



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

July 8, 2025 - 6:30 PM

Donald E. Carroll City Commission Chambers
City Hall, 1376 E. Ninth Street

Susan L. Payne Mayor
Sharon McDonald Mayor Pro-Tem, District 5
Crystal Guthrie District 1
Stephen Burnett District 2
Warren Robinson District 3
Josh Rardin District 4
Mark Tapley District 6

Stephanie Hernandez Acting City Manager
Darrell Mori City Attorney
Rachel Hughs City Clerk

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

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

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

In accordance with Section 10-15-1.D, NMSA 1978 (2010 Cumulative Supplement), this agenda has been posted on the east bulletin board located in the south of the City Hall and in the glass case located outside 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 575-439-4100.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation to recap FY25 and explain work to be done in FY26 by Alamogordo MainStreet. (Nolan Ojeda, Executive Director of Alamogordo MainStreet)

PUBLIC COMMENT

Residents must sign up with the City Clerk to address the City Commission. The standard allotted time is 3 minutes, but the Mayor reserves the right to change depending on the number of public comments.

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

CONSENT AGENDA (Roll Call Vote Required for an Ordinance or Resolution)

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

2. Approve the minutes for the Joint City & County Commission meeting on June 23, 2025, and the Regular Commission Meeting on June 24, 2025. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, approval of the Annual Reports from City Boards and Committees for Fiscal Year 2025. *(Rachel Hughs, City Clerk and Stephanie Hernandez, Acting City Manager)*
4. Consider and act upon contract #26-624-4000-0014 between the City of Alamogordo and the State of New Mexico Aging and Long-Term services Department for the FY26 Senior Companion, Care Companion and Foster Grandparent Programs Grants. Senior Companion Program \$49,532.50; Care Companion Program \$27,000.00; Foster Grandparent Program \$69,525.00. *(Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)*
5. Consider, and act upon, the approval of an agreement with the New Mexico Economic Development District, Non-Metro Area Agency on Aging for the Nutrition Service Incentive Program (NSIP). The total amount budgeted is \$25,107.00. *(Magdalena Morales, ASC Manager, and Veronica Ortega, Community Services Director)*
6. Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY26 contract for Direct Purchase of Services for senior programs. The total amount budgeted is \$547,563.60. *(Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)*
7. Consider and act upon the award of RFP 2025-005 On-Call Well and Pump Services to Statewide Drilling, Inc. *(David Nunnelley, Utilities Director)*
8. Consider, and act upon, Resolution 2025-20 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of June 30, 2025. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

9. Consider, and act upon, an appeal by Lindmark for two billboard signs located at 821 US Hwy 70 W and 200 US Hwy 54. *(Erik Fortenberry, Acting City Planner, James Spence, Regional President; Angie Duncan, Regional Vice President)*
10. Consider, and act upon, Resolution No. 2025-19, adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommended capital outlay projects for Fiscal Years 2027-2031. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

EXECUTIVE SESSION (Roll Call Vote Required)

11. Adjourn into Executive Closed Session in compliance with 10-15-1(H)(7)NMSA (as amended) to discuss: Current Litigation Nelson v. City of Alamogordo. *(Kimberly Martinez and Jared Najjar, Virtue & Najjar PC; Darrell Mori, City Attorney)*

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/8/2025

Report Date: 07/02/2025

Report No: 1.

Submitted By:

Subject: Presentation to recap FY25 and explain work to be done in FY26 by Alamogordo MainStreet.
(*Nolan Ojeda, Executive Director of Alamogordo MainStreet*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:



City of Alamogordo City Commission Meeting AGENDA REQUEST FORM

Today's Date: 7/1/25

Request Date of Meeting: 7/8/25

Name and Title: Nolan Ojeda, Executive Director AMS

Address: 918 New York Ave
Alamogordo, NM ZIP 88310

Phone Number: 575-446-3612

E-Mail Address: director@amainst.org

Item requested will be for Information only

Brief description of topic to be discussed:

Please attach one original of any documents pertaining to the topic -

We do not allow handouts at the meeting

Presentation to recap FY25 and explain work to be done in FY26 by Alamogordo MainStreet.

Signature: Nolan Ojeda Digitally signed by Nolan Ojeda
Date: 2025.07.01 09:47:01 -06'00'

Please return to: Rachel Hughs, CMC, City Clerk
City of Alamogordo
1376 E. 9th Street
Alamogordo, NM 88310

Phone: (575) 439-4100

Fax: (575) 439-4396

E-mail: rhughs@ci.alamogordo.nm.us

INSTRUCTIONS FOR AGENDA REQUEST FORMS

The Alamogordo City Commission normally meets on the second and fourth Tuesdays of each month at 6:30 p.m. in the City Commission Chambers in City Hall. All meetings are open to the public. Public comment is allowed on most scheduled agenda items at the time each item is scheduled on the agenda. An agenda of City Commission Meetings will be posted at City Hall and on the City website <http://ci.alamogordo.nm.us> under Agendas and Minutes, at least three days before each scheduled meeting, and the yearly schedule of meetings for the City Commission may be found on the City website.

Members of the public desiring to present matters to the Commission on the public agenda must submit a request in writing along with all attachments/presentations to the office of the City Clerk by Tuesday at twelve noon, one week prior to the desired City Commission meeting. Staff will determine which Commission meeting item(s) will be placed on the Agenda. This can be done in person, regular mail, fax or e-mail. The request forms are located in the City Clerk's office and on the City website <http://ci.alamogordo.nm.us>, under City Clerk/Commission Meetings/Agenda Request Form. No action will be taken by the Commission on these items. The City Clerk will confirm with the individual that the request was received and notify them of the date when their request will be scheduled on the City Commission agenda.

Public Comment

No action will be taken relative to items on the Public Comment Section other than referral for information.

Other Agenda Information

- Requests to appear will be placed on a "first-come, first-served" basis.
- The Mayor may set a time limit on comments.
- Members of the public desiring to present matters to the City Commission on the agenda must submit a request in writing to the office of the City Clerk prior to Tuesday at twelve noon one week prior to the City Commission meeting. The request should state the name of the individual(s) desiring to be heard and the matter to be presented.
- This request must be submitted with any documents you plan to present to the Commission. Please submit only one copy, which is one sided and with no staples. We will scan the document for the Agenda Book.
- Item requests may be referred to appropriate staff for mediation prior to being placed on the agenda.
- Matters pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda.
- Decorum is mandatory.



Nolan Ojeda, Executive Director



CURRENT BOARD OF DIRECTORS ROSTER



PRESIDENT

Claudia Loya

Elite Memories



VICE PRESIDENT

Nadia Sikes

Counseling Center



SECRETARY

Shelley Bailey

Holloman Air Force Base



TREASURER

Brandi Schmidt



Claudia Powell

Welcome Home Realty



Brandi Blair

Peaceful Paws



Azar Rangel

Betty Dare Wellness & Rehab



Angie Schneider

Twelfth Judicial District



Sharon McDonald

City of Alamogordo



David Scott

Executive Coordinator



Nolan Ojeda

Executive Director

FY25 Review

Side Street Art Project 2.0

100 Women Who Care Grant - \$16.5k

2 Partner Organizations

6 Historical Murals

8 Artists

Over 1000 Volunteer Hours

MainStreet Makeover (Great Blocks)

NMMS Grant: \$2.9M

32 Affected Businesses

City Investment: \$1.9M

Main water and sewer replacement

New street scape

Business Resiliency Grants

County of Otero Grant: \$60k

10/32 Businesses

4 small businesses development classes

10 grants awarded to business owners

Grant amount per business: \$5,975.41

Christmas on MainStreet

Theme: Fiesta of Lights

Attendance: ~4500

5 Sponsors

50+ food and merchandise vendors

Small Business Saturday

Partnership with SBDC, Chamber, and City

Attendance: ~300

Science Discovery with Main Street America

Main Street America Grant: \$12.5k

Partners engaged so far: 5

FY25 Review Cont.



Mary Means Leadership Award – Main Street America
Claudia Loya, President of Alamogordo MainStreet was
recognized with the highest level honor for leadership at
the national level. She marks the first ever volunteer to
receive this award, as well as the first New Mexican.

Highlights

2,210 Volunteer Hours

4 New Businesses

\$1,169,000 Private Investment

\$1,800,000 Public Investment

\$1,076,500 in Grants Received

Over a dozen partnerships

~\$70,000 NMMS RS Consultant Services

Utilized



Year Ahead Projects

Completion of MainStreet Makeover (Great Blocks) HALLELUJAH!!

Façade Squad Grants – 13 Participating Businesses

NMMS Annual Institute & 40th Anniversary

Science Discovery Grant

Side Street Art 2.0 Opening

Murals & Memories Tour

District Commercial



10th Street & New York Avenue • viewing south down New York Avenue

Year Ahead Events

Side Street Art Ribbon Cutting

MainStreet Makeover Launch Event

Trick or Treat on MainStreet

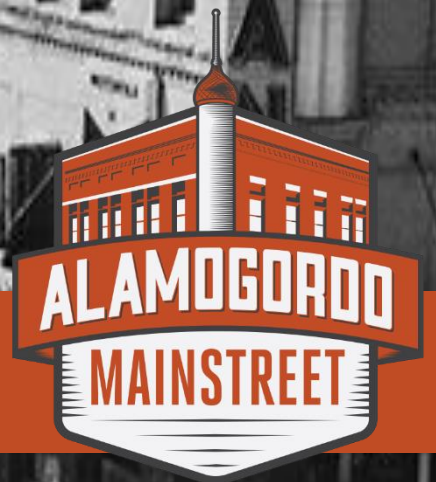
Shop Small Saturday

Christmas on MainStreet





QUESTIONS? How else can we help or inform?



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/8/2025

Report Date: 07/02/2025

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the Joint City & County Commission meeting on June 23, 2025, and the Regular Commission Meeting on June 24, 2025. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY & COUNTY COMMISSION JOINT MEETING DRAFT MINUTES
5:30 PM, SGT. WILLIE ESTRADA MEMORIAL CIVIC CENTER
800 E. FIRST ST. ALAMOGORDO, NM
June 23, 2025**

ALAMOGORDO CITY COMMISSION

**SUSAN PAYNE, MAYOR
SHARON McDONALD, MAYOR PRO-TEM
CRYSTAL GUTHRIE, COMMISSIONER
STEPHEN BURNETT, COMMISSIONER
WARREN ROBINSON, COMMISSIONER**

**JOSHUA RARDIN, COMMISSIONER
MARK TAPLEY, COMMISSIONER
STEPHANIE HERNANDEZ, ACTING CITY
MANAGER
DARREL MORI, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

OTERO COUNTY COMMISSION

**VICKIE MARQUARDT, COMMISSION CHAIRWOMAN
GERALD MATHERLY, COMMISSION VICE-CHAIRMAN
AMY BARELA, COMMISSION MEMBER**

CALL TO ORDER & ROLL CALL

Mayor Payne called the meeting to order at 5:33 PM. Roll Call was taken by the City Clerk for the City Commission. Commissioner Warren Robinson was absent. City Clerk Hughs announced there was a quorum present for the City Commission. Roll Call was taken by the County Clerk for the County Commission.

INVOCATION & PLEDGE OF ALLEGIANCE

The Invocation was given by Mayor Payne, and the Pledge of Allegiance was led by Commissioner Tapley.

APPROVAL OF AGENDA

**Mayor Pro-Tem McDonald moved to the agenda.
Commissioner Marquardt seconded the motion.
Motion with a vote of 9 - 0 - 0.**

PUBLIC COMMENT

Josiah Vesey said he was a Communications Officer at TBRDA. He spoke on behalf of TBRDA and asked the City to look at what went wrong and to look at it as a learning opportunity.

Christine Padilla said she had worked with the County's 911 Center for nine years. She said that Director Barney brought technology, tools, and leadership to TBRDA.

Audrey Hann said she was a Floor Supervisor at TBRDA. She had previously submitted a letter that highlighted key concerns. She said she witnessed repeated unprofessional behavior from APD personnel, and there is a pattern of APD issuing directives counter to those in place by TBRDA and the Board. Technology was brought in at the request of APD which created more complexity and a demand on time with little operational benefit. There is a division between the City and the County.

McKayla Finnigan said she wanted to thank the City Commission for listening to their former dispatchers, police officers, firefighters, and citizens regarding the issues with the consolidated dispatch. You understood the facts and decided to stop the indiscriminate squandering of city taxpayer dollars with no city oversight. Your diligence is much appreciated.

Gilbert Garcia said he has worked with both the City and County and has only experienced professionalism. No matter what, we will get the quality of service that citizens expect.

Elaine Blythe said she supports 4H and the Extension Program. There needs to be adequate parking at the Otero County Fair, and anything that reduces that parking would be detrimental. During the Fair, the parking lot is packed with people parking on side streets, which is incredibly dangerous. The City has an obligation to provide safe and adequate parking. I speak against anything that would decrease the parking lot.

Sid Gordon said the parking lot situation is a logistics nightmare. If the property were to sell, that business would be at a major disadvantage. That needs to be heavily considered before a decision is made.

Andrew Carroll said the Fairgrounds is the main Otero County evacuation site. We need it in times of disaster and emergency. It is also the high school's evacuation site. Cloudcroft High School wanted an MOU to use it as an evacuation site, too. We need the parking space for the Fair alone, which is the largest in Otero County. If the Fair does not have parking, you would be effectively shutting down the Fair.

Kyle Miesbauer said strangely, despite the overwhelming testimony and evidence, the County is willing to dissolve a multi-million-dollar agency to defend a controversial Director. The County Commission does not know the full extent of what is happening. When an employee brought overwhelming evidence of malfeasance to the HR Director, they were told it would not be investigated unless others came forward to corroborate their story, and they should just transfer. The current and former employees of TBRDA deserve better.

WORK SESSION

1. Tularosa Basin Regional Dispatch Authority.

Commissioner Marquardt said they wanted to have this meeting to clear the air. The City has already turned in a letter stating they wish to move away from TBRDA effective March 2026. This meeting was to let people who wished to speak, speak.

Mayor Payne said she was listening to the dispatchers tonight as she did in the past, and it is interesting that everyone seemed to know every personnel issue at TBRDA and why personnel left. I thought personnel records were confidential. I have concerns about personnel issues being discussed at public meetings. If I were a dispatcher, I would be concerned. If it happened to previous dispatchers, it could happen to you. My opinion is that we turned in our letter, and there is nothing more to discuss.

Commissioner Barela said she called this meeting to be transparent. I met with Chief Kunihiro and learned some things I thought would be repairable. There were rumors regarding dispatcher week and how the Alamogordo Police Department would not support it. I spoke to officers, and not one had that view. They completely supported our dispatchers. I think there are misunderstandings and misconceptions. We will be a good team after we get over this.

Commissioner Matherly said we brought in a new Director for the Dispatch Center. He is a smart, educated man who comes from a business with rules you followed. One of the problems in Alamogordo is that everyone does what they want to. They fight the system. I take my hat off to the Director who has done a fabulous job. If he did not do a good job, would centers all over the state be asking him over to show them things? I had to call 911 recently. They were very professional and there within four to five minutes. Our Center is state-of-the-art. We should be proud of it, not trying to break it down and destroy it.

2. Property and parking lots at the Fairgrounds.

Acting City Manager Hernandez said we had previously brought this topic up at an Executive Session in a City Commission Meeting. Per the direction of the City Commission, they wanted to have a joint meeting to discuss possibilities at the Fairgrounds. Two possibilities were brought to the City Commission at that Executive Session. One was to sell the front part of the City parking lot, give the rest to the County, and work with businesses regarding parking at the Fair and Burning of the Bull. The other option was to reimagine the Fair and move it to a bigger location for bigger things. The City has property, specifically the landfill off the bypass, that can be offered government to government, to help develop it, so the County could sell its piece of the Fairgrounds. The County and City could develop pieces of the landfill to make the Fair bigger. The landfill is about one hundred and fifty acres, whereas the current location is about thirty-one acres. Tonight is the opportunity to discuss the direction we want to go.

Commissioner Marquardt said she was relieved the City did not want to sell the whole parking lot, but even selling a piece of it would cause problems. We already do not have enough parking out there. This rumor about the City selling the parking lot goes around every year. We all get worried about it. We can work with the City for an agreement, in writing, that we are not going to sell the parking lot. The hospital has property behind where the rides are, and I talked to them about doing something with that, but I do not know how much it would cost for something like that. It would be a huge cost to the County, even if the land were donated. We do not have a deal with them; This is just an idea. Is the City thinking about selling the first half? Acting City Manager Hernandez said the rumors start because we get approached regularly. We are upgrading the Fairgrounds intersection to a four-way stop, which is Phase 1 of connecting to the bypass. No one I have spoken to is interested in the entire parking lot; they just want the front piece and access. I cannot recall exactly, but from where Pepper's was, make a straight line. That would leave a big piece to give to the County. Commissioner Marquardt said regarding the landfill, we already know the highway out there is a mess. I think it would be extremely expensive to make that a usable property. I know that Roosevelt County is in the process of upgrading its fairgrounds, and they are up to \$28,000,000. They are not rebuilding it; they are just redoing it. I am hoping we can work something out so we do not lose our parking lot. The Fair is a huge historical event and the largest we have in the County. The idea of people parking at the mall and crossing White Sands Boulevard scares me. That is not a safe alternative for parking, and we should not encourage it. I would feel we are almost liable. Commissioner Matherly said that the parking lot is a designated Emergency Command Center. Last year, during the Ruidoso fires, that parking lot was totally full. I have heard they were going to take off two hundred and fifty feet of that parking lot, which is a lot. Then, there is access to get into and out of the parking lot during a fair. It is bad all around. They also do CDL testing out there. I have a letter of support for the Fair here. Almost sixty thousand people went through those gates last year. Where will they park? How will old people who park half a mile down the road get there? This whole deal is bad. Do you realize how much money the Fair brings in for and from businesses? I cannot believe the City would consider putting a damper on another recreational facility. You have to think of all the people who would be affected. I was told that maybe Alamogordo could donate property, but who would come up with the \$25,000,000 to \$30,000,000 to rebuild that facility? The County does not have that kind of money. I do not think the City does either. So I do not understand this. Acting City Manager Hernandez said that when I get these offers, I have an obligation to bring them to the City Commission. I am not pushing this. The Commission makes the decision. Mayor Payne said that it is the Acting City Manager's job, and you would want your County Manager to come to you and present options. Commissioner Matherly said he would not expect anything less from our County Manager. This has been going on for years. Mayor Payne said she thought Commissioner Matherly was misunderstanding this entire thing. The County called this. We were done with this issue. I am not sure where any of this came from.

Commissioner Barela asked if everyone appreciated the bypass that goes over the landfill. That would be where the future Fair proposal is. It feels like the TBRDA situation was held over our heads in limbo of the decision for the Fairgrounds parking lot. I have an email here that states, "Although I feel extremely uncomfortable sending this email without the City Commission knowing it." It is inappropriate. I do feel there are City and County Commissioners who do not know the extent of every conversation that has happened. There are a lot of decisions being made that are not going through the City Commission. I hope this meeting changes that direction and involves the City Commission in more of these decisions. I have a letter of termination here from the City of Alamogordo concerning TBRDA. Not one City Commissioner's autograph is on here. I do not know who is running the City. Mayor Payne said that the City Commission voted on the letter for TBRDA. We all knew about it. Commissioner Barela said I was aware of that, but I do not think everyone was aware of this letter. Mayor Payne said we were. We voted on it and knew about it. Acting City Manager Hernandez said I sent that email, and I let the Commission know that it was sent in either a weekly report of the Executive Session. I said that although I feel extremely uncomfortable sending this email, Sheila's post put me in a difficult position. I was trying to clear the air with County Attorney RB Nichols and the County Manager. I wanted to say that we did not intend to sell the parking lot before I went to the City Commission. I wanted to let them know the options I was giving to the City Commission. Commissioner Matherly asked how the City Commissioners felt on this. Commissioner Rardin said as far as the parking lot, we need to keep it in the short term, the next couple of years. In the next five to ten years, we need to sit down with a plan. The Fairgrounds has been outgrown. It is inevitable. We have talked about this six or seven times since 2009. I think we cannot do that to the County; it is a huge event. For the time being, we need to leave it the way it is. Within the next five to ten years, we need to talk about how we will move it, how we will do it, and where it might be. Or we may not even want that direction, and we will leave it where it is. It needs to stay where it is for the next two to three years. Commissioner Matherly said he agreed with that. Commissioner Tapley said that when we got out of the meeting, none of us said

we needed to sell it right now. We do need to have something to look at in the future. As for right now, I think we all feel the same about where it stands. Commissioner Rardin said we could put a resolution on the City Commission's agenda stating we would not sell the parking lot for a certain number of years. I feel the conversation needs to be had with the Fair Board, the County Commission, and the City Commission. We all need to be involved because of the huge impact. I do not remember the size of our parking lot. Acting City Manager Hernandez said that, in total, there are about thirty-one acres between County and City property. Commissioner Rardin said it is prime real estate in town. When it was originally developed, it was on the edge of town. I have been here my whole life and have gone to the Fair nearly every year. However, logically speaking, it is inevitable that it may have to move in the future. In the short term, it needs to stay where it is because it is not feasible to move now. Commissioner Matherley said if we could get an agreement like that, it would be up to the County to figure out a funding deal. It's not something we can just come up with next year. People do not realize how much that facility would cost to replace. You could not build that in a year. Every year, it will just cost more and more. The County needs to figure out how to get that funding done. This must be thought out in great detail before something is done. Mayor Payne said the landfill proposed earlier is just one option. The City owns lots of land around itself. There are also many grants out there. If the current Fairgrounds property were appraised, I think you would be surprised by its value. Acting City Manager Hernandez said our parking lot was appraised at \$1,200,000 at a little over three acres. Mayor Payne said that leaves around twenty-eight acres. I think the County needs to consider our offer, but maybe not right away. To me, it makes sense to expand the Fairgrounds. As Commissioner Matherly said earlier, it was sixty thousand people. Even with the extra three acres, that is a lot of people. Realistically speaking, keeping the Fair at the Fairgrounds long term does not make sense. The area we discussed is one hundred and fifty acres, and you have thirty-one acres now. I think it is worth considering if you can find grants and funding. It will relieve congestion during those times. It can be a meeting site, CDL training, Burning of the Bull, all those things, and more. I think the funding is out there, but you need to be diligent and seek it out. We could have a spectacular fair.

Commissioner Marquardt said so we are clear, we understand the City is not selling the parking lot at the Fair. We could maybe get something in writing that says until the Fairgrounds is moved to another location, we are safe in saying we have that parking lot. Coming up with that kind of funding will take a while. Just so these rumors do not start every year. Mayor Payne said to be clear, we as the City have already talked about this. I am not sure why people keep thinking we are ready to sell the parking lot. Commissioner Marquardt said that is why we want something in writing. Mayor Payne said yes, we have had those things in writing before. We would have to talk about it as a City Commission and come up with a time limit before we bring it back out again. I agree with Commissioner Rardin that the Fair has outgrown its current location. In the best interest of the Fair and safety, a goal should be made. Again, the City will provide the property, and we will do our part. Commissioner Matherly said he also agreed with Commissioner Rardin regarding the growth. It is a nightmare to get out on White Sands Boulevard. It would be great on the outskirts of town, but I would not agree with the old landfill. Location can be discussed later, but we need time to find funding. Mayor Payne said she recommended that the County get its property appraised. Commissioner Rardin said the County needs the funding for a facility first, and then selling the property could help pay for the initial investment. Do we want to do a resolution or a statement? We could say we will not sell it for two years. We could also look at private-public partnerships regarding moving it to get the costs down. Mayor Payne said all seven City Commissioners agree we cannot sell the parking lot. Commissioner Rardin said we need to do something in writing and make it official. Commissioner Marquardt said they would appreciate that. The County is in the middle of building a courthouse, so we need some grace on that. Acting City Manager Hernandez said to make a suggestion, if the resolution could have a time limit for a design within five years. Is that reasonable for the County? County Attorney RB Nichols asked how the City felt about contributing the money from the sale of the parking lot to the Fairgrounds as a sign of goodwill. Acting City Manager Hernandez said she would put that money back into economic development, but there are certain things we could do to help prepare the land. Commissioner Barela said that, looking at the budget and what the County has going on with the judicial complex building, it is just not feasible. I think it should be in writing for ten years, during which the property will only appreciate in value. If the City decides to sell the parking lot, that \$1,200,000 should go into the trust to move and rebuild the Fairgrounds. Mayor Payne said she did not agree with that. The City is already offering a one hundred and fifty acre piece of property. That should be the City's contribution. These are taxpayer dollars, not our personal accounts. I cannot imagine the taxpayers thinking that is okay. Commissioner Rardin said it would be for them as well. Most of that can be discussed at a later time. The purpose tonight is to get something in writing so the County does not think we will sell the parking lot out from under them. I would like something on the next possible City Commission agenda.

ADJOURNMENT

**Mayor Pro-Tem McDonald moved to adjourn at 6:32 PM.
Commissioner Marquardt seconded the motion.
Motion passed with a vote of 9 - 0 - 0.**

ATTEST:

Mayor Susan Payne

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on July 8, 2025.

DRAFT

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR DRAFT MEETING MINUTES
6:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS
June 24, 2025**

**SUSAN PAYNE, MAYOR
SHARON MCDONALD, MAYOR PRO-TEM
CRYSTAL GUTHRIE, COMMISSIONER
STEPHEN BURNETT, COMMISSIONER
WARREN ROBINSON, COMMISSIONER**

**JOSHUA RARDIN, COMMISSIONER
MARK TAPLEY, COMMISSIONER
STEPHANIE HERNANDEZ, ACTING CITY
MANAGER
DARREL MORI, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

CALL TO ORDER & ROLL CALL

Mayor Payne called the meeting to order at 6:30 PM. Roll Call was taken by the City Clerk. City Clerk Hughes announced there was a quorum present.

INVOCATION & PLEDGE OF ALLEGIANCE

Invocation was given by Pastor Timothy Green from Cottonwood Christian Fellowship, and the Pledge of Allegiance was led by Mayor Pro-Tem McDonald.

APPROVAL OF AGENDA

**Commissioner Robinson moved to approve.
Mayor Pro-Tem McDonald seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.**

PRESENTATIONS

1. Presentation by the City of Alamogordo's Utilities - Engineering department to update the public and commissioners on all upcoming projects by providing an informative overview of future plans and developments. (*Justen Boyle, Senior Project Manager*)

Senior Project Manager Boyle gave his presentation with a breakdown of projects into Design Phase, Shovel-Ready Projects, Bidding Phase, Construction Phase, Warranty Phase, and Final Completion.

Design Phase - Traffic Head Replacement

Commissioner Rardin asked if they were going to implement roundabouts into that traffic placement. Senior Project Manager Boyle said no. If the traffic study does not involve a roundabout, I do not see it happening. We go off our on-call engineers.

Design Phase - WSRP-003

Commissioner Guthrie asked about the timelines for this. Senior Project Manager Boyle said 002 is going out for bidding. As one finishes with the design, the other goes out to bid, and then the next goes into design. This will probably be a year, but I cannot give you a timeline.

Design Phase - Washington Canal Design - Public Works Department

Commissioner Robinson asked if the canal would be all concrete when completed. Senior Project Manager Boyle said it will be concrete from Indian Wells to McKinley Channel.

Commissioner Rardin said it was mentioned that two concrete culvert boxes need to be replaced. We have four crossings there. Senior Project Manager Boyle said there are actually six. They are at 18th Street, 14th Street, 10th Street, 9th Street, City Hall, and Mountain View. In the design, the ones at City Hall and Mountain View will be removed. Commissioner Rardin asked if we would keep the others. Senior Project Manager Boyle said correct. Speaking about the future, we are looking into a pedestrian crossing at Mountain View. Commissioner Rardin asked what we would do to alleviate congestion in the parking lot at City Hall. Senior Project Manager Boyle said removing that will help a lot because people drive through that parking lot. You will have an opening with access on 9th Street instead of crossing. There are signs saying no through traffic, but it still happens. The main focus on that is the

drainage. Commissioner Rardin asked if traffic studies would be done on that beforehand, when you get the design. Senior Project Manager Boyle said yes, engineers are already doing models.

Design Phase - Traffic Technical Standards

Commissioner Rardin asked if this would be similar to what NMDOT already has in place. Senior Project Manager Boyle said yes, but it would be more for Alamogordo standards. NMDOT has its own, so it would be different. There will be similarities in certain things.

Design Phase - Valley View Drive Improvement

Commissioner Rardin asked if the design included opening up a loop that would go over and past the reservoirs. Senior Project Manager Boyle said no, this will still be completely sealed off. Commissioner Rardin asked if it would be opened back to alleviate traffic there. Senior Project Manager Boyle said no. Commissioner Rardin asked for the reasoning as to why the road would be closed. Senior Project Manager Boyle said it is City property, in an area that floods a lot, and is hazardous. There are chemical trucks there all the time. It is better to keep people out of the Water Plant area. Commissioner Rardin asked if we would just go to the entrance of the Water Plant and then stop. Senior Project Manager Boyle said correct. We will have gates and fencing too. It has never been an actual right-of-way; it is private property.

Shovel Ready Projects - Balloon Park

Commissioner Rardin asked if another restroom would be built on the other side of the Balloon Park. One was built about two years ago. Senior Project Manager Boyle said this is different from what is over there. It would be closer to the stage area, towards the west side.

Current Construction Projects - F-4 Project

Commissioner Rardin said that when the jet is moved, would it be just towed up the highway? Senior Project Manager Boyle said yes, the timing for that is very specific. Commissioner Rardin asked if power lines would need to be raised. Senior Project Manager Boyle said I do not think so. When it was moved over to the Airport, they said they did not have issues even under the traffic light. As long as the lights are as tall as the ones at the Airport and Highway, I think we will be safe.

Current Construction Projects - 10th Street CBC Remediation

Mayor Payne asked if this was still on schedule for July. Senior Project Manager Boyle said as long as we have the footings and wing walls in, it is just a matter of having one dry day to start doing the backfill, density checks, and every lift. It depends on the soil because they cannot be compacted on mud. We will see how it goes based on the weather.

Completed Projects

Commissioner Rardin asked about the striping on Lavelle Road and the donuts. Senior Project Manager Boyle said that was not based off their work, and I cannot use the warranty because of somebody doing donuts. Trying to justify that with the contractor would be difficult, and it could take months. Commissioner Rardin said it is still deteriorating. Senior Project Manager Boyle said I will do a walk-through with them when the time comes for the end of the warranty phase. Commissioner Rardin said the tire marks are gone now, but the stripes are not there anymore. It failed within a month or two of them doing it. Senior Project Manager Boyle said when the time comes for the walk-through, if it shows it needs to be replaced based off any reason warranty-wise, I will make sure it gets fixed. If it does not fall under warranty, it will be hard to push that.

2. Presentation on updates to the Family Fun Center to include: improvements made, investments made into the property, steps that need to be taken, challenges, and projections regarding the opening. (F. Frizzel Jr., Chief Operating Officer for The Inn of the Mountain Gods, Johnny Adams, Rocket City General Manager, and Thora Padilla, Mescalero Apache Tribe President)

Mr. Frizzel Jr. said that over the past several weeks, our team has worked tirelessly to bring the facility back to life. Since taking possession of the building, we have made significant progress.

Bowling

The pin setters on all the lanes were already used when they were originally put in. They were not brand new and were not maintained well. The pin setters will be completed and fully repaired by June 26, 2025. The scoring system is functional but pending a full upgrade at the beginning of July. The lane conditioner machine has been repaired and is now operational for use; it goes and oils the lanes. We have ordered seven hundred new pins, one hundred and thirteen new bowling balls, one hundred and forty-two pairs of shoes, and those will arrive on June 30, 2025. We had to replace all the pins, and many bowling balls were damaged because the ball return systems were eating them up. The ball return systems were repaired and cleaned out so they no longer damage the bowling balls. Some still need tweaks. All the floors and lanes have been cleaned and repaired where needed. The USBC was scheduled to inspect the lanes for certification at the end of June or the beginning of July. That certification will allow for some sanctioned league play. I had heard rumors that the lanes were not long enough for sanctioned league play, but that is not true. They are the correct length. We are planning on having sanctioned league play this fall.

Laser Tag

Laser tag is operational and has been thoroughly tested. After going through it, there are only four hundred hours of play remaining on the laser tag until it is obsolete and cannot be used anymore. We anticipate that it will only last a month or two. Upgrading that system is estimated to be \$86,000. We sent out a survey to the community and have received feedback. I would not suspect that we want to pay \$86,000 to upgrade the laser tag area. We will come back with ideas on what we think is best. It is a big space, around five thousand square feet, that we can repurpose for something that makes more money and serves the community better. We do play to open it and use up those four hundred hours.

Arcade

There were ten outdated arcade games that either could not be repaired or we could not find parts for. Those have been removed and will be replaced with twelve to fifteen arcade games that will arrive this week or next week. We installed a new tap-to-play card kiosk system for better efficiency on all those games.

Security

A new surveillance system is being installed to comply with modern security standards. There was no surveillance system there. It will be installed over all the POS systems in the public areas, the back, and outside the building. The installation should be done by the end of this week.

Building Maintenance

We did an extensive deep cleaning of the property when we first took possession of it, and that took a while. It was pretty dirty. Quotes from different companies to clean it were well over \$30,000, so we hired individuals instead and spent weeks cleaning the property. It looks good, close to brand new. We did a lot of painting and touch-ups throughout the entire building. The previous tenant hung a lot of paper poster signs, and when you take those off, they rip off the paint. We removed all the ugly signs. There was also a lot of negative signage, like you cannot do this or that. We want to keep things positive in the hospitality business. We also rewired a lot of the electricity and cabling for the TV systems because many things were not working. All the big fans are operational again. All the TVs have been realigned. The restrooms had issues with plumbing repairs that needed to be taken care of. Our guys took care of the plumbing, and that is all completed now. All the gas hookups to the kitchen were completed. When we turned the gas on, there was a leak that was repaired then and there. A new RO water system was purchased and installed; I guess the previous one there did not work, and they had bypassed it and taken it out. The kitchen will have RO water going through it.

Staff

All the staff have been hired, and there was an orientation. We have begun training. The bowling technicians have been on since day one, and they started fixing some lanes themselves. When the contractor came in, they started training and learning. They are in full training to ensure they can maintain those pin setters going forward.

Current Focus & Going Forward

Right now, the focus is on getting the facility open. There was more to it than expected. After we see the comments from the public, we can then approach the Commission on what we think will be best to move forward. That decision on how you want to proceed will probably be around this fall or winter. We have been talking with the City about the

liquor license, which is the one item holding us back. Acting City Manager Hernandez and I have spoken at length about this, and I received an update today. We signed the agreement on April 29, 2025. We inquired about the license on May 13, 2025, and the City at that time told us they could not lease us the license because there was a tax lien against the governmental license. Even if we received clearance today to get that license, the absolute earliest we could probably open is with a soft opening on July 7, 2025, and then a grand opening on July 11, 2025. We understand that the tax issue originated with a previous operator and a previous tenant. We appreciate the City's efforts with the State to clear that up. If we had known the liquor license had been encumbered, we would probably have held off on signing the agreement and not invested so much money. To date, we have spent a little over \$207,000 on improvements and whatnot. You get worried if you have something in the contract that cannot be lived up to, and the liquor license is a big part of that. Can we open without one? Absolutely, but that is not what we signed up for. It is not our intention to assign blame. We believe it is in the City's best interests to get those tax liens paid and taken care of, so we can get a liquor license assigned to us. Then we can start getting orders put in and get the facility opened quickly. Despite the challenges, our team remains fully committed to the partnership we have here. We are excited about the potential of Rocket City and the impact on Alamogordo's economy. I want to extend my sincerest thanks to the City and staff for their continued cooperation and professionalism, and to the Mayor and Commission for entrusting us with this opportunity.

Questions & Comments

Commissioner Guthrie asked where the City was on the liquor license. Acting City Manager Hernandez said we had the liquor license ready to go. We had the copy. They expire around February. After that, we found out there was a new software that had been implemented where TRD and ABC had not been talking previously. That is where all the issues came from. We were working heavily on this in March, but were not getting anywhere. We were getting the runaround, so we hired a consultant to do this. We were ready to hire a lawyer, and I was ready to call Senator Paul. I was ready to let the Commission know to call every senator and person you all know. Our consultant told me to hold on and let him do it, and he skipped straight to the top. We have been bugging them every day. As of today, they told us we needed to do certain things. They want us to enter into a liquor license lease with the Inn of the Mountain Gods. We have it in our agreement, but they want a separate one that mimics the agreement that has been signed off. That is in progress. They also told us today that if we pay a little over \$8,000, they will release it. We submitted the payment right away, and we will find out tomorrow if they updated TRD to release it. Mayor Payne asked what the \$8,000 was for. Acting City Manager Hernandez said it was a penalty cost assessment. They are still looking at the assessment part of it, but they said if we pay the \$8,000 and do not owe it, we will get a refund. We needed to pay for it to get it released, so we paid it. We will find out tomorrow morning. Our consultant has done a phenomenal job. Commissioner Rardin said, after we get the update, can you send it to the Commission so we know where we are at and if we need to start making phone calls? Acting City Manager Hernandez said absolutely. Commissioner Rardin said Clay Bailey is the secretary of the RLD, and I have his personal cell phone number if we need to get him involved. Acting City Manager Hernandez said when the Rocket City Fun Center opens, Z-Trans will start taking their route out that way.

Mescalero Apache Tribe President Padilla said we are excited at the thought of this venture with the Rocket City Fun Center. We have been receiving good comments on our side, and we are anxious to move forward. This is one of our first ventures outside the reservation, and I hope to be able to make more things like this happen for our tribe. We want to become more economically diverse in the things we offer. I want to thank the City for considering this. We look forward to a good partnership. We want to make a difference here.

Rocket City General Manager Adams said his team is ready to open the doors. We are in training right now, and the information about the liquor license is encouraging. I want to show this community what we can do. Mayor Payne asked if they were fully staffed. Mr. Adams said yes. She asked if they had brought staff down from the Inn or if they had been fully staffed already. That is very impressive. He said ninety-five percent of the team is from Alamogordo, ages seventeen to sixty. Most are avid bowlers. All our machines are operational, so we tested them out. Everyone got to throw the balls down the lanes today. Commissioner Rardin asked if the barriers on all the lanes were functioning. Mr. Adams said yes, the barriers for the bumpers are working correctly. Mayor Payne asked about the menu. Mr. Frizzel Jr. said it has changed a little since we previously presented it. We added the carnita fries that someone was asking for. They are testing the menu this week and ensuring everything is fine-tuned to have a consistent product coming out of that kitchen. We change our menus around every six months. We are planning on

putting the restaurant on DoorDash a little while after we open. As soon as we get everything together, we can invite everyone out to check it out before we do our soft opening.

PUBLIC COMMENT

1. Russel Davis said at last night's Joint City-County meeting that some Commissioners spoke about passing a resolution at a future City Commission meeting to prevent selling the Fairgrounds property for a number of years. That seemed to be the solution to the issue, but the problem with that is that the resolution is not binding for a future Commission. There was also an idea to create an MOU that would be binding, but it would not be permanent. I suggest looking into the option of a land-swap with the County, and exhausting that option before looking into others. If the County does not have a similar piece of land to swap, they may be able to put together multiple small properties or divide a larger one. I assume from last night's meeting that the County would prefer sole ownership of and appreciate sole decision-making regarding the Fairgrounds property. If achieved, that would be the best option for everybody.

2. Andrew Smith said he previously spoke to the Commission about three years ago regarding 1703 Dewey. Since then, it has become problematic for me. My partner and I have been assaulted on our own property. We have reached out to the Police Department, Code Enforcement, Animal Control, and the Fire Department, to which we received the runaround that it is not our problem, and we have no say. I present paperwork, and nothing gets done. I was told that by July 1st, there were supposed to be grounds to demolish the property. In that case, who do I need to speak to, and what do I need to do to ensure the safety of my property? The neighbor who still resides there to this day came to my property and attacked us after threatening us in front of a police officer. I have reached out to the Fire and Police Chiefs, and I have not received any feedback from them or their assistant. I have been instructed by Code Enforcement and Animal Control Supervisors about whom I need to talk to, but I do not get results. As citizens, who do we need to go to when the City organization fails to protect us or uphold our standards? How many of you have neighbors you have to deal with on a daily basis? I had to buy security cameras and watch my house. I have to pay a house sitter if I want to go on vacation. I pay taxes. My property taxes went up, but my property depreciates every single year. How is that fair to me or any other citizen? My pets have been attacked. I had a turtle killed, my dog was attacked, and we were attacked. What do I do?

Mayor Payne asked staff for information on this. Mr. Smith said he was here on the day that Police Chief Kunihiro was sworn in. That was when this became an issue for the first time. Acting City Manager Hernandez said she had a note that the property owners have until July 25, 2025, and then on July 26, 2025, we can go in there and do something. Regarding police activity, I am not sure. That note just regards the property itself. Mayor Payne said she thought this was resolved. Wasn't this house partially burned down? How is he still allowed to live there? Police Chief Kunihiro said he was not sure specifically about this, but generally, they are not allowed to live there. They are allowed to go in and out to work, but it depends on the situation. I do not believe I have ever received a call from Mr. Smith. I do not ignore calls. I meet with people. I would be happy to meet with Mr. Smith as soon as we are done here. Mayor Payne said the person we are talking about here had a warrant. Acting City Manager Hernandez said that was the day we passed the tax for police officers. He had a warrant, and officers were in here. Mr. Smith said all the charges from when we were assaulted and stuff got dropped. All he had to do was be penalized by court costs, and he had to do that through community service. Code Enforcement told me that the police officers had already been briefed. They are aware he is not supposed to be there. This man is stealing utilities, but I cannot find where that utility came from. I had utility spikes during that time, but no one could give us any information. I am at a loss here. I have gone through every channel I needed to get this resolved, but it feels like there are communication errors between Departments. It is insane. Mayor Payne said she was sorry and had thought that had been taken care of. The Police Chief is here, and I am sure he is very interested in what you are saying. Acting City Manager Hernandez said this property is on the demo list we put out to bid. Mayor Payne said that he is not supposed to be living in the house. Police Chief Kunihiro said there are a ton of properties around the City that are condemned. We rely on citizens, if they are comfortable with it, if they see certain things or people after hours, to call us. I understand that Mr. Smith at this point, feels he cannot trust us. We cannot be everywhere and cannot know that anyone is inside every condemned house. Mayor Payne said but Mr. Smith did call. Can we look into that? Police Chief Kunihiro said yes. It sounds like Mr. Smith had some correspondence with Code Enforcement Manager Sides, saying it is the first of the fiscal year that there will be some movement. That is accurate with what Acting City Manager Hernandez has regarding the property on the demo list. We went out for RFP, and we have a contractor set to demolish several properties around the City. Mayor Payne said the gentleman living there needs to go. I am stunned they are still

squatting in that house after all these years. That should not be happening.

3. Matthew Wade said, as a citizen and the Vice President for the Flickinger Center for the Performing Arts, I am here to speak on Item 6 on today's agenda, which is about the White Sands Theater. It has been in better repair than its current state. I think the funds being requested are good for the City, Downtown, MainStreet, and the arts. I, along with the other board members, have been discussing with everyone about having an Arts District and the funding that may come with that. I do not think there would be a conflict with the things we could bring to this community. Even if we are, I think the Flickenger would still continue to bring things to Alamogordo. To have the White Sands Theater open and thriving would mean so much. It would be a bridge to all the things the City is putting down on Main Street. I am here in support of Item 6.

4. Mike Miller said he rarely sees anyone around or working when he looks at street repairs. I see the heavy equipment, but nothing being done. Acting City Manager Hernandez said that when it is raining, we will not have people out there working. Mr. Miller said he was referring to the last couple of months. Utilities Director Nunnelley said that it is a hard question to answer. We do not have control of the contractors, just contracts with them that we try to hold them to, like designated days on the job, which we are now looking at, and also enforcing liquidated damages if they go over contract timelines. Which projects are you looking at? Mr. Miller said the ones on New York Avenue, Washington Avenue, 10th Street, or anywhere. Utilities Director Nunnelley said New York Avenue and Oregon Avenue are actually some of our busiest. The 10th Street CBC was shut down for engineering and safety purposes. We are working diligently on that now. Really, it is the contractors, their schedules, their timelines, and their inability to staff their companies. Mr. Miller asked if they were being funded while not working. Utilities Director Nunnelley said they are getting paid for the work they are performing. They do not get paid to just sit there on an idle contract. Mr. Miller said it looks idle to him when he drives by. Utilities Director Nunnelley said it is frustrating for me as well.

5. K. Jan Wafful said she wanted to give her support to Item 6. I am in talks with the Flickinger Center to do some screenings and programs and revitalize things with them as well. I am here to offer my help and support. Each theater is unique in what it will present and its capabilities. I have educational programs, seminars, and things that can be brought in, like film screens, Q&A's, and producers. Films made in our area could be screened. I have done research from 1911 to now regarding all of our film history, and I am putting that together in displays. If you need my support for the Sands Theater, I would be glad to volunteer my time and support to make that a viable venue. It would revitalize part of downtown and hook things together so that they continue across that street. The Sands Theater will be featured in a new book coming out on Movie Theater Day next year. Benita VanWinkle is a professor at High Point University in High Point, North Carolina. Since the 1980's, she has been photographing and researching different books. Her movie history book, "Please Remain Standing", will feature the Sands Theater and is available for pre-order now.

6. Jan Brending said she had thirty-five years of local government experience and wanted to support the rate increases. That may sound crazy, but I know they have to be done with thought. I know there was a lot of pushback last year when the rate increase was made. I also encourage doing a rate increase every year, no matter what, via a percentage. That way, when there is a more substantial rate increase, they are not shocked. We call that rate shocking. The other thing to consider is a low-income utility discount, which would not be on water usage itself but on base rates. We did that, and a number of cities do that for low-income seniors and low-income citizens who actually pay the water bill, not the landowners. I want to thank the Commission and City staff for the hard job they do.

7. David Scott said he was here on behalf of Alamogordo Mainstreet, as their Executive Coordinator, in support of the LEDA application submitted for the Sands Theater. It is one of Alamogordo's historic cornerstones, located directly across the Flickinger. This proposal represents the opportunity to restore the Sands Theater as a dynamic community and economic asset, breathing new life into a space that holds deep cultural value for our town. The vision is innovative and well-suited to the community, and has been modeled after other successful concepts like the Alamo Draft House in El Paso. It would bring a high-quality, innovative experience that currently does not exist in our city. With state-of-the-art digital screens and flexible programming, the Sands Theater could host Super Bowl watch parties, video game tournaments, or other private events or themed community nights. This transformation would align with the momentum being built downtown. The Sands Theater would help activate our nighttime economy, draw

foot traffic, and encourage new businesses to open nearby. This would also support the Alamogordo MainStreet goal of working towards a New Mexico Arts and Cultural District designation. A key requirement of the designation is a strong foundation of cultural venues and consistent programming. The Sands Theater would significantly strengthen our case. Alamogordo MainStreet wholeheartedly supports the Sands Theater application and respectfully urge the Commission of favorable consideration.

CITY MANAGER'S REPORT

Acting City Manager Hernandez made the following comments:

1. As we are closing our fiscal year, I wanted to recognize that the success of city operations rests on the shoulders of ten remarkable individuals. I want to take a moment to recognize each of them for their commitment, expertise, and sacrifice.

Public Works Director Jimmy Vargas – Jimmy stepped into his role during a challenging transition. With the right attitude and strong public relations instincts, he navigated tough situations with grace and determination. Under his leadership, we're successfully completing long-overdue street patching projects.

Utilities Director Dave Nunnelly – Dave's mind works at an exceptional level like something out of A Beautiful Mind. His ability to problem-solve complex issues in record time is nothing short of brilliant. He's our own version of artificial intelligence, always several steps ahead.

Fire Chief Jerry Ramirez – I often joke that Jerry was born in bunker gear. Since becoming Chief, he has brought a powerful vision for the department—one that elevates not only operations but the spirit of service to our citizens. His leadership is marked by strength, clarity, and a deep passion for the community. Jerry leads with conviction, driving his department forward with purpose and pride. His unwavering dedication to both his team and the people of Alamogordo is a model of public service at its finest.

Police Chief David Kunihiro – Just two weeks into his tenure, Chief Kunihiro faced unimaginable tragedy with the loss of Officer Ferguson. I remember sitting with him at the hospital and asking, "Do you wonder why it's you and me here right now?" His response: "No—I believe God has us where we need to be." He continues to lead with that same grace, strength, and unwavering resolve.

Finance Director Evelyn Huff – Working with Evelyn is like finishing each other's sentences. She took on a \$2.5 million project to upgrade our outdated financial software, transforming it from a 1994 green-screen version into a modern system. She's truly a budget queen and a strategic force behind the scenes. Nothing happens without the money.

Community Services Director Veronica Ortega – With nearly 45 years of service to the City, Veronica's knowledge and dedication are unmatched. Every conversation with her leaves me with deeper insight and a stronger grasp of our operations. Her legacy is one of quiet strength and institutional wisdom.

Parks & Recreation Director Belinda Bass – Though she's only been here for two years, Belinda knows Alamogordo inside and out—maybe even better than I do. She didn't just come for a job; she came to be part of our community. Whether comforting a grieving parent or facing tough questions at a town hall, she brings the perfect balance of compassion and courage.

Human Resources Director Michelle Osborne – Michelle took on HR leadership with a brand-new and understaffed team. HR is one of the hardest departments, tasked with handling every difficult issue across all departments. She does it with poise, professionalism, and a calm strength that deserves recognition.

City Clerk Rachel Hughs – One of the kindest and most grounded individuals I've ever met. Her unwavering faith and positive spirit bring peace in even the most chaotic moments. She will be one of 15 master clerks in new Mexico.

City Attorney Darrell Mori – Darrell rolled up his sleeves and got to work from day one. Though he's only been here a short time, his impact makes it feel like he's been with us for years.

Each of these directors is deeply committed to serving our community. They've sacrificed games, family events, and countless personal commitments to keep our city running. Their efforts make it possible for the city manager and assistant city manager to handle the broader challenges of leadership. These directors are not simply directors—they are true leaders. Our directors have a combined 150 years of experience,

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Robinson said that City staff do an amazing job.

Mayor Pro-Tem McDonald said there will be a Clean-Up on July 19, 2025, from 7:00 AM to 12:00 PM. This is the sixth year we have been doing this Clean-Up. I would like to thank the City staff for their help, as well as the sponsors. We will have shredding on July 19th. Seven properties have been entered for the Clean-Up, twenty-two volunteers, and five Commissioners will be at designated sites. We plan to do around thirty to thirty-five properties. The Clean-Up is getting bigger over the years, and we hope to get more people.

