



Office of the City Clerk
 P.O. Box 1293
 Albuquerque, NM 87103
 Phone (505) 924-3650 Fax (505) 924-3660
 www.cabq.gov/clerk

RECEIVED
 ALBUQUERQUE CITY CLERK

2019 NOV -1 PM 12:01

Katy Duhigg, City Clerk

State of New Mexico)

) s.s.

County of Bernalillo)

COMPLAINT FORM

1. Complainant's Information			
Last Name Shimamoto		First Name Eric	
Mailing Address [REDACTED]	City Albuquerque	State NM	Zip Code [REDACTED]
Daytime Phone Number (include area code) [REDACTED]		Email Address kcemigre@hotmail.com	

2. Respondent's Information			
Last Name Rio Grande Foundation, Inc. Registered Agent: Paul Gessing		First Name	
Mailing Address [REDACTED]	City Albuquerque	State NM	Zip Code [REDACTED]
Daytime Phone Number (include area code) [REDACTED]		Email Address	

3. If Respondent is a Candidate, the office or position sought
N/A

4. Has this complaint been filed with any law enforcement agencies? If so, list all agencies and attach copies of all complaints submitted. Additional pages may be attached to this form if the space provided below is not adequate.

No.

5. Describe in reasonable detail the alleged violation(s), including the Section(s) or Part(s) of the Election Code, Code of Ethics, Open and Ethical Elections Code, or Rules and Regulations of the Board of Ethics or City Clerk that you believe were violated, explain how you believe the Election Code, Code of Ethics, Open and Ethical Elections Code, or Rules and Regulations of the Board of Ethics or City Clerk were violated, the date of the alleged violation(s), and include any other pertinent information. Additional pages may be attached to this form if the space provided below is not adequate.

On or about October 23, 2019, Respondent purchased airtime from radio station KBQI, for the purpose of airing political issue advertisements regarding issues to be determined by voters in the upcoming/ongoing local election. Respondent's purchase agreement with the radio station describes the advertisements as relating to "Mill Levy Tax / Democracy Dollars." [Ex. A]

The advertisements described are to air from October 25, 2019 through November 5, 2019, which is the date of this year's local election in Albuquerque. The cost reflected in the agreement is well in excess of \$250. [Ex. A] See Election Code § 2(l) (defining a measure finance committee as any person or persons opposing a ballot measure that has made "expenditures in excess of \$250" for such purposes).

Respondent, further, maintains websites and a Facebook page that are used to advocate against the mill levy and Proposition 2 ("Democracy Dollars").

On or about October 9, 2019, Respondent announced the existence of a website devoted to the purpose of opposing Democracy Dollars (nowaynm.org). That new website is also used to solicit donations. [Ex. B, C]

On or about October 14, 2019, Respondent announced on its Facebook page that: "Democracy Dollars is going down. We need \$30,000 and we already have \$10,500." That post included several hashtags, including: "#transparency." [Ex D]

Respondent, however, has not filed a statement of formation or otherwise registered as a measure finance committee with the City Clerk as required by Section 6(a) and (c) of the Election Code.

Upon information and belief, Respondent has accepted contributions in excess of \$250.

Upon information and belief, Respondent also incurred expenses or recieved in-kind donations in unknown amounts for the production of radio advertisements.

Upon information and belief, Respondent incurred expenses or recieved in-kind donations in unknown amounts to produce its websites and/or facebook page, including its website that exists solely to advocate against Democracy Dollars.

More than five days have elapsed since Respondent published its anti-Democracy Dollars website, since Respondent announced that it has raised \$10,500, and since Respondent expended more than \$250 to purchased the radio airtime described above.

Upon information and belief, Respondent has not submitted any of the above-described campaign materials to the City Clerk as required by the Rules and Regulations of the Board of Ethics at § 7 B and D (hereafter, "Rules").

Upon information and belief, Respondent's radio advertisements do not contain the disclosure required by the Rules at § 7 C.

