ENTITY AGREES TO:

1. Perform and complete the Litter Control, Graffiti, Beautification, Recycling, and related community programs and tasks as in furtherance of the statewide keep America beautiful system programs, pursuant to the Act, and as further set forth in Exhibit 1 attached hereto, which is hereby incorporated herein by this reference and made a part of this Agreement as though set forth herein in full.

2. Spend the funds allocated herein as required by, and according to, the provisions of the Act and the applicable rules and regulations of the Department.

3. **Mail reimbursement requests postmarked on or before the tenth (10th) calendar day after the end of each quarter, EXCEPT FOR THE FOURTH QUARTER. Public Entity must submit its final requests for reimbursement for the fourth quarter postmarked no later than June tenth (10th), except for request on reimbursement for Youth Employment, which Public Entity may submit postmarked as late as July tenth (10th).**

4. Include *at least* the following in its requests for reimbursement to Department:

- a. A detailed accounting of expenditures of all funds allocated and paid herein by line item;
- b. Copies of detailed Public Entity purchase documents, receipts and proof of payment for equipment, materials, or supplies purchased, (including model and serial numbers, if any) necessary to perform the programs;
- c. Copies of the payroll for youth employees; and
- d. Such other information as may be required by Department.

7. Expend funds allocated under this agreement on equipment, projects, promotional programs, services, and other matters, only if they are related to litter prevention, elimination, control programs, and beautification.

8. Make reallocation requests in writing to Department.

9. Keep accounting records for the Litter Control, Graffiti, Beautification, Recycling, and related community programs and submit an accounting and performance report to Department with its final request for reimbursement.

10. Include at least the following in its performance report:

- a. An accounting of expenditures of all funds allocated and paid herein by line item;
- b. A certification that Public Entity used purchased equipment only for the purpose of fulfilling this Agreement under the Act and for no other purpose;
- c. A detailed summary of accomplishments towards the objectives and goals of the program;
- d. Any other information necessary to explain the program accomplishments; and
- e. Such other information as may be required by Department.

11. Use equipment purchased in whole or part with funds allocated and paid under this Agreement only for the anti-litter and beautification purposes required by the Act.

12. Not assign or transfer any interest in this Agreement and shall not assign any claims or money due or that may become due under this Agreement.

13. Not subcontract any portion of the services to be performed, or programs to be fulfilled and accomplished, or consultants to be hired, under this Agreement without prior written approval of Department.

14. Maintain detailed records documenting the date, time, and nature of services rendered and the progress of programs undertaken and understands that these records shall be subject to inspection by Department, the Department of Finance and Administration, and the New Mexico State Auditor. Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive illegal payment.

15. Not currently have and not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or service required of it under this Agreement.

16. Release Department, its officers, and employees, and the State of New Mexico as provided for by law from all liabilities, claims and obligations whatsoever

arising from or under this Agreement upon final payment of the amount due under this Agreement.

17. Not purport to bind the State of New Mexico to any obligation not assumed herein, unless Public Entity has written authority to do so, and then only within the strict limits of that authority.

SECTION THREE – BOTH PARTIES AGREE THAT:

1. They will strictly adhere to the requirements set forth in Department's Litter Control and Beautification Grant Requirements Rule (as amended) for grant approval, allocation, and reporting.

2. The Department will not disburse grant monies until Public Entity submits proper written documentation of its expenditures.

3. The Public Entity's requests for reallocation of funds are not valid without Department's prior written approval and that reallocations of funds do not require a formal amendment to this Agreement, provided Department does not increase Public Entity's allocation.

4. The Public Entity's illegal or unauthorized expenditures under this agreement shall constitute a debt to the State of New Mexico, owed by Public Entity, its successors, or assigns. In the case of such debt, parties agree that Department may elect to withhold or recover allocations from Public Entity, its successors, or assignees by appropriate legal action.

5. Direct costs of travel or per diem incurred by Public Entity shall be the sole responsibility of Public Entity, unless Public Entity proposes and requests direct and separate travel reimbursement and the Department gives advance approval in writing.

6. Equipment purchased through the grant described in this Agreement that has a service life longer than this Agreement shall be used for agreement purposes for the length of that equipment's service life. Before the Department reimburses the Public Entity's expenses for such equipment purchased for more than five hundred dollars (\$500.00), the parties shall agree and specify its expected service life based on the kind of equipment, amount of anticipated use, service that will be performed, and the equipment's normal service life.

7. The Public Entity's failure to submit reimbursement requests postmarked on or before the dates outlined in SECTION TWO for the first three quarters will result in a penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted for that quarter. PUBLIC ENTITIES' REQUESTS POSTMARKED AFTER THE FOURTH QUARTER DEADLINES OUTLINED IN SECTION

TWO WILL NOT BE PAID.

8. The Public Entity's records, detailing date, time, and nature of services rendered and the progress of programs undertaken shall be subject to inspection by Department, the Department of Finance and Administration, and the New Mexico State Auditor and the Department shall have the right to audit billings both before and after payment.

9. Payment under this Agreement shall not foreclose the right of Department to recover excessive illegal payment.

SECTION FOUR – AMENDMENT:

This Agreement shall not be altered, changed or amended except by a written instrument, executed by both parties.

SECTION FIVE – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

Department reserves the right to terminate this Agreement if funds appropriated by the Legislature are insufficient to fulfill its obligations under this Agreement. The Department's decision as to whether funds under the Act are sufficient for fulfillment of this Agreement shall be final.

SECTION SIX – INDEPENDENT CONTRACTOR:

Public Entity and its agents and employees are independent contractors fulfilling their obligations to Department under this Agreement and are not employees of the State of New Mexico. Public Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

SECTION SEVEN – TERM and TERMINATION:

1. This Agreement shall not take effect until executed by the parties hereto. This Agreement shall terminate on **June 30, 2015**, unless terminated pursuant to the following paragraphs of this SECTION.

2. Department may terminate this Agreement if Public Entity fails to commence program activities by the end of the second quarter of the fiscal year or if Public Entity does not comply with restrictions on its expenditures.

3. Either party may cancel this Agreement with thirty (30) days written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither party shall have any

obligation to perform services or make payment for services or specified programs rendered after such date of termination.

SECTION EIGHT – INTEGRATION:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

SECTION NINE – PUBLIC ENTITY’S ACQUIRED PROPERTY:

If upon termination or expiration of this Agreement Public Entity has any property acquired pursuant to this Agreement, then Public Entity shall only dispose of it as directed by Department.

SECTION TEN – CONTROLLING LAW:

The laws of the State of New Mexico shall govern this Agreement. The parties agree that the District Courts of the State of New Mexico have jurisdiction over any lawsuits brought by either party to enforce its rights hereunder. Venue shall be in Santa Fe County, New Mexico.

SECTION ELEVEN – UNEXPENDED AND UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance allocated by Department under this Agreement shall revert to Department.

SECTION TWELVE – INTENT OF AGREEMENT:

This Agreement is not intended by any of the provisions or any part of the Agreement to create in the public, or any member thereof, a third party beneficiary; nor is it intended to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury, damage(s) to property(ties), and/or any other claims(s) whatsoever pursuant to the provisions of this Agreement.

SECTION THIRTEEN – NEW MEXICO TORT CLAIMS ACT:

By entering into this Agreement, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to -14 (1985, as amended through 2002). This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. Public Entity and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses, and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provisions of the New Mexico Tort Claims Act.

SECTION FOURTEEN – ACCOUNTABILITY OF RECEIPTS & DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto.

SECTION FIFTEEN – EQUAL OPPORTUNITY COMPLIANCE:

Public Entity agrees to abide by all federal and state laws, rules, and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, Public Entity agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Public Entity is found to have failed to comply with these requirements during the term of this Agreement, Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION SIXTEEN – CIVIL RIGHTS LAWS AND REGULATION COMPLIANCE:

Department and Public Entity shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. Department and Public Entity further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, and the New Mexico Human Rights Act.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below specified.

New Mexico Tourism Department
"DEPARTMENT"

By: _____
Monique Jacobson, Cabinet Secretary

Date: _____

"Public Entity"

By: _____

Date: _____

Title: _____

As to form and legal sufficiency

By: _____
Erin K. McSherry, Legal Counsel

NEW MEXICO *Clean & Beautiful*

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Exhibit 1 Page 1

COMMUNITY NAME	Alamogordo	
FY15 Total Grant Award	\$ 12,000	

Focus Area								
Litter/Weed Eradication		Project Names						
Budget Line Items	County Fair and Rodeo	Cottonwood Festival	Toss No Mas	WS Pupfish, Holiday events and parades	Great American Cleanup			Total
Trash Bags	100.00	100.00	200.00	100.00	200.00			700.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
Total	\$ 100.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ -	\$ -	\$ 700.00

Focus Area								
Beautification/Graffiti		Project Names						
Budget Line Items								Total
								0.00
								0.00
								0.00
								0.00
								0.00
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Focus Area								
Education		Project Names						
Budget Line Items	Public Exposure and Classroom Presentations							Total
Promotion of Program (educational materials, presentations, logo recreation, tshirts)	1,000.00							1,000.00
								0.00
								0.00
								0.00
								0.00
								0.00
Total	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00

Page 1 Total	\$ 1,700.00
Grand Total of Projects	#####

NEW MEXICO *Clean & Beautiful*

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Exhibit 1

Page 2

COMMUNITY NAME	Alamogordo
FY15 Total Grant Award	\$ 12,000

Focus Area								
<i>Recycling</i>		Project Names						
Budget Line Items								Total
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Focus Area								
<i>Youth Employment</i>		Project Names						
Budget Line Items	<i>Median Beautification</i>	<i>KAB Interns</i>	<i>All funded litter free events</i>	<i>Curb Your Tree</i>				Total
Youth Interns	2,390.00	2,260.00						4,650.00
Youth Subcontracts			2,000.00	1,000.00				3,000.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
Total	\$ 2,390.00	\$2,260.00	\$ 2,000.00	\$1,000.00	\$ -	\$ -	\$ -	\$ 7,650.00

Focus Area								
<i>Marketing/Promotions</i>		Project Names						
Budget Line Items								Total
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Page 2	\$ 7,650.00
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Exhibit 1
Page 3

COMMUNITY NAME	Alamogordo	
FY15 Total Grant Award	\$	12,000
Focus Area & Project Name		
<i>Keep America Beautiful</i>		
Budget Line Items:		
Keep America Beautiful Materials:		
		0.00
		0.00
		0.00
		0.00
Total	\$	-
Board Development Materials:		
		0.00
		0.00
		0.00
Total	\$	-
Per Diem and Fees:		
Travel, Per Diem, and Registrations		2,500.00
Network Service Fees		150.00
		0.00
Total	\$	2,650.00
KAB Total		\$ 2,650.00

RESOLUTION NO. 2014-48

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALAMOGORDO, NEW MEXICO APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR SPECIAL APPROPRIATION PROJECT (14-L-1958) IN THE AMOUNT OF \$25,000 FOR THE DOMESTIC VIOLENCE HVAC SYSTEM PROJECT.