Mayor Payne said she disagreed with comments made last night at the Joint-City Commission Meeting, and she wanted to give a shout-out to the Police and Fire Departments. I appreciate their professionalism.

CONSENT AGENDA

- 3. Approve the minutes for the Regular Commission meeting on June 10, 2025. (Rachel Hughs, City Clerk)**
- 4. Consider, and act upon, Ordinance 1715 for final publication repealing Ordinance 1557 pertaining to the approval of a Local Economic Development Project for secured financial assistance proposed by PreCheck, INC. (Darrell Mori, City Attorney; Kevin Wilson & Jim Lucero, New Mexico Economic Development Department) (Roll Call Vote Required)**
- 5. Consider, and act upon, an emergency funds appropriation of \$6,527.24 through the Capital Outlay Bureau with the Aging & Long-Term Services Department for the purchase and installation of a gas range/griddle for the Senior Center kitchen. (Magdalena Morales, ASC Manager, and Veronica Ortega, Community Services Director)**

Commissioner Burnett moved to approve.
Commissioner Rardin seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

ITEMS REMOVED FROM CONSENT AGENDA

None.

NEW BUSINESS

- 6. Consider, and act upon, Ordinance 1716 for first publication to approve a Local Economic Development Project for up to \$1,000,000, Secured Assistance Proposed by White Sands Theater Entertainment Venue. (Troy Stegner, Owner) (Roll Call Vote Required)**

Mr. Stegner gave his presentation and asked the Commission to approve this ordinance.

Mayor Pro-Tem McDonald asked about what parts would be demolished. Mr. Stegner said the interior footprint. The upstairs is currently blocked off, so we are going to take those walls out and make an actual balcony area. We will not need the projector area because the digital screen does not need one. We are thinking about making the front area a film office museum.

Commissioner Robinson asked when this would be completed if everything goes well. Mr. Stegner said it depends on contractors. I think it will take ten months to a year if there are no delays.

Commissioner Rardin said there are no revenue projections. It just has payroll. Mr. Stegner said he did not know those numbers, but we hope five employees will be enough to start with. We can always hire more people if we need them. We also have employees from Las Cruces we could temporarily bring in. Commissioner Rardin said so you do not have any revenue projections. Mr. Stegner said he did not. Commissioner Rardin asked if we would be paying the \$1,000,000 back in job creation. Acting City Manager Hernandez said yes sir. This would be the first LEDA awarded to help develop the arts, cultural, and entertainment industries within Alamogordo. Commissioner Rardin asked Acting City Manager Hernandez to send the LEDA ordinance to the Commission via email tomorrow. Acting City Manager Hernandez said yes. Page two of the green sheet has direct snippets from the ordinance.

Commissioner Tapley said the attached ordinance has Moran & Wright Jewelry Care and Metal Care Products mentioned. Is that Zia Comics? Acting City Manager Hernandez said no. That was my fault, and I will change it to

Zia Comics. Commissioner Tapley asked if Mr. Stegner had purchased the building. Mr. Stegner said we own the building outright.

Commissioner Rardin asked if the money would be used for renovation. Mr. Stegner said yes. It will take more than the \$1,000,000 we are getting, but we are looking at other funding. If not, we can fund the rest of it ourselves. Commissioner Rardin asked if they already had a contract with White Sands Construction to do this. Mr. Stegner said no, they just gave us an estimate of \$1,200,000. Commissioner Rardin said he worked with that contractor and asked the Commission if they had any issues with him voting. Commissioner Guthrie said no. Mr. Stegner said they were not tied to that contractor. They were just available at the time to give an estimate.

Commissioner Robinson moved to approve.

Commissioner Guthrie seconded the motion.

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

7. Discuss Water Rate Analysis. (Stephanie Hernandez, Acting City Manager, Evelyn Huff, Finance Director, David Nunnelley, Utilities Director)

Finance Director Huff said in your packets, if you look at the Technical Memorandum prepared by Govrates, it discusses the analysis of the ten months of water rates revenue we had available up to April 30th, so we could have time to prepare the report. In the Executive Summary, President Bryan Mantz very clearly recommends that we continue implementing the five-year plan that was passed as part of the resolution, and was also used as the basis for the loan that we secured through the New Mexico Finance Authority. That would move us to another increase on July 1st. The Executive Summary also discusses the affordability of the rates and compares them to other New Mexico Communities, along with where we are, and other key considerations going forward.

Commissioner Burnett said that when this was first implemented, I received phone calls regarding inconsistencies in the water billing itself. Are there issues in that particular area? Finance Director Huff said that when we presented the rate increase, we could have presented it differently because of the change in sewer calculation. It was presented as a certain percentage increase, so people expected that you would take your bill and just add thirty percent to it. That was not necessarily the case because of the winter quarter average to doing a percentage. Some had no increase because their winter quarter average was extremely high. Moving down to ninety percent of the sewer would mean they saw no increase. Other people saw an increase larger than thirty percent because they had almost no winter quarter average. This also showed us the inconsistencies in the winter quarter average. If you lived on a property that was vacant or had a low winter quarter average, you paid almost nothing for sewer. Others with very high winter quarter averages were paying a disproportionate amount of sewer. I know that Acting City Manager Hernandez talked to about three hundred and fifty people over the course of a few months and had an Excel sheet to show them their new bill and what it would have been under the old rate structure for comparison. Differences also came from going from a tiered system to a one-rate system. Acting City Manager Hernandez said from May to July, people were also filling pools and watering. Acting City Manager Hernandez said she would go through packets and bills with them. It was implemented at the beginning of the fiscal year, but should we have implemented it in the winter? I do not know. I anticipate more calls with the rate increase, but people are also normalizing their consumption. We allow base rates to now be turned off, which we did not do before. Commissioner Burnett asked what the rate increase would be. Finance Director Huff said twenty percent. The resolution is in the Technical Memorandum, and it shows you that. For example, for a three-quarter meter, the base rate would go from \$19.37 to \$24.21, and per-cubic-foot usage consumption would go from \$2.88 to \$3.60. Commissioner Rardin said on average, what are we looking at for the increase on this go-around? I thought it would be thirty, twenty-five, twenty, and then seven. Finance Director Huff said I have thirty, twenty, twenty, ten, and seven written down. It is between twenty and twenty. Commissioner Rardin said last time it was mentioned that it would be a \$14 increase on the water side, but it ended up being considerably more. What are we looking at? Finance Director Huff said she had not run an average bill to see what the change would be. Commissioner Rardin said at his residence, it went from around \$54 - \$56 to \$77 - \$88. Finance Director Huff said the increase would be smaller this time. There will not be a sewer or tier change, just the flat percentage change. Mayor Payne asked if it would just be the water, then. Finance Director Huff said the sewer would change as well. Garbage changes every year per contract.

Commissioner Tapley asked if irrigation was looked at. Finance Director Huff said we did. We had Mr. Mantz research it, and we charge substantially less than most communities do for irrigation. It is standard practice to charge more

because it is one hundred percent discretionary usage and meets no one's basic human needs. He sent us examples from different communities in New Mexico and the nation. We were in line or less than a lot of them. Commissioner Tapely said he had not seen that. Finance Director Huff said it was not something we shared with the Commission, we had him do it for our knowledge as part of this. Commissioner Rardin asked if it could be sent to the Commission because he would like to see it. Finance Director Huff said yes.

Mayor Payne asked if six thousand gallons was around the average for a household. Finance Director Huff said correct, six thousand gallons a month is considered the industry standard for a standard household. Mayor Payne said that says a monthly bill would be \$88.76. Would that be the new rate? Finance Director Huff said correct. Looking at the first page, ES-1, shows that the majority of it is water, and a smaller part is sewer. The water rates that would be effective on July 1, 2025. Commissioner Rardin said he uses between three thousand four hundred to three thousand eight hundred gallons a month and I am around \$78 right now. Finance Director Huff said she could not comment on a specific bill without looking at it. Commissioner Rardin said on the old system it was about three hundred cubic feet a month. Finance Director Huff said it is not a new measuring or billing system, it still reads cubic feet and has the same billing system. We are still billing per cubic feet, we did not go to gallons. Commissioner Rardin asked for the increase of the average for a six thousand gallon household to be sent to him. Finance Director Huff said yes, we can look at that. It would be in the original study. Commissioner Burnett said his would go from \$130 to \$75 then back to \$130 when he was using the same amount of water. That is why I was asking about inconsistencies. Finance Director Huff said it was the same meter and system, just a different rate.

8. Approval to Cure a Violation of the Open Meetings Act Pursuant to NMSA 1978, Section 10-15-3(B), by Acknowledging and Reaffirming Actions Taken on March 31, April 1, and April 2, 2025. (Darrell Mori, City Attorney)

City Attorney Mori said the Open Meetings Act violation took place during the hiring process of the next City Manager. When interviews were being held, that was first supposed to go into an open meeting, and then you would go into an executive session. We did not have proper notice of the meeting before the interviews. Per the Open Meetings Act, any type of public business has to be at first stated in an open meeting. Personnel decisions are one of the exceptions that is allowed to go into an executive session. The interviews that took place for City Manager on Monday, March 31st, Tuesday, April 1st, and Wednesday, April 2nd, should have had an open meeting first, and then adjourned into an executive or closed session. In talks with the New Mexico Department of Justice, per the Open Meetings Act, the way to rectify this situation is to be open and transparent with the city that the violation occurred and announce that. To emphasize what we are doing, a public meeting held to address a claimed violation of the Open Meetings Act shall include a summary of comments made. There was no meeting that actually happened to give that proper notice. There is no comment on the statements made. This announcement is an acceptable cure so the City can proceed with the process of looking for and hiring a City Manager. At the next City Commission meeting, we can then approve what was said. The New Mexico Department of Justice was impressed that we did a self-report and were pleased that the City was proactively taking steps to be transparent.

Commissioner Robinson asked why the approval would happen at the next meeting and not this one. Acting City Manager Hernandez said this is a request for approval, so you will have to make a vote. Commissioner Rardin asked if it was okay written that way instead of discussing possible action. Acting City Manager Hernandez said City Attorney Mori ran the wording with the New Mexico Department of Justice. City Attorney Mori said correct. Mayor Payne said so it is okay that it is not on the agenda specifically to take action. Commissioner Rardin said it does say approval.

Commissioner Robinson moved to approve.

Commissioner Rardin seconded the motion.

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

9. Information on the cancellation of the city manager recruitment. (Darrell Mori, City Attorney)

City Attorney Mori said this one is slightly different. The first was a very apparent violation of the Open Meeting Act. With this one, the New Mexico Department of Justice highly emphasized that we cure it the same way. There was an instance, as this proceeded the Open Meetings Act violation that was discovered. The City tried its best to rectify

that by ceasing the proceedings for the City Manager Recruitment. In doing so, that can be considered a final business action and public business. So, depending on the Department of Justice Investigator, that could be a violation or they could let it slide. The Department's emphasized instruction was to cure this as well by being transparent with the public that City business was done that was not in an open meeting. Their exact quote, "Anytime a public body is making a public policy, or a public body is making a business decision, that decision must be made in a public meeting. To close the whole recruitment process could be deemed a matter of public business." That was the Department of Justice reaching out to us to let us know to be transparent in the fact that a final decision or a public business decision was made not in an open meeting, when the posting for the City Manager was cancelled.

Acting City Manager Hernandez said that in this one, the question was whether the Human Resources Director had the authority to close the decision. In going through the Charter, statutes, policies, and procedures, there is nothing that says she does not have the authority to close job. Commissioner Rardin said, but who hires and fires? Acting City Manager Hernandez said I will get there. There is also nothing that says outside of the City Commission, hires and fires them. It does not say the governing body is the sole to open or close the job. It is wording we have gone over because we wanted to cure this in the fact that the final decision was not made in an open meeting. It is not an Open Meetings Act violation because the governing body did not take the action. It is a perception of a violation. Technically, it is not a violation, but we are bringing it forward to be transparent and provide the information as to why it was closed. Commissioner Rardin said the governing body did not give direction to staff to do the action. Acting City Manager Hernandez said that is correct. Commissioner Rardin said that is where I have the issue. Acting City Manager Hernandez said we have to put a very clear policy together, and it may be brought at the next meeting or the one after. The policy that happens is that the governing body is the sole decision makers on all aspects of the City Manager recruitment. Commissioner Rardin said the Charter already states that the City Manager is our one and only employee. Acting City Manager Hernandez said yes, and I agree, but it is a technicality of words. City Attorney Mori said he wants to make it clear that this one was not a direct violation of the Open Meetings Act. The New Mexico Department of Justice was just very adamant that we be transparent, and we continue the mode of transparency as we did with Item 8. The suggestion was to create such a policy or standard of practice to ensure there are clear lines of responsibility and delegations of powers as far as when it comes to the hiring or selection process of a City Manager.

Commissioner Guthrie asked what the next step is after we have cured and gone through this process. What is the timeline for proceeding with the recruitment process? City Attorney Mori said the next step after we get the minutes showing the vote of the approval of the cure of Item 8 is that the minutes of this meeting will be sent to the New Mexico Department of Justice for them to have on file to show that the City of Alamogordo has cured the violation. That way, it is there, and if, for whatever reason, something were to happen, they have a record that the City both self-reported and self-cured. That mainly goes to protection. Some of the different punishments, like threatened fines, political issues, and public trust, a lot of those violations start compounding if there are multiple violations that have not been cured. This goes towards a building foundation of trust with the New Mexico Department of Justice. Should there be a violation in the future, it shows that the City is proactive and it builds grace to avoid harsher punishments or penalties. Once that has happened, we can start proceeding on creating a policy on how the Commission wants to proceed on the selection process of the City Manager. The violation was not publicizing the interviews. The process the Commission went through was fine. Holding the interviews in closed session was fine. The cure does not necessarily mean we need to restart from square one, but we need to talk about best practices in how the Commission would like to proceed in the future. Once the cure is sent to the NMDOJ, we are going to get the green light from them to proceed. After that, it will be in the Commission's court as to how soon we want to proceed.

ADJOURNMENT

Commissioner Robinson moved to approve.

Commissioner Rardin seconded the motion.

Motion with a vote of 7 - 0 - 0.

ATTEST:

Mayor Susan Payne

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)

Approved at the Regular Meeting held on July 8, 2025.

DRAFT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/8/2025

Report Date: 07/02/2025

Report No: 3.

Submitted By: Beau Dylan Aleshire

Subject: Consider, and act upon, approval of the Annual Reports from City Boards and Committees for Fiscal Year 2025. (*Rachel Hughs, City Clerk and Stephanie Hernandez, Acting City Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the reports.

Background: At least once each year, every public board, commission, or committee shall present a written report to the mayor and city commission of its activities for the past year and any recommendations as may be deemed appropriate and a record of attendance of members for the term of the year. The reports are from July 2024 to June 2025.

Boards and Committees – Liaisons

Airport Advisory Board – Tony Gonzalez

Airport Zoning Board – Tony Gonzalez

Alamogordo Public Library Board – Melissa Garcia

Parks and Recreation Board – Sven Sears

Senior Volunteer Programs Advisory Council – Julia Rene' Reynolds

Airport Advisory Board

Annual Report for July 2024 – June 2025

This Board was created by Ordinance 450 in October 1970, with many ordinance changes, with Ordinance 1607 in February 2020 being the most current ordinance.

Purpose of the Board:

The airport board shall, from time to time, make such general studies of airport construction and facilities as may be useful in keeping the airport efficient and adequate to the needs of the city and the air transportation industry. It shall make recommendations to the city commission in respect to expansions, improvements, facilities, and policies governing the operation of the airport. It shall, acting in an advisory capacity, work toward the general improvement of the airport, promote the expansion of existing and new business at the airport, and shall act in an advisory capacity on budget matters to the airport manager regarding the airport.

How many members make up the Board and any special requirements to be a member:

The airport board shall be composed of five (5) members, to be appointed by the mayor, two (2) of whom shall be licensed certified pilots. Members shall be residents of either the city or the county, with a maximum of two (2) members residing in the county who do not own property in the city. The remaining three (3) members shall consist of persons who either reside or own property in the city with a preference being given to city residents. Appointments shall be for two-year overlapping terms.

How often does the Board meet: The first Thursday of each month.

Activities within the timeframe:

- The Taxiway A project has been completed.
- The next big project will be the preliminary engineering report for the runway rehab project. The project, after that, will be putting together a scope for a new electrical vault at the airport.
- The board voted to keep the Chair and Vice Chair as is. Manny Gonzales Jr. remains the Chair, and Lance Grace remains the Vice Chair.
- Multiple events were held throughout the year: Open House, Teachers in Space, and multiple events hosted by the EAA. More discussions will take place to bring more events to the airport.
- The plan to become part 139 certified is still a way away. The takeoffs and landings of larger aircraft haven't reached the required number. More alternatives are being looked into to become part 139 certified.
- The City has hired Blackgarden Law to draft new leases for the airport tenants. The new leases were presented to the board and airport users, and common ground was agreed upon. The new leases will go into effect immediately.
- The Chapter 4 Ordinance was updated to remove rates and fees from the ordinance pages and is being relocated to one place instead of throughout the airport ordinance pages.
- The airport now has a new updated logo to match the other department logos that were updated throughout the city.
- The Gateway Freedom F4 Monument is nearing completion. The team responsible for the project broke ground on 3/19/25. It is located in front of the new Maverick gas station at the intersection of 54/70. The monument should be completed and unveiled to the public in September 2025.
- Mr. Mark Werner is the newest member of the board. He brings over 32 years of experience. He replaced Jeff Rabon. His official start date was 12/3/25.
- Airport Capital Outlay Projects will now be discussed and updated on a yearly basis.

Attendance of each meeting:

Member	Regular Meeting 7/11/24	Regular Meeting 8/01/24	Regular Meeting 9/05/24	Regular Meeting 10/03/24	Regular Meeting 11/07/24	Regular Meeting 12/05/24	Regular Meeting 01/02/25	Regular Meeting 02/06/25	Regular Meeting 03/06/25	Regular Meeting 04/03/25	Regular Meeting 05/01/25	Regular Meeting 06/05/25
Manny Gonzales, Chair	X		X	X	X	X	X	X	X	X	X	X
Lance Grace, Vice-Chair	X		X	X	X	X	X	X	X	X	X	
Rob Hicks	X		X	X	X	X	X		X		X	
Jeff Rabon	X		X	X								
Mark Werner						X	X	X	X	X	X	X
Erich Wuerschling	X			X				X		X		X

Name of Liaison and title:

Tony Gonzalez, Executive Assistant – Community Services

Airport Zoning Board

Annual Report for July 2024 – June 2025

This Board was created by Ordinance 508 in November 1973.

Purpose of the Board:

The Board was created because of the necessity of immediately establishing such a Board so that an immediate study could be made with respect to adopting an Airport Hazards Zoning Ordinance in order to comply with the requirements of a Federal Aviation Administration grant for 'the construction of an overlay on the runway of the Airport; and that those conditions presented an immediate danger to the public health, safety, and welfare of the City.

How many members make up the Board and any special requirements to be a member:

The joint city-county airport zoning board shall be composed of two (2) members to be appointed by the mayor and confirmed by the governing body of the city and two (2) members to be appointed by the board of county commissioners of Otero County, and one (1) member to be appointed by a majority of the other members appointed as provided for herein. Said fifth member so appointed shall serve as chairman of the joint city-county airport zoning board.

How often does the Board meet:

Meetings are held on an as-needed basis.

Activities within the timeframe: No activities for this annual report.

Attendance of each meeting:

There was no attendance as there were no meetings held.

(Date it was suspended):

March 2022

Name of Liaison and title:

Tony Gonzalez, Executive Assistant – Community Services

**Annual Report of the
Alamogordo Public Library Advisory Board
For the Year Ending June 30th, 2025.**

The Advisory Board is provided for in Article 16-02 of the Alamogordo City Code. The Board is to advise both the City of Alamogordo and the County of Otero. “The library board shall advise and assist the city commission and county commission to insure the efficient and economical management of the Alamogordo Public Library.” The Board has these purposes:

To keep itself informed of library needs and serve as a forum for discussion.

To recommend to the City Manager and/or City Commission and County Commission policies for overall development, including plans for additional library facilities and programs and staffing.

To encourage the greatest public use of library facilities.

Members of the Board

There are seven members of the Board. Five are residents of the City of Alamogordo appointed by the Mayor. Two are residents of Otero County outside of the city limits appointed by the Otero County Commissioners. Members are appointed to serve two-year terms. The members serve with no compensation.

The current membership of the Board is as follows:

Billy Childs, Alamogordo, retired public administrator, 3rd term expires April 8, 2027. **City**

John Davis, Alamogordo, retired registered nurse, 2nd term expires May 27, 2027. **City**

Cynthia Stevenson, Alamogordo, serving second term expires May 23rd 2026. **City**

Dave Dooling, High Rolls, education director at the New Mexico Space History Museum serving his second term, current term expired April 19th, 2025 (awaiting reappointment). **County**

Vacant, Cindy Stong (resigned April 2025) Otero County, (awaiting appointment of new member by County commissioners). **County**

Rhonda Alterson, Alamogordo, retired registered nurse, serving first term expires -March 28th, 2026. **City**

Cynthia Stevenson, Volunteer for Love, Inc., serving 2nd term expires July 23, 2026. **City**

Richard Warren, Alamogordo, retired owner of a bookstore, cellphone store, consulting company serving 3rd term expires January 23, 2026. **City**

Kim Underwood, Alamogordo City Librarian. (**City ex officio member**)

Melissa Garcia, Alamogordo Library Assistant. **Library Board Liaison**

Following City Codes: 1 Code § 16-02-010, 2 Code § 16-02-020, 3 Code § 16-02-030, 4 Code § 16-02-050, 5 Code § 16-02-060, 6 Code § see code 16-02-090(c)

Board Meeting Schedule

Meetings are held monthly at 5pm (since changed to 4pm) on the second Wednesday of the month at the Alamogordo Public Library, 920 Oregon Avenue. Meetings have been held in the Sacramento Room & the Rhodes Room.

Summary of meetings

The Board met regularly with a combination of in person and the occasional remote member. The advantageous availability of the remote meeting has created a good situation in cases of illness our out of area situations.

Discussions have been wide ranging on various ways to increase library usage; these are as always ongoing. Also discussed and reviewed was the policy regarding book censoring and how it is handled and minor updates. The issue has been revisited based on events nationwide at both School and City Libraries. The current policy seems to be adequate and well thought out.

A/C installation and completion, new furniture and a “reader sign” for library information, updated signage for the library and software updates were also discussed and evaluated with positive results. Ongoing and new Library programs were discussed as well as staffing requirements for additional day, days open (when compared to other libraries). It was agreed that the current schedule be retained due to budget constraints.

A special callout to Kim and Melissa who continue to be excellent at supplying information, updates, and continuing member packets that now include years of meeting minutes, easily accessed for reference and history.

Respectfully submitted,

Richard Warren,
Co - Chairperson of the Advisory Board
June 18th, 2025

Attendance record: “X” = Present

2024

	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC
RICHARD WARREN		X	X		X		X	X	X	X	X	X
JOHN DAVIS		X		X	X		X	X		X		X
RHONDA ALTERSON		X	X	X			X		X	X	X	X
CYNTHIA STEVENSON		X	X	X	X		X	X	X		X	X
CINDY STONG		X	X	X			X			X		
DAVE DOOLING			X		X		X	X	X	X	X	X
BILLY CHILDS			X	X	X		X		X	X		X

2025

	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC
RICHARD WARREN		X		X	X							
JOHN DAVIS				X	X							
RHONDA ALTERSON		X		X	X	X						
CYNTHIA STEVENSON		X		X	X	X						
CINDY STONG		X		X								
DAVE DOOLING		X										
BILLY CHILDS		X		X	X	X						

Parks & Recreation Advisory Board

Annual Report – February 2024 – June 2025

I. Introduction

This report covers the activities of the Parks & Recreation Advisory Board for the period of February 1st, 2024, to June 30th, 2025.

II. Board Information

- a. **Name of Board:** Parks & Recreation Advisory Board.
- b. **Dates of Annual Report:** February 2024 – June 2025.
- c. **Created by:** Ordinance # 19-03-010.
- d. **Purpose:** To advise the City Commission and Parks & Recreation Department on matters related to parks, recreation, and open spaces within the City of Alamogordo.
- e. **Composition:** Five (5) members appointed by the Mayor; two (2) members appointed by the Alamogordo Public Schools Board of Education.
- f. **Meeting Frequency:** Once per quarter on the 2nd Wednesday of the month.

III. Activities & Accomplishments

The Board held regular quarterly meetings within the reporting period, discussing a range of topics concerning Parks & Recreation operations, projects, and community requests. Key activities and accomplishments include:

- **On April 10, 2024**, the Board approved the minutes from the previous meeting. They received departmental reports covering the Alamogordo Recreation Center, Keep Alamogordo Beautiful initiatives, and overall facility updates. Discussions included the status of the pool, staffing updates, efforts to address vandalism at various parks, landscaping efforts, and upcoming projects like court resurfacing and new playground equipment.
- The Board discussed the Paiute Park playground equipment project, noting grant approval and plans for ADA-compliant equipment.
- Potential Reservoir Projects were reviewed, including proposed locations and the benefit of using reclaimed water for the golf course.
- Negotiations for updating the Joint Powers Agreement with Alamogordo School District were discussed, with a proposal to update the agreement every five years.

- The Board agreed to recommend a proposal for hiring park rangers to the City Commission to address vandalism and safety concerns, resolving to compile data on incidents and costs to support the proposal.
- A special meeting was scheduled to discuss pickleball concerns due to the absence of representatives at the April 10, 2024, meeting.
- **On October 9, 2024**, the Board approved the minutes from the April 10, 2024, meeting. Department reports were presented, covering the Recreation Center, Golf Course, Parks, and the Director's Report, which included Adopt-A-Spot and the Natatorium.
- The annual election was held, with Lori A. re-elected as Chair and Kristina M. re-elected as Vice-Chair.
- The Board made a motion to recommend more staffing for the Golf Course to the City Manager.
- Regarding the new natatorium, after reviewing different structures and options, the Board recommended the Sprung Structure to the City Manager.
- New Business included presentations on Pickleball Courts Concerns/Ideas/Requests and a Request for a New Futsal Court. A pickleball coach presented significant concerns including the need for four more courts due to player volume, issues with exposure at the new location, the necessity for sunshades to prevent medical problems from heat, the need for higher fencing, the pickleball club's interest in seeking funding, and a desire for a nearby playground.
- Action items generated from the October 9, 2024, meeting included exploring options for adding more pickleball courts, investigating the feasibility of sunshades and higher fencing, assisting the pickleball club with grant applications, and investigating a playground near the courts.
- **On January 15, 2025**, the agenda included approval of the October 9, 2024 minutes and departmental reports.
- **On April 9, 2025**, the Board approved the agenda. Public comment included an update on the community gardens and plans for new sites, including a potential partnership at Indigo Loop Park.
- Department reports detailed the Kidtastic Fun Fair, an update on the natatorium project status, estimating it might be two more summers and potentially opening

in 2027. The Parks report noted ongoing vandalism concerns, discussed solutions for broken tennis net poles, and mentioned updates to the capital request process. The Golf Course reported progress on grass recovery and the scheduled groundbreaking for the irrigation system on April 23rd.

- The Director's Report highlighted the Chronicle cemetery software, results from the Indigo Park survey indicating preferences for picnic tables, shade, playgrounds, and green space. It also mentioned the creation of a Parks & Recreation Facebook page, the fabrication of new benches using repurposed materials, funding setbacks for Bonito Lake with fishing access as a priority, a planned Passport Program to encourage park usage, and significant progress in the Adopt-a-Spot program surpassing the previous year's metrics.
- New Business discussions on April 9, 2025, included a pickleball player expressing thanks for recent improvements and inquiring about shade structures (with staff agreeing to explore umbrella anchor options). The USTA offer for tennis court resurfacing was discussed, requiring commission approval. Clarification was provided on the status of the Inn of the Mountain Gods Family Fun Center, confirming city ownership and planned third-party operation.

IV. Attendance

a. Meeting attendance can be found in the table below:

Meeting Date	Quorum Achieved	Members Present	Members Absent
April 10, 2024	Yes	Lori A., Kristina M., Alan E., Nolan A.	Adam M., William C., Nate W.
July 10, 2024	No	Kristina M.	Lori A. (Excused), Adam M., William C., Nolan A., Alan E., Nate W.
Oct 9, 2024	Yes	Lori A., Kristina M., Adam M., Linda G., Alan E., Nate W.	Vacant
Jan 15, 2025	Yes	Lori A., Kristina M., Linda G., Victoria G., Alan E.	Adam M. (Excused), Nate W.

April 9, 2025	Yes	Lori A., Kristina M., Adam M., Linda G.	Victoria G., Alan E., Nate W.
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V. Liaison

- a. Sven Sears, Executive Assistant of Parks & Recreation, serves as the Staff Liaison to the Board.

SVP Advisory Council Annual Report – FY25

July 17, 2024

8 members, no vacancies

Members received copies of the Policy and Procedures Handbook and FY25 Foster Grandparent/Senior Companion Budgets and Goals for review. A discussion was held on how to clarify the current SVP Advisory Council bylaws with the following results: 1) change “United Way” to “Thrive”, 2) change “solicit community impact” to “solicit community input”, and 3) reference “Robert’s Rules of Order” as the guidelines used to govern meetings.

With eight board members, a discussion was held on how to break a tie in voting. This item was tabled pending further research.

A discussion was held on increasing the number of board members and volunteers, with various suggestions. Bill Butler said he would like to have board members interviewed by the Daily News at an upcoming meeting. Ms. Reynolds clarified that all marketing must be approved by the City of Alamogordo’s Marketing Department.

October 16, 2024

The meeting was cancelled due to the lack of a quorum.

January 15, 2025

5 members, 3 vacancies

An election of officers was held. Bill Butler was elected as Chairperson, and Rebecca Miller was selected as Vice-Chairperson.

Rene’ Reynolds talked about the new Care Companion program. Discussion continued on how to increase members and volunteers. Members also settled on a procedure to handle tie votes. It was decided that the Chairperson would cast the deciding vote in these situations. Mr. Butler said that the Alamogordo Daily News staff person he had in mind to conduct interviews left town, and that he would follow up to see if another person is available to do it.

April 16, 2025

The meeting was cancelled due to the lack of a quorum.

FY 24/25 SVP Advisory Council Attendance

Member	July 2024	October 2024	January 2025	April 2025
Bentley, Lara	A	No Quorum – Meeting Cancelled	-----	No Quorum – Meeting Cancelled
Butler, Stephen	A		A	
Butler, Bill	✓		✓	
Ferebee, Brandi	✓		✓	
Lawson, Shonna	✓		-----	
Miller, Rebecca	✓		✓	
Poore, Susan	✓		-----	
Solano, Russel	A		-----	
Hertsgaard, Kassandra (Volunteer Representative)	✓		✓	

A – Member Absent

✓--Member in Attendance

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/8/2025

Report Date: 07/02/2025

Report No: 4.

Submitted By: Julia Reynolds

Subject: Consider and act upon contract #26-624-4000-0014 between the City of Alamogordo and the State of New Mexico Aging and Long-Term services Department for the FY26 Senior Companion, Care Companion and Foster Grandparent Programs Grants. Senior Companion Program \$49,532.50; Care Companion Program \$27,000.00; Foster Grandparent Program \$69,525.00. (*Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Amount Budgeted:

Fund:

Additional Fiscal Impact: Rev Fund:

075.000.0000.0000.40715 / SCCP26.GRNT.STTE Senior Companion Grant Budget \$49,532.50

075.000.0000.0000.40715 / SCCC26.GRNT.STTE Care Companion Grant Budget \$27,000.00

075.000.0000.0000.40715 / SCFG26.GRNT.STTE Foster Grandparent Grant Budget \$69,525.00

Exp Fund:

075.000.0000.0000.40715 / SCCP26.GRNT.STTE Senior Companion Program Grant Budget \$49,532.50

075.000.0000.0000.40715 / SCCC26.GRNT.STTE Care Companion Program Grant Budget \$27,000.00

075.000.0000.0000.40715 / SCFG26.GRNT.STTE Foster Grant Program Grant Budget \$69,525.00

Recommendation:

Background:

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT #26-624-4000-0014

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging & Long-Term Services Department**, hereinafter referred to as the “Agency,” and **City of Alamogordo**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the department and collectively as the parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work, which is hereby incorporated and, are part of this contract as Attachment 1.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlines in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$146,057.05) as listed in Attachment 3, Budget. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment 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, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on **June 30, 2026** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become

property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

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, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. 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 understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment

opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:
Laura Martinez, SSB Program Coordinator
Aging and Long-Term Services Department
2550 Cerrillos Rd.
Santa Fe, NM 87505

To the Contractor:
Julia Rene Reynolds, Vol. Programs Administrator
City of Alamogordo
575-439-4150
jreynolds@ci.alamogordo.nm.us

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

EXECUTED AND AGREED TO by signatures below.

By: _____ Date: _____
Emily Kaltenbach, Cabinet Secretary
Aging & Long-Term Services

By: _____ Date: _____
Anastasia Martin, Agency's Legal Counsel – Certifying legal sufficiency
Aging & Long-Term Services

By: _____ Date: _____
Latisha Ortiz, Chief Financial Officer
Aging & Long-Term Services

By: _____ Date: _____
City of Alamogordo

Attachment 1 **Scope of Work**

1. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, “Services” is defined as the Foster Grandparent Program (FGP), the Senior Companion Program (SCP), and Care Companion Program (CCP). Descriptions and authorizations for the Services are set forth below. The Services should produce results that support ALTSD’s mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home, and contributing to the community.

Services provided for under this Contract are as follows:

- a. The **Foster Grandparent Program (FGP)** The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental, or emotional problems of youth, less than 21 years of age, with special or exceptional needs.
- b. The **Senior Companion Program (SCP)** The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to adults aged 55 and older with health and functional limitations to enable them to remain as independent as possible in their own homes.
- c. The **Care Companion Program (CCP)** provides companionship to adults aged 55 or older residing in assisted living and long-term care facilities. Volunteers do not act as facility support nor should they be performing the role of a staff member at the facility. CCP volunteers must be a minimum of 18 years of age, and neither the volunteer’s nor resident’s income level is a determining factor for participating in the CCP.

2. POPULATIONS TO BE SERVED

- a. **FGP** volunteers shall serve youth under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, to maintain or improve the youths’ health status and psychosocial functioning.
- b. **SCP** volunteers shall serve adults aged 55 and older with physical, emotional and/or mental health limitations by providing person-to-person support and companionship necessary to maintain the adults’ independent living and an enhanced quality of life.
- c. **CCP** volunteers are to provide companionship to individual facility residents, particularly ones who generally do not receive visitors on a regular basis.

- d. The Contractor shall be responsible for the provision of Services in which shall be referred to as the “Service Area.”

3. RESPONSIBILITIES OF THE CONTRACTOR

Program Requirements:

- i. The Contractor must be designated as an official AmeriCorps Seniors program through the federal AmeriCorps organization in the designated Service Area.
- ii. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.
- iii. The Contractor shall comply with all New Mexico laws, rules and regulations (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and AmeriCorps Seniors federal statutes and guidelines.
- iv. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to management, supervision, service provision coordination, accounting, data collection, and reporting.
- v. The Contractor shall be responsible for outreach, recruitment, and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.
- vi. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and expectations as well as the criteria by which each volunteer will be measured. The assignment plan shall also contain documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of the volunteer’s start date. The Contractor shall provide to the Department each volunteer’s assignment plan within 5 days of the Department’s written request.
- vii. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees prior to a volunteer’s start date. All required Criminal Checks will be completed at the

Contractor's expense. Criminal Checks are an allowable expense under the contract.

- viii. The Contractor shall ensure that each volunteer meets the eligibility criteria as required by AmeriCorps Seniors program regulations and handbooks.
- ix. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers with the AmeriCorps Seniors handbook. The Contractor shall provide to the Department all AmeriCorps Seniors required paperwork and forms within 5 days of the Department's written request.
- x. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the AmeriCorps Seniors program handbook and in coordination with its Advisory Council. Recognition events shall be provided as resources permit one time per state fiscal year (per FGP, SCP, and CCP), without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition event attendees in its bi-annual report to the Department.

a. Performance Measures/ Fiscal Requirements:

- i. The Contractor shall develop and submit an annual work plan and budget that identifies all projected services, expenditures, and outlines how all funds will be spent, including justification for each program to coincide with awarded amounts within the Department's deadline. Separate budgets, justifications and program plans are to be submitted for each program - FGP, and SCP each service area, administered by the Contractor.
- ii. The Contractor shall submit to the Department monthly an invoice for reimbursement. The invoice for reimbursement shall be due on the 12th day of the month, for the prior month's expenditure until all funds are spent, and a final report shall be due as required by the Department each year.
- iii. The Contractor shall upload to the corresponding monthly file in Revver all invoices for reimbursement and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, etc.
- iv. The Contractor will evaluate allocation balances in collaboration with the assigned Program Coordinator mid-fiscal year (December) to determine if there is a need to relinquish or request additional funding (if available). Inability by the Contractor to fully expend contract allocation by June 30 may result in a reduction in the contract allocation.

- v. The Contractor shall submit to the Department a Service Modification Request form when community need, identified by the Contractor or Department warrants modification to the service provisions outlined within this contract. Service modification requests shall remain within the intent of FGP, and SCP programs scope of work. Approval of service modification requests shall be determined by the Department.
 - vi. The Contractor shall submit to the Department a Budget Adjustment Request (BAR) for review and approval when the restructuring of allocation, increase to allocation, or decrease to allocation will result in changes to contracted volunteer service year (VSY) or hours of service.
 - vii. The Contractor shall provide records, reports, other documents, and access to facilities as requested by Department staff within 5 business days.
- b. Performance Measures/ Reporting Requirements:
- i. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year using the template provided by the Department. The Contractor shall upload the reports to the Revver system folder titled "Reports". The due dates for the reports are as follows:
 - 1. February 1st for the period July 1–December 31**
 - 2. August 1st for the period January 1– June 30**
 - ii. The Contractor shall submit a semi-annual narrative report to the Revver folder titled "Reports" by February 1.
 - iii. The Contractor shall submit a copy of the AmeriCorps Seniors annual Progress Report Supplement document to the Department by February 1 in combination with the semi-annual narrative report to the Revver folder titled "Reports".
 - iv. The Contractor shall submit quarterly volunteer data reports for the contract term utilizing the quarterly data surveys distributed by the Department. Each report is due according to the annual Volunteer Calendar provided by the Department (subject to change).
 - v. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms, and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

4. DEPARTMENT OVERSIGHT

- a. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, to evaluate progress, identify best practices or problem areas, and to

determine actions to be taken by parties to resolve any issues that the Department identifies. The site visits will include, but not limited to visiting volunteer stations, clients, and Contractors' place of business.

- b. Department staff shall conduct monitoring of the Contractor for compliance with performance measures and scope of work deliverables throughout the term of the contract, which may include desk reviews of fiscal and programmatic documentation, and on-site monitoring, the frequency of which shall be determined by the Department, at its sole discretion. The Department shall produce, and provide to the Contractor, a report(s) of its findings. The Contractor shall cooperate with Department staff in the monitoring process by granting access to the Contractors program and fiscal records (for all funding sources, both electronic and hard copy).
- c. The Department shall review, certify, and disburse reimbursements to the Contractor, upon receipt of complete and accurate monthly invoices and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, etc. The Department shall determine at its sole discretion whether an invoice and supporting documentation is sufficient, complete, and accurate to permit disbursement of funds.
- d. The Contractor authorizes the Department, or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state terms and/or to evaluate the Contractor's performance for all funding sources.

5. SERVICE PROVISION

- a. The Department has adopted the AmeriCorps Seniors Volunteer Program Handbook based on federal regulations for each respective program as the operating standard for state funded projects. The Services provided are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. One VSY is not representative of a single volunteer but rather a volunteer or grouping of volunteers performing hours of service that equal 1,044 hours cumulative.
- b. **NMAC 9.2.15.9 CORPORATION FOR NATIONAL AND COMMUNITY SERVICE HANDBOOK:**
 - i. The department adopts the most current corporation for national and community service (CNCS) Senior Companion Program handbook as the operating rules and procedures with which state-funded senior companion programs must comply.
 - ii. Eligibility for state-funded senior companion programs is the same as for the CNCS program.

However, the department secretary may waive any provisions of the CNCS handbook except those which will jeopardize a program's continued federal sponsorship. [9.2.15.9

NMAC - Rp, SAA Rule No. 95-15.9, 6/30/2015]

c. FGP and SCP Volunteer cost reimbursements

AmeriCorps Senior volunteers, Foster Grandparent and Senior Companion Programs must serve from 5 to 40 hours a week. The stipend is payment to volunteers to enable them to serve without cost. Volunteer stipends are paid at \$4.00 per hour.

Services performed other than those identified above will not be eligible for stipend, cost reimbursement, or calculated towards the VSY or hours of service requirements per this contract.

d) Care Companion Volunteer cost reimbursements

Volunteers must serve from 5 to 40 hours a week. The stipend is payment to volunteers to enable them to serve without cost. Volunteer stipends are paid at \$4.00 per hour.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of monthly invoices for reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

- i. **Foster Grandparent Program (FGP):** Recruit and place a minimum of 8 VSYs in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors Otero County (Counties) and to provide a minimum of 8,352 hours of service during the contract period.

The goals of FGP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

- ii. **Senior Companion Program (SCP):** Recruit and place a minimum of 6 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Otero County, and to provide a minimum of 6,264 hours of service during the contract period.

The goals of SCP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

- iii. Care Companion Program (CCP): Recruit and place a minimum of 3 Volunteer Service Years (VSYS) in assisted living and/or long-term care facilities in Otero County to provide a minimum of 3,132 hours of service during the contract period.

The goals of Care Companion Program are to:

Provide companionship to older adults 55 or older residing in assisted living and long-term care facilities, particularly those who generally do not receive visitors on a regular basis.

- d) Recruit volunteers willing to be Older Adult Peer Specialist certified through Health Care Authority, Community Health Workers certified through DOH, or Ombudsman volunteers with ALTSD by providing opportunities to work with older adults living with behavioral health challenges.

Volunteer Program Assurances, Terms, and Conditions

By signing the FY26 contract you are accepting funds under this award from the State of New Mexico Aging and Long-Term Services Department (ALTSD). The Contractor agrees to comply with all awards, these General Terms and Conditions, the program-specific terms and conditions, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved budget and supporting documents provided in support of the executed FY26 contract. The Contractor agrees to utilize all forms, templates, and documentation provided by the ALTSD and shall not modify, alter, or substitute any forms or templates without prior written approval.

1. General.

The recipient must maintain separate financial management records for contracted state allocations and must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs.

2. Fiscal Requirements.

The amount payable under this Contract shall be made on a fixed rate for the provision of the identified services.

- a. Contractor is allocated State funds using state funding formula \$9,000 per VSY with mandatory \$4,176 being budgeted in stipends per VSY.
- b. All budget changes and the fully executed contract must be submitted to the

assigned NM ALTSD Senior Services Bureau (SSB) Program Coordinator for prior approval using the budget adjustment request (BAR) form accompanied by a letter of justification. Approval is at the discretion of the assigned NM ALTSD SSB Program Coordinator.

- c. Purchases for a single item more than \$500.00 not included as part of the original contract budget must be pre-approved and necessary to continued operations. Approval requests for these types of purchases must be requested through submission of a letter of justification to the assigned NM ALTSD SSB Program for review.

3. Allowable Costs for Reimbursement.

To be allowable under this contract allocation, costs must be submitted through a budget form and approved by the NM ALTSD Program Coordinator and are limited allowable expenditures pursuant to NMAC 9.2.14, NMAC 9.2.15, NMAC 9.2.16, Department policies and procedures, AmeriCorps Seniors regulations, and guidelines applicable to each of the services. Expenditures must be consistent with policies and procedures that apply to Federal & State activities of the Contractor.

4. Separation of funding, and deliverables based on funding source(s)

Programs must separately track state funded VSYs, hours served, volunteers, etc. to comply state contract deliverables.

5. SCP Volunteer costs reimbursements detailed Stipend

AmeriCorps Seniors volunteers serve from 5 to 40 hours a week. The stipend is a payment to AmeriCorps Seniors volunteers to enable them to serve without cost to themselves. [45 CFR 2551.12]. The stipend is paid for hourly service that Seniors volunteers spend with assigned clients, for earned leave if applicable, and for attendance at official project events, e.g., orientation, in-service training, Advisory Council meetings (as members or official observers), recognition events, and travel time between individual assignments. Travel time between the volunteer's home and place of assignment may not be considered as part of the service schedule and will not be stipend. However, travel time between assignments is a part of the service schedule. Mealtimes may be part of the service schedule and is stipend.

Services performed other than those identified above will not be eligible for stipend and will not meet the VSY or hours of service requirements per this contract.

6. Meal reimbursement.

Meal reimbursement for Volunteer staff must be for actual meal expenses incurred by the Volunteer while volunteering.

The amount of reimbursement to volunteers for meals is based on actual expenses, consistent with the costing procedures developed by the sponsor rather than a flat daily rate. However, reimbursement of "brown-bag" lunches prepared by AmeriCorps Seniors volunteers may be based on a flat rate established by the sponsor in written policy. The basis for the rate should be included in the

sponsors' written policy. AmeriCorps Seniors volunteers are required to sign a statement certifying that meals to be reimbursed to the volunteer were taken in conjunction with volunteer service and provide details of the reimbursement and supporting documentation such as receipts when applicable.

If the Contractor establishes a flat rate reimbursement, the amount reimbursed at the flat rate must not exceed the actual expense to the Volunteer.

Volunteers eligible for Title III OAA meal services (60+) may not be reimbursed for congregate meals or home delivered meals received while volunteering. Volunteers not eligible (below 60) for free congregate or home delivered meal per Title III OAA services may be reimbursed at actual expense or flat rate not to exceed the actual cost per program policies and procedures. Meal reimbursement rates are subject to NM ALTSD SSB approval.

7. Mileage reimbursement.

Mileage reimbursement rates for Grantee staff travel and Volunteer staff travel must be equal to or less than the standard Federal mileage rate. The Federal rate is subject to change based on an annual study <https://www.irs.gov/tax-professionals/standard-mileage-rates>

8. Reimbursement for Volunteers' transportation Volunteer drivers.

- i. Reimbursement of FGP volunteers who drive their own cars is based on a cost-per-mile rate set by the sponsor via written policy. Volunteers are reimbursed for actual mileage within the limits of available funds and local project reimbursement policy. Volunteers cannot be reimbursed in excess of actual costs, or on a per capita basis, for transporting other volunteers.
- ii. Mileage reimbursement directly to a volunteer from a volunteer station for transportation from the volunteer's home to the place of assignment and return home is acceptable as local support of the project. Project files should include verification of this contribution for review for compliance monitoring and AmeriCorps Seniors audit purposes.
- iii. Mileage reimbursement to volunteers from volunteer stations for providing transportation while on volunteer assignments cannot be used as local support for the project. The costs of community service provided by volunteer stations cannot be credited for the value of those costs to be used as local budget support.
- iv. Drivers of carpools receive reimbursement for actual mileage based on a cost-per-mile rate. Passengers do not receive reimbursement.
- v. Providers should establish procedures, such as a voucher system, for public transportation expenses, including subways, buses, and other public conveyances. Reimbursements must be based on documentation by the volunteer of actual costs incurred for project-related transportation expenses.

9. Recognition Gifts

- i. Recognition gift purchases cannot exceed \$80.00 per volunteer per fiscal year including food costs for catered and non-catered events. Requests for recognition gifts in excess of \$80.00 per volunteer including food costs for catered and non-catered events must be requested through submission of a letter of justification to the assigned NM ALTSD SSB Program Coordinator. All requests are subject to NM ALTSD SSB approval.

10. Prohibited Program Activities and Reimbursable.

The Contractor must comply with, and require that all Volunteers comply with, prohibitions outlined in state rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements,

NM ALTSD assurances, and generally accepted accounting principles (GAAP) [FASB Home](#)

- a. State general funds will not be used for the purchase of gift cards, staff or volunteer monetary bonuses, or cash gifts.
- b. Contractor will submit reimbursements for actual operating expenses. The invoice dollar amounts submitted for reimbursement will not be rounded up or down to the next whole number nor will they be estimates.
- c. Reimbursement request must be for the corresponding month the expense occurred. Expenses occurring outside the month being invoiced are considered “adjustments” and must be identified as such on the invoice. An explanation for any “adjustment” must be provided on the invoice page submitted by the contractor. Expenses occurring outside of the current state fiscal year must not be submitted for reimbursement within the current state fiscal year. These expenses are considered “prior year” and not reimbursable under this contract.
- d. State fund contract allocations will not serve as financial gain to any Contractor.
- e. Operating costs tied to volunteer activities NOT identified as allowable per federal and state rules and regulations, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances are not reimbursable expenses and may not be submitted as such.
- f. Administrative costs not pre-approved pre-contract execution or post contract execution NOT identified as allowable per state rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances are not reimbursable expenses and may not be submitted as such.
- g. Volunteers are eligible to receive a stipend for allowable activities only as allowable per State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances. Hours of service performed that do not meet the requirements for allowable activities will not be considered eligible for meeting contractual requirements, stipend, mileage reimbursement, nor

meal reimbursement.

- h.** Operating and Volunteer costs tied to telework activities not identified as allowable per State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances are not reimbursable expenses and may not be submitted as such. Teleworking Volunteers are eligible to receive a stipend for allowable activities only as identified within the AmeriCorps Seniors FGP, and SCP handbooks and NM ALTSD assurances.
- i.** Travel time between the volunteer's home and place of assignment may not be considered as part of the service schedule and will not stipend. However, travel time between assignments is a part of the service schedule. Mealtime may be part of the service schedule and is stipend. Contractor will not be reimbursed State funds for Volunteer meals received through Title III of OAA Local nutrition programs. Volunteers over 60 are eligible for meals at congregate meal sites and home-delivered meals funded under this program.
- j.** Contractor will not be reimbursed State funds for Grantee staff mileage in the form of fuel purchase reimbursement. Mileage reimbursement is restricted to actual miles driven based on a cost-per-mile rate set by the sponsor via written policy equal to or less than the standard Federal mileage rate <https://www.irs.gov/tax-professionals/standard-mileage-rates>
- k.** Grantee staff are reimbursed for actual mileage within the limits of available funds. Grantee staff cannot be reimbursed in excess of actual costs, or on a per capita basis, for transporting other Grantee staff.
- l.** Contractor will not be reimbursed State funds for the purchase of raw or cooked food, edible products, flatware, crockery, decorations, etc. unless related to annual Volunteer recognition event.