6. Describe the inquiry undertaken regarding the alleged violation. Additional pages may be attached to this form if the space provided below is not adequate.

Respondent's activities regarding the purchase of radio advertisements were reported in the Albuquerque Journal under the byline of Jessica Dyer.

After reading that article in the newspaper, Complainant obtained a copy of the order confirmation and agreement for the advertisements referenced in the article [Ex. A] and also reviewed the content of Respondent's websites at <https://www.riograndefoundation.org/>, <http://errorsofenchantment.com>, and <http://nowaynm.org/>, as well as Respondent's facebook page.

7. List and attach evidence that supports your allegations, including but not limited to:
 - a. The names/telephone numbers of persons whom you believe may be witnesses to the facts;
 - b. A copy or picture of any political advertisement(s) Complainant references;
 - c. A copy of each document the Complainant references; and
 - d. Any other evidence supporting your allegations.

Additional pages may be attached to this form if the space provided below is not adequate.

Exhibit A: Order Confirmation and agreement between Rio Grande Foundation and iHeartMedia

Exhibit B: image of Respondent's webpage at <http://errorsofenchantment.com>

Exhibit C: image of Respondent's website at <http://nowaynm.org>

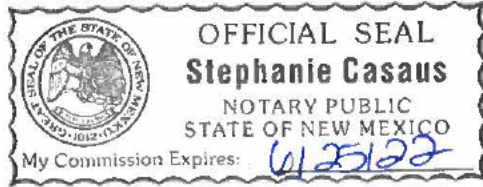
Exhibit D: image of Respondent's Facebook page

Potential fact witnesses:

Paul Gessing [REDACTED]

Rudy Grande, [REDACTED] or [REDACTED]

I, ERIC SHIMAMOTO, hereby swear and affirm under penalty of perjury that, to the best of my knowledge, information, and belief, formed after a reasonable inquiry under the circumstances, each factual contention of this Complaint is supported by evidence.



[Signature]
Complainant (Signature)

ERIC SHIMAMOTO
Print or type name of Complainant

Sworn or affirmed before me, the undersigned authority by Eric Shimamoto this 1st day of November 2019

[Signature]
Notary Public

If, after a reasonable inquiry under the circumstances, you are unable to certify that certain specifically identified factual contentions of the Complaint are supported by evidence, you may certify as follows:

I, _____, hereby swear and affirm under penalty of perjury that, to the best of my knowledge, information, and belief, there are grounds to conclude that the specifically identified factual contentions of this Complaint are likely to be supported by evidence after a reasonable opportunity for further inquiry

Complainant (Signature)

Print or type name of Complainant

Sworn or affirmed before me, the undersigned authority by _____ this _____ day of _____ 20__.

Notary Public

All exhibits or attachments referenced in the complaint must be included with the Complaint.

Advertiser No: 1195668 Order No: 1311082616
 Start Date: 10/25/2019 Co-op: No
 End Date: 11/05/2019 Package: No
 Month Type: Broadcast Agency Comm.: 15%
 Revision #: 2
 CPE:
 AE: Gannon, Tim
 Entered: 10/24/2019 02:12 PM by Fusion
 Last Update: 10/24/2019 02:20 PM by abq1cgr
 Note:
 Note 2:
 Spl Req Inv:

Rio Grande Foundation
 c/o RG Mountaintop Consulting, LLC
 Attn: Rudy Grande
 9109 Corona Ave NE
 Albuquerque, NM 87122