WHEREAS, the Board of Commissioners of the City of Alamogordo, of Otero County of the State of New Mexico seeks to enter into a Grant Agreement with the State of New Mexico Department of Finance and Administration under Special Appropriation Project 14-L-1958; and,

WHEREAS, the Special Appropriation Project 14-L-1958 funds total \$25,000; and,

WHEREAS, these funds will be utilized for the plan, design, purchase, and installation of a heating, ventilation and air conditioning system at the domestic violence shelter in the City of Alamogordo in Otero County; and,

WHEREAS, the HVAC system estimated cost is no more than \$25,000.

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 the Special Appropriation Project (SAP) grant agreement package; and,

Section 2. The City Commission directs and designates the City Manager and Assistant City Manager, or his/her successors as official representatives authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement; and,

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.

PASSED APPROVED AND ADOPTED this _____ of _____ 2014.

**CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation**

Susie Galea, Mayor

ATTEST:

Renee L. Cantin, City Clerk

APPROVED AS TO FORM;

Stephen P. Thies, City Attorney

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and City of Alamogordo, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, Chapter 66, 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, 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, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

14-L-1958

\$ 25,000.00 APPROPRIATION REVERSION DATE: June 30, 2018

Laws of 2014, Chapter 66, Section 22/147, Twenty Five Thousand Dollars and No Cents \$ 25,000.00 to plan, design, purchase and install heating, ventilation and air conditioning systems at the domestic violence shelter in Alamogordo in Otero county.

The Grantee's total reimbursements shall not exceed the appropriation amount Twenty Five Thousand Dollars and No Cents \$ 25,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, No Dollars and No Cents (\$0.00), which equals Twenty Five Thousand Dollars and No Cents (\$25,000.00) (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. 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

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

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.

- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the

particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Alamogordo
Name: Ruben Segura
Title: Grants Coordinator
Address: 1376 E. Ninth Street, Alamogordo, NM 88310
Email: rsegura@ci.alamogordo.nm.us
Telephone: (575) 439-4245
FAX: (575) 439-4103

Department: DFA/Local Government Division
Name: Ms. Karen Ramage
Title: Project Manager
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico, 87501
Email: karen.ramage@state.nm.us
Telephone: 505-827-4963
FAX: 505-827-4948

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

writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the “Reversion Date.” Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2018 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate”

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and

be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 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 monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 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 monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 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 or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;
REPRESENTATIONS AND WARRANTIES**

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

account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation 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 DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Alamogordo may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Alamogordo's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamogordo or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamogordo or DFA/LGD."

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 Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the City of Alamogordo may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Alamogordo 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]

**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
or Fiscal Agent (if applicable)**

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 13-L-1661 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: _____

RESOLUTION NO. 2014-49

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALAMOGORDO, NEW MEXICO APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR SPECIAL APPROPRIATION PROJECT (14-L-1959) IN THE AMOUNT OF \$100,000 FOR THE ALAMOGORDO FAMILY RECREATION CENTER RESTROOM PROJECT.

WHEREAS, the Board of Commissioners of the City of Alamogordo, of Otero County of the State of New Mexico seeks to enter into a Grant Agreement with the State of New Mexico Department of Finance and Administration under Special Appropriation Project 14-L-1959; and,

WHEREAS, the Special Appropriation Project 14-L-1959 funds total \$100,000; and,

WHEREAS, these funds will be utilized for the plan, design, and construct restrooms compliant with the American with Disability Act of 1990 at the Alamogordo Family Recreation Center in the City of Alamogordo in Otero County; and,

WHEREAS, the Family Recreation Center Restroom Project estimated cost is no more than \$100,000.

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 the Special Appropriation Project (SAP) grant agreement package; and,

Section 2. The City Commission directs and designates the City Manager and Assistant City Manager, or his/her successors as official representatives authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement; and,

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.

PASSED APPROVED AND ADOPTED this _____ of _____ 2014.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

Susie Galea, Mayor

ATTEST:

Renee L. Cantin, City Clerk

APPROVED AS TO FORM;

Stephen P. Thies, City Attorney

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and City of Alamogordo, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, Chapter 66, 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, 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, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

14-L-1959

\$100,000.00 APPROPRIATION REVERSION DATE: June 30, 2018
Laws of 2014, Chapter 66, Section 22/148, One Hundred Thousand Dollars and No Cents \$100,000.00 to plan, design and construct restrooms compliant with the Americans with Disabilities Act of 1990 at the family recreation center in Alamogordo in Otero county.

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Thousand Dollars and No Cents \$100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, No Dollars and No Cents (\$0.00), which equals One Hundred Thousand Dollars and No Cents (\$100,000.00) (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. 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

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

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.

- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the

particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Alamogordo
Name: Ruben Segura
Title: Grants Coordinator
Address: 1376 E. Ninth Street, Alamogordo, NM 88310
Email: rsegura@ci.alamogordo.nm.us
Telephone: (575) 439-4245
FAX: (575) 439-4103

Department: DFA/Local Government Division
Name: Ms. Karen Ramage
Title: Project Manager
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico, 87501
Email: karen.ramage@state.nm.us
Telephone: 505-827-4963
FAX: 505-827-4948

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

writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2018 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate"

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and

be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 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 monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 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 monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 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 or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;
REPRESENTATIONS AND WARRANTIES**

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

account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation 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 DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Alamogordo may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Alamogordo's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamogordo or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamogordo or DFA/LGD."

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 Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the City of Alamogordo may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Alamogordo 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.

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**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
 or Fiscal Agent (if applicable)**

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 13-L-1661 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: _____

RESOLUTION NO. 2014-50

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF ALAMOGORDO, NEW MEXICO APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR SPECIAL APPROPRIATION PROJECT (14-L-1960) IN THE AMOUNT OF \$200,000 FOR THE PURCHASE AND EQUIPPING OF VEHICLES FOR THE ALAMOGORDO POLICE DEPARTMENT.

WHEREAS, the Board of Commissioners of the City of Alamogordo, of Otero County of the State of New Mexico seeks to enter into a Grant Agreement with the State of New Mexico Department of Finance and Administration under Special Appropriation Project 14-L-1960; and,

WHEREAS, the Special Appropriation Project 14-L-1960 funds total \$200,000; and,

WHEREAS, these funds will be utilized to purchase and equip vehicles for the Police Department in the City of Alamogordo in Otero County; and,

WHEREAS, the purchase and equipping of the vehicles for the police department estimated cost is no more than \$200,000.

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 the Special Appropriation Project (SAP) grant agreement package; and,

Section 2. The City Commission directs and designates the City Manager and Assistant City Manager, or his/her successors as official representatives authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement; and,

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.

PASSED APPROVED AND ADOPTED this _____ of _____ 2014.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

Susie Galea, Mayor

ATTEST:

Renee L. Cantin, City Clerk

APPROVED AS TO FORM;

Stephen P. Thies, City Attorney

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and City of Alamogordo, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, Chapter 66, 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, 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, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

14-L-1960

\$200,000.00 APPROPRIATION REVERSION DATE: June 30, 2016

Laws of 2014, Chapter 66, Section 22/149, Two Hundred Thousand Dollars and No Cents \$200,000.00 to purchase and equip vehicles for the police department in Alamogordo in Otero county.

The Grantee's total reimbursements shall not exceed the appropriation amount Two Hundred Thousand Dollars and No Cents \$200,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, No Dollars and No Cents (\$0.00), which equals Two Hundred Thousand Dollars and No Cents (\$200,000.00) (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. 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

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

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.

all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Alamogordo
Name: Ruben Segura
Title: Grants Coordinator
Address: 1376 E. Ninth Street, Alamogordo, NM 88310
Email: rsegura@ci.alamogordo.nm.us
Telephone: (575) 439-4245
FAX: (575) 439-4103

Department: DFA/Local Government Division
Name: Ms. Karen Ramage
Title: Project Manager
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico, 87501
Email: karen.ramage@state.nm.us
Telephone: 505-827-4963
FAX: 505-827-4948

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2016 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 monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 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, whichever 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 monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The

Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 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 or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party

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

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

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;
REPRESENTATIONS AND WARRANTIES**

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

Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation 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 DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

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

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

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

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 Department of Finance and Administration, Local Government Division (DFA/LGD) Grant

Agreement. Should the DFA/LGD early terminate the grant agreement, the City of Alamogordo may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Alamogordo 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]

**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)

(Jul-Dec)

Fiscal

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
or Fiscal Agent (if applicable)**

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 13-L-1661 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: _____

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 09, 2014 **Report Date:** September 3, 2014 **Report No:** A-6

Submitted By: Matt McNeile **Approved For Agenda:** 

Subject: Consider, and act upon, approving Resolution 2014-51 to accept an FAA Grant to construct the 2200' runway extension at the White Sands Regional Airport in an amount up to \$6.5 million

Fiscal Impact: Project cost will be up to 6.5 million when complete (Under FAA Review)

Amount Budgeted: Budget revision in process

Recommendation: Approve Resolution No. 2014-51. **[Roll call vote required]**

Background: City Staff is working with Delta Airport Consultants, Inc. and the New Mexico Department of Transportation – Aviation Division to receive a FAA grant to construct the 2,200' runway extension at the Alamogordo White Sands Regional Airport.