11. Award monitoring.

Contractor must comply with State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances.

- a. Site visits.** NM ALTSD may make site visits to verify (but not limited to) contract compliance, evaluate recipient records, accomplishments, organizational procedures, financial control systems, conduct interviews, and provide technical assistance as necessary.
- b. Desk reviews.** NM ALTSD may conduct desk reviews to verify (but not limited to) contract compliance, evaluate recipient records, accomplishments, organizational procedures, financial control systems, conduct interviews, examine program handbooks, and provide technical assistance as necessary.
- c. Responding to information requests.** NM ALTSD SSB may request documentation (related to Federal, State, and local funds) from the Contractor to monitor for compliance and accuracy. NM ALTSD SSB may also submit questions to the Contractor regarding features of the program(s). The Contractor must cooperate with

NM ALTSD for both documentation requests and questions. Failure to provide the requested documentation or answers to questions within the deadline identified by NM ALTSD SSB may result in state funds being placed on hold or other remedies as appropriate.

- d. Notification of Change.** Contractor will provide written notification to NM ALTSD SSB within 10 business days of changes in key personnel.
- e. Verification of AmeriCorps Seniors Sponsor in good standing.** The contractor will provide NM ALTSD SSB with copies of their approved Federal E-Grant application(s) and Federal budget(s) as validation of sanction in good standing with AmeriCorps Seniors. In the event an approved Federal E-Grant application and Federal budget are not available, an unapproved (system generated) Federal E-Grant application and Federal budget may temporarily be submitted until the time the approved Federal Grant and budget are available. Contractor must submit copies of the approved Federal grant and budget(s) with 10 business days of receipt to the assigned NM ALTSD SSB Program Coordinator.
- f. Notification of Performance Impediments**
Provider shall promptly notify their designated Program Coordinator if they become aware of any circumstances that may impede their ability to meet the established performance measures outlined in this contract. Such notification shall be made in writing and include a detailed description of the issue, potential impacts, and proposed solutions, if applicable.
- g. Reporting fraud, waste, and abuse.** Contractor must contact their assigned Program Coordinator immediately when:
 - Any criminal activity or violations of law have occurred, such as:
 - i. Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person AmeriCorps personnel, grantees, or Contractor, even if no federal funds or property was involved.
 - ii. Submission of a false claim or a false statement by any person in connection with any AmeriCorps program, activity, grant or operations.
 - iii. Concealment, forgery, falsification, or unauthorized destruction of government or program records.
 - iv. Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants.
 - v. Other misconduct in connection with operations, programs, activities, contracts, or grants; or
 - vi. Mismanagement, abuse of authority, or other misconduct by AmeriCorps personnel.

- vii. Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
- viii. Waste occurs when taxpayers do not receive reasonable value for their money in connection with a state government-funded activity due to an inappropriate act or omission by people with control over or access to state funds and resources.
- ix. Abuse is a behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes nepotism, misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

12. Administration.

The contractor must establish written policies and procedures and provide copies to volunteers and NM ALTSD SSB as requested or when revised. The Contractor must ensure policy and procedures include the requirements outlined within these assurances, as well as requirements outlined in the FGP and SCP AmeriCorps handbooks.

13. Quarterly Reporting.

Contractor will complete all Quarterly and Bi-annual Narrative report utilizing forms and schedule provided by ALTSD. Contractor will submit a separate report per county (service area) and provide totals from those service areas.

14. Final Authority.

When circumstances arise that reveal conflicting guidance between Federal and State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances. NM ALTSD SSB maintains final authority in regard to state-to-state funding.

Attachment 2
Budget

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services

The contract is to provide funding for FY26 is as follows:

PROGRAM	AMOUNT
Foster Grandparent Program	\$69,525.00
Senior Companion Program	\$49,532.50
Care Companion Program /SCP	\$27,000.00
FY26 Total	\$146,057.50

Services will be provided to ALTSD-approved participants every month of the contract year in: Otero county The total amount payable under this Contract shall not exceed \$146,057.50

Attachment 3 **Care Companion Program**

Overview: The Care Companion Program (CCP) allows for AmeriCorps Senior Companion Programs (SCP) currently contracted with the State of NM Aging and Long-Term Services Dept. (NM Aging Services) to apply underutilized Senior Companion funds to be used for the dual purposes of engaging persons in volunteer service to meet critical community needs to the residents of long-term care facilities.

Long-term care facilities are assisted living or nursing home settings. Long term community residents are older adults and people with disabilities that are unable to live independently for various reasons.

Care Companion Program volunteers will provide regular visits at minimum a of 5 hours per week, per volunteer and up to 40 hours per week per volunteer (within budget) to long-term care community residents and develop “authentic” relationships that support socialization and engagement. Care Companions volunteers may receive stipends and meal/mileage reimbursements in the same fashion as AmeriCorps Senior Companion volunteers and will follow AmeriCorps SCP program guidelines; however, Care Companion Program volunteers will not be restricted by age and income requirements.

Goals and Objectives:

Provide support and companionship to older adults 55 and older and people with disabilities residing in assisted living and long-term care facilities. Some examples of companionship and support services include:

- Friendly conversation and company, perhaps while doing hobbies etc.
- Providing company and companionship.
- Emotional support and socialization

What makes a good companion?

To be a good companion, you need to be respectful and caring. Listening to their stories, looking at old photos, or playing music from their youth are great ways to be good companions.

Benefits to long-term care facility residents:

Lessening the feeling of isolation for adults 55 and older and people with disabilities is important to their mental and physical health. Care Companion Program volunteers can help provide ongoing companionship and emotional support. Compassionate and attentive companions can provide social interaction, engage in conversation, and help dispel feelings of loneliness.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/8/2025

Report Date: 07/02/2025

Report No: 5.

Submitted By: Britney Ybarra

Subject: Consider, and act upon, the approval of an agreement with the New Mexico Economic Development District, Non-Metro Area Agency on Aging for the Nutrition Service Incentive Program (NSIP). The total amount budgeted is \$25,107.00. (*Magdalena Morales, ASC Manager, and Veronica Ortega, Community Services Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Amount budgeted: \$25,107.00

Contract amount: \$25, 107.00

Project string: SCCM26.SUPP.FOOD.NSIP / 52%

Project string: SCHD26.SUPP.FOOD.NSIP / 48%

Recommendation: Approve the agreement.

Background: The Federal government provides this funding for the Nutrition Service Incentive Program. The funding is utilized for our nutrition programs: congregate and home-delivered meals.

Funding is based on the number of eligible meals we serve to our seniors. This will be a one-time funding amount for the fiscal year. These Federal dollars may be spent only on food grown in the U.S.A.

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) SUB AWARD

This Agreement is made and entered into this 1st day of July 2025, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and the City of Alamogordo hereinafter referred to as the "Subrecipient Contractor."

PURPOSE

The Nutrition Services Incentive Program (NSIP) provides incentives for the effective delivery of nutritious meals to older individuals. NSIP funds allow nutrition programs to increase the number of meals served.

The purpose of this Agreement is to allocate funds in support of the provision of congregate and home delivered meals provided under Title IIIC of the Older Americans Act (OAA). The Subrecipient Contractor must be a recipient of Title III funding or Title III matching funds.

1. SCOPE OF SERVICES

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Service Delivery Plan submitted May 2025.
- C. Targeting: Target populations include persons aged 60 or older and their spouses of any age, Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.
- D. Payment for Services: The total amount payable under this Agreement shall not exceed \$25,107.00 [Assistance Listing Number: 93.053] for the purchase of foods produced in the United States, for use in senior nutrition programs
- E. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:
 - 1. Subrecipient Contractor shall submit timely and accurate information necessary for

reimbursement:

- a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.
 - b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year.
 - c. Invoicing shall include supporting documentation to validate reported expenses to include the Nutrition Services Incentive Program (NSIP) Expense Detail report, provided by the Agency; copies of invoices containing:
 - i. The vendor's name, address, and contact information.
 - ii. Internal transaction number
 - iii. The purchased items with a description of each product along with the corresponding quantity.
 - iv. The price for each item and any applicable discount given and the total amount of the sale items.
 - v. NSIP items must be identified with an "N" or "NSIP" on the invoice.
 - vi. Senior center or meal site to which received the delivery, full name, address, and contact information.
2. Payment for services shall be consistent with all applicable federal and state laws and regulations.
 3. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.
 4. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.
 5. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable,

within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

6. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.
7. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
8. Subrecipient Contractor shall track and report all information needed for the State Program Report for Administration for Community Living (ACL) through the Older Americans Act Performance System (OAAPS). Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by OAAPS and state and federal reporting requirements.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
 1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
 3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data should be recorded daily.
 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
 5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
 6. Establish procedures to ensure that NSIP funds are used solely for the purchase of United States agriculture commodities and other foods produced in the United States for the use in the senior nutrition program. No imported foods, or food items containing imported products, may be purchased with these funds.
 7. Ensure that NSIP funds are used exclusively for the purchase of food, not meal preparation, and may not be used for administrative costs.

8. Ensure that meals furnished under contractual agreement with food service management companies, caterers, restaurants, or institutions, contain foods or commodities of United States origin; imported foods may not be purchased with these funds.
9. Purchase and use locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the New Mexico Environment Department requirements.
10. Ensure that each meal complies with the most recent Federal and State nutritional guidelines and requirements.
11. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources such as Title IIIC-1 and Title IIIC-2.
12. Maintain documented NSIP eligibility for all meals reported. Meal counts, as recorded in the service database, must be accurate, unduplicated and include no meals that do not meet the requirements for NSIP eligibility.
13. Maintain and retain for three (3) years from close of the federal fiscal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
14. Allow the Agency to periodically monitor the Subrecipient Contractor's fiscal accountability of NSIP.
15. Ensure eligible consumers are assessed and information recorded in the service database.

B. The Agency agrees to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. TERM

This Agreement shall begin on July 1, 2025, and terminate on June 30, 2026, unless terminated pursuant to Paragraph 4, below or for any other reason allowed by law.

4. TERMINATION

- A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least thirty (30) days

prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient

Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

7. ASSIGNMENT

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

8. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

11. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

12. CONFLICT OF INTEREST

The Subrecipient 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. The Subrecipient Contractor certifies that the requirements

of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. AMENDMENT

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

14. 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 understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. WORKERS COMPENSATION

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

18. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Aging and Long-Term Services Department, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

19. INDEMNIFICATION

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 limitation of the New Mexico Tort Claims Act.

20. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

21. KEY PERSONNEL

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager
3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

22. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD Non-Metro AAA
Neil Segotta, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

SUBRECIPIENT CONTRACTOR:

City of Alamogordo - Alamo Senior Center
Magdalena Morales, ASC Director
2201 Puerto Rico Avenue
Alamogordo, NM 88310

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all carried insurance before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2025.

Date _____

Date _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/8/2025

Report Date: 07/02/2025

Report No: 6.

Submitted By: Britney Ybarra

Subject: Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY26 contract for Direct Purchase of Services for senior programs. The total amount budgeted is \$547,563.60. (*Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

An aggregate amount of \$547,563.60 is to be derived from the following sources when performance units are met:

- III-B Federal (Transportation): Contract amount: \$35,000.00
- III-C1 Federal (Congregate Meals): Contract amount: \$69,447.05
- III-C2 Federal (Home-delivered Meals): Contract amount: \$40,564.34

NMGAA (New Mexico General Appropriation) - State / HB-2: Contract amount: \$402,552.21

- IIIB State (Transportation): \$95,904.21
 - IIIB State (Fitness): \$29,000.00
 - III-C1 State (Congregate Meals): \$152,324.00
 - III-C2 State (Home-delivered Meals): \$125,324.00
-

Recommendation: Approve the grant funding.

Background: The Alamo Senior Center receives funding through the Non-Metro Area Agency on Aging for congregate meals, home-delivered meals, transportation, and fitness programs.

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

TITLE III FEDERAL AND STATE SUB-AWARD

This Agreement is made and entered into this 1st day of July 2025, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the “Agency” and City of Alamogordo, hereinafter referred to as the “Subrecipient Contractor.”

The Agency’s Older Adults Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act (OAA), as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

1. SCOPE OF SERVICES

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Service Delivery Plan submitted May 2025.
- C. Deliverables: The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor’s submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
- D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

- E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$547,563.60. Said aggregate amount is to be derived from the following sources.

1. \$35,000.00 from Title III-B of the OAA [Assistance Listing Number 93.044].
2. \$69,447.05 from Title III-C1 of the OAA [Assistance Listing Number: 93.045].
3. \$40,564.34 from Title III-C2 of the OAA [Assistance Listing Number: 93.045].
4. \$0 from Title III-D of the OAA [Assistance Listing Number: 93.043].
5. \$0 from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
6. \$402,552.21 from the NMGAA-State/HB-2

- F. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:

1. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.
2. Subrecipient Contractor shall submit timely and accurate information necessary for reimbursement:
 - a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.
 - b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditure using the OAA-SYS

system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year.

- c. Invoicing shall include supporting documentation to validate reported expenses to include general ledger, purchase orders, invoices, and a Detail Summary form provided by the Agency.
 - d. The Subrecipient Contractor shall report local fund expenditures in OAA-SYS on a monthly basis, beginning no later than the October reimbursement cycle. Committed local funds must be 100% expended by June 30, 2026. If Subrecipient Contractor does not expense local fund expenditures as described herein, the Agency reserves the right to deduct said local funds from the Contractor's monthly reimbursement requests.
3. Payment for services shall be consistent with all applicable federal and state laws and regulations.
 4. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.
 5. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.
 6. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
 7. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.

8. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
9. The Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by state and federal reporting requirements.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
 1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
 3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data shall be recorded daily.
 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
 5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
 6. Submit quarterly program narrative reports and financial reports, to include approved budget, year-to-date expenses, and year-to-date revenue, by the 15th business day of the month following the end of the quarter.
 7. Participate in Agency monitoring and annual compliance assessments.
 8. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient Contractor's financial reports. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
 9. Provide letters from local City or County governments to the Agency committing local funds to Older Adult programs. Any changes in local funds (increases or decreases) will be provided in writing to the Agency.
 10. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.

11. Submit emergency and contingency plans by the date and in the format required by the Agency to address unforeseen circumstances when service delivery is threatened.
12. At a minimum, attend three (3) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
13. Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
14. Subrecipient Contractor employees, officers, or agents shall not solicit nor accept gratuities, gifts, or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency agrees to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES

A. *Americans with Disabilities Act of 1990*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973*

The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the

agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

- C. *Age Discrimination in Employment Act of 1967*
The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- F. *Certification Regarding Lobbying*
The Subrecipient Contractor shall certify annually that no Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the subrecipient contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- G. *Financial Management*
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.
- H. *Budget Adjustment*
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Any modifications to employee salaries shall require a budget adjustment request. Under no circumstances may a budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.

I. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.

J. *Independent Audit*

The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2025, through June 30, 2026. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.

1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

K. *Equal Opportunity Compliance*

The Subrecipient Contractor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

L. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of

programs funded under the OAA and the New Mexico State Legislature; New Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

M. *Non-Discrimination Service Delivery.*

The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

N. *Targeting and Outreach.*

The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section 1.D. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

O. *Consumer Feedback.*

The Subrecipient Contractor shall utilize the standardized survey instrument required by the Agency to obtain and evaluate consumer opinions of the quality of services received.

P. *Emergency Preparedness Requirements.*

The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

- a. Subrecipient Contractor shall complete and submit the Agency's Emergency Preparedness and Continuity of Operations Plan annually.
- b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in the format provided by the Agency.

- c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
- d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
- e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
- f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

4. TERM

This Agreement shall begin on July 1, 2025, and terminate on June 30, 2026, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

- A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation,

retention, or transfer of all property entitled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

- A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:
 - 1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
 - 2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
 - 3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.
- B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:
 - 1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of

such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

10. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST

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

15. AMENDMENT

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

16. 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 understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. WORKERS COMPENSATION

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Aging and Long-Term Services Department, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION

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 limitation of the New Mexico Tort Claims Act.

22. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any

services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

23. KEY PERSONNEL

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager
3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

24. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD Non-Metro AAA
Neil Segotta, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

SUBRECIPIENT CONTRACTOR:

City of Alamogordo - Alamo Senior Center
Magdalena Morales, ASC Director
2201 Puerto Rico Avenue
Alamogordo, NM 88310

27. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being

furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

28. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

29. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2025.

City of Alamogordo
Legal Name of Subrecipient Contractor

Signature

Stephanie J. Hernandez, Ph.D, Acting City Manager
Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

July 1, 2025
Date

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/8/2025

Report Date: 07/03/2025

Report No: 7.

Submitted By: Barbara Pyeatt

Subject: Consider and act upon the award of RFP 2025-005 On-Call Well and Pump Services to Statewide Drilling, Inc. *(David Nunnelley, Utilities Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the award and authorize staff to proceed with the Service Agreement.

Background: RFP 2025-005 Scope of Work is to provide the City of Alamogordo Utility Department with Well and Pump Maintenance Services. The RFP was advertised in the Alamogordo Daily News on April 19, 2025. The City received two proposals on May 21, 2025. Both were reviewed and scored. Statewide Drilling, Inc. and Hydro Resources MDC.

Proposals may be viewed at the Purchasing Department.

CITY OF ALAMOGORDO
COMPOSITE SCORE SHEET
RFP 2025-005 On Call Well & Pump Services
5/21/2025 15:00

	Statewide Drilling							Hydro Resources						
FACTOR	1	2	3	4	5	6	7	1	2	3	4	5	6	7
Evaluator #1	25	20	10	10	10	25	10	25	15	10	8	8	10	7.6
Evaluator #2	25	18	10	8	9	25	9.5	25	18	10	9	10	10	8.2
Evaluator #3	21	18	8	9	10	25	9.1	20	18	8	10	8	10	7.4
Total	71	56	28	27	29	75	29	70	51	28	27	26	30	23
	314.6							255						

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/8/2025

Report Date: 07/03/2025

Report No: 8.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2025-20 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of June 30, 2025. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Beginning Cash Balances - \$94,846,611

Revenues - \$143,244 Increase

Expenditures - \$1,361,537 Increase

Transfers In - \$552,766 Increase

Transfers Out - \$552,766 Increase

Recommendation: Approve the Resolution Request

Background: The City Commission adopted the FY 2024-2025 budget on July 30, 2024. Resolution 2025-20 amends the budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of the revisions are attached for your review.

RESOLUTION NO. 2025-20

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2024-2025.

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

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written final approval to the City of Alamogordo, New Mexico's annual preliminary budget on June 17, 2024, for fiscal year 2024-2025; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2024-2025 be and hereby is revised as of June 30, 2025, to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2024-2025 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on June 30, as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2024-2025.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 8th day of July 2025.

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

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughes, City Clerk

APPROVED AS TO FORM:

Darrell Mori, City Attorney

**ALL FUNDS SUMMARY
BUDGET 2024-2025**

1/12TH REQ RSRV
2,169,994
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
4,234,726

FUND NO.	FY 2024-2025 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	16,059,659	28,501,945	2,191,693	13,839,909	(11,648,216)	26,039,923	6,873,465	2,638,739	4,234,726
12	INTERNAL SERVICE FUND	228,757	216,907	5,672,514	0	5,672,514	6,103,176	15,002		\$15,002
15	CORRECTIONS-JAIL	52,819	42,000	70,000	0	70,000	114,000	50,819		\$50,819
16	LODGER'S TAX-PROMOTIONAL FUND	161,757	3,998	120,000	2,491	117,509	255,069	28,195		\$28,195
17	POLICE COURT BOND	8,638	0	0	0	0	0	8,638		\$8,638
19	COURT AUTOMATION FUND	9,846	13,500	0	0	0	15,650	7,696		\$7,696
20	LODGER'S TAX-CITY	196,063	80,929	442,000	100,569	341,431	583,283	35,140		\$35,140
21	D.A.R.E. DONATIONS FUND	19,848	4,128	0	0	0	21,544	2,432		\$2,432
24	GRANT CAPITAL IMPROVEMENT	(0)	10,905,929	4,161,014	0	4,161,014	14,181,495	885,448		\$885,448
27	MUNICIPAL COURT OPERATIONS	100	8,000	507,925	0	507,925	514,750	1,275		\$1,275
28	POLICE CONTINGENCY	70,514	1,257	0	0	0	10,000	61,771		\$61,771
31	CEMETERY-PERPETUAL CARE	895,842	30,654	0	126,018	(126,018)	0	800,478		\$800,478
32	COMMUNITY SERVICES	6,775	752,833	6,159,935	0	6,159,935	6,917,786	1,757		\$1,757
33	FIRE PROTECTION	1,746,026	936,883	0	0	0	2,544,949	137,960		\$137,960
35	HIDTA GRANT FUND	(0)	33,350	0	0	0	33,350	(0)		(\$0)
36	LAW ENFORCEMENT FUND	39,979	159,500	0	0	0	199,479	0		\$0
37	STATE HIGHWAY FUND	131,707	26,516	0	0	0	20,225	137,998		\$137,998
38	TRAFFIC SAFETY FUND	80,357	16,124	0	0	0	87,000	9,481		\$9,481
39	STATE JUDICIAL	9,336	34,000	0	0	0	34,000	9,336		\$9,336
42	1984 GROSS RECEIPTS TAX	3,700,226	2,386,432	0	4,975,740	(4,975,740)	43,394	1,067,524	252,119	\$815,405
44	TRANSPORTATION FUND	100,000	1,285,335	5,511,749	420,177	5,091,572	5,960,043	516,864		\$516,864
48	NEW MEXICO C.D.B.G.	(0)	32,825	113,305	0	113,305	113,351	32,779		\$32,779
49	1986 GROSS RECEIPTS TAX	5,954,277	2,413,006	0	4,755,989	(4,755,989)	1,117,696	2,493,598	268,391	\$2,225,207
50	PROPERTY ACQUISITION	85,010	0	0	0	0	0	85,010		\$85,010
53	GENERAL OBLIGATION	1,040,442	1,225,613	0	0	0	1,220,245	1,045,810	557,029	\$488,781
54	REVERSE OSMOSIS PROJECT RSV	20,950	0	9,430	0	9,430	9,430	20,950		\$20,950
56	99 GRT FLOOD CONTROL BOND PROJ	0	0	264,793	0	264,793	264,793	0		\$0
59	REVENUE BOND P & I FUND	17,899	0	2,356,842	0	2,356,842	2,356,842	17,899		\$17,899
61	MUNICIPAL INFRASTRUCTURE .0625%	2,420,364	615,132	0	739,829	(739,829)	10,849	2,284,818		\$2,284,818
63	COMMUNITY DEVELOPMENT	2,500	0	621,484	32,400	589,084	588,589	2,995		\$2,995
69	1994 GROSS RECEIPTS	5,257,345	2,393,173	0	2,830,517	(2,830,517)	43,394	4,776,607	553,051	\$4,223,556
71	ALAMO SENIOR CENTER	7,430	824,521	978,855	0	978,855	1,808,942	1,864		\$1,864
74	ALAMO SENIOR CENTER GIFT	141,577	9,084	0	9,171	(9,171)	45,159	96,331		\$96,331
75	RETIRED & SENIOR VOL. PROGRAM	0	144,307	34,000	0	34,000	178,226	81		\$81
81	WATER/SEWER OPERATING	15,780,798	15,861,967	2,464,315	3,845,175	(1,380,860)	23,774,445	6,487,460	1,463,850	\$5,023,610
82	98 JT WATER/SEWER BOND P&I	44,934	930	2,360,248	0	2,360,248	2,303,877	102,235		\$102,235
86	SOLID WASTE COLLECTION SYS.	1,299,061	2,577,444	240,000	64,278	175,722	3,064,865	987,362	178,583	\$808,779
88	BONITO CAMPGROUND	403,939	8,003	7,544	0	7,544	177,650	241,836		\$241,836
89	ESGRT .0625%	2,269,616	614,478	0	640,000	(640,000)	733,075	1,511,019		\$1,511,019
90	GOLF COURSE	2,000	1,729,350	510,080	0	510,080	2,239,952	1,478		\$1,478

**ALL FUNDS SUMMARY
BUDGET 2024-2025**

1/12TH REQ RSRV
2,169,994
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
4,234,726

FUND NO.	FY 2024-2025 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
91	AIRPORT	44,790	2,138,530	303,847	0	303,847	2,486,717	450		\$450
94	OTERO GREENTREE REG LANDFILL	3,563,355	3,846,980	0	0	0	3,006,550	4,403,785		\$4,403,785
96	SELF-INSURED FUND	250,280	60,512	0	0	0	105,031	205,761		\$205,761
98	PAYROLL CLEARING	237,137	0	0	0	0	0	237,137		\$237,137
104	UTILITY DEPOSITS	631,460	0	0	0	0	0	631,460		\$631,460
105	ECONOMIC DEVELOPMENT	7,118,206	1,307,163	0	4,000,880	(4,000,880)	194,370	4,230,119		\$4,230,119
107	SELF INSURED/LIABILITY	957,054	15,527	0	0	0	535,000	437,581		\$437,581
109	2004 GRT CAPITAL OUTLAY	17,796,726	4,972,032	0	2,718,430	(2,718,430)	9,354,387	10,695,941	534,452	\$10,161,489
114	SIDEWALKS REVOLVING LOANS	948	0	0	0	0	0	948		\$948
115	CORP ESCROW ACCOUNT RESERVE	1,000	0	0	0	0	0	1,000		\$1,000
119	2012 GRT REF/IMP REVBD	123,446	3,691	0	0	0	113,306	13,831		\$13,831
121	2015 GO BONDS-FUN CENTER	94,336	2,091	0	0	0	0	96,427		\$96,427
122	2015 GO BONDS-STREETS	182,786	4,053	0	0	0	0	186,839		\$186,839
124	AMERICAN RESCUE PLAN ACT	5,535,524	159,951	0	0	0	5,262,079	433,396		\$433,396
125	CANNABIS GRT	43,175	269,040	0	0	0	270,640	41,575		\$41,575
127	QUALITY OF LIFE CAPITAL	0	0	4,000,000	0	4,000,000	4,000,000	0		\$0
901	HOUSING LOW RENT OPERATING	0	0	0	0	0	0	0		\$0
903	HOUSING HOMEOWNERSHIP OPER	0	0	0	0	0	0	0		\$0
904	HOUSING CAPITAL FUND PROJECTS	0	0	0	0	0	0	0		\$0
TOTALS FY2025		94,846,611	86,669,623	39,101,573	39,101,573	0	129,058,576	52,457,658	6,446,214	46,011,444

ALL FUNDS SUMMARY

BUDGET 2024-2025

1/12TH REQ RSRV
2,169,994
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining

4,234,726

FY25 BUDGET - RESOLUTION 2025-20 (#12) July 8, 2025

FUND NO.	FY 2024-2025 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	16,059,659	28,386,501	2,191,693	13,782,409	(11,590,716)	25,446,133	7,409,311	2,638,739	4,770,572
	#2025-11-467 Dispatch Contract Services					0	60,000	(60,000)		(60,000)
	#2025-12-2531 Year End Revision		115,444		57,500	(57,500)	533,790	(475,846)		(475,846)
	Total Revised Fund 11	16,059,659	28,501,945	2,191,693	13,839,909	(11,648,216)	26,039,923	6,873,465	2,638,739	4,234,726
12	INTERNAL SERVICE FUND	228,757	215,107	5,620,014	0	5,620,014	6,048,876	15,002		15,002
	#2025-12-28 Revenue Increase		1,800			0	1,800	0		0
	#2025-12-2531 Year End Revision			52,500		52,500	52,500	0		0
	Total Revised Fund 12	228,757	216,907	5,672,514	0	5,672,514	6,103,176	15,002		15,002
15	CORRECTIONS-JAIL	52,819	42,000	70,000	0	70,000	114,000	50,819		50,819
	Total Revised Fund 15	52,819	42,000	70,000	0	70,000	114,000	50,819		50,819
16	LODGER'S TAX-PROMOTIONAL FUND	161,757	3,998	120,000	2,491	117,509	255,069	28,195		28,195
	Total Revised Fund 16	161,757	3,998	120,000	2,491	117,509	255,069	28,195		28,195
17	POLICE COURT BOND	8,638	0			0		8,638		8,638
	Total Revised Fund 17	8,638	0	0	0	0	0	8,638		8,638
19	COURT AUTOMATION FUND	9,846	13,500	0	0	0	15,650	7,696		7,696
	Total Revised Fund 19	9,846	13,500	0	0	0	15,650	7,696		7,696
20	LODGER'S TAX-CITY	196,063	80,929	442,000	100,569	341,431	583,283	35,140		35,140
	Total Revised Fund 20	196,063	80,929	442,000	100,569	341,431	583,283	35,140		35,140
21	D.A.R.E. DONATIONS FUND	19,848	4,128	0	0	0	21,544	2,432		2,432
	Total Revised Fund 21	19,848	4,128	0	0	0	21,544	2,432		2,432
24	GRANT CAPITAL IMPROVEMENT	(0)	10,885,929	4,161,014	0	4,161,014	14,161,495	885,448		885,448
	#2025-12-468 Carol Petrie Grant		20,000			0	20,000	0		0
	Total Revised Fund 24	(0)	10,905,929	4,161,014	0	4,161,014	14,181,495	885,448		885,448
27	MUNICIPAL COURT OPERATIONS	100	8,000	507,925	0	507,925	514,750	1,275		1,275
	Total Revised Fund 27	100	8,000	507,925	0	507,925	514,750	1,275		1,275
28	POLICE CONTINGENCY	70,514	1,257	0	0	0	10,000	61,771		61,771
	Total Revised Fund 28	70,514	1,257	0	0	0	10,000	61,771		61,771
31	CEMETERY-PERPETUAL CARE	895,842	30,654	0	123,283	(123,283)	0	803,213		803,213
	#2025-11-2199 Cemetery Improvements				2,735	(2,735)	0	(2,735)		(2,735)
	Total Revised Fund 31	895,842	30,654	0	126,018	(126,018)	0	800,478		800,478
32	COMMUNITY SERVICES	6,775	746,833	6,152,200	0	6,152,200	6,904,053	1,755		1,755
	#2025-11-2199 Cemetery Improvements			2,735		2,735	2,735	0		0
	#2025-12-557 Revenue Increase		6,000			0	6,000	0		0
	#2025-12-998 Library Donations					0	4,998	(4,998)		(4,998)
	#2025-12-2531 Year End Revision			5,000		5,000		5,000		5,000
	Total Revised Fund 32	6,775	752,833	6,159,935	0	6,159,935	6,917,786	1,757		1,757
33	FIRE PROTECTION	1,746,026	936,883	0	0	0	2,544,949	137,960		137,960
	Total Revised Fund 33	1,746,026	936,883	0	0	0	2,544,949	137,960	0	137,960
35	HIDTA GRANT FUND	(0)	33,350			0	33,350	(0)		(0)
	Total Revised Fund 35	(0)	33,350	0	0	0	33,350	(0)		(0)
36	LAW ENFORCEMENT FUND	39,979	159,500	0	0	0	199,479	0		0

	Total Revised Fund 36	39,979	159,500	0	0	0	199,479	0	0
37	STATE HIGHWAY FUND	131,707	26,516	0	0	0	20,225	137,998	137,998
	Total Revised Fund 37	131,707	26,516	0	0	0	20,225	137,998	137,998
38	TRAFFIC SAFETY FUND	80,357	16,124			0	15,000	81,481	81,481
	#2025-11-1653 Vehicle Purchase					0	72,000	(72,000)	(72,000)
	Total Revised Fund 38	80,357	16,124	0	0	0	87,000	9,481	9,481
39	STATE JUDICIAL	9,336	34,000			0	34,000	9,336	9,336
	Total Revised Fund 39	9,336	34,000	0	0	0	34,000	9,336	9,336
42	1984 GROSS RECEIPTS TAX	3,700,226	2,386,432	0	4,975,740	(4,975,740)	40,794	1,070,124	252,119
	#2025-12-2531 Year End Revision					0	2,600	(2,600)	(2,600)
	Total Revised Fund 42	3,700,226	2,386,432	0	4,975,740	(4,975,740)	43,394	1,067,524	252,119
44	TRANSPORTATION FUND	100,000	1,285,335	5,511,749	420,177	5,091,572	5,959,393	517,514	517,514
	#2025-12-2531 Year End Revision					0	650	(650)	(650)
	Total Revised Fund 44	100,000	1,285,335	5,511,749	420,177	5,091,572	5,960,043	516,864	516,864
48	NEW MEXICO C.D.B.G.	(0)	32,825	113,305	0	113,305	113,351	32,779	32,779
	Total Revised Fund 48	(0)	32,825	113,305	0	113,305	113,351	32,779	32,779
49	1986 GROSS RECEIPTS TAX	5,954,277	2,413,006	0	4,263,458	(4,263,458)	1,115,096	2,988,729	268,391
	#2025-12-2531 Year End Revision				492,531	(492,531)	2,600	(495,131)	(495,131)
	Total Revised Fund 49	5,954,277	2,413,006	0	4,755,989	(4,755,989)	1,117,696	2,493,598	268,391
50	PROPERTY ACQUISITION	85,010	0			0	0	85,010	85,010
	Total Revised Fund 50	85,010	0	0	0	0	0	85,010	85,010
53	GENERAL OBLIGATION	1,040,442	1,225,613			0	1,220,245	1,045,810	557,029
	Total Revised Fund 53	1,040,442	1,225,613	0	0	0	1,220,245	1,045,810	557,029
54	REVERSE OSMOSIS PROJECT RSV	20,950	0	9,430	0	9,430	9,430	20,950	20,950
	Total Revised Fund 54	20,950	0	9,430	0	9,430	9,430	20,950	20,950
56	99 GRT FLOOD CONTROL BOND PROJ	0	0	264,793	0	264,793	264,793	0	0
	Total Revised Fund 56	0	0	264,793	0	264,793	264,793	0	0
59	REVENUE BOND P & I FUND	17,899	0	2,356,842		2,356,842	2,356,842	17,899	17,899
	Total Revised Fund 59	17,899	0	2,356,842	0	2,356,842	2,356,842	17,899	17,899
61	MUNICIPAL INFRASTRUCTURE .0625%	2,420,364	615,132	0	739,829	(739,829)	10,199	2,285,468	2,285,468
	#2025-12-2531 Year End Revision					0	650	(650)	(650)
	Total Revised Fund 61	2,420,364	615,132	0	739,829	(739,829)	10,849	2,284,818	2,284,818
63	COMMUNITY DEVELOPMENT	2,500	0	621,484	32,400	589,084	588,589	2,995	2,995
	Total Revised Fund 63	2,500	0	621,484	32,400	589,084	588,589	2,995	2,995
69	1994 GROSS RECEIPTS	5,257,345	2,393,173	0	2,830,517	(2,830,517)	40,794	4,779,207	553,051
	#2025-12-2531 Year End Revision					0	2,600	(2,600)	(2,600)
	Total Revised Fund 69	5,257,345	2,393,173	0	2,830,517	(2,830,517)	43,394	4,776,607	553,051
71	ALAMO SENIOR CENTER	7,430	824,521	978,855	0	978,855	1,808,942	1,864	1,864
	Total Revised Fund 71	7,430	824,521	978,855	0	978,855	1,808,942	1,864	1,864
74	ALAMO SENIOR CENTER GIFT	141,577	9,084	0	9,171	(9,171)	45,159	96,331	96,331
	Total Revised Fund 74	141,577	9,084	0	9,171	(9,171)	45,159	96,331	96,331
75	RETIRED & SENIOR VOL. PROGRAM	0	144,307	34,000	0	34,000	178,226	81	81
	Total Revised Fund 75	0	144,307	34,000	0	34,000	178,226	81	81
81	WATER/SEWER OPERATING	15,780,798	15,861,967	2,464,315	3,845,175	(1,380,860)	23,626,445	6,635,460	1,463,850
	#2025-11-1875 WRP Generator					0	23,000	(23,000)	(23,000)
	#2025-12-2516 Lower Ocotillo					0	125,000	(125,000)	(125,000)
	Total Revised Fund 81	15,780,798	15,861,967	2,464,315	3,845,175	(1,380,860)	23,774,445	6,487,460	1,463,850
82	98 JT WATER/SEWER BOND P&I	44,934	930	1,867,717		1,867,717	1,867,717	45,864	45,864
	#2025-12-2531 Year End Revision			492,531		492,531	436,160	56,371	56,371
	Total Revised Fund 82	44,934	930	2,360,248	0	2,360,248	2,303,877	102,235	102,235
86	SOLID WASTE COLLECTION SYS.	1,299,061	2,577,444	240,000	64,278	175,722	3,064,865	987,362	178,583
	Total Revised Fund 86	1,299,061	2,577,444	240,000	64,278	175,722	3,064,865	987,362	178,583
88	BONITO CAMPGROUND	403,939	8,003	7,544	0	7,544	177,650	241,836	241,836
	Total Revised Fund 88	403,939	8,003	7,544	0	7,544	177,650	241,836	241,836
89	ESGRT .0625%	2,269,616	614,478	0	640,000	(640,000)	732,425	1,511,669	1,511,669
	#2025-12-2531 Year End Revision					0	650	(650)	(650)
	Total Revised Fund 89	2,269,616	614,478	0	640,000	(640,000)	733,075	1,511,019	1,511,019
90	GOLF COURSE	2,000	1,729,350	510,080	0	510,080	2,239,952	1,478	1,478
	Total Revised Fund 90	2,000	1,729,350	510,080	0	510,080	2,239,952	1,478	1,478
91	AIRPORT	44,790	2,138,530	303,847	0	303,847	2,486,717	450	450
	Total Revised Fund 91	44,790	2,138,530	303,847	0	303,847	2,486,717	450	450

94	OTERO GREENTREE REG LANDFILL	3,563,355	3,846,980	0	0	0	3,006,550	4,403,785		4,403,785
	Total Revised Fund 94	3,563,355	3,846,980	0	0	0	3,006,550	4,403,785	0	4,403,785
96	SELF-INSURED FUND	250,280	60,512	0	0	0	105,031	205,761		205,761
	Total Revised Fund 96	250,280	60,512	0	0	0	105,031	205,761	0	205,761
98	PAYROLL CLEARING	237,137	0			0		237,137		237,137
	Total Revised Fund 98	237,137	0	0	0	0	0	237,137	0	237,137
104	UTILITY DEPOSITS	631,460	0			0		631,460		631,460
	Total Revised Fund 104	631,460	0	0	0	0	0	631,460	0	631,460
105	ECONOMIC DEVELOPMENT	7,118,206	1,307,163	0	4,000,880	(4,000,880)	187,366	4,237,123		4,237,123
	#2025-12-2531 Year End Revision					0	7,004	(7,004)		(7,004)
	Total Revised Fund 105	7,118,206	1,307,163	0	4,000,880	(4,000,880)	194,370	4,230,119		4,230,119
107	SELF INSURED/LIABILITY	957,054	15,527			0	535,000	437,581		437,581
	Total Revised Fund 107	957,054	15,527	0	0	0	535,000	437,581	0	437,581
109	2004 GRT CAPITAL OUTLAY	17,796,726	4,972,032	0	2,718,430	(2,718,430)	9,349,187	10,701,141	534,452	10,166,689
	#2025-12-2531 Year End Revision					0	5,200	(5,200)		(5,200)
	Total Revised Fund 109	17,796,726	4,972,032	0	2,718,430	(2,718,430)	9,354,387	10,695,941	534,452	10,161,489
114	SIDEWALKS REVOLVING LOANS	948	0			0	0	948		948
	Total Revised Fund 114	948	0	0	0	0	0	948	0	948
115	CORP ESCROW ACCOUNT RESERVE	1,000	0			0		1,000		1,000
	Total Revised Fund 114	1,000	0	0	0	0	0	1,000	0	1,000
119	2012 GRT REF/IMP REVBD	123,446	3,691	0	0	0	113,306	13,831		13,831
	Total Revised Fund 119	123,446	3,691	0	0	0	113,306	13,831		13,831
121	2015 GO BONDS-FUN CENTER	94,336	2,091			0	0	96,427		96,427
	Total Revised Fund 121	94,336	2,091	0	0	0	0	96,427		96,427
122	2015 GO BONDS-STREETS	182,786	4,053			0	0	186,839		186,839
	Total Revised Fund 122	182,786	4,053	0	0	0	0	186,839		186,839
124	AMERICAN RESCUE PLAN ACT	5,535,524	159,951	0	0	0	5,262,079	433,396		433,396
	Total Revised Fund 124	5,535,524	159,951	0	0	0	5,262,079	433,396		433,396
125	CANNABIS GRT	43,175	269,040	0	0	0	269,040	43,175		43,175
	#2025-12-2531 Year End Revision					0	1,600	(1,600)		(1,600)
	Total Revised Fund 125	43,175	269,040	0	0	0	270,640	41,575		41,575
127	QUALITY OF LIFE CAPITAL	0	0	4,000,000	0	4,000,000	4,000,000	0		0
	Total Revised Fund 127	0	0	4,000,000	0	4,000,000	4,000,000	0		0
901	HOUSING LOW RENT OPERATING	0	0			0	0	0		0
	Total Revised Fund 901	0	0	0	0	0	0	0	0	0
903	HOUSING HOMEOWNERSHIP OPER	0	0			0	0	0		0
	Total Revised Fund 903	0	0	0	0	0	0	0	0	0
904	HOUSING CAPITAL FUND PROJECTS	0	0			0	0	0		0
	Total Revised Fund 904	0	0	0	0	0	0	0		0
TOTALS FY2025		94,846,611	86,669,623	39,101,573	39,101,573	0	129,058,576	52,457,658	6,446,214	46,011,444

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	11	467												
BUA	011.400.4004.0000.54520.									SERVICES-CONTRACT	5		60,000.00	
					05/07/2025	Cntrct Ser 250507				T				
					[2025-05-07 11:44:21	teresa.guiterrez]:								
						Increasing Contract Services line to enter into a Professional Services Agreement for dispatch consultation services.								
													.00	.00
BUA	011.000.0000.0000.30301.									APPROPRIATIONS				60,000.00
					05/07/2025	Cntrct Ser 250507								
BUA	011.000.0000.0000.30302.									BUDGET FUND BAL - UNRESERVED			60,000.00	
					05/07/2025	Cntrct Ser 250507								
										SYSTEM GENERATED ENTRIES TOTAL			60,000.00	60,000.00
										JOURNAL 2025/11/467 TOTAL			60,000.00	60,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	11	1653												
BUA	038.400.4104.0000.57011.									CAPITAL-EQUIPMENT			72,000.00	
	05/21/2025 APD Unit					52125				T CAPITAL-EQUIPMENT				
	[2025-05-21 11:15:18					teresa.guiterrez]:								
	PURCHASE OF A NEW APD TRAFFIC UNIT FROM TRAFFIC SAFETY FUND												.00	.00
BUA	038.000.0000.0000.30301.									APPROPRIATIONS				72,000.00
	05/21/2025 APD Unit					52125								
BUA	038.000.0000.0000.30302.									BUDGET FUND BAL - UNRESERVED			72,000.00	
	05/21/2025 APD Unit					52125								
	SYSTEM GENERATED ENTRIES TOTAL												72,000.00	72,000.00
	JOURNAL 2025/11/1653 TOTAL												72,000.00	72,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC	T	OB	DEBIT	CREDIT
2025	11	1875													
BUA	081.600.5603.0000.53514.									MAINTENANCE-GENERATOR	Generator Maintenance	5		23,000.00	
05/23/2025 Generator WWGen Replacing the failed transfer switch at the wastewater Reclamation Plant is critical infrastructure and requires immediate action. This component is essential to maintaining continuous plant operations. In the event of a power failure, the inability to transfer to backup power could rapidly lead to overflows at the headworks, resulting in a discharge and regulatory violations.															
[2025-05-23 11:02:00 kimberly.wofford]:															
														.00	.00
BUA	081.000.0000.0000.30301.									APPROPRIATIONS					23,000.00
05/23/2025 Generator WWGen															
BUA	081.000.0000.0000.30302.									BUDGET FUND BAL - UNRESERVED				23,000.00	
05/23/2025 Generator WWGen															
SYSTEM GENERATED ENTRIES TOTAL														23,000.00	23,000.00
JOURNAL 2025/11/1875 TOTAL														23,000.00	23,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT LINE DESC	T	OB	DEBIT	CREDIT
2025	11	2199												
BUA	032.300.6006.0000.57004.				05/29/2025	CEM002	ERIK			CAPITAL-SITE IMPROVEMENT Add'l Columbarium Expense	5		2,735.00	
[2025-05-29 11:04:07 evelyn.huff]:														
Additional funds needed to cover the tax portion of installing the new columbarium at the cemetery														
BUA	032.000.0000.0000.49031.				05/29/2025	CEM002	ERIK			TRAN FR (31) CEMETERY PC Add'l Columbarium Expense	5			2,735.00
BUA	031.000.0000.0000.59032.				05/29/2025	CEM002	ERIK			TRAN TO (32) COMMUNITY SV Add'l Columbarium Expense	5		2,735.00	
													.00	.00
BUA	031.000.0000.0000.30301.				05/29/2025	CEM002	ERIK			APPROPRIATIONS				2,735.00
BUA	032.000.0000.0000.30301.				05/29/2025	CEM002	ERIK			APPROPRIATIONS				2,735.00
BUA	032.000.0000.0000.30303.				05/29/2025	CEM002	ERIK			ESTIMATED REVENUE			2,735.00	
BUA	031.000.0000.0000.30302.				05/29/2025	CEM002	ERIK			BUDGET FUND BAL - UNRESERVED			2,735.00	
SYSTEM GENERATED ENTRIES TOTAL													5,470.00	5,470.00
JOURNAL 2025/11/2199 TOTAL													5,470.00	5,470.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	12	28												
BUA	012.200.3303.0000.40619.				06/02/2025	Capital eq 2519FM Capital eq				MISC REVENUE-SERVICES RENDERED 5 Move funds from revenue to cap	T		1,800.00	
						Moving revenue funds to capital equipment to purchase sewer camera.								
						[2025-06-04 09:17:02 stephanie.reyes]:								
BUA	012.200.3303.0000.57011.				06/02/2025	Capital eq 2519FM Capital eq				CAPITAL-EQUIPMENT 5 Move funds from revenue to cap	T		1,800.00	
													.00	.00
BUA	012.000.0000.0000.30301.				06/02/2025	Capital eq 2519FM Capital eq				APPROPRIATIONS				1,800.00
BUA	012.000.0000.0000.30303.				06/02/2025	Capital eq 2519FM Capital eq				ESTIMATED REVENUE				1,800.00
BUA	012.000.0000.0000.30302.				06/02/2025	Capital eq 2519FM Capital eq				BUDGET FUND BAL - UNRESERVED			3,600.00	
										SYSTEM GENERATED ENTRIES TOTAL			3,600.00	3,600.00
										JOURNAL 2025/12/28 TOTAL			3,600.00	3,600.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	12	468												
BUA	024.000.0000.0000.40703.				06/05/2025	CPF Grant	060525			GRANTS-OTHER	T	5		20,000.00
					[2025-06-05 09:39:58		teresa.guiterrez]:			GRANTS-OTHER				
GRANT FUNDS RECEIVED FROM CARROLL PETRIE FOUNDATION; GRANT AGREEMENT WAS APPROVED BY CC ON 5/27/25; FUNDS TO BE USED FOR AT LEAST 3 ANIMAL ADOPTION EVENTS, BEHAVIORAL TRAINING FOR OWNED ANIMALS, AND EQUIPMENT FOR THE FERAL CAT PROGRAM.														
BUA	024.400.3804.0000.54520.				06/05/2025	CPF Grant	060525			SERVICES-CONTRACT	T	5	16,500.00	
										GRANTS-OTHER				
BUA	024.400.3804.0000.56007.				06/05/2025	CPF Grant	060525			OTHER-EQUIPMENT	T	5	3,500.00	
										GRANTS-OTHER				
													.00	.00
BUA	024.000.0000.0000.30301.				06/05/2025	CPF Grant	060525			APPROPRIATIONS				20,000.00
BUA	024.000.0000.0000.30303.				06/05/2025	CPF Grant	060525			ESTIMATED REVENUE			20,000.00	
SYSTEM GENERATED ENTRIES TOTAL													20,000.00	20,000.00
JOURNAL 2025/12/468 TOTAL													20,000.00	20,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	12	557												
BUA	032.300.6106.0000.55506.				06/05/2025	CC Fee				FEES-CREDIT CARD FEES CC Fee Increase	T		6,000.00	
Credit card fees over budgeted amount. Pool Programs has surpassed expected revenue. Increase will cover remainder of FY25.														
BUA	032.300.6106.0000.40433.				06/05/2025	CC Fee				USER FEES-SWIMMING POOL Pool Programs Increase	T			6,000.00
													.00	.00
BUA	032.000.0000.0000.30301.				06/05/2025	CC Fee				APPROPRIATIONS				6,000.00
BUA	032.000.0000.0000.30303.				06/05/2025	CC Fee				ESTIMATED REVENUE			6,000.00	
SYSTEM GENERATED ENTRIES TOTAL													6,000.00	6,000.00
JOURNAL 2025/12/557 TOTAL													6,000.00	6,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	12	998												
BUA	032.300.7101.0000.53035.									SUPPLIES-DESIGNATED MATERIALS FY25 DONATIONS	5		4,998.00	
	06/10/2025	LIDONATION	LIDONA	LIDONATION										
	[2025-06-10 16:08:23	kim.underwood]												
Increase Library Designated Materials Supplies account budget by what was received in FY25 and recognize in Project #LI1701.														
													.00	.00
BUA	032.000.0000.0000.30301.									APPROPRIATIONS				4,998.00
	06/10/2025	LIDONATION	LIDONA	LIDONATION										
BUA	032.000.0000.0000.30302.									BUDGET FUND BAL - UNRESERVED			4,998.00	
	06/10/2025	LIDONATION	LIDONA	LIDONATION										
										SYSTEM GENERATED ENTRIES TOTAL			4,998.00	4,998.00
										JOURNAL 2025/12/998 TOTAL			4,998.00	4,998.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	12	2516												
BUA	081.600.9303.0000.57004.				06/30/2025	LowerOcoti LOGen				CAPITAL-SITE IMPROVEMENT LA GEN SET	T	5		7,696.00
Funds needed for the purchase and installation of an emergency backup generator for our community's water system. This essential infrastructure upgrade is critical to ensuring uninterrupted water service during power outages caused by severe weather events, equipment failures, or other emergencies														
BUA	081.600.5703.0000.57011.				06/30/2025	LowerOcoti LOGen				CAPITAL-EQUIPMENT LA GEN SET	T	5	132,696.00	
													.00	.00
BUA	081.000.0000.0000.30301.				06/30/2025	LowerOcoti LOGen				APPROPRIATIONS				125,000.00
BUA	081.000.0000.0000.30302.				06/30/2025	LowerOcoti LOGen				BUDGET FUND BAL - UNRESERVED			125,000.00	
SYSTEM GENERATED ENTRIES TOTAL													125,000.00	125,000.00
JOURNAL 2025/12/2516 TOTAL													125,000.00	125,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
2025	12	2531															
BUA	012.000.0000.0000.55002.												INSURANCE-FLEET		5	45,000.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	011.000.2400.0000.55504.												FEES-GRT ADMIN		5	28,590.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	011.000.2400.0000.55507.												FEES-BANK FEES		5	650.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	011.000.2400.0000.55518.												FEES-PROPERTY TAX ADMIN FEE		5	1,550.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	011.000.2400.0000.57013.												CAPITAL-COMPUTER HARDWARE		5	3,000.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	012.200.1602.0000.56022.												OTHER-INVENTORY O/S		5	7,500.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	011.400.4104.0000.40612.												MISC REVENUE-REIMBURSEMENTS		5		115,444.00
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	011.400.4104.0000.57012.												CAPITAL-LAW ENFORCEMENT EQUIP		5	500,000.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	049.000.0000.0000.55504.												FEES-GRT ADMIN		5	2,600.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	049.000.0000.0000.59082.												TRAN TO (82) JT W/S P&I		5	492,531.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	042.000.0000.0000.55504.												FEES-GRT ADMIN		5	2,600.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	044.500.2400.0000.55504.												FEES-GRT ADMIN		5	650.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	069.000.0000.0000.55504.												FEES-GRT ADMIN		5	2,600.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	061.000.0000.0000.55504.												FEES-GRT ADMIN		5	650.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	089.000.0000.0000.55504.												FEES-GRT ADMIN		5	650.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	082.000.0000.0000.49049.												TRAN FR (49) '86 GRT		5		492,531.00
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	082.000.0000.0000.56502.												DEBT-PRINCIPAL		5	96,000.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	082.000.0000.0000.56503.												DEBT-INTEREST		5	340,000.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	082.000.0000.0000.56504.												DEBT-FEES		5	160.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	105.000.0000.0000.55504.												FEES-GRT ADMIN		5	1,300.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	109.000.0000.0000.55504.												FEES-GRT ADMIN		5	2,600.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	109.500.9003.0000.55504.												FEES-GRT ADMIN		5	2,600.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	105.800.0407.0000.52015.												BENEFITS-FICA		5	391.00	
	06/30/2025	YE Rev					EAH						Year End Revision				
BUA	105.800.0407.0000.52020.												PTO CONVERSION		5	5,293.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
BUA 105.800.0407.0000.52030.	06/30/2025	YE Rev	EAH			Year End Revision BENEFITS-WORKER'S COMP	5	20.00	
BUC 125.100.2400.0000.55504.	06/30/2025	YE Rev	EAH			Year End Revision FEES-GRT ADMIN	5	1,600.00	
BUA 012.000.0000.0000.49011.	06/30/2025	YE Rev	EAH			Year End Revision TRAN FR (11) GENERAL OP	5		52,500.00
BUA 011.000.0000.0000.59012.	06/30/2025	YE Rev	EAH			Year End Revision TRAN TO (12) INTERNAL SVC	5	52,500.00	
BUA 032.000.0000.0000.49011.	06/30/2025	YE Rev	EAH			Year End Revision TRAN FR (11) GENERAL OP	5		5,000.00
BUA 011.000.0000.0000.59032.	06/30/2025	YE Rev	EAH			Year End Revision TRAN TO (32) COMMUNITY SV	5	5,000.00	
	06/30/2025	YE Rev	EAH			Year End Revision		.00	.00
BUA 011.000.0000.0000.30301.	06/30/2025	YE Rev	EAH			APPROPRIATIONS			591,290.00
BUA 012.000.0000.0000.30301.	06/30/2025	YE Rev	EAH			APPROPRIATIONS			52,500.00
BUA 042.000.0000.0000.30301.	06/30/2025	YE Rev	EAH			APPROPRIATIONS			2,600.00
BUA 044.000.0000.0000.30301.	06/30/2025	YE Rev	EAH			APPROPRIATIONS			650.00
BUA 049.000.0000.0000.30301.	06/30/2025	YE Rev	EAH			APPROPRIATIONS			495,131.00
BUA 061.000.0000.0000.30301.	06/30/2025	YE Rev	EAH			APPROPRIATIONS			650.00
BUA 069.000.0000.0000.30301.	06/30/2025	YE Rev	EAH			APPROPRIATIONS			2,600.00
BUA 082.000.0000.0000.30301.	06/30/2025	YE Rev	EAH			APPROPRIATIONS			436,160.00
BUA 089.000.0000.0000.30301.	06/30/2025	YE Rev	EAH			APPROPRIATIONS			650.00
BUA 105.000.0000.0000.30301.	06/30/2025	YE Rev	EAH			APPROPRIATIONS			7,004.00
BUA 109.000.0000.0000.30301.	06/30/2025	YE Rev	EAH			APPROPRIATIONS			5,200.00
BUA 011.000.0000.0000.30303.	06/30/2025	YE Rev	EAH			ESTIMATED REVENUE		115,444.00	
BUA 012.000.0000.0000.30303.	06/30/2025	YE Rev	EAH			ESTIMATED REVENUE		52,500.00	
BUA 032.000.0000.0000.30303.	06/30/2025	YE Rev	EAH			ESTIMATED REVENUE		5,000.00	
BUA 082.000.0000.0000.30303.	06/30/2025	YE Rev	EAH			ESTIMATED REVENUE		492,531.00	
BUA 011.000.0000.0000.30302.	06/30/2025	YE Rev	EAH			BUDGET FUND BAL - UNRESERVED		475,846.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE							LINE DESC			
BUA 042.000.0000.0000.30302.		06/30/2025	YE Rev	EAH			BUDGET FUND BAL - UNRESERVED		2,600.00	
BUA 044.000.0000.0000.30302.		06/30/2025	YE Rev	EAH			BUDGET FUND BAL - UNRESERVED		650.00	
BUA 049.000.0000.0000.30302.		06/30/2025	YE Rev	EAH			BUDGET FUND BAL - UNRESERVED		495,131.00	
BUA 061.000.0000.0000.30302.		06/30/2025	YE Rev	EAH			BUDGET FUND BAL - UNRESERVED		650.00	
BUA 069.000.0000.0000.30302.		06/30/2025	YE Rev	EAH			BUDGET FUND BAL - UNRESERVED		2,600.00	
BUA 082.000.0000.0000.30302.		06/30/2025	YE Rev	EAH			BUDGET FUND BAL - UNRESERVED			56,371.00
BUA 089.000.0000.0000.30302.		06/30/2025	YE Rev	EAH			BUDGET FUND BAL - UNRESERVED		650.00	
BUA 105.000.0000.0000.30302.		06/30/2025	YE Rev	EAH			BUDGET FUND BAL - UNRESERVED		7,004.00	
BUA 109.000.0000.0000.30302.		06/30/2025	YE Rev	EAH			BUDGET FUND BAL - UNRESERVED		5,200.00	
BUA 032.000.0000.0000.30302.		06/30/2025	YE Rev	EAH			BUDGET FUND BAL - UNRESERVED			5,000.00
BUC 125.000.0000.0000.30301.		06/30/2025	YE Rev	EAH			APPROPRIATIONS			1,600.00
BUC 125.000.0000.0000.30302.		06/30/2025	YE Rev	EAH			BUDGET FUND BAL - UNRESERVED		1,600.00	
SYSTEM GENERATED ENTRIES TOTAL									1,657,406.00	1,657,406.00
JOURNAL 2025/12/2531 TOTAL									1,657,406.00	1,657,406.00