7.876% tax will be applied to all net billings

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip W.	M	T	W	T	F	S	S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 Albuquerque NBQI-FM	06:00-10:00 Commercial	10/25/19	10/25/19	1	12.00 Local Agency-Political	0	0	0	0	0	4	0	0	4	60	4	48.00
2 Albuquerque NBQI-FM	10:00-15:00 Commercial	10/26/19	10/26/19	1	12.00 Local Agency-Political	0	0	0	0	0	0	4	0	4	60	4	48.00
3 Albuquerque NBQI-FM	19:00-23:59 Commercial	11/01/19	11/03/19	1	7.00 Local Agency-Political	0	0	0	0	0	5	5	5	15	60	15	105.00
4 Albuquerque NBQI-FM	06:00-10:00 Commercial	10/28/19	11/01/19	1	12.00 Local Agency-Political	0	4	4	4	4	4	0	0	20	60	20	240.00
5 Albuquerque NBQI-FM	10:00-15:00 Commercial	11/02/19	11/03/19	1	12.00 Local Agency-Political	0	0	0	0	0	0	4	0	4	60	4	48.00
6 Albuquerque NBQI-FM	06:00-10:00 Commercial	11/04/19	11/05/19	1	12.00 Local Agency-Political	0	4	4	0	0	0	0	0	8	60	8	96.00
7 Albuquerque NBQI-FM	19:00-23:59 Commercial	11/04/19	11/04/19	1	7.00 Local Agency-Political	0	5	0	0	0	0	0	0	5	60	5	35.00
8 Albuquerque NBQI-FM	19:00-23:59 Commercial	10/28/19	11/03/19	1	7.00 Local Agency-Political	0	5	5	5	5	5	5	5	35	60	35	245.00

No. of Spots/Misc/Digital: 95/0/0

Ordered Gross: \$865.00
 Agency Commission: \$129.75
 Ordered Net: \$735.25
 Total Net Due: \$735.25
 Tax: \$57.90
 Total Due: \$793.15

EXHIBIT A

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Amt. Ord.:	8	87	0	0	0	0	0	0	0	0	0	0	0
Gross:	96.00	769.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	81.60	653.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Any and all sales or transaction taxes listed on this order confirmation are estimates. Actual sales or transaction tax payable will be reflected on your invoice. If you have questions related to the taxes associated with this transaction, please consult your tax professional.

Participating Customers

Rio Grande Foundation 100%

ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. PAYMENT

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.

1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

1.3. On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

1.4. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

2.2. Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

2.3. Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

2.4. If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DATA

5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. NON-DISCRIMINATION. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217.

Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

Client: **Rio Grande Found'n_Mill-Levi_Democracy Dollars**

Station: **KBQI-HD2 - Classic Country - "The Bull"**

Agency: **RG Mountaintop Consulting, LLC**

Month: **Oct-19**

Insertion: **1** of **1**

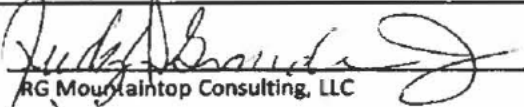
Calendar

Supress Rates

Week of:	Daypart:	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Rate	Total	Cost	Length
9/30/19	6a - 10a	-	-	-	-	-	-	-	12.00	-	-	:60
	10a - 3p	-	-	-	-	-	-	-	12.00	-	-	:60
	6a - 6a	-	-	-	-	-	-	-	9.00	-	-	:60
	7p - 12 MID	-	-	-	-	-	-	-	7.00	-	-	:60
10/7/19	6a - 10a	-	-	-	-	-	-	-	12.00	-	-	:60
	10a - 3p	-	-	-	-	-	-	-	12.00	-	-	:60
	6a - 6a	-	-	-	-	-	-	-	9.00	-	-	:60
	7p - 12 MID	-	-	-	-	-	-	-	7.00	-	-	:60
10/14/19	6a - 10a	-	-	-	-	-	-	-	12.00	-	-	:60
	10a - 3p	-	-	-	-	-	-	-	12.00	-	-	:60
	6a - 6a	-	-	-	-	-	-	-	9.00	-	-	:60
	7p - 12 MID	-	-	-	-	-	-	-	7.00	-	-	:60
10/21/19	6a - 10a	-	-	-	-	4	-	-	12.00	4	48.00	:60
	10a - 3p	-	-	-	-	-	4	-	12.00	4	48.00	:60
	6a - 6a	-	-	-	-	-	-	-	9.00	-	-	:60
	7p - 12 MID	-	-	-	-	5	5	5	7.00	15	105.00	:60
10/28/19	6a - 10a	4	4	4	4	4	-	-	12.00	20	240.00	:60
	10a - 3p	-	-	-	-	-	4	-	12.00	4	48.00	:60
	6a - 6a	-	-	-	-	-	-	-	9.00	-	-	:60
	7p - 12 MID	5	5	5	5	5	5	5	7.00	35	245.00	:60
11/4/19	6a - 10a	4	4	-	-	-	-	-	12.00	8	96.00	:60
	10a - 3p	-	-	-	-	-	-	-	12.00	-	-	:60
	6a - 6a	-	-	-	-	-	-	-	9.00	-	-	:60
	7p - 12 MID	5	-	-	-	-	-	-	7.00	5	35.00	:60