The total cost of the project is approximately \$6.5 million dollars for the construction, construction oversight, and payment of Gross Receipts Taxes. The FAA funds 90%, the State of New Mexico funds 5%, and the City of Alamogordo funds 5%.

The FAA has indicated that the project may be funded in two budget cycles. They currently have 4.5 million dollars budgeted for the project. Phasing the project into two budget cycles may allow for additional funding to be allocated for the project.

The project was bid utilizing two alternatives for construction. Bid alternative one (1) called for the earth work and drainage work for the runway extension to be completed followed by the paving of the runway surface and runway lighting relocation. Bid alternative two (2) only includes the earth work and drainage work for the runway extension. A new FAA grant would be applied for during the next federal fiscal year (October 2014 – September 2015) to complete the paving of the runway extension and runway lighting relocation.

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. 2014-51

**APPROVING A GRANT APPLICATION THROUGH
THE FEDERAL AVIATION ADMINISTRATION,
RUNWAY 3-21 EXTENSION CONSTRUCTION PROJECT AT THE
ALAMOGORDO-WHITE SANDS REGIONAL AIRPORT AND DESIGNATING THE CITY
MANAGER AS THE SIGNATORY AUTHORITY FOR THE CONSTRUCTION PROJECT**

WHEREAS, the City of Alamogordo is the owner and operator of the Alamogordo/ White Sands Regional Airport; and,

WHEREAS, the Federal Aviation Administration has offered a grant application for the Runway 3-21 Extension Construction project for the Alamogordo White Sands Regional Airport; and,

WHEREAS, the City Commission of the City of Alamogordo deems it to be in the best interest of the City to approve the grant application to make the improvements at the Airport.

BE IT THEREFORE RESOLVED that James Stahle, City Manager is authorized to sign any agreement related to this project.

BE IT FURTHER RESOLVED by the City Commission of the City of Alamogordo, New Mexico that the Federal Aviation Administration grant application for the Runway 3-21 Extension Construction project at the Alamogordo-White Sands Regional Airport is hereby accepted.

DONE this 9th day of September, 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

General Hydronics to cover these. It is expected that 1% of the older meter areas would have necessary repairs by the City.

Additional information will be provided at the Commission meeting.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: September 9, 2014 **Report Date:** August 29, 2014 **Report No:** 10

Submitted By: Brian Cesar, *BC* **Approved For Agenda:** *[Signature]*
Public Works Director

Subject: Consider and act upon, the dispensation of the Atari Cartridges and approve the agreement with the TBHS.

Fiscal Impact: N/A
Amount Available: N/A
Fund: N/A

Recommendation: Approve the dispensation and agreement.

Background:

The City of Alamogordo entered into a location and use agreement with Fuel Industries, Inc. on May 28th, 2013. The purpose of this agreement was to provide Fuel Industries, Inc. with access to the Old Alamogordo Landfill for preparing, filming and recording of scenes and sounds for a documentary film that centers on the Old Alamogordo Landfill, the home to Atari's E.T. the Extra-Terrestrial video game, buried in the property in 1983.

A number of Atari related cartridges and materials were removed from the old landfill area. Listings of these items were brought before Commission and Staff received direction to establish a plan of action to distribute the materials to the local museums and to dispose of the remaining items.

In conjunction with the local museums a plan of action, custody and disbursement agreement and a proposed certificate of authenticity have been prepared.

These items have been attached to the agenda report for review.

Staff is requesting approval of all three documents.

Reviewed By:

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

ATARI GAMES/COMPONENTS

PLAN OF ACTION

August 2014

The following is the Plan of Action for the care and distribution of the Atari Games/Components recovered from the Alamogordo Dump on April 26, 2014. Since the items in question are truly historical in nature, the City would enter into agreements with Tularosa Basin Historical Society and the New Mexico Museum of Space History. Both agencies working together have the expertise and resources to properly handle these items for the benefit of the City. Both agencies have acknowledged they are ready to move forward with this project.

There are two primary components of the care and distribution of these items:

1. Custody Agreement
2. Distribution Agreement

Both of these components are described in detail in the attached Scope of Work.

Attached is a timeline of the major tasks necessary to move forward on the Scope of Work.

ATARI GAMES/COMPONENTS

TIMELINE

August 2014

COMPLETE DATE	DESCRIPTION
August 26, 2014	Review proposals for assistance from the Tularosa Basin Historical Society (TBHS) and the NM Museum of Space History (NMMSH).
August 26, 2014	Approval by the City of the Certificate of Authenticity that will issued with each Atari Game/Component.
September 8, 2014	Final draft and approval of agreements with TBHS and NMMSH.
September 17, 2014	TBHS and NMMSH will complete the official inventory, cataloging and packing of the items. NMMSH will secure all the items requested by the City in their facility under the custody agreement.
September 30, 2014	TBHS and NMMSH will work together to prepare displays of the items for public viewing. Currently, there are three locations under consideration, Alamogordo City Hall, Tularosa Basin Museum of History and the NM Museum of Space History.
September 30, 2014	TBHS will prepare a few proto types of possible Commemorative Awards that the City would utilize as they see fit.
September 30, 2014	TBHS will organize the process of the Limited Edition release of Atari Games/Components. The process/procedure for this release will be presented to the City Manager or the City Commission for approval to proceed.

A brief description of how the distribution process would proceed:

- 1. City makes the determination of the number of items to be sold in this Limited Edition release.**
- 2. City and TBHS would make a final determination on the best outlay to accomplish the distribution of the items to be sold. This can be the City auction site, e-Bay or a combination multiple of outlets.**
- 3. TBHS would divide those items into a three phase release to be staged one after the other. Example: Phase 1 would release 300 games (various titles). Phase 2 would release a second group of 300 and any games remaining from Phase 1. Phase 3 would be the release the final number of games after the first 2 Phases.**
- 4. Phase 1 would be completed within 30 days of the notice to proceed. Upon completion of Phase 1, Phase 2 would start and completed within 30 days. Then phase 3 would be started and completed within 45 days. In theory as the inventory of Limited Edition games is reduced, the price should rise.**
- 5. TBHS is willing to handle the set-up, distribution, tracking and payment to the City. TBHS could have payments made to the TBHS PayPal account. TBHS would cover all expenses related to the packaging and shipping of the items. Once every 30 days, TBHS will pay 100% of the revenues collected to the City. TBHS would also submit and invoice for payment for all expenses incurred and agreed upon fee for handling the process. The recommendation is to pay TBHS 20% of the net sales of the item after deduction of the expenses incurred for the distribution process.**

CUSTODY AND DISBURSEMENT AGREEMENT

This Custody and Disbursement Agreement (this "Agreement") dated as of _____ (the "Effective Date"), is between City of Alamogordo, (City), located at 1376 9th Street, Alamogordo, New Mexico 88310 and Tularosa Basin Historical Society (TBHS) located at 1301 N. White Sands Blvd., Alamogordo, New Mexico 88310 are sometimes individually referred to as "Party" and collectively referred to as the Parties".

WHEREAS, City of Alamogordo and Tularosa Basin Historical Society desire to establish exclusive custody and disbursement agreement whereby, on behalf of the City, TBHS will take temporary custody of Atari Artifacts and Materials ("Artifacts") for exhibition and sale, for the purpose of mutual benefit. The Agreement may be modified from time to time in the form of a written instrument signed by both Parties (an "amendment"). The terms of any Amendment executed during this Agreement will be subject to the terms of this Agreement unless otherwise stipulated in the amendment.

1. SCOPE OF WORK

The Parties will undertake the work listed in Appendix A, which is hereby incorporated by reference. The Parties acknowledge that their respective obligations to undertake the work listed in Appendix A serve as good and valuable consideration for this Agreement. The objects to be placed in temporary custody are identified in Appendix B, which is hereby incorporated by reference.

2. DISBURSEMENT

The City appoints the TBHS as agent for the Artifacts assigned under this agreement for the purposes of exhibition and sale. The TBHS will not permit the Artifacts to be used for any other purposes without the written consent of the City. The TBHS shall serve as agent for the City in consideration for a percentage of profits derived from such sale. This agency shall only cover Artifacts submitted by the City while this agreement is in force and included in Appendix B, which is hereby incorporated by reference.

2. COMPENSATION

City agrees to compensate TBHS for the services provided listed in Scope of Work Appendix A. Compensation will be as outlined in Compensation, Appendix C, which is hereby incorporated by reference. TBHS shall be entitled to reimbursement within thirty

(30) days for all pre-approved expenses incurred in the performance of the duties, upon submission and approval of written statements and receipts.

3. REPORTING

Within fifteen (15) days after the end of each calendar month during the Term, the Parties will provide each other with (or provide access to) a monthly report of data that will let the other Party determine the value (traffic, completed sales, revenues, etc.) derived from individual activities as described in this Agreement. TBHS shall provide a statement for all sales of Artifacts within fifteen (15) days after the end of each calendar month of sales. The City shall have the right to inventory the Artifacts in custody of TBHS and to inspect any books and records pertaining to sales of the Artifacts.