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/8/2025

Report Date:

Report No: 9.

Submitted By: Stephanie Hernandez

Subject: Consider, and act upon, an appeal by Lindmark for two billboard signs located at 821 US Hwy 70 W and 200 US Hwy 54. *(Erik Fortenberry, Acting City Planner, James Spence, Regional President; Angie Duncan, Regional Vice President)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Provide staff with direction.

Background: Lindmark submitted application packets on September 25, 2024, to construct two "double-decker" billboards on the referenced address above. The packets were subsequently denied by Acting City Manager, Dr. Stephanie Hernandez, on Oct 4, 2024.

CITY OF ALAMOGORDO
Ordinance Plan Review
Commercial

For Office Use Only

ORN #: _____

Address: 2200 US HWY 54

Date: _____

All of the following are required for Ordinance Plan Review:

- I. Two (2) complete sets of plans or Scope of Work
(When applicable)**
- II. This checklist**
- III. Completed State Permit Application**

All items below must appear on plans or scope of work

Is this application for: ☐ Foundation Repair/ Foundation Only ☐ Re-Roof ☐ Interior Remodel ☐ Carport
☐ Solar ☐ Windows ☐ Porch ☒ Sign

- ☒ 1. Name, address, phone number and license number of the builder appear on all sheets.
- ☒ 2. Street address of property appears on all sheets.

9/25/2024

Date

2200 US Highway 54

Property Street Address

Cynthia Astorga

Signature of Applicant, or Agent for Applicant

Digitally signed by Cynthia Astorga
Date: 2024.09.25 14:42:27 -06'00'

Date Received _____

CITY OF ALAMOGORDO
ORDINANCE REVIEW APPLICATION
 1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310
 575/439-4220 FAX: 575/439-4343
PNZ@CI.ALAMOGORDO.NM.US

PF: 011-3705-312.11-06

Receipt # _____

FEE: \$ 75.00

\$75.00 FEE

- ☐ ACCESSORY BUILDINGS/CARPORT
☐ CELL/COMMERCIAL TOWERS
☐ SIGNS/BILLBOARDS
☐ NEW RESIDENTIAL/ADDITION

\$50.00 FEE

- ☐ DEMOLITION
☐ FOUNDATION REPAIR

\$30.00 FEE

- ☐ REROOF
☐ WINDOWS
☐ INTERIOR(R)
☐ SOLAR (R)

\$150.00-\$600.00

- ☐ NEW COMMERCIAL

10x THE FEE

- ☐ VIOLATION FEE

\$100.00

- ☐ INTERIOR (C)
☐ SOLAR PANELS (GROUND)
☐ SWIMMING POOLS

Please, use this form to apply for ordinance review, with a building permit application for construction. Use this form as a supplement to a building permit application. For analysis of any construction project, please submit a site plan and building plans.

Address of Subject Property:	2200 US Highway 54
Legal Description	SUBD: FAMBROUGH SUB #2 LOT: 5
The property currently is used for the following uses:	Retail Sales

Applicant Information

Name:	Cynthia Astorga
Address:	2104 South Sunset Ave., Roswell NM 88203
Business Name:	Lindmark Outdoor Media
Phone:	575-624-1615 X108
E-Mail:	Cynthia@lindmarkcompanies.com
May we use e-mail to contact you regarding this request? ☒ Yes ☐ No	

Are you the property owner? ☐ Yes ☒ No	Property Owner Name <u>Stay Cool Self Storage LLC</u> Address: <u>PO Box 999 Corrales, NM 87048</u> Phone: <u>505-250-8135</u> E-Mail: <u>tkruger@rgri.net</u> What is your relationship to the property owner? _____ We have a Land Lease with the Landowner for a Billboard
---	---

Property Use Information

The proposed use of the property: 1) continues the current use <u>xx</u> yes _____ no; and/ or 2) will be the following: Install Billboard Structure
--

Numeric Characteristics	EXISTING	PROPOSED
Lot Area:		
Lot Width/ Frontage:		
Business Building Floor Area		
# Open Parking Spaces:		
# Enclosed Parking Spaces:		
# Dwelling Units:		
Building Height		

10/4/24. Denied per Acting City manager. Email attached SKaeQ.



State of New Mexico – Construction Industries Division
Multi Purpose State Building Application

Santa Fe 2550 Cerrillos Rd, Santa Fe NM 87505 505-476-4700
Albuquerque 5500 San Antonio NE, Albuquerque NM 87109 505-222-9800
Las Cruces 505 S. Main St. Ste. 103, Las Cruces NM 88004 575-524-6320
Web: <https://www.rld.nm.gov> email: CID.PERMITHELP@rld.nm.gov

The following information MUST be provided. Any missing information may delay processing.

Date Issued: _____ Processed by: _____ Tracking/Permit Number: _____
Received by: Mail/Walk-in _____ Check #: _____ Total Fees: \$ _____ Bal Due: \$ _____

Application Type: (check box)

☒ Commercial ☐ Residential ☐ Public School

Scope of Work:

☒ General Building ☐ Foundation ☐ Roofing ☐ Demolition

Is this project funded by the state or a municipality or a political subdivision of the state?

NO _____

Is this project for a public school or a charter school under the authority of Public School Finance Authority (PSFA)?

NO _____

Is this project federally funded or within tribal lands?

NO _____

Permit contact information:

Property Owner: Todd Kruger
First Name Last Name

Address: PO Box 999 Corrales NM 87048
Street Address City State Zip Code

Email Address: tkruger@rgri.net Phone: () 505-250-8135

Contractor: THOMAS PALMER
First Name Last Name

Address: 2700 TECHNOLOGY PLACE NORMAN OK 73071
Street Address City State Zip Code

Email Address: TOM@LINDMARKCOMPANIES.COM Phone: () 575-624-1615 x112

Design Professional: JOHN SKWIOT
First Name Last Name

Address: TUCSON AZ
Street Address City State Zip Code

Email Address: CONTACT@FJSENGINEERING.COM Phone: () 520-490-3311

Type of Construction

Occupancy Group (Residential)

Occupancy Group (Commercial)

Division

I	II	III	IV	V	A	B
R-3	S-2	U				
A	B	E	F	H	I	M
1	2	3	4	5		

Valuation/Sign Contract: \$74,725.00

Description of work to be performed: INSTALL BILLBOARD STRUCTURE

Energy Compliance

Climate Zone

Types of Construction

Total Square Footage

Fire Sprinklers Apply

LP Gas Appliance Apply

Prescriptive	Trade-off	Performance	Energy Code Not Applicable
1	2	3	4
5	6	7	NA
Wood	Metal Frame	Masonry	Adobe
Rammed Earth	Metal Structure	Other	

100

YES NO

YES NO

Plan Review required from following Bureaus:

General Building

Modular

Electrical

Mechanical/Plumbing

LP Gas

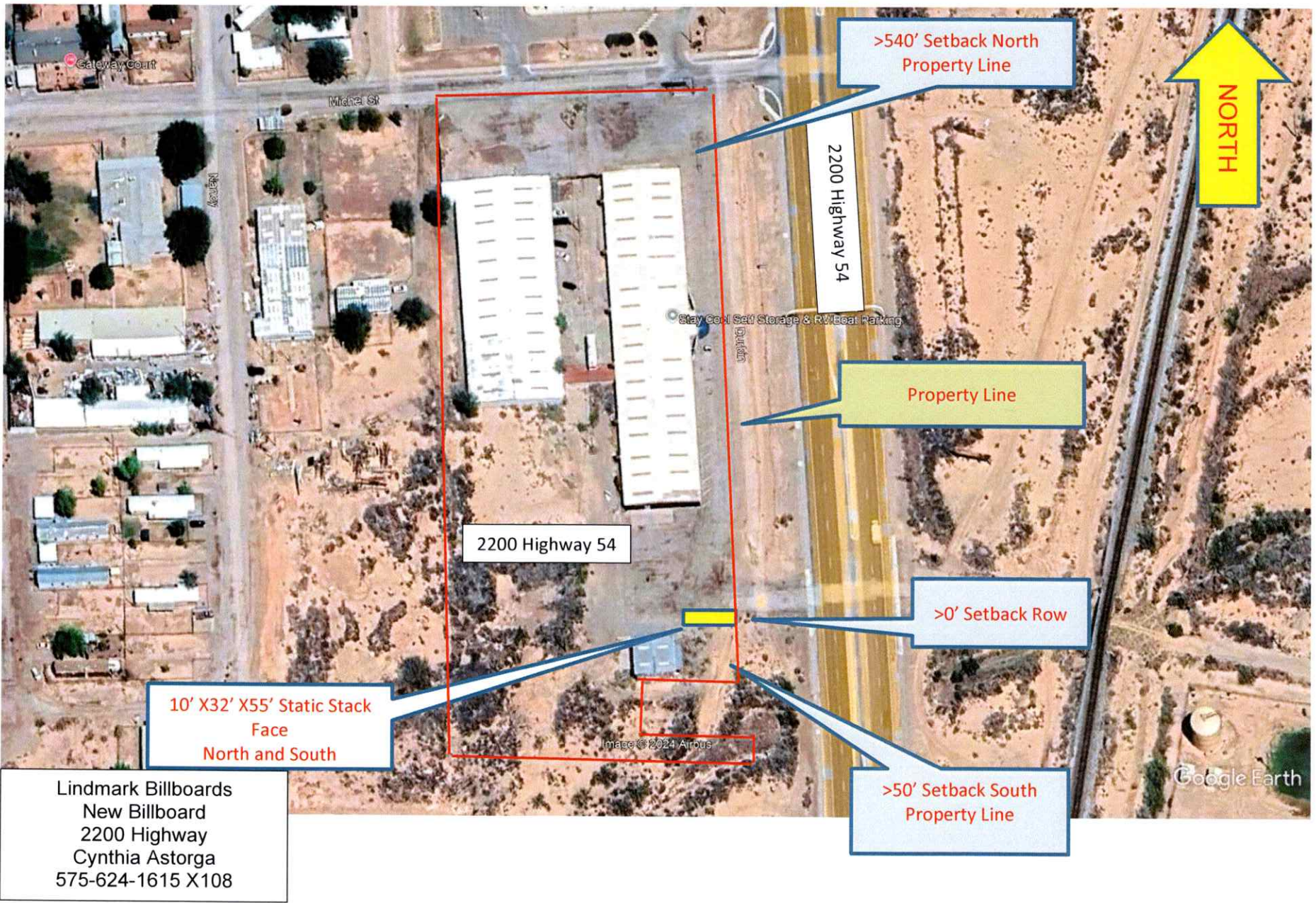
I hereby state, acknowledge and affirm, under penalty of perjury that, I am an employee of the contractor requesting this permit, the contractor is an active licensed contractor in New Mexico having the appropriate classification for the scope of work to be completed as noted on the permit. I am authorized to request this permit, all information provided in this application is true and correct and accurate, and if issued the permit, the contractor shall fully comply with all requirements of the Construction Industries Licensing Act, its rules, codes and standards in fulfilling all work to be completed pursuant to this permit.

Cynthia
Astorga

Digitally signed by
Cynthia Astorga
Date: 2024.09.25
16:09:59 -06'00'

X

Date: 9/25/2024



Gateway Court

Micha St

>540' Setback North
Property Line

2200 Highway 54

Stay Cool Self Storage & RV Boat Parking

Property Line

2200 Highway 54

>0' Setback Row

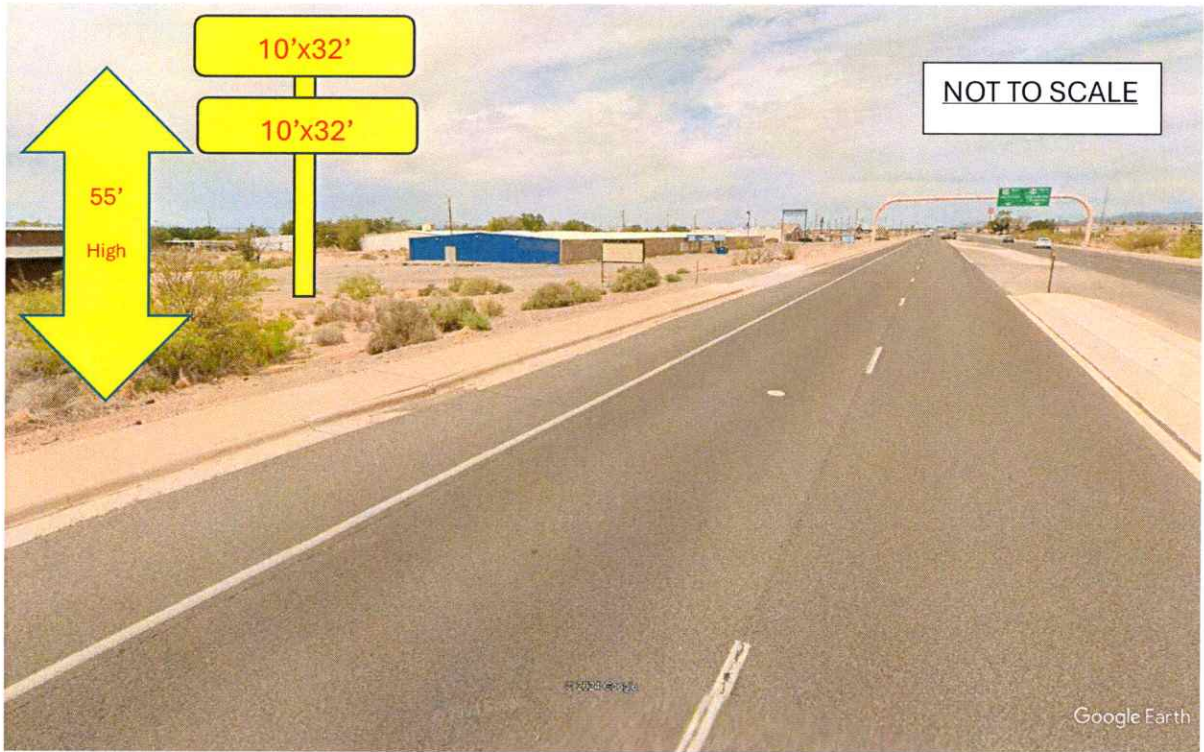
10' X32' X55' Static Stack
Face
North and South

Images 2024 Airbus

>50' Setback South
Property Line

Lindmark Billboards
New Billboard
2200 Highway
Cynthia Astorga
575-624-1615 X108

Google Earth







BILLBOARD LEASE AGREEMENT
[NEW LOCATION]

Permit No. TBD

Lease No. TBD G34

Structure No. TBD G34

This Lease Agreement (the "Agreement") is hereby entered into as of the Effective Date, which term is defined hereinbelow, by and between the undersigned landowner(s) ("Lessor") and (The) Lindmark Companies, which has a principal office address of 2700 Technology Place, Norman, Oklahoma 73071 ("Lessee"). The term "Lessee" shall also include Lessee's employees, agents, successors, and assigns.

1. For and in consideration of the sum of Fifty Dollars (\$50) paid unto Lessor contemporaneously with the execution of this Agreement, as well as the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Lessor does hereby lease and grant exclusively to Lessee, the use of the premises described below (the "Property") for the purpose of constructing, reconstructing, placing, and maintaining an off-premise outdoor advertising sign structure and certain other equipment, such term shall include but not be limited to lighting and communications equipment to be located on or immediately abutting the sign structure, (collectively the "Sign") thereon as follows: street address or other general Property identifier: 2200 US Hwy 54., Alamogordo, NM 88310. A more detailed description of the Property is attached hereto and incorporated herein as Exhibit "A." Lessee may construct, reconstruct, place, and maintain the Sign on the Property, and cut and control vegetation on the Property, which in any way obstructs the visibility of the Sign. Lessee is specifically granted the right of ingress and egress to the Property that is reasonably required to construct, reconstruct, place, and maintain the Sign. Furthermore, Lessor hereby expressly agrees to grant any right-of-way or easement to Lessee or third-party utility company that may be necessary to run utilities to the Sign. Such right-of-way or easement shall be granted without Lessor receiving any additional compensation or additional consideration other than the rental described in paragraph 3. Lessor represents and warrants Lessor is the owner or agent of the Property with full right and authority to make this Agreement, and Lessor covenants that no part of the Property, or any adjoining property owned or controlled by Lessor, will be used for off-premises outdoor advertising purposes by anyone other than Lessee. Lessor will not permit the Sign to be obstructed. Lessor guarantees to Lessee free access to and use of any part of the Property, and any structure located thereon, as may be necessary for Lessee to hang scaffolds, construct, reconstruct, hang, post, paint, illuminate, repair, or remove its advertisement(s) and/or the Sign.

2. The initial term of this Agreement shall be fifteen (15) years, beginning on the first day of the month following complete installation of the Sign (the "Commencement Date"). Complete installation of the Sign shall mean the Sign is ready for advertisements to be displayed thereon. Lessee shall have the option to renew this Agreement at the end of the initial term on the same terms and conditions contained herein for two (2) successive terms and thereafter on the same terms and conditions contained herein on a year-to-year basis not to exceed an additional thirty (30) years. Such renewal(s) shall occur automatically unless written notification is provided as set forth herein by Lessee within sixty (60) days prior to the end of a term.

3. The annual rental shall be equal to \$ and shall be paid to Lessor in advance on the Commencement Date at the address listed below Lessor's signature. In the event lease payment does not arrive timely, Lessor shall give written notice of non-payment to Lessee. Lessee shall be granted thirty (30) days from the date of refusal or acceptance, as noted on the return receipt, during which time to cure the default in lease payment. Lessor does hereby covenant and agree that upon Lessee remitting rental as above and performing all the terms under this Agreement, Lessee shall have the right to peaceful and quiet enjoyment of the Property, free from any interference by Lessor, or anybody claiming rights by or through Lessor. Lessor shall provide Lessee a completed W-9 so that Lessee may issue a 1099 each year in compliance with federal law. In the event Lessor fails to provide Lessee a completed W-9, Lessor understands that Lessee shall be required to institute backup withholding of applicable taxes and remit same to the IRS as required by federal law.

4. If any offer is made by another outdoor advertising company or other entity to enter into a sign lease with Lessor within five (5) years of the expiration of this Agreement, Lessee shall have a right of first refusal (the "Lease Right") to enter into another lease with Lessor on equivalent terms and conditions as the lease being offered by such outdoor advertising company or other entity. If Lessor shall make or receive an offer (the "Offer") to sell, grant, or otherwise alienate any interest in all or any portion of the Property during this Agreement or within one (1) year of the termination thereof, Lessor grants Lessee a right of first refusal (the "Purchase Right") to purchase a perpetual easement on the Property encompassing the same rights Lessee has under this Agreement, including, but not limited to, Sign location, access, utilities, temporary construction, and visibility, and including such additional industry-standard terms and conditions. The purchase price for the perpetual easement shall be a price equal to five (5) times the then-applicable annual rental or the prior year's annual rental in the event the Agreement has terminated. Lessor shall provide Lessee notice of the Offer within five (5) days of Lessor's receipt of same. Lessee shall have thirty (30) days within which to exercise, or not, the Purchase Right by providing notice to Lessor of same. In the event Lessee does not exercise, or waives, in a writing signed by Lessee, the Purchase Right within said thirty (30) days, whether Lessor consummates the sale, grant, or other alienation of interest in all or any portion of the Property or not, the Purchase Right shall automatically renew, and Lessor shall provide Lessee notice of any new Offer thereby beginning a new Purchase Right. The parties acknowledge that Lessee has paid Lessor Fifty Dollars (\$50), which Lessee agrees constitutes good and sufficient consideration for the rights granted to Lessee in this paragraph; the parties agree that this paragraph shall constitute a separate agreement, separate and severable from this Agreement. It is the parties' intent that this paragraph shall be subject to paragraph 7, in that it shall inure to and be binding upon the heirs, personal representatives, successors, and assigns of the parties.

5. Lessee may hang, post, paint, illuminate, and/or maintain advertisements on the Sign. The Sign and all governmental licenses, grants, consents, and permits (the "Permits") shall always remain the property of Lessee and may be removed by Lessee at any time prior to or within a reasonable time after the expiration of any term or any extension of this Agreement. In the event Lessee removes the Sign, Lessee's obligation with regard to the Property shall be limited to removing the Sign to a depth not to exceed one foot below grade, capping any open pole(s), and grading the soil flush with the property immediately surrounding the former site of the Sign.

6. Lessee shall save Lessor harmless from all damage to persons or property resulting from the negligent acts of agents, employees, or others employed in the construction, maintenance, repair, or removal of the Sign on the Property.

7. In the event of any transfer of Lessor's interest in the Property, Lessor agrees to promptly give Lessee notice of such transfer and to deliver to Lessor's transferee written notice of the existence of this Agreement and a copy thereof. Lessee reserves the right to transfer, sell, or assign this Agreement,

EXHIBIT "A"

Legal Description:

SUBD: FAMBROUGH SUB #2 LOT: 5

County: OTERO, NM

APN: R021911

APN: 01N4054097346419

Approximate GPS: 32.863021, -105.968676

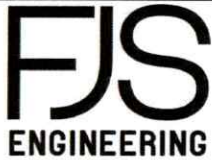
STATE OF Oklahoma
COUNTY OF Cleveland

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this the 12 day of July, 2024, within my jurisdiction, the within named Trent Lindmark, who acknowledged that he is CEO of (The) Lindmark Companies, and that for and on behalf of said limited liability company and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized to do so.

C. Whitehouse
(NOTARY PUBLIC)

My commission expires:
7/27/28 (SEAL)

**COURTNEY WHITEHOUSE
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES JUL 27, 2028
COMMISSION # 20009102**

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	COVER SHEET
	PROJ. NO.: LIND-23-001 DATE: Jun-23		PAGE NO.: 1

SIGN INFORMATION		DESIGN CRITERIA	
OWNER/APPLICANT:	LINDMARK BILLBOARDS	CODE:	2021 IBC
FACE SIZE (FT):	21 x 32	DESIGN LOADS:	
SIGN TYPE:	10x32 STACKED CM	DEAD:	
OVERALL HEIGHT (FT):	50	VINYL FACE:	1.0 PSF
H.A.G.L. (FT):	26	LED PANEL:	N/A LBS
APRON HEIGHT (FT):	3	OTHER MEMBERS AS NOTED IN CALCULATIONS	
SIGN TYPE:		LIVE:	
☒ CENTER MOUNT		ON WALKWAYS:	40 PSF
☐ PARTIAL FLAG			300 LBS CONCENTRATED
☐ FULL FLAG		WIND:	
☐ COLUMN OFFSET		DESIGN WIND SPEED	105 MPH
☐ V-BUILD		RISK CATEGORY	II
☒ BACK TO BACK		EXPOSURE CATEGORY	C
☐ SINGLE FACE		SOIL:	
☐ MULTI-POST		IBC SOIL CLASS:	4
FOOTING TYPE:		LAT. BEARING PRESS.:	300 PSF/FT
☒ ROUND		(SOIL CLASS AND MAX. ALLOWABLE LATERAL PRESSURE TO BE CONFIRMED VIA INVESTIGATION BY OTHERS)	
☐ CUBE			
☐ SPREAD			
SPECIAL CONDITIONS:			
1. STATIC (VINYL) FACES			

MATERIAL SPECIFICATIONS	
STEEL:	
W-SHAPES AND WT-SHAPES:	ASTM A992, $F_y = 50$ KSI
ANGLES AND CHANNELS:	ASTM A36, $F_y = 36$ KSI
RECT. AND SQUARE HSS:	ASTM A500 GRADE B, $F_y = 46$ KSI
ROUND HSS:	ASTM A500 GRADE B, $F_y = 42$ KSI
PLATES:	ASTM A36, $F_y = 36$ KSI
PIPE:	ASTM A53B, A252 OR API 5LX, F_y AS NOTED
BOLTS:	ASTM A307, A325N AND/OR A490N AS NOTED
WELDING:	SHALL CONFORM TO AWS D1.1, WELD FILLER METAL = E70XX
CONCRETE:	$f'_c = 2500$ psi AT 28 DAYS
REINFORCING STEEL:	ASTM A706, GRADE 60 ($F_y = 60$ ksi)

REVISIONS



SIGNED 06/09/2023

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	WIND DESIGN	
	PROJ. NO.: LIND-23-001 DATE: Jun-23		PAGE NO.:	3

SIGN INFORMATION

FACE WIDTH (B): 32 FT
 OVERALL HEIGHT OF SIGN (h): 50 FT
 HAGL: 26 FT
 TOTAL FACE HEIGHT: 24 FT
 CLEARANCE RATIO (s/h): 0.48
 ASPECT RATIO (B/s): 1.333

FORCE COEFFICIENT DETERMINATION

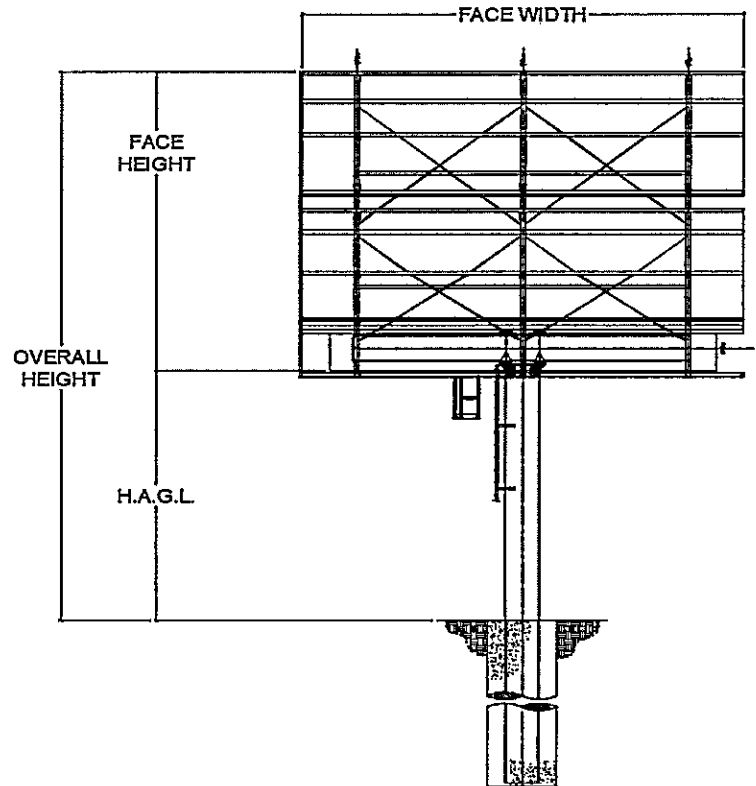
Case A and Case B

$C_f = 1.8$

Case C

Region	C_f
0 to s	N/A
s to 2s	N/A
Balance	N/A

$K_{zt} = 1.00$ Topographic factor
 $K_d = 0.85$ Wind directionality factor
 $G = 0.85$ Gust effect factor
 $V = 105$ Basic wind speed
 $K_z = 1.09$ Velocity pressure coefficient at height h



VELOCITY PRESSURE DETERMINATION

$q_z = 0.00256(K_z)(K_{zt})(K_d)(V^2) = 26.15$ PSF Velocity pressure at height z

DESIGN WIND PRESSURE DETERMINATION

p_w (Case A and B) = $q_z G C_f = 40.01$ psf Maximum wind pressure

p_w (Case C) = $q_z G C_f = N/A$ psf

(Case C is not applicable when aspect ratio is 2 or less)

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	REAR WALKWAY STRINGERS	
	PROJ. NO.: LIND-23-001 DATE: Jun-23		PAGE NO.:	5

WALKWAY INFORMATION

WALKWAY WIDTH: 2.0 FT
 MAXIMUM SIMPLE SPAN: 12 FT
 MAXIMUM CANTILEVERED SPAN: 4 FT
 STRINGER WEIGHT: 4.9 PLF
 GRATING WEIGHT: 2.00 PSF

ANGLE INFORMATION

L3x3x1/4
 E: 29000 KSI F_y 36 KSI
 b: 3 IN
 C_b : 1
 t: 1/4 IN
 M_y : 20.48 K-IN

WALKWAY STRINGER LOADING

DEAD LOADING

STRINGER WEIGHT:	4.9	x	2	QTY.	=	9.8	PLF
GRATING WEIGHT:	2.00	x	2.0 FT		=	4	PLF
MISC. (10% OF LOAD):	13.8	PLF	x	0.1	=	1.4	PLF
						15.2	PLF

LIVE LOADING

UNIFORM LOAD:	40.0	PSF	x	2.0 FT	=	80	PLF
POINT LOAD:	300	LBS					

SIMPLE SPAN CHECKS

WITH UNIFORM LIVE LOAD:
$$\frac{(1.2 \times 15.2 + 1.6 \times 80) \times (12)^2}{8} = 2631.9 \text{ LB-FT}$$

WITH CONCENTRATED LIVE LOAD:

$$\frac{(1.2 \times 15.2) \times (12)^2}{8} + \frac{1.6 \times 300 \times 12}{4} = 1767.9 \text{ LB-FT}$$

CANTILEVERED SPAN CHECKS

WITH UNIFORM LIVE LOAD:
$$\frac{(1.2 \times 15.2 + 1.6 \times 80) \times (4)^2}{2} = 1169.7 \text{ LB-FT}$$

WITH CONCENTRATED LIVE LOAD:

$$\frac{(1.2 \times 15.2) \times (4)^2}{2} + \frac{1.6 \times 300 \times 4}{1} = 2065.7 \text{ LB-FT}$$

ANGLE CAPACITY

$$M_e = \frac{0.66Eb^4tC_b}{L^2} \sqrt{1 + 0.78 \left(\frac{Lt}{b^2} \right)^2} - 1 \quad M_e = 49.9 \text{ k-in}$$

$$M_n = 0.9 \left(1.92 - 1.17 \sqrt{\frac{M_y}{M_e}} \right) M_y \leq 1.5M_y \quad M_n = 23.98 \text{ k-in} = 1990.3 \text{ LB-FT}$$

Max. load: $\frac{2631.9}{2.00} = 1315.9 \text{ lb-ft}$

Max. load: $\frac{1315.9 \text{ lb-ft}}{\text{Capacity: } 1990.3 \text{ lb-ft}}$

OK **Unity = 0.661**

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	UPRIGHT CONNECTION
	PROJ. NO.: LIND-23-001 DATE: Jun-23		PAGE NO.: 7

CONNECTION DESIGN

Total number of bolts: 8 qty. Bolt size: 5/8 inch dia. Bolt cross-sectional area: 0.307 in²
Distance from plate centerline to interior bolt row: 4.5 in Design moment: 60.82 k-ft
Distance from plate centerline to exterior bolt row: 7.5 in Design shear: 2.67 kips

Bolt group centroidal moment of inertia

$$I: 4 \text{ bolts} \times (4.5)^2 + 4 \text{ bolts} \times (7.5)^2 = 306 \text{ in}^4$$

$$\text{Maximum tension on bolts: } \frac{60.82}{306.0} \times 12 \frac{\text{in}}{\text{ft}} \times 7.5 = 17.89 \text{ kips/bolt}$$

$$\text{Maximum shear on bolts: } \frac{2.67}{8.0} = 0.3335 \text{ kips/bolt} \quad \text{Allowable tension stress (F}_T\text{): } 67.5 \text{ ksi (A325)}$$

$$\text{Applied tension on bolts (f}_T\text{): } \frac{17.89}{0.307} = 58 \text{ ksi}$$

OK

FLANGE BENDING CHECK - Per AISC Page 9-12

$$\text{Required flange thickness (t}_{min}\text{): } t_{min} = \sqrt{\frac{4.44Tb'}{pF_u(1 + \delta\alpha')}} \quad \beta = \frac{1}{\rho} \left(\frac{B}{T} - 1 \right) \quad \rho = \frac{b'}{a'}$$

$\alpha' = 1$ if $\beta \geq 1$

$\alpha' = \text{the lesser of } 1 \text{ and } \frac{1}{\delta} \left(\frac{\beta}{1 - \beta} \right) \text{ if } \beta < 1$

$\delta = 1 - \frac{d'}{p}$ ratio of the net area at bolt line to gross area
oat face of the stem or leg of angle

$$\alpha' = \left(a + \frac{d_b}{2} \right) \leq \left(1.25b + \frac{d_b}{2} \right) \quad b' = \left(b - \frac{d_b}{2} \right)$$

b: 1.01 in (bolt center to face of stem)

b': 0.6975 in

a: 1.263 in

a': 1.575 in

$\delta = 0.72$ in

$\rho = 0.443$

$\beta = 0.355$

$\alpha' = 0.76$

$t_{min} = 0.494$ in

$t_f = 0.330$ in

NO; PROVIDE BOLT STIFFENERS

T:	17.89 kips	(tension on bolt)
Bolt gauge:	2.25 inches	
t_f :	0.33 inches	(flange thickness)
b_f :	5.25 inches	(flange width)
t_w :	0.230 inches	(web thickness)
d_{bolt} :	0.63 inches	(bolt diameter)
d'_{bolt} :	0.688 inches	(hole diameter)
B:	20.7 kips	(available tension per bolt)
F_u :	65 ksi	(strength of conn. element)
p:	2.25 inches	(trib. length)

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	SPREADER	
	PROJ. NO.: LIND-23-001 DATE: Jun-23		PAGE NO.:	9

LOAD AND CONFIGURATION INFORMATION

DEAD LOAD ECCENTRICITY:	2.00 FT	DEAD LOAD FROM UPRIGHT:	2.22 KIPS
MAX. SPREADER CANTILEVER:	1.50 FT	WIND LOAD FROM UPRIGHT:	55.5 K-FT
SPREADER SIZE:	W12X19	L_p : 2.9 FT	Z_x : 24.70 IN ³ S_x : 21.3 IN ³
SPREADER SELF-WEIGHT:	19 PLF	L_r : 5.61 FT	C_b : 1.00

CAPACITY CHECKS

$$M_{dead} = \frac{0.019 \times (1.5)^2}{2} + 2.22 \times (1.50 + 2.00) = 7.80 \text{ K-FT}$$

$$M_u = 1.2 \times 7.8 + 1.0 \times 55.5 = 64.8 \text{ K-FT}$$

1. YIELDING $\phi M_n = M_p = 0.9 F_y Z = 92.6 \text{ K-FT}$

2. LATERAL-TORSIONAL BUCKLING (DOES NOT APPLY IF UNBRACED LENGTH IS LESS THAN L_p)

$$\phi M_n = 0.9 C_b \left[M_p - (M_p - 0.7 F_y S_x) \left(\frac{L_b - L_p}{L_r - L_p} \right) \right] \leq 0.9 M_p \quad \text{N/A K-FT}$$

$$\phi M_n = 92.63 \text{ K-FT} \quad \text{Unity: } \frac{64.8}{92.625} = 0.70 \text{ OK}$$

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	TORSION CHECKS 1	
	PROJ. NO.: LIND-23-001 DATE: Jun-23		PAGE NO.:	11

PIPE PROPERTIES

PIPE DIAMETER (D):	20.0 IN	ELASTIC SECTION MODULUS (S):	111.3 IN ³
DESIGN YIELD STRENGTH (F _y):	45 KSI	MOMENT OF INERTIA (I):	1113.5 IN ⁴
PIPE LENGTH (L):	12.00 FT	PLASTIC SECTION MODULUS (Z):	144.4 IN ³
PIPE WALL THICKNESS (t):	0.375 IN	AREA OF SECTION (A):	23.1 IN ²
D/t:	53.3	GROSS AREA OF SECTION (A _g):	21.5 IN ²

SECTION IS NONCOMPACT

FLEXURAL STRENGTH CALCULATIONS

$$1. \text{ YIELDING } M_n = M_p = F_y Z = 541.7 \text{ K-FT}$$

2. LOCAL BUCKLING (DOES NOT APPLY TO COMPACT SECTIONS)

NONCOMPACT SECTIONS

$$M_n = \left(\frac{0.021E}{\frac{D}{t}} + F_y \right) S = 523.5 \text{ K-FT}$$

SLENDER SECTIONS

$$M_n = \left(\frac{0.33E}{\frac{D}{t}} \right) S = \text{N/A K-FT}$$

$$M_n = 523.5 \text{ K-FT}$$

SHEAR STRENGTH CALCULATIONS

$$F_{cr} = \text{Greater of } \frac{1.6E}{\sqrt{\frac{L}{D}} \left(\frac{D}{t} \right)^{\frac{5}{4}}} \text{ or } \frac{0.78E}{\left(\frac{D}{t} \right)^{\frac{3}{2}}} = 120.0 \text{ KSI}$$

$$F_{cr} \leq 0.6F_y = 27 \text{ KSI}$$

$$V_n = \frac{F_{cr} A_g}{2} = V_n = 290.66 \text{ KIPS}$$

TORSION STRENGTH CALCULATIONS

$$F_{cr} = \text{Greater of } \frac{1.23E}{\sqrt{\frac{L}{D}} \left(\frac{D}{t} \right)^{\frac{5}{4}}} \text{ or } \frac{0.60E}{\left(\frac{D}{t} \right)^{\frac{3}{2}}} = 92.2 \text{ KSI}$$

$$F_{cr} \leq 0.6F_y = 27 \text{ KSI}$$

$$C = \frac{\pi(D-t)^2 t}{2} = 226.87 \text{ IN}^3$$

$$T_n = F_{cr} C = T_n = 510.45 \text{ K-FT}$$

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	HEAD PLATE CHECKS	
	PROJ. NO.: LIND-23-001 DATE: Jun-23		PAGE NO.:	13

HEAD PLATE CHECKS

WEIGHT OF HEAD (FROM TORSION DESIGN): $6.75 \times 2 = 13.5$ KIPS
 DISTANCE FROM BOTTOM OF SIGN FACE TO TOP OF HEAD PLATE: 0.50 FT
 MOMENT FROM ECCENTRICITY OF HEAD LOAD: $13.5 \text{ KIPS} \times 0.05 \times 48 = 32.42$ K-FT
 MOMENT FROM WIND SHEAR: $30.73 \times \left(\frac{23.0}{2} - 0.50 \right) = 337.99$ K-FT
 TORSION ON HEAD FROM WIND FORCE: 196.65 K-FT (SEE TORSION DESIGN)

BOLT INFORMATION

DISTANCE TO Y1:	5.50	IN	BOLTS IN ROW:	4	BOLT DIA. =	1 1/4	IN
DISTANCE TO Y2:	11.75	IN	BOLTS IN ROW:	2	BOLT AREA =	1.23	IN ²
					BOLT TYPE =	A325	
DISTANCE TO X1:	5.50	IN	BOLTS IN ROW:	4	AVAILABLE SHEAR STRESS:	36.0	KSI
DISTANCE TO X2:	11.75	IN	BOLTS IN ROW:	2	AVAILABLE TENSILE STRESS:	67.5	KSI

CALCULATIONS

CENTROIDAL MOMENT OF INERTIA ABOUT Y-AXIS (I_{yy})

$$\begin{aligned}
 4 \times (5.5 + 11.75)^2 \times 2 &= 2380.5 \text{ IN}^4 \\
 2 \times (11.75)^2 \times 2 &= 552.25 \text{ IN}^4 \\
 I_{yy} &= 2932.8 \text{ IN}^4
 \end{aligned}$$

$$c = 5.50 + 11.75 = 17.25 \text{ IN}$$

$$r_x = 5.50 + 11.75 = 17.25 \text{ IN}$$

$$r_y = 5.50 + 11.75 = 17.25 \text{ IN}$$

$$r = \sqrt{r_x^2 + r_y^2} = 24.40 \text{ IN}$$

CENTROIDAL MOMENT OF INERTIA ABOUT X-AXIS (I_{xx})

$$\begin{aligned}
 4 \times (5.50 + 11.75)^2 \times 2 &= 2380.5 \text{ IN}^4 \\
 2 \times (11.75)^2 \times 2 &= 552.25 \text{ IN}^4 \\
 I_{xx} &= 2932.8 \text{ IN}^4
 \end{aligned}$$

$$I_{\text{TOTAL}} = 2932.8 + 2932.8 = 5865.5 \text{ IN}^4$$

$$\text{MAXIMUM TENSION ON BOLTS (T)} = \left(\frac{337.9943 + 32.42 \times 1.2}{2932.8} \right) \times 12 \frac{\text{IN}}{\text{FT}} \times 17.25 = 26.6 \text{ KIPS}$$

$$\text{MAXIMUM SHEAR ON BOLTS (V)} = \left(\frac{196.65}{5865.5} \right) \times 12 \frac{\text{IN}}{\text{FT}} \times 24.4 + \frac{30.73}{12} = 12.4 \text{ KIPS}$$

STRESS CHECKS

$$\text{TENSILE STRESS (} f_t \text{)} = \frac{26.6}{1.23} = 21.69 \text{ KSI}$$

$$\text{SHEAR STRESS (} f_v \text{)} = \frac{12.4}{1.23} = 10.09 \text{ KSI} \quad \text{OK}$$

NOMINAL AVAIL. TENSILE STRESS (F_{nt}): 90.0 KSI

NOMINAL AVAIL. SHEAR STRESS (F_{nv}): 54.0 KSI

AVAILABLE TENSILE STRENGTH (ADJUSTED)

$$F'_T = 1.3 F_{nt} - \frac{F_{nt}}{\phi F_{nv}} f_v = 1.3 \times 90.0 - \left(\frac{90.0}{0.75 \times 54.0} \times 10.09 \right) = 90 \text{ KSI}$$

ALLOWABLE TENSION ON BOLT: 0.75 x 110.39 = 82.79 KIPS

INDUCED TENSION ON BOLT: 26.60 KIPS **OK**

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	COLUMN CHECKS	
	PROJ. NO.: LIND-23-001 DATE: Jun-23		PAGE NO.:	15

COLUMN CHECKS

DESIGN WIND PRESSURE:	40.01 PSF	DEAD MOMENT:	32.42 K-FT
TOTAL HEIGHT OF FACE:	24.0 FT	TORSION (T, RESULTING FROM WIND):	196.65 K-FT
TOTAL LENGTH OF FACE:	32.0 FT	COLUMN DIAMETER:	30 IN
OVERALL HEIGHT OF SIGN:	50.0 FT	COLUMN LENGTH:	26.0 FT
HAGL:	26.0 FT		

SHEAR CALCULATIONS

WIND RESULTANT ON FACE:	0.04	x	24.0	x	32.0	=	30.73 KIPS
WIND RESULTANT ON COLUMN:	0.04	x	2.5	x	26.0	=	2.60 KIPS
TOTAL WIND SHEAR (V) =							33.3 KIPS

MOMENT CALCULATIONS - COLUMN

DEAD LOAD MOMENT (FROM ABOVE):	32.4 K-FT
MOMENT FROM WIND:	$30.73 \times \left(\frac{24.0}{2} + 26.0 \right) + 2.6 \times \left(\frac{26.0}{2} \right) = 1201.4 \text{ K-FT}$

$$\text{TOTAL MOMENT, } M = \sqrt{(1.2M_{DL})^2 + M_{wind}^2} = 1202.1 \text{ K-FT}$$

$$\text{TOTAL MOMENT, } M_a = \sqrt{M_{DL}^2 + (0.6M_{wind})^2} = 721.6 \text{ K-FT} \quad (\text{SERVICE LEVEL, FOR FOUNDATION DESIGN})$$

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	UPPER COLUMN CHECKS
	PROJ. NO.: LIND-23-001 DATE: Jun-23		PAGE NO.: 17

COMPRESSIVE STRENGTH

COMPRESSION LOADS ARE NEGLIGIBLE; ASSUME THAT $P_r/P_c = 0.05$ (CONSERVATIVE)

LOAD SUMMARY

$M_c=$	0.9	x	1544.9	=	1390.4	K-FT	$M_r=$	1202.05	K-FT
$V_c=$	0.9	x	582.5	=	524.2	KIPS	$V_r=$	33.33	KIPS
$T_c=$	0.9	x	1537.9	=	1384.1	KIPS	$T_r=$	196.65	KIPS

$$\left(\frac{P_r}{P_c} + \frac{M_r}{M_c}\right) + \left(\frac{V_r}{V_c} + \frac{T_r}{T_c}\right)^2 = 0.957 \leq 1.0 \text{ OK}$$



RE: [EXTERNAL] Billboards

From Sanchez, Francisco, DOT <Francisco.Sanchez@dot.nm.gov>

Date Fri 10/4/2024 11:13 AM

To Stella Rael <srael@ci.alamogordo.nm.us>; Ronquillo, Alan , DOT <Alan.Ronquillo@dot.nm.gov>; Baker, Robert , DOT <Robert.Baker1@dot.nm.gov>; Bush, Michelle , DOT <Michelle.Bush@dot.nm.gov>

Cc Stephanie Hernandez <shernandez@ci.alamogordo.nm.us>

 1 attachments (666 KB)

Billboards.pdf;

You don't often get email from francisco.sanchez@dot.nm.gov. [Learn why this is important](#)

Stella:

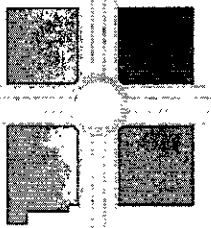
I will get back to you. NMDOT does require billboards to be permitted and approved on certain highways. Mainly, US and State Highways that fall under the federal Beautification Act. NMDOT has a department in Santa Fe that handles billboard permits for the whole state. The gentlemen I used to coordinate with is now retired. Let me find out who runs the Outdoor Advertisement program now. They will be able to tell us whether US 54/70 falls under any regulations and if needed the permitting process.