In addition to the above schedule, please add the Client's commercials to Station Remnant, up to:
 add'l commercials / day (Mon - Sun; 6a - 6a)

- Schedule cancel terms: 2 weeks email notice. ~ All Makegoods due within the run dates and dayparts. ONE HOUR SEPERATION REQUIRED.
 ~ RG Mountaintop Consulting, LLC is a limited, non-exclusive Buying Agent. This Insertion Order obligates the above Client for 100% of payment for above listed goods, services, early cancellations and/or penalties.
 ~ Stations: Please sign acceptance and email to: Rudy@RudyGrande.com.
 ~ Stations: Please sign acceptance and email to: Rudy@RudyGrande.com.

Agency: 
 RG Mountaintop Consulting, LLC

Agreed: _____
 KBQI-HD2 Representative

Date: 10/23/2019

KBQI-HD2	95	865.00	
Tax		68.12	Agency (15%)
		\$ 933.12	\$ 793.15
Gift Certs		Gift Certs	Gift Certs
Client \$20		Client \$50	Client \$100
		-	-

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and Location: NBQ I-FM Albuquerque	Date: 10/24/19
--	--------------------------

I, Ruder Grande

do hereby request station time concerning the following issue:

Mill Levy Tax / Democracy Dollars

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
SEE ATTACHED					

This broadcast time will be used by: _____

**THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT
"COMMUNICATES A POLITICAL MATTER OF NATIONAL IMPORTANCE."
FOR ALL OTHER ISSUE ADS, PLEASE GO TO PAGE 3.**

Programming that "communicates a political matter of national importance" includes (1) references to legally qualified candidates (presidential, vice presidential or congressional); (2) any election to Federal office (e.g., any references to "our next senator", "our person in Washington" or "the President"); and (3) a national legislative issue of public importance (e.g., Affordable Care Act, revising the IRS tax code, federal gun control or any federal legislation).

Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"
 Yes No

For programming that "communicates a message relating to any political matter of national importance," list the name of the legally qualified candidate(s) the programming refers to, the offices being sought, the date(s) of the election(s) and/or the issue to which the communication refers (if applicable):

I represent that the payment for the above described broadcast time has been furnished by (name and address):

Rio Grande Foundation, 4301 The 25 Way, Ste B

and you are authorized to announce the time as paid for by such person or entity (hereinafter referred to as the "sponsor").

ABQ 87109
(505) 264. 6090

List the chief executive officers or members of the executive committee or the board of directors below (or attach separately):

Paul Guessing

For programming that "communicates a message relating to any political matter of national importance," attach Agreed Upon Schedule (Page 5)

**THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT
DOES NOT "COMMUNICATE A POLITICAL MATTER OF NATIONAL
IMPORTANCE"**

I represent that the payment for the above described broadcast time has been furnished
by (name and address):

9109 Corona Avenue NE
ABQ 87122
RG Mountaintop Consulting, LLC (505)

and you are authorized to announce the time as paid for by such person or entity
(hereinafter referred to as the "sponsor"). 445-3400