4. LICENSES

Each Party grants to the other a non-exclusive, non-transferable, royalty-free license to use each other's trade names, trademarks, logos and service marks (collectively Marks) in connection with the performance of this Agreement. Neither Party shall use any of the Other Party's Marks for any purpose without first obtaining the prior written advance consent of the Party whose Marks are to be used. Neither Party will alter or permit alteration of, or remove or modify or permit removal or modification of, any of the Other Party's, or other identifying marks placed by the Other Party or its agents on the products or associated documentation or literature, without the Other Party's prior written approval.

Except as specifically provided in the Agreement, nothing in this agreement shall confer upon either Party any right, title or interest in any of the Marks or goodwill of the Other Party. Each Party acknowledges that the Other Party's Marks and any related goodwill are the sole and exclusive property of the Other Party, and each Party agrees not to (or cause a third party to) contest the rights of the Other Party in the Other Party's or to use any confusingly similar marks, works or symbols. At no time during or after the term of this Agreement shall either Party challenge or assist others to challenge the Other Party's

marks or the registration thereof or attempt to register any trademarks, marks or trade names that are in any way confusingly similar to the Other Party's Marks.

5. TERM AND TERMINATION

The term of this Agreement shall be 24 months from the Effective Date, unless terminated earlier pursuant to the provisions of this Agreement. This Agreement may be renewed for an additional twelve (12) month term upon mutual written agreement by the City and TBHS.

- a. Termination for Cause If either Party materially defaults in the performance of any provision of this Agreement and such default is not cured within 30 days after the non-defaulting Party gives the defaulting Party written notice of such default, the non-defaulting Party shall be entitled to terminate the Agreement immediately upon written notice of termination to the defaulting Party.
- b. Termination for Convenience Either Party may terminate this Agreement for any reason at any time after the initial Term upon thirty (30) days prior written notice without further obligation of either Party except for any outstanding payment obligations hereunder.
- c. Upon termination of this Agreement, the TBHS shall return all Artifacts and property belonging to the City within thirty (30) days.

6. WARRANTIES; DISCLAIMER

- a. Warranties. Each Party represents and warrants to the other that:
 - i. it has the full corporate right and authority to enter into this Agreement and to perform the acts required of it hereunder;
 - ii. the execution of this Agreement by such Party and the performance by such Party of its obligations and duties hereunder do not and shall not violate any other Agreement to which such Party is a Party or by which it is otherwise bound;

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iii. when executed and delivered by such Party, this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party according to its terms;

iv. such Party acknowledges that the other Party makes no representations, warranties or Agreements related to the subject matter hereof that are not expressly specified in this Agreement.

- b. Disclaimer. Except as expressly set forth herein, neither party makes and each party hereby disclaims any representations or warranties, express or implied, regarding the products and services contemplated by this agreement, including any implied warranty of no infringement, merchantability or fitness for a particular purpose or implied warranties arising from courts of dealing or course of performance.

7. INDEMNIFICATION

- a. TBHS will indemnify, defend, and hold City and its directors, officers, employees and agents harmless from any and all costs, expensed (including reasonable attorney's fees) losses, damage, or liabilities incurred insofar as such costs, expenses losses, damager or liabilities.
- b. Indemnification Procedures are the indemnified Party shall provide the indemnifying Party with prompt written notice of any such claim. The indemnifying Party shall have sole control and authority with respect to the defense and settlement of any such claim. The indemnified Party shall cooperate fully with the indemnifying Party, at the indemnifying Party's sole cost and expenses, in the defense of any such claim. The indemnifying Party shall not agree to any such claim that does not include a complete release of the indemnified Party from all liability with respect thereto or that imposes any liability, obligation or restriction on the indemnified Party without the prior written consent of the indemnified Party. The indemnified Party may participate in the defense of any claim through its own counsel, and at its own expense.

8. LIMITATION OF LIABILITY

The parties agree that in no event shall City or TBHS be liable for any indirect, incidental, special, exemplary, consequential, punitive, or other indirect damages of any nature, for any reason, including, without limitation, the breaches of this agreement or any expiration or termination of this agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if it has been advised of the possibility of such damages, in no event will either party be liable for lost profits or lost business opportunities arising out of the termination of this agreement provided, however that the foregoing limitations set forth in this Section shall not apply to actions or to any injury to persons or damages to property arising out of either party's gross negligence or willful misconduct.

9. PUBLICITY

The Parties will cooperate to create appropriate public and promotional announcements or press releases relating to the relationship set forth in the agreement. All public announcements by one Party which mention the other Party, but specifically excluding announcements which simply mention one Party as a customer or strategic marketer of the other Party, shall be subject to prior review and approval which shall not be unreasonably withheld or delayed.

Deleted:

10. **FIDUCIARY RESPONSIBILITIES.** Title to each of the Artifacts remains in the City's name until the City has been paid the full amount owing him or her for the Artifacts; title then passes directly to the purchaser. All proceeds from the sale of the Artifacts shall be held in trust for the City. The TBHS shall pay all amounts due the City before any proceeds of sales can be made available to creditors of the TBHS. The TBHS shall be strictly accountable for receipts, and shall maintain all such records for a period of six (6) years following the completion of all records.

11. MISCELLANEOUS

- a. **Notice** All notices that either Party is required or may desire to serve upon the other Party shall be in writing and addressed to the Party to be served at the

respective addresses set forth herein and shall be sent via U.S. Express Mail or private express courier services with confirmed receipt and will be effective upon receipt at the address listed herein (unless the parties are notified in writing of a change in address, in which case notice will be sent to the new address).

- b. **Entire Agreement** This agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between the Parties concerning the subject matter hereof. Neither Party is relying upon any warranties, representations, assurance, or inducements not expressly set forth herein.

- c. **Waiver** No waiver of any provision of the Agreement or any rights or obligations of either Party hereunder shall be effective, except pursuant to a written instrument signed by the Party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose state in such writing.

- d. **Force Majeure** Neither Party shall be deemed in default hereunder, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of god, war, armed conflict, labor strike, lockout, or boycott, provided that the Party relying upon this section (i) shall have given the other Party prompt written notice thereof and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this section extends for a period in excess of thirty (30) days in the aggregate either Party may immediately terminate this Agreement.

- e. **Amendments and Severability** No amendment or modification of this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be changed, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. In the event that any provision of the Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforced in any respect,

the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

- f. **Assignment** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns. Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent; provide, however, that the sale of any portion of the assets of either Party, or any of its subsidiaries, its acquisition by merger into another company, shall not be deemed an assignment of this Agreement by such Party. Provided further, that the Party to be sold or acquired in accordance with the previous sentence must provide written notice to the other Party of any such sale or acquisition within forty-five (45) calendar days of the closing. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void.

- g. **Independent Contractors** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, partnership, and franchise, sales, representative or employment relationship between the Parties or to impose any partnership obligation or liability upon either Party. Each Party shall bear its own costs and expenses in performing this Agreement.

- h. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without reference to conflicts of laws or choice of laws rules. All legal action relating to this agreement shall be brought in the state or federal courts located in the State of New Mexico.

- i. **Construction** In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any provision is held invalid by a court of competent jurisdiction such provision shall be deemed to be restated to reflect as nearly as possible the original intentions if the Parties, and the remainder of this Agreement shall remain in full force and effect. There shall

be no presumption for or against either party as result of such Party being the principal drafter of this Agreement.

- j. **Records** During the Term and for a period of 6 year (s) thereafter the Parties will maintain books and records related to the customer transactions contemplated under this Agreement. Upon reasonable notice the requested Party will provide such books and records to the requesting Party for review to ensure the requested Party's compliance with the terms of this agreement.

IN WITNESS WHEREOF, each of City of Alamogordo and Tularosa Basin Historical Society has caused this Agreement to be signed and delivered by its duly authorized representative.

City of Alamogordo

Tularosa Basin Historical Society

By: (Sign) _____

By: (Sign) _____

Name: _____

Name: Josette Herrell

Title: _____

Title: President

Date: _____

Date: _____

ATTEST:

Renee Cantin, City Clerk

Approved To Form:

Stephen Thies, City Attorney

APPENDIX A

SCOPE OF WORK

CUSTODY AGREEMENT

Tularosa Basin Historical Society (TBHS) working with the NM Museum of Space History (NMMSH) agrees to accept temporary custody of the Atari games and components recovered at the Atari Dig on April 26, 2014 under the following conditions:

- 1) Any opinion offered to the City regarding the Artifacts is for personal information and it may not be used in connection with any commercial transaction.

 - 2) TBHS will utilize the objects in a manner that will reflect well on the City of Alamogordo and the Atari Urban Legend to include publishing the story, provide display of the items in the Tularosa Basin Museum of History and New Mexico Museum of Space History. Additionally, displays will be prepared and available to loan out to other interested institutions.

 - 3) TBHS will work closely with the New Mexico Museum of Space History for the storage and preservation of the objects.

 - 4) TBHS will give the objects left in its custody the same care provided similar objects of its own, but it assumes no additional responsibilities or liabilities in regard to such objects. Insurance for objects left in custody will be carried by the City. This agreement shall constitute a release and waiver of TBHS, its employees, officers, and agents from any liability in connection with the objects while in temporary custody or in transit, except for clearly negligent conduct.

 - 5) Should the City fail to reclaim deposited items within thirty (30) days of notification, the items shall be deemed an unrestricted gift and they become the property of TBHS and may be transferred to another institution, sold or discarded.
-

- 6) Should the legal ownership of the items change while in temporary custody, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner shall be required to establish the legal right to receive the items prior to their return by proof satisfactory to the TBHS.