FRANCISCO SANCHEZ, P.E.

District Engineer

NMDOT – D2

575-840-3071



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

From: Stella Rael <srael@ci.alamogordo.nm.us>

Sent: Thursday, October 3, 2024 3:06 PM

To: Sanchez, Francisco, DOT <Francisco.Sanchez@dot.nm.gov>

Cc: Stephanie Hernandez <shernandez@ci.alamogordo.nm.us>

Subject: [EXTERNAL] Billboards

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Francisco,

I have received two applications from Lindmark to erect two different double-decker billboards. One is located on Highway 54 South, and the other on Highway 70 West.

My question is will Lindmark be required to obtain permission from NMDOT to erect these billboards? I have attached the submitted aerials so that you can see the proposed locations.

Thank you for your time and I will be waiting for your response.



Stella Rael

City Planner

T: 439-4220

E: srael@ci.alamogordo.nm.us



 ci.alamogordo.nm.us

Email WARNING: This email may have originated external to the City of Alamogordo email system. Review the email sender address and NOT just the email username. Do not click on links or open attachments unless you are sure the content is Safe. If unsure, send an email to the BITS helpdesk for analysis.

Billboards

Stella Rael <srael@ci.alamogordo.nm.us>

Thu 10/3/2024 2:56 PM

To:Stephanie Hernandez <shernandez@ci.alamogordo.nm.us>

 1 attachments (666 KB)

Billboards.pdf;

Stephanie,

I just wanted to give you a heads-up that I have received two applications for double-decker billboards. Since the moratorium has expired, I have no reason to deny them. Luckily, these are on Highway 54 and Highway 70 near the end of the city limits.

Now that you are acting CM I would like to discuss what direction you would like me to take with the rewrite of the sign ordinance. I suggest we do another resolution for another six months so that we have time to get the rewrite adopted.

I know you are extremely busy, so if you want to pursue another six-month moratorium, let me know, and I can add it to the agenda for October 22nd.

Thanks,

Re: Billboards

From Stephanie Hernandez <shernandez@ci.alamogordo.nm.us>

Date Thu 10/3/2024 3:33 PM

To Stella Rael <srael@ci.alamogordo.nm.us>

 6 attachments (676 KB)

Billboards.pdf; Planning_Zoning_logo.png; facebook.png; instagram.png; linkedin.png; CityofAlamogordo_icon.png;

Deny the application. Rachel will hold the agenda open until 5



Stephanie Hernandez

Acting City Manager

T: (575) 439-4203

E: shernandez@ci.alamogordo.nm.us



ci.alamogordo.nm.us

On Oct 3, 2024, at 1:56 PM, Stella Rael <srael@ci.alamogordo.nm.us> wrote:

Stephanie,

I just wanted to give you a heads-up that I have received two applications for double-decker billboards. Since the moratorium has expired, I have no reason to deny them. Luckily, these are on Highway 54 and Highway 70 near the end of the city limits.

Now that you are acting CM I would like to discuss what direction you would like me to take with the rewrite of the sign ordinance. I suggest we do another resolution for another six months so that we have time to get the rewrite adopted.

I know you are extremely busy, so if you want to pursue another six-month moratorium, let me know, and I can add it to the agenda for October 22nd.

Thanks,

Stella Rael

City Planner

CITY OF ALAMOGORDO
Ordinance Plan Review
Commercial

For Office Use Only	
ORN #:	_____
Address:	<u>821 US HWY 70 W</u>
Date:	_____

All of the following are required for Ordinance Plan Review:

- I. Two (2) complete sets of plans or Scope of Work
(When applicable)**
- II. This checklist**
- III. Completed State Permit Application**

All items below must appear on plans or scope of work

Is this application for: ☐ Foundation Repair/ Foundation Only ☐ Re-Roof ☐ Interior Remodel ☐ Carport
☐ Solar ☐ Windows ☐ Porch ☒ Sign

- ☒ 1. Name, address, phone number and license number of the builder appear on all sheets.
- ☒ 2. Street address of property appears on all sheets.

9/25/2024

Date

821 Highway 70 W

Property Street Address

Cynthia Astorga

Signature of Applicant, or Agent for Applicant

Digitally signed by Cynthia Astorga
Date: 2024.09.25 14:45:04 -06'00'

Date Received _____

CITY OF ALAMOGORDO
ORDINANCE REVIEW APPLICATION
 1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310
 575/439-4220 Fax: 575/439-4343
PNZ@CI.ALAMOGORDO.NM.US

PF: 011-3705-312.11-06

FEE: \$ 75.00

\$75.00 FEE

- ☐ ACCESSORY BUILDINGS/CARPORT
☐ CELL/COMMERCIAL TOWERS
☐ SIGNS/BILLBOARDS
☐ NEW RESIDENTIAL/ADDITION

\$50.00 FEE

- ☐ DEMOLITION
☐ FOUNDATION REPAIR

\$30.00 FEE

- ☐ REROOF
☐ WINDOWS
☐ INTERIOR(R)
☐ SOLAR (R)

\$150.00-\$600.00

- ☐ NEW COMMERCIAL

10x THE FEE

- ☐ VIOLATION FEE

Receipt # _____

\$100.00

- ☐ INTERIOR (C)
☐ SOLAR PANELS (GROUND)
☐ SWIMMING POOLS

Please, use this form to apply for ordinance review, with a building permit application for construction. Use this form as a supplement to a building permit application. For analysis of any construction project, please submit a site plan and building plans.

Address of Subject Property:	821 Highway 70 W
Legal Description	S: 1 T: 17 R: 9 TRACT IN SW1/4 NW1/4
The property currently is used for the following uses:	Retail Sales

Applicant Information

Name:	Cynthia Astorga
Address:	2104 South Sunset Ave., Roswell NM 88203
Business Name:	Lindmark Outdoor Media
Phone:	575-624-1615 X108
E-Mail:	cynthia@lindmarkcompanies.com
May we use e-mail to contact you regarding this request? ☒ Yes ☐ No	

Are you the property owner? ☐ Yes ☒ No	Property Owner Name <u>Adelinda and Phillip Efird</u> Address: <u>606 Highway 70 W</u> Phone: <u>575-551-8293</u> E-Mail: <u>adelindaefird@yahoo.com</u> What is your relationship to the property owner? _____ <u>We have a Land Lease with the Landowner for a Billboard</u>
---	--

Property Use Information

The proposed use of the property: 1) continues the current use <u>xx</u> yes _____ no; and/ or	
2) will be the following: Install Billboard Structure	

Numeric Characteristics	EXISTING	PROPOSED
Lot Area:		
Lot Width/ Frontage:		
Business Building Floor Area		
# Open Parking Spaces:		
# Enclosed Parking Spaces:		
# Dwelling Units:		
Building Height		

10/4/24 - Denied per Acting City manager. Email attached. Skaul.



State of New Mexico – Construction Industries Division
Multi Purpose State Building Application

Santa Fe 2550 Cerrillos Rd, Santa Fe NM 87505 505-476-4700
Albuquerque 5500 San Antonio NE, Albuquerque NM 87109 505-222-9800
Las Cruces 505 S. Main St. Ste. 103, Las Cruces NM 88004 575-524-6320
Web: <https://www.rld.nm.gov> email: CID.PERMITHELP@rld.nm.gov

The following information MUST be provided. Any missing information may delay processing.

Date Issued:	Processed by:	Tracking/Permit Number:
Received by: Mail/Walk-in	Check #:	Total Fees: \$
		Bal Due: \$

Application Type: (check box)

☒ Commercial ☐ Residential ☐ Public School

Scope of Work:

☒ General Building ☐ Foundation ☐ Roofing ☐ Demolition

Is this project funded by the state or a municipality or a political subdivision of the state?

NO

Is this project for a public school or a charter school under the authority of Public School Finance Authority (PSFA)?

NO

Is this project federally funded or within tribal lands?

NO

Permit contact information:

Property Owner: Adenlinda & Phillip Efirid
First Name Last Name

Address: 606 Highway 70 W Alamogordo NM 88310
Street Address City State Zip Code

Email Address: adelindaefirid@yahoo.com Phone: () 575-551-8293

Contractor: THOMAS PALMER
First Name Last Name

Address: 2700 TECHNOLOGY PLACE NORMAN OK 73071
Street Address City State Zip Code

Email Address: TOM@LINDMARKCOMPANIES.COM Phone: () 575-624-1615 x112

Design Professional: JOHN SKWIOT
First Name Last Name

Address: TUCSON AZ
Street Address City State Zip Code

Email Address: CONTACT@FJSENGINEERING.COM Phone: () 520-490-3311

Type of Construction

Occupancy Group (Residential)

Occupancy Group (Commercial)

Division

I	II	III	IV	V	A	B
R-3	S-2	U				
A	B	E	F	H	I	M
1	2	3	4	5		

Valuation/Sign Contract: \$70,300.00

Description of work to be performed: INSTALL BILLBOARD STRUCTURE

Energy Compliance

Climate Zone

Types of Construction

Total Square Footage

Fire Sprinklers Apply

LP Gas Appliance Apply

Prescriptive	Trade-off	Performance	Energy Code Not Applicable
1	2	3	4
5	6	7	NA
Wood	Metal Frame	Masonry	Adobe
Rammed Earth	Metal Structure	Other	

100

YES NO

YES NO

Plan Review required from following Bureaus:

General Building

Modular

Electrical

Mechanical/Plumbing

LP Gas

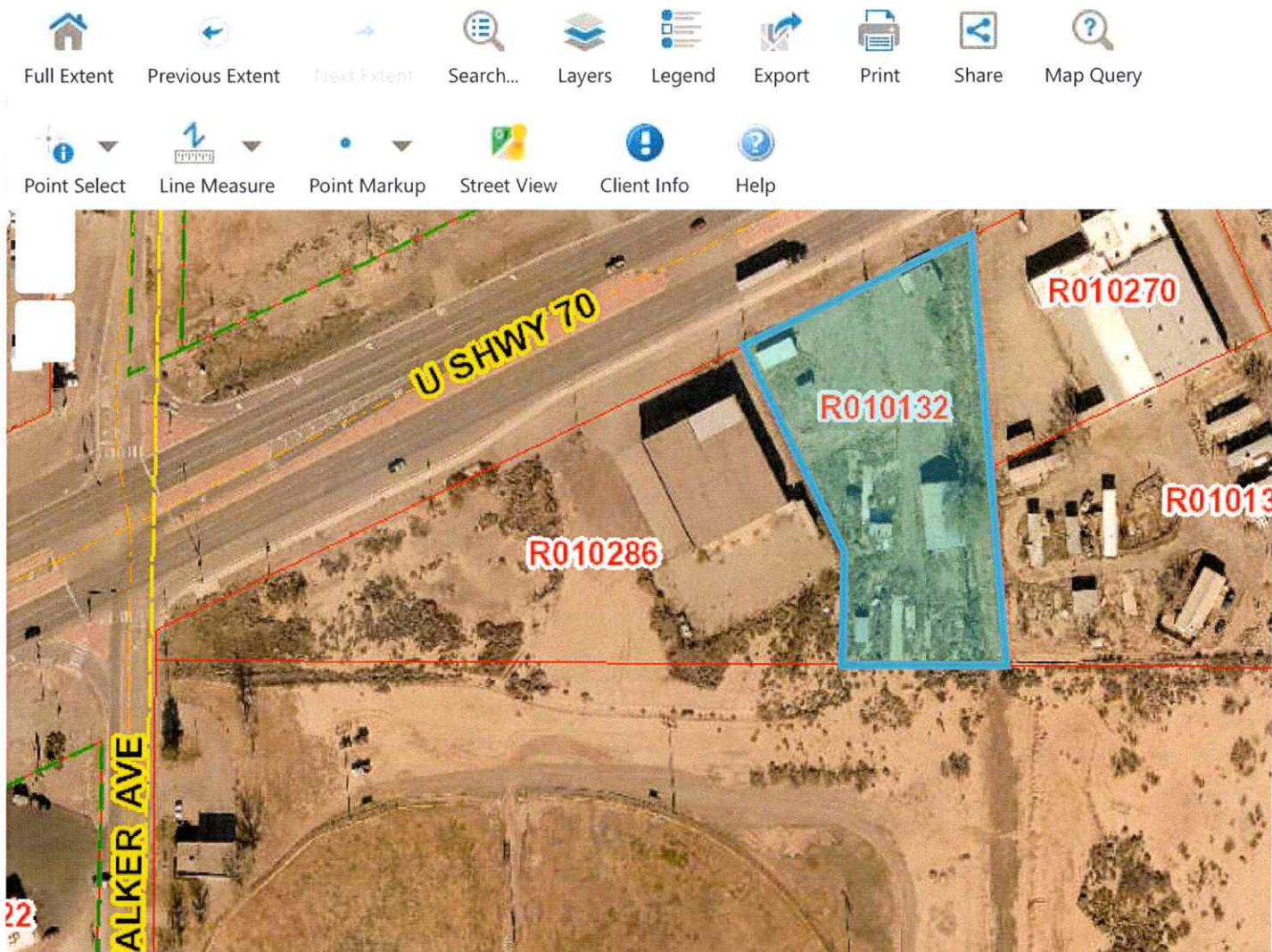
I hereby state, acknowledge and affirm, under penalty of perjury that, I am an employee of the contractor requesting this permit, the contractor is an active licensed contractor in New Mexico having the appropriate classification for the scope of work to be completed as noted on the permit. I am authorized to request this permit, all information provided in this application is true and correct and accurate, and if issued the permit, the contractor shall fully comply with all requirements of the Construction Industries Licensing Act, its rules, codes and standards in fulfilling all work to be completed pursuant to this permit.

Cynthia
Astorga

Digitally signed by
Cynthia Astorga
Date: 2024.09.25
16:09:59 -06'00'

X

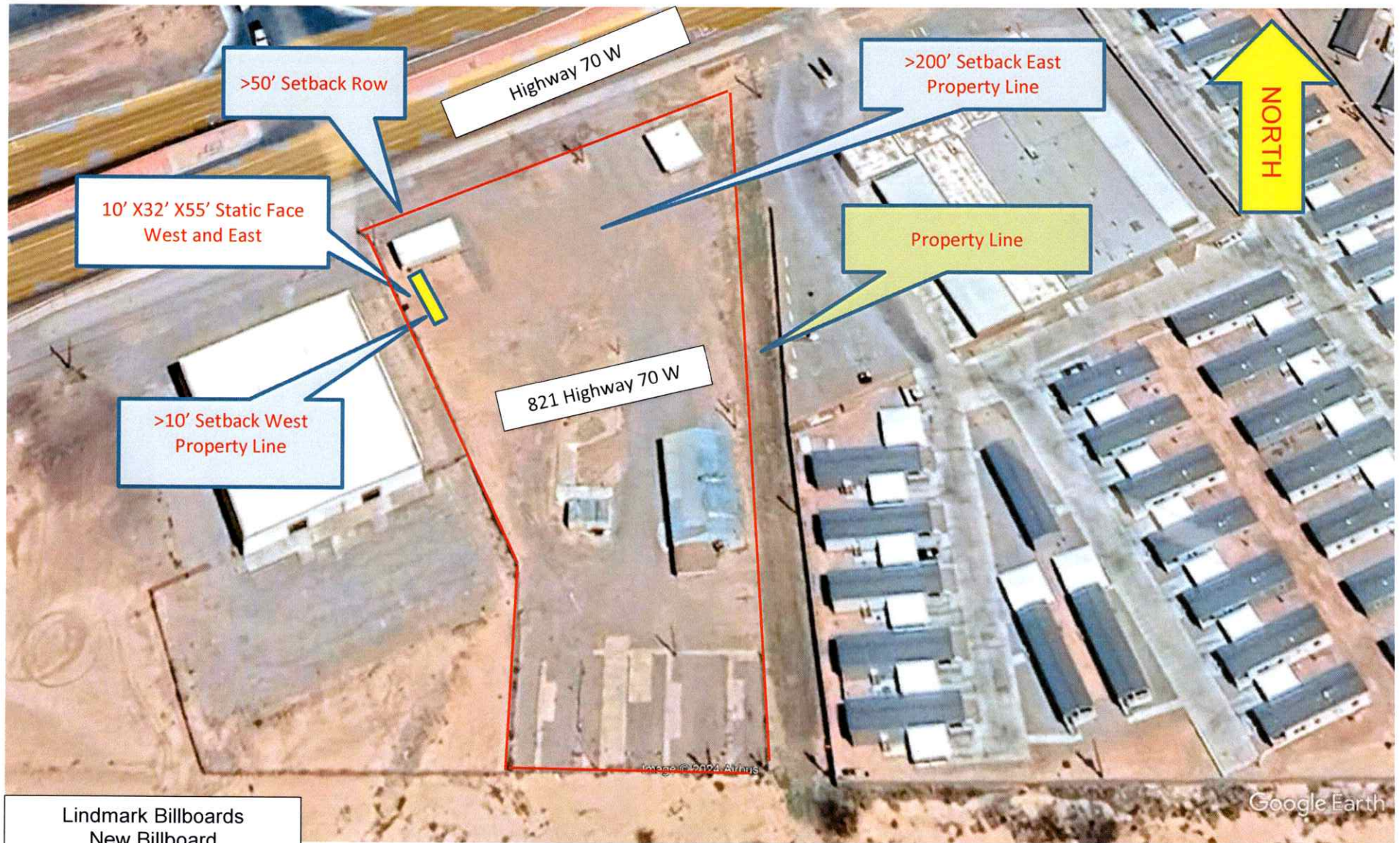
Date: 9/25/2024



World Im...

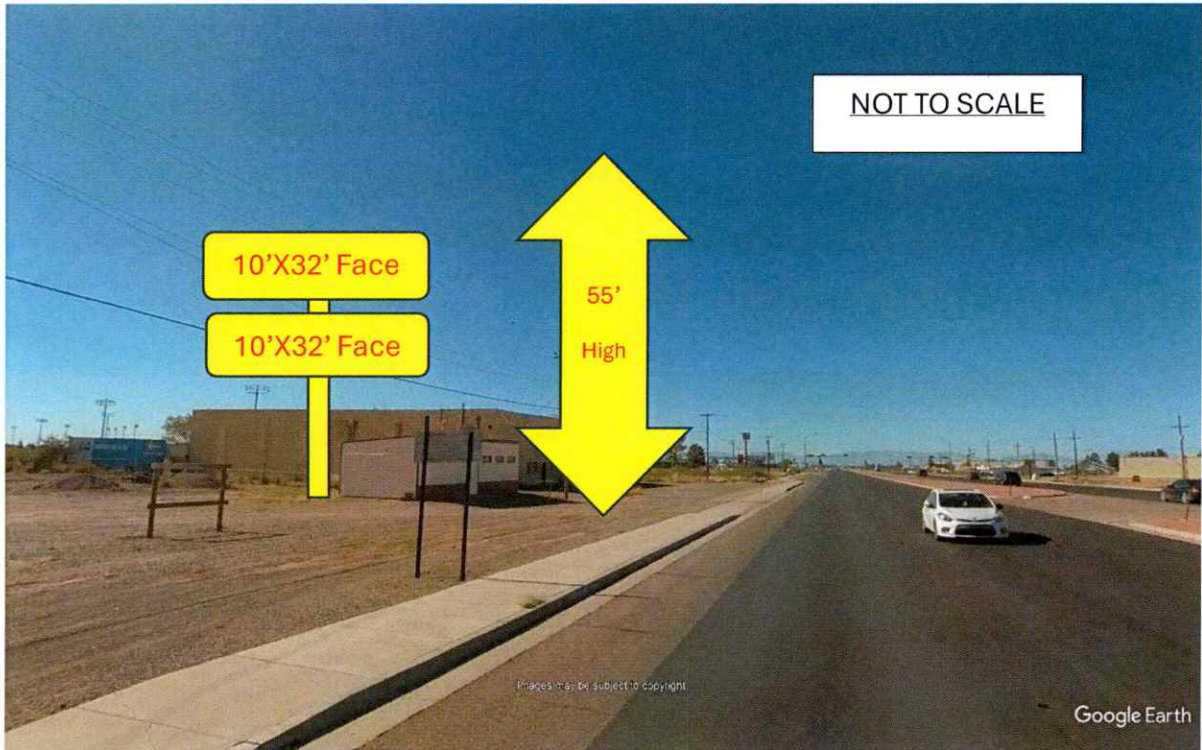
0 100 200ft

Scale 1: 2,257 Go



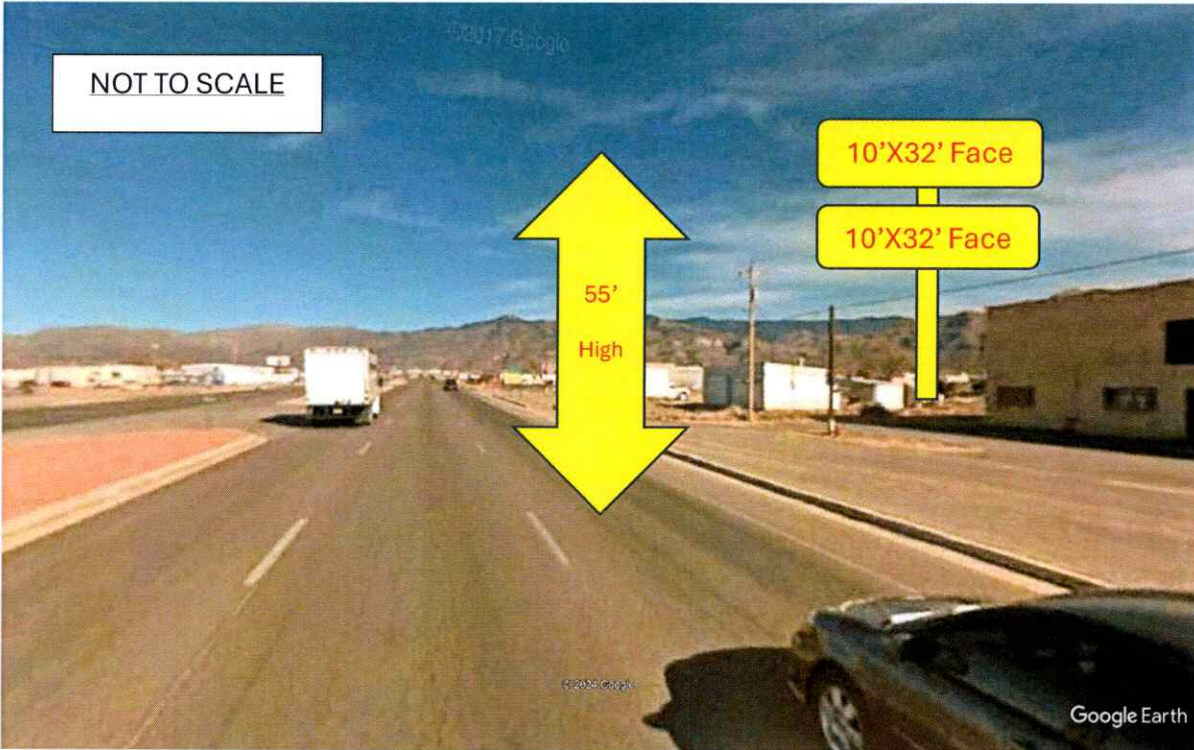
Lindmark Billboards
New Billboard
821 Highway 70 W.
Cynthia Astorga
575-624-1615 X108

Google Earth



Images may be subject to copyright.

Google Earth



BILLBOARDS / INK / STEEL
LINDMARK

**BILLBOARD LEASE AGREEMENT
[NEW LOCATION]**

Permit No. TBD

Lease No. G40

Structure No. G40

This Lease Agreement (the "**Agreement**") is hereby entered into as of the Effective Date, which term is defined hereinbelow, by and between the undersigned landowner(s) ("**Lessor**") and (The) Lindmark Companies, which has a principal office address of 2700 Technology Place, Norman, Oklahoma 73071 ("**Lessee**"). The term "**Lessee**" shall also include Lessee's employees, agents, successors, and assigns.

1. For and in consideration of the sum of Fifty Dollars (\$50) paid unto Lessor contemporaneously with the execution of this Agreement, as well as the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Lessor does hereby lease and grant exclusively to Lessee, the use of the premises described below (the "**Property**") for the purpose of constructing, reconstructing, placing, and maintaining an off-premise outdoor advertising sign structure and certain other equipment, such term shall include but not be limited to lighting and communications equipment to be located on or immediately abutting the sign structure, (collectively the "**Sign**") thereon as follows: street address or other general Property identifier: 821 Highway 70 W., Alamogordo, NM. A more detailed description of the Property is attached hereto and incorporated herein as Exhibit "A." Lessee may construct, reconstruct, place, and maintain the Sign on the Property, and cut and control vegetation on the Property, which in any way obstructs the visibility of the Sign. Lessee is specifically granted the right of ingress and egress to the Property that is reasonably required to construct, reconstruct, place, and maintain the Sign. Furthermore, Lessor hereby expressly agrees to grant any right-of-way or easement to Lessee or third-party utility company that may be necessary to run utilities to the Sign. Such right-of-way or easement shall be granted without Lessor receiving any additional compensation or additional consideration other than the rental described in paragraph 3. Lessor represents and warrants Lessor is the owner or agent of the Property with full right and authority to make this Agreement, and Lessor covenants that no part of the Property, or any adjoining property owned or controlled by Lessor, will be used for off-premises outdoor advertising purposes by anyone other than Lessee. Lessor will not permit the Sign to be obstructed. Lessor guarantees to Lessee free access to and use of any part of the Property, and any structure located thereon, as may be necessary for Lessee to hang scaffolds, construct, reconstruct, hang, post, paint, illuminate, repair, or remove its advertisement(s) and/or the Sign.
2. The initial term of this Agreement shall be fifteen (15) years, beginning on the first day of the month following complete installation of the Sign (the "**Commencement Date**"). Complete installation of the Sign shall mean the Sign is ready for advertisements to be displayed thereon. Lessee shall have the option to renew this Agreement at the end of the initial term on the same terms and conditions contained herein for two (2) successive terms and thereafter on the same terms and conditions contained herein on a year-to-year basis not to exceed an additional thirty (30) years. Such renewal(s) shall occur automatically unless written notification is provided as set forth herein by Lessee within sixty (60) days prior to the end of a term.
3. The annual rental shall be equal to \$ and shall be paid to Lessor in advance on the Commencement Date at the address listed below Lessor's signature. In the event lease payment does not arrive timely, Lessor shall give written notice of non-payment to Lessee. Lessee shall be granted thirty (30) days from the date of refusal or acceptance, as noted on the return receipt, during which time to cure the default in lease payment. Lessor does hereby covenant and agree that upon Lessee remitting rental as above and performing all the terms under this Agreement, Lessee shall have the right to peaceful and quiet enjoyment of the Property, free from any interference by Lessor, or anybody claiming rights by or through Lessor. Lessor shall provide Lessee a completed W-9 so that Lessee may issue a 1099 each year in compliance with federal law. In the event Lessor fails to provide Lessee a completed W-9, Lessor understands that Lessee shall be required to institute backup withholding of applicable taxes and remit same to the IRS as required by federal law.
4. If any offer is made by another outdoor advertising company or other entity to enter into a sign lease with Lessor within five (5) years of the expiration of this Agreement, Lessee shall have a right of first refusal (the "**Lease Right**") to enter into another lease with Lessor on equivalent terms and conditions as the lease being offered by such outdoor advertising company or other entity. If Lessor shall make or receive an offer (the "**Offer**") to sell, grant, or otherwise alienate any interest in all or any portion of the Property during this Agreement or within one (1) year of the termination thereof, Lessor grants Lessee a right of first refusal (the "**Purchase Right**") to purchase a perpetual easement on the Property encompassing the same rights Lessee has under this Agreement, including, but not limited to, Sign location, access, utilities, temporary construction, and visibility, and including such additional industry-standard terms and conditions. The purchase price for the perpetual easement shall be a price equal to five (5) times the then-applicable annual rental or the prior year's annual rental in the event the Agreement has terminated. Lessor shall provide Lessee notice of the Offer within five (5) days of Lessor's receipt of same. Lessee shall have thirty (30) days within which to exercise, or not, the Purchase Right by providing notice to Lessor of same. In the event Lessee does not exercise, or waives, in a writing signed by Lessee, the Purchase Right within said thirty (30) days, whether Lessor consummates the sale, grant, or other alienation of interest in all or any portion of the Property or not, the Purchase Right shall automatically renew, and Lessor shall provide Lessee notice of any new Offer thereby beginning a new Purchase Right. The parties acknowledge that Lessee has paid Lessor Fifty Dollars (\$50), which Lessee agrees constitutes good and sufficient consideration for the rights granted to Lessee in this paragraph; the parties agree that this paragraph shall constitute a separate agreement, separate and severable from this Agreement. It is the parties' intent that this paragraph shall be subject to paragraph 7, in that it shall inure to and be binding upon the heirs, personal representatives, successors, and assigns of the parties.
5. Lessee may hang, post, paint, illuminate, and/or maintain advertisements on the Sign. The Sign and all governmental licenses, grants, consents, and permits (the "**Permits**") shall always remain the property of Lessee and may be removed by Lessee at any time prior to or within a reasonable time after the expiration of any term or any extension of this Agreement. In the event Lessee removes the Sign, Lessee's obligation with regard to the Property shall be limited to removing the Sign to a depth not to exceed one foot below grade, capping any open pole(s), and grading the soil flush with the property immediately surrounding the former site of the Sign.
6. Lessee shall save Lessor harmless from all damage to persons or property resulting from the negligent acts of agents, employees, or others employed in the construction, maintenance, repair, or removal of the Sign on the Property.
7. In the event of any transfer of Lessor's interest in the Property, Lessor agrees to promptly give Lessee notice of such transfer and to deliver to Lessor's transferee written notice of the existence of this Agreement and a copy thereof. Lessee reserves the right to transfer, sell, or assign this Agreement,

EXHIBIT "A"

Legal Description:

S: 1 T: 17 R: 9 TRACT IN SW1/4 NW1/4

County: OTERO, NM

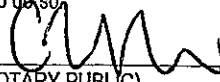
APN: R010132

Alternate APN: 01N4054097071246

Approximate GPS: 32.867353, -105.978335

STATE OF Oklahoma
COUNTY OF Cleveland

August, 2024 PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this the 26 day of August, 2024 within my jurisdiction, the within named Trent Lindmark, who acknowledged that he is CEO of (The) Lindmark Companies, and that for and on behalf of said limited liability company and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized to do so.


(NOTARY PUBLIC)

My commission expires:
7/27/28 (SEAL)

COURTNEY WHITEHOUSE
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES JUL. 27, 2028
COMMISSION # 20009102

RE: [EXTERNAL] Billboards

From Sanchez, Francisco, DOT <Francisco.Sanchez@dot.nm.gov>

Date Fri 10/4/2024 11:13 AM

To Stella Rael <srael@ci.alamogordo.nm.us>; Ronquillo, Alan , DOT <Alan.Ronquillo@dot.nm.gov>; Baker, Robert , DOT <Robert.Baker1@dot.nm.gov>; Bush, Michelle , DOT <Michelle.Bush@dot.nm.gov>

Cc Stephanie Hernandez <shernandez@ci.alamogordo.nm.us>

 1 attachments (666 KB)

Billboards.pdf;

You don't often get email from francisco.sanchez@dot.nm.gov. [Learn why this is important](#)

Stella:

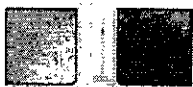
I will get back to you. NMDOT does require billboards to be permitted and approved on certain highways. Mainly, US and State Highways that fall under the federal Beautification Act. NMDOT has a department in Santa Fe that handles billboard permits for the whole state. The gentlemen I used to coordinate with is now retired. Let me find out who runs the Outdoor Advertisement program now. They will be able to tell us whether US 54/70 falls under any regulations and if needed the permitting process.

FRANCISCO SANCHEZ, P.E.

District Engineer

NMDOT – D2

575-840-3071



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

From: Stella Rael <srael@ci.alamogordo.nm.us>

Sent: Thursday, October 3, 2024 3:06 PM

To: Sanchez, Francisco, DOT <Francisco.Sanchez@dot.nm.gov>

Cc: Stephanie Hernandez <shernandez@ci.alamogordo.nm.us>

Subject: [EXTERNAL] Billboards

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Francisco,

I have received two applications from Lindmark to erect two different double-decker billboards. One is located on Highway 54 South, and the other on Highway 70 West.

My question is will Lindmark be required to obtain permission from NMDOT to erect these billboards? I have attached the submitted aerials so that you can see the proposed locations.

Thank you for your time and I will be waiting for your response.



Stella Rael

City Planner

T: 439-4220

E: srael@ci.alamogordo.nm.us



 ci.alamogordo.nm.us

Email WARNING: This email may have originated external to the City of Alamogordo email system. Review the email sender address and NOT just the email username. Do not click on links or open attachments unless you are sure the content is Safe. If unsure, send an email to the BITS helpdesk for analysis.

Billboards

Stella Rael <srael@ci.alamogordo.nm.us>

Thu 10/3/2024 2:56 PM

To: Stephanie Hernandez <shernandez@ci.alamogordo.nm.us>

 1 attachments (666 KB)

Billboards.pdf;

Stephanie,

I just wanted to give you a heads-up that I have received two applications for double-decker billboards. Since the moratorium has expired, I have no reason to deny them. Luckily, these are on Highway 54 and Highway 70 near the end of the city limits.

Now that you are acting CM I would like to discuss what direction you would like me to take with the rewrite of the sign ordinance. I suggest we do another resolution for another six months so that we have time to get the rewrite adopted.

I know you are extremely busy, so if you want to pursue another six-month moratorium, let me know, and I can add it to the agenda for October 22nd.

Thanks,

Re: Billboards

From Stephanie Hernandez <shernandez@ci.alamogordo.nm.us>

Date Thu 10/3/2024 3:33 PM

To Stella Rael <srael@ci.alamogordo.nm.us>

 6 attachments (676 KB)

Billboards.pdf; Planning_Zoning_logo.png; facebook.png; instagram.png; linkedin.png; CityofAlamogordo_icon.png;

Deny the application. Rachel will hold the agenda open until 5



Stephanie Hernandez

Acting City Manager

T: (575) 439-4203

E: shernandez@ci.alamogordo.nm.us



ci.alamogordo.nm.us

On Oct 3, 2024, at 1:56 PM, Stella Rael <srael@ci.alamogordo.nm.us> wrote:

Stephanie,

I just wanted to give you a heads-up that I have received two applications for double-decker billboards. Since the moratorium has expired, I have no reason to deny them. Luckily, these are on Highway 54 and Highway 70 near the end of the city limits.

Now that you are acting CM I would like to discuss what direction you would like me to take with the rewrite of the sign ordinance. I suggest we do another resolution for another six months so that we have time to get the rewrite adopted.

I know you are extremely busy, so if you want to pursue another six-month moratorium, let me know, and I can add it to the agenda for October 22nd.

Thanks,

Stella Rael

City Planner



Lindmark's Timeline regarding Billboard Applications in Alamogordo

2016 Lindmark purchased Newman Outdoor Billboard Assets in New Mexico

2017 Lindmark built two double stacked Billboard in Alamogordo

2017-08-22 City Commission Meeting Agenda item considered regarding banning new billboards and phasing out current billboards. Lindmark (Tom Palmer) and Lamar (Matt Yoder) both represented the outdoor advertising industry and provided testimony that showed most Billboards are protected by state and federal statutes and require just compensation to the billboard owner in the event a billboard was required to be taken down or moved due to condemnation or other regulatory rules. After the testimony the proposed ordinance was tabled for further review. City Attorney commented that she might provide a legal opinion on the issue. (Ex 1)

2017-10-10 - City passed 1st Resolution No. 2017-27, A Resolution Adopting a Six-Month Moratorium on New Off-Premise Billboards for the City of Alamogordo. (presented by Darron Williams, City Planner and Petria Schreiber, City Attorney) – expiration date of April 10, 2018 (Ex 2)

~~**2017-10-10 – City Regular Meeting Minutes - have workshop to decide if they should get rid of all signs and if they can handle the cost - "billboard companies are very litigious," and "bound to get us a lawsuit."**~~

2018-04-03 - City passed 2nd Resolution No. 2018-12 – A Resolution Extending the Six-Month Moratorium on New Off-Premise Billboards for the City of Alamogordo - adding imprisonment for up to ninety (90) days as additional possible penalty for non-compliance - expiration date of October 3, 2018 (Ex 3)

2023-05-23 - City passed 3rd Resolution 2023-19 A Resolution Adopting a Six-Month Moratorium on New Off-Premise Billboards for the City of Alamogordo - states City is in the process of updating the Code of Ordinances, which will include language pertaining to signs and billboards; does not include penalties for non-compliance. Executed by Susan L. Payne, Mayor, Approved as to form by Ashley Smith, City Attorney – expiration date of November 23, 2023 (Ex 4)

2023-12-01 - Lindmark submitted 2 permit applications – 1601 Indian Wells (Ex 5) and 1101 10th St. (Ex 6) which were both approved 12/21/2023 by Zoning and Shelbe Abbott – “Per City Attorney need to approve since moratorium expired. S. Rael”

2024-03-26 - City passed 4th Resolution No. 2024-20 – A Resolution Adopting a Six-Month Moratorium of new Off-Premise Billboards for the City of Alamogordo – which again stated the City was in the process of updating the Code of Ordinances, which will include language pertaining to Signs and Billboards - Expiration date of September 26, 2024 (Ex 7)

2024-09-27 - Lindmark submits two permit applications at 821 US HWY 70 W and 220 US HWY 54 by email to Shelbe Abbott (Ex 8)

2024-10-03 - Stella Rael (City) submitted Agenda item to renew moratorium (Ex 9)

2024-10-04 - Shelbe Abbott advised Lindmark City denied both permits (Ex 10)

2024-10-07 - Lindmark emailed and asks why denied – Shelbe deferred to City Planner (Ex 11)

2024-10-08 - City passed 5th Resolution No. 2024-65 – A Resolution Adopting a Six-Month Moratorium of new Off-Premise Billboards for the City of Alamogordo implementing a new Moratorium for another 6 months to update Code of Ordinances – moratorium has been off and on for 6 years, 11 months 29 days, - and no proposals regarding billboards had been submitted for inclusion in the Code of Ordinances- expiring April 8, 2025 (Ex 12)

2024-10-11 to 10-22-2024 - Lindmark followed up multiple times for explanation of denial (Ex 13)

2024-10-22 S. Abbott advised Acting City Manager made decision because she anticipated that moratorium would soon be extended; **then advised that the moratorium was extended on 10/8 – before the city responded to Lindmark’s multiple inquiries** (Ex 14)

2024-10-22 Lindmark asks S. Abbott to request that the City Mgr reconsider since they have had previous permits approved between moratoriums (EX 15)

2024-10-30 - Lindmark followed up for explanation; Abbott advised that City Mgr was aware applications were submitted prior to moratorium was adopted and still directed her to deny them. (EX 16)

2025-01-06 - Lindmark sent letter to Acting City Manager requesting reconsideration, copied Stella Rael, City Planner and Ashley Smith, City Attorney (Ex 17)

2025-01-27 - Lindmark follow up to City Mgr requesting reconsideration (Ex 18)

2025-01-29 - S. Hernandez (City Manager) responds and denies request (Ex 19)

2025-03-25 - City passed 6th Resolution No. 2025-09 – A Resolution Adopting a Six-Month Moratorium on New Off-Premise Billboards for the City of Alamogordo – on task list for 7 years, 5 months 16 days - and no proposals regarding billboards had been submitted for

inclusion in the Code of Ordinances nor does the City seem intent on doing so - date of expiration is September 25, 2025 (Ex 20)

ORDINANCE NO. 1542

AN ORDINANCE ADDING NEW SECTIONS TO CHAPTER 3 ESTABLISHING A MORATORIUM ON NEW, OFF-PREMISE BILLBOARD ADVERTISING WITHIN CITY LIMITS

WHEREAS, the Alamogordo City Commission recognizes the propagation of off-premise advertising on elevated signs, identified as billboards, has become an eye-sore and significantly detracts from the City's goal of enhanced aesthetics and improved image, especially along primary corridors like White Sands Boulevard; and,

WHEREAS, the City Commission recognizes the City's need to be proactive in establishing the first step towards a comprehensive sign ordinance and enrich our community's visual image; and,

WHEREAS, the City Commission finds it necessary to establish a moratorium on the placement of any new, off-premise advertising billboards to interrupt uncontrolled cluttering of city thoroughfares.

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo that new sections be added to Chapter 3-01 of the *Alamogordo Code of Ordinances* to read as follows:

03-01-080. Definitions

- a) Billboard means a permanent structure sign which meets any one or more of the following criteria:
- a. it is used for the display of off-premise commercial messages; or
 - b. it is used for general advertising for hire; or
 - c. it functions economically and operationally independent from the principal use of the land on which it is located.

The term "billboard" applies to all physical parts of the sign, including display faces, structure, support poles, attached ladders, attached catwalks, and appurtenant lighting systems, and visual display systems. Billboards are anything that exceeds 300 square feet total sign area and is mounted taller than 15 feet above ground.

- b) Off-premise sign means a sign displaying a commercial message that pertains to a business, person, organization, activity, event, place, service or product not principally located, or primarily manufactured, or sold on the premises on which the sign is located. The on-premise/off-premise distinction applies only to commercial messages.

03-01-085. Billboards.

- (a) It shall be unlawful for any person or business to erect or place any billboard within city limits.
- (b) For those off-premise advertising billboards currently in place, with a lease, or billboards not yet placed but have an active lease signed before the date of implementation of this

ordinance, billboard lease shall have five (5) years to terminate lease and remove billboard.

- (c) Appeals will be heard by the City Commission with recommendation of action by the Planning and Zoning Commission to obtain a twelve (12) month extension up to, but not exceeding a maximum of ten (10) years in total.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2017.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

RESOLUTION NO. 2017-27

A RESOLUTION ADOPTING A SIX MONTH MORATORIUM ON NEW OFF-PREMISE BILLBOARDS FOR THE CITY OF ALAMOGORDO

WHEREAS, the City Commission recognizes the propagation of off-site commercial advertising, identified as billboards, significantly detracts from the City of Alamogordo's goal of enhanced aesthetics and improved image; and,

WHEREAS, the City Commission has rapidly growing concern with billboards and their potential for negative impact on public safety, for conflict with compatibility of surrounding land use, and for the need to protect the public investment in streets and highways; and,

WHEREAS, the City of Alamogordo defines a billboard under this moratorium as any off-premise advertising done on an elevated sign, that which is mounted on a wood, composite, or metal structure equal to or greater than four (4) feet in height off the ground, that has a sign face equal to or greater than one hundred (100) square feet, including but not limited to digital display; and,

WHEREAS, the City defines an off-premise sign as any sign displaying a commercial message that pertains to a business, person, organization, activity, event, place, service, or product not principally located, or primarily manufactured, or sold on the premises on which the sign is located; and,

WHEREAS, this moratorium applies to new electronic billboards, as well as a moratorium on converting existing billboards into electronic signs.

WHEREAS, the City Commission finds it necessary to establish a halt on the placement of any new, off-premise advertising billboards to interrupt the aforementioned concerns; and,

WHEREAS, the penalty for non-compliance may be an administrative fee of five hundred dollars (\$500) in accordance with Section 2-01-030(1) and may be liable for additional penalties according to Section 1-01-100 with a fine of not more than five hundred dollars (\$500), imprisonment for up to ninety (90) days, or both; therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALAMOGORDO NEW MEXICO that a moratorium is established, as of the recording of

this signed ordinance, against placement of any new, off-site advertising billboards within city limits for a period of six (6) months.

DONE this _____ day of _____, 2017.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Petria Schreiber, City Attorney

RESOLUTION NO. 2018-12

A RESOLUTION EXTENDING THE SIX MONTH MORATORIUM ON NEW OFF-PREMISE BILLBOARDS FOR THE CITY OF ALAMOGORDO

WHEREAS, the City Commission continues to recognize the propagation of off-site commercial advertising, identified as billboards, can significantly detract from the City of Alamogordo's goal of enhanced aesthetics and improved image; and,

WHEREAS, the City of Alamogordo defines a billboard under this moratorium as any off-premise advertising done on an elevated sign, that which is mounted on a wood, composite, or metal structure equal to or greater than four (4) feet in height off the ground, that has a sign face equal to or greater than one hundred (100) square feet, including but not limited to digital display; and,

WHEREAS, the City defines an off-premise sign as any sign displaying a commercial message that pertains to a business, person, organization, activity, event, place, service, or product not principally located, or primarily manufactured, or sold on the premises on which the sign is located; and,

WHEREAS, as a result of the above, the City Commission passed Resolution No. 2017-27 on October 10th, 2017 establishing a six month moratorium on new off-premise billboards, and;

WHEREAS, this moratorium will continue to apply to new electronic billboards, as well as continuing a moratorium on converting existing billboards into electronic signs.

WHEREAS, the City Commission finds it necessary to extend the halt on the placement of any new, off-premise advertising billboards for an additional six months to interrupt the aforementioned concerns so that City Staff can determine if a more permanent ordinance should be established; and,

WHEREAS, the penalty for non-compliance may be an administrative fee of five hundred dollars (\$500) in accordance with Section 2-01-030(1) and may be liable for additional penalties according to Section 1-01-100 with a fine of not more than five hundred dollars (\$500), imprisonment for up to ninety (90) days, or both; therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALAMOGORDO NEW MEXICO that a moratorium is established, as of the recording of

this signed ordinance, against placement of any new, off-site advertising billboards within city limits for an additional period of six (6) months.

DONE this _____ day of _____, 2018.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Petria Schreiber, City Attorney

RESOLUTION NO. – 2023-19

A RESOLUTION ADOPTING A SIX-MONTH MORATORIUM ON NEW OFF-PREMISE BILLBOARDS FOR THE CITY OF ALAMOGORDO

WHEREAS members of the City of Alamogordo City Commission have requested that staff establish a six-month moratorium on new off-premise billboards.

WHEREAS the City Commission continues to recognize the propagation of off-site commercial advertising, identified as billboards, can significantly detract from the city of Alamogordo's goal of enhanced aesthetics and improved image; and,

WHEREAS the City of Alamogordo defines a billboard under this moratorium as any off-premise advertising done on an elevated sign, that which is mounted on a wood, composite, or metal structure equal to or greater than four (4) feet in height off the ground, that has a sign face equal to or greater than one hundred (100) square feet, including but not limited to digital display; and

WHEREAS the City of Alamogordo defines an off-premise sign as any sign displaying a commercial message that pertains to a business, person, organization, activity, event, place, service, or product not principally located, or primarily manufactured, or sold on the premises on which the sign is located; and

WHEREAS the City of Alamogordo passed Resolution No. 2018-12 on April 3, 2018, establishing a six-month moratorium on new off-premise billboards, which expired on October 3, 2018, and;

WHEREAS the City of Alamogordo is in the process of updating the Code of Ordinances, which will include language pertaining to Signs and Billboards.

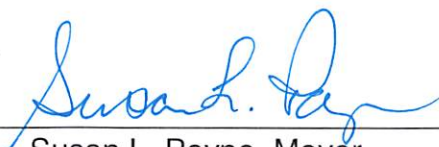
WHEREAS this moratorium will continue to apply to new electronic billboards, as well as continuing a moratorium on converting existing billboards into electronic signs.

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

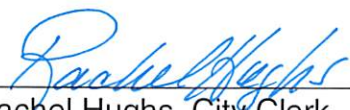
The City Commission resolves to adopt Resolution No. 2023-19 and implement
this update to the Comprehensive Plan.

PASSED, APPROVED AND ADOPTED this 23rd day of May, 2023.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: 
Susan L. Payne, Mayor

ATTEST:


Rachel Hughes, City Clerk

APPROVED AS TO FORM:


Ashley Smith, City Attorney



CITY OF ALAMOGORDO
Ordinance Plan Review
Commercial

For Office Use Only	
ORN #:	23-0742
Address:	1601 Indian Wells
Date:	12.21.2023

Rec'd via email.