List the chief executive officers or members of the executive committee or the board of
directors below (or attach separately):

Rudy D Brank Jr. (Agency Owner)
Paul Gussing CEO

TO BE COMPLETED FOR ALL ISSUE ADVERTISEMENTS

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

The Sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, that may ensue from the broadcast of the above-requested advertisement(s). **For the above-stated broadcast(s), the sponsor also agrees to prepare a script, transcript, or tape, which will be delivered to the station at least 1 before the time of the scheduled broadcasts.**

TO BE SIGNED BY ISSUE ADVERTISER (SPONSOR)

10/24/19 *Rudy Andrade Jr.* (585) 270-3887
Date Signature Contact Phone Number

TO BE SIGNED BY STATION REPRESENTATIVE

Accepted **Accepted in Part** **Rejected**
[Signature] Reed Exec Ass't
Signature Printed Name Title

AGREED UPON SCHEDULE

For All Issue Advertisements That Communicate a Message Relating to Any Political Matter of National Importance

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks

Attach proposed schedule with charges (if available):

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual time the rate for spots "communicating a political matter of national importance" air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that and rates for specific spots aired. The FCC's online political files include a folder for "Terms and Disclosures." NAB suggests that, for stations subject to the online public file rule, the names of contact person(s) be placed in that folder.

What are Democracy Dollars Supporters Afraid of (and new website sheds light on issue)

October 9, 2019 Paul Gaseing

It seems that left-wing advocates of the proposed "Democracy Dollars" ballot measure (proposition 2 on the ballot) would prefer to have as little public debate and discussion on the issue as possible. Rather, they seem to believe that the nice sounding name and generous ballot language (no tax increase!) will carry them to victory. It seems particularly odd that a group of advocates who claim to be so concerned about the influence of "dark money" is also trying to keep voters "in the dark" about the reality of their election changes.

If any leader from one of the myriad groups currently supporting "Democracy Dollars" please send us a note: info@riograndefoundation.org We want to have a public debate on the issues because we believe voters should know both sides of important issues like this one.

At the Rio Grande Foundation we have tremendous concerns about increasing the generosity of public election financing, especially when that involves distributing \$25 vouchers to every "resident" of Albuquerque, whatever that means. The addition of even more tax money into the mix will do nothing to keep outside groups and other interests from spending money on election campaigns. In fact, the initiative will empower powerful (predominantly left-wing) groups that have the capacity to collect vouchers for their preferred candidates.

You can read more about the proposal on the Foundation's website nowaynm.org which we have dedicated to educating Albuquerque voters on this important issue. On Election Day Albuquerque voters should tell local politicians "Go Fund Yourself."



Print Friendly

EXHIBIT B

VOTE NO: ALBUQUERQUE DEMOCRACY DOLLARS

What is Albuquerque Democracy Dollars?

In a nutshell: taxpayer-financed political mudslinging.

There are always a few bad ideas on Albuquerque ballots. One of the worst ideas to come along in a long time is the mis-named "Democracy Dollars" proposal. The proposal (you can read the PwO questions here) which is on City ballots this fall would profoundly alter the way City elections are funded by pouring millions (MORE) of our tax dollars into political campaigns.

Only a summary appears on the ballot and that this is the full text of the issue. Misleading summaries are part of the course on this fall's ballot.

<https://www.abq.gov/voter/documents/f-165enacted.pdf>

Listed to local attorney Pat Rogers discuss how ADD is BAD

VOTE NO
PROPOSITION 2
NOVEMBER 5, 2019





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Rio Grande Foundation
October 14 at 3:52 PM
Democracy Dollars is going down. We need \$30,000 and we already have \$10,500.
Will you help us reach our fundraising goal to launch this litigation?
Visit www.nowaynm.org and choose "donate"
#accountability #nmpol #litigation #timecon #transparency #liberty #freedom #taxpayers #politics #rgrfm #libertycurious



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EXHIBIT D