DISTRIBUTION AGREEMENT

1) Museum Packages

These packages would be donated or loaned to museums. The TBHS shall not lend out any of the Artifacts without first obtaining written permission from the City. There has been interest from the Smithsonian, Space Museum and the Tularosa Basin Museum of History.

a) Smithsonian Museum

There has been some informal contact for the Smithsonian in Washington D.C. No formal requests or offers have been made. The City could provide copies of the games that have multiple copies and a few of the other electronic components. We also have news articles from the actual event in September 1983 along with the recent event. We also have some photographs from the recent event to go along with the items.

b) New Mexico Museum of Space History

Same response as for the Smithsonian. The City would loan these to the Space hall for display. If the Space hall no longer wished to display the items, they would be returned to the City.

c) Tularosa Basin Museum of History

A complete set would also be provided to the TBHS for display in the local museum.

d) Museum Loaner Boxes

I recommend that 2 additional sets of display items be prepared. These 2 sets would be overseen by TBHS. These sets could be loaned out to other

museums on a temporary basis. The City could retain ownership to be the custodian of the sets.

2) City Commemorative Awards

The City should retain an inventory of the games/items to utilize as an award type item. The games can be placed on plaques or in a trophy box with the certificate of authenticity. These items would be utilized for special events or visitors. Some of these awards could be provided to the local participants in the event.

3) Limited Edition Sale

All games/items not in one of the above categories would be made available to be sold to the public. The City would have to evaluate the best mechanism for the sale, establish a price or have an auction for the items. This would be a limited edition sale because they will not be available again anytime soon. The games can be sold as is or possible be placed on plaques or in a trophy box. All games will come with the certificate of authenticity and the City property ID tag.

APPENDIX B
ARTIFACTS IN
TEMPORARY CUSTODY

Inventory by

| _____

Game Title

| _____

APPENDIX C

COMPENSATION

CUSTODY AGREEMENT

TBHS agrees to perform the duties required to handle the objects in a temporary custody agreement at no cost to the City.

DISTRIBUTION AGREEMENT

1) Museum Packages

TBHS agrees to perform the duties required to prepare and maintain the objects that would be distributed through temporary loan agreements with other institutions at no cost to the City.

2) City Commemorative Awards

TBHS agrees to perform the duties required to design and prepare commemorative awards items for the City's use at no cost to the City for the design and preparation. TBHS would be reimbursed for the materials and supplies necessary for preparation of these awards. Costs for materials and supplies will be provided to the City for prior approval of any purchases.

3) Limited Edition Sell

TBHS will develop the plan for distributing the remaining games/components to the general public for City review and approval. TBHS shall receive a commission for distribution of games/components arranged by TBHS in the amount of 20% of the net sales of the Artifacts sold after deduction of expenses incurred for the distribution process. TBHS would be reimbursed for the materials, supplies and postage for the distribution process. These costs will be provided to the City for prior approval of any purchases.

City of Alamogordo New Mexico

Certificate Of Authenticity

This certificate verifies that this game with serial # _____ is an original ATARI game recovered from the Alamogordo Dump in Alamogordo, New Mexico on April 26, 2014. The video game was buried in 1983 in one of the 12 truckloads of merchandise delivered by ATARI following disappointing sales and eventual collapse of ATARI gaming. The videos were disposed secretly, even covered with cement to discourage scavengers. Over a thousand of the "E.T." game, and 60 other game titles, were unearthed from the dump. Many of those games are to be presented to museums for all to see. The City of Alamogordo has made the decision to allow a limited number to be released to the general public. This is one of the limited games of that #1 Urban Legend to be offered.

ATARI Game: _____ Serial # _____

Mayor Susie Galea
City of Alamogordo

Howard Scott Warshaw, MA, ME
Atari Game Engineer

Commissioners:

Mayor Pro-Tem Robert Rentschler

Alfonso Hernandez, Nadia Sikes,

Jason Baldwin, Jenny Turnbull,

Dr. George Straface

Joseph R. Lewandowski

Researcher/Organizer

NOTE: This Certificate and COA Tag with
serial number are proof of authenticity.



AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: Sept. 9, 2014

Report Date: Sept. 2, 2014

Report No: 11

Submitted By: Susie Galea
Mayor

Approved For Agenda: 

Subject: Consider, and act upon, the approval of Out of State Travel for the Mayor to attend the Association of the United States Army on October 13-15, 2014 in Washington, D.C.

Fiscal Impact: \$

Amount Available: \$

Fund:

Recommendation: Approve travel

Background: Mayor Galea has been invited to attend the Association of the United States Army on October 13-15, 2014 in Washington, D.C. The email with the details for this trip are attached.

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 _____

Fwd: Fall/AUSA Advocacy Trip to D.C.

From : Susie Galea <sgalea@ci.alamogordo.nm.us>

Fri, Aug 29, 2014 08:39 AM

Subject : Fwd: Fall/AUSA Advocacy Trip to D.C.**To :** "Renee Cantin" <rcantin@ci.alamogordo.nm.us>

Renee,

Please add this to agenda book

Susie

----- Forwarded Message -----

From: Jacqueline Butler <jbutler@elpaso.org>

To: 'sgalea@ci.alamogordo.nm.us' <sgalea@ci.alamogordo.nm.us>

Sent: Thu, 28 Aug 2014 10:26:47 -0600 (MDT)

Subject: Fall/AUSA Advocacy Trip to D.C.

Mayor Galea,

This year's fall advocacy trip to Washington, D.C. is scheduled for October 12th - 15th. These dates are in conjunction with the annual meeting of the Association of the United States Army (more information can be found here: http://ausameetings.org/2014annualmeeting/wp-content/uploads/sites/15/2014/08/AM14_Schedule.pdf)

The majority of our schedule for this trip is still pending, however, here is a breakdown of what we plan to do over the 3 day period:

Sunday, October 12th at 10:15 AM - The Greater El Paso Chamber of Commerce will be placing a wreath at the Tomb of the Unknowns at Arlington National Cemetery
Evening of Sunday, October 12th - Dinner with Army Leadership

Monday, October 13th at 9:00 AM - Participate and support our local AUSA Omar Bradley Chapter at the AUSA Opening Ceremony
Monday, October 13th - Meetings at the Pentagon with Army and Air Force Leadership
Evening of Monday, October 13th - El Paso Days Reception

Tuesday, October 14th - Meetings on the Hill with Congressional leaders and staffers
Evening of October 14th - Dinner with our Congressional delegation (if possible)

Wednesday, October 15th - Return home

We welcome your input on any meetings we should pursue while in D.C., especially as they pertain to the Air Force and NM Congressional delegation.

Please let me know if you have any questions!

Sincerely,

Jackie Butler
Vice President of Government Relations
Greater El Paso Chamber of Commerce
(915) 534-0528 (office)
(915) 526-2480 (mobile)
jbutler@elpaso.org <mailto:jbutler@elpaso.org>



**GREATER
EL PASO**
CHAMBER OF
COMMERCE

September 5, 2014

The Honorable Susie Galea
City of El Paso
1376 E. 9th Street
Alamogordo, NM 88310

Dear Mayor Galea:

We would like to take this opportunity to invite you to participate on the 2014 Fall Advocacy Trip to Washington, D.C. the week of October 12th. This is a critical time for the Department of Defense as each branch of the military deliberates on how to reduce cots in order to meet budgetary constraints. We are committed to advocating for the region's needs and to working together as a community to address those needs.

We truly believe that the strength of our organization and the collective presence of our community leaders have a tremendous impact on the success of our region and our collective military assets. Likewise, your assistance in developing the messages we deliver to our elected officials, their staff members and important military leaders goes a long way in demonstrating regional support for the continued growth of our military assets.

We sincerely hope that you are able to join us on the trip to contribute your expertise and leadership towards our efforts to advocate for the success of our regional military complex. Thank you for your consideration and for giving of your time and talent to make an impact for our community.

Sincerely,

Richard E. Dayoub
President and CEO

Joseph W. Mullings
Chairman of the Board

SCHEDULE-AT-A-GLANCE



GEN Gordon R. Sullivan
United States Army Retired
President and CEO
AUSA



Mike Krzyzewski
Head Coach
Duke University Men's
Basketball Team



HON John M. McHugh
Secretary of the Army



GEN Raymond T. Odierno
Chief of Staff
United States Army



HON Brad R. Carson
Under Secretary of the Army

(All events take place in the Walter E. Washington Convention Center unless otherwise noted.)

FRIDAY, 10 OCTOBER

0830–1000 Army Ten-Miler Packet Pickup and EXPO
United States Military and individuals with CAC
D.C. Armory, Washington, D.C.

1000–1900 Army Ten-Miler Packet Pickup and EXPO
General Public
D.C. Armory, Washington, D.C.

SATURDAY, 11 OCTOBER

0830–1000 Army Ten-Miler Packet Pickup and EXPO
United States Military and individuals with CAC
D.C. Armory, Washington, D.C.

1000–1900 Army Ten-Miler Packet Pickup and EXPO
General Public
D.C. Armory, Washington, D.C.