All of the following are required for Ordinance Plan Review:

- I. Two (2) complete sets of plans or Scope of Work (When applicable)**
- II. This checklist**
- III. Completed State Permit Application**

All items below must appear on plans or scope of work

Is this application for: ☐ Foundation Repair/ Foundation Only ☐ Re-Roof ☐ Interior Remodel ☐ Carport
☐ Solar ☐ Windows ☐ Porch ☒ Sign

- ☒ 1. Name, address, phone number and license number of the builder appear on all sheets.
- ☒ 2. Street address of property appears on all sheets.

12/01/2023

Date

1601 Indian Wells

Property Street Address

Thomas Palmer

Signature of Applicant, or Agent for Applicant

Digitally signed by Thomas Palmer
Date: 2023.12.01 09:35:09 -07'00'



State of New Mexico – Construction Industries Division
Multi Purpose State Building Application

Santa Fe 2550 Cerrillos Rd, Santa Fe NM 87505 505-476-4700
Albuquerque 5500 San Antonio NE, Albuquerque NM 87109 505-222-9800
Las Cruces 505 S. Main St. Ste. 103, Las Cruces NM 88004 575-524-6320
Web: <https://www.rld.nm.gov> email: CID.PERMITHelp@rld.nm.gov

The following information MUST be provided. Any missing information may delay processing.

Date Issued: _____ Processed by: _____ Tracking/Permit Number: _____
Received by: Mail /Walk-in _____ Check #: _____ Total Fees: \$ _____ Bal Due: \$ _____

Application Type: (check box)

☒ Commercial ☐ Residential ☐ Public School

Scope of Work:

☒ General Building ☐ Foundation ☐ Roofing ☐ Demolition

Is this project funded by the state or a municipality or a political subdivision of the state?

NO

Is this project for a public school or a charter school under the authority of Public School Finance Authority (PSFA)?

NO

Is this project federally funded or within tribal lands?

NO

Permit contact information:

Property Owner: MICHAEL & SARA PASDEN
First Name Last Name
Address: 2410 TELLES ALAMOGORDO NM 88310
Street Address City State Zip Code
Email Address: MICHAELPASDEN@YAHOO.COM Phone: () 575-491-0488

Contractor: THOMAS PALMER
First Name Last Name
Address: 2700 TECHNOLOGY PLACE NORMAN OK 73071
Street Address City State Zip Code
Email Address: TOM@LINDMARKCOMPANIES.COM Phone: () 575-624-1615 x112

Design Professional: JOHN SKWIOT
First Name Last Name
Address: TUCSON AZ
Street Address City State Zip Code
Email Address: CONTACT@FJSENGINEERING.COM Phone: () 520-490-3311

Type of Construction

Occupancy Group (Residential)

Occupancy Group (Commercial)

Division

I	II	III	IV	V	A	B
R-3	S-2	U				
A	B	E	F	H	I	M
1	2	3	4	5		

Valuation/Sign Contract: \$38,000.00

Description of work to be performed: INSTALL BILLBOARD STRUCTURE

Energy Compliance

Climate Zone

Types of Construction

Total Square Footage

Fire Sprinklers Apply

LP Gas Appliance Apply

Prescriptive		Trade-off		Performance		Energy Code Not Applicable	
1	2	3	4	5	6	7	NA
Wood	Metal Frame	Masonry	Adobe	Rammed Earth	Metal Structure	Other	
100							
YES		NO					
YES		NO					

Plan Review required from following Bureaus:

General Building Modular Electrical Mechanical/Plumbing LP Gas

I hereby state, acknowledge and affirm, under penalty of perjury that, I am an employee of the contractor requesting this permit, the contractor is an active licensed contractor in New Mexico having the appropriate classification for the scope of work to be completed as noted on the permit. I am authorized to request this permit, all information provided in this application is true and correct and accurate, and if issued the permit, the contractor shall fully comply with all requirements of the Construction Industries Licensing Act, its rules, codes and standards in fulfilling all work to be completed pursuant to this permit.

Thomas
Palmer

Digitally signed by
Thomas Palmer
Date: 2023.11.15
08:59:51 -07'00'

Date: _____

X _____
Shirley Abbott Luyra, C.O.A., approved 12.21.2023

Date Received DEC 21 2023

CITY OF ALAMOGORDO
ORDINANCE REVIEW APPLICATION

1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310
575/439-4220 FAX: 575/439-4343
PNZ@CI.ALAMOGORDO.NM.US

Receipt # 2260

PF: 011-3705-312.11-06

FEE: \$ 75.00

\$100.00
☐ INTERIOR (C)
☐ SOLAR PANELS (GROUND)
☐ SWIMMING POOLS

\$75.00 FEE
☐ ACCESSORY BUILDINGS/CARPORT
☐ CELL/COMMERCIAL TOWERS
☒ **SIGNS/BILLBOARDS**
☐ NEW RESIDENTIAL/ADDITION

\$50.00 FEE
☐ DEMOLITION
☐ FOUNDATION REPAIR

\$30.00 FEE
☐ REROOF
☐ WINDOWS
☐ INTERIOR(R)
☐ SOLAR (R)

\$150.00-\$600.00
☐ NEW COMMERCIAL

10x THE FEE
☐ VIOLATION FEE

Please, use this form to apply for ordinance review, with a building permit application for construction. Use this form as a supplement to a building permit application. For analysis of any construction project, please submit a site plan and building plans.

Address of Subject Property:	<u>1601 Indian Wells Rd.</u>
Legal Description	<u>SUBD: DUNN ADDITION LOT:205 E 110' BLOCK:200</u>
The property currently is used for the following uses:	<u>Retail Sales</u>

Applicant Information

Name:	<u>Thomas Palmer</u>
Address:	<u>2104 South Sunset Ave., Roswell NM 88203</u>
Business Name:	<u>Lindmark Outdoor Media</u>
Phone:	<u>575-624-1615 X112</u>
E-Mail:	<u>tom@lindmarkcompanies.com</u>
May we use e-mail to contact you regarding this request?	☒ Yes ☐ No

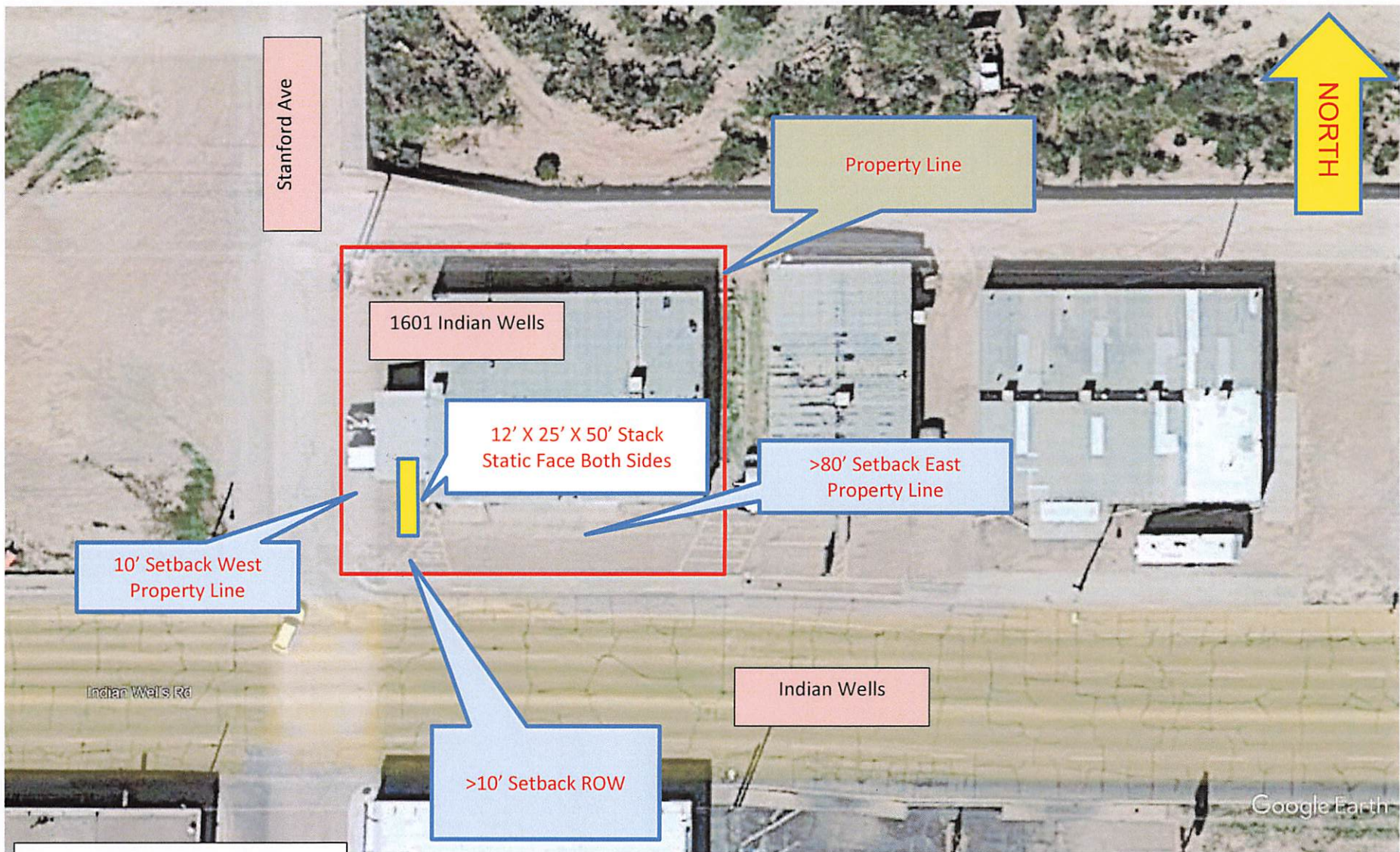
Are you the property owner? ☐ Yes ☒ No	Property Owner Name <u>PASDEN, MICHAEL & SARA L</u>
	Address: <u>2410 TELLES ALAMOGORDO, NM 88310</u>
	Phone: <u>575-491-0488</u> E-Mail: <u>michaelpasden@yahoo.com</u>
	What is your relationship to the property owner? <u>We have a Land Lease with the Landowner for a Billboard</u>

Property Use Information

The proposed use of the property: 1) continues the current use <u>xx</u> yes <u> </u> no; and/ or 2) will be the following: <u>Install Billboard Structure</u>
--

Numeric Characteristics	EXISTING	PROPOSED
Lot Area:		
Lot Width/ Frontage:		
Business Building Floor Area		
# Open Parking Spaces:		
# Enclosed Parking Spaces:		
# Dwelling Units:		
Building Height		

12/21/23. Zoning approved. Need to approve since moratorium expired. Frank



Lindmark Outdoor Media
New Billboard
1601 Indian Wells
Alamogordo NM
Tom Palmer

Approved
City of Alamogordo
Shelbe Abbott-Luyra
Ordinance Review Only
12.21.2023

Contractors	License #
Construction	390455
Tom Palmer	
2104 S. Sunset Ave.	
Roswell, NM 88203	
575-624-1615 X112	
Electrical	C391497
Phil Wall	
PO Box 1741	
Capitan, NM 88316	
575-937-6466	

NOT TO SCALE

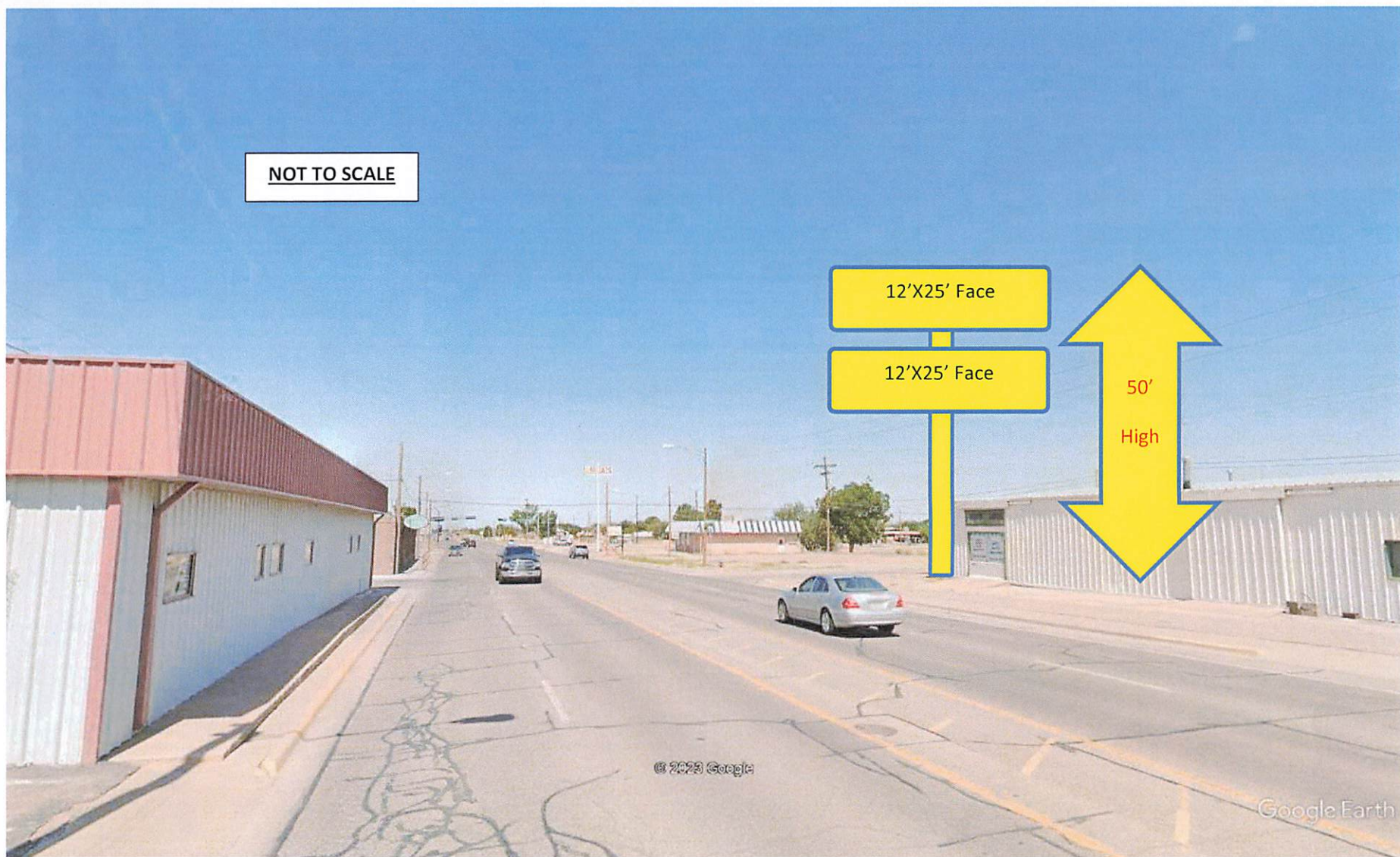
12'X25' Face

12'X25' Face

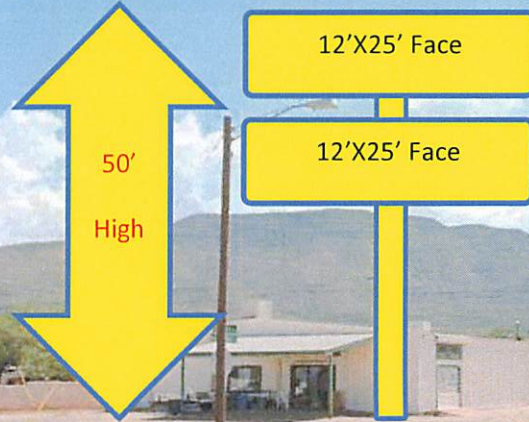
50'
High

© 2023 Google

Google Earth



NOT TO SCALE



© 2023 Google

Google Earth

Parcel: 01N4056093335139

Account Number
R013744

Parcel Number
01N4056093335139

Site Address
1601 INDIAN WELLS RD ALAMOGORDO
88310

Tax Year
2023

Legal Description
Subd: DUNN ADDITION Lot: 205 E110'
Block: 200

Owner
PASDEN, MICHAEL & SARA L

Owner Address
2410 TELLES ALAMOGORDO, NM 88310

Subdivision
105

Block
200

Lot
205 E110'

Tax Area ID
01_NR

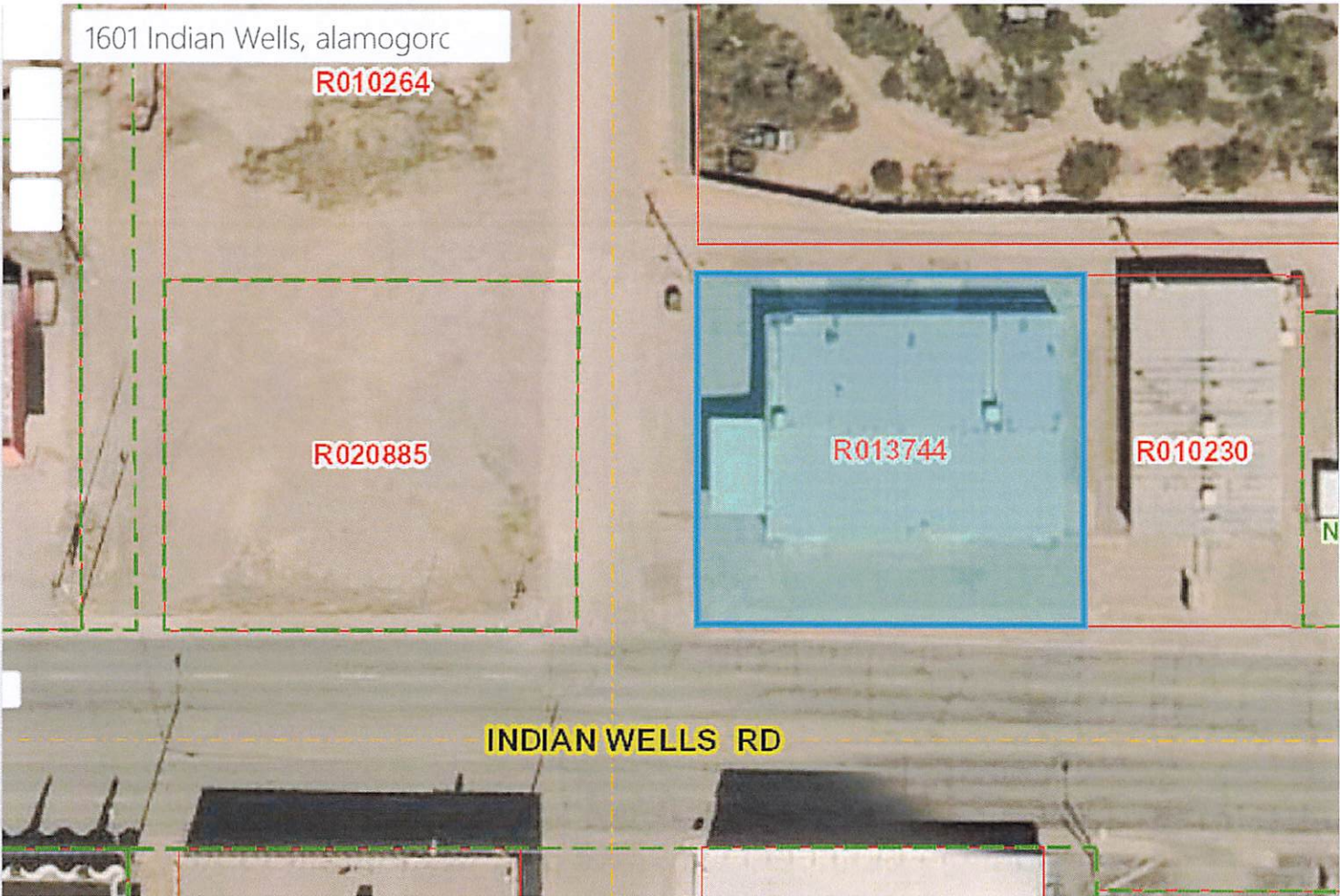
Final Actual Value
\$98,248.00

Land Actual Value
\$28,736.00

Improvements Actual Value
\$69,512.00

Section
N/A

Township



LINDMARK

Outdoor Media

BILLBOARD LEASE AGREEMENT [NEW LOCATION]

Permit No. TBD

Lease No. F90

Structure No. F60

This Lease Agreement (the "Agreement") is hereby entered into as of the Effective Date, which term is defined hereinbelow, by and between the undersigned landowner(s) ("Lessor") and Lindmark Outdoor (Media), which has a principal office address of 2700 Technology Place, Norman, Oklahoma 73071 ("Lessee"). The term "Lessee" shall also include Lessee's employees, agents, successors, and assigns.

1. For and in consideration of the sum of Fifty Dollars (\$50) paid unto Lessor contemporaneously with the execution of this Agreement, as well as the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Lessor does hereby lease and grant exclusively to Lessee, the use of the premises described below (the "Property") for the purpose of constructing, reconstructing, placing, and maintaining an off-premise outdoor advertising sign structure and certain other equipment, such term shall include but not be limited to lighting and communications equipment to be located on or immediately abutting the sign structure, (collectively the "Sign") thereon as follows: street address or other general Property identifier:

1601 Indian Wells Alamogordo, NM

A more detailed description of the Property is attached hereto and incorporated herein as Exhibit "A." Lessee may construct, reconstruct, place, and maintain the Sign on the Property, and cut and control vegetation on the Property, which in any way obstructs the visibility of the Sign. Lessee is specifically granted the right of ingress and egress to the Property that is reasonably required to construct, reconstruct, place, and maintain the Sign. Furthermore, Lessor hereby expressly agrees to grant any right-of-way or easement to Lessee or third-party utility company that may be necessary to run electrical power lines to the Sign. Such right-of-way or easement shall be granted without Lessor receiving any additional compensation or additional consideration other than the rental described in paragraph 3. Lessor represents and warrants Lessor is the owner or agent of the Property with full right and authority to make this Agreement, and Lessor covenants that no part of the Property, or any adjoining property owned or controlled by Lessor, will be used for off-premises outdoor advertising purposes by anyone other than Lessee. Lessor will not permit the Sign to be obstructed. Lessor guarantees to Lessee free access to and use of any part of the Property, and any structure located thereon, as may be necessary for Lessee to hang scaffolds, construct, reconstruct, hang, post, paint, illuminate, repair, or remove its advertisement(s) and/or the Sign.

12. This Agreement constitutes the entire agreement of the parties and supersedes any prior written or oral agreement between the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written addendum specifically referring to this Agreement signed by all of the parties hereto. An addendum IS ☒ IS NOT ☐ attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 20² day of March, 2023 (the "Effective Date").

Lessor:

Michael & Sara Pasden

By: Michael Pasden

Michael Pasden (Printed Name)

OWNER (Title)

(EIN/SSN)

(Address)

(Phone)

(Email)

SARA L. PASDEN
Sara L. Pasden

Lessee:

Lindmark Outdoor (Media)

By: Tom Palmer

Tom Palmer (Printed Name)

Real Estate Manager (Title)

EXHIBIT "A"

1601 Indian Wells, Alamogordo, NM

Legal Description: SUBD: DUNN ADDITION LOT: 205 E110' BLOCK: 200

County: OTERO, NM

APN: R013744

Alternate APN: 01N4056093335139

Approximately GPS: 32.915308, -105.941755

ADDENDUM TO BILLBOARD LEASE AGREEMENT

Permit No. TBD

Site No. F90

The parties to that certain Billboard Lease Agreement (the "Agreement") relating to the Property described therein and entered into as of the Effective Date do hereby enter into this Addendum to Billboard Lease Agreement (the "Addendum") and do hereby amend the terms of the Agreement as follows:

Paragraph 3 shall be replaced in its entirety with below:

Except as otherwise modified herein, the Agreement shall remain in full force and effect. Should any term of this Addendum conflict with a term of the Agreement, then the term of this Addendum shall apply and control. Any term not defined herein shall have the meaning ascribed to it in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the Effective Date.

Lessor:

Michael & Sara Pasden

By:

Michael Pasden

Michael Pasden (Printed Name)

OWNER (Title)

____ (EIN/SSN)

____ (Phone)

____ (Email)

Sara L. Pasden
SARA L. PASDEN

Lessee:

Lindmark Outdoor (Media)

By:

Tom Palmer

Tom Palmer (Printed Name)

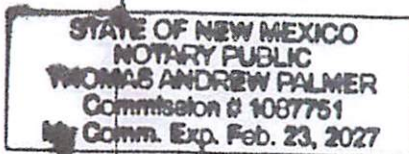
Real Estate Manager (Title)

STATE OF New Mexico
COUNTY OF Otero

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this, the 20th day of March, 2023, within my jurisdiction, the within named Michael Paschen, who acknowledged that (he)(she)(they) executed the above and foregoing instrument. Spmt Paschen

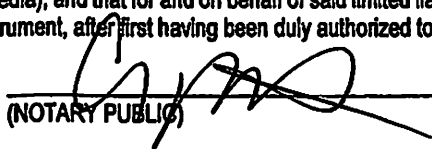
[Signature]
(NOTARY PUBLIC)

My commission expires:
2-23-2027 (SEAL)



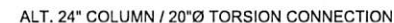
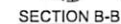
STATE OF New Mexico
COUNTY OF Chaves

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this the 23rd day of March, 2023, within my jurisdiction, the within named Tom Palmer, who acknowledged that he is Real Estate Manager of Lindmark Outdoor (Media), and that for and on behalf of said limited liability company and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized to do so.


(NOTARY PUBLIC)

My commission expires:
10-11-2026 (SEAL)

STATE OF NEW MEXICO
NOTARY PUBLIC
CYNTHIA ORTIZ
COMMISSION NUMBER 1122497
EXPIRATION DATE 10-11-2026



SAFETY CABLE MOUNTING

[illegible]

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	COVER SHEET
	PROJ. NO.: LIND-23-005 DATE: Oct-23		PAGE NO.: 1

SIGN INFORMATION		DESIGN CRITERIA	
OWNER/APPLICANT:	LINDMARK BILLBOARDS	CODE:	2021 IBC
FACE SIZE (FT):	24.5 x 22	DESIGN LOADS:	
LOCATION:	NEW MEXICO		
OVERALL HEIGHT (FT):	51	DEAD:	
H.A.G.L. (FT):	23	STATIC FACE:	2.5 PSF
APRON HEIGHT (FT):	3	LED PANEL:	N/A LBS
SIGN TYPE:		PIGEON PAN:	N/A PSF
☒ CENTER MOUNT ☐ PARTIAL FLAG ☐ FULL FLAG ☐ COLUMN OFFSET ☐ V-BUILD ☒ BACK TO BACK ☐ SINGLE FACE ☐ MULTI-POST		OTHER MEMBERS AS NOTED IN CALCULATIONS	
FOOTING TYPE:		LIVE:	
☒ ROUND ☐ CUBE ☐ SPREAD		ON WALKWAYS:	40 PSF 300 LBS CONCENTRATED
		WIND:	
		DESIGN WIND SPEED	115 MPH
		RISK CATEGORY	II
		EXPOSURE CATEGORY	C
		SOIL:	
		IBC SOIL CLASS:	4
		LAT. BEARING PRESS.:	300 PSF/FT
		VERT. BEARING PRESS:	2000 PSF

MATERIAL SPECIFICATIONS	
STEEL:	
W-SHAPES AND WT-SHAPES:	ASTM A992, $F_y = 50$ KSI
ANGLES AND CHANNELS:	ASTM A36, $F_y = 36$ KSI
RECT. AND SQUARE HSS:	ASTM A500 GRADE B, $F_y = 46$ KSI
ROUND HSS:	ASTM A500 GRADE B, $F_y = 42$ KSI
PLATES:	ASTM A36, $F_y = 36$ KSI
PIPE:	ASTM A53B, A252 OR API 5LX, F_y AS NOTED
BOLTS:	ASTM A307, A325N AND/OR A490N AS NOTED
WELDING:	SHALL CONFORM TO AWS D1.1, WELD FILLER METAL = E70XX
CONCRETE:	$f'_c = 2500$ psi AT 28 DAYS
REINFORCING STEEL:	ASTM A706, GRADE 60 ($F_y = 60$ ksi)

REVISIONS



SIGNED 10/23/2023

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	TABLE OF CONTENTS
	PROJ. NO.: LIND-23-005 DATE: Oct-23		PAGE NO.: 2

TABLE OF CONTENTS

DESIGN SECTION	PAGES
COVER SHEET	1
TABLE OF CONTENTS	2
WIND DESIGN	3
WALKWAYS	4-5
UPRIGHTS	6-7
STRINGERS	8
SPREADERS	9
TORSION PIPE	10-12
HEAD PLATE	13-14
COLUMN	15-17
FOOTINGS	18-19

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	WIND DESIGN	
	PROJ. NO.: LIND-23-005 DATE: Oct-23		PAGE NO.:	3

SIGN INFORMATION

FACE WIDTH (B): 22 FT
 OVERALL HEIGHT OF SIGN (h): 51 FT
 HAGL: 23 FT
 FACE HEIGHT: 28 FT
 CLEARANCE RATIO (s/h): 0.549
 ASPECT RATIO (B/s): 0.786

FORCE COEFFICIENT DETERMINATION

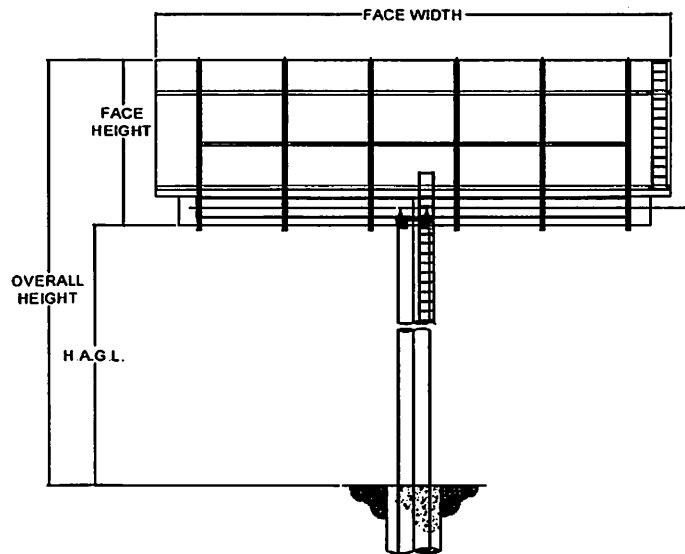
Case A and Case B

$C_f = 1.8$

Case C

Region	C_f
0 to s	N/A
s to 2s	N/A
Balance	N/A

$K_{zt} = 1.00$ Topographic factor
 $K_d = 0.85$ Wind directionality factor
 $G = 0.85$ Gust effect factor
 $V = 115$ Basic wind speed
 $K_z = 1.09$ Velocity pressure coefficient at height h



VELOCITY PRESSURE DETERMINATION

$q_z = 0.00256(K_z)(K_{zt})(K_d)(V^2) = 31.368$ PSF Velocity pressure at height z

DESIGN WIND PRESSURE DETERMINATION

p_w (Case A and B) = $q_z G C_f = 47.99$ psf Maximum wind pressure

p_w (Case C) = $q_z G C_f = N/A$ psf
 (Case C is not applicable when aspect ratio is 2 or less)

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	FRONT WALKWAY STRINGERS	
	PROJ. NO.: LIND-23-005 DATE: Oct-23		PAGE NO.:	4

WALKWAY INFORMATION

WALKWAY WIDTH: 3 FT
 MAXIMUM SIMPLE SPAN: 15.0 FT
 MAXIMUM CANTILEVERED SPAN: 5.0 FT
 STRINGER WEIGHT: 8.2 PLF
 GRATING WEIGHT: 3.14 PSF

ANGLE INFORMATION

E: 29000 KSI F_y 36 KSI
 b: 4 IN
 C_b : 1
 t: 5/16 IN
 M_y : 45.72 K-IN

WALKWAY STRINGER LOADING

DEAD LOADING

STRINGER WEIGHT:	8.2	x	2	QTY.	=	16.4	PLF
GRATING WEIGHT:	3.14	x	3	FT	=	9.42	PLF
MISC. (10% OF LOAD):	25.82	PLF	x	0.1	=	2.6	PLF
						28.4	PLF

LIVE LOADING

UNIFORM LOAD:	40.0	PSF	x	3	FT	=	120	PLF
POINT LOAD:	300	LBS						

SIMPLE SPAN CHECKS

WITH UNIFORM LIVE LOAD: $\frac{(1.2 \times 28.4 + 1.6 \times 120) \times (15)^2}{8} = 6358.6$ LB-FT

WITH CONCENTRATED LIVE LOAD:

$\frac{(1.2 \times 28.4) \times (15)^2}{8} + \frac{1.6 \times 300 \times 15}{4} = 2758.6$ LB-FT

CANTILEVERED SPAN CHECKS

WITH UNIFORM LIVE LOAD: $\frac{(1.2 \times 28.4 + 1.6 \times 120) \times (5)^2}{2} = 2826$ LB-FT

WITH CONCENTRATED LIVE LOAD:

$\frac{(1.2 \times 28.4) \times (5)^2}{2} + \frac{1.6 \times 300 \times 5}{1} = 2826$ LB-FT

ANGLE CAPACITY

$$M_e = \frac{0.66Eb^4tC_b}{L^2} \left(\sqrt{1 + 0.78 \left(\frac{Lt}{b^2} \right)^2} - 1 \right) \quad M_e = 107.3 \text{ k-in}$$

$$M_n = 0.9 \left(1.92 - 1.17 \sqrt{\frac{M_y}{M_e}} \right) M_y \leq 1.5M_y \quad M_n = 52.86 \text{ k-in} = 4387.7 \text{ LB-FT}$$

$$\text{Max. load: } \frac{6358.6}{2.00} = 3179.3 \text{ lb-ft}$$

$$\text{Max. load: } \frac{3179.3}{4387.7} \text{ lb-ft}$$

OK Unity = 0.725

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	REAR WALKWAY STRINGERS	
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WALKWAY INFORMATION

WALKWAY WIDTH: 2 FT
 MAXIMUM SIMPLE SPAN: 15.0 FT
 MAXIMUM CANTILEVERED SPAN: 5.0 FT
 STRINGER WEIGHT: 5.8 PLF
 GRATING WEIGHT: 2.00 PSF

ANGLE INFORMATION

E: 29000 KSI F_y 36 KSI L4x3x1/4
 b: 3 IN
 C_b : 1
 t: 1/4 IN
 M_y : 35.57 K-IN

WALKWAY STRINGER LOADING

DEAD LOADING

STRINGER WEIGHT:	5.8	x	2	QTY.	=	11.6	PLF
GRATING WEIGHT:	2.00	x	2	FT	=	4	PLF
MISC. (10% OF LOAD):	15.6	PLF	x	0.1	=	1.6	PLF
						17.2	PLF

LIVE LOADING

UNIFORM LOAD:	40.0	PSF	x	2	FT	=	80	PLF
POINT LOAD:	300	LBS						

SIMPLE SPAN CHECKS

WITH UNIFORM LIVE LOAD: $\frac{(1.2 \times 17.2 + 1.6 \times 80) \times (15)^2}{8} = 4179.2$ LB-FT

WITH CONCENTRATED LIVE LOAD:

$\frac{(1.2 \times 17.2) \times (15)^2}{8} + \frac{1.6 \times 300 \times 15}{4} = 2379.2$ LB-FT

CANTILEVERED SPAN CHECKS

WITH UNIFORM LIVE LOAD: $\frac{(1.2 \times 17.2 + 1.6 \times 80) \times (5)^2}{2} = 1857.4$ LB-FT

WITH CONCENTRATED LIVE LOAD:

$\frac{(1.2 \times 17.2) \times (5)^2}{2} + \frac{1.6 \times 300 \times 5}{1} = 2657.4$ LB-FT

ANGLE CAPACITY

$$M_e = \frac{0.66Eb^4tC_b}{L^2} \left(\sqrt{1 + 0.78 \left(\frac{Lt}{b^2} \right)^2} - 1 \right) \quad M_e = 42.2 \text{ k-in}$$

$$M_n = 0.9 \left(1.92 - 1.17 \sqrt{\frac{M_y}{M_e}} \right) M_y \leq 1.5M_y \quad M_n = 30.09 \text{ k-in} = 2497.1 \text{ LB-FT}$$

$$\text{Max. load: } \frac{4179.2}{2.00} = 2089.6 \text{ lb-ft}$$

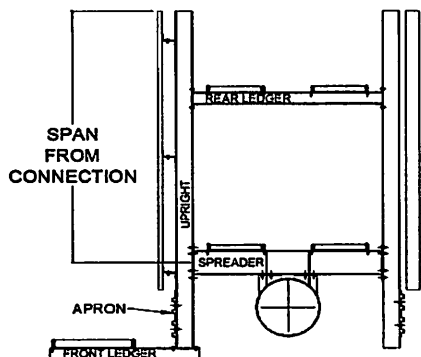
$$\text{Max. load: } \frac{2089.6}{2497.1} \text{ lb-ft}$$

OK Unity = 0.837

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	UPRIGHT DESIGN	
	PROJ. NO.: LIND-23-005 DATE: Oct-23		PAGE NO.:	6

UPRIGHT INFORMATION

DIST. BETWEEN UPRIGHTS: 15.00 FT
 MAX. SPAN FROM CONNECTION: 25.50 FT
 ECCENTRICITY OF DEAD LOAD: 2 FT
 UPRIGHT SIZE: W10X30
 UNBRACED LENGTH: 6.00 FT



LOADING INFORMATION

DESIGN WIND PRESSURE:	48.0	PSF						
UNIT LOAD ON UPRIGHT:	48.0	X	15.00	=	719.89	PLF		
DEAD LOAD ON UPRIGHT								
STRINGERS	5.8	PLF	X	15.00	X	6	=	522 LBS
FRONT WALK.	8.2	PLF	X	15.00	X	2	=	246 LBS
GRATING	9.42	PLF	X	15.00	X	1	=	141.3 LBS
REAR WALKWAY	5.8	PLF	X	15.00	X	3	=	261 LBS
GRATING	4.00	PLF	X	15.00	X	1.5	=	90 LBS
UPRIGHT	30	PLF	X	27.50			=	825 LBS
REAR LEDGER	9	PLF	X	2.00	X	2	=	36 LBS
APRON	6	PLF	X	15.00			=	90 LBS
FRONT LEDGER	9	PLF	X	6.17			=	55.53 LBS
FACE PANEL	2.5	PSF	X	9.00	X	20	=	450 LBS
MISC.	2716.83	X	0.1				=	271.683 LBS
								2988.51 LBS

UPRIGHT CAPACITY CHECKS

Yield Strength

$$M_n = M_p = F_y Z_x = 50 \text{ ksi} \times 36.60 \text{ in}^3 = 1830 \text{ k-in} = 152.5 \text{ k-ft}$$

Lateral-Torsional Buckling Strength

$$F_{cr} = \frac{C_b \pi^2 E}{\left(\frac{L_b}{r_{ts}}\right)^2} \sqrt{1 + 0.078 \frac{J_c}{S_x h_o} \left(\frac{L_b}{r_{ts}}\right)^2} = \text{N/A} \text{ ksi}$$

If $L_p \leq L_b \leq L_r$ YES

$$M_n = C_b \left[M_p - (M_p - 0.7 F_y S_x) \left(\frac{L_b - L_p}{L_r - L_p} \right) \right] \leq M_p = 1758.3 \text{ k-in} = 146.52 \text{ k-ft}$$

If $L_b > L_r$ NO

$$M_n = F_{cr} S_x \leq M_p = \text{N/A} \text{ k-in} = \text{N/A} \text{ k-ft}$$

Wind Loading

$$M_{wind} = \frac{719.89 \times (25.50)^2}{2000 \times 2} = 117.03 \text{ k-ft}$$

(Note: wind moment is shared with opposing upright)

Dead Loading

$$M_d = 2.99 \times 2.0 = 5.977 \text{ k-ft}$$

Ultimate Loading on Vertical Beam

$$M_u = 1.2 \times 5.98 + 1.0 \times 117.03 = 124.20 \text{ k-ft}$$

Beam Check

$$M_n = 0.9 \times 146.52 = 131.87 \text{ k-ft} \quad \text{OK}$$

$$\text{Unity: } \boxed{0.9418}$$

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CONNECTION DESIGN

Total number of bolts: 8 qty. Bolt size: 7/8 inch dia. Bolt cross-sectional area: 0.601 in²
Distance from plate centerline to interior bolt row: 4.5 in Design moment: 124.20 k-ft
Distance from plate centerline to exterior bolt row: 7.5 in Design shear: 3.59 kips

Bolt group centroidal moment of inertia

$$I: 4 \text{ bolts} \times (4.5)^2 + 4 \text{ bolts} \times (7.5)^2 = 306 \text{ in}^4$$

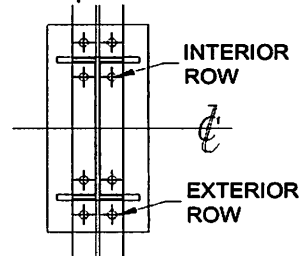
$$\text{Maximum tension on bolts: } \frac{124.20}{306.0} \times 12 \frac{\text{in}}{\text{ft}} \times 7.5 = 36.53 \text{ kips/bolt}$$

$$\text{Maximum shear on bolts: } \frac{3.59}{8.0} = 0.4483 \text{ kips/bolt}$$

Allowable tension stress (F_T): 67.5 ksi (A325)

$$\text{Applied tension on bolts (} f_T \text{): } \frac{36.53}{0.601} = 61 \text{ ksi}$$

OK



FLANGE BENDING CHECK - Per AISC Page 9-12

$$\text{Required flange thickness (} t_{min} \text{): } t_{min} = \sqrt{\frac{4.44 T b'}{p F_u (1 + \delta \alpha')}} \quad \beta = \frac{1}{\rho} \left(\frac{B}{T} - 1 \right) \quad \rho = \frac{b'}{a'}$$

$\alpha' = 1$ if $\beta \geq 1$

$\alpha' =$ the lesser of 1 and $\frac{1}{\delta} \left(\frac{\beta}{1 - \beta} \right)$ if $\beta < 1$

$\delta = 1 - \frac{d'}{p}$ ratio of the net area at bolt line to gross area
oat face of the stem or leg of angle

$$a' = \left(a + \frac{d_b}{2} \right) \leq \left(1.25b + \frac{d_b}{2} \right) \quad b' = \left(b - \frac{d_b}{2} \right)$$

b: 0.975 in (bolt center to face of stem)

b': 0.5375 in

a: 1.219 in

a': 1.65625 in

$\delta =$ 0.61 in

$\rho =$ 0.325

$\beta =$ -0.568

$\alpha' =$ -0.59

$t_{min}:$ 0.967 in

$t_f:$ 0.510 in

NO; PROVIDE STIFFENERS

T:	36.53	kips	(tension on bolt)
Bolt gauge:	2.25	inches	
t_f :	0.51	inches	(flange thickness)
b_f :	5.81	inches	(flange width)
t_w :	0.300	inches	(web thickness)
d_{bolt} :	0.88	inches	(bolt diameter)
d'_{bolt} :	0.938	inches	(hole diameter)
B:	29.8	kips	(available tension per bolt)
F_u :	65	ksi	(strength of conn. element)
p:	2.25	inches	(trib. length)

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	PROJ. NO.: LIND-23-005 DATE: Oct-23		PAGE NO.: 8

STRINGER INFORMATION:

STRINGER SPACING: 4 FT
 MAXIMUM SIMPLE SPAN: 15.0 FT
 MAXIMUM CANTILEVERED SPAN: 5.0 FT
 STRINGER WEIGHT: 8.2 PLF
 PANEL WEIGHT: 2.5 PSF

ANGLE INFORMATION

E: 29000 KSI F_y 36 KSI
 b: 4 IN
 C_b : 1
 t: 3/8 IN
 M_y : 54.00 K-IN

WALKWAY STRINGER LOADING

DEAD LOADING

PANEL WEIGHT: 2.5 PSF x 4 FT = 10 PLF
 STRINGER WEIGHT: = 8.2 PLF
 18.2 PLF

WIND LOADING

UNIFORM LOAD: 48.0 PSF x 4 FT = 191.97 PLF

SIMPLE SPAN CHECKS

$$\text{DEAD LOAD: } \frac{(1.2 \times 8.2) \times (15)^2}{8} = 276.75 \text{ LB-FT}$$

$$\text{WIND LOAD: } \frac{(1 \times 191.97) \times (15)^2}{8} = 5399.1 \text{ LB-FT}$$

CANTILEVERED SPAN CHECKS

$$\text{DEAD LOAD: } \frac{(1.2 \times 8.2) \times (5)^2}{2} = 123 \text{ LB-FT}$$

$$\text{WIND LOAD: } \frac{(1 \times 191.97) \times (5)^2}{2} = 2399.6 \text{ LB-FT}$$

ANGLE CAPACITY

$$M_e = \frac{0.66Eb^4tC_b}{L^2} \left(\sqrt{1 + 0.78 \left(\frac{Lt}{b^2} \right)^2} - 1 \right) \quad M_e = 162.1 \text{ k-in}$$

$$M_n = 0.9 \left(1.92 - 1.17 \sqrt{\frac{M_y}{M_e}} \right) M_y \leq 1.5M_y \quad M_n = 67.21 \text{ k-in} = 5578.5 \text{ LB-FT}$$

$$\text{Max. Loading} = \sqrt{M_{DL}^2 + M_{wind}^2}$$

Max. load: 5406.2 lb-ft
 Capacity: 5578.5 lb-ft

OK Unity = 0.969

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	SPREADER	
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LOAD AND CONFIGURATION INFORMATION

DEAD LOAD ECCENTRICITY:	2.00 FT	DEAD LOAD FROM UPRIGHT:	2.99 KIPS
MAX. SPREADER CANTILEVER:	2.00 FT	WIND LOAD FROM UPRIGHT:	117.0 K-FT
SPREADER SIZE:	W10X30	L_p : 4.84 FT	Z_x : 36.60 IN ³ S_x : 32.4 IN ³
SPREADER SELF-WEIGHT:	30 PLF	L_r : 16.1 FT	C_b : 1.00

CAPACITY CHECKS

$$M_{dead} = \frac{0.03 \times (2.0)^2}{2} + 2.99 \times (2.00 + 2.00) = 12.01 \text{ K-FT}$$

$$M_u = 1.2 \times 12.01 + 1.0 \times 117.0 = 131.4 \text{ K-FT}$$

1. YIELDING $\phi M_n = M_p = 0.9 F_y Z = 137.3 \text{ K-FT}$

2. LATERAL-TORSIONAL BUCKLING (DOES NOT APPLY IF UNBRACED LENGTH IS LESS THAN L_p)

$$\phi M_n = 0.9 C_b \left[M_p - (M_p - 0.7 F_y S_x) \left(\frac{L_b - L_p}{L_r - L_p} \right) \right] \leq 0.9 M_p \quad \text{N/A K-FT}$$

$$\phi M_n = 137.25 \text{ K-FT} \quad \text{Unity: } \frac{131.4}{137.25} = 0.96 \text{ OK}$$

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	TORSION	
	PROJ. NO.: LIND-23-005 DATE: Oct-23		PAGE NO.:	10

LOAD AND CONFIGURATION INFORMATION

PIPE SIZE: 20.00 x 0.625 $F_y = 50$ ksi

UNIT WEIGHT OF TORSION PIPE:	0.129 KLF	DEAD LOAD FROM UPRIGHT:	2.99 KIPS
MAX. SPREADER CANTILEVER:	2.00 FT	SIGN HEIGHT:	28.0 FT
WEIGHT OF SPREADER:	30.00 PLF	SIGN LENGTH:	22 FT
DESIGN WIND PRESSURE:	47.99 PSF	DIST. TO FIRST UPRIGHT:	15.00 FT
LENGTH OF TORSION PIPE:	15.00 FT	UPRIGHT SPACING:	15.00 FT
BOT. OF UPRIGHT TO CENTER OF TORSION PIPE:	1.50 FT		

DEAD LOAD CALCULATIONS

POINT LOADS AT SPREADER LOCATIONS: $2 \times 3.0 + (4.0 \times 0.03) = 6.10$ KIPS

DEAD LOAD SHEAR ON PIPE: $1.5 \times 6.10 + (15.0 \times 0.129) = 11.09$ KIPS

MOMENT: $6.10 \times (15.0) + 0.13 \times \left(\frac{15.00}{2}\right)^2 = 106.0$ K-FT

WIND LOAD CALCULATIONS

RESULTANT AT CENTER OF SIGN FACE: $0.0480 \times 28.0 \times 22 = 29.6$ KIPS

WIND SHEAR: $0.0480 \times 28.0 \times 11 \times 1.67 = 24.7$ KIPS

MOMENT FROM OFF-CENTER LOADING: $29.6 \times (0.2 \times 22) = 130.079$ K-FT

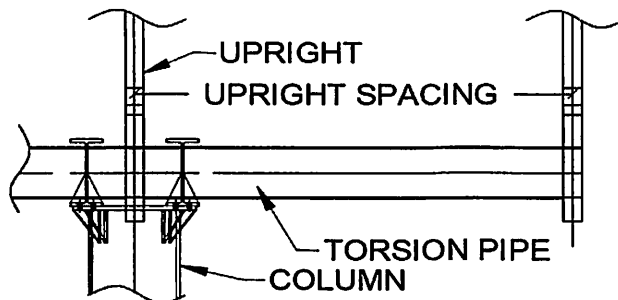
TORSION FROM POINT LOADING: $24.7 \times \left(\frac{28.0}{2.0} - 1.50\right) = 308.6$ K-FT

COMBINED LOADING

$$V = \sqrt{(1.2V_{DL})^2 + (1.0V_{wind})^2} \quad V: \quad 32.42 \quad \text{KIPS} \quad \text{SHEAR}$$

$$M = \sqrt{(1.2M_{DL})^2 + (1.0M_{wind})^2} \quad M: \quad 181.94 \quad \text{K-FT} \quad \text{MOMENT}$$

$$T: \quad 308.57 \quad \text{K-FT} \quad \text{TORSION}$$



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PIPE PROPERTIES

PIPE DIAMETER (D): 20.0 IN
 DESIGN YIELD STRENGTH (F_y): 50 KSI
 PIPE LENGTH (L): 15.00 FT
 PIPE WALL THICKNESS (t): 0.625 IN
 D/t: 32.0

ELASTIC SECTION MODULUS (S): 178.7 IN³
 MOMENT OF INERTIA (I): 1787.0 IN⁴
 PLASTIC SECTION MODULUS (Z): 234.7 IN³
 AREA OF SECTION (A): 38.0 IN²
 GROSS AREA OF SECTION (A_g): 35.5 IN²