1830–2000 GEICO Pre-Race Pasta Dinner: "All-You-Can-Eat"
Remarks:
SMA Raymond F. Chandler III
Sergeant Major of the Army
CSM Brunk Conley
CSM, Army National Guard
CSM Luther Thomas Jr.
CSM, United States Army Reserve
Crystal Gateway Marriott Hotel, Arlington, VA

SUNDAY, 12 OCTOBER

0800 30th Annual Army Ten-Miler
Lead Sponsors – AUSA and KBR
Race starts at the Pentagon

1800–1900 Chapter Presidents and Delegates Reception*
Marriott Marquis Washington, DC

1900–2200 Chapter Presidents Dinner*
Host:
GEN Gordon R. Sullivan
United States Army Retired
President and CEO
AUSA
Marriott Marquis Washington, DC

MONDAY, 13 OCTOBER

**0700–0900 Sergeant Major of the Army
Noncommissioned Officer and Soldier Forum**

0730–0900 MG Robert G. Moorhead Guard/Reserve Breakfast*
Invited Speaker:
GEN Vincent K. Brooks
Commanding General
United States Army Pacific

0900–1700 Exhibits Open: Halls A, B, C, D and E

0930–1115 Opening Ceremony
Invited Keynote Speaker:
HON John M. McHugh
Secretary of the Army

1230–1430 Corporate Member Luncheon*
Invited Speaker:
GEN Dennis L. Via
Commanding General
United States Army Materiel Command
Marriott Marquis Washington, DC

1230–1430 ROTC Luncheon*
Invited Speaker:
GEN David G. Perkins
Commanding General
United States Army Training and Doctrine Command
Marriott Marquis Washington, DC

**1230–1430 United States Army Noncommissioned Officer
and Soldier of the Year Recognition Luncheon***
(CSMs, GOs, NCOs & Soldiers of the Year)
Invited Speaker:
GEN Daniel B. Allyn
Vice Chief of Staff
United States Army

**1300–1600 AUSA Military Family Forum I
Senior Leader's Update and Town Hall**
1300-1430 – Panel One
HON Anthony J. Stamilio
Deputy Assistant Secretary of the Army
Manpower and Reserve Affairs
Civilian Personnel/Quality of Life
LTG Patricia D. Horoho
Commanding General
United States Army Medical Command/
The Surgeon General
United States Army



GEN Daniel B. Allyn
Vice Chief of Staff
United States Army



GEN Dennis L. Via
Commanding General
United States Army Materiel
Command



GEN Vincent K. Brooks
Commanding General
United States Army Pacific



GEN David G. Perkins
Commanding General
United States Army Training
and Doctrine Command



SMA Raymond F. Chandler III
Sergeant Major of the Army

LTG David D. Halverson
Assistant Chief of Staff for Installation Management/
Commanding General
Installation Management Command
United States Army

LTG Jeffrey W. Talley
Chief
Army Reserve/Commanding General
United States Army Reserve Command

MG Judd H. Lyons
Acting Director
Army National Guard

1430-1600 – Panel Two

HON John M. McHugh
Secretary of the Army
GEN Raymond T. Odierno
Chief of Staff
United States Army

SMA Raymond F. Chandler III
Sergeant Major of the Army

1300-1700 AUSA Book Program
(Author presentations)

1400-1600 ILW Contemporary Military Forum

1400-1600 ILW Contemporary Military Forum

1400-1600 Retiree Seminar
Presentations:
Army Retirement Services
Veterans Administration Benefits Services

1730-1830 International Military VIP Reception*

1830-2015 President's Reception*
Honoring:
The Secretary of the Army
The Chief of Staff, United States Army
The Sergeant Major of the Army

TUESDAY, 14 OCTOBER

**0800-0900 International Military VIP and Industry
Networking Breakfast***

0800-1100 Chapter Presidents and Delegates Workshop

0830-0930 Congressional Staffers Breakfast*
Invited Speaker:
HON John M. McHugh
Secretary of the Army

**0830-1100 The Sergeant Major of the Army's Professional
Development Forum
"The Army Profession"**

**0900-1100 Army Staff Senior Warrant Officer
Professional Forum**
Speaker:
CW5 David Williams
Army Staff Senior Warrant Officer
Office of the Chief of Staff, Army

0900-1700 Exhibits Open: Halls A, B, C, D and E

1000-1130 Chief, Army Reserve Seminar
Speaker:
LTG Jeffrey W. Talley
Chief
Army Reserve/Commanding General
United States Army Reserve Command

1000-1200 ILW Contemporary Military Forum

1000-1200 ILW Contemporary Military Forum

1130-1215 Dwight David Eisenhower Reception
Exhibit Halls A, B, C, D and E

1230 Dwight David Eisenhower Luncheon*
Speaker:
GEN Raymond T. Odierno
Chief of Staff
United States Army

**1300-1600 AUSA Military Family Forum II
Family Transitions: Supporting You Through
Your Military Life Journey**
Moderator:
BG Jason T. Evans

Deputy Commanding General for Support
Installation Management Command
Noreen O'Neill
Military Spouse Program
Hiring Our Heroes
United States Chamber of Commerce
Soldier for Life- Family Perspective

1400-1500 Military Retirement Planning Seminar
Army Retirement Services

1400-1600 ILW Contemporary Military Forum

1400-1600 ILW Contemporary Military Forum

* Ticket or invitation required.

SCHEDULE-AT-A-GLANCE



LTG David Halverson
Assistant Chief of Staff for
Installation Management/
Commanding General
Installation Management Command
United States Army



LTG Patricia D. Horoho
Commanding General
United States Army Medical
Command/The Surgeon General
United States Army



LTG Jeffrey W. Talley
Chief
Army Reserve/
Commanding General
United States Army Reserve
Command



MG Judd H. Lyons
Acting Director
Army National Guard

1430-1600 Army National Guard Seminar

Speaker:
MG Judd H. Lyons
Acting Director
Army National Guard

1500-1700 CSM, OCAR Breakout Session

Speaker:
CSM Luther Thomas, Jr.
Command Sergeant Major
United States Army Reserve

1600-1700 ARNG Breakout Seminar

Speaker:
CSM Brunk Conley
Command Sergeant Major
Army National Guard

Panel Two

Panelists:
Rene Bostick, Ph.D
Elementary School Principal
Arlington, VA
Mark Vagle, Ph.D
Associate Professor
University of Minnesota
Julie Braod
Comprehensive Soldier and Family Fitness 2
Resilient Teen Pilot
Kathy Facon
Chief
Educational Partnership and Non-DoD
School Program
Department of Defense Education Activity

WEDNESDAY, 15 OCTOBER

0700-0930 AUSA Region Breakfast Meetings

**0900-1215 AUSA Military Family Forum III
*The Future of Our Military Children***

Panel One

Moderator:
Mary M. Keller, Ed.D
President and CEO
Military Child Education Coalition

Panelists:

COL Rebecca Porter
CDR Dunham Health Clinic
Carlisle Barracks
United States Army Retired
COL Steve Cozza
Professor of Psychiatry
Associate Director
Study of Traumatic Stress
Uniformed Services University
Shelley MacDermid Wadsworth, Ph.D
Director
Center for Families
Director
Military Family Research Institute
Purdue University

0900-1700 Exhibits Open: Halls A, B, C, D and E

0930-1130 ILW Paper Presentations

**0930-1130 Department of the Army Civilian Professional
Development Seminar**
Marriott Marquis Washington, DC

0930-1130 ILW Contemporary Military Forum

0930-1130 ILW Contemporary Military Forum

**0930-1300 Outstanding Soldiers Tour of Arlington National
Cemetery and Washington, D.C.**

1000-1100 Military Retirement Planning Seminar
Army Retirement Services

1130-1330 Sustaining Member Reception and Luncheon*

1200-1400 Department of the Army Civilian Luncheon*

Invited Speaker:
HON Brad R. Carson
Under Secretary of the Army
Marriott Marquis Washington, DC

1430-1630 ILW Contemporary Military Forum

**1830-2130 George Catlett Marshall Memorial Reception
and Dinner***

Recipient:
Michael W. Krzyzewski
Head Coach
Duke University men's basketball team

(All information as of August 1, 2014, and subject to change)

*Ticket or invitation required.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: Sept. 9, 2014

Report Date: Sept. 2, 2014

Report No: A-7

Submitted By: Robert Rentschler
Mayor Pro-Tem

Approved For Agenda: _____

Subject: Consider, and act upon, asking staff to produce a Censure or No Confidence Ordinance to supplement the current pay ordinance.

Fiscal Impact: \$
Amount Available: \$
Fund:

Recommendation: Provide direction to staff.

Background: This would allow the majority of the city commission to censure and eliminate the ordinance enacted pay and the travel privileges for any commission member that has been deemed to have acted in a detrimental manner to the interests of the CoA.

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 _____

ORDINANCE NO. 1409

AN ORDINANCE ADDING A NEW SECTION TO CHAPTER 2 CONCERNING MAYOR AND COMMISSION EXPENSE REIMBURSEMENT AND BENEFITS

WHEREAS, the members of the City Commission currently receive no compensation other than payment of \$50.00 per regular meeting for expenses incurred in attending said meetings; and

WHEREAS, the members of the City Commission finds that in addition to their attendance of the regular meetings the duties and responsibilities of the office require the individual commissioners to expend a considerable amount of time for which they currently receive no compensation; and

WHEREAS, the City Commission further finds that in fulfilling the duties and responsibilities of the office outside of their attendance at the regular meetings the individual commissioners incur expenses for which they receive no reimbursement; and

WHEREAS, the City Commission finds that the lack of candidates for the office could be affected by the failure to provide any compensation or adequate expense reimbursement; and

WHEREAS, the City Commission has determined that it is beneficial to and in the best interest of the people of the City of Alamogordo to provide for a level of compensation and reimbursement of expenses incurred in fulfilling the duties and responsibilities of the office outside of their attendance at the regular meetings.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo that a new section be added to Chapter 2 of the *Code of Ordinances* as follows:

2-03-051. Mayor and Commissioners –Expense Reimbursement and Benefits

a. The Mayor will receive payment of \$750.00 per month as reimbursement for expenses incurred in performing the duties of the office. Said reimbursement is exclusive of any amounts payable to the Mayor as reimbursement for actual and necessary expenses incurred by the Mayor while on City business or attending educational seminars designed to improve the Mayor's skill and information levels.

b. Members of the city commissioner, including the Mayor Pro-Tem, will each receive payment of \$500.00 per month as reimbursement for expenses incurred in performing the duties of the office. Said reimbursement is exclusive of any amounts payable to members of the city commission as reimbursement for actual and necessary expenses incurred by the member while on City business or attending educational seminars designed to improve officials' skill and information levels.

c. The mayor and each commissioner shall have access to city facilities at no charge as a working condition fringe benefit to conduct their duties as an elected official.

d. At their individual election, each member of the City Commission shall be eligible to enroll in the City's Group Medical Insurance Plan. The City shall pay one (100%) percent of the cost of individual coverage. Each member of the City Commission shall have the option of enrolling themselves only in the City's vision and dental insurance programs. The City shall pay the monthly premiums of individual coverage for both the vision and the dental plan.

e. This ordinance shall take effect as set forth in section 3-17-5, NMSA 1978, but no member of the Commission at such time shall be eligible to receive the expense reimbursement or benefits during their current term of office.

f. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Commission hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

DONE this 15th day of November, 2011.