SECTION IS COMPACT

FLEXURAL STRENGTH CALCULATIONS

1. YIELDING $M_n = M_p = F_y Z = 977.9$ K-FT

2. LOCAL BUCKLING (DOES NOT APPLY TO COMPACT SECTIONS)
NONCOMPACT SECTIONS

$$M_n = \left(\frac{0.021E}{\frac{D}{t}} + F_y \right) S = \text{N/A K-FT}$$

SLENDER SECTIONS

$$M_n = \left(\frac{0.33E}{\frac{D}{t}} \right) S = \text{N/A K-FT}$$

$M_n = 977.9$ K-FT

SHEAR STRENGTH CALCULATIONS

$$F_{cr} = \text{Greater of } \frac{1.6E}{\sqrt{\frac{L}{D}} \left(\frac{D}{t} \right)^{\frac{5}{4}}} \text{ or } \frac{0.78E}{\left(\frac{D}{t} \right)^{\frac{3}{2}}} = 203.2 \text{ KSI}$$

$$F_{cr} \leq 0.6F_y = 30 \text{ KSI}$$

$$V_n = \frac{F_{cr} A_g}{2} = V_n = 531.89 \text{ KIPS}$$

TORSION STRENGTH CALCULATIONS

$$F_{cr} = \text{Greater of } \frac{1.23E}{\sqrt{\frac{L}{D}} \left(\frac{D}{t} \right)^{\frac{5}{4}}} \text{ or } \frac{0.60E}{\left(\frac{D}{t} \right)^{\frac{3}{2}}} = 156.2 \text{ KSI}$$

$$F_{cr} \leq 0.6F_y = 30 \text{ KSI}$$

$$C = \frac{\pi(D-t)^2 t}{2} = 368.54 \text{ IN}^3$$

$$T_n = F_{cr} C = T_n = 921.35 \text{ K-FT}$$

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COMPRESSIVE STRENGTH

COMPRESSION LOADS ARE NEGLIGIBLE; ASSUME THAT $P_r/P_c = 0.05$ (CONSERVATIVE)

LOAD SUMMARY

$M_c =$	0.9	x	977.9	=	880.1	K-FT	$M_r =$	181.94	K-FT
$V_c =$	0.9	x	531.9	=	478.7	KIPS	$V_r =$	32.42	KIPS
$T_c =$	0.9	x	921.3	=	829.2	KIPS	$T_r =$	308.57	KIPS

$$\left(\frac{P_r}{P_c} + \frac{M_r}{M_c}\right) + \left(\frac{V_r}{V_c} + \frac{T_r}{T_c}\right)^2 = 0.450 \leq 1.0 \text{ OK}$$

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HEAD PLATE CHECKS

WEIGHT OF HEAD (FROM TORSION DESIGN): $11.09 \times 2 = 22.2$ KIPS
 DIST. FROM BOTTOM OF SIGN FACE TO TOP OF HEAD PLATE: -0.25 FT
 MOMENT FROM ECCENTRICITY OF HEAD LOAD: $22.2 \text{ KIPS} \times 0.05 \times 48 = 53.21$ K-FT
 MOMENT FROM WIND SHEAR: $29.56 \times \left(\frac{27.5}{2} - 0.25 \right) = 413.89$ K-FT
 TORSION ON HEAD FROM WIND FORCE: 130.08 K-FT (SEE TORSION DESIGN)

BOLT INFORMATION

DISTANCE TO Y1:	5.50	IN	BOLTS IN ROW:	4	BOLT DIA. =	1 1/4	IN
DISTANCE TO Y2:	7.00	IN	BOLTS IN ROW:	2	BOLT AREA =	1.23	IN ²
					BOLT TYPE =	A325	
DISTANCE TO X1:	5.50	IN	BOLTS IN ROW:	4	AVAILABLE SHEAR STRESS:	40.5	KSI
DISTANCE TO X2:	7.00	IN	BOLTS IN ROW:	2	AVAILABLE TENSILE STRESS:	67.5	KSI

CALCULATIONS

CENTROIDAL MOMENT OF INERTIA ABOUT Y-AXIS (I_{yy})

$$\begin{aligned}
 4 \times \left(5.5 + 7.00 \right)^2 \times 2 &= 1250 \text{ IN}^4 \\
 2 \times \left(7 \right)^2 \times 2 &= 196 \text{ IN}^4 \\
 I_{yy} &= 1446.0 \text{ IN}^4
 \end{aligned}$$

$$c = 5.50 + 7.00 = 12.50 \text{ IN}$$

$$r_x = 5.50 + 7.00 = 12.50 \text{ IN}$$

$$r_y = 5.50 + 7.00 = 12.50 \text{ IN}$$

$$r = \sqrt{r_x^2 + r_y^2} = 17.68 \text{ IN}$$

CENTROIDAL MOMENT OF INERTIA ABOUT X-AXIS (I_{xx})

$$\begin{aligned}
 4 \times \left(5.50 + 7.00 \right)^2 \times 2 &= 1250 \text{ IN}^4 \\
 2 \times \left(7.00 \right)^2 \times 2 &= 196 \text{ IN}^4 \\
 I_{xx} &= 1446.0 \text{ IN}^4
 \end{aligned}$$

$$I_{TOTAL} = 1446.0 + 1446.0 = 2892.0 \text{ IN}^4$$

$$\text{MAXIMUM TENSION ON BOLTS (T)} = \left(\frac{413.8865 + 53.21 \times 1.2}{1446.0} \right) \times 12 \frac{\text{IN}}{\text{FT}} \times 12.50 = 49.6 \text{ KIPS}$$

$$\text{MAXIMUM SHEAR ON BOLTS (V)} = \left(\frac{130.08}{2892.0} \right) \times 12 \frac{\text{IN}}{\text{FT}} \times 17.7 + \frac{29.56}{12} = 12.0 \text{ KIPS}$$

STRESS CHECKS

$$\text{TENSILE STRESS (} f_t \text{)} = \frac{49.6}{1.23} = 40.40 \text{ KSI} \quad \text{SHEAR STRESS (} f_v \text{)} = \frac{12.0}{1.23} = 9.79 \text{ KSI} \quad \text{OK}$$

NOMINAL AVAIL. TENSILE STRESS (F_{nt}): 90.0 KSI

NOMINAL AVAIL. SHEAR STRESS (F_{nv}): 54.0 KSI

AVAILABLE TENSILE STRENGTH (ADJUSTED)

$$F'_T = 1.3 F_{nt} - \frac{F_{nt}}{\phi F_{nv}} f_v = 1.3 \times 90.0 - \left(\frac{90.0}{0.75 \times 54.0} \times 9.79 \right) = 90 \text{ KSI}$$

ALLOWABLE TENSION ON BOLT: $0.75 \times 110.39 = 82.79$ KIPS
 INDUCED TENSION ON BOLT: 49.56 KIPS OK

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TORSION SADDLE PRYING CHECKS

SIZE OF SADDLE: **W27X84** BOLT TYPE: **A325**

Required flange thickness (t_{min}):
$$t_{min} = \sqrt{\frac{4.44Tb'}{pF_u(1 + \delta\alpha')}} \quad \beta = \frac{1}{\rho} \left(\frac{B}{T} - 1 \right) \quad \rho = \frac{b'}{a'}$$

$\alpha' = 1$ if $\beta \geq 1$

$\alpha' =$ the lesser of 1 and $\frac{1}{\delta} \left(\frac{\beta}{1-\beta} \right)$ if $\beta < 1$

$\delta = 1 - \frac{d'}{p}$ ratio of the net area at bolt line to gross area
out face of the stem or leg of angle

$$a' = \left(a + \frac{d_b}{2} \right) \leq \left(1.25b + \frac{d_b}{2} \right) \quad b' = \left(b - \frac{d_b}{2} \right)$$

b: 2.52 in (bolt center to face of stem)

b': 1.895 in

a: 2.230 in

a': 2.855 in

$\delta =$ 0.77 in

$\rho =$ 0.664

$\beta =$ 1.010

$\alpha' =$ 1.00

$t_{min}:$ 0.811 in

$t_f:$ 0.640 in

NO; PROVIDE STIFFENERS

T:	49.56	kips	(tension on bolt)
Bolt gauge:	5.5	inches	
$t_f:$	0.640	inches	(flange thickness)
$b_f:$	9.96	inches	(flange width)
$t_w:$	0.46	inches	(web thickness)
$d_{bolt}:$	1.25	inches	(bolt diameter)
$d'_{bolt}:$	1.375	inches	(hole diameter)
B:	82.8	kips	(available tension per bolt)
$F_u:$	65	ksi	(strength of conn. element)
p:	5.5	inches	(trib. length)

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	COLUMN CHECKS
	PROJ. NO.: LIND-23-005 DATE: Oct-23		PAGE NO.: 15

COLUMN CHECKS

PIPE SIZE: 24.00 x 0.4375 $F_y = 75$ ksi

DESIGN WIND PRESSURE: 47.99 PSF DEAD MOMENT (FROM HEAD PLATE CHECK): 53.21 K-FT
TOTAL HEIGHT OF FACE: 28.0 FT TORSION (T, RESULTING FROM WIND): 130.08 K-FT
TOTAL LENGTH OF FACE: 22.0 FT
OVERALL HEIGHT OF SIGN: 51.0 FT
HAGL: 23.0 FT

SHEAR CALCULATIONS

WIND RESULTANT ON FACE: 0.048 x 28.0 x 22.0 = 29.56 KIPS
WIND RESULTANT ON COLUMN: 0.048 x 2.0 x 23.0 = 2.21 KIPS
TOTAL WIND SHEAR (V) = 31.8 KIPS

MOMENT CALCULATIONS

DEAD LOAD MOMENT (FROM ABOVE): 53.2 K-FT
MOMENT FROM WIND: $29.56 \times \left(\frac{28.0}{2} + 23.0 \right) + 2.2 \times \left(\frac{23.0}{2} \right) = 1119.2$ K-FT

TOTAL MOMENT, $M_u = \sqrt{(1.2M_{DL})^2 + M_{wind}^2} = 1121.1$ K-FT (ULTIMATE LEVEL)

TOTAL MOMENT, $M_a = \sqrt{M_{DL}^2 + (0.6M_{wind})^2} = 673.6$ K-FT (SERVICE LEVEL, FOR FOUNDATION DESIGN)

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	COLUMN CHECKS 1
	PROJ. NO.: LIND-23-005 DATE: Oct-23		PAGE NO.: 16

PIPE PROPERTIES

PIPE DIAMETER (D):	24.0 IN	ELASTIC SECTION MODULUS (S):	187.4 IN ³
DESIGN YIELD STRENGTH (F _y):	75 KSI	MOMENT OF INERTIA (I):	2248.3 IN ⁴
PIPE LENGTH (L):	23.00 FT	PLASTIC SECTION MODULUS (Z):	242.9 IN ³
PIPE WALL THICKNESS (t):	0.438 IN	AREA OF SECTION (A):	32.4 IN ²
D/t:	54.9	GROSS AREA OF SECTION (A _g):	30.2 IN ²

SECTION IS NONCOMPACT

FLEXURAL STRENGTH CALCULATIONS

1. YIELDING $M_n = M_p = F_y Z =$ 1518.3 K-FT

2. LOCAL BUCKLING (DOES NOT APPLY TO COMPACT SECTIONS)
NONCOMPACT SECTIONS

$$M_n = \left(\frac{0.021E}{\frac{D}{t}} + F_y \right) S = 1344.3 \text{ K-FT}$$

SLENDER SECTIONS

$$M_n = \left(\frac{0.33E}{\frac{D}{t}} \right) S = \text{N/A K-FT}$$

$$M_n = 1344.3 \text{ K-FT}$$

SHEAR STRENGTH CALCULATIONS

$$F_{cr} = \text{Greater of } \frac{1.6E}{\sqrt{\frac{L}{D}} \left(\frac{D}{t} \right)^{\frac{5}{4}}} \text{ or } \frac{0.78E}{\left(\frac{D}{t} \right)^{\frac{3}{2}}} = 91.6 \text{ KSI}$$

$$F_{cr} \leq 0.6F_y = 45 \text{ KSI}$$

$$V_n = \frac{F_{cr} A_g}{2} = V_n = 678.55 \text{ KIPS}$$

TORSION STRENGTH CALCULATIONS

$$F_{cr} = \text{Greater of } \frac{1.23E}{\sqrt{\frac{L}{D}} \left(\frac{D}{t} \right)^{\frac{5}{4}}} \text{ or } \frac{0.60E}{\left(\frac{D}{t} \right)^{\frac{3}{2}}} = 70.5 \text{ KSI}$$

$$F_{cr} \leq 0.6F_y = 45 \text{ KSI}$$

$$C = \frac{\pi(D-t)^2 t}{2} = 381.54 \text{ IN}^3$$

$$T_n = F_{cr} C = T_n = 1430.8 \text{ K-FT}$$

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	COLUMN CHECKS 2
	PROJ. NO.: LIND-23-005 DATE: Oct-23		PAGE NO.: 17

COMPRESSIVE STRENGTH

COMPRESSION LOADS ARE NEGLIGIBLE; ASSUME THAT $P_r/P_c = 0.05$ (CONSERVATIVE)

LOAD SUMMARY

$M_c =$	0.9	x	1344.3	=	1209.9	K-FT	$M_r =$	1121.05	K-FT
$V_c =$	0.9	x	678.5	=	610.7	KIPS	$V_r =$	31.77	KIPS
$T_c =$	0.9	x	1430.8	=	1287.7	KIPS	$T_r =$	130.08	KIPS

$$\left(\frac{P_r}{P_c} + \frac{M_r}{M_c} \right) + \left(\frac{V_r}{V_c} + \frac{T_r}{T_c} \right)^2 = 1.000 \sim 1.0 \text{ OK}$$

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	DRILLED FOOTING	
	PROJ. NO.: LIND-23-005 DATE: Oct-23		PAGE NO.:	18

NON-CONSTRAINED POLE FOOTING DESIGN FOR DRILLED FOOTING

PER IBC SECTION 1807.3.2.1

MOMENT (FROM COLUMN DESIGN, ASD): = 673.64 K-FT

LATERAL FORCE (FROM COL. DESIGN): 31.8 x 0.6 = 19.06 KIPS (CONVERT TO ASD)

EQUIV. HEIGHT OF LATERAL LOAD ABOVE GROUND SURFACE (h): 673.6 / 19.1 = 35.3 FT

DIAMETER OF FOOTING: 4 FT

ALLOWABLE LATERAL BEARING PRESSURE: 0.3 KSF/FT

DESIGN LATERAL BEARING PRESSURE AT 1/3 EMBEDMENT DEPTH: 1.71 KSF/FT

CALCULATED "A" VALUE: $\frac{2.34}{1.7} \times \frac{19.1}{4} = 6.52$

REQUIRED MIN. EMBEDMENT DEPTH: $d = 0.5A \left\{ 1 + \left[1 + \left(\frac{4.36h}{A} \right)^2 \right]^{\frac{1}{2}} \right\} = 19.4$ FT

USE 19.5 FT FOR DESIGN PURPOSES

	FJS ENGINEERING LLC TUCSON, AZ 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: LINDMARK BILLBOARDS 2931 TEXOMA DRIVE DENISON, TX	DRILLED FOOTING	
	PROJ. NO.: LIND-23-005 DATE: Oct-23		PAGE NO.:	19

NON-CONSTRAINED POLE FOOTING DESIGN FOR DRILLED FOOTING

PER IBC SECTION 1807.3.2.1

MOMENT (FROM COLUMN DESIGN, ASD): = 673.64 K-FT

LATERAL FORCE (FROM COL. DESIGN): 31.8 x 0.6 = 19.06 KIPS (CONVERT TO ASD)

EQUIV. HEIGHT OF LATERAL LOAD ABOVE GROUND SURFACE (h): 673.6 / 19.1 = 35.3 FT

DIAMETER OF FOOTING: 5 FT

ALLOWABLE LATERAL BEARING PRESSURE: 0.3 KSF/FT

DESIGN LATERAL BEARING PRESSURE AT 1/3 EMBEDMENT DEPTH: 1.71 KSF/FT

CALCULATED "A" VALUE: $\frac{2.34}{1.7} \times \frac{19.1}{5} = 5.22$

REQUIRED MIN. EMBEDMENT DEPTH: $d = 0.5A \left\{ 1 + \left[1 + \left(\frac{4.36h}{A} \right)^2 \right]^{\frac{1}{2}} \right\} = 17.0 \text{ FT}$

USE 17.5 FT FOR DESIGN PURPOSES

City of Alamogordo
Finance Department
1376 E 9th St
Alamogordo, NM 88310-5855
(575) 439-4100
City of Alamogordo, NM

12/21/2023 01:25PM Eddie N.
000424-0008 000002260

MISCELLANEOUS

ENERGOV-ORDINANCE REVIEW
APPLICATION (PZ
2024 Item: EG262
1 @ \$75.0000

ENERGOV-ORDINANCE
REVIEW APPLICATION (PZ
(EG262)

\$75.00

\$75.00

MISCELLANEOUS

ENERGOV-ORDINANCE REVIEW
APPLICATION (PZ
2024 Item: EG262
1 @ \$75.0000

ENERGOV-ORDINANCE
REVIEW APPLICATION (PZ
(EG262)

\$75.00

\$75.00

Subtotal \$150.00

Total \$150.00

CREDIT CARD \$150.00

Change due \$0.00

Thank you for your payment

CUSTOMER COPY

CITY OF ALAMOGORDO
1376 E NINTH ST
ALAMOGORDO, NM 88310

12/21/2023

13:24:25

CREDIT CARD

MC SALE

Card #	XXXXXXXXXXXX3640
SEQ #:	8
Batch #:	1473
INVOICE	8
Approval Code:	049623
Entry Method:	Manual
Mode:	Online
Tax Amount:	\$0.00
Card Code:	M

SALE AMOUNT	\$150.00
-------------	----------

CUSTOMER COPY



8

CITY OF ALAMOGORDO
Ordinance Plan Review
Commercial

For Office Use Only	
ORN #:	23-0741
Address:	1101 10th St.
Date:	12.21.2023

Rec'd via email.

All of the following are required for Ordinance Plan Review:	
I.	Two (2) complete sets of plans or Scope of Work (When applicable)
II.	This checklist
III.	Completed State Permit Application

All items below must appear on plans or scope of work

Is this application for: ☐ Foundation Repair/ Foundation Only ☐ Re-Roof ☐ Interior Remodel ☐ Carport
☐ Solar ☐ Windows ☐ Porch ☒ Sign

- ☒ 1. Name, address, phone number and license number of the builder appear on all sheets.
- ☒ 2. Street address of property appears on all sheets.

12/01/2023
Date
1101 Tenth St.
Property Street Address

Thomas Palmer
Digitally signed by Thomas Palmer
Date: 2023.12.01 09:32:34 -07'00'
Signature of Applicant, or Agent for Applicant



State of New Mexico – Construction Industries Division
Multi Purpose State Building Application

Santa Fe 2550 Cerrillos Rd, Santa Fe NM 87505 505-476-4700
Albuquerque 5500 San Antonio NE, Albuquerque NM 87109 505-222-9800
Las Cruces 505 S. Main St. Ste. 103, Las Cruces NM 88004 575-524-6320
Web: <https://www.rld.nm.gov> email: CID.PERMITHelp@rld.nm.gov

The following information MUST be provided. Any missing information may delay processing.

Date Issued: _____ Processed by: _____ Tracking/Permit Number: _____
Received by: Mail /Walk-in _____ Check #: _____ Total Fees: \$ _____ Bal Due: \$ _____

Application Type: (check box)

☒ Commercial ☐ Residential ☐ Public School

Scope of Work:

☒ General Building ☐ Foundation ☐ Roofing ☐ Demolition

Is this project funded by the state or a municipality or a political subdivision of the state? NO
Is this project for a public school or a charter school under the authority of Public School Finance Authority (PSFA)? NO
Is this project federally funded or within tribal lands? NO

Permit contact information:

Property Owner: 10th St. Plaza LLC
First Name _____ Last Name _____
Address: PO Box 2608 Alamogordo NM 88311
Street Address _____ City _____ State _____ Zip Code _____
Email Address: 10thstplaza@gmail.com Phone: () 575-442-8857

Contractor: THOMAS PALMER
First Name _____ Last Name _____
Address: 2700 TECHNOLOGY PLACE NORMAN OK 73071
Street Address _____ City _____ State _____ Zip Code _____
Email Address: TOM@LINDMARKCOMPANIES.COM Phone: () 575-624-1615 x112

Design Professional: Frank Voss
First Name _____ Last Name _____
Address: 7264 W. Benton Dr. Frankfort IL 60423
Street Address _____ City _____ State _____ Zip Code _____
Email Address: fvoss@vossse.com Phone: () 815-595-8677

Type of Construction

I	II	III	IV	V	A	B
R-3	S-2	U				

Occupancy Group (Residential)
Occupancy Group (Commercial)

A	B	E	F	H	I	M	R	S	U
1	2	3	4	5					

Division
Valuation/Sign Contract: \$132,000

Description of work to be performed: INSTALL BILLBOARD STRUCTURE

Energy Compliance

Prescriptive	Trade-off	Performance	Energy Code Not Applicable				
1	2	3	4	5	6	7	NA
Wood	Metal Frame	Masonry	Adobe	Rammed Earth	Metal Structure	Other	

Climate Zone
Types of Construction
Total Square Footage 100
Fire Sprinklers Apply YES NO
LP Gas Appliance Apply YES NO

Plan Review required from following Bureaus:

General Building Modular Electrical Mechanical/Plumbing LP Gas

I hereby state, acknowledge and affirm, under penalty of perjury that, I am an employee of the contractor requesting this permit, the contractor is an active licensed contractor in New Mexico having the appropriate classification for the scope of work to be completed as noted on the permit. I am authorized to request this permit, all information provided in this application is true and correct and accurate, and if issued the permit, the contractor shall fully comply with all requirements of the Construction Industries Licensing Act, its rules, codes and standards in fulfilling all work to be completed pursuant to this permit.

X Thomas Palmer
Digitally signed by Thomas Palmer
Date: 2023.11.15 08:58:32 -07'00'

Date: _____

Shelley Abbott Lupa, C.O.A., approved 12.21.2023

Date Received **DEC 21 2023**

CITY OF ALAMOGORDO

ORDINANCE REVIEW APPLICATION

1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310

575/439-4220 FAX: 575/439-4343

PNZ@CI.ALAMOGORDO.NM.US**PF: 011-3705-312.11-06**

Receipt #

2260

FEE: \$ 75.00

\$75.00 FEE☐ ACCESSORY BUILDINGS/CARPORT☐ CELL/COMMERCIAL TOWERS☒ **SIGNS/BILLBOARDS**☐ NEW RESIDENTIAL/ADDITION**\$50.00 FEE**☐ DEMOLITION☐ FOUNDATION REPAIR**\$30.00 FEE**☐ REROOF☐ WINDOWS☐ INTERIOR(R)☐ SOLAR (R)**\$100.00**☐ INTERIOR (C)☐ SOLAR PANELS (GROUND)☐ SWIMMING POOLS**\$150.00-\$600.00**☐ NEW COMMERCIAL**10x THE FEE**☐ VIOLATION FEE

Please, use this form to apply for ordinance review, with a building permit application for construction. Use this form as a supplement to a building permit application. For analysis of any construction project, please submit a site plan and building plans.

Address of Subject Property: **1101 10TH ST, ALAMOGORDO, NM 88310**Legal Description **SUBD: ALAMO BLOCKS REPLAT B BLK 104 LOT: 24B BLOCK: 104**The property currently is used for the following uses: **Retail Sales****Applicant Information**

Name: Thomas Palmer

Address: 2104 South Sunset Ave., Roswell NM 88203

Business Name: Lindmark Outdoor Media

Phone: 575-624-1615 X112

E-Mail: tom@lindmarkcompanies.com

May we use e-mail to contact you regarding this request?



Yes



No

Are you the property owner?

☐ Yes☒ NoProperty Owner Name **10TH St. Plaza LLC**Address: **PO Box 2608, Alamogordo, NM 88311**Phone: **575-442-8857**E-Mail: **10thstplaza@gmail.com**

What is your relationship to the property owner?

We have a Land Lease with the Landowner for a Billboard

Property Use InformationThe proposed use of the property: 1) continues the current use xx yes no; and/ or

2) will be the following:

Install Billboard Structure**Numeric Characteristics****EXISTING****PROPOSED**

Lot Area:

Lot Width/ Frontage:

Business Building Floor Area

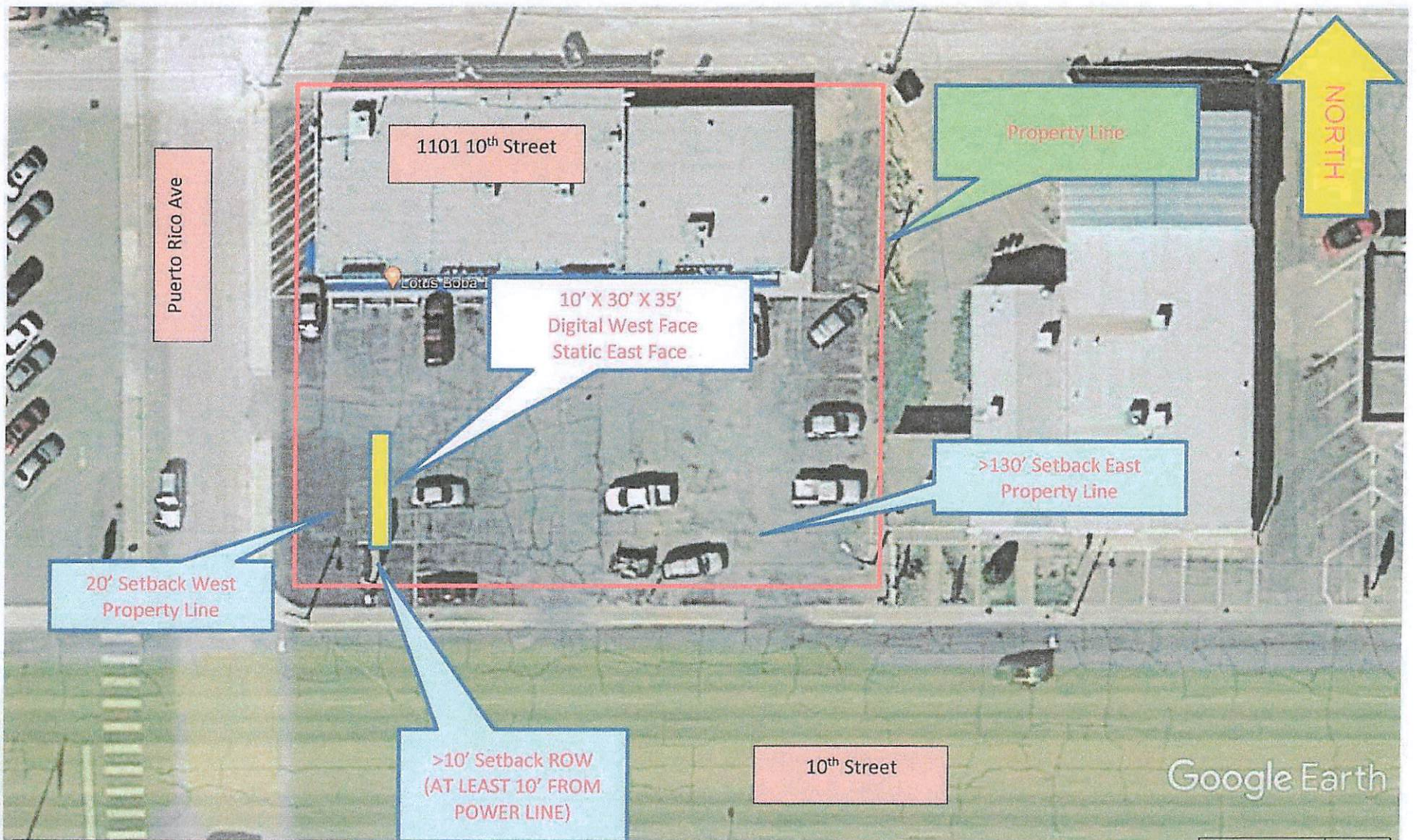
Open Parking Spaces:

Enclosed Parking Spaces:

Dwelling Units:

Building Height

12/21/23 - Zoning Approved for sign. Per City Attorney need to approve since monumentation expected. *Shane*



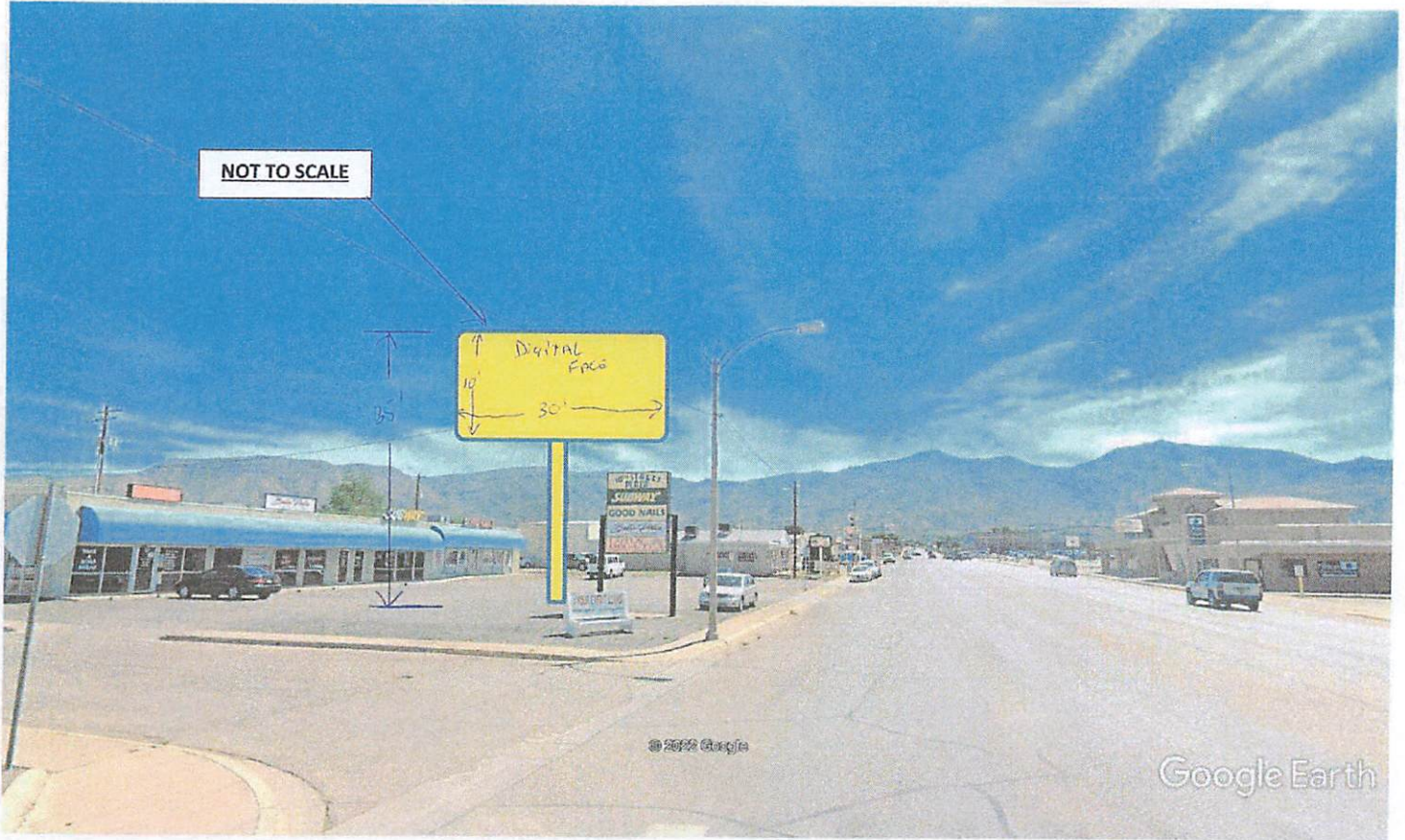
Lindmark Outdoor Media
New Billboard
1101 10th St. Alamogordo NM
Tom Palmer
575-626-8123

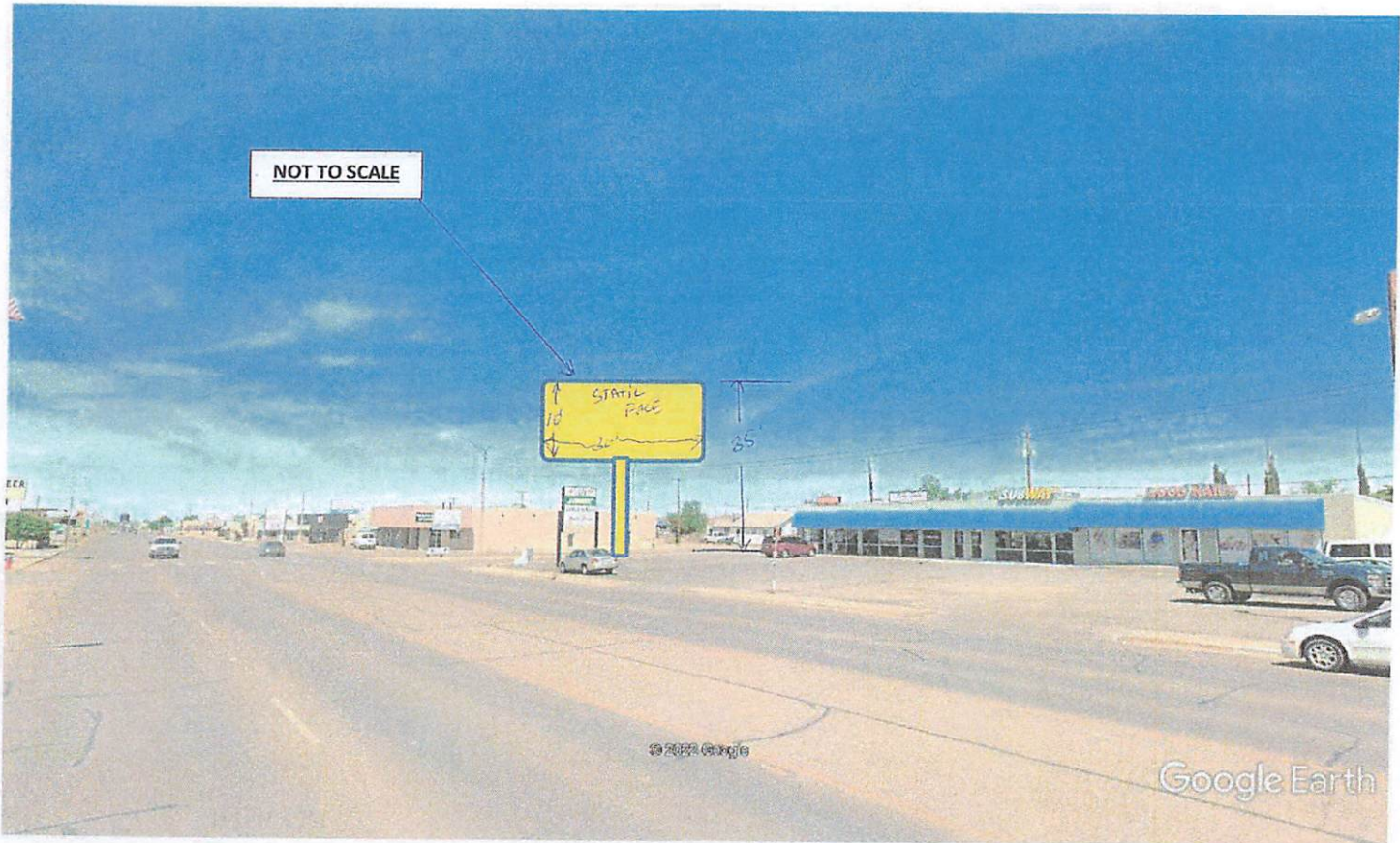
Approved
City of Alamogordo
Shirley Abbott Leyva
Ordinance Review Only
12.21.2023

Contractors	License #
Construction	390455
Tom Palmer	
2104 S. Sunset Ave.	
Roswell, NM 88203	
575-624-1615 X112	
Electrical	C391497
Phil Wall	
PO Box 1741	
Capitan, NM 88316	
575-937-6466	

ΟΙΚΟΝΟΜΟΣ ΚΕΛΕΤΗΡΗΣ

ΚΑΡ. ΟΥ ΑΓΓΕΛΟΠΟΥΛΟΥ
ΥΠΟΧΡΕΩΣΗ





Parcel: 01N4056094125163

Parcel Number
 01N4056094125163

Site Address
 1101 E TENTH ST ALAMOGORDO 88310

Tax Year
 2022

Legal Description
 Subd: ALAMO BLOCKS REPLAT B BLK 104
 Lot: 24B Block: 104

Owner
 10TH ST PLAZA LLC

Owner Address
 PO BOX 2608 ALAMOGORDO, NM 88311-2608

Subdivision
 751

Block
 104

Lot
 24B

Tax Area ID
 01_NR

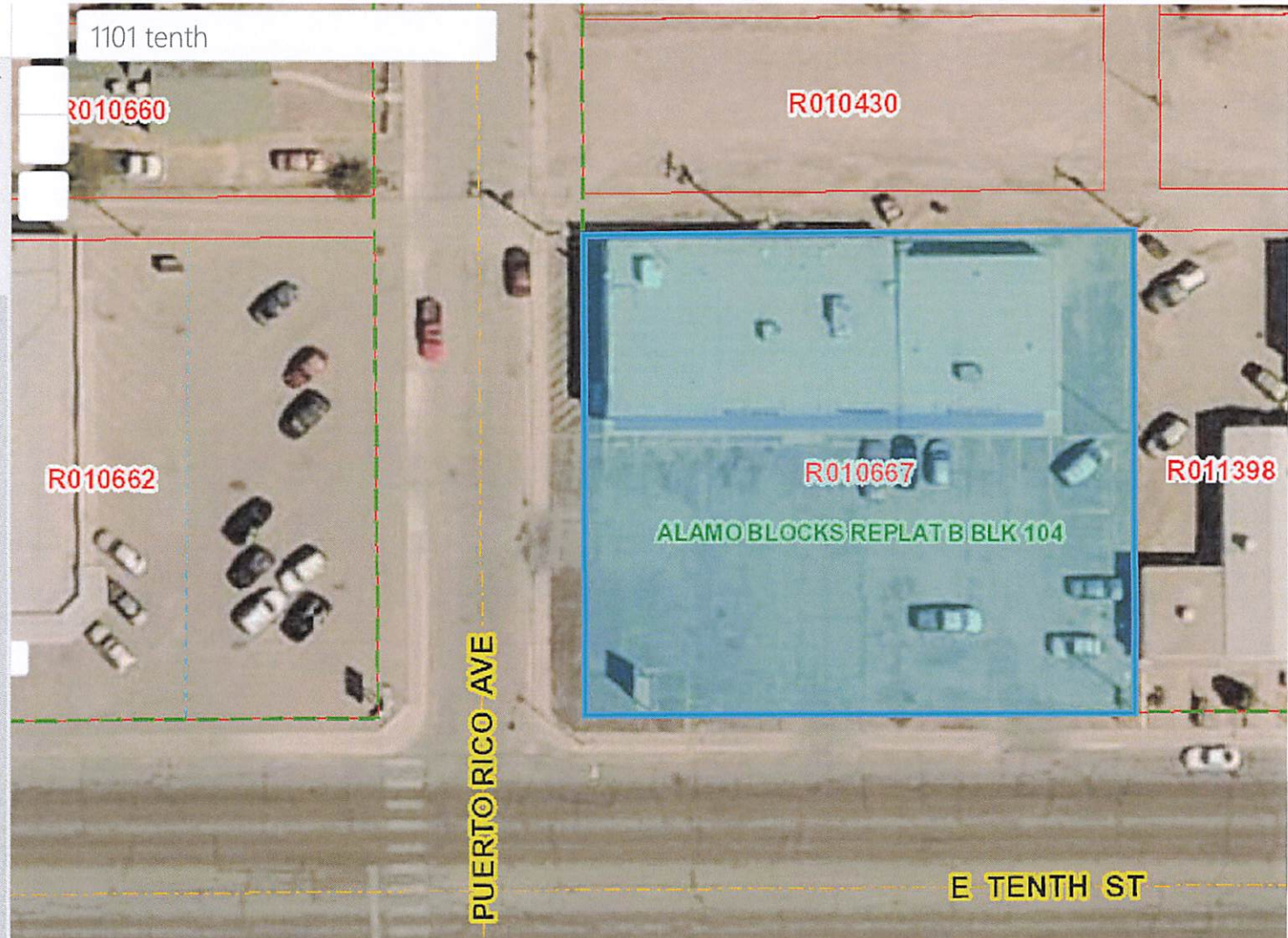
Final Actual Value
 \$444,379.00

Land Actual Value
 \$216,250.00

Improvements Actual Value
 \$228,129.00

Section
 N/A

Township
 N/A



RESOLUTION NO. 2024-20

**A RESOLUTION ADOPTING A SIX-MONTH MORATORIUM ON NEW OFF-
PREMISE BILLBOARDS FOR THE CITY OF ALAMOGORDO**

WHEREAS members of the City of Alamogordo City Commission have requested that staff establish a six-month moratorium on new off-premise billboards.

WHEREAS the City Commission continues to recognize the propagation of off-site commercial advertising, identified as billboards, can significantly detract from the city of Alamogordo's goal of enhanced aesthetics and improved image; and,

WHEREAS the City of Alamogordo defines a billboard under this moratorium as any off-premise advertising done on an elevated sign, that which is mounted on a wood, composite, or metal structure equal to or greater than four (4) feet in height off the ground, that has a sign face equal to or greater than one hundred (100) square feet, including but not limited to digital display; and

WHEREAS the City of Alamogordo defines an off-premise sign as any sign displaying a commercial message that pertains to a business, person, organization, activity, event, place, service, or product not principally located, or primarily manufactured, or sold on the premises on which the sign is located; and

WHEREAS the City of Alamogordo passed Resolutions No's. 2018-12 on April 3, 2018, expiring October 3, 2018, and; Resolution 2023-19 on May 23, 2023 expiring November 23, 2023 establishing a six-month moratorium on new off-premise billboards,

WHEREAS the City of Alamogordo is in the process of updating the Code of Ordinances, which will include language pertaining to Signs and Billboards.

WHEREAS this moratorium will continue to apply to new electronic billboards, as well as continuing a moratorium on converting existing billboards into electronic signs.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Alamogordo, New Mexico adopts Resolution No. 2024-20, implementing a six-month moratorium on new off premise billboard.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2024.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Ashley Smith, City Attorney

Signs for Alamogordo

From Cynthia Astorga <cynthia@lindmarkcompanies.com>

Date Fri 9/27/2024 7:20 AM

To sabbott@ci.alamogordo.nm.us <sabbott@ci.alamogordo.nm.us>

Cc Tom Palmer <tom@lindmarkcompanies.com>

 18 attachments (8 MB)

City of Alamogordo - Ordinance Plan Review - SHORT.pdf; City of Alamogordo - Ordinance Review Application.pdf; NMCID Application - For Alamogordo.pdf; 2200 Highway 54 - Otero County Parcel Info.pdf; 2200 Highway 54 - Site Plan.pdf; 2200 Hwy 54 - Street View LR.pdf; 2200 Hwy 54 - Street View RR.pdf; G36 - New Lease_Redacted.pdf; Lindmark Outdoor Media 10X32X50 - 55 CM B2B Stack Design FJS 23019 2021 IBC.pdf; Lindmark Outdoor Media 10X32X50 CM B2B Stack Design FJS 23019 2021 IBC Calculations.pdf; City of Alamogordo - Ordinance Plan Review - SHORT.pdf; City of Alamogordo - Ordinance Review Application.pdf; NMCID Application - For Alamogordo.pdf; 821 Highway 70 W - Otero County Parcel.pdf; 821 Highway 70 W - Site Plan.pdf; 821 Highway 70 W - Street View LR.pdf; 821 Highway 70 W - Street View RR.pdf; G40 Fully Executed lease_Redacted.pdf;

Good Morning Shelbe,

My name is Cynthia Astorga, I am Tom Palmer Assistant.

Please see attached forms.

Thank you,

Cynthia Astorga

Acquisitions and Processes Specialist

Lindmark Companies

 cynthia@lindmarkcompanies.com

 lindmarkcompanies.com

 575.624.1615 X108

 2104 S. Sunset Ave. | Roswell, NM 88203

 [@Lindmarkcompanies](https://www.facebook.com/Lindmarkcompanies) |  [@Lindmarkcompanies](https://www.instagram.com/Lindmarkcompanies)

BILLBOARDS / INK / STEEL
LINDMARK



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/8/2024

Report Date: 10/03/2024

Report No: 4.

Submitted By: Stella Rael

Subject: Consider, and act upon Resolution 2024-65 establishing a six-month moratorium on new off-premise billboards for the City of Alamogordo. (*Stella Rael, City Planner*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: N/A

Recommendation: Approve Resolution 2024-65

Background: Consider, and act upon Resolution 2024-65 establishing a six-month moratorium on new off-premise billboards for the City of Alamogordo

From: Shelbe Abbott <sabbott@ci.alamogordo.nm.us>

Sent: Friday, October 4, 2024 11:41 AM

To: Cynthia Astorga <cynthia@lindmarkcompanies.com>

Cc: Stella Rael <srael@ci.alamogordo.nm.us>

Subject: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good morning,

I am emailing to inform you that the Ordinance Review applications for billboards to be located at the above addresses have been denied. Thank you.

Shelbe Abbott

Planning and Zoning Administrative Assistant

T: [439-4220](tel:439-4220)

E: sabbott@ci.alamogordo.nm.us

ci.alamogordo.nm.us

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From: Shelbe Abbott <sabbott@ci.alamogordo.nm.us>

Sent: Monday, October 07, 2024 10:08 AM

To: Cynthia Astorga <cynthia@lindmarkcompanies.com>

Cc: Stella Rael <srael@ci.alamogordo.nm.us>; Tom Palmer
<tom@lindmarkcompanies.com>

Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo,
NM

I will defer to the City Planner.

Shelbe Abbott
Planning and Zoning Administrative Assistant

T: 439-4220

E: sabbott@ci.alamogordo.nm.us

ci.alamogordo.nm.us

From: Cynthia Astorga <cynthia@lindmarkcompanies.com>

Sent: Monday, October 7, 2024 10:04 AM

To: Shelbe Abbott <sabbott@ci.alamogordo.nm.us>

Cc: Stella Rael <srael@ci.alamogordo.nm.us>; Tom Palmer
<tom@lindmarkcompanies.com>

Subject: Re: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good Morning Shelbe,

Thank you for letting me know.

Would you be able to let me know why it was denied.

Thank you,

Cynthia Astorga

Acquisitions and Processes Specialist
Lindmark Companies

cynthia@lindmarkcompanies.com

lindmarkcompanies.com

575.624.1615 X108

2104 S. Sunset Ave. | Roswell, NM 88203

[@Lindmarkcompanies](#)

[@Lindmarkcompanies](#)

From: Shelbe Abbott <sabbott@ci.alamogordo.nm.us>

Sent: Friday, October 4, 2024 11:41 AM

To: Cynthia Astorga <cynthia@lindmarkcompanies.com>

Cc: Stella Rael <srael@ci.alamogordo.nm.us>

Subject: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good morning,

I am emailing to inform you that the Ordinance Review applications for billboards to be located at the above addresses have been denied. Thank you.

Shelbe Abbott

Planning and Zoning Administrative Assistant

T: [439-4220](tel:439-4220)

E: sabbott@ci.alamogordo.nm.us

ci.alamogordo.nm.us

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RESOLUTION NO. 2024-65

A RESOLUTION ADOPTING A SIX-MONTH MORATORIUM ON NEW OFF-
PREMISE BILLBOARDS FOR THE CITY OF ALAMOGORDO

WHEREAS members of the City of Alamogordo City Commission have requested that staff establish a six-month moratorium on new off-premise billboards.

WHEREAS the City Commission continues to recognize the propagation of off-site commercial advertising, identified as billboards, can significantly detract from the city of Alamogordo's goal of enhanced aesthetics and improved image; and,

WHEREAS the City of Alamogordo defines a billboard under this moratorium as any off-premise advertising done on an elevated sign, that which is mounted on a wood, composite, or metal structure equal to or greater than four (4) feet in height off the ground, that has a sign face equal to or greater than one hundred (100) square feet, including but not limited to digital display; and

WHEREAS the City of Alamogordo defines an off-premise sign as any sign displaying a commercial message that pertains to a business, person, organization, activity, event, place, service, or product not principally located, or primarily manufactured, or sold on the premises on which the sign is located; and

WHEREAS the City of Alamogordo passed Resolutions No's. 2018-12 on April 3, 2018, expiring October 3, 2018, and; Resolution 2023-19 on May 23, 2023 expiring November 23, 2023, and; Resolution 2024-20 on March 26, 2024 expiring September 26, 2024 establishing a six-month moratorium on new off-premise billboards,

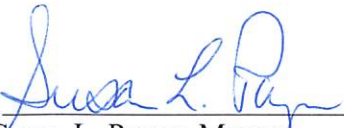
WHEREAS the City of Alamogordo is in the process of updating the Code of Ordinances, which will include language pertaining to Signs and Billboards.

WHEREAS this moratorium will continue to apply to new electronic billboards, as well as continuing a moratorium on converting existing billboards into electronic signs.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Alamogordo, New Mexico adopts Resolution No. 2024-65, implementing a six-month moratorium on new off-premise billboards.

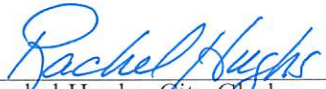
PASSED, APPROVED AND ADOPTED this 8th day of October 2024.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

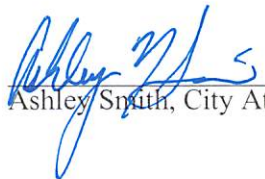
By 
Susan L. Payne, Mayor



ATTEST:


Rachel Hughs, City Clerk

APPROVED AS TO FORM


Ashley Smith, City Attorney

From: Tom Palmer <tom@lindmarkcompanies.com>
Sent: Tuesday, October 22, 2024 8:18 AM
To: Shelbe Abbott <sabbott@ci.alamogordo.nm.us>; Cynthia Astorga <cynthia@lindmarkcompanies.com>
Cc: Stella Rael <srael@ci.alamogordo.nm.us>; Roy Granado <roy@lindmarkcompanies.com>
Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good morning Stella,

Just wanted to follow up on my question below.