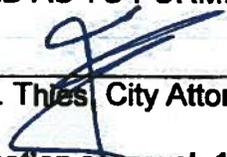
CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: 
Ron Griggs, Mayor




Renee L. Cantin, City Clerk

APPROVED AS TO FORM:


Stephen P. Thies, City Attorney

First publication approval: 10/25/2011

First publication: 10/30/2011

Final publication approval: 11/15/2011

Final publication: 11/20/2011

Effective date: 11/25/2011 – No member of the Commission is eligible to receive the payments and benefits during their current term of office.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: Sept. 9, 2014

Report Date: Sept. 2, 2014

Report No: A-8

Submitted By: Robert Rentschler
Mayor Pro-Tem

Approved For Agenda: 

Subject: Consider, and act upon, a request for a policy regarding the White Sands Community ditch that has been abandoned by the South Side Diversion projects.

Fiscal Impact: \$
Amount Available: \$
Fund:

Recommendation: Provide direction to staff.

Background: This ditch has been maintained by the City of Alamogordo for the past 50 years. The CoA quit cutting the grass and weeds, when in the course of the CoA abandoning the right of way for Buffalo Wild Wings, the CoA discovered that Otero County may be responsible for this right of way from the time before this was within the CoA limits. Neither Otero County nor the CoA has maintained this area in the last year, resulting in an over growth of grass and weeds. This has caused an explosion in mosquito and other pest populations. The result being a negative impact on this business due to the fact that the quality of life has suffered grievously for the residents living the park. Many residents have moved out as a result of this lack of normal/routine ditch maintenance.

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 _____

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: Sept. 9, 2014

Report Date: Sept. 3, 2014

Report No: A-9

Submitted By: Susie Galea
Mayor

Approved For Agenda: 

Subject: Consider, and act upon, approval of lodgers tax in sponsorship of the international event hosted by New Mexico Museum of Space History in Alamogordo for the DCA International Space Hall of Fame Induction.

Fiscal Impact: \$
Amount Available: \$
Fund:

Recommendation: Approve the use of lodger's tax

Background: Please see the attached information.

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 _____



DRAFT INDUCTION AGENDA

**Location: New Mexico Museum of Space History, Alamogordo
And Holloman Air Force Base**

Dates: Thursday, Oct. 16 – Saturday, Oct. 18, 2014

Events:

Thursday, Oct. 16 – Friday, Oct. 17: Jules Verne/HG Wells Film Fest
Friday, Oct. 17: Pre-Induction Reception, NMMSH
Saturday, Oct. 18: Founder's Day Education Activities, NMMSH
Saturday, Oct. 18: Induction Ceremony and Gala, HAFB

DRAFT Event Outline:

Thursday Oct. 16

- ❖ Jules Verne/HG Wells Film Fest begins
 - Location: Tombaugh Theater at the Museum
 - Times:
 - 5:30 pm – 6:00 pm Opening reception
 - Introduce VIPs (Jules Verne Society members, H.G. Wells Society members – possible family members)
 - Presentations
 - Introductory movie – *A Trip To The Moon* (1902)
 - Feature film - *HUGO*

Friday Oct. 17

- ❖ Jules Verne/HG Wells Film Fest continues
 - Presentations
 - Time TBD
 - Potential films – *War of the Worlds* (1953), *Journey to the Center of the Earth*, *Mysterious Island*, *From the Earth to the Moon*, *The First Men in the Moon* (1919)

Friday, Oct. 17

❖ Pre-Induction Reception

- Inductees, Distinguished Guests & sponsors only
 - Catering by Stella Vita
 - Maximum guests: 150
 - Theme: Fly Me To The Moon
- Time: 7:00 pm – 10:00 pm
- Location: New Mexico Museum of Space History

Saturday, Oct. 18

❖ Founder's Day Activities

- Time: 9:00 am – 3:00 pm
- Location: New Mexico Museum of Space History
 - Docent volunteers on each floor of the Museum (JROTC)
 - Education activities & exhibitors located in the parking area at base of museum
- Education activities
 - Air rockets – building and launching
 - Hourly trash can/rocket launches
 - Model rocket building and launching
 - Limited number – first 500 of kids get free rockets!
- Lunar Egg Module Design Competition
 - Coordinated activity in conjunction with local middle schools and high schools
- Public Inductee Introduction

Saturday, Oct. 18 –

❖ Induction Ceremony Activities

- Location: NM Museum of Space History
- Times:
 - Set-up: 8:00 am – 4:00 pm Friday, Oct. 3
 - Set-up noon - 4:00 pm Saturday
 - Event: 2:00 pm – 9:00 pm
- 1:00 Quartet Arrives
- 1:30 Chamber Ambassadors Arrive
 - Red carpet in place
 - Guest registration table staffed
- 2:00 pm Inductees/VIPS arrive
 - Ushered into Green Room (Hubbard Library)

- 2:30 pm Reception/static display viewing
- 3:30 pm VIPS seated on stage
- 3:45 pm CHIMES
- 4:00 pm Welcome & Introductions
- 4:15 pm Keynote Speaker
- 4:45 pm Induction begins
- 6:45 pm Induction ends
- 7:00 pm Post-Induction Reception



City of Alamogordo

OFFICE OF THE MAYOR

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

August 18, 2014

Dear Regional Partners,

As we all work to grow the science and technology research & development opportunities in our perspective cities and region, please join me in supporting the 2014 International Space Hall of Fame Induction Days. It includes many opportunities to interact many pioneers to the DCA rocket team and Space-X reunion distinguished invitees.

There's several ways to support this event monetarily from \$750 to \$20,000, as details are enclosed. I hope one your corporate displays will be prominently placed for the 3,000 anticipated exhibitors.

Please see the seven pages of enclosed information to learn of the opportunities that correspond with the various levels of sponsorship.

Thank you in advance for your support in strengthening regional partnerships. Please feel free to contact my cell phone at: (575) 518-9308

Sincerely,

Susie A. Galea, Mayor



INTERNATIONAL SPACE HALL OF FAME INDUCTION DAYS

October 16, 17, & 18th, Alamogordo, New Mexico

They dared to dream.

Induction into the International Space Hall of Fame is an honor that has only been bestowed upon 154 people and one team over the past 38 years.

This October, twelve individuals will join this distinguished group.

Induction Days Schedule & Description of Events

Founder's Day

A celebration of the museum's opening in 1976, this community event will be on the 16th of October at the New Mexico Museum of Space History with the primary mission of encouraging children to become involved in science, technology, engineering and mathematics (STEM). This is a family-friendly event and the first 500 children (ages 5-15) will build and launch free model rockets. Dozens of exhibitors from across the state will add to the excitement!

Audience Potential: 3,000 people

Film Fest

A tribute to inductees Jules Verne and H.G. Wells, this two day event will premier selected films based on the works of H.G. Wells and Jules Verne. It will be held at the Rohovec Theater on the New Mexico State University - Alamogordo campus, just down the hill from the museum. Guest speakers from the Jules Verne Society and the H.G. Wells Society will give insight into the authors and the films based on their works.

Audience Potential: 1,500 people

VIP Reception

This exclusive invitation only reception will be open to our Inductees, Distinguished Guests and Sponsors on Friday evening, October 17. The event will be formal and held in the museum, featuring opportunities to meet and speak with the Inductees and Distinguished Guests, from astronauts to engineers. Heavy hors d'oeuvres and cocktails will be served.

Audience Potential: 150 people

Induction Ceremony and Gala Banquet

Scheduled to be held in NM Museum of Space History, the prestigious Induction Ceremony and Gala Banquet will be held on the evening of Saturday, Oct. 18. It will include a keynote speaker, static displays, pre-event reception, gala banquet and Induction Ceremony honoring the Class of 2014.

Audience Potential: 350 people

Sponsorship contacts:

Cathy Harper - ph: 575-437-2840 ext. 41153 or cathy.harper@state.nm.us

Dwight Harp - ph: 575-437-0318 or ishfgiftshop@tularosa.net

Amanda Gallagher - ph: 575-437-7530 or agallagher@desertsunmotors.com



INTERNATIONAL SPACE HALL OF FAME INDUCTION DAYS

October 16, 17, & 18th, Alamogordo, New Mexico

Presenting Sponsor

Investment Level: \$20,000

Availability: 1

As the Presenting Sponsor, your business will be placed in the title of the International Space Hall of Fame Induction Days and your name will be linked to all media benefits of the International Space Hall of Fame Induction Days. In addition, as the Presenting Sponsor, you will receive the following:

Advertising & Publicity

- Exclusivity in your business category (\$10,000 value)
- Right of first refusal for the next International Space Hall of Fame Induction Days
- Event naming rights (\$5,000 value)
- Name and logo included in all print media and advertising, such as newspapers, posters, news releases, social media, invitations and TV and radio commercials (\$7,500 value)
- Name and logo on all web-based advertising, including a link to your company's website (\$2,500 value)
- Inside front cover, full-page full color ad in the Induction Ceremony program (\$1,750 value)
- Inside front cover, full-page full color ad in the Induction Events pre-promotion publication (\$900 value)

On-Site Activation

- Branded imaging on and company-provided marketing material included in 350 attendee registration packets (\$500 value)
- Two 2'x6' banners on-site at the Founder's Day Activities & Induction Ceremony (\$1,000 value)
- One (1) 20' x10' Corporate display area in a prime location at the Founder's Day Activities & table-top display at the Induction Ceremony. Anticipated 3000+ attendees combined. (\$1,500 value)
- Recognition during each event by the Master of Ceremonies
- Delivery of Welcome Address at the Induction Ceremony

Hospitality

- 20 tickets to the VIP Friday night reception (a \$3,000 value)
- Two (2) complementary reserved VIP tables (12 tickets) to the Induction Ceremony (a \$1,020 value)
 - One VIP guest and companion also seated at each table
- Five (5) VIP parking passes to the Induction Ceremony
- Personal attendant for the weekend



INTERNATIONAL SPACE HALL OF FAME INDUCTION DAYS

October 16, 17, & 18th, Alamogordo, New Mexico

Supporting Sponsor

Investment Level: \$10,000

Availability: 2

As a Supporting Sponsor, your business name will be linked to all media benefits of the International Space Hall of Fame Induction Days. In addition, as a Supporting Sponsor, you will receive the following:

Advertising & Publicity

- Exclusivity in your business category (\$10,000 value)
- Name and logo included in all print media and advertising, such as newspapers, posters, news releases, social media, invitations and TV and radio commercials (\$7,500 value)
- Name and logo on all web-based advertising, including link to your company's website (\$2,500 value)
- Inside back cover, half-page full color ad in the Induction Ceremony program (\$900 value)
- Inside back cover, half-page full color ad in the Induction Events pre-promotion publication (\$475 value)

On-Site Activation

- Company-provided marketing material included in 350 number of attendee registration packet (\$500 value)
- Two 2'x6' banners on-site at the Founder's Day & Induction Ceremony (\$1,000 value)
- Company-provided marketing material included in 350 attendee registration packets (\$350 value)
- One (1) 20' x10' Corporate display area in prime locations at the Founder's Day activities and a table-top display at the Induction ceremony. Anticipated 3,000+ attendees combined. (\$1,500 value)
- Recognition during each event by the Master of Ceremonies

Hospitality

- 10 tickets to the VIP Friday night reception (a \$1,500 value)
- One (1) complimentary reserved VIP table (6 tickets) to the Induction Ceremony (a \$510 value)
 - One VIP guest and companion also seated at your table
- Five (5) VIP parking passes to the Induction Ceremony
- Personal attendant for the weekend



INTERNATIONAL SPACE HALL OF FAME INDUCTION DAYS

October 16, 17, & 18th - Alamogordo, New Mexico

General Sponsor

Investment Level: \$5,000

Availability: 4

As a Supporting Sponsor, your business name will be linked to all media benefits of the International Space Hall of Fame Induction Days. In addition, as a General Sponsor, you will receive the following:

Advertising & Publicity

- Name and logo included in select print media and advertising, such as newspapers, posters & social media (\$2,500 value)
- Name and logo on all web-based advertising, including link to your company's website (\$1,200 value)
- One (1) 10' x10' Corporate display area in a prime location at the Founder's Day activities (\$750 value)
- Quarter-page full color ad in the Induction Ceremony program (\$475 value)
- Quarter-page full color ad in the Induction Events pre-promotion publication (\$245 value)

On-Site Activation

- One 2'x6' banner on-site at the Founder's Day & Induction Ceremony (\$500 value)
Anticipated 3,000+ attendees
- Company-provided marketing material included in 350 attendee registration packets (\$350 value)
- Recognition during each event by the Master of Ceremonies

Hospitality

- Six (6) tickets to the VIP Friday night reception (a \$900 value)
- Four (4) complimentary tickets to the Induction Ceremony (a \$340 value)
 - Reserved seating in VIP section
 - One VIP guest and companion may also seated at your table
- Two (2) VIP parking passes to the Induction Ceremony



INTERNATIONAL SPACE HALL OF FAME INDUCTION DAYS

October 16, 17, & 18th, Alamogordo, New Mexico

Founder's Day Event Sponsor

Investment Level: \$2,500

Availability: 5

As a Founder's Day Sponsor, your business name will be linked to all media benefits of the Founder's Day Activities and you will receive the following:

Advertising & Publicity

- **Name included in select print media and advertising, such as newspapers, posters & social media (\$2,000 value)**
- **Name on all web-based advertising, including link to your company's website (\$800 value)**
- **Eighth-page full color ad in the Induction Ceremony program (\$245 value)**
- **Eighth-page full color ad in the Induction Events pre-promotion publication (\$130 value)**

On-Site Activation

- **One (1) 10' x10' Corporate display area in a prime location at the Founder's Day Activities. Anticipated 3,000 attendees at the event. (\$750 value)**
- **One 2'x6' banner on-site at Founder's Day (\$500 value)**
- **Recognition during the event by the Master of Ceremonies**

Hospitality

- **Two (2) tickets to the VIP Friday night reception (a \$300 value)**
- **Two (2) complimentary tickets to the Induction Ceremony (a \$170 value)**
- **Two (2) VIP parking passes to the Induction Ceremony**



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Friend of the Foundation Sponsor

As a Friend of the Foundation Sponsor, your business has the opportunity to be a part of the Induction Days events and adds your name to the list of those who support the goals of the International Space Hall of Fame.

Investment Level: \$750

Availability: 10

Advertising & Publicity

- **Name included in select print media and advertising, such as newspapers, posters & social media (\$800 value)**
- **Name on all web-based advertising (\$750 value)**

On-Site Activation

- **One (1) 10' x10' Corporate display area at the Founder's Day Activities. Anticipated 3,000 attendees at the event. (\$750 value)**



INTERNATIONAL SPACE HALL OF FAME INDUCTION DAYS

October 16, 17 & 18th, Alamogordo, New Mexico

Sponsor Agreement

As an authorized representative of _____ (company name), I agree to support the International Space Hall of Fame Induction Days activities as a _____ sponsor.

Company Name as you wish it to be seen in promotional materials

Company Representative

Contact phone number

Contact email

Website

Mailing address

How do you prefer delivery of your sponsorship invoice? Email US Mail

ISHF Representative

NOTE: If your sponsorship level includes logo opportunities or program advertisements, please email your high resolution logo and ad to:

Cathy Harper

Cathy.harper@state.nm.us

DEADLINE FOR SUBMISSION: August 29, 2014

Placement and inclusion for logos and ads submitted after August 29 is not guaranteed.

Ad sizes (all are full color):

Full pages: 10.5" x 10.5" and 4.75" x 7.25"

Half pages: 5.167" x 10.5" and 4.75" x 3.62"

Quarter pages: 5.25" x 3.389" and 2.37" x 3.62"

Eighth Pages: 2.625" x 1.611" and 2.36" x 1.81"

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: August 26, 2014 **Report Date:** September 9, 2014 **Report No:** 12

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

Subject: Appointments to Boards and Committees.

Background:

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

Alamogordo Disability Council. Three (3) vacancies. Staff Liaison - Edward Balderrama
(Openings due to the resignation of Bradley Mauger and the passing of Ed Grabman.)
No nominations received.

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

Community Development Advisory Committee. Three (3) vacancies. Staff Liaison - Ruben Segura
(Opening due to the expiring term of Tony Alger and Melanie Hall and the resignation of Arthur Alterson.)
No nominations received.

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

Mayor's Committee on Aging. One (1) vacancy. Staff Liaison – Britney Coutier
(Opening due to the expiring terms of Rodger Carmichael)
The following individual is interested in being appointed:
Mary Hammon – if appointed this will be her second term.

Parks and Recreation Board. One (1) vacancy. Staff Liaison - Jan Wafful
(Opening due to the expiring term of Ray Vincent)
The following existing board member is interested in being reappointed:
Ray Vincent - if appointed this will be his third term.

Reviewed By:

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

Senior Volunteer Programs Advisory Council. Three (3) vacancies. Staff Liaison – Karen Groves
(Opening due to the expiring term of Blaza Madrid, Stephen Butler,
and the resignation of Thomas Rich V.)
No nominations received.

Reviewed By:

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

**MAYOR'S COMMITTEE ON
AGING**

RECEIVED

AUG 19 2014

CITY CLERK

City of Alamogordo
APPLICATION TO SERVE ON A
CITY BOARD/COMMITTEE

Name: MARY H. HAMMON
Home Phone: 575-495-8535 Work Phone: ---
Cell Phone: --- Fax No: ---
e-mail address: MHAMMON38@hotmail.com
Physical Address: 2800 Lawrence Blvd #514 ALAMO
Is the above address within City limits? Yes No
Mailing Address: SAME AS ABOVE
Present Employer: Retired Job Title: ---

Board/Committee you wish to serve on:

First choice: Mayor's Comm. on Aging
Second choice: ---

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

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

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

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

Experience and education relating to the Board/Committee: 10 yrs in
Federal Service as Supervisor. 20 yrs
as Alcohol & Drug Counselor. Owned
& Operated my own out pt business in Alamo
for 4 yrs.

Please indicate your interest in serving on a City Board/ Committee: ---

I served for 2 yrs on the Mayor's
Comm at ASC. I enjoyed the
experience & would like to volunteer
again.

Please return completed application to:

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

**PARKS AND RECREATION
BOARD**

City of Alamogordo
APPLICATION TO SERVE ON A
CITY BOARD/COMMITTEE

Name: RAYMOND VINCENT

Home Phone: 575 437 2578 Work Phone: _____

Cell Phone: 575 430 7383 Fax No: _____

e-mail address: REVINCENT@G.COM

Physical Address: 2120 Heights Circle

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

Mailing Address: 2120 Heights Circle ALAMOGORDO NM

Present Employer: Retired Job Title: _____

Board/Committee you wish to serve on:

First choice: Parks & Rec

Second choice: _____

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

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

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

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

Experience and education relating to the Board/Committee: HAVE SERVED ON
THIS BOARD PAST YEARS, RETIRED ALAMOGORDO EDUCATOR

Please indicate your interest in serving on a City Board/ Committee: _____

Please return completed application to:

City Clerk's Office
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Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396