Thanks,

Tom Palmer

Land Lease and Acquisition/Integration Manager

tom@lindmarkcompanies.com

lindmarkcompanies.com

575.624.1615 X112

2104 S. Sunset Ave. | Roswell, NM 88203

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From: Tom Palmer

Sent: Friday, October 11, 2024 1:54 PM

To: Shelbe Abbott <sabbott@ci.alamogordo.nm.us>; Cynthia Astorga

<cynthia@lindmarkcompanies.com>

Cc: Stella Rael <srael@ci.alamogordo.nm.us>

Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good afternoon Stella,

Could I get the reasoning for denial for our applications?

Thanks and have a great weekend.

Tom Palmer

Land Lease and Acquisition/Integration Manager

✉ tom@lindmarkcompanies.com

📍 lindmarkcompanies.com

575.624.1615 X112

2104 S. Sunset Ave. | Roswell, NM 88203

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From: Shelbe Abbott <sabbott@ci.alamogordo.nm.us>

Sent: Monday, October 07, 2024 10:08 AM

To: Cynthia Astorga <cynthia@lindmarkcompanies.com>

Cc: Stella Rael <srael@ci.alamogordo.nm.us>; Tom Palmer

<tom@lindmarkcompanies.com>

Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

I will defer to the City Planner.

From: Stella Rael <srael@ci.alamogordo.nm.us>

Sent: Tuesday, October 22, 2024 10:03 AM

To: Tom Palmer <tom@lindmarkcompanies.com>; Shelbe Abbott
<sabbott@ci.alamogordo.nm.us>; Cynthia Astorga
<cynthia@lindmarkcompanies.com>

Cc: Roy Granado <roy@lindmarkcompanies.com>

Subject: Re: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good Morning Tom,

Our acting City Manager directed me to deny the application because the city was in the process of extending the moratorium. I was also waiting for clarification from NMDOT on their review process. The moratorium was adopted on October 8, 2024. I have attached a copy for your records.

Thank you,

Stella Rael

City Planner

T: [439-4220](tel:439-4220)

E: srael@ci.alamogordo.nm.us

ci.alamogordo.nm.us

From: Tom Palmer <tom@lindmarkcompanies.com>
Sent: Wednesday, October 30, 2024 7:08 AM
To: Stella Rael <srael@ci.alamogordo.nm.us>; Shelbe Abbott
<sabbott@ci.alamogordo.nm.us>; Cynthia Astorga
<cynthia@lindmarkcompanies.com>
Cc: Roy Granado <roy@lindmarkcompanies.com>
Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo,
NM

Good morning Stella, hope you survived the gentle breezes from yesterday!

Just wanted to follow up on my question from below.

I'll need to consider next steps should our applications not be processed.

Thanks,

Tom Palmer

Land Lease and Acquisition/Integration Manager

tom@lindmarkcompanies.com

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From: Tom Palmer

Sent: Tuesday, October 22, 2024 10:27 AM

To: Stella Rael <srael@ci.alamogordo.nm.us>; Shelbe Abbott

<sabbott@ci.alamogordo.nm.us>; Cynthia Astorga

<cynthia@lindmarkcompanies.com>

Cc: Roy Granado <roy@lindmarkcompanies.com>

Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

I understand, however at the time of our submission there was not a Moratorium in place, so I would respectfully request that our application be considered.

Thanks,

Tom Palmer

Land Lease and Acquisition/Integration Manager

tom@lindmarkcompanies.com

lindmarkcompanies.com

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Sent: Tuesday, October 22, 2024 10:03 AM

To: Tom Palmer <tom@lindmarkcompanies.com>; Shelbe Abbott

<sabbott@ci.alamogordo.nm.us>; Cynthia Astorga

<cynthia@lindmarkcompanies.com>

Cc: Roy Granado <roy@lindmarkcompanies.com>

Subject: Re: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

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Thank you,

Stella Rael

City Planner

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<cynthia@lindmarkcompanies.com>
Cc: Roy Granado <roy@lindmarkcompanies.com>
Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Thanks for your quick reply Stella,

Tom Palmer

Land Lease and Acquisition/Integration Manager

tom@lindmarkcompanies.com

lindmarkcompanies.com

☎ 575.624.1615 X112

2104 S. Sunset Ave. | Roswell, NM 88203

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From: Stella Rael <srael@ci.alamogordo.nm.us>
Sent: Wednesday, October 30, 2024 8:51 AM
To: Tom Palmer <tom@lindmarkcompanies.com>; Shelbe Abbott
<sabbott@ci.alamogordo.nm.us>; Cynthia Astorga
<cynthia@lindmarkcompanies.com>
Cc: Roy Granado <roy@lindmarkcompanies.com>

Subject: Re: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good Morning Tom,

I hope this finds you doing well. Yes, I survived those awful winds, and today seems to be starting off with calm but cloudy weather.

The Acting City Manager was aware that the applications were submitted prior to the adoption of the moratorium when I was given the direction to deny them. Until I am otherwise directed I can not process nor approve your applications.

Thank you,

Stella Rael

City Planner

T: 439-4220

E: srael@ci.alamogordo.nm.us

ci.alamogordo.nm.us

From: Tom Palmer <tom@lindmarkcompanies.com>

Sent: Wednesday, October 30, 2024 7:08 AM

To: Stella Rael <srael@ci.alamogordo.nm.us>; Shelbe Abbott <sabbott@ci.alamogordo.nm.us>; Cynthia Astorga <cynthia@lindmarkcompanies.com>

Cc: Roy Granado <roy@lindmarkcompanies.com>

Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good morning Stella, hope you survived the gentle breezes from yesterday!

Just wanted to follow up on my question from below.

I'll need to consider next steps should our applications not be processed.

Thanks,



January 6, 2025

VIA EMAIL

Stephanie Hernandez, Acting City Manager
shernandez@ci.alamogordo.nm.us
City of Alamogordo
Alamogordo, NM

RE: Request for Reconsideration regarding Denial to Process Applications for Ordinance
Review for Billboard Signs at 821 US HWY 70 W and 220 US HWY 54 – Alamogordo, NM

Dear Ms. Hernandez:

The above-referenced Applications for Ordinance Review regarding two Billboard Sign structures, (the "subject Applications") which were submitted for review to the Planning and Zoning Department for the City of Alamogordo (the "City") on September 27, 2024, were denied on Friday, October 4, 2024.

It is our belief that the decision to deny the subject Applications was improper and not consistent with previous decisions by the City of Alamogordo in similar situations. We respectfully request you, as Acting City Manager, reconsider the decision to deny the subject Applications for the following reasons:

1. The previous Moratorium expired September 26, 2024.
2. The subject Applications were submitted by email by Cynthia Astorga, Acquisitions and Process Specialist for Lindmark, on September 27, 2024, to Shelbe Abbott, Planning and Zoning Administrative Assistant for the City. See Exhibit 1.
3. On October 3, 2024, Stella Rael, submitted an Alamogordo City Commission ("Commission") Meeting Agenda item to "Consider and act upon Resolution 2024-65 establishing a six-month moratorium on new off-premise billboards for the City of Alamogordo." See Exhibit 2. (Although obviously relevant regarding Lindmark's two Applications, we were not notified of the agenda item, or that the Moratorium would be submitted for adoption at the October 8th Commission meeting.)
4. On October 4, 2024, Ms. Astorga received an email from Ms. Abbott notifying her that the two subject Applications were denied without further explanation. Ms. Abbott included Stella Rael, City Planner as a recipient of that notification. See Exhibit 3, p. 8.

Corporate / Lindmark Ink
2700 Technology Place
Norman, OK 73071
(405) 928-5800

Roswell, NM
2104 S Sunset Ave
Roswell, NM 88203
(575) 624-1615

Denison, TX
2931 Texoma Dr
Denison, TX 75020
(903) 463-8300

Wichita Falls, TX
3514 McNiel Ave
Wichita Falls, TX 76308
(940) 228-3737

Texarkana, TX
7770 Hampton Rd
Texarkana, TX 75503
(430) 562-1100

Lindmark Steel
11124 S Pipeline Rd
Euless, TX 76040
(817) 267-1081

5. Ms. Astorga responded to Ms. Abbott's denial notification on October 7th, the following Monday morning, inquiring as to the reasoning for the denial of the subject Applications. Almost immediately Ms. Abbott responded and stated she would defer to the City Planner, Stella Rael, and included Ms. Rael as a recipient of that email. See Exhibit 3, pp. 6-7. No response from Ms. Rael was received, nor did she provide Ms. Astorga any indication that a Moratorium was to be voted on by the Commission the next day.
6. The new Moratorium went into effect on October 8, 2024.
7. On October 11, 2024, Tom Palmer, Land Lease and Acquisition/Integration Manager for Lindmark, sent an email to Ms. Rael again asking why the two Applications were denied. No response was received. Exhibit 3, pp. 5-6.
8. Mr. Palmer followed up again on October 22, 2024. On that day, Ms. Rael finally responded stating, "Our acting City Manager directed me to deny the application because the city was in the process of extending the moratorium. I was also waiting for clarification from NMDOT on their review process. The moratorium was adopted on October 8, 2024." She also provided a copy of the Moratorium. Mr. Palmer responded, stating that there was no Moratorium in place when the subject Applications were submitted and asked that the applications please be considered. No response was received from the City. Exhibit 2, pp. 3-5.
9. Mr. Palmer followed up with Ms. Rael again on October 30, 2024, requesting a response. Ms. Rael responded stating that (you) the City Manager, was aware that the two Applications were submitted prior to the adoption of the moratorium when you advised her to deny the applications. She further stated she cannot process or approve the Applications until she is directed otherwise. Exhibit 3, pp. 1-3.
10. The City's staff put off responding to our multiple requests for understanding of the denial until October 22, 2024, although they were well aware of the reason for the denial the entire time. Nor was Lindmark advised by the City's staff, at any time between September 27, 2024, and October 8, 2024, that they intended to submit and had submitted the Moratorium for adoption by the Commission at the October 8th Meeting of the City Commission. It was apparent and obvious during this time frame that Lindmark was attempting to have its two applications reviewed and approved, however the City chose not to mention the Moratorium in response to the many requests for an explanation of the denial.
11. City of Alamogordo has had Moratoriums regarding Billboards in place off and on since 2018, with years between prior moratoriums.
12. Our previous Applications for Ordinance Review (1601 Indian Wells and 1101 10th St.) submitted between Moratoriums, were approved with the hand-written notation, "Zoning approved for sign. Per City Attorney need to approve since moratorium expired. SRael." See Exhibit 4, pp. 1-2.

The previous Moratorium expired on September 26, 2024. Our Applications were submitted the next day, after the Moratorium expired. The new Moratorium was adopted October 8, 2024, after the City's refusal to process and approve the two subject Applications.

Stephanie Hernandez, Acting City Manager

January 6, 2025

Page 3 of 3

Again, we respectfully ask that you reconsider your decision as to the two subject Applications and allow Planning and Zoning to process and approve them for the reasons stated above. We believe to do otherwise would be prejudicial to Lindmark.

Thank you for your time and attention to this matter.

Respectfully,



Roy Granado
Regional President - West

cc: Stella Rael, City Planner (via email) srael@ci.alamogordo.nm.us
Ashley Smith, City Attorney (via email) cityattorney@ci.alamogordo.nm.us

Signs for Alamogordo

From Cynthia Astorga <cynthia@lindmarkcompanies.com>

Date Fri 9/27/2024 7:20 AM

To sabbott@ci.alamogordo.nm.us <sabbott@ci.alamogordo.nm.us>

Cc Tom Palmer <tom@lindmarkcompanies.com>

 18 attachments (8 MB)

City of Alamogordo - Ordinance Plan Review - SHORT.pdf; City of Alamogordo - Ordinance Review Application.pdf; NMCID Application - For Alamogordo.pdf; 2200 Highway 54 - Otero County Parcel Info.pdf; 2200 Highway 54 - Site Plan.pdf; 2200 Hwy 54 - Street View LR.pdf; 2200 Hwy 54 - Street View RR.pdf; G36 - New Lease_Redacted.pdf; Lindmark Outdoor Media 10X32X50 - 55 CM B2B Stack Design FJS 23019 2021 IBC.pdf; Lindmark Outdoor Media 10X32X50 CM B2B Stack Design FJS 23019 2021 IBC Calculations.pdf; City of Alamogordo - Ordinance Plan Review - SHORT.pdf; City of Alamogordo - Ordinance Review Application.pdf; NMCID Application - For Alamogordo.pdf; 821 Highway 70 W - Otero County Parcel.pdf; 821 Highway 70 W - Site Plan.pdf; 821 Highway 70 W - Street View LR.pdf; 821 Highway 70 W - Street View RR.pdf; G40 Fully Executed lease_Redacted.pdf;

Good Morning Shelbe,

My name is Cynthia Astorga, I am Tom Palmer Assistant.

Please see attached forms.

Thank you,

Cynthia Astorga

Acquisitions and Processes Specialist

Lindmark Companies

 cynthia@lindmarkcompanies.com

 lindmarkcompanies.com

 575.624.1615 X108

 2104 S. Sunset Ave. | Roswell, NM 88203

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BILLBOARDS / INK / STEEL
LINDMARK



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/8/2024

Report Date: 10/03/2024

Report No: 4.

Submitted By: Stella Rael

Subject: Consider, and act upon Resolution 2024-65 establishing a six-month moratorium on new off-premise billboards for the City of Alamogordo. (*Stella Rael, City Planner*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: N/A

Recommendation: Approve Resolution 2024-65

Background: Consider, and act upon Resolution 2024-65 establishing a six-month moratorium on new off-premise billboards for the City of Alamogordo

From: Tom Palmer <tom@lindmarkcompanies.com>
Sent: Wednesday, October 30, 2024 8:55 AM
To: Stella Rael <srael@ci.alamogordo.nm.us>; Shelbe Abbott
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Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Thanks for your quick reply Stella,

Tom Palmer

Land Lease and Acquisition/Integration Manager

tom@lindmarkcompanies.com

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Subject: Re: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

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Thank you,

Stella Rael

City Planner

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Tom Palmer

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From: Tom Palmer

Sent: Tuesday, October 22, 2024 10:27 AM

To: Stella Rael <srael@ci.alamogordo.nm.us>; Shelbe Abbott

<sabbott@ci.alamogordo.nm.us>; Cynthia Astorga

<cynthia@lindmarkcompanies.com>

Cc: Roy Granado <roy@lindmarkcompanies.com>

Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

I understand, however at the time of our submission there was not a Moratorium in place, so I would respectfully request that our application be considered.

Thanks,

Tom Palmer

Land Lease and Acquisition/Integration Manager

tom@lindmarkcompanies.com

lindmarkcompanies.com

575.624.1615 X112

2104 S. Sunset Ave. | Roswell, NM 88203

 [@Lindmarkcompanies](#) | [@Lindmarkcompanies](#)

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From: Stella Rael <srael@ci.alamogordo.nm.us>

Sent: Tuesday, October 22, 2024 10:03 AM

To: Tom Palmer <tom@lindmarkcompanies.com>; Shelbe Abbott

<sabbott@ci.alamogordo.nm.us>; Cynthia Astorga

<cynthia@lindmarkcompanies.com>

Cc: Roy Granado <roy@lindmarkcompanies.com>

Subject: Re: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good Morning Tom,

Our acting City Manager directed me to deny the application because the city was in the process of extending the moratorium. I was also waiting for clarification from NMDOT on their review process. The moratorium was adopted on October 8, 2024. I have attached a copy for your records.

Thank you,

Stella Rael

City Planner

T: [439-4220](tel:439-4220)

E: srael@ci.alamogordo.nm.us

ci.alamogordo.nm.us

From: Tom Palmer <tom@lindmarkcompanies.com>
Sent: Tuesday, October 22, 2024 8:18 AM
To: Shelbe Abbott <sabbott@ci.alamogordo.nm.us>; Cynthia Astorga <cynthia@lindmarkcompanies.com>
Cc: Stella Rael <srael@ci.alamogordo.nm.us>; Roy Granado <roy@lindmarkcompanies.com>
Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good morning Stella,

Just wanted to follow up on my question below.

Thanks,

Tom Palmer

Land Lease and Acquisition/Integration Manager

tom@lindmarkcompanies.com

lindmarkcompanies.com

575.624.1615 X112

2104 S. Sunset Ave. | Roswell, NM 88203

 [@Lindmarkcompanies](https://www.facebook.com/Lindmarkcompanies) |  [@Lindmarkcompanies](https://www.instagram.com/Lindmarkcompanies)



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From: Tom Palmer
Sent: Friday, October 11, 2024 1:54 PM
To: Shelbe Abbott <sabbott@ci.alamogordo.nm.us>; Cynthia Astorga

<cynthia@lindmarkcompanies.com>

Cc: Stella Rael <srael@ci.alamogordo.nm.us>

Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good afternoon Stella,

Could I get the reasoning for denial for our applications?

Thanks and have a great weekend.

Tom Palmer

Land Lease and Acquisition/Integration Manager

✉ tom@lindmarkcompanies.com

📍 lindmarkcompanies.com

575.624.1615 X112

2104 S. Sunset Ave. | Roswell, NM 88203

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From: Shelbe Abbott <sabbott@ci.alamogordo.nm.us>

Sent: Monday, October 07, 2024 10:08 AM

To: Cynthia Astorga <cynthia@lindmarkcompanies.com>

Cc: Stella Rael <srael@ci.alamogordo.nm.us>; Tom Palmer

<tom@lindmarkcompanies.com>

Subject: RE: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

I will defer to the City Planner.

Shelbe Abbott
Planning and Zoning Administrative Assistant

T: 439-4220

E: sabbott@ci.alamogordo.nm.us

ci.alamogordo.nm.us

From: Cynthia Astorga <cynthia@lindmarkcompanies.com>

Sent: Monday, October 7, 2024 10:04 AM

To: Shelbe Abbott <sabbott@ci.alamogordo.nm.us>

Cc: Stella Rael <srael@ci.alamogordo.nm.us>; Tom Palmer
<tom@lindmarkcompanies.com>

Subject: Re: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good Morning Shelbe,

Thank you for letting me know.

Would you be able to let me know why it was denied.

Thank you,

Cynthia Astorga

Acquisitions and Processes Specialist
Lindmark Companies

cynthia@lindmarkcompanies.com

lindmarkcompanies.com

575.624.1615 X108

2104 S. Sunset Ave. | Roswell, NM 88203

[@Lindmarkcompanies](#)

[@Lindmarkcompanies](#)

From: Shelbe Abbott <sabbott@ci.alamogordo.nm.us>

Sent: Friday, October 4, 2024 11:41 AM

To: Cynthia Astorga <cynthia@lindmarkcompanies.com>

Cc: Stella Rael <srael@ci.alamogordo.nm.us>

Subject: Signs for 821 US HWY 70 W & 2200 US HWY 54 - Alamogordo, NM

Good morning,

I am emailing to inform you that the Ordinance Review applications for billboards to be located at the above addresses have been denied. Thank you.

Shelbe Abbott

Planning and Zoning Administrative Assistant

T: [439-4220](tel:439-4220)

E: sabbott@ci.alamogordo.nm.us

ci.alamogordo.nm.us

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Date Received DEC 21 2023

CITY OF ALAMOGORDO
ORDINANCE REVIEW APPLICATION

1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310
575/439-4220 FAX: 575/439-4343

PNZ@CI.ALAMOGORDO.NM.US

PF: 011-3705-312.11-06

Receipt # 2260

FEE: \$ 75.00

\$75.00 FEE

- ☐ ACCESSORY BUILDINGS/CARPORT
☐ CELL/COMMERCIAL TOWERS
☒ **SIGNS/BILLBOARDS**
☐ NEW RESIDENTIAL/ADDITION

\$50.00 FEE

- ☐ DEMOLITION
☐ FOUNDATION REPAIR

\$30.00 FEE

- ☐ REROOF
☐ WINDOWS
☐ INTERIOR(R)
☐ SOLAR (R)

\$150.00-\$600.00

- ☐ NEW COMMERCIAL

10x THE FEE

- ☐ VIOLATION FEE

\$100.00

- ☐ INTERIOR (C)
☐ SOLAR PANELS (GROUND)
☐ SWIMMING POOLS

Please, use this form to apply for ordinance review, with a building permit application for construction. Use this form as a supplement to a building permit application. For analysis of any construction project, please submit a site plan and building plans.

Address of Subject Property: 1601 Indian Wells Rd.

Legal Description SUBD: DUNN ADDITION LOT:205 E 110' BLOCK:200

The property currently is used for the following uses: Retail Sales

Applicant Information

Name: Thomas Palmer
Address: 2104 South Sunset Ave., Roswell NM 88203
Business Name: Lindmark Outdoor Media
Phone: 575-624-1615 X112
E-Mail: tom@lindmarkcompanies.com

May we use e-mail to contact you regarding this request? ☒ Yes ☐ No

Are you the
property
owner?

☐ Yes

☒ No

Property Owner Name PASDEN, MICHAEL & SARA L

Address: 2410 TELLES ALAMOGORDO, NM 88310

Phone: 575-491-0488

E-Mail: michaelpasden@yahoo.com

What is your relationship to the property owner? _____

We have a Land Lease with the Landowner for a Billboard

Property Use Information

The proposed use of the property: 1) continues the current use xx yes no; and/ or

2) will be the following: Install Billboard Structure

Numeric Characteristics

EXISTING

PROPOSED

Lot Area:		
Lot Width/ Frontage:		
Business Building Floor Area		
# Open Parking Spaces:		
# Enclosed Parking Spaces:		
# Dwelling Units:		
Building Height		

12/21/23. Zoning approved. Need to approve since moratorium
expired. Frank

Date Received DEC 21 2023

EG rated

CITY OF ALAMOGORDO
ORDINANCE REVIEW APPLICATION
1376 E. NINTH STREET ALAMOGORDO, NEW MEXICO 88310
575/439-4220 FAX: 575/439-4343
PNZ@CI.ALAMOGORDO.NM.US

PF: 011-3705-312.11-06

Receipt # 2260

FEE: \$ 75.00

\$75.00 FEE
☐ ACCESSORY BUILDINGS/CARPORT
☐ CELL/COMMERCIAL TOWERS
☒ **SIGNS/BILLBOARDS**
☐ NEW RESIDENTIAL/ADDITION

\$50.00 FEE
☐ DEMOLITION
☐ FOUNDATION REPAIR

\$30.00 FEE
☐ REROOF
☐ WINDOWS
☐ INTERIOR(R)
☐ SOLAR (R)

\$100.00
☐ INTERIOR (C)
☐ SOLAR PANELS (GROUND)
☐ SWIMMING POOLS

\$150.00-\$600.00
☐ NEW COMMERCIAL

10x THE FEE
☐ VIOLATION FEE

Please, use this form to apply for ordinance review, with a building permit application for construction. Use this form as a supplement to a building permit application. For analysis of any construction project, please submit a site plan and building plans.

C-1 Zoning

Address of Subject Property:	1101 10TH ST, ALAMOGORDO, NM 88310
Legal Description	SUBD: ALAMO BLOCKS REPLAT B BLK 104 LOT: 24B BLOCK: 104
The property currently is used for the following uses:	Retail Sales

Applicant Information

Name:	Thomas Palmer
Address:	2104 South Sunset Ave., Roswell NM 88203
Business Name:	Lindmark Outdoor Media
Phone:	575-624-1615 X112
E-Mail:	tom@lindmarkcompanies.com

May we use e-mail to contact you regarding this request? ☒ Yes ☐ No

Are you the property owner? ☐ Yes ☒ No	Property Owner Name <u>10TH St. Plaza LLC</u>
	Address: <u>PO Box 2608, Alamogordo, NM 88311</u>
	Phone: <u>575-442-8857</u> E-Mail: <u>10thstplaza@gmail.com</u>
What is your relationship to the property owner? _____ We have a Land Lease with the Landowner for a Billboard	

Property Use Information

The proposed use of the property: 1) continues the current use xx yes _____ no; and/ or
2) will be the following: **Install Billboard Structure**

Numeric Characteristics	EXISTING	PROPOSED
Lot Area:		
Lot Width/ Frontage:		
Business Building Floor Area		
# Open Parking Spaces:		
# Enclosed Parking Spaces:		
# Dwelling Units:		
Building Height		

12/21/23 - Zoning Approved for sign. Per City Attorney need to approve since moratorium expired. Skel

RE: Lindmark Billboard Permit applications for The City of Alamogordo

From Roy Granado <roy@lindmarkcompanies.com>

Date Mon 1/27/2025 8:50 AM

To Stephanie Hernandez (shernandez@ci.alamogordo.nm.us) <shernandez@ci.alamogordo.nm.us>

Cc Steall Rael (srael@ci.alamogordo.nm.us) <srael@ci.alamogordo.nm.us>; cityattorney@ci.alamogordo.nm.us <cityattorney@ci.alamogordo.nm.us>; Cynthia Astorga <cynthia@lindmarkcompanies.com>; Angie Duncan <angie@lindmarkcompanies.com>; Courtney Whitehouse <courtney@lindmarkcompanies.com>; Karen Gleffe <karen.gleffe@lindmarkcompanies.com>; Tom Palmer <tom@lindmarkcompanies.com>; Trent Lindmark <trent@lindmarkcompanies.com>

 2 attachments (5 MB)

City of Alamo Billboard permit letter.pdf; 2025-01-04 Exhibits to Lindmark ltr to City Mgr req for reconsideration.pdf;

Good morning Stephanie: Resending an email I sent to you on Jan. 6th, but so far, we have not received a response from anyone at the City of Alamogordo.

We look forward to hearing from you real soon...

Thank you, have a great week!

Sincerely,

Roy Granado

Regional President - West

Lindmark Companies

 roy@lindmarkcompanies.com

 lindmarkcompanies.com

 575.649.5465 (Cell)

 2104 S. Sunset Ave. Roswell, NM 88203

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LINDMARK®

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From: Roy Granado

Sent: Monday, January 6, 2025 12:24 PM

To: Stephanie Hernandez (shernandez@ci.alamogordo.nm.us) <shernandez@ci.alamogordo.nm.us>

Cc: Steall Rael (srael@ci.alamogordo.nm.us) <srael@ci.alamogordo.nm.us>; cityattorney@ci.alamogordo.nm.us; Cynthia Astorga <cynthia@lindmarkcompanies.com>; Angie Duncan <angie@lindmarkcompanies.com>; Courtney Whitehouse <courtney@lindmarkcompanies.com>; Karen Gleffe <karen.gleffe@lindmarkcompanies.com>; Tom Palmer <tom@lindmarkcompanies.com>; Trent Lindmark <trent@lindmarkcompanies.com>

Subject: Lindmark Billboard Permit applications for The City of Alamogordo

Good afternoon Stephanie: Please see the attached letter and corresponding exhibits in regards to some recent Lindmark billboard applications with the City of Alamogordo...

Thank you for your reconsideration, have a great week!

Sincerely,

Roy Granado

Regional President - West

Lindmark Companies

✉ roy@lindmarkcompanies.com

🖱 lindmarkcompanies.com

☎ 575.649.5465 (Cell)

📍 2104 S. Sunset Ave. Roswell, NM 88203

📘 [@Lindmarkcompanies](https://www.lindmarkcompanies.com) | 📷 [@Lindmarkcompanies](https://www.lindmarkcompanies.com)



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RE: Lindmark Billboard Permit applications for The City of Alamogordo

From Stephanie Hernandez <shernandez@ci.alamogordo.nm.us>

Date Wed 1/29/2025 9:10 PM

To Roy Granado <roy@lindmarkcompanies.com>

Cc Stella Rael <srael@ci.alamogordo.nm.us>; Ashley Smith <ashsmith@ci.alamogordo.nm.us>; Cynthia Astorga <cynthia@lindmarkcompanies.com>; Angie Duncan <angie@lindmarkcompanies.com>; Courtney Whitehouse <courtney@lindmarkcompanies.com>; Karen Gleffe <karen.gleffe@lindmarkcompanies.com>; Tom Palmer <tom@lindmarkcompanies.com>; Trent Lindmark <trent@lindmarkcompanies.com>; Susan L. Payne <spayne@ci.alamogordo.nm.us>

Dear Mr. Granado,

Thank you for reaching out and for your patience as we reviewed your request. We apologize for the delay in responding.

After careful consideration, we must deny your request for reconsideration regarding the billboard applications at 821 US HWY 70 and 220 US HWY 54. The denial aligns with the directive set forth by the City Commission, whose overarching goal is to regulate billboards in a manner that prioritizes the city's beautification efforts and the preservation of our skyline.

While we acknowledge that there was a lapse between resolutions, the Commission has been steadfast in its intent to regulate billboards. A significant concern raised by the community was the installation of the billboard on Indian Wells, which resulted in a considerable number of complaints from residents about the obstruction of mountain views. This reinforced the Commission's commitment to ensuring that new billboard installations align with our city's long-term vision for aesthetic and environmental quality.

We recognize that your applications were submitted shortly after the previous moratorium expired and before the new moratorium was formally adopted. However, given that the Commission's intent has consistently been to regulate billboards and protect the visual integrity of Alamogordo approving these applications now would contradict the Commission's stated objectives and the concerns raised by residents.

The City is committed to maintaining the natural beauty of Alamogordo, ensuring that our mountain views and open skies remain a defining characteristic of our community. We understand that this decision may not be the outcome you hoped for, but it aligns with our broader city planning goals.



Stephanie J. Hernandez, Ph.D

Acting City Manager

T: (575) 439-4203

E: shernandez@ci.alamogordo.nm.us

ci.alamogordo.nm.us

From: Roy Granado <roy@lindmarkcompanies.com>

Sent: Monday, January 27, 2025 7:49 AM

To: Stephanie Hernandez <shernandez@ci.alamogordo.nm.us>

Cc: Stella Rael <srael@ci.alamogordo.nm.us>; City Attorney <cityattorney@ci.alamogordo.nm.us>; Cynthia Astorga <cynthia@lindmarkcompanies.com>; Angie Duncan <angie@lindmarkcompanies.com>; Courtney Whitehouse <courtney@lindmarkcompanies.com>; Karen Gleffe <karen.gleffe@lindmarkcompanies.com>; Tom Palmer <tom@lindmarkcompanies.com>; Trent Lindmark <trent@lindmarkcompanies.com>

Subject: RE: Lindmark Billboard Permit applications for The City of Alamogordo

Some people who received this message don't often get email from roy@lindmarkcompanies.com. [Learn why this is important](#)

Good morning Stephanie: Resending an email I sent to you on Jan. 6th, but so far, we have not received a response from anyone at the City of Alamogordo.

We look forward to hearing from you real soon...

Thank you, have a great week!

Sincerely,

Roy Granado

Regional President - West
Lindmark Companies

✉ roy@lindmarkcompanies.com

📍 lindmarkcompanies.com

☎ 575.649.5465 (Cell)

📍 2104 S. Sunset Ave. Roswell, NM 88203

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From: Roy Granado

Sent: Monday, January 6, 2025 12:24 PM

To: Stephanie Hernandez (shernandez@ci.alamogordo.nm.us) <shernandez@ci.alamogordo.nm.us>

Cc: Steall Rael (srael@ci.alamogordo.nm.us) <srael@ci.alamogordo.nm.us>; cityattorney@ci.alamogordo.nm.us; Cynthia Astorga <cynthia@lindmarkcompanies.com>; Angie Duncan <angie@lindmarkcompanies.com>; Courtney Whitehouse <courtney@lindmarkcompanies.com>; Karen Gleffe <karen.gleffe@lindmarkcompanies.com>; Tom Palmer <tom@lindmarkcompanies.com>; Trent Lindmark <trent@lindmarkcompanies.com>

Subject: Lindmark Billboard Permit applications for The City of Alamogordo

Good afternoon Stephanie: Please see the attached letter and corresponding exhibits in regards to some recent Lindmark billboard applications with the City of Alamogordo...

Thank you for your reconsideration, have a great week!

Sincerely,

Roy Granado

Regional President - West
Lindmark Companies

✉ roy@lindmarkcompanies.com

📍 lindmarkcompanies.com

☎ 575.649.5465 (Cell)

📍 2104 S. Sunset Ave. Roswell, NM 88203

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RESOLUTION NO. 2025-09

A RESOLUTION ADOPTING A SIX-MONTH MORATORIUM ON NEW OFF-
PREMISE BILLBOARDS FOR THE CITY OF ALAMOGORDO

WHEREAS members of the City of Alamogordo City Commission have requested that staff establish a six-month moratorium on new off-premise billboards.

WHEREAS the City Commission continues to recognize the propagation of off-site commercial advertising, identified as billboards, can significantly detract from the city of Alamogordo's goal of enhanced aesthetics and improved image; and,

WHEREAS the City of Alamogordo defines a billboard under this moratorium as any off-premise advertising done on an elevated sign, that which is mounted on a wood, composite, or metal structure equal to or greater than four (4) feet in height off the ground, that has a sign face equal to or greater than one hundred (100) square feet, including but not limited to digital display; and

WHEREAS the City of Alamogordo defines an off-premise sign as any sign displaying a commercial message that pertains to a business, person, organization, activity, event, place, service, or product not principally located, or primarily manufactured, or sold on the premises on which the sign is located; and

WHEREAS the City of Alamogordo passed Resolutions No's. 2018-12 on April 3, 2018, expiring October 3, 2018, and; Resolution 2023-19 on May 23, 2023 expiring November 23, 2023, and; Resolution 2024-20 on March 26, 2024 expiring September 26, 2024, and: Resoluton 2024-65 on October 8, 2024 expiring April 8, 2025 establishing a six-month moratorium on new off-premise billboards,

WHEREAS the City of Alamogordo is in the process of updating the Code of Ordinances, which will include language pertaining to Signs and Billboards.

WHEREAS this moratorium will continue to apply to new electronic billboards, as well as continuing a moratorium on converting existing billboards into electronic signs.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Alamogordo, New Mexico adopts Resolution No. 2025-09, implementing a six-month moratorium on new off-premise billboards.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2024.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM

Ashley Smith, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/8/2025

Report Date: 07/03/2025

Report No: 10.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution No. 2025-19, adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommended capital outlay projects for Fiscal Years 2027-2031. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No significant fiscal impact.

Recommendation: Approve Resolution No. 2025-19

Background: The City is required to annually submit its approved 5-year plan for Infrastructure Capital Improvement Projects (ICIP) to the New Mexico Department of Finance, Local Government. The ICIP is a planning tool used to establish priorities for anticipated capital improvement projects to help prevent emergency situations. A project must be on the ICIP list to be eligible for capital outlay funding requests and most federal, state, and private funding requests. . As a result, the Office of the City Manager and staff initiated the annual ICIP process by requesting City departments to submit feasible projects for consideration.

Staff requests that the City Commission approve the ICIP project list as recommended and that the top five ICIP projects be presented for Legislative Capital Outlay Requests for possible funding. The top five projects are:

Bonito Lake Park Fishing Access and Day Use Re-Opening, Parks & Recreation Department, \$250,000
Plan, Design, Repair, Construct and Purchase Items to Maintain and Beautify the Exterior of City Buildings, Community Services Department, \$300,000
Procurement of Police Department Vehicles & Equipment, Police Department, \$500,000
Plan, design, and construct Zoo Perimeter Fencing, Runs, and Gates as needed, Community Services Department, \$1,000,000
Dry Canyon Arroyo Improvements Phase 1, Public Works Department, \$3,000,000

RESOLUTION NO. 2025-19

**A RESOLUTION ADOPTING THE FISCAL YEAR 2027-2031 INFRASTRUCTURE
CAPITAL IMPROVEMENT PLAN (ICIP) FOR THE CITY OF ALAMOGORDO, OTERO
COUNTY, NEW MEXICO**

WHEREAS, the City of Alamogordo, New Mexico, a municipal corporation, recognizes the financing of public capital projects has become a major concern in the State of New Mexico, and nationally; and,

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of our existing resources; and,

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and,

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long-range capital planning efforts.

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

Section 1. The City of Alamogordo has adopted the attached FY2027-2031 Infrastructure Capital Improvement Plan; and,

Section 2. It is intended that the Plan be a working document and that it be the first of many steps towards improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

Section 3. The City of Alamogordo has identified five (5) projects on the FY2027-2031 Infrastructure Capital Improvement Plan that they recommend for capital outlay applications,

Section 4. This Resolution superseded Resolution No. 2024-38.

PASSED APPROVED AND ADOPTED this 8th day of July, 2025.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

Susan L Payne, Mayor

ATTEST:

APPROVED AS TO FORM;

Rachel Hughs, City Clerk

Darrell Mori, City Attorney

FY 2027 - FY 2031 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY (ICIP)										
Department	Project Title	Category	Fund Sources	Funded to Date	2027	2028	2029	2030	2031	Project Grand Total
Parks & Recreation	Bonito Lake Park Fishing Access and Day Use Re-Opening	Public Park	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
Community Services	Plan, Design, Repair, Construct and Purchase Items to Maintain and Beautify the Exterior of City Buildings	City Facilities	GRANTS CAPITAL OUTLAY LOCAL FUND	\$ -	\$ 300,000.00	\$ -	\$ -	\$ -		\$ 300,000.00
Alamogordo Police Department	Procurement of Police Department Vehicles & Equipment	Public Safety Equipment/Bldgs	CAPITAL OUTLAY LOCAL FUND	\$2,469,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$ 4,969,000.00
Community Services	Plan, design, and construct Zoo Perimeter Fencing, Runs, and Gates as needed	Public Park	GRANTS CAPITAL OUTLAY LOCAL FUND	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -		\$ 1,000,000.00
Public Works	Dry Canyon Arroyo Improvements Phase 1	Highways/Roads/ Streets/Bridges	DOT GRANT STATE GRANT CAPITAL OUTLAY	\$ 185,000.00	\$ 3,000,000.00		\$ -	\$ -	\$ -	\$ 3,185,000.00
Administration	Plan, design and construct Development of Industrial Park	Buildings	CAPITAL OUTLAY OTHER STATE GRANTS NMFA LOAN LOCAL FUNDS	\$ -	\$ 2,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 2,000,000.00	\$ 13,000,000.00
Airport	PER Runway 22/04 and Taxiway Lighting	Airports	CAPITAL OUTLAY FEDERAL	\$ -	\$ 166,667.00	\$ -	\$ -	\$ -	\$ -	\$ 166,667.00
Airport	Design Runway 22/04 and Taxiway Lighting	Airports	CAPITAL OUTLAY FEDERAL	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	\$ 600,000.00
Airport	Construct Runway 22/04 and Taxiway Lighting	Airports	CAPITAL OUTLAY FEDERAL	\$ -	\$ -	\$ 7,650,000.00	\$ -	\$ -	\$ -	\$ 7,650,000.00
Airport	Design Rehab and Strengthen Runway 22/04 and Multiple Taxiways	Airports	CAPITAL OUTLAY FEDERAL	\$ -	\$ -	\$ 800,000.00	\$ -	\$ -	\$ -	\$ 800,000.00
Airport	Construct Rehab and Strengthen Runway 22/04 and Multiple Taxiways	Airports	CAPITAL OUTLAY FEDERAL	\$ -	\$ -	\$ -	\$ 2,500,000.00	\$ -	\$ -	\$ 2,500,000.00

FY 2027 - FY 2031 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY (ICIP)										
Department	Project Title	Category	Fund Sources	Funded to Date	2027	2028	2029	2030	2031	Project Grand Total
Airport	Design Rehab of Heavy Aircraft and General Aviation Parking Ramp	Airports	CAPITAL OUTLAY FEDERAL GRANT	\$ -	\$ -	\$ -	\$ 350,000.00	\$ -	\$ -	\$ 350,000.00
Airport	Construct Rehab of Heavy Aircraft and General Aviation Parking Ramp	Airports	CAPITAL OUTLAY FEDERAL GRANT	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000.00	\$ -	\$ 1,200,000.00
Airport	Design Relocation of Taxiway A Center Line	Airports	CAPITAL OUTLAY FEDERAL	\$ -	\$ 10,500,000.00	\$ -	\$ -	\$ -	\$ 500,000.00	\$ 11,000,000.00
Alamogordo Fire Department	Purchase of New Fire and Police Mobile Command Unit	Fire	CAPITAL OUTLAY FIRE FUND GRANT LOCAL FUNDS		\$ 2,000,000.00	\$ -	\$ -	\$ -		\$ 2,000,000.00
Alamogordo Police Department	Purchase and Equip Tasers for APD	Public Safety Equipment/Bldgs	CAPITAL OUTLAY STATE/FED/OTHER GRANTS LOCAL FUNDS	\$ -	\$ 106,427.00	\$ 106,427.00	\$ 106,427.00	\$ 106,427.00	\$ 106,427.00	\$ 532,135.00
Community Services	Purchase and Equip Vehicle for City Zoo	Public Park	GRANTS CAPITAL OUTLAY LOCAL FUND	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -		\$ 100,000.00
Community Services	Plan, design, and construct Zoo Hoof Stock Fence	Public Park	GRANTS CAPITAL OUTLAY LOCAL FUND	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -		\$ 200,000.00
Community Services	Plan, design, demo and reconstruct Zoo Clinic Building	Public Park	GRANTS CAPITAL OUTLAY LOCAL FUND	\$ -	\$ 335,500.00	\$ -	\$ -	\$ -		\$ 335,500.00
Community Services	Plan, design, and construct Zoo Canary Decking Replacement, Metal Posts and Perimeter Netting Support	Public Park	GRANTS CAPITAL OUTLAY LOCAL FUND	\$ -	\$ 197,000.00	\$ -	\$ -	\$ -		\$ 197,000.00
Community Services	Plan, Design, and Construct Renovation of Educational Building for Alameda Park Zoo	Buildings	GRANTS CAPITAL OUTLAY LOCAL FUND	\$ -	\$ 700,000.00	\$ -	\$ -	\$ -		\$ 700,000.00
Community Services	Senior Center Roof Replacement	Senior Facilities	STATE GRANTS ALTSD CAPITAL OUTLAY	\$ -	\$ 487,087.00	\$ -	\$ -	\$ -	\$ -	\$ 487,087.00
Community Services	Senior Center New Fleet Vehicle	Senior Facilities	STATE GRANTS ALTSD CAPITAL OUTLAY	\$ -	\$ 61,312.00	\$ -	\$ -	\$ -	\$ -	\$ 61,312.00

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FY 2027 - FY 2031 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY (ICIP)										
Department	Project Title	Category	Fund Sources	Funded to Date	2027	2028	2029	2030	2031	Project Grand Total
Community Services	Senior Center Hot Truck	Senior Facilities	STATE GRANTS ALTSD CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ 78,860.00	\$ -	\$ -	\$ 78,860.00
Community Services	Purchase and Equip New Bus for Senior Center	Senior Facilities	STATE GRANTS ALTSD CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	\$ 129,123.00	\$ -	\$ 129,123.00
Community Services	Plan, design, and construct new Senior Center Fitness Building	Senior Facilities	STATE GRANTS ALTSD CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,385,000.00	\$ 2,385,000.00
Community Services	Dudley School Building Renovation	Cultural Facilities	CAPITAL OUTLAY FEDERAL GRANTS STATE GRANTS	\$ 116,000.00	\$ 440,000.00	\$ -	\$ -	\$ -	\$ -	\$ 556,000.00
Community Services	Procurement of Special Events Equipment	Cultural Facilities	CAPITAL OUTLAY FEDERAL GRANTS STATE GRANTS	\$ -	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00
Parks & Recreation	Purchase and Install Driving Range Net Extension	Public Park	CAPITAL OUTLAY LOCAL FUND	\$ -	\$ 450,000.00	\$ -	\$ -			\$ 450,000.00
Parks & Recreation	Purchase and Equip Vehicles for City Parks	Public Park	GRANTS CAPITAL OUTLAY LOCAL FUND	\$ -	\$ 276,425.00	\$ -	\$ -	\$ -		\$ 276,425.00
Parks & Recreation	Purchase and Installation of Permanent Rubber Safety Mulch at Playgrounds throughout the City.	Public Park	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ -	\$ 400,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 1,200,000.00
Parks & Recreation	Renovation of Ponds at Desert Lake Golf Course	Recreation Facility	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ -	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 600,000.00
Parks & Recreation	Plan and Design Lake Area in Alamogordo	Park	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 1,500,000.00
Parks & Recreation	Plan, design, construct Roadway and Pond Improvements including Earthwork as needed at Balloon Park	Park	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ -	\$ 1,882,300.00	\$ -	\$ -	\$ -	\$ -	\$ 1,882,300.00
Parks & Recreation	Plan, design, construct Restroom, Stage, Fencing, and Utility Improvements at Balloon Park	Park	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ -	\$ -	\$ 765,630.00	\$ -	\$ -	\$ -	\$ 765,630.00

FY 2027 - FY 2031 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY (ICIP)										
Department	Project Title	Category	Fund Sources	Funded to Date	2027	2028	2029	2030	2031	Project Grand Total
Parks & Recreation	Purchase and Equip Vehicles for Golf Operations	Golf Course	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ -	\$ 45,342.00	\$ -	\$ -	\$ -		\$ 45,342.00
Parks & Recreation	Purchase of Maintenance Equipment for Golf Operations	Golf Course	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ -	\$ 62,837.00	\$ -	\$ -	\$ -		\$ 62,837.00
Parks & Recreation	Equipment Washer for Golf Course	Golf Course	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ -	\$ 94,075.00	\$ -	\$ -	\$ -		\$ 94,075.00
Parks & Recreation	Greens Conversion for the Golf Course	Golf Course	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ -	\$ 1,113,821.00	\$ -	\$ -	\$ -		\$ 1,113,821.00
Parks & Recreation	Equipment Lift for the Golf Course	Golf Course	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ -	\$ 12,983.00	\$ -	\$ -	\$ -		\$ 12,983.00
Parks & Recreation	Purchase of Maintenance Equipment for Park Operations	Park	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ -	\$ 183,520.00	\$ -	\$ -	\$ -		\$ 183,520.00
Parks & Recreation	Construction of Alamogordo Station	Facility-Other	FEDERAL GRANTS STATE GRANTS CAPITAL OUTLAY	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ 15,000,000.00		\$ 16,000,000.00
Public Works	Dry Canyon Arroyo Improvements Phase 2	Highways/Roads/ Streets/Bridges	DOT GRANT STATE GRANT CAPITAL OUTLAY	\$ 60,000.00	\$ -	\$ 125,000.00	\$ 3,800,000.00		\$ -	\$ 3,985,000.00
Public Works	Dry Canyon Arroyo Improvements Phase 3	Highways/Roads/ Streets/Bridges	DOT GRANT STATE GRANT CAPITAL OUTLAY	\$ 60,000.00	\$ -	\$ 125,000.00	\$ 2,500,000.00	\$ -	\$ -	\$ 2,685,000.00
Public Works	Plan, design, reconstruct Airport Road	Highways/Roads/ Streets/Bridges	DOT GRANT STATE GRANT CAPITAL OUTLAY		\$ 500,000.00					\$ 500,000.00
Utilities	Snake Tank Transmission Line	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT CAPITAL OUTLAY NMED LOAN	\$ 1,200,000.00	\$ 4,600,000.00	\$ 4,600,000.00	\$ 4,600,000.00	\$ 4,600,000.00	\$ 4,600,000.00	\$ 24,200,000.00
Utilities	Fresnal Canyon Pipeline Replacement, Diversion 5 to Snow Smith Springs	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000.00
Utilities	La Luz Well #4 Replacement	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000.00
Utilities	Construct Zone 3 Transmission Main	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,500,000.00

FY 2027 - FY 2031 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY (ICIP)										
Department	Project Title	Category	Fund Sources	Funded to Date	2027	2028	2029	2030	2031	Project Grand Total
Utilities	Redrill & Equip Well # 4	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000.00
Utilities	Snake Tank Well Equipping	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ 2,052,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,052,000.00
Utilities	Zone 3 Transmission Main	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,500,000.00
Utilities	Zone 4 Distribution Improvements (Hwy 70 East & West)	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ 4,000,000.00	\$ 4,500,000.00	\$ -	\$ -	\$ -	\$ 8,500,000.00
Utilities	Prather Transmission Main Replacement	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ -	\$ 4,500,000.00	\$ 4,500,000.00	\$ -	\$ -	\$ 9,000,000.00
Utilities	Spring Collection Can Renovation / Replacement (source water) Alamo Canyon / Gordon Canyon	Water Production	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000.00
Utilities	Spring Collection Can Renovation / Replacement (source water) Caballero	Water Production	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	\$ 600,000.00
Utilities	Wastewater Plant Phase 4	Water Production	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ 4,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 4,500,000.00
Utilities	Elevated Tank Water Pressure Zone 4 for Fireflow	Water Distribution	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ -	\$ 5,000,000.00	\$ -	\$ -	\$ -	\$ 5,000,000.00
Utilities	Golf Course Area Gst (3mg Additional Storage)	Water Production	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ -	\$ 5,000,000.00	\$ -	\$ -	\$ -	\$ 5,000,000.00

FY 2027 - FY 2031 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY (ICIP)										
Department	Project Title	Category	Fund Sources	Funded to Date	2027	2028	2029	2030	2031	Project Grand Total
Utilities	Spring Collection Can Renovation / Replacement (source water) Lower Maruche	Water Production	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ 600,000.00
Utilities	Spring Collection Can Renovation / Replacement (source water) Lower Springer	Water Production	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00
Utilities	Spring Collection Can Renovation / Replacement (source water) Snow Smith	Water Production	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00
Utilities	Spring Collection Can Renovation / Replacement (source water) Upper Maruche	Water Production	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ -	\$ 300,000.00	\$ -	\$ -	\$ -	\$ 300,000.00
Utilities	24" Waterline Extension Scenic & 18th to Indian Wells Road (Carmel section included)	Water Distribution	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ 380,000.00	\$ -	\$ -	\$ 380,000.00
Utilities	Spring Collection Can Renovation / Replacement (source water) Crockett	Water Production	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ 600,000.00	\$ -	\$ -	\$ 600,000.00
Utilities	Upper Ocotillo Storage Tank Installation 3.0 MG	Water Production	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200,000.00	\$ 3,200,000.00
Utilities	La Luz Surface Water Plant Renovation	Water Production	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000,000.00	\$ 12,000,000.00
Utilities	Alamo Surface Water Plant Renovation	Water Production	LOCAL FUNDS LOCAL BOND NMED GRANT/LOAN CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000,000.00	\$ 6,000,000.00
Grand Total				\$ 5,090,000.00	\$ 61,717,296.00	\$ 38,272,057.00	\$ 23,315,287.00	\$ 24,735,550.00	\$ 32,491,427.00	\$ 185,621,617.00
								Verification		\$ 185,621,617.00

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/8/2025

Report Date:

Report No: 11.

Submitted By:

Subject: Adjourn into Executive Closed Session in compliance with 10-15-1(H)(7)NMSA (as amended) to discuss: Current Litigation Nelson v. City of Alamogordo. *(Kimberly Martinez and Jared Najjar, Virtue & Najjar PC: Darrell Mori, City Attorney)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: