



# Alamogordo City Commission

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## NOTICE OF MEETING

### Regular Meeting Agenda

July 28, 2026 - 6:30 PM

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

Sharon McDonald ..... Mayor  
Joshua Rardin ..... Mayor Pro-Tem, District 4  
Baxter Pattillo ..... District 1  
Stephen Burnett ..... District 2  
Warren Robinson ..... District 3  
Al Hernandez ..... District 5  
Mark Tapley ..... District 6

Robert Stockwell ..... City Manager  
Vacant ..... 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 of EMT-B Certificates to Fire Staff. (Justin Powell, ENMU Roswell EMS Program Director and Melissa Carter, ENMU Roswell Adjunct EMS Instructor)

2. Update on the Alamogordo Chamber of Commerce. *(Adam Hoppes, Executive Director)*

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**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.*

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**CITY MANAGER'S REPORT**

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**REMARKS AND INQUIRIES BY THE CITY COMMISSION**

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**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 Regular Commission Meeting on July 14, 2026. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, approval of the Annual Reports from City Boards and Committees for Fiscal Year 2026. *(Robert Stockwell, City Manager)*
4. Consider, and act upon, an agreement with Otero County for receipt of a \$35,000 reimbursable grant award for the Alamogordo Public Library to avail library collections to Otero County residents. *(Eileen Flint, Community Services Director and Kim Underwood, Library Manager)*
5. Consider, and act upon, an agreement with Otero County for Alamo Senior Center services to County residents. The total amount budgeted is \$52,305.00 (\$30,789.00 for home-delivered meals and \$21,516.00 for transportation). *(Eileen Flint, Community Services Director and Magdalena Morales, ASC Manager)*
6. Consider, and act upon, Great Blocks Contract Change Order No. 3 in the amount of \$34,188.11. *(Shelley Dowhanik-Baron, Community Development Director)*
7. Consider, and act upon, awarding of the contract 2026-004 Fixed Route Transportation Services to Zia Therapy Center, Inc. *(Jimmy Vargas, Public Works Director)*
8. Consider, and act upon, Resolution 2026-27 approving the agreement for the annual membership between the City and the Southeastern New Mexico Economic Development District/ COG, to include a contribution of \$9,121. *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

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**ITEMS REMOVED FROM CONSENT AGENDA**

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**UNFINISHED BUSINESS**

9. Consider, and act upon, Ordinance 1724 for adoption and final publication, an Ordinance repealing Chapter 22, Subdivision Requirements, of the Code of Ordinances of the City of Alamogordo, New Mexico, and adopting updated Subdivision Regulations in Chapter 20, Land Development Code. *(Shelley Dowhanik-Baron, Community Development Director)* **(Roll Call Vote Required)**

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**NEW BUSINESS**

10. Consider, and act upon, Resolution 2026-26 creating a Mayor's Youth Advisory Commission *(Shelley Dowhanik-Baron, Community Development Director)* **(Roll Call Vote Required)**

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**ADJOURNMENT**



# AGENDA REPORT

CITY OF ALAMOGORDO  
CITY COMMISSION

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**Meeting Date:** 7/28/2026

**Report Date:** 07/21/2026

**Report No:** 1.

**Submitted By:** Amanda Renner

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**Subject:** Presentation of EMT-B Certificates to Fire Staff. *(Justin Powell, ENMU Roswell EMS Program Director and Melissa Carter, ENMU Roswell Adjunct EMS Instructor)*

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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**Recommendation:** Presentation Only

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**Background:** Presentation of EMT-B Certificates to Lieutenant John Stroope, III and Firefighters John Stewart, Juan Valles, Eric Martinez and Nathan Preisner.

# AGENDA REPORT

CITY OF ALAMOGORDO  
CITY COMMISSION

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**Meeting Date:** 7/28/2026

**Report Date:** 07/21/2026

**Report No:** 2.

**Submitted By:** Rachel Hughs

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**Subject:** Update on the Alamogordo Chamber of Commerce. *(Adam Hoppes, Executive Director)*

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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**Recommendation:** Presentation only.

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**Background:**

Briefing from the Chamber of Commerce.

# City Commission Briefing



## ALAMOGORDO NEW MEXICO



Presented by  
Alamogordo Chamber of  
Commerce



# Big Picture

A Year of Measurable Progress

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**\$150k+**

raised for Gateway Freedom Monument

**2x**

Altus Trophy wins (2023 & 2025)

**194**

new housing units underway

**10,000+**

volunteer hours mobilized

## ACROSS THE CHAMBER

### Gateway Freedom Monument

Phase II Complete

### The Hub of Enchantment

Regional campaign in development

### Housing Development

Two projects breaking ground

### Advancing Air Service

Wing Commander support secured

### Microplex Opportunity

Federal status - CBSA 10460

### Leadership Otero

Applications open now

# Gateway Freedom Monument

## A Chamber-Driven Legacy Project

The F-4 Phantom II sat as city property since 2018 without a permanent home. The Chamber spearheaded fundraising, assisted in coordinating contractors, and organized volunteer labor to transform it into Alamogordo's most visible landmark — now standing at the gateway intersection of US-70 and US-54, greeting every visitor and honoring the city's enduring bond with Holloman AFB.

Following the December 8, 2025 ribbon-cutting and Holloman flyover, Phase II is now complete: donor brick trays set, landscaping finished, and monument lettering installed. The July 2 dedication drew 400+ attendees, with Vietnam-era ace Col. Chuck DeBellevue as guest speaker. The monument stands as core evidence of the 2025 Altus Trophy win.

**150+**  
volunteers

**10,000+**  
volunteer hours  
(Over \$250,000 Value)

**\$150,000+**  
raised in private funding

**400+**  
at July 2nd dedication





# The Altus Trophy

## AETC's Top Community Support Award

The Altus Trophy is Air Education and Training Command's top award for community support — given each year to the one base and community with the strongest partnership across all of AETC.

For 2025, that community is Alamogordo and Holloman Air Force Base — the second time in three years the partnership has earned the honor. The Chamber assembled the winning submission: a 108-page package documenting the year's work, with the Gateway Freedom Monument as core evidence.

**2x**

wins in three years  
(2023 & 2025)

**108**

page winning submission built  
by the Chamber



U.S. Air Force photo by A1C Ryan Witkop



# Housing Development Progress

## Metropolitan Rehabilitation Tax Rebate Program

New multifamily units breaking ground

### Patriot Pointe Apartments

**Status:** Groundbreaking set for August 2026

114 units | 305 Moonglow Ave.

**Type:** Gated townhome complex, 1/2/3-BR

**Financing:** \$21M federal loan (HUD guarantee)

**Incentive:** 7-year property tax abatement (MRA)

**Serves:** Military families and general public

### Sendero Alamo Apartments

**Status:** Under Construction

80 units | Mesa Village area

**Type:** Solar-powered military housing

**Developer:** Military Housing Authority (MHA)

**Groundbreaking:** March 4, 2026

**Serves:** Active-duty Holloman personnel



For 25 years, no significant multifamily housing was built in Alamogordo — not because the need wasn't there, but because no one was making the case to developers. The Chamber changed that. By connecting developers with city and county leadership, building community and governmental consensus, and shepherding projects through the complex incentive and approval process — including the Metropolitan Rehabilitation Tax Rebate program — the Chamber created the conditions that finally made Alamogordo viable for investment.

# Investors & Developers

The Chamber Behind Two Active Projects

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THE INVESTOR

## Extended-Stay Lodging for Holloman

Acquiring an existing hotel and converting it to monthly-stay lodging built for Holloman personnel - filling the gap for Airmen arriving, transitioning, or on extended assignment, and keeping that spending in Alamogordo.

In Progress

THE DEVELOPER

## Infill Housing, Fast-Tracked

Fresh off completing new duplexes, ready to break ground on 8 more units - with another 8-12 identified across town. The Chamber is analyzing incentives like Metropolitan Rehabilitation Tax Rebate Program to help build quickly.

Developed Plans



# The Microplex Opportunity

## A Course-Altering Regional Initiative

The Chamber-conceived Alamogordo-Ruidoso microplex partnership with Lincoln County is the most transformative long-term initiative on the table. A microplex formally combines two communities' populations, labor pools, and economic assets unlocking higher-tier state and federal designations, expanded grant eligibility, and corporate site selection thresholds that neither community can reach alone.

The precedent is documented. When Clovis and Portales combined into New Mexico's first microplex — designated by the federal Office of Management and Budget in 2002 — the consolidated market of 50,000+ drew national retailers like Lowe's and a \$190 million cheese plant employing more than 200 people. The Alamogordo–Ruidoso case is even stronger: two communities with complementary identities — defense and aerospace paired with resort and hospitality — creating a regional story neither can tell alone.



*Alamogordo is already federally recognized as a Micropolitan Statistical Area (CBSA 10460). The microplex builds directly on that foundation.*

[OMB Bulletin No. 23-01 \(2023\)](#)





THE DIRECTOR

EXECUTIVE OFFICE OF THE PRESIDENT  
OFFICE OF MANAGEMENT AND BUDGET  
WASHINGTON, D.C. 20503

July 21, 2023

OMB BULLETIN NO. 23-01

TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS

SUBJECT: Revised Delineations of Metropolitan Statistical Areas, Micropolitan Statistical Areas, and Combined Statistical Areas, and Guidance on Uses of the Delineations of These Areas

- Purpose:** This Bulletin and its Appendix (the Bulletin) establish revised delineations for the Nation’s Metropolitan Statistical Areas, Micropolitan Statistical Areas, Combined Statistical Areas, and Metropolitan Division, collectively referred to as Core Based Statistical Areas.  
  
This Bulletin updates and supersedes OMB Bulletin No. 20-01, issued on March 6, 2020. The delineations of the statistical areas shown in the Appendix’s six lists take effect immediately. The Bulletin also provides guidance on the use of the delineations. This Bulletin does not affect any changes to the OMB standards.
- Background:** Pursuant to 44 U.S.C. § 3504(e)(3) & (10), 31 U.S.C. § 1104(d), and Executive Order No. 10253 of June 11, 1951, OMB delineates Core Based Statistical Areas for use in Federal statistical activities. These delineations reflect the *2020 Standards for Delineating Core Based Statistical Areas* (“the 2020 Standards”) published by the Office of Management and Budget (OMB) on July 16, 2021 (86 FR 37770), and the application of those standards to Census Bureau population and journey-to-work data (e.g., 2020 Decennial Census, American Community Survey, and Census Population Estimates Program data).
- Update of Statistical Areas:** The Appendix to this Bulletin provides the following lists of statistical areas that are recognized under the standards:
  - List 1 is an alphabetical list by title of all 935 Metropolitan Statistical Areas and Micropolitan Statistical Areas in the United States and Puerto Rico.
  - List 2 provides titles, codes, delineations, principal cities, and Metropolitan Divisions for all 393 Metropolitan Statistical Areas (387 in the United States and 6 in Puerto Rico).
  - List 3 provides titles, codes, and delineations for the 37 Metropolitan Divisions within their respective Metropolitan Statistical Areas.

List 1

Metropolitan and Micropolitan Statistical Areas

This list provides an alphabetical list by title of all 935 Metropolitan and Micropolitan Statistical Areas. The code for each Metropolitan and Micropolitan Statistical Area is provided.

| Code  | Metropolitan or Micropolitan Statistical Area Title       |
|-------|-----------------------------------------------------------|
| 10100 | Aberdeen, SD Micropolitan Statistical Area                |
| 10140 | Aberdeen, WA Micropolitan Statistical Area                |
| 10180 | Abilene, TX Metropolitan Statistical Area                 |
| 10220 | Ada, OK Micropolitan Statistical Area                     |
| 10300 | Adrian, MI Micropolitan Statistical Area                  |
| 10380 | Aguadilla, PR Metropolitan Statistical Area               |
| 10420 | Akron, OH Metropolitan Statistical Area                   |
| 10460 | Alamogordo, NM Micropolitan Statistical Area              |
| 10480 | Alamosa, CO Micropolitan Statistical Area                 |
| 10500 | Albany, GA Metropolitan Statistical Area                  |
| 10540 | Albany, OR Metropolitan Statistical Area                  |
| 10580 | Albany-Schenectady-Troy, NY Metropolitan Statistical Area |
| 10620 | Albemarle, NC Micropolitan Statistical Area               |
| 10660 | Albert Lea, MN Micropolitan Statistical Area              |
| 10700 | Albertville, AL Micropolitan Statistical Area             |
| 10740 | Albuquerque, NM Metropolitan Statistical Area             |
| 10760 | Alexander City, AL Micropolitan Statistical Area          |
| 10780 | Alexandria, LA Metropolitan Statistical Area              |
| 10820 | Alexandria, MN Micropolitan Statistical Area              |

# Advancing Air Service

## Building the Case for Regional Jet Service

The Chamber's Executive Director serves as the formal Airport Liaison between the City and the Airport Advisory Board, facilitating monthly coordination meetings with Holloman leadership. That sustained relationship produced a formal letter of support from 49th Wing Commander Col. John Ethridge, stating that establishing regional air service is a top priority for Holloman and the local community.

The Chamber also assisted in the sale of Ed's Flying Service to a new operator now expanding aircraft maintenance and charter operations at the airport, and led development of a comprehensive Air Service Market Study scoping routes to DFW, PHX, DEN, and SLC. The next phase targets OLDCC funding for a new terminal at HAFB.

"The establishment of this air service is a top priority for our installation and the local community." — Col. John T. Ethridge, 49th Wing Commander, February 2026







DEPARTMENT OF THE AIR FORCE  
HEADQUARTERS 49TH WING (AETC)  
HOLLOMAN AIR FORCE BASE, NEW MEXICO

10 February 2026

MEMORANDUM FOR THE CITY OF ALAMOGORDO

FROM: 49 WG/CC

SUBJECT: Support for Regional Air Service at Alamogordo-White Sands Regional Airport and Holloman Air Force Base

1. Holloman Air Force Base fully supports the initiative to establish regional air service at Holloman Air Force Base or the Alamogordo-White Sands Regional Airport. This service would improve the quality of life for our personnel and strengthen community ties throughout the Tularosa Basin. The establishment of this air service is a top priority for our installation and the local community. An Airport Initiative Working Group, formed in April 2024, has been meeting monthly to advance this goal and is seeking significant progress toward Part 139 compliance. We are also encouraged that the City of Alamogordo is conducting a market analysis to ensure the long-term viability of the effort.

2. The presence of reliable, regional air service will not only provide much-needed travel options for our service members and their families but will also foster economic growth for the region. We are committed to supporting this initiative and working alongside you and other stakeholders to bring it to fruition. We look forward to a continued partnership in making this critical infrastructure a reality.

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123  
JOHN T. ETHRIDGE, Colonel, USAF  
Commander

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ETHRIDGE.JOHN.TILLMAN.124  
0907123  
Date: 2026.02.10 16:52:40  
-07'00'

# HAFB Letter

# Membership Benefits Suite

Delivering Everyday Value to Members

## ONLINE CONCIERGE

A member-first concierge on alamogordo.com — one point of contact to help businesses navigate resources, referrals, and Chamber tools, and get answers fast.

Developing

## BUSINESS SPOTLIGHTS

Weekly and monthly member features on the City of Alamogordo billboard — free, high-visibility exposure putting local businesses in front of thousands of daily commuters.

Design

## BLACK CARD & LOYALTY CARD

A B2B Black Card for premium member-to-member perks, plus a citizen loyalty card that rewards residents for shopping local — driving traffic straight to member businesses.

Design



# Chamber Initiatives

Positioning Alamogordo as a Regional Hub

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## The Hub of Enchantment

A regional identity campaign positioning Alamogordo as the hub of the Land of Enchantment - the central connector to White Sands, Ruidoso, Cloudcroft, Ski Apache, and the New Mexico Museum of Space History. Built to pull tourism and innovation toward the region, developed in-house by the Chamber's media team.

In Development

## White Sands Recreational Rentals

A gear-rental hub at the Visitor Center so White Sands visitors can rent sandboard and sled locally - keeping tourists in Alamogordo, including the possibility of a sand wheelchair, opening the dunes to visitors with mobility needs.

Finalizing Feasibility

# Leadership *Otero*

**Most leadership programs happen in a classroom. This one happens in your county.** Over nine months, twenty people build the judgment, relationships, skills, and credibility to lead here. see how it works up close, understand the people who run it, and leaving something behind.

| “A county rises only as far as its leaders see.”

## 01 — IMMERSION

Site Visits, not *slide decks*.

Each session moves through a different sector — Holloman AFB, the courts, the hospital, the Mescalero Apache Tribe, the schools, city hall, the co-ops that keep the lights on.

## 02 — DIALOGUE

Conversations *on the record*.

Speakers are decision-makers — managers, owners, directors, elected officials — there to be asked anything. Disagreement is welcome. Listening is required.

## 03 — LEGACY

Something *left behind*.

Each cohort chooses a Legacy Project at orientation and delivers it over the year. Past classes funded scholarships, restored public spaces, and improved school facilities.

CLASS OF 2026–2027 · APPLICATIONS OPEN NOW

Twenty seats. *One County.*

APPLY BY

July 15, 2026

CLASS BEGINS

Sept 22, 2026

Apply at [leadershipotero.org](https://leadershipotero.org) · [hello@leadershipotero.org](mailto:hello@leadershipotero.org)



SCAN TO  
APPLY



# Union Pacific Train Stop & Hotel

A New Gateway for Passengers & Freight

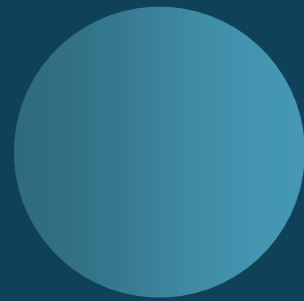
## Early Stage - Feasibility Assessment

At the City's request, the Chamber is assessing the feasibility of a Union Pacific train stop — serving both passenger and freight rail — and an adjacent hotel in Alamogordo. Working from the City's RFP, the evaluation weighs the infrastructure, partnerships, and demand required to make rail service and lodging viable here. The upside runs two ways: passenger service and a hotel could open a new front door for tourism and extend visitor stays, while freight access could give local industry a direct link to national rail — lowering shipping costs and strengthening the case for new investment and jobs.

# 3-5 Year Outlook

Building the Alamogordo of the Next Five Years

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## Water Security

Expand reservoir and brackish-water desalination capacity, leveraging the region's existing water assets to secure long-term supply.



## Trail System

A connected trail system linking White Sands Boulevard to the foothills — recreation, tourism, and everyday quality of life.



## Economic Uplift

Targeted incentives to attract large-scale employers — raising wages and the consumer base that draws higher-tier dining, retail, and entertainment.

*Every one of these moves forward in partnership with the City of Alamogordo.*

# AGENDA REPORT

CITY OF ALAMOGORDO  
CITY COMMISSION

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**Meeting Date:** 7/28/2026

**Report Date:** 07/20/2026

**Report No:** 3.

**Submitted By:** Rachel Hughs

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**Subject:** Approve the minutes for the Regular Commission Meeting on July 14, 2026. *(Rachel Hughs, City Clerk)*

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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**Recommendation:** Approve the minutes.

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**Background:**

This is required by the Open Meetings Act.



**CITY OF ALAMOGORDO, NEW MEXICO**  
**CITY COMMISSION REGULAR MEETING MINUTES**  
**6:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS**  
**July 14, 2026**

**SHARON MCDONALD, MAYOR**  
**JOSHUA RARDIN, MAYOR PRO-TEM**  
**BAXTER PATTILLO, COMMISSIONER**  
**STEPHEN BURNETT, COMMISSIONER**  
**WARREN ROBINSON, COMMISSIONER**

**AL HERNANDEZ, COMMISSIONER**  
**MARK TAPLEY, COMMISSIONER**  
**ROBERT STOCKWELL, CITY MANAGER**  
**VACANT, CITY ATTORNEY**  
**RACHEL HUGHS, CITY CLERK**

**CALL TO ORDER & ROLL CALL**

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Mayor McDonald called the meeting to order at 6:30 PM. Roll Call was taken by the City Clerk. All the Commission was in attendance, and City Clerk Hughs announced that a quorum was present.

**INVOCATION & PLEDGE OF ALLEGIANCE**

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The Invocation was given by Pastor Kelly Sen of Berean Independent Baptist Church, and the Pledge of Allegiance was led by Commissioner Burnett.

**APPROVAL OF AGENDA**

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Mayor McDonald stated that Item 7 would be removed and brought to the next meeting.

**Commissioner Robinson moved to Approve as amended.**  
**Commissioner Rardin seconded the motion.**  
**Motion Passed with a vote of 7-0-0.**

**PUBLIC COMMENT**

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1. Wendy Urquidez, representing 100% Otero, invited the community to participate in a survey to prioritize needs for a housing bill that would be submitted to the legislature in Santa Fe. She noted the survey addressed vacant homes and community facelifts and could help bring money into Otero County for housing assistance.
2. Kim Murillo spoke about retaliation regarding the hiring process of the city manager. She asked the Commission to reverse retaliation by forgiving alleged uncollected funds assessed against a citizen.
3. Johnny Powell, President and CEO of the International Space Hall of Fame Foundation, thanked the city for the successful fireworks show at the museum. He noted that while there were initial struggles, the event was well-executed.
4. Susan Payne addressed her inclusion on the city's "write-off list" for uncollectible accounts. She said she was stunned to learn she owed money, yet had written a check for \$537 without understanding the charges. She challenged Mayor Pro-Tem Rardin to pay a \$1,600 waterline bill he had incurred in 2021.
5. Jerry Martinez spoke on the topic of transparency and encouraged the Commission to work together and move the city forward. He also highlighted the "First Nations Second Chance" program, which aimed to assist the unhoused, veterans, and victims of domestic violence.

**CITY MANAGER'S REPORT**

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1. City Manager Robert Stockwell reported that he had been on the job for fourteen days and had spent time meeting with city employees and directors. He stated that staff members were well-informed and dedicated to their roles.
2. He highlighted the success of retention ponds built around Bonito Lake, noting they had successfully prevented mud, fire debris, and ash from entering the lake during recent heavy runoff.

3. He clarified that all correspondence from city staff, including emails and documents, should be treated as open to the public unless they fall into a small category of confidential items. He is committed to being as open as possible with the citizens and community.

## **REMARKS AND INQUIRIES BY THE CITY COMMISSION**

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Mayor McDonald thanked Austin Harris for his input on installing park benches and trash cans at the monument. She reported throwing out the first pitch for a baseball league. She noted that signups were available for the District 5 citywide cleanup on Saturday, July 18. She stated that seven dumpsters would be available across various locations.

Mayor McDonald asked for clarification regarding weed maintenance responsibility for a resident on Post Avenue. She said she had seen a resident hacking down weeds taller than herself and wanted to ensure the city addressed the area outside the property line. City Manager Stockwell stated that staff would go by to check the situation.

## **CONSENT AGENDA**

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1. Approve the minutes for the Regular Commission Meeting on June 23, 2026. *(Rachel Hughs, City Clerk)*
2. Approve the statements related to the Executive Closed Session of the Regular Meeting held on June 23, 2026. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, Resolution 2026-24 to dissolve the Senior Volunteer Programs Advisory Council. *(Eileen Flint, Community Services Director and Magdalena Morales, ASC Manager)* (Roll Call Vote Required)
4. Consider, and act upon, Resolution No. 2026-25, accepting a Municipal Arterial Program Cooperative Agreement, L200738, from the New Mexico Department of Transportation in the amount of \$325,000.00; with NMDOT's share totaling \$243,750.00, and the City's share totaling \$81,250.00, for rehabilitation of a portion of 1st Street. *(Jimmy Vargas, Public Works Director)* (Roll Call Vote Required)
5. Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY27 contract for Direct Purchase of Services for senior programs. The total amount budgeted is \$565,246.00 *(Eileen Flint, Community Services Director and Magdalena Morales, ASC Manager)*.
6. 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. The total amount budgeted is \$44,161.00 *(Eileen Flint, Community Services Director and Magdalena Morales, ASC Manager)*.

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

## **UNFINISHED BUSINESS**

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7. Consider, and act upon, Ordinance 1724 for adoption and final publication, an Ordinance repealing Chapter 22, Subdivision Requirements, of the Code of Ordinances of the City of Alamogordo, New Mexico, and adopting updated Subdivision Regulations in Chapter 20, Land Development Code. *(Shelley Dowhanik-Baron, Community Development Director, Liz Treat, Planner, Bohannan Huston)* (Roll Call Vote Required)

Item 7 was removed from the agenda during the Approval of the Agenda.

**NEW BUSINESS**

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**8. Consider, and act upon, Resolution 2026-21 requesting approval of the FY 2027 Rates & Fees Document at the Alamogordo-White Sands Regional Airport. (Troy Orr, Airport Manager) (Roll call vote required)**

Community Services Director Flint and Airport Manager Orr, presented the annual review of rates and fees for the airport. They noted the document was reviewed and approved by the Airport Advisory Board in April to ensure rates kept up with inflation.

Mayor McDonald asked how many times the Commission had seen an agenda item to raise these rates. Community Services Director Flint stated this was the second time. Mayor Pro-Tem Radin asked which specific rates were increasing. Community Services Director Flint stated that lease rates were increasing by 2.7% (CPI) and commercial landing fees were being raised from 30 cents to 40 cents to be concurrent with what the Federal government pays. Commissioner Hernandez noted he had attended the advisory board meeting the previous week and confirmed the board was fine with the changes.

**ADJOURNMENT**

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**Commissioner Burnett moved to Adjourn.**  
**Commissioner Robinson seconded the motion.**  
**Motion Passed with a vote of 7-0-0.**

ATTEST:

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Mayor Sharon McDonald

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City Clerk Rachel Hughs

(Prepared by Rachel Hughs, City Clerk)  
Approved at the Regular Meeting held on July 28, 2026.



# AGENDA REPORT

## CITY OF ALAMOGORDO CITY COMMISSION

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**Meeting Date:** 7/28/2026

**Report Date:** 06/30/2026

**Report No:** 4.

**Submitted By:** Donneen Cota

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**Subject:** Consider, and act upon, approval of the Annual Reports from City Boards and Committees for Fiscal Year 2026. *(Robert Stockwell, City Manager)*

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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**Recommendation:** Approve the reports.

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**Background:**

ARTICLE 2-04. BOARDS, COMMISSIONS, AND COMMITTEES

2-04-050. - Generally—Organization

(3) 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 2025 to June 2026.

Boards and Committees — Liaisons

Airport Advisory Board — Kristen Salas

Airport Zoning Board — Kristen Salas

Alamogordo Public Library Board — Melissa Garcia

Parks and Recreation Board — Sven Sears

Senior Volunteer Programs Advisory Council — Mitzi Jones

# Airport Advisory Board

## Annual Report

July 1, 2025 – June 30, 2026

### **Purpose of the Airport Advisory Board:**

#### 4-02-040 – Airport Board – Duties:

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.

### **Member Requirements:**

#### 4-02-030 – Airport Board – Organization

The airport board shall select from its members a chairman and vice-chairman. The city shall appoint and provide a recording secretary and the board may adopt any rules and regulations governing its proceedings which are not inconsistent with the ordinances of the city. The manager of the airport shall act as advisor to the board, providing it with all information necessary for performance of its duties. The mayor and city manager shall serve as ex officio members.

### **Day and Time of Meetings:**

1<sup>st</sup> Thursday of the Month

### **Liaison:**

Kris Salas, Community Services Executive Assistant

### **Members and Record of Attendance:**

|                                        | <b>Manuel Gonzales<br/>Jr. – Chair<br/>6<sup>th</sup> Term – Term<br/>Expires:<br/>5/28/2026</b> | <b>Lance Grace – V<br/>Chair<br/>9<sup>th</sup> Term – Term<br/>Expires:<br/>1/23/2026</b> | <b>Erich<br/>Wuersching<br/>6<sup>th</sup> Term - Term<br/>Expires:<br/>5/28/2026</b> | <b>Mark S.<br/>Werner<br/>1<sup>st</sup> Term –<br/>Term Expires:<br/>12/3/2026</b> | <b>Robert Hicks<br/>6<sup>th</sup> Term – Term<br/>Expires:<br/>1/23/2028</b> |
|----------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Thursday, July 3,<br/>2025</b>      | <b>X</b>                                                                                         | <b>X</b>                                                                                   | <b>X</b>                                                                              | <b>X</b>                                                                            | <b>X</b>                                                                      |
| <b>Thursday, August 7,<br/>2025</b>    | <b>X</b>                                                                                         | <b>X</b>                                                                                   |                                                                                       | <b>X</b>                                                                            |                                                                               |
| <b>Thursday, September<br/>4, 2025</b> | <b>X</b>                                                                                         | <b>X</b>                                                                                   | <b>X</b>                                                                              | <b>X</b>                                                                            | <b>X</b>                                                                      |
| <b>Thursday, October 2,<br/>2025</b>   | <b>X</b>                                                                                         | <b>X</b>                                                                                   | <b>X</b>                                                                              | <b>X</b>                                                                            | <b>X</b>                                                                      |
| <b>Thursday, November<br/>6, 2025</b>  | <b>X</b>                                                                                         | <b>X</b>                                                                                   | <b>X</b>                                                                              | <b>X</b>                                                                            | <b>X</b>                                                                      |
| <b>Thursday, December<br/>4, 2025</b>  | <b>X</b>                                                                                         | <b>X</b>                                                                                   | <b>X</b>                                                                              | <b>X</b>                                                                            | <b>X</b>                                                                      |
| <b>Thursday, January 8,<br/>2026</b>   | <b>X</b>                                                                                         | <b>X</b>                                                                                   | <b>X</b>                                                                              | <b>X</b>                                                                            | <b>X</b>                                                                      |
| <b>Thursday, February<br/>5, 2026</b>  | <b>X</b>                                                                                         | <b>X</b>                                                                                   | <b>X</b>                                                                              | <b>X</b>                                                                            | <b>X</b>                                                                      |
| <b>Thursday, March 5,<br/>2026</b>     | <b>X</b>                                                                                         | <b>X</b>                                                                                   | <b>X</b>                                                                              | <b>X</b>                                                                            | <b>X</b>                                                                      |
| <b>Thursday, April 2,<br/>2026</b>     | <b>X</b>                                                                                         | <b>X</b>                                                                                   | <b>X</b>                                                                              | <b>X</b>                                                                            |                                                                               |
| <b>Thursday, May 7,<br/>2026</b>       | <b>X</b>                                                                                         | <b>X</b>                                                                                   |                                                                                       | <b>X</b>                                                                            | <b>X</b>                                                                      |
| <b>Thursday, June 4,<br/>2026</b>      | <b>X</b>                                                                                         | <b>X</b>                                                                                   | <b>X</b>                                                                              | <b>X</b>                                                                            | <b>X</b>                                                                      |



Here are the individual synopses for each of the Airport Advisory Board meetings, organized chronologically:

## **Thursday, June 5, 2025**

### **General Overview**

The meeting covered progress on the Taxiway A Rehabilitation project, upcoming FAA grants for Runway 4/22, and updates on the F4 Gateway Freedom Monument. Additionally, the board discussed airport lease updates, the recent successful Open House, and maintenance issues like a developing sinkhole on the west ramp.

### **Decisions and Action Items**

- **Approved Minutes:** Approved the May 1, 2025, minutes with a minor correction regarding vehicle liability coverage.
- **Lease Agreement Concurrence:** The board voted unanimously to concur with the updated lease agreements.
- **Next Steps:** Airport Manager Troy Orr will begin distributing the four leases that require updates.

## **Thursday, July 3, 2025**

### **General Overview**

Updates were given on Delta's ongoing grant closeouts and a pending FAA grant for the Runway 4-22 rehabilitation. The board also reviewed airfield operations, including recent support for firefighting aircraft, final attendance numbers from the May Open House, and progress on the F4 Monument's foundation.

### **Decisions and Action Items**

- **Approved Minutes:** Unanimously approved the June 5, 2025, meeting minutes.

- **Lease Title Changes:** The board agreed to change lease titles to specify "Land Lease" with or without preexisting lessee improvements.
- **Communication Initiative:** Plans were discussed to secure the remaining 30% of hangar owner email addresses to improve communication.

**Thursday, August 7, 2025**

### **General Overview**

The board discussed upcoming project timelines with Delta Consultants, noting that a draft Preliminary Engineering Report (PER) is expected by the end of the calendar year. Other topics included an automated weather observing system (AWOS) transfer to the Spaceport, air quality monitoring interest from the state, and a push to upgrade the airport's designation to C3 to secure future federal funding.

### **Decisions and Action Items**

- **Approved Minutes:** Unanimously approved the July 3, 2025, meeting minutes.
- **AWOS Transfer:** Approved a resolution for a government-to-government transfer of the old AWOS to the Spaceport.
- **Minimum Standards Updates:** Agreed that the minimum standards need revision, specifically regarding telephone requirements, insurance alignments, and defining allowable hangar uses. Troy Orr was tasked with compiling a list of items for the next meeting.

**Thursday, September 4, 2025**

### **General Overview**

The meeting focused on upcoming geotechnical boring on the runway, storm damage repairs to dirt surfaces, and updates on the F4

Monument's timeline ahead of a visiting squadron. The board also extensively debated how the Minimum Standards document impacts part-time flight instructors.

### **Decisions and Action Items**

- **Approved Minutes:** Unanimously approved the August 7, 2025, meeting minutes.
- **Gate Keypad Replacement:** The board addressed gate keypad failures, with the Airport Manager seeking a quote to replace all three units.
- **Flight Instruction Outreach:** Chairman Gonzales suggested organizing a meeting with current flight instructors to gather feedback on modifying the minimum standards to accommodate part-time instruction.
- **Emergency Infrastructure Planning:** The board agreed to consult with Chief Ramirez about creating a hazard mitigation plan to leverage future grant opportunities.

### **Thursday, October 2, 2025**

#### **General Overview**

Delta Consultants provided progress reports on the runway rehabilitation and fleet mix analysis. The board received an update on the F4 Monument's paint and mechanical progress, reviewed recent gas pipeline inspections, and discussed potential airport curriculum development with Alamogordo Public Schools.

### **Decisions and Action Items**

- **Approved Minutes:** Unanimously approved the September 4, 2025, meeting minutes.



- **Hazard Assessment Worksheet:** Troy Orr agreed to provide a worksheet analysis of the latest Hazard Vulnerability Assessment for the next meeting.
- **Consultant RFQ Input:** In anticipation of Delta's contract expiring the following year, the board was requested to bring recommended qualifying and scoring questions for the consultant selection committee to the next meeting.

**Thursday, November 6, 2025**

### **General Overview**

The board welcomed the new Community Services Director, Eileen Flint, and members shared their backgrounds. Key discussions involved a regional government shutdown's impact on FAA project shuffling, successful gear testing on the F4 Monument aircraft, and major structural changes to the boiler-plate airport lease document.

### **Decisions and Action Items**

- **Approved Minutes:** Approved the October 2, 2025, minutes with corrections to name spellings and runway technical terminology.
- **Lease Revisions:** Approved removing a controversial insurance clause regarding hangar damage, replaced by clear options for lessees to either rebuild or demolish and clear the site.
- **Flying Club Model:** The board agreed that a "flying club" framework is the best solution to preserve flight instruction without over-burdening instructors with commercial brick-and-mortar requirements. The issue is slated to be fully ironed out by the December meeting.

**Thursday, December 4, 2025**

### **General Overview**

Delta confirmed FAA concurrence on the airport's fleet mix analysis, designating aerial firefighting aircraft as the most demanding current user. The board reviewed a statewide economic impact survey, coordinated county-wide emergency planning, finalized logistics for the December 8, 2025, F4 Monument ribbon-cutting, and addressed a recent aircraft accident investigation.

### **Decisions and Action Items**

- **Approved Minutes:** Approved the November 6, 2025, minutes with standard corrections to member military and professional biographies.
- **Consultant RFQ Review:** Proposals were received from three firms (Delta, Park Hill, and AMT). Board members committed to submitting their scoring sheets by the following day, emphasizing the importance of local continuity.
- **Budget Priorities:** The board identified safety, specifically runway operation and maintenance, as its number one priority for the upcoming budget cycle.
- **Minimum Standards and Air Service:** Reaffirmed plans to implement the updated Minimum Standards in January. The board also agreed to format a Request for Proposal (RFP) for an updated air service study to support Holloman Air Force Base travel needs and pursue Part 139 certification.

Here are the individual synopses for the additional Airport Advisory Board meetings, organized chronologically:

### **Thursday, January 8, 2026**

#### **General Overview**

The board addressed a quality control review of the draft Runway Preliminary Engineering Report (PER) and finalized revisions to Section 4.5 regarding flight instruction space requirements. Other discussions

included a security review of a December aircraft accident using airport camera footage, budget priority deadlines, and an opportunity to apply for decommissioned T-38 aircraft from Holloman AFB.

### **Decisions and Action Items**

- **Approved Minutes:** Approved the December 4, 2025, minutes with specific corrections clarifying emergency plan details and source attributions.
- **Grant Search Initiative:** Accepted an offer from the Chamber of Commerce to use their automated search tool to track airport grants at no additional cost.
- **Flight Instruction Adjustments:** Kept the Minimum Standards item open for finalization in February; board member Rob Hicks will draft language protecting private, non-commercial member instruction within flying clubs.
- **T-38 Static Display Application:** Unanimously concurred that Airport Manager Troy Orr should immediately begin the application process to secure a decommissioned aircraft.
- **Emergency Protocol:** Established a formal recommendation that individuals at the airport call 911 immediately in the event of a safety emergency.

**Thursday, February 5, 2026**

### **General Overview**

The board reviewed an updated runway project cost estimate of \$8 million, which increased due to five years of rising material expenses. Updates were given regarding winter storm maintenance to the dirt runway, malfunctioning entry gates, and finalization of insurance language within the lease boilerplate document. Additionally, Delta Consultants was formally announced as the selected firm for the airport's next four-year consulting contract.

## **Decisions and Action Items**

- **Approved Minutes:** Approved the January 8, 2026, minutes with a spelling correction to Adam Hoppes' name.
- **Minimum Standards Concurrence:** Reached an informal concurrence on the final revisions to Section 4.5 (Flight Instruction) and Section 4.12 (Flying Clubs), granting clubs the explicit right to refuel, maintain, and instruct members in club aircraft.
- **Lease Document Standardization:** Removed references to "major damage" in the lease boilerplate, changing the threshold to "damage in excess of 50% of the insured value" to align with industry standards.
- **Rates and Fees Review:** Tabled the Rates and Fees document for a detailed discussion at the next meeting, noting a 2.7% CPI adjustment for 2027.

**Thursday, March 5, 2026**

## **General Overview**

Delta Consultants reported that the Runway 4-22 rehabilitation project is 90% through its current design grant. The board evaluated ground lease adjustments, market rates for commercial landing fees, and quotes for an upcoming Air Service Market Study. Progress was also made on diagrams for the T-38 static display application and marketing alignment with the Roswell Air Races.

## **Decisions and Action Items**

- **Approved Minutes:** Approved the February 5, 2026, minutes with spelling corrections to the last names of Mark Werner and Chair Manuel Gonzales.



- **Ground Lease Adjustments:** Documented a CPI-based ground lease rate increase from 15.4 cents to 15.8 cents per square foot. The board consensus left Aero Club monthly parking rates unchanged.
- **Landing Fee Research:** Directed Troy Orr to research market rates at alternative air tanker bases to ensure commercial landing fees remain competitive.
- **Wildfire Infrastructure Wishlist:** Tasked members with providing a critical infrastructure "wishlist" to Erich Wuerschling within two weeks for inclusion in the County's Community Wildfire Protection Plan.

**Thursday, April 2, 2026**

### **General Overview**

The board noted that the FAA Fort Worth office is actively reviewing the 20-year design options within the PER. The board compared local lease structures against Las Cruces, evaluated market study quotes under a \$60,000 RFP threshold, and coordinated airspace restrictions ahead of an upcoming Holloman AFB air show.

### **Decisions and Action Items**

- **Approved Minutes:** Approved the March 5, 2026, minutes with a correction clarifying that the NM Municipal League Aviation Conference is in Ruidoso, not Rio Rancho.
- **Grant Focus Realignment:** Agreed to focus future autonomous grant searches on USDOT BUILD grants for West Ramp and airport road infrastructure rather than annual AIP/AIG funding.
- **Open House Co-Marketing:** Reaffirmed the November 7, 2026, Open House date and approved plans to co-market the event alongside the local Veterans Day parade and Sound of Freedom.

- **T-38 Location Assignment:** Approved a preliminary display site at the bottom of Indian Wells on city-owned land to advance the application package.

**Thursday, May 7, 2026**

### **General Overview**

Discussions focused on a looming FAA regional reshuffling that will transition New Mexico to an Oklahoma-managed Airport District Office by October. Total cost projections for the comprehensive runway rehabilitation have expanded significantly into the mid-twenties to fifty-million-dollar range, though state aviation officials support completing it all at once. The board also reviewed strategic shifts to target smaller 30-50 passenger regional carriers to establish local market demand.

### **Decisions and Action Items**

- **Approved Minutes:** Approved the April 2, 2026, minutes with a correction specifying that the cited hangar rates are per square foot, per month.
- **Design Grant Submission:** Directed Delta to submit the FAA final design grant application by the June 1st deadline to bring the runway to C2 standards.
- **Landing Fee Adjustment:** Formalized an increase in commercial air tanker landing fees from 30 cents to 40 cents per 1,000 lbs.
- **State Funding Acceptance:** Noted the City Commission's approval of a \$109,000 State Grant dedicated to airport electrical system upgrades.

**Thursday, June 4, 2026**

### **General Overview**

The meeting centered on funding strategies for the Runway Rehabilitation project and structural updates to the Air Service Market

Study Scope of Work (SOW) to correct wide-ranging vendor quotes. District 5 Commissioner Al Hernandez engaged the board regarding public criticisms over city infrastructure spending, highlighting that the airport access road could successfully capture restricted outside grant funding. Maintenance updates included fixing perimeter fence lines cut by trespassers and completing a small network agreement to restore AWOS connectivity.

### **Decisions and Action Items**

- **Approved Minutes:** Unanimously approved the May 7, 2026, minutes with minor administrative corrections coordinated by the Chair.
- **Project Design Consolidation:** Agreed to roll a \$109,000 state grant for electrical vault design into the primary runway rehabilitation package to create a single "shovel-ready" project and mitigate operational disruptions.
- **Market Study SOW Narrowing:** Tasked Troy Orr with collaborating with Delta Consultants to tighten the study's SOW. Lance Grace and Adam Hoppes will gather comparative data from Farmington and surrounding regional airports.
- **Open House Coordination:** Affirmed Saturday, November 7, 2026, as the event date and scheduled a kick-off planning meeting for Wednesday, June 10, 2026, at 2:00 PM.
- **Meeting Schedule Adjustment:** Rescheduled the next regular board meeting from July 2nd to Thursday, July 9, 2026, to accommodate the Fourth of July weekend and Phase 2 of the F-4 ribbon-cutting ceremony.

# Airport Zoning Board

## Annual Report

July 1, 2025 – June 30, 2026

### **Purpose of the Airport Zoning 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.

### **Members and Member Requirements:**

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.

Randel Y. Wilson – City Representative

3<sup>rd</sup> Term, Term Expires: 7/22/202

Lee Scholes – City Representative

4<sup>th</sup> Term, Term Expires: 1/23/2028

Billy Tucker – City Representative

2<sup>nd</sup> Term, Term Expires 5/28/2028

Justin Purvis – City Representative

1<sup>st</sup> Term, Term Expires: 4/22/2027

Vacant – City Representative

### **Day and Time of Meetings:**



As Needed Basis

**Liaison:**

Kris Salas, Community Services Executive Assistant

**Record of Attendance:**

No Meetings were held.

**Annual Report  
Alamogordo Public Library Advisory Board  
For the Year Ending June 30<sup>th</sup>, 2026.**

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 need 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

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.**

Rhonda Alterson, Vice chair term expires -May 28<sup>th</sup>, 2028. **City**

Cynthia Stevenson, term expires July 23<sup>rd</sup>, 2028. **City**

Richard Warren, Current Chairperson serving fourth term expires January 23<sup>rd</sup>, 2028. **City**

John Davis Term expires May 27<sup>th</sup>, 2027. **City**

Pamela Vesey term expires November 18<sup>th</sup>, 2027. **City**

Brad Nichols **County**

One Vacancy **County**

Kim Underwood, Alamogordo City Librarian (ex officio)

**Board Meeting Schedule**

Meetings are at 4 p.m. Meetings are held monthly on the second Wednesday of the month at the Alamogordo Public Library, 920 Oregon Avenue.

Meetings have been held in either the Sacramento Room or Southwest Room.

The board met 8 times during the fiscal year; there were no meetings in January (illness)

February (illness) or April. The May meeting was called but did not have a quorum.

**Summary of Meetings**

The Board met regularly with a combination of in person and remote is available if needed.

Discussions have been wide ranging on various ways to increase library usage, these are ongoing. The board feels that there is still some fallout from COVID 19 concerns and road construction around the library also a decrease in school population affecting the door numbers. Also discussed, is current marketing doing an adequate job of Library awareness? The board is looking at perhaps other means of building awareness.

Richard Warren, Chairperson, is an ALA member and passes on information, security updates and training when available. Ongoing and new Library programs were discussed and reviewed as well as discussion increasing hours.

**Attendance:** Has been very good over the last fiscal year. The only lapses have been from illness or an excused for reason.

| JULY 25-JUNE26    | JULY | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | ARP | MAY | JUNE |
|-------------------|------|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|------|
| RHONDA ALTERSON   | X    | X   | X    | X   | X   | X   |     |     | X   |     |     | X    |
| CYNTHIA STEVENSON | X    |     | X    | X   | X   | X   |     |     | X   |     |     | X    |
| RICHARD WARREN    | X    | X   | X    | X   | X   | X   |     |     | X   |     |     | X    |
| JOHN DAVIS        | X    | X   | X    | X   | X   |     |     |     | X   |     |     | X    |
| BILLY CHILDS      |      | X   | X    |     |     |     |     |     |     |     |     |      |
| PAMELA VESEY      |      |     |      |     |     | X   |     |     | X   |     |     | X    |
| BRAD NICOLS       |      |     |      |     |     |     |     |     | X   |     |     | X    |

X = Attended

Black = Vacancy

Gray = No Meeting

**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)

Kim Underwood (Library Manager) and Melissa Garcia (liaison) have been excellent at supplying information, updates, and member packets that now include years of meeting minutes, easily accessed for reference.

Respectfully submitted,  
Richard Warren,  
Chairperson of the Advisory Board  
June 24th, 2026

# **ALAMOGORDO PARKS & RECREATION ADVISORY BOARD**

## **ANNUAL REPORT**

**July 1, 2025 – June 30, 2026**

**Board/Committee/Council Creation:** The Parks & Recreation Advisory Board is created and governed by **Article 19-03** of the Alamogordo Municipal Code. It operates under the authority of the **Alamogordo City Charter**.

**Purpose of the Board:** The Board serves as an **advisory body** to the City Commission and City Management. Its core functions include:

- Reviewing and recommending policies and fee structures related to parks and recreation.
- Advising on development problems and recommending the adoption of standards.
- Aiding in the coordination of city recreation services with other governmental agencies, including the **Alamogordo Public Schools (APS)**.
- Lobbying for funding and legislation under city guidance.

**Membership Composition and Requirements:** The Board comprises **seven (7) members** who must be citizens and residents of the city.

- **Five (5) members** are appointed by the Mayor with the advice and approval of the City Commission.
- **Two (2) members** are appointed by the Alamogordo Public Schools Board of Education.
- Members serve **two-year terms**.

**Meeting Frequency:** The Board typically meets **quarterly** (every three months). During this reporting period, the Board held meetings in October 2025, January 2026, and April 2026.

### **Activities within the Timeframe (July 1, 2025 – June 30, 2026)**

- **Bylaws Governance:** In July 2025, the Board approved updated bylaws to ensure compliance with city ordinances regarding member removal and term limits. In April 2026, the Board adopted an amendment to **Article 11** mandating a periodic review of the bylaws every three years, beginning in 2028.
- **Advisory Board Training Standards:** The Board initiated the development of a comprehensive training program. This plan includes modules on the Open Meetings Act (OMA), ethics, roles and responsibilities, and Robert's Rules of Order. It also introduced an "onboarding buddy" mentor system for new members.

- **Natatorium (Aquatic Center) Project:** The Board provided critical input on the design of the new facility, recommending a Sprung Structure. Members participated in naming surveys and monitored funding and bond status through regular updates.
- **Zoo Integration:** The Board monitored the official transfer of the Alameda Park Zoo to the Parks & Recreation Department, effective in November 2025.
- **Project and Maintenance Oversight:** The Board tracked several major efforts, including progress on the Dudley School Playground, warranty repairs for playground shade structures, the Goat Grazing Green Initiative trial, and pickleball court maintenance.
- **Strategic Planning:** Members advocated for active participation in the upcoming City Comprehensive Plan update and discussed strategies to align Board input with the city's December–July budgeting cycle.

#### Attendance Record

| Meeting Date            | Members Present                                                                                                            | Members Absent |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>October 1, 2025</b>  | Lori Armstrong, Kristina Marzano, Victoria Gailinas, Linda Gilliland (Online), Alan Edmonson (Online)                      | Nate Winrow    |
| <b>January 14, 2026</b> | Lori Armstrong, Kristina Marzano, Jan Brending, Linda Gilliland, Victoria Gailinas, Johnna Clinton (Online)                | Alan Edmonson  |
| <b>April 8, 2026</b>    | Lori Armstrong, Kristina Marzano, Jan Brending, Linda Gilliland, Victoria Gailinas, Alan Edmonson (Online), Johnna Clinton | None           |

**Liaison Information:** Sven Sears, Executive Assistant to the Parks & Recreation Director.



## **SVP Advisory Council Annual Report – FY26 July 2025 – June 2026**

The SVP Advisory Council was formed by resolution. The Council shall operate under the sponsorship of the City of Alamogordo and in accordance with regulations (section 4.2) of the AmeriCorps Seniors FGP and SCP Operations Handbooks. As the City of Alamogordo decided to relinquish the Senior Volunteer Programs effective 6/30/26, this will be the final annual report for the SVP Advisory Council.

### **Purpose:**

The primary purpose of the Advisory Council is to provide advisory support to the SVP staff. This includes planning and support, assessing community needs, fostering a community service ethic, advising on volunteer recruitment strategies, locating community service resources, advising on programming impact, assessing project accomplishments, assisting in the development of non-federal resources, and suggesting avenues to increase program visibility in the community.

### **Membership Requirements:**

All members must meet City requirements for board member eligibility. The Senior Volunteer Programs Advisory Council shall consist of a minimum of five (5) members, not to exceed eight (8) members, with one (1) member representing either the Foster Grandparent Program or the Senior Companion Program. The Senior Volunteer Programs coordinator, the administrator, and the sponsor representative(s) shall be ex officio, non-voting members. The AmeriCorps Senior regulations require the Advisory Council membership to include individuals with knowledge of community social needs and competence in community service fields. Membership should include individuals competent to assist with administrative duties, project assessment, fundraising, publicity, and data reporting. Members should reflect the demographics of the service area.

### **Meeting Days and Times:**

The Council was scheduled to meet at 1:15 p.m. on the third Wednesday of July, October, January, and April in the Senior Center Activity Room.

### **Activities:**

July 16, 2025: The meeting was canceled due to the lack of a quorum.

October 15, 2025: The meeting was canceled due to the lack of a quorum.

January 21, 2026: The meeting was canceled due to the lack of a quorum.

April 15, 2026: Topics of discussion included SVP Advisory Council policies and recruitment strategies. Members present were Stephen Buler and Rozanne Workman. The third member, Patricia Rochelle Cox, was absent from the meeting.

**Attendance:**

|                       | <b>July 16, 2025</b> | <b>October 15, 2025</b> | <b>January 21, 2026</b> | <b>April 15, 2026</b> |
|-----------------------|----------------------|-------------------------|-------------------------|-----------------------|
| William Butler        | <b>No Quorum</b>     | <b>No Quorum</b>        | <b>No Quorum</b>        | Resigned              |
| Patricia Rochelle Cox |                      |                         |                         | Absent                |
| Pamela Vesey          |                      |                         |                         | Resigned              |
| Stephen Butler        |                      |                         |                         | ✓                     |
| Rozanne Workman       |                      |                         |                         | ✓                     |

Annual report by Liaison Mitzi Jones (SVP Specialist) and Britney Ybarra (Administrative Assistant).

# AGENDA REPORT

## CITY OF ALAMOGORDO CITY COMMISSION

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**Meeting Date:** 7/28/2026

**Report Date:** 07/21/2026

**Report No:** 5.

**Submitted By:** Kimberly Underwood

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**Subject:** Consider, and act upon, an agreement with Otero County for receipt of a \$35,000 reimbursable grant award for the Alamogordo Public Library to avail library collections to Otero County residents. *(Eileen Flint, Community Services Director and Kim Underwood, Library Manager)*

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**Fiscal Impact:** \$35,000

Amount Budgeted: \$60,000

Fund: 032.7101.300.0000.53026 Supplies-Books, Periodicals, Audios

Additional Fiscal Impact: An increase of \$35,000 in FY27 revenue/expenditure budgets for the Alamogordo Public Library, a division of Community Services, to provide "library materials" (print and digital), as noted in Exhibit 'A' of the County application/agreement, which assists in meeting the Library's requisite "cash match" with the State Library to qualify for additional State funding.

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**Recommendation:** Approve the agreement with Otero County for receipt of \$35,000 reimbursable grant award.

---

**Background:** This Community Services Agreement is a Memorandum of Understanding provisioning funding of library materials for Otero County residents.



ADMINISTRATION  
1101 NEW YORK AVENUE  
ALAMOGORDO, NM 88310

WWW.CO.OTERO.NM.US  
☎ (575) 437-7427  
📠 (575) 443-2904

7/1/2026

Kim Underwood  
Library Manager  
Alamogordo Public Library  
920 Oregon Avenue  
Alamogordo, New Mexico 88310

Dear Mrs. Underwood,

Thank you for applying to Otero County's Community Service Funding program. We are pleased to inform you that your application has been reviewed and funding has been approved. The County recognizes and values the important services your organization provides to the community, and we appreciate the work you do on behalf of Otero County residents.

Enclosed with this letter are two (2) original agreements reflecting your award. Please review, sign, and return one (1) fully executed original to Otero County. The second original is for your organization's records.

If your organization did not receive full funding for all program activities requested in your application, please note within the agreement which specific program or programs are being funded, so that both parties have a clear, shared understanding of the scope of funded services.

Please return the signed agreement to our office at your earliest convenience. If you have any questions about the agreement, the funding amount, or the process for returning your documents, please do not hesitate to contact our office — we are happy to help.

Thank you again for your partnership and for the valuable services your organization provides to our community.

Sincerely,

Abigail Kayser  
Executive Assistant to the County Manager

ADMINISTRATION  
1101 NEW YORK AVENUE  
ALAMOGORDO, NM 88310



WWW.CO.OTERO.NM.US

 (575) 437-7427

 (575) 443-2928

**Agreement for Reimbursable Community Services Funding  
Between the Board of County Commissioners of  
Otero County, New Mexico,  
and  
Alamogordo Public Library**

*I. General Provisions.*

**A. Parties**

The parties to this agreement are:

1. the Board of County Commissioners of Otero County, New Mexico, a political subdivision of the State of New Mexico established under N.M.S.A. 1978, § 4-19-1 (1899), to be referred to as "Otero County," and
2. **Alamogordo Public Library**, a department of the City of Alamogordo, a New Mexico municipal corporation, to be referred to as "Recipient."

**B. Parties Includes Officials, Employees, Agents, Etc.**

The parties agree that references to "parties," "Otero County" and "Recipient" shall be understood, where the context is appropriate, as including all their elected officials, directors, officers, employees, agents, contractors, licensees, invitees, and visitors.

**C. Purpose**

The purpose of this agreement for Otero County to provide community services funding to Recipient so that it may provide community services in Otero County in accordance with the legislative premise established by NMSA 4-38-13.2 and NMSA 4-37-1. These services are detailed in Exhibit A, which is attached to this agreement.

*II. Essential Provisions.*



**A. Standard Rider (Exhibit B)**

The Standard Rider to Community Services Grant Agreement, attached as Exhibit B and incorporated by reference, is made part of this agreement. The Rider sets out capital asset, pass-through and matching, deliverables and reporting, and general provisions applicable to this award. In the event of any conflict between the Rider and this agreement, the Rider controls.

**B. Term & Effective Date**

The term of this agreement shall be a term of one year, which shall be Otero County's fiscal year 2027.

This agreement shall commence upon July 1st, 2026, and this agreement shall terminate on June 30th, 2027, the last day of Otero County's fiscal year 2027. This agreement is not renewable.

**C. Amount of Funding**

The parties agree that the community services reimbursable funding shall not exceed **35,000** for the fiscal year.

**D. Payments**

Otero County will make payments by check or warrant.

**E. No Use of County Purchasing Department**

Recipient may not purchase any goods or services through Otero County or its purchasing department. If Recipient chooses to use funding provided by this agreement for the purchase of goods or services, it shall do so on its own account and with its own personnel.

**F. Receipts for Payments**

The Recipient agrees to submit receipts to Otero County for the reimbursement of payment paragraph II-C. The receipt shall reference this agreement's approved expenses, recipient's name, and the mailing address to which payment is to be sent. Receipts shall be sent to:

County of Otero  
Attn: Abigail Kayser, Contract Monitor  
1101 New York Avenue  
Alamogordo, New Mexico 88310

Receipts must be dated prior to June 30, 2027 and submitted to Otero County no later than 7/17/2027.

Recipient agrees to supply additional information to the Finance Department if the invoice information submitted is determined to be deficient. Such additional information shall be supplied by Recipient within fourteen days of the request.

**G. Report on Activities**

During the months of September 2026, December 2026, March 2027, and June

2027, in addition to Recipient's submission of receipts/invoices, an activities report shall be submitted to Otero County describing the use of funding during the corresponding quarter as described under this agreement. The receipts/invoices and the activities report must reflect the services provided to the community as outlined in the approved application.

The report shall be submitted to:

County of Otero  
Attn: Abigail Kayser, Contract Monitor  
1101 New York Avenue  
Alamogordo, New Mexico 88310

Recipient agrees to make its report in a form acceptable to the Contract Monitor and to supply additional information to the Contract Monitor if the Contract Monitor believes the report as submitted is deficient. Such additional information shall be supplied by Recipient within fourteen days of the Contract Monitor's request.

#### **H. W-9 and Vendor ID Forms**

Recipient agrees to supply Otero County with both (1) a completed and signed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification and (2) a completed Otero County vendor identification form.

Recipient agrees that these forms must be supplied annually even if Recipient had completed them in a prior year.

Recipient agrees that no payment can be made by Otero County until these forms are completed and returned to Otero County.

#### **I. No Receipts Accepted After June 30<sup>th</sup>, 2027**

Recipient agrees that no request for payment shall be honored by Otero County if it is invoice documentation is dated after June 30<sup>th</sup>, 2027.

Recipient understands that Otero County must close its fiscal year on June 30<sup>th</sup>, 2027 and is unable to accept invoices dated after June 30<sup>th</sup>, 2027.

Recipient agrees that any receipts dated prior to July 1, 2026 or dated after June 30<sup>th</sup>, 2027 will be rejected.

Recipient agrees any request for payment received after July 17, 2026, will be rejected.

Recipient agrees that any balance under this agreement that was unpaid due to failure to submit timely requests for payment will be forfeited.

#### **J. Non-transferrable**

The parties agree that this agreement is non-transferable and it may not be assigned or sub-contracted to any other party.

Recipient may not pledge the funding provided under this agreement to another party.



## **K. Termination**

The parties agree that this agreement may be terminated at any time.

## *III. Compliance with Laws.*

### **A. Taxes**

Recipient acknowledges that it may be subject to Federal, state, and local taxes. Recipient agrees that it is solely responsible for paying such taxes as well as any interest and penalties that may arise from its failure to do so.

Recipient agrees that upon demand of the County Commissioners, it shall provide evidence that it is current in its payment of Federal, State, and local taxes, including payments required under: (1) the Federal Insurance Contributions Act, 26 U.S.C. § 3101 et seq.; (2) the Unemployment Compensation Law, N.M.S.A. 1978, § 51-1-1 et seq.; (3) the Workers' Compensation Act, N.M.S.A. 1978, § 52-1-1 et seq.; and (4) the Gross Receipts and Compensating Tax Act, N.M.S.A. 1978, § 7-9-1 et seq.

Recipient agrees to indemnify Otero County for any action against the Otero County arising from Recipient's failure to pay any tax or make any payment required by law.

### **B. Licenses and Permits**

Recipient agrees to obtain all licenses or permits necessary for the conduct of its operations and will be solely responsible for the costs of the licenses or permits.

Recipient agrees to indemnify Otero County against any action arising from Recipient's failure to obtain any licenses or permits.

Recipient agrees to provide copies of all its licenses or permits to Otero County Commissioners upon demand.

### **C. Corporate Status**

Recipient warrants that it is either (a) a non-profit corporation in good standing with the New Mexico Secretary of State or (b) a unit of a local government.

If Recipient is a non-profit corporation, Recipient agrees that it shall keep its corporate status in good standing with the New Mexico Secretary of State.

Recipient shall give Otero County notice of any change in its corporate status within fourteen days.

Recipient agrees to provide Otero County a copy of a certificate of good standing upon demand.

### **D. Non-profit Tax Status**

Recipient warrants that it has tax-exempt status with the Internal Revenue Service because it is either (a) a non-profit corporation certified as tax exempt under section 501(c)(3) of the Internal Revenue Code of 1986 or (b) a unit of a local government.

If Recipient has tax-exempt status under section 501(c)(3) of the Internal Revenue Code of 1986, Recipient agrees that it shall keep this status with the Internal Revenue Service.

Recipient shall give Otero County notice of any change in its tax-exempt status under the Internal Revenue Code of 1986 within fourteen days.

Recipient agrees to provide Otero County proof of its tax status upon demand. Recipient agrees to provide Otero County with a copy of its Internal Revenue Service Form 990 or audited financial statements upon demand.

#### **E. Anti-discrimination Laws**

Recipient agrees that it shall comply with all Federal, state, and local anti-discrimination laws, including:

- 1) the Civil Rights Act of 1964, Pub. L. 88-352, 78 Stat. 741;
- 2) the Age Discrimination in Employment Act of 1967, Pub. L. 90-202, 81 Stat. 602;
- 3) the Rehabilitation Act of 1973, Pub. L. 93-112, 87 Stat. 355;
- 4) the Older Americans Amendments Act of 1975, Pub. L. 94-135, 89 Stat. 713;
- 5) the Americans with Disabilities Act of 1990, Pub. L. 101-336, 104 Stat. 327;
- 6) the Civil Rights Act of 1991, Pub. L. 102-166, 105 Stat. 1071;
- 7) the ADA Amendments Act of 2008, Pub. L. 110-325, 122 Stat. 3553;
- 8) the Human Rights Act, N.M.S.A. 1978, § 28-1-1 et seq.; and
- 9) the Fair Pay for Women Act, N.M.S.A. 1978, § 28-23-1 et seq.

#### **F. Federal, State, and Local Laws**

Recipient acknowledges that it is subject to Federal, state, and local laws and will comply with them.

Recipient agrees that will indemnify Otero County for any violation of Federal, state, or local law committed by it.

### *IV. Contract Interpretation Provisions.*

#### **A. Entire Agreement**

The parties agree that this document constitutes the entire agreement between them and any prior agreements or understandings between them have been merged into this document.

#### **B. Amendments**

The parties agree that amendments to this agreement shall be done in writing and signed by representatives of them in the same manner that this contract was executed.

#### **C. Severability**

The parties agree that if any part of this agreement is found to be unenforceable under present laws or those enacted during the term of this agreement, then the illegal parts of this agreement shall be severed from the agreement and the remaining parts shall continue in force.



**D. Waivers**

No waiver or any breach or default by Recipient shall constitute a waiver of any subsequent default or breach by it.

**E. Choice of Law**

The parties agree that the laws of the State of New Mexico shall govern the interpretation of this agreement.

**F. Forum-Selection**

The parties agree that the exclusive forum for disputes under this agreement shall be the Twelfth Judicial District Court of the State of New Mexico sitting in Otero County.

If the Twelfth Judicial District Court finds that the amount in question in the suit is below its jurisdictional limits, the parties agree that the exclusive forum for disputes shall lie instead with the Otero County Magistrate Court.

**G. Submission to Jurisdiction**

The parties agree to submit to the jurisdiction of both the Twelfth Judicial District Court and the Otero County Magistrate Court.

**H. Federal Court**

The parties hereby waive their rights to file in or remove to Federal court any suit brought under this agreement.

**J. Running of Time**

If the deadline for any act required under this agreement falls upon a Saturday, Sunday, legal holiday, or other day that the Otero County offices are closed, then the act shall be timely if done on the next weekday that Otero County offices are open.

**K. Non-appropriation**

If the performance of Otero County is contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and sufficient appropriations and authorizations are not made by the Legislature of New Mexico, this agreement shall terminate upon written notice being provided by the Otero County to Recipient. Otero County's decision as to whether sufficient appropriations are available shall be accepted by Recipient and shall be final.

**L. Status of Recipient**

Recipient agrees that it is an independent contractor of Otero County. Recipient agrees that none of its employees or volunteers are employees of Otero County and therefore they shall not be entitled to any salary or benefits from Otero County.

**M. Notices**

The parties agree to make any notices required under this agreement in writing.



Any notices declaring a default or terminating this agreement shall be sent to the parties at the addresses below by the U.S. Postal Service or commercial carrier using a method of delivery that requires the addressee to sign for the item. Examples of such methods are certified mail, registered mail, and express mail.

Notices shall be sent to Otero County as follows:

County of Otero  
Attn: Abigail Kayser, Contract Monitor  
Otero County Administration Building  
1101 New York Avenue  
Alamogordo, New Mexico 88310

Notices shall be sent to Recipient as follows:

Alamogordo Public Library  
Attn: Kim Underwood  
920 Oregon Avenue  
Alamogordo, NM 88310

**OTERO COUNTY, NEW MEXICO**

By: \_\_\_\_\_

Pamela Heltner  
County Manager

Date: \_\_\_\_\_

7-1-26

Attest: \_\_\_\_\_

Selina Maes  
Otero County Clerk

(SEAL)

**Alamogordo Public Library**

By: \_\_\_\_\_

Authorized Representative

Date: \_\_\_\_\_

**Exhibit A**

Recipient agrees to provide community services as follows:

(See Attached Pages)

**OTERO COUNTY**  
**Community Services Grant Agreement**  
*Fiscal Year 2026-2027*

**Exhibit A**  
**Scope of Work**  
*City of Alamogordo, Alamogordo Public Library*

**1. Identification**

|                              |                                                                                             |
|------------------------------|---------------------------------------------------------------------------------------------|
| <b>Grantee (legal name)</b>  | City of Alamogordo, Alamogordo Public Library                                               |
| <b>Federal Tax ID Number</b> | 85-6000099                                                                                  |
| <b>Mailing Address</b>       | 920 Oregon Avenue, Alamogordo, NM 88310                                                     |
| <b>Primary Contact</b>       | Kim Underwood, Library Manager, (575) 439-4140 ext. 4165,<br>kunderwood@ci.alamogordo.nm.us |
| <b>Agreement Reference</b>   | FY27-CSG-04                                                                                 |
| <b>Fiscal Year</b>           | FY 2026-2027                                                                                |
| <b>Total Contract Amount</b> | \$35,000.00                                                                                 |
| <b>Category Designation</b>  | A (Clear statutory authority / governmental recipient)                                      |

**2. Recital of Consideration**

Otero County (the “County”) agrees to disburse the amount set forth in Section 1 to the Grantee identified above for the services described in this Exhibit A. Grantee shall provide the services described herein to residents of Otero County. The parties acknowledge and agree that the services described constitute valuable consideration to the County, sufficient to support the Community Services Grant Agreement to which this Exhibit A is appended under N.M. Const. art. IX, Section 14 and as construed in Village of Deming v. Hosdreg Co., 62 N.M. 18 (1956). This Exhibit A is incorporated by reference into the Agreement and is governed by the Standard Rider attached as Exhibit B.

**3. Services to be Provided**

Grantee shall provide public library services to all residents of Otero County, including circulating physical and digital library materials, public access computing, study and

meeting space, and youth and adult programming. County funds shall be used to support the materials collection (print and digital books, periodicals, audiobooks, large-type and Braille materials, STEAM kits, DVDs, databases, streaming media, language learning, and study aids) that directly serves Otero County residents.

**Specifically, Grantee shall:**

- Maintain and update the print, digital, and special-format library collection.
- Provide free borrowing privileges to all Otero County residents.
- Provide databases including job-seeking, language learning, streaming video/music, computer coding, book summary, and genealogy research databases.
- Conduct Summer Reading Program and year-round youth and adult programming.
- Provide notary public service, tax forms retrieval, and referral services free of charge during operating hours.
- Provide Wi-Fi access on the library grounds 24 hours a day, 7 days a week.
- Maintain a Chromebook and Verizon hotspot lending program.

**4. Geographic Service Area**

All of Otero County. FY25 data show approximately 25% of items circulated by the Library served county residents living outside Alamogordo city limits, including residents of Cloudcroft, Tularosa, La Luz, Mescalero, High Rolls, Mayhill, and Holloman AFB.

**5. Target Populations**

Otero County residents of all ages and socioeconomic backgrounds, with particular service to youth, seniors, military families, job seekers, and rural residents.

**6. Output Metrics**

Grantee shall report the following output metrics on a quarterly basis with reimbursement requests, and on an annual basis in the outcome report required under Section 3.3 of the Standard Rider. Targets are based on the program scope described in the FY 2026-2027 application and may be adjusted by written amendment if material conditions change during the term.

| <b>Output Metric</b>                                | <b>Annual Target</b>                                                       |
|-----------------------------------------------------|----------------------------------------------------------------------------|
| Library visits                                      | Approximately 89,000 (FY25 actual: 89,418)                                 |
| Physical items circulated to Otero County residents | Approximately 19,000 to county residents outside Alamogordo (FY25: 19,388) |
| Computer sessions                                   | Approximately 9,000                                                        |
| Programs offered and attendance                     | Approximately 5,300 program attendees                                      |
| Summer Reading Program participants                 | Approximately 800 youth registrants                                        |
| Database uses                                       | Approximately 4,000 uses                                                   |

## 9. Matched Funds Disclosure

Grantee discloses that County funds disbursed under this Agreement will be used in connection with the following funding sources. Grantee attests that County-funded costs will not be claimed for reimbursement from any other source listed below, in accordance with Section 2.2 of the Standard Rider.

| <b>Funding Source / Program</b> | <b>Role of County Funds</b>                                               |
|---------------------------------|---------------------------------------------------------------------------|
| City of Alamogordo general fund | Primary operating support; County funds supplement collection development |
| NM State Library Grants-in-Aid  | Concurrent grant funding; non-duplication required                        |
| 2022 GO Bond library materials  | State capital funding; County funds supplement operating collection       |

**Acknowledged and agreed:**

**OTERO COUNTY**

By: \_\_\_\_\_

Pamela Heltner, County Manager

Date: \_\_\_\_\_

7-1-26



**GRANTEE: City of Alamogordo, Alamogordo Public Library**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to legal form: R. B. Nichols, Otero County Attorney*

**OTERO COUNTY**  
*Community Services Grant Program*  
Fiscal Year 2026-2027

**Exhibit B**  
**Standard Rider to Community Services Grant Agreement**

*Capital Asset, Pass-Through and Matching, Deliverables, and General Provisions*

**Applicability for this Recipient.** The Recipient's award is governed by Article 2 (Pass-Through and Matching), Article 3 (Deliverables and Reporting), and Article 4 (General Provisions).

This Rider (the "Rider") supplements and is incorporated by reference into the Agreement for Reimbursable Community Services Funding (the "Agreement") dated July 1, 2026, by and between the Board of County Commissioners of Otero County, New Mexico, a political subdivision of the State of New Mexico (the "County"), and Alamogordo Public Library (the "Recipient"). In the event of any conflict between this Rider and the base Agreement, this Rider controls. Capitalized terms not otherwise defined herein have the meanings given in the Agreement.

**RECITALS**

- A.** The County awards Community Services Grant funds for the delivery of governmental-type services by qualifying entities, consistent with the County's statutory authority and the bargained-for-exchange requirement of Article IX, Section 14 of the New Mexico Constitution.
- B.** The County and the Recipient intend that every dollar disbursed under the Agreement be supported by consideration of equivalent value returning to the County, in the form of defined services, documented deliverables, and the protections set out below.
- C.** The County adopts this Rider for uniform application to its Fiscal Year 2026-2027 Community Services Grant agreements.

**NOW, THEREFORE, the parties agree as follows:**

## **Article 1. Capital Asset Provisions**

### ***1.1 Application***

This Article applies to (a) any tangible item of personal property with an acquisition cost of Five Thousand Dollars (\$5,000.00) or more and an expected useful life greater than one year, and (b) any improvement to real property, in each case funded in whole or in part with County funds under the Agreement (each, a “Capital Asset”).

### ***1.2 County Security Interest***

The County retains a security interest in each Capital Asset for the useful life of the asset. The Recipient shall execute and deliver such documents as the County reasonably requires to perfect that interest, including a UCC-1 financing statement for personal property or a recorded notice for improvements to real property. The Recipient shall not encumber, pledge, or grant any competing interest in a Capital Asset without the County’s prior written consent.

### ***1.3 Use Restriction***

Each Capital Asset shall be used solely for the purpose for which the County funds were awarded and in service to the residents of Otero County. The Recipient shall allocate use of the Capital Asset to county residents in proportion to the County’s funding share and shall maintain records sufficient to document that allocation.

### ***1.4 Disposition***

If the Recipient sells, transfers, or otherwise disposes of a Capital Asset, or ceases to use it for the awarded purpose, within five (5) years of acquisition, the Recipient shall repay the County a share of the asset’s then-fair-market value or unrecovered cost calculated on a five-year straight-line basis, or, at the County’s election, return the asset to the County. The County’s interest reduces by twenty percent (20%) for each full year of compliant use.

### ***1.5 Insurance***

The Recipient shall insure each Capital Asset at replacement cost for its useful life and shall name the County as loss payee to the extent of its proportional interest. The Recipient shall furnish a certificate of insurance evidencing this coverage upon the County’s request.

### ***1.6 County-Owned Facilities***

Where County funds are applied to improvements on County-owned real property, title

to the improvement vests in the County upon installation, and the work is subject to the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 et seq. Items of movable personal property funded with County dollars and used in a County-owned facility shall have title retained by the County.

## **Article 2. Pass-Through, Matching, and Non-Duplication**

### ***2.1 Disclosure of Matched Programs***

The Recipient shall disclose in its Scope of Work all federal, state, tribal, or local programs against which County funds under the Agreement are or will be matched, including the program name, award amount, and administering agency.

### ***2.2 Non-Duplication Warranty***

The Recipient warrants that County funds will not be claimed for the same specific costs as any other funding source. The Recipient shall maintain accounting separation sufficient to demonstrate that County funds are tracked to County-eligible costs and are not duplicated against other awards.

### ***2.3 Federal Subrecipient Compliance***

Where the Recipient applies County funds as match to, or otherwise in connection with, federal awards, the Recipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, to the extent applicable, including single-audit obligations where the Recipient's federal expenditures meet the applicable threshold.

### ***2.4 Records Retention and Audit***

The Recipient shall retain all records relating to the Agreement for six (6) years following the end of the term and shall cooperate with audit and examination by the County, its independent auditors, and the New Mexico State Auditor.

## **Article 3. Deliverables and Reporting**

### ***3.1 Scope of Work***

The Recipient's Scope of Work, attached as Exhibit A, shall state output metrics tied to each funded activity, the geographic service area, and the target populations served. For transportation and senior-services providers, the Scope of Work shall include a brief service-area description or map sufficient to document non-duplication of service and to support the County's consideration defense.



### ***3.2 Quarterly Reimbursement Documentation***

With each request for reimbursement, the Recipient shall submit documentation of the costs incurred and an attestation that the costs are not duplicated against any other funding source. Reimbursement requests follow the schedule and deadlines stated in the base Agreement.

### ***3.3 Annual Outcome Report***

Within sixty (60) days after the end of the County's fiscal year, the Recipient shall submit an annual outcome report measuring performance against the output metrics in the Scope of Work.

### ***3.4 Site Visits and Audit Rights***

The County may conduct site visits and inspect records on reasonable notice to verify performance and the use of funds.

### ***3.5 Notice and Cure***

If the County determines that the Recipient has failed to perform, the County shall give written notice describing the deficiency. The Recipient shall have thirty (30) days to cure. Failure to cure is grounds for the County to withhold reimbursement, suspend, or terminate the Agreement.

## **Article 4. General Provisions**

### ***4.1 Anti-Donation Representation***

The Recipient represents that the services and deliverables provided under the Agreement constitute consideration of value equivalent to the County funds received, consistent with Article IX, Section 14 of the New Mexico Constitution and Village of Deming v. Hosdreg Co., 62 N.M. 18 (1956).

### ***4.2 No Assignment***

The Recipient shall not assign or subcontract the Agreement or this Rider, or pledge the funds provided, without the County's prior written consent.

### ***4.3 Severability***

If any provision of this Rider is held unenforceable, the remaining provisions continue in force.



#### ***4.4 Governing Law and Venue***

This Rider is governed by the laws of the State of New Mexico. The exclusive venue for disputes is the Twelfth Judicial District Court sitting in Otero County, consistent with the forum-selection provisions of the base Agreement.

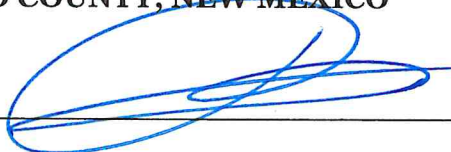
#### ***4.5 Entire Agreement***

The Agreement, together with its Exhibits and this Rider, constitutes the entire agreement between the parties as to its subject matter and supersedes all prior understandings.

**ACKNOWLEDGED AND AGREED.** This Rider is incorporated into and made part of the Agreement upon execution of the Agreement by the parties.

#### **OTERO COUNTY, NEW MEXICO**

By: \_\_\_\_\_



Date: \_\_\_\_\_

7-1-26

Pamela Heltner, County Manager

#### **RECIPIENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative

**OTERO COUNTY  
COMMUNITY SERVICES GRANT APPLICATION  
FY 2026-2027**

All grant applications will be reviewed and considered for approval by the Otero County Board of County Commissioners.

***Grants will be paid on a reimbursement basis.***

Please complete the following information:

Organization Name: Alamogordo Public Library

Mailing Address: 920 Oregon Avenue  
Alamogordo, New Mexico 88310

Primary Contact Name: Kim Underwood, Library Manager  
Phone: (575) 439-4140 ext. 4165  
Email: kunderwood@ci.alamogordo.nm.us

Secondary Contact Name: Evelyn Huff, Finance Director  
Phone: (575) 439-4268  
Email: ehuff@ci.alamogordo.nm.us

Federal TIN: 85-6000099

Amount of Funding  
Requested: \$40,000.00

What is the mission of your organization? (attach add'l page if needed)

The mission of the Alamogordo Public Library is to provide educational, informational and recreational resources in the form of print and non-print formats to residents of all ages and socio-economic backgrounds in order that they might have equal access to information representing all points of view. (see attached narrative)

What services do you provide to Otero County citizens? (attach add'l page if needed)

The Alamogordo Public Library provides the citizens of Alamogordo and Otero County educational, job seeking/training, informational, and recreational resources in the form of books, magazines, newspapers, movies, music, online access, databases and materials in diverse formats for all ages. The continued financial support from Otero County has facilitated a plethora of opportunities in library offerings over the last several years for residents of Alamogordo, Holloman AFB, Cloudcroft, Tularosa, La Luz, Mescalero, High Rolls, Mayhill and many other census-designated places throughout our county. (see attached narrative)

# **OTERO COUNTY COMMUNITY SERVICES GRANT FUNDING FY27**

Please provide a breakdown of how the grant funds will be used, (dollar amount by program or expense type):

|     | Amount       | Program/Project                                                                                     |
|-----|--------------|-----------------------------------------------------------------------------------------------------|
| 1.  | \$ 40,000.00 | Public Library Materials: Print & Digital Books & Periodicals; Physical & Digital Audiobooks; Youth |
| 2.  |              | STEAM Kits; DVDs; Databases; Braille Materials (Youth & Adult); Large Type Books; Job Training/     |
| 3.  |              | Seeking Platform; Language Learning Database; Streaming Video; Streaming Music; Computer            |
| 4.  |              | Coding Platform (All Ages); Book Summary Database; Genealogy Research Database; (any                |
| 5.  |              | combination of the above listed circulating materials offerings & study aids for all ages).         |
| 6.  |              |                                                                                                     |
| 7.  |              |                                                                                                     |
| 8.  |              |                                                                                                     |
| 9.  |              |                                                                                                     |
| 10. |              |                                                                                                     |
|     | \$ 40,000.00 | <b>Total Funding Request</b>                                                                        |

Will any of the grant funds be used as a match for other federal, state or local grants?

Yes ☒ No ☐

The following items will be **required** to be submitted as part of your application packet:

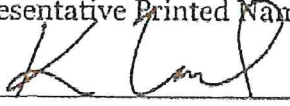
- Copy of most recent Financial Statements
- Completed W-9 Form
- Completed Vendor Master Request Form
- Copy of IRS Determination Letter designating your organization as tax-exempt (not applicable for units of local/state/tribal government)
- Amounts and description of other current funding sources and how they are used by your organization, (grants, etc...)

The following items are **optional** to submit with your application packet:

- Letters of support or endorsement of your organization
- Photos/printed programs/newsletters of past program events or projects

By signing this application, I hereby attest that all the information contained within, and attached to this application is a true and correct representation of the organization requesting community services grant funding from Otero County.

Authorized Representative Printed Name: Kim Underwood, Library Manager

Signature:  Date: March 17, 2026



**Alamogordo Public Library**

Name of Government Business/Organization: Alamogordo Public Library

Phone Number: 575-439-4140 Fax Number: 575-439-4108

Mailing Address: 920 Oregon Avenue, Alamogordo, New Mexico 88310

Email address: coalibrary@ci.alamogordo.nm.us

**Contact information:**

Name of Person responsible for expending funds according to approved guidelines:

Kim Underwood

Phone Number: 575-439-4140, ext. 4165 Fax Number: 575-439-4108

Mailing Address: 920 Oregon Avenue, Alamogordo, New Mexico 88310

Email address: kunderwood@ci.alamogordo.nm.us

Name of Person responsible for grant funds accessibility via budgeting/accounting of award:

Evelyn Huff

Phone Number: 575-439-4268 Fax Number: 575-439-4320

Mailing Address: 1376 East 9<sup>th</sup> Street, Alamogordo, New Mexico 88310

Email address: ehuff@ci.alamogordo.nm.us

Federal TIN: 856-000099

Name of Government Official or Chairman of Organization: Dr. Stephanie J. Hernandez

Phone Number: 575-439-4245 Fax Number: 575-439-4396

Mailing Address: 1376 East 9<sup>th</sup> Street, Alamogordo, New Mexico 88310

Email address: shernandez@ci.alamogordo.nm.us

Amount Requesting for FY 2026-2027: \$40,000

First Time Funding Applicant for FY 2026-2027 \_\_\_\_ Yes x No

Funding Received: FY 2025-2026 \$35,000 FY 2024-2025 \$50,000

Kim Underwood Library Manager

Name of official authorizing funding application Title

  
Signature

March 17, 2026  
Date

# AGENDA REPORT

## CITY OF ALAMOGORDO CITY COMMISSION

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**Meeting Date:** 7/28/2026

**Report Date:** 07/21/2026

**Report No:** 6.

**Submitted By:** Britney Ybarra

---

**Subject:** Consider, and act upon, an agreement with Otero County for Alamo Senior Center services to County residents. The total amount budgeted is \$52,305.00 (\$30,789.00 for home-delivered meals and \$21,516.00 for transportation). (*Eileen Flint, Community Services Director and Magdalena Morales, ASC Manager*)

---

**Fiscal Impact:** Incoming Revenue from Otero County for the Transportation & Home Delivered Meal Program - miscellaneous expenses in FY27.

Amount Budgeted: \$0.00

Fund: 071-300-8020-0000-40703 - FY27 Otero County Grant Funding for Transportation & Home Delivered Meal Programs

Additional Fiscal Impact:

---

**Recommendation:** Approve the award of \$52,305.00 for Senior Center services to Otero County residents.

---

**Background:** This agreement is a memorandum of understanding providing home-delivered meals and transportation to Otero County residents outside the Alamogordo City limits. Otero County will award a total of \$52,305.00 (\$30,789.00 for home-delivered meals and \$21,516.00 for transportation).



ADMINISTRATION  
1101 NEW YORK AVENUE  
ALAMOGORDO, NM 88310



WWW.CO.OTERO.NM.US  
☎ (575) 437-7427  
📠 (575) 443-2928

**Agreement for Reimbursable Community Services Funding  
Between the Board of County Commissioners of  
Otero County, New Mexico,  
And  
City of Alamogordo, Alamo Senior Center  
Meals on Wheels Program**

*I. General Provisions.*

**A. Parties**

The parties to this agreement are:

1. the Board of County Commissioners of Otero County, New Mexico, a political subdivision of the State of New Mexico established under N.M.S.A. 1978, § 4-19-1 (1899), to be referred to as "Otero County," and
2. **City of Alamogordo, Alamo Senior Center, Meals on Wheels Program & Transportation**, a department of the City of Alamogordo, a New Mexico municipal corporation, to be referred to as "Recipient."

**B. Parties Includes Officials, Employees, Agents, Etc.**

The parties agree that references to "parties," "Otero County" and "Recipient" shall be understood, where the context is appropriate, as including all their elected officials, directors, officers, employees, agents, contractors, licensees, invitees, and visitors.

**C. Purpose**

The purpose of this agreement for Otero County to provide community services funding to Recipient so that it may provide community services in Otero County in accordance with the legislative premise established by NMSA 4-38-13.2 and NMSA 4-37-1. These services are detailed in Exhibit A, which is attached to this agreement.

*II. Essential Provisions.*

**A. Standard Rider (Exhibit B)**

The Standard Rider to Community Services Grant Agreement, attached as Exhibit B and incorporated by reference, is made part of this agreement. The Rider sets out capital asset, pass-through and matching, deliverables and reporting, and general provisions applicable to this award. In the event of any conflict between the Rider and this agreement, the Rider controls.

**B. Term & Effective Date**

The term of this agreement shall be a term of one year, which shall be Otero County's fiscal year 2027.

This agreement shall commence upon July 1st, 2026, and this agreement shall terminate on June 30th, 2027, the last day of Otero County's fiscal year 2027.

This agreement is not renewable.

**C. Amount of Funding**

The parties agree that the community services reimbursable funding shall not exceed **\$52,305** for the fiscal year.

**D. Payments**

Otero County will make payments by check or warrant.

**E. No Use of County Purchasing Department**

Recipient may not purchase any goods or services through Otero County or its purchasing department. If Recipient chooses to use funding provided by this agreement for the purchase of goods or services, it shall do so on its own account and with its own personnel.

**F. Receipts for Payments**

The Recipient agrees to submit receipts to Otero County for the reimbursement of payment paragraph II-C. The receipt shall reference this agreement's approved expenses, recipient's name, and the mailing address to which payment is to be sent. Receipts shall be sent to:

County of Otero  
Attn: Abigail Kayser, Contract Monitor  
1101 New York Avenue  
Alamogordo, New Mexico 88310

Receipts must be dated prior to June 30, 2027 and submitted to Otero County no later than 7/17/2027.

Recipient agrees to supply additional information to the Finance Department if the invoice information submitted is determined to be deficient. Such additional information shall be supplied by Recipient within fourteen days of the request.

### **G. Report on Activities**

During the months of September 2026, December 2026, March 2027, and June 2027, in addition to Recipient's submission of receipts/invoices, an activities report shall be submitted to Otero County describing the use of funding during the corresponding quarter as described under this agreement. The receipts/invoices and the activities report must reflect the services provided to the community as outlined in the approved application.

The report shall be submitted to:

County of Otero  
Attn: Abigail Kayser, Contract Monitor  
1101 New York Avenue  
Alamogordo, New Mexico 88310

Recipient agrees to make its report in a form acceptable to the Contract Monitor and to supply additional information to the Contract Monitor if the Contract Monitor believes the report as submitted is deficient. Such additional information shall be supplied by Recipient within fourteen days of the Contract Monitor's request.

### **H. W-9 and Vendor ID Forms**

Recipient agrees to supply Otero County with both (1) a completed and signed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification and (2) a completed Otero County vendor identification form.

Recipient agrees that these forms must be supplied annually even if Recipient had completed them in a prior year.

Recipient agrees that no payment can be made by Otero County until these forms are completed and returned to Otero County.

### **I. No Receipts Accepted After June 30<sup>th</sup>, 2027**

Recipient agrees that no request for payment shall be honored by Otero County if it is invoice documentation is dated after June 30<sup>th</sup>, 2027.

Recipient understands that Otero County must close its fiscal year on June 30<sup>th</sup>, 2027 and is unable to accept invoices dated after June 30<sup>th</sup>, 2027.

Recipient agrees that any receipts dated prior to July 1, 2026 or dated after June 30<sup>th</sup>, 2027 will be rejected.

Recipient agrees any request for payment received after July 17, 2027 will be rejected.

Recipient agrees that any balance under this agreement that was unpaid due to failure to submit timely requests for payment will be forfeited.

### **J. Non-transferrable**

The parties agree that this agreement is non-transferable and it may not be assigned or sub-contracted to any other party.

Recipient may not pledge the funding provided under this agreement to another party.

## **K. Termination**

The parties agree that this agreement may be terminated at any time.

## **III. Compliance with Laws.**

### **A. Taxes**

Recipient acknowledges that it may be subject to Federal, state, and local taxes.

Recipient agrees that it is solely responsible for paying such taxes as well as any interest and penalties that may arise from its failure to do so.

Recipient agrees that upon demand of the County Commissioners, it shall provide evidence that it is current in its payment of Federal, State, and local taxes, including payments required under: (1) the Federal Insurance Contributions Act, 26 U.S.C. § 3101 et seq.; (2) the Unemployment Compensation Law, N.M.S.A. 1978, § 51-1-1 et seq.; (3) the Workers' Compensation Act, N.M.S.A. 1978, § 52-1-1 et seq.; and (4) the Gross Receipts and Compensating Tax Act, N.M.S.A. 1978, § 7-9-1 et seq.

Recipient agrees to indemnify Otero County for any action against the Otero County arising from Recipient's failure to pay any tax or make any payment required by law.

### **B. Licenses and Permits**

Recipient agrees to obtain all licenses or permits necessary for the conduct of its operations and will be solely responsible for the costs of the licenses or permits.

Recipient agrees to indemnify Otero County against any action arising from Recipient's failure to obtain any licenses or permits.

Recipient agrees to provide copies of all its licenses or permits to Otero County Commissioners upon demand.

### **C. Corporate Status**

Recipient warrants that it is either (a) a non-profit corporation in good standing with the New Mexico Secretary of State or (b) a unit of a local government.

If Recipient is a non-profit corporation, Recipient agrees that it shall keep its corporate status in good standing with the New Mexico Secretary of State.

Recipient shall give Otero County notice of any change in its corporate status within fourteen days.

Recipient agrees to provide Otero County a copy of a certificate of good standing upon demand.

### **D. Non-profit Tax Status**

Recipient warrants that it has tax-exempt status with the Internal Revenue Service because it is either (a) a non-profit corporation certified as tax exempt under section 501(c)(3) of the Internal Revenue Code of 1986 or (b) a unit of a local government.

If Recipient has tax-exempt status under section 501(c)(3) of the Internal Revenue Code of 1986, Recipient agrees that it shall keep this status with the Internal Revenue Service.

Recipient shall give Otero County notice of any change in its tax-exempt status under the Internal Revenue Code of 1986 within fourteen days.

Recipient agrees to provide Otero County proof of its tax status upon demand.  
Recipient agrees to provide Otero County with a copy of its Internal Revenue Service Form 990 or audited financial statements upon demand.

#### **E. Anti-discrimination Laws**

Recipient agrees that it shall comply with all Federal, state, and local anti-discrimination laws, including:

- 1) the Civil Rights Act of 1964, Pub. L. 88-352, 78 Stat. 741;
- 2) the Age Discrimination in Employment Act of 1967, Pub. L. 90-202, 81 Stat. 602;
- 3) the Rehabilitation Act of 1973, Pub. L. 93-112, 87 Stat. 355;
- 4) the Older Americans Amendments Act of 1975, Pub. L. 94-135, 89 Stat. 713;
- 5) the Americans with Disabilities Act of 1990, Pub. L. 101-336, 104 Stat. 327;
- 6) the Civil Rights Act of 1991, Pub. L. 102-166, 105 Stat. 1071;
- 7) the ADA Amendments Act of 2008, Pub. L. 110-325, 122 Stat. 3553;
- 8) the Human Rights Act, N.M.S.A. 1978, § 28-1-1 et seq.; and
- 9) the Fair Pay for Women Act, N.M.S.A. 1978, § 28-23-1 et seq.

#### **F. Federal, State, and Local Laws**

Recipient acknowledges that it is subject to Federal, state, and local laws and will comply with them.

Recipient agrees that will indemnify Otero County for any violation of Federal, state, or local law committed by it.

### ***IV. Contract Interpretation Provisions.***

#### **A. Entire Agreement**

The parties agree that this document constitutes the entire agreement between them and any prior agreements or understandings between them have been merged into this document.

#### **B. Amendments**

The parties agree that amendments to this agreement shall be done in writing and signed by representatives of them in the same manner that this contract was executed.

#### **C. Severability**

The parties agree that if any part of this agreement is found to be unenforceable under present laws or those enacted during the term of this agreement, then the illegal parts of this agreement shall be severed from the agreement and the remaining parts shall continue in force.

#### **D. Waivers**

No waiver or any breach or default by Recipient shall constitute a waiver of any subsequent default or breach by it.



**E. Choice of Law**

The parties agree that the laws of the State of New Mexico shall govern the interpretation of this agreement.

**F. Forum-Selection**

The parties agree that the exclusive forum for disputes under this agreement shall be the Twelfth Judicial District Court of the State of New Mexico sitting in Otero County. If the Twelfth Judicial District Court finds that the amount in question in the suit is below its jurisdictional limits, the parties agree that the exclusive forum for disputes shall lie instead with the Otero County Magistrate Court.

**G. Submission to Jurisdiction**

The parties agree to submit to the jurisdiction of both the Twelfth Judicial District Court and the Otero County Magistrate Court.

**H. Federal Court**

The parties hereby waive their rights to file in or remove to Federal court any suit brought under this agreement.

**J. Running of Time**

If the deadline for any act required under this agreement falls upon a Saturday, Sunday, legal holiday, or other day that the Otero County offices are closed, then the act shall be timely if done on the next weekday that Otero County offices are open.

**K. Non-appropriation**

If the performance of Otero County is contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and sufficient appropriations and authorizations are not made by the Legislature of New Mexico, this agreement shall terminate upon written notice being provided by the Otero County to Recipient. Otero County's decision as to whether sufficient appropriations are available shall be accepted by Recipient and shall be final.

**L. Status of Recipient**

Recipient agrees that it is an independent contractor of Otero County. Recipient agrees that none of its employees or volunteers are employees of Otero County and therefore they shall not be entitled to any salary or benefits from Otero County.

**M. Notices**

The parties agree to make any notices required under this agreement in writing. Any notices declaring a default or terminating this agreement shall be sent to the parties at the addresses below by the U.S. Postal Service or commercial carrier using a method of delivery that requires the addressee to sign for the item. Examples of such methods are certified mail, registered mail, and express mail.

Notices shall be sent to Otero County as follows:

County of Otero  
Attn: Abigail Kayser, Contract Monitor  
Otero County Administration Building  
1101 New York Avenue  
Alamogordo, New Mexico 88310

Notices shall be sent to Recipient as follows:

City of Alamogordo, Alamo Senior Center  
Attn: Magdalena Morales  
2201 Puerto Rico Avenue  
Alamogordo, NM 88310

**OTERO COUNTY, NEW MEXICO**

By:

  
Pamela Heltner  
County Manager

Date:

7-1-26

Attest:

  
Selina Maes  
Otero County Clerk

(SEAL)

**City of Alamogordo, Alamo Senior Center**

By:

\_\_\_\_\_  
Authorized Representative

Date:

\_\_\_\_\_

**Exhibit A**

Recipient agrees to provide community services as follows:

(See Attached Pages)

**OTERO COUNTY**  
**Community Services Grant Agreement**  
*Fiscal Year 2026-2027*

**Exhibit A**  
**Scope of Work**  
*City of Alamogordo, Alamo Senior Center*

**1. Identification**

|                              |                                                                 |
|------------------------------|-----------------------------------------------------------------|
| <b>Grantee (legal name)</b>  | City of Alamogordo, Alamo Senior Center                         |
| <b>Federal Tax ID Number</b> | 85-6000099                                                      |
| <b>Mailing Address</b>       | 2201 Puerto Rico Avenue, Alamogordo, NM 88310                   |
| <b>Primary Contact</b>       | Magdalena Morales, (575) 439-4150, mmorales@ci.alamogordo.nm.us |
| <b>Agreement Reference</b>   | FY27-CSG-05                                                     |
| <b>Fiscal Year</b>           | FY 2026-2027                                                    |
| <b>Total Contract Amount</b> | \$52,305.00                                                     |
| <b>Category Designation</b>  | A (Clear statutory authority / governmental recipient)          |

**2. Recital of Consideration**

Otero County (the “County”) agrees to disburse the amount set forth in Section 1 to the Grantee identified above for the services described in this Exhibit A. Grantee shall provide the services described herein to residents of Otero County. The parties acknowledge and agree that the services described constitute valuable consideration to the County, sufficient to support the Community Services Grant Agreement to which this Exhibit A is appended under N.M. Const. art. IX, Section 14 and as construed in Village of Deming v. Hosdreg Co., 62 N.M. 18 (1956). This Exhibit A is incorporated by reference into the Agreement and is governed by the Standard Rider attached as Exhibit B.

**3. Services to be Provided**

Grantee shall deliver home-delivered meals to homebound seniors residing in La Luz, New Mexico, and provide senior transportation services for medical, grocery, banking, and recreational trips serving Otero County residents age 60 and over and their spouses. County

funds specifically support the La Luz home-delivered meal route (\$30,789) and the broader senior transportation program (\$21,516).

**Specifically, Grantee shall:**

- Deliver hot meals to homebound seniors in La Luz on the schedule established with the New Mexico Aging and Long-Term Services Department (ALTSD).
- Operate senior transportation services for grocery shopping, medical appointments, banking, and group field trips.
- Coordinate with ALTSD senior nutrition program reporting requirements (Title III-C2).
- Maintain participant intake, eligibility verification, and meal-count documentation.

**4. Geographic Service Area**

Alamogordo and the La Luz community; senior transportation services extend across the Alamogordo service area.

**5. Target Populations**

Otero County residents age 60 and over and their spouses, with the home-delivered meal component prioritized for homebound seniors unable to attend the congregate meal site.

**6. Output Metrics**

Grantee shall report the following output metrics on a quarterly basis with reimbursement requests, and on an annual basis in the outcome report required under Section 3.3 of the Standard Rider. Targets are based on the program scope described in the FY 2026-2027 application and may be adjusted by written amendment if material conditions change during the term.

| <b>Output Metric</b>                            | <b>Annual Target</b>                                                      |
|-------------------------------------------------|---------------------------------------------------------------------------|
| Home-delivered meals served to La Luz residents | Daily route; meal count reported monthly to ALTSD and quarterly to County |
| Unique La Luz home-delivered meal participants  | Reported quarterly                                                        |
| Senior transportation trips provided            | Reported quarterly; broken down by trip purpose                           |
| Unique transportation passengers                | Reported quarterly                                                        |



## 9. Matched Funds Disclosure

Grantee discloses that County funds disbursed under this Agreement will be used in connection with the following funding sources. Grantee attests that County-funded costs will not be claimed for reimbursement from any other source listed below, in accordance with Section 2.2 of the Standard Rider.

### Funding Source / Program

NM ALTSD State Senior Services Grant - Home Delivered Meals

NM ALTSD State Senior Services Grant - Transportation

Federal Older Americans Act Title III-B and III-C funds

NSIP (Nutrition Service Incentive Program)

### Role of County Funds

County funds serve as supplemental match

County funds serve as supplemental match

Federal funds matched by State and County

Federal nutrition match; non-duplication required

## Acknowledged and agreed:

### OTERO COUNTY

By: \_\_\_\_\_



Pamela Heltner, County Manager+

Date: \_\_\_\_\_

7-1-26

### GRANTEE: City of Alamogordo, Alamo Senior Center

By: \_\_\_\_\_

Printed Name: Magdalena Morales

Title: Alamo Senior Center Manager

Date: \_\_\_\_\_

*Approved as to legal form: R. B. Nichols, Otero County Attorney*

**OTERO COUNTY**  
*Community Services Grant Program*  
Fiscal Year 2026-2027

**Exhibit B**  
**Standard Rider to Community Services Grant Agreement**  
*Capital Asset, Pass-Through and Matching, Deliverables, and General Provisions*

**Applicability for this Recipient.** The Recipient’s award is governed by Article 2 (Pass-Through and Matching), Article 3 (Deliverables and Reporting), and Article 4 (General Provisions).

This Rider (the “Rider”) supplements and is incorporated by reference into the Agreement for Reimbursable Community Services Funding (the “Agreement”) dated July 1, 2026, by and between the Board of County Commissioners of Otero County, New Mexico, a political subdivision of the State of New Mexico (the “County”), and Alamogordo Senior Center (the “Recipient”). In the event of any conflict between this Rider and the base Agreement, this Rider controls. Capitalized terms not otherwise defined herein have the meanings given in the Agreement.

**RECITALS**

- A.** The County awards Community Services Grant funds for the delivery of governmental-type services by qualifying entities, consistent with the County’s statutory authority and the bargained-for-exchange requirement of Article IX, Section 14 of the New Mexico Constitution.
- B.** The County and the Recipient intend that every dollar disbursed under the Agreement be supported by consideration of equivalent value returning to the County, in the form of defined services, documented deliverables, and the protections set out below.
- C.** The County adopts this Rider for uniform application to its Fiscal Year 2026-2027 Community Services Grant agreements.

**NOW, THEREFORE, the parties agree as follows:**

## **Article 1. Capital Asset Provisions**

### ***1.1 Application***

This Article applies to (a) any tangible item of personal property with an acquisition cost of Five Thousand Dollars (\$5,000.00) or more and an expected useful life greater than one year, and (b) any improvement to real property, in each case funded in whole or in part with County funds under the Agreement (each, a “Capital Asset”).

### ***1.2 County Security Interest***

The County retains a security interest in each Capital Asset for the useful life of the asset. The Recipient shall execute and deliver such documents as the County reasonably requires to perfect that interest, including a UCC-1 financing statement for personal property or a recorded notice for improvements to real property. The Recipient shall not encumber, pledge, or grant any competing interest in a Capital Asset without the County’s prior written consent.

### ***1.3 Use Restriction***

Each Capital Asset shall be used solely for the purpose for which the County funds were awarded and in service to the residents of Otero County. The Recipient shall allocate use of the Capital Asset to county residents in proportion to the County’s funding share and shall maintain records sufficient to document that allocation.

### ***1.4 Disposition***

If the Recipient sells, transfers, or otherwise disposes of a Capital Asset, or ceases to use it for the awarded purpose, within five (5) years of acquisition, the Recipient shall repay the County a share of the asset’s then-fair-market value or unrecovered cost calculated on a five-year straight-line basis, or, at the County’s election, return the asset to the County. The County’s interest reduces by twenty percent (20%) for each full year of compliant use.

### ***1.5 Insurance***

The Recipient shall insure each Capital Asset at replacement cost for its useful life and shall name the County as loss payee to the extent of its proportional interest. The Recipient shall furnish a certificate of insurance evidencing this coverage upon the County’s request.

### ***1.6 County-Owned Facilities***

Where County funds are applied to improvements on County-owned real property, title to the improvement vests in the County upon installation, and the work is subject to the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 et seq. Items of movable personal property funded with County dollars and used in a County-owned facility shall have title retained by the

County.

## **Article 2. Pass-Through, Matching, and Non-Duplication**

### ***2.1 Disclosure of Matched Programs***

The Recipient shall disclose in its Scope of Work all federal, state, tribal, or local programs against which County funds under the Agreement are or will be matched, including the program name, award amount, and administering agency.

### ***2.2 Non-Duplication Warranty***

The Recipient warrants that County funds will not be claimed for the same specific costs as any other funding source. The Recipient shall maintain accounting separation sufficient to demonstrate that County funds are tracked to County-eligible costs and are not duplicated against other awards.

### ***2.3 Federal Subrecipient Compliance***

Where the Recipient applies County funds as match to, or otherwise in connection with, federal awards, the Recipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, to the extent applicable, including single-audit obligations where the Recipient's federal expenditures meet the applicable threshold.

### ***2.4 Records Retention and Audit***

The Recipient shall retain all records relating to the Agreement for six (6) years following the end of the term and shall cooperate with audit and examination by the County, its independent auditors, and the New Mexico State Auditor.

## **Article 3. Deliverables and Reporting**

### ***3.1 Scope of Work***

The Recipient's Scope of Work, attached as Exhibit A, shall state output metrics tied to each funded activity, the geographic service area, and the target populations served. For transportation and senior-services providers, the Scope of Work shall include a brief service-area description or map sufficient to document non-duplication of service and to support the County's consideration defense.



### ***3.2 Quarterly Reimbursement Documentation***

With each request for reimbursement, the Recipient shall submit documentation of the costs incurred and an attestation that the costs are not duplicated against any other funding source. Reimbursement requests follow the schedule and deadlines stated in the base Agreement.

### ***3.3 Annual Outcome Report***

Within sixty (60) days after the end of the County's fiscal year, the Recipient shall submit an annual outcome report measuring performance against the output metrics in the Scope of Work.

### ***3.4 Site Visits and Audit Rights***

The County may conduct site visits and inspect records on reasonable notice to verify performance and the use of funds.

### ***3.5 Notice and Cure***

If the County determines that the Recipient has failed to perform, the County shall give written notice describing the deficiency. The Recipient shall have thirty (30) days to cure. Failure to cure is grounds for the County to withhold reimbursement, suspend, or terminate the Agreement.

## **Article 4. General Provisions**

### ***4.1 Anti-Donation Representation***

The Recipient represents that the services and deliverables provided under the Agreement constitute consideration of value equivalent to the County funds received, consistent with Article IX, Section 14 of the New Mexico Constitution and Village of Deming v. Hosdreg Co., 62 N.M. 18 (1956).

### ***4.2 No Assignment***

The Recipient shall not assign or subcontract the Agreement or this Rider, or pledge the funds provided, without the County's prior written consent.

### ***4.3 Severability***

If any provision of this Rider is held unenforceable, the remaining provisions continue in force.

### ***4.4 Governing Law and Venue***

This Rider is governed by the laws of the State of New Mexico. The exclusive venue for disputes

is the Twelfth Judicial District Court sitting in Otero County, consistent with the forum-selection provisions of the base Agreement.

#### ***4.5 Entire Agreement***

The Agreement, together with its Exhibits and this Rider, constitutes the entire agreement between the parties as to its subject matter and supersedes all prior understandings.

**ACKNOWLEDGED AND AGREED.** This Rider is incorporated into and made part of the Agreement upon execution of the Agreement by the parties.

**OTERO COUNTY, NEW MEXICO**

By:  \_\_\_\_\_

Date: 7-1-26

Pamela Heltner, County Manager

#### **RECIPIENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative

**OTERO COUNTY  
COMMUNITY SERVICES GRANT APPLICATION  
FY 2026-2027**

All grant applications will be reviewed and considered for approval by the Otero County Board of County Commissioners.

***Grants will be paid on a reimbursement basis.***

Please complete the following information:

Organization Name: City of Alamogordo - Alamo Senior Center

Mailing Address: 2201 Puerto Rico Avenue  
Alamogordo, NM 88310

Primary Contact Name: Magdalena Morales  
Phone: 575-439-4150  
Email: mmorales@ci.alamogordo.nm.us

Secondary Contact Name: Eileen Flint  
Phone: 575-439-4353  
Email: eflint@ci.alamogordo.nm.us

Federal TIN: 85-6000099

Amount of Funding  
Requested: \$52,305.00

What is the mission of your organization? (attach add'l page if needed)

The mission of the Alamo Senior Center (ASC) is to provide services for persons 60 years of age and over, and their spouses, regardless of age. The center is a social environment that provides support, education, recreation, nutrition and entertainment for independent elderly persons in Alamogordo and the surrounding area. The Center's goal is to provide opportunities for seniors to maintain a vital and meaningful role in life.

What services do you provide to Otero County citizens? (attach add'l page if needed)

The Alamo Senior Center (ASC) provides a relaxed social environment offering nutrition, entertainment, recreation, education and support for senior citizens in Otero County. We specifically offer in-house lunches in our dining room, hot meals delivered to homebound seniors, physical fitness courses with additional exercise equipment in our Fitness building, transportation (grocery shopping, medical, bank, field trips), nutritional education, arts and crafts courses, group activities (including bridge, sewing, quilting, dominoes, games, puzzles and pool room), educational presentations (Medicare, AARP Safe Drive, fraud & scams) and related support services.

**OTERO COUNTY COMMUNITY SERVICES GRANT FUNDING FY27**

Please provide a breakdown of how the grant funds will be used, (dollar amount by program or expense type):

|     | Amount | Program/Project                              |
|-----|--------|----------------------------------------------|
| 1.  | 30789  | Home Delivered Meals to La Luz, NM Residents |
| 2.  | 21516  | Transportation                               |
| 3.  |        |                                              |
| 4.  |        |                                              |
| 5.  |        |                                              |
| 6.  |        |                                              |
| 7.  |        |                                              |
| 8.  |        |                                              |
| 9.  |        |                                              |
| 10. |        |                                              |
|     | 52305  | <b>Total Funding Request</b>                 |

Will any of the grant funds be used as a match for other federal, state or local grants?

Yes ☒ No ☐

The following items will be **required** to be submitted as part of your application packet:

- Copy of most recent Financial Statements
- Completed W-9 Form
- Completed Vendor Master Request Form
- Copy of IRS Determination Letter designating your organization as tax-exempt (not applicable for units of local/state/tribal government)
- Amounts and description of other current funding sources and how they are used by your organization, (grants, etc...)

The following items are **optional** to submit with your application packet:

- Letters of support or endorsement of your organization
- Photos/printed programs/newsletters of past program events or projects

By signing this application, I hereby attest that all the information contained within, and attached to this application is a true and correct representation of the organization requesting community services grant funding from Otero County.

Authorized Representative Printed Name: Stephanie J. Hernandez

Signature: *Stephanie J. Hernandez* Date: 3/13/2026

# AGENDA REPORT

## CITY OF ALAMOGORDO CITY COMMISSION

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**Meeting Date:** 7/28/2026

**Report Date:** 07/21/2026

**Report No:** 7.

**Submitted By:** Shelley Dowhanik-Baron

---

**Subject:** Consider, and act upon, Great Blocks Contract Change Order No. 3 in the amount of \$34,188.11. (*Shelley Dowhanik-Baron, Community Development Director*)

---

**Fiscal Impact:** Net Impact after reimbursement under errors and omissions \$14,188.11

Amount Budgeted: \$0.00

Fund: Fund 109 - Public Works, Streets

Additional Fiscal Impact:

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**Recommendation:** Approve Change Order No.3, Public Works Project No. 2024-006, EN2306, in the amount of \$34,188.11.

---

**Background:** Additional costs were incurred for Public Works Project No. 2024-006, EN2306, Great Blocks MainStreet, Contract Change Order No. 3, Crosstown Construction & Trucking, LLC, in the amount of \$34,188.11 as follows:

1. Increased costs of materials for irrigation and electrical components
2. Unknown site conditions requiring trench drain relocation
3. Overhead structure modifications (approximately \$20,000 will be recouped under contractual errors and omissions from the structural engineer)
4. Additional asphalt, striping work
5. Field repair of damaged electrical conduit.





**CONTRACT CHANGE ORDER**

**CHANGE ORDER NO. 3**

**GREAT BLOCKS MAINSTREET**

**PUBLIC WORKS PROJECT NO. 2024-006 | EN2306**

**DATE:** JULY 6, 2026

**CONTRACTOR:** CROSSTOWN CONSTRUCTION & TRUCKING, LLC

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

**THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:**

- Irrigation component price increases.
- Trench drain relocation, grinding of concrete curb, and flowable fill a void beneath the existing sidewalk (unknown site condition).
- Overhead Structure modifications and field painting.
- Electrical system component price increase.
- Additional asphalt pavement along 8<sup>th</sup> Street.
- Existing striping removal on 10<sup>th</sup> Street and New York Avenue near 11<sup>th</sup> and 12<sup>th</sup> Streets; including traffic control for removal activities.
- Field Order #14.

Respective field orders and/or work breakdowns are attached to this Change Order.



### REVISED CONTRACT AMOUNT

1. Original Contract Amount..... \$2,564,473.78\*
2. Total Contract Amount Including Previously  
Approved Change Orders ..... \$3,304,540.45\*
3. Amount of this Change Order (increase) ..... (\$)34,188.11\*
4. Total Revised Contract Amount to Date ..... \$\*3,338,728.56\*

\* excludes New Mexico Gross Receipts Tax.

The contract performance period is hereby increased by an additional [zero] (0) calendar days. The work covered by this order shall be performed under the same terms and conditions as that included in the original contract.

### CHANGE ORDER ACCEPTED AND APPROVED:

BY: \_\_\_\_\_  
Owner Representative Date

BY: \_\_\_\_\_  
Contractor Date

### CHANGE ORDER APPROVED BY CITY MANAGER:

BY: \_\_\_\_\_  
City Manager Date

BY: \_\_\_\_\_  
City Attorney Date

**CITY OF ALAMOGORDO - GREAT BLOCKS MAINSTREET**

|                               |                       |
|-------------------------------|-----------------------|
| <b>ORIGINAL CONTRACT SUM:</b> | <b>\$2,564,473.78</b> |
| CHANGE ORDER #001:            | \$134,439.12          |
| CHANGE ORDER #002:            | \$605,627.55          |
| CURRENT CONTRACT SUM:         | \$3,304,540.45        |

**CONTRACT SUM w/ C.O. #003: \$3,338,728.56**

| CHANGE ORDER #003       |                                                                                                                                                                         |                 |                   |      |   |             |                         |   |                |             |              |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|------|---|-------------|-------------------------|---|----------------|-------------|--------------|
| ITEM NO.                | ITEM DESCRIPTION                                                                                                                                                        | AS-BID QUANTITY | AS-BID UNIT PRICE | UNIT | @ | QTY. CHANGE | CHANGE ORDER UNIT PRICE | = | FINAL QUANTITY | AMOUNT      |              |
|                         |                                                                                                                                                                         |                 |                   |      |   |             |                         |   |                | (+)         | (-)          |
| BID LOT 1 (CIVIL SCOPE) |                                                                                                                                                                         |                 |                   |      |   |             |                         |   |                |             |              |
| 3                       | SUBGRADE PREPARATION 12"; CIP (8th Street Paving) <sup>1</sup>                                                                                                          | 4,478           | \$15.00           | SY   | @ | 214         | -                       | = | 4,692          | \$3,210.00  | \$0.00       |
| 4                       | BASE COURSE 8"; CIP (8th Street Paving) <sup>1</sup>                                                                                                                    | 4,478           | \$21.40           | SY   | @ | 214         | -                       | = | 4,692          | \$4,579.60  | \$0.00       |
| 6                       | PRIME COAT MATERIAL; CIP (8th Street Paving) <sup>1</sup>                                                                                                               | 4,478           | \$3.00            | SY   | @ | 214         | -                       | = | 4,692          | \$642.00    | \$0.00       |
| 7                       | HMA SP-IV COMPLETE 3"; CIP (8th Street Paving) <sup>1</sup>                                                                                                             | 4,478           | \$45.33           | SY   | @ | 214         | -                       | = | 4,692          | \$9,700.62  | \$0.00       |
| 21                      | STEEL POST AND BASE POST FOR ALUMINUM SIGNS                                                                                                                             | 210             | \$450.00          | EA   | @ | -197        | -                       | = | 13             | \$0.00      | -\$88,650.00 |
| MISCELLANEOUS WORK      |                                                                                                                                                                         |                 |                   |      |   |             |                         |   |                |             |              |
| A                       | Irrigation component cost increase. (Contractor Request dated 3/19/25)                                                                                                  | 0               | \$0.00            | LS   | @ | 1           | \$9,360.16              | = | 1              | \$9,360.16  | \$0.00       |
| B                       | Trench drain relocation, grinding of concrete curb, and flowable fill a void beneath the existing sidewalk (unknown site condition). (Contractor Request dated 7/11/25) | 0               | \$0.00            | LS   | @ | 1           | \$4,172.89              | = | 1              | \$4,172.89  | \$0.00       |
| C                       | Electrical component cost increase. (Contractor Request dated 11/6/25)                                                                                                  | 0               | \$0.00            | LS   | @ | 1           | \$9,614.00              | = | 1              | \$9,614.00  | \$0.00       |
| D                       | Overhead Structure - Structural Modification (Contractor Request dated 11/26/25)                                                                                        | 0               | \$0.00            | LS   | @ | 1           | \$36,471.96             | = | 1              | \$36,471.96 | \$0.00       |
| E                       | Overhead Structure - Paint trusses, delivery, setup, and teardown. (Contractor Request dated 1/14/26)                                                                   | 0               | \$0.00            | LS   | @ | 1           | \$2,351.75              | = | 1              | \$2,351.75  | \$0.00       |
| F                       | Curb Cut - Landscaped Island at southwest corner of New York Avenue and 9th Street. (Contractor Request dated 1/14/26)                                                  | 0               | \$0.00            | LS   | @ | 1           | \$2,300.00              | = | 1              | \$2,300.00  | \$0.00       |
| G                       | Removal of Existing Parking Lot and Handicap Striping (Striping from Field Order #09). (Contractor Request dated 12/12/25)                                              | 0               | \$0.00            | LS   | @ | 1           | \$4,025.00              | = | 1              | \$4,025.00  | \$0.00       |
| H                       | Removal of Existing Cross Walk Striping across 10th Street; including Traffic Control. (Contractor Request dated 12/12/25)                                              | 0               | \$0.00            | LS   | @ | 1           | \$7,654.98              | = | 1              | \$7,654.98  | \$0.00       |
| I                       | Striping removals, sandblasting, traffic control, and new left turn arrow on 10th Street (Contractor Request dated 1/14/26)                                             | 0               | \$0.00            | LS   | @ | 1           | \$7,315.15              | = | 1              | \$7,315.15  | \$0.00       |
| J                       | Additional base course on New York Avenue (Contractor Request dated 12/12/25 - not represented in unit price items above)                                               | 0               | \$0.00            | TON  | @ | 640         | \$22.00                 | = | 640            | \$14,080.00 | \$0.00       |
| K                       | Concrete repair for conduit installation associated with Field Order #14 (Contractor Request dated 5/18/2026)                                                           | 0               | \$0.00            | LS   | @ | 1           | \$7,360.00              | = | 1              | \$7,360.00  | \$0.00       |

AMOUNT ADDED THIS CHANGE ORDER  
AMOUNT DELETED THIS CHANGE ORDER

\$122,838.11  
(\$88,650.00)

**TOTAL THIS CHANGE ORDER**

**\$34,188.11**

<sup>1</sup> QUANTITY AS SHOWN IN THE "AS-BID QUANTITY" COLUMN REPRESENTS THE QUANTITY ADJUSTED VIA CHANGE ORDER(S) #01 AND/OR #02.



Crosstown Construction & Trucking, LLC  
2500 Motel Blvd.  
Las Cruces, NM 88005  
575-523-6101

### Change Order

|                         |                         |                     |                            |
|-------------------------|-------------------------|---------------------|----------------------------|
| <b>Project Name</b>     | Great Blocks Mainstreet | <b>Client</b>       | City of Alamogordo         |
| <b>Change Order No.</b> | 1                       | <b>Company Name</b> |                            |
| <b>Requesting Party</b> | Cspears                 | <b>Address</b>      | 161 PO Box Organ, NM 88052 |
| <b>Date of Request</b>  | 3/19/2025               | <b>Phone Number</b> |                            |

|                               |                                                                               |
|-------------------------------|-------------------------------------------------------------------------------|
| <b>Description of Changes</b> | Materials for irrigation price increase                                       |
| <b>Reasons for Changes</b>    | City's Change its perferred irrigation equipment brand form Toro to Rain Bird |
| <b>Additional Information</b> | See attached quout                                                            |

| Materials | Description                        | Quantity | Unit Price   | Amount      |
|-----------|------------------------------------|----------|--------------|-------------|
|           | See attached quote dated 3/21/2025 |          |              | \$ 9,360.16 |
|           |                                    |          |              | \$ -        |
|           |                                    |          |              | \$ -        |
|           |                                    |          |              | \$ -        |
|           |                                    |          | <b>Total</b> | \$ 9,360.16 |

| Labor | Hours | Unit Price   | Amount |
|-------|-------|--------------|--------|
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       | <b>Total</b> | \$ -   |

| Equipment | Hours | Rate         | Amount |
|-----------|-------|--------------|--------|
|           |       |              | \$ -   |
|           |       |              | \$ -   |
|           |       |              | \$ -   |
|           |       |              | \$ -   |
|           |       | <b>Total</b> | \$ -   |

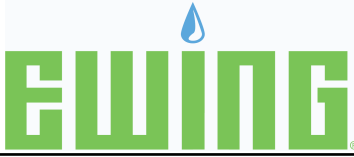
| Sub-Contractor | Total |
|----------------|-------|
| Cspears        |       |
|                |       |

#### Overhead and Profit

| Percent | Subtotal           | Total |
|---------|--------------------|-------|
| 15%     | General Contractor |       |
|         |                    |       |
|         |                    |       |

|                              |                    |
|------------------------------|--------------------|
| Sub-Contractor Price         |                    |
| Material Labor and Equipment | \$ 9,360.16        |
| Overhead and Profit          |                    |
| <b>Grand Total</b>           | <b>\$ 9,360.16</b> |

| Approved By | Date | Signature |
|-------------|------|-----------|
|             |      |           |
|             |      |           |
|             |      |           |



Home Office  
3441 E. Harbour Drive, Phoenix, AZ 85034  
602.437.9530  
www.ewingos.com

# FIRST QUOTE



## QUOTATION

\* 76993 \*

60 Ewing El Paso  
3630 Durazno Ave  
El Paso, TX 79905  
PHN 9155447575 FAX 9155779191

QUOTE # 18785136  
PAGE 1 of 3  
QUOTED 11/08/2024  
QUOTE EXPIRES ON: 12/08/2024

SOLD TO: CASH SALE CONTR'R LAS CRUCES  
# 236325 2341 WESTGATE CT  
LAS CRUCES, NM 88005-4138  
PH 5056479166

SHIP TO: CASH SALE CONTR'R LAS CRUCES  
2341 WESTGATE CT  
LAS CRUCES, NM 88005  
PH 5056479166

### DELIVERY INSTRUCTIONS:

PO#: Alamogordo great Blocks

BUYER: Valued Customer

PH:

P21 JOB:

EIP#:

BY: KEN F

QUOTE#

EWING JOB:

JOB REF: Alamogordo Street Blocks

| QTY               | ORDER | ITEM DESCRIPTION                         | NET        | EXTENDED | LINE# |
|-------------------|-------|------------------------------------------|------------|----------|-------|
| BACKFLOW ASSY     |       |                                          |            |          |       |
| 1                 | EA    | 21003110 1 BGV THD BRASS GATE VALVE      | 17.6602    | 17.66    | 24    |
| 1                 | EA    | 38002310 910-T1G2G-WB 10IN BOX/LID GREEN | 20.0022    | 20.00    | 25    |
| 1                 | EA    | 04436010 1 PVC MALE ADAPTOR TXS          | 0.9727     | 0.97     | 26    |
| 1                 | EA    | 15001430 1 FEBCO 825Y-QT-FS RED PRES     | 497.5147   | 497.51   | 2     |
| 5                 | EA    | 05000630 1 X 3 GALV NIPPLE TBE           | 1.6810     | 8.41     | 3     |
| 4                 | EA    | 05002130 1 GALV 90 ELL MAL               | 2.6912     | 10.76    | 4     |
| 2                 | EA    | 05003130 1 GALV 150# UNION               | 8.1473     | 16.29    | 5     |
| 3                 | EA    | 05000786 1 X 36 GALV NIPPLE TBE          | 21.8611    | 65.58    | 6     |
| 1                 | EA    | 33006210 HB-1 HOT-BOX B/F ENCLOSURE      | 1,174.1990 | 1,174.20 | 7     |
| 1                 | EA    | 26050409 31009 9'HEAT CABLE W/THERMOSTA  | 32.6972    | 32.70    | 8     |
| SUBTOTAL          |       |                                          |            | 1,844.08 |       |
| MASTER VALVE ASSY |       |                                          |            |          |       |
| 1                 | EA    | 63060015 1-1/2 PVC STD-2000 TUBV-E SXT   | 104.9236   | 104.92   | 11    |
| 1                 | EA    | 04439211 1-1/2 X 1 PVC RED BUSHING TXT   | 4.7329     | 4.73     | 12    |
| 1                 | EA    | 35007015 150-PEB RAINBIRD PLASTIC VALVE  | 105.5250   | 105.53   | 13    |
| 2                 | EA    | 06015030 1-1/2 X 3 PVC SCH80 NIPPLE TBE  | 1.9278     | 3.86     | 14    |
| 1                 | EA    | 06858015 1-1/2 SPEARS SCH80 PVC UNION TT | 21.3840    | 21.38    | 15    |
| 1                 | EA    | 04436015 1-1/2 PVC MALE ADAPTOR TXS      | 1.6732     | 1.67     | 16    |
| 1                 | EA    | 17000287 3M DBR/Y-6 UL 2PK SPLICE KIT    | 5.2608     | 5.26     | 17    |
| 1                 | EA    | 38001910 1730-18FM ABQ BOX/LID GREEN     | 220.0793   | 220.08   | 18    |



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3441 E. Harbour Drive, Phoenix, AZ 85034  
602.437.9530  
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3630 Durazno Ave  
El Paso, TX 79905  
PHN 9155447575 FAX 9155779191

QUOTE # 18785136  
PAGE 2 of 3  
QUOTED 11/08/2024  
QUOTE EXPIRES ON: 12/08/2024

### DELIVERY INSTRUCTIONS:

PO#: Alamogordo great Blocks BUYER: Valued Customer PH: \_\_\_\_\_  
P21 JOB: \_\_\_\_\_ EIP#: \_\_\_\_\_ BY: KEN F QUOTE# \_\_\_\_\_  
EWING JOB: \_\_\_\_\_ JOB REF: Alamogordo Street Blocks

| QTY                             | ORDER | ITEM DESCRIPTION                           | NET      | EXTENDED        | LINE#           |
|---------------------------------|-------|--------------------------------------------|----------|-----------------|-----------------|
| 1                               | EA    | 38001940 1730-8X-FM ABQ 8IN EXT ONLY GREEN | 89.5103  | 89.51           | 19              |
|                                 |       |                                            |          | <b>SUBTOTAL</b> | <b>556.94</b>   |
| MAINLINE HDPE PIPE AND FITTINGS |       |                                            |          |                 |                 |
| 60                              | EA    | 82310150 1-1/2 SDR-11 4710 HDPE PIPE       | 143.7144 | 86.23           | 70              |
| 1                               | EA    | 99030000 HDPE fitting, butt or socket weld | 60.0000  | 60.00           | 71              |
|                                 |       |                                            |          | <b>SUBTOTAL</b> | <b>146.23</b>   |
| ELECTRIC VALVE ASSY             |       |                                            |          |                 |                 |
| 3                               | EA    | 30000230 252-06-04 TORO 3-WAY PVC RCV 1    | 58.9160  | 176.75          | 37              |
| 4                               | EA    | 04436010 1 PVC MALE ADAPTOR TXS            | 0.9727   | 3.89            | 34              |
| 2                               | EA    | 04436132 1 X 1-1/4 PVC MALE ADAPTOR TXS    | 3.8282   | 7.66            | 35              |
| 3                               | EA    | 06010120 1 X 12 PVC SCH80 NIPPLE TBE       | 3.0437   | 9.13            | 36              |
| 3                               | EA    | 63060010 1 PVC STD-2000 TUBV-E SXT         | 62.9705  | 188.91          | 38              |
| 6                               | EA    | 06010030 1 X 3 PVC SCH80 NIPPLE TBE        | 0.9853   | 5.91            | 39              |
| 3                               | EA    | 17000280 L/P DBR/Y-6 UL SPLICE KIT 2PK     | 4.5760   | 13.73           | 40              |
| 3                               | EA    | 38001910 1730-18FM ABQ BOX/LID GREEN       | 220.0793 | 660.24          | 41              |
| 3                               | EA    | 38001940 1730-8X-FM ABQ 8IN EXT ONLY GREEN | 89.5103  | 268.53          | 42              |
|                                 |       |                                            |          | <b>SUBTOTAL</b> | <b>1,334.75</b> |
| FLOOD BUBBLER ASSY              |       |                                            |          |                 |                 |
| 115                             | EA    | 30009204 PC-FB-25 FLOOD BUBBLER .25GPM     | 1.6200   | 186.30          | 45              |
| 32                              | EA    | 30009202 PC-FB-50 FLOOD BUBBLER .5GPM      | 1.6200   | 51.84           | 46              |
| 147                             | EA    | 30001600 570S TORO SHRUB ADAPTER 1/2IN     | 0.4750   | 69.83           | 47              |
| 147                             | EA    | 03001506 1/2 X 6 FLEX NIPPLE MXM           | 1.8213   | 267.73          | 48              |
| 147                             | EA    | 04430005 1/2 PVC COUPLING TXT GREY         | 0.8438   | 124.04          | 49              |
| 147                             | EA    | 06005180 1/2 X 18 PVC SCH80 NIPPLE TBE     | 2.0387   | 299.69          | 50              |
| 147                             | EA    | 04407101 3/4 X 1/2 PVC 90 ELL ST           | 0.6945   | 102.09          | 51              |
|                                 |       |                                            |          | <b>SUBTOTAL</b> | <b>1,101.52</b> |





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3630 Durazno Ave  
El Paso, TX 79905  
PHN 9155447575 FAX 9155779191

QUOTE # 18785136  
PAGE 3 of 3  
QUOTED 11/08/2024  
QUOTE EXPIRES ON: 12/08/2024

### DELIVERY INSTRUCTIONS:

PO#: Alamogordo great Blocks BUYER: Valued Customer PH: \_\_\_\_\_  
P21 JOB: \_\_\_\_\_ EIP#: \_\_\_\_\_ BY: KEN F QUOTE# \_\_\_\_\_  
EWING JOB: \_\_\_\_\_ JOB REF: Alamogordo Street Blocks

| QTY                                    | ORDER | ITEM DESCRIPTION                      | NET      | EXTENDED        | LINE# |
|----------------------------------------|-------|---------------------------------------|----------|-----------------|-------|
| LATERAL PVC PIPE AND FITTINGS          |       |                                       |          |                 |       |
| 500                                    | EA    | 07000120 3/4 CL200 PVC BE PIPE        | 23.5189  | 117.59          | 54    |
| 1                                      | EA    | 99030000 Misc pvc fittings            | 36.0000  | 36.00           | 55    |
| <b>SUBTOTAL</b>                        |       |                                       |          | <b>153.59</b>   |       |
| HDPE PIPE AND FITTINGS                 |       |                                       |          |                 |       |
| 1,000                                  | EA    | 82000970 3/4X100 CENCORE HDPE CTS 200 | 50.0643  | 500.64          | 58    |
| 100                                    | EA    | 82310125 1-1/4 SDR-11 4710 HDPE PIPE  | 69.6118  | 69.61           | 60    |
| 500                                    | EA    | 82310100 1 SDR-11 4710 HDPE PIPE IPS  | 44.9082  | 224.54          | 61    |
| 1                                      | EA    | 99030000 HDPE, Socket weld fittings   | 400.0000 | 400.00          | 62    |
| <b>SUBTOTAL</b>                        |       |                                       |          | <b>1,194.79</b> |       |
| CONTROLLER AND WIRE ASSY               |       |                                       |          |                 |       |
| CONTROLLER/WIRE/DECODER USE CPS-DENVER |       |                                       |          |                 |       |
| <b>SUBTOTAL</b>                        |       |                                       |          | <b>0.00</b>     |       |
| SLEEVING PVC PIPE                      |       |                                       |          |                 |       |
| 740                                    | EA    | 07000260 2 CL200 PVC BE PIPE          | 95.7596  | 708.62          | 68    |
| <b>SUBTOTAL</b>                        |       |                                       |          | <b>708.62</b>   |       |

Quotes do not include estimated tax. Once invoiced and local tax location is identified, applicable taxes will be calculated and applied.

**SUB-TOTAL:** 7,040.52  
**TAX:** 0.00  
**SHIPPING & HANDLING:** 0.97  
**AMOUNT DUE:** 7,041.49

No recommendation has been made by, or provided to, the seller concerning the use of the pesticide covered by this invoice.  
**PROPOSITION 65 WARNING:** Some of the products on your order may expose you to chemicals that are known to the State of California to cause cancer, birth defects and reproductive harm. Learn more at <https://www.p65warnings.ca.gov/>



Home Office  
3441 E. Harbour Drive, Phoenix, AZ 85034  
602.437.9530  
www.ewingos.com



QUOTATION

\* 76993 \*

77 Ewing Las Cruces  
2341 Westgate Ct  
Las Cruces, NM 88005  
PHN 5756479166 FAX 5756479169

QUOTE # 21143921  
PAGE 1 of 5  
QUOTED 03/21/2025

SOLD TO: CASH SALE CONTR'R LAS CRUCES  
# 236325 2341 WESTGATE CT  
LAS CRUCES, NM 88005-4138  
PH 5056479166

SHIP TO: CASH SALE CONTR'R LAS CRUCES  
2341 WESTGATE CT  
LAS CRUCES, NM 88005  
PH 5056479166

DELIVERY INSTRUCTIONS: \_\_\_\_\_

PO#: Alamogordo great Blocks BUYER:Valued Customer PH:  
P21 JOB: \_\_\_\_\_ EIP#: \_\_\_\_\_ BY: JESSE M QUOTE# \_\_\_\_\_  
EWING JOB: \_\_\_\_\_ JOB REF: Alamogordo Street Blocks

| QTY               | ORDER | ITEM DESCRIPTION                        | NET        | EXTENDED | LINE# |
|-------------------|-------|-----------------------------------------|------------|----------|-------|
| BACKFLOW ASSY     |       |                                         |            |          |       |
| 1                 | EA    | 21003110 1 BGV THD BRASS GATE VALVE     | 22.2566    | 22.26    | 24    |
| 1                 | EA    | 38002330 910-T1T2T-WB 10IN BOX/LID TAN  | 23.8304    | 23.83    | 74    |
| 1                 | EA    | 04436010 1 PVC MALE ADAPTOR TXS         | 1.1523     | 1.15     | 26    |
| 1                 | EA    | 15001430 1 FEBCO 825Y-QT-FS RED PRES    | 664.8914   | 664.89   | 2     |
| 5                 | EA    | 05000630 1 X 3 GALV NIPPLE TBE          | 1.7632     | 8.82     | 3     |
| 4                 | EA    | 05002130 1 GALV 90 ELL MAL              | 2.8228     | 11.29    | 4     |
| 2                 | EA    | 05003130 1 GALV 150# UNION              | 8.5457     | 17.09    | 5     |
| 3                 | EA    | 05000786 1 X 36 GALV NIPPLE TBE         | 22.9301    | 68.79    | 6     |
| 1                 | EA    | 33006210 HB-1 HOT-BOX B/F ENCLOSURE     | 1,262.5786 | 1,262.58 | 7     |
| 1                 | EA    | 26050409 31009 9'HEAT CABLE W/THERMOSTA | 36.6192    | 36.62    | 8     |
| SUBTOTAL          |       |                                         |            | 2,117.32 |       |
| MASTER VALVE ASSY |       |                                         |            |          |       |
| 1                 | EA    | 63060015 1-1/2 PVC STD-2000 TUBV-E SXT  | 132.2325   | 132.23   | 11    |



Home Office  
3441 E. Harbour Drive, Phoenix, AZ 85034  
602.437.9530  
www.ewingos.com



QUOTATION

\* 76993 \*

77 Ewing Las Cruces  
2341 Westgate Ct  
Las Cruces, NM 88005  
PHN 5756479166 FAX 5756479169

QUOTE # 21143921  
PAGE 2 of 5  
QUOTED 03/21/2025

DELIVERY INSTRUCTIONS:

PO#: Alamogordo great Blocks  
P21 JOB:

BUYER: Valued Customer  
EIP#: BY: JESSE M

PH:  
QUOTE#

EWING JOB: JOB REF: Alamogordo Street Blocks

| QTY                             | ORDER | ITEM DESCRIPTION                           | NET      | EXTENDED        | LINE#         |
|---------------------------------|-------|--------------------------------------------|----------|-----------------|---------------|
| 1                               | EA    | 04439211 1-1/2 X 1 PVC RED BUSHING TXT     | 5.6191   | 5.62            | 12            |
| 1                               | EA    | 35007015 150-PEB RAINBIRD PLASTIC VALVE    | 128.8410 | 128.84          | 13            |
| 2                               | EA    | 06015030 1-1/2 X 3 PVC SCH80 NIPPLE TBE    | 2.5421   | 5.08            | 14            |
| 1                               | EA    | 06858015 1-1/2 SPEARS SCH80 PVC UNION TT   | 26.5162  | 26.52           | 15            |
| 1                               | EA    | 04436015 1-1/2 PVC MALE ADAPTOR TXS        | 1.9865   | 1.99            | 16            |
| 1                               | EA    | 17000287 3M DBR/Y-6-KIT UL SPLICE KIT 2PK  | 6.0979   | 6.10            | 17            |
| 1                               | EA    | 38002010 1730-18FM ABQ BOX/LID TAN         | 262.7551 | 262.76          | 75            |
| 1                               | EA    | 38001940 1730-8X-FM ABQ 8IN EXT ONLY GREEN | 101.7759 | 101.78          | 19            |
|                                 |       |                                            |          | <b>SUBTOTAL</b> | <b>670.92</b> |
| MAINLINE HDPE PIPE AND FITTINGS |       |                                            |          |                 |               |
| 60                              | EA    | 82310150 1-1/2 SDR-11 4710 HDPE PIPE       | 150.9177 | 90.55           | 70            |
| 1                               | EA    | 99030000 HDPE fitting, butt or socket weld | 1.0000   | 1.00            | 71            |
|                                 |       |                                            |          | <b>SUBTOTAL</b> | <b>91.55</b>  |
| ELECTRIC VALVE ASSY             |       |                                            |          |                 |               |
| 3                               | EA    | 35007010 100-PEB RAINBIRD PLASTIC VALVE    | 96.4705  | 289.41          | 72            |
| 3                               | EA    | 35007990 PRS-DIAL R/B VALVE PRES REG       | 74.6765  | 224.03          | 73            |



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Las Cruces, NM 88005  
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QUOTE # 21143921  
PAGE 3 of 5  
QUOTED 03/21/2025

DELIVERY INSTRUCTIONS:

PO#: Alamogordo great Blocks BUYER: Valued Customer PH:  
P21 JOB: EIP#: BY: JESSE M QUOTE#  
EWING JOB: JOB REF: Alamogordo Street Blocks

| QTY                | ORDER | ITEM DESCRIPTION                           | NET             | EXTENDED        | LINE# |
|--------------------|-------|--------------------------------------------|-----------------|-----------------|-------|
| 4                  | EA    | 04436010 1 PVC MALE ADAPTOR TXS            | 1.1523          | 4.61            | 34    |
| 2                  | EA    | 04436132 1 X 1-1/4 PVC MALE ADAPTOR TXS    | 4.5449          | 9.09            | 35    |
| 3                  | EA    | 06010120 1 X 12 PVC SCH80 NIPPLE TBE       | 4.0135          | 12.04           | 36    |
| 3                  | EA    | 63060010 1 PVC STD-2000 TUBV-E SXT         | 79.3601         | 238.08          | 38    |
| 6                  | EA    | 06010030 1 X 3 PVC SCH80 NIPPLE TBE        | 1.2993          | 7.80            | 39    |
| 3                  | EA    | 17000280 L/P DBR/Y-6 UL SPLICE KIT 2PK     | 5.4976          | 16.49           | 40    |
| 3                  | EA    | 38002010 1730-18FM ABQ BOX/LID TAN         | 262.7551        | 788.27          | 76    |
| 3                  | EA    | 38001940 1730-8X-FM ABQ 8IN EXT ONLY GREEN | 101.7759        | 305.33          | 42    |
|                    |       |                                            | <b>SUBTOTAL</b> | <b>1,895.15</b> |       |
| FLOOD BUBBLER ASSY |       |                                            |                 |                 |       |
| 115                | EA    | 35005010 1401 RAINBIRD BUBBLER 1/4GPM      | 4.6664          | 536.64          | 77    |
| 32                 | EA    | 35005020 1402 RAINBIRD BUBBLER 1/2GPM      | 4.6664          | 149.32          | 78    |
| 147                | EA    | 35003400 PA-8S RAINBIRD PLST SHRUB BODY    | 1.0499          | 154.34          | 79    |
| 147                | EA    | 03001506 1/2 X 6 FLEX NIPPLE MXM           | 1.9894          | 292.44          | 48    |
| 147                | EA    | 04430005 1/2 PVC COUPLING TXT GREY         | 1.0261          | 150.84          | 49    |



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QUOTE # 21143921  
PAGE 4 of 5  
QUOTED 03/21/2025

DELIVERY INSTRUCTIONS:

PO#: Alamogordo great Blocks BUYER: Valued Customer PH:  
P21 JOB: EIP#: BY: JESSE M QUOTE#  
EWING JOB: JOB REF: Alamogordo Street Blocks

| QTY | ORDER | ITEM DESCRIPTION                       | NET             | EXTENDED        | LINE# |
|-----|-------|----------------------------------------|-----------------|-----------------|-------|
| 147 | EA    | 06005180 1/2 X 18 PVC SCH80 NIPPLE TBE | 2.5595          | 376.25          | 50    |
| 147 | EA    | 04407101 3/4 X 1/2 PVC 90 ELL ST       | 0.8228          | 120.95          | 51    |
|     |       |                                        | <b>SUBTOTAL</b> | <b>1,780.78</b> |       |

LATERAL PVC PIPE AND FITTINGS

|     |    |                                |                 |               |    |
|-----|----|--------------------------------|-----------------|---------------|----|
| 500 | EA | 07000120 3/4 CL200 PVC BE PIPE | 28.1934         | 140.97        | 54 |
|     |    |                                | <b>SUBTOTAL</b> | <b>140.97</b> |    |

HDPE PIPE AND FITTINGS

|       |    |                                       |                 |               |    |
|-------|----|---------------------------------------|-----------------|---------------|----|
| 1,000 | EA | 82000970 3/4X100 CENCORE HDPE CTS 200 | 52.6121         | 526.12        | 58 |
| 100   | EA | 82310125 1-1/4 SDR-11 4710 HDPE PIPE  | 73.1009         | 73.10         | 60 |
| 500   | EA | 82310100 1 SDR-11 4710 HDPE PIPE IPS  | 47.1591         | 235.80        | 61 |
| 1     | EA | 99030000 HDPE, Socket weld fittings   | 1.0000          | 1.00          | 62 |
|       |    |                                       | <b>SUBTOTAL</b> | <b>836.02</b> |    |

|   |    |                                          |            |          |    |
|---|----|------------------------------------------|------------|----------|----|
| 1 | EA | 35008510 ESPLXME2 R/B MODULAR CONTROLLER | 608.3090   | 608.31   | 80 |
| 1 | EA | 35100876 IQ4G-USA NETWORK COMM PKG       | 2,822.7680 | 2,822.77 | 81 |
| 1 | EA | 35008495 LXMMSSPED FOR ESP-LX MODULAR    | 1,836.6701 | 1,836.67 | 82 |
| 1 | EA | 35008485 LXMMSS ESP-LX MODULE SS CABINT  | 1,469.3387 | 1,469.34 | 83 |

CONTROLLER AND WIRE ASSY

CONTROLLER/WIRE/DECODER USE CPS-DENVER



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602.437.9530  
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## QUOTATION

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QUOTE # 21143921  
PAGE 5 of 5  
QUOTED 03/21/2025

### DELIVERY INSTRUCTIONS:

PO#: Alamogordo great Blocks BUYER: Valued Customer PH:  
P21 JOB: EIP#: BY: JESSE M QUOTE#  
EWING JOB: JOB REF: Alamogordo Street Blocks

| QTY ORDER         | ITEM DESCRIPTION                | NET             | EXTENDED        | LINE# |
|-------------------|---------------------------------|-----------------|-----------------|-------|
|                   |                                 | <b>SUBTOTAL</b> | <b>6,737.09</b> |       |
| SLEEVING PVC PIPE |                                 |                 |                 |       |
| 740               | EA 07000260 2 CL200 PVC BE PIPE | 121.0377        | 895.68          | 68    |
|                   |                                 | <b>SUBTOTAL</b> | <b>895.68</b>   |       |

Quotes do not include estimated tax. Once invoiced and local tax location is identified, applicable taxes will be calculated and applied.

**SUB-TOTAL:** 15,165.48  
**TAX:** 1,235.20  
**SHIPPING & HANDLING:** 0.97  
**AMOUNT DUE:** 16,401.65

No recommendation has been made by, or provided to, the seller concerning the use of the pesticide covered by this invoice.  
**PROPOSITION 65 WARNING:** Some of the products on your order may expose you to chemicals that are known to the State of California to cause cancer, birth defects and reproductive harm. Learn more at <https://www.p65warnings.ca.gov/>

This estimate disclaimer is provided to clarify the terms and conditions associated with the estimates provided by Ewing Outdoor Supply

This quote provided by Ewing Outdoor Supply is based on available information at the time of quoting and are subject to change based on unforeseen circumstances, Tariffs, Forced Majeure or additional factors beyond Ewings control.

Contractor to verify all materials and quantities quoted.

This quote is for estimating purposes. When the order is placed it will be priced with the most current pricing at the time of shipment.

The price named in the estimate is an approximation of the project requirements as provided to Ewing.

The disclaimer emphasizes that the estimate is non-binding and subject to change based on various factors, such as unforeseen circumstances or alterations to the project requirements.





Crosstown Construction & Trucking, LLC  
 2500 Motel Blvd.  
 Las Cruces, NM 88005  
 575-523-6101

### Change Order

|                         |                         |                     |                                           |
|-------------------------|-------------------------|---------------------|-------------------------------------------|
| <b>Project Name</b>     | Great Blocks Mainstreet | <b>Client</b>       | City of Alamogordo                        |
| <b>Change Order No.</b> | 8                       | <b>Company Name</b> | City of Alamogordo                        |
| <b>Requesting Party</b> | Crosstown Construction  | <b>Address</b>      | 2500 N Motel Blvd<br>Las cruces, NM 88005 |
| <b>Date of Request</b>  | 7/11/2025               | <b>Phone Number</b> | 575-523-6101                              |

|                               |                                                                                   |
|-------------------------------|-----------------------------------------------------------------------------------|
| <b>Description of Changes</b> | 1) Side Walk Great<br>2) Sink Hole (Cavity)                                       |
| <b>Reasons for Changes</b>    | 1) Relocation of Great<br>2) Grind Existing Grub & Gutter<br>3) Unknown Sink Hole |
| <b>Additional Information</b> | Allowance of 5 cy For Unknown Cavity                                              |

| Materials     | Description | Quantity | Unit Price   | Amount      |
|---------------|-------------|----------|--------------|-------------|
| Flowable Fill | Concrete    | 5        | \$ 295.00    | \$ 1,475.00 |
| Diamond Blade | Grinder     | 1        | \$ 225.00    | \$ 225.00   |
| Frame & Top   | Grate       | 1        | \$ 1,580.00  | \$ 1,580.00 |
|               |             |          |              | \$ -        |
|               |             |          | <b>Total</b> | \$ 3,280.00 |

| Labor                      | Hours | Unit Price   | Amount    |
|----------------------------|-------|--------------|-----------|
| Flowable Fill Labor        | 4     | \$ 24.90     | \$ 99.60  |
| Grind Concrete Labor ( x2) | 8     | \$ 24.90     | \$ 199.20 |
| Install Great              | 2     | \$ 24.90     | \$ 49.80  |
|                            |       |              | \$ -      |
|                            |       | <b>Total</b> | \$ 348.60 |

| Equipment | Hours | Rate         | Amount |
|-----------|-------|--------------|--------|
|           |       |              | \$ -   |
|           |       |              | \$ -   |
|           |       |              | \$ -   |
|           |       |              | \$ -   |
|           |       | <b>Total</b> | \$ -   |

| Sub-Contractor | Total |
|----------------|-------|
|                | \$ -  |
|                |       |

### Overhead and Profit

| Percent | Subtotal           | Total     |
|---------|--------------------|-----------|
| 15%     | General Contractor | \$ 544.29 |
|         |                    |           |
|         |                    |           |

|                              |                    |
|------------------------------|--------------------|
| Sub-Contractor Price         | \$ -               |
| Material Labor and Equipment | \$ 3,628.60        |
| Overhead and Profit          | \$ 544.29          |
| <b>Grand Total</b>           | <b>\$ 4,172.89</b> |

| Approved By | Date | Signature |
|-------------|------|-----------|
|             |      |           |
|             |      |           |
|             |      |           |



Crosstown Construction & Trucking, LLC  
 2500 Motel Blvd.  
 Las Cruces, NM 88005  
 575-523-6101

### Change Order

|                         |                         |                     |                    |
|-------------------------|-------------------------|---------------------|--------------------|
| <b>Project Name</b>     | Great Blocks Mainstreet | <b>Client</b>       | City of Alamogordo |
| <b>Change Order No.</b> | 8                       | <b>Company Name</b> |                    |
| <b>Requesting Party</b> | Crosstown Construction  | <b>Address</b>      |                    |
| <b>Date of Request</b>  | 11/6/2025               | <b>Phone Number</b> |                    |

|                               |                                                  |
|-------------------------------|--------------------------------------------------|
| <b>Description of Changes</b> | Replace 4-20 AMP ped-ox power peds with 4-50 AMP |
| <b>Reasons for Changes</b>    |                                                  |
| <b>Additional Information</b> |                                                  |

| Materials | Description | Quantity | Unit Price   | Amount |
|-----------|-------------|----------|--------------|--------|
|           |             |          |              |        |
|           |             |          |              | \$ -   |
|           |             |          |              | \$ -   |
|           |             |          |              | \$ -   |
|           |             |          | <b>Total</b> | \$ -   |

| Labor | Hours | Unit Price   | Amount |
|-------|-------|--------------|--------|
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       | <b>Total</b> | \$ -   |

| Equipment | Hours | Rate         | Amount |
|-----------|-------|--------------|--------|
|           |       |              | \$ -   |
|           |       |              | \$ -   |
|           |       |              | \$ -   |
|           |       |              | \$ -   |
|           |       | <b>Total</b> | \$ -   |

| Sub-Contractor          | Total       |
|-------------------------|-------------|
| Elevation Electric, LLC | \$ 8,360.00 |
|                         |             |

### Overhead and Profit

| Percent | Subtotal           | Total       |
|---------|--------------------|-------------|
| 15%     | General Contractor | \$ 1,254.00 |
|         |                    |             |
|         |                    |             |

|                              |                    |
|------------------------------|--------------------|
| Sub-Contractor Price         | \$ 8,360.00        |
| Material Labor and Equipment |                    |
| Overhead and Profit          | \$ 1,254.00        |
| <b>Grand Total</b>           | <b>\$ 9,614.00</b> |

| Approved By | Date | Signature |
|-------------|------|-----------|
|             |      |           |
|             |      |           |
|             |      |           |

Elevation Electric, LLC  
PO Box 610  
Dona Ana, NM 88032  
(575) 288-5582  
customerservice@elevationelectricllc.com



Estimate

ADDRESS  
Cross Town Construction  
411 N. Archuleta Rd. Las Cruces New Mexico 88005

ESTIMATE 3726  
DATE 09/15/2025

| DESCRIPTION                                       | AMOUNT     |
|---------------------------------------------------|------------|
| Replace 4-20 amp ped-ox power peds with 4-50 amp. | 8,360.00   |
| -----                                             |            |
| SUBTOTAL                                          | 8,360.00   |
| TAX                                               | 0.00       |
| -----                                             |            |
| TOTAL                                             | \$8,360.00 |

Accepted By  
  
Accepted Date



Crosstown Construction & Trucking, LLC  
 2500 Motel Blvd.  
 Las Cruces, NM 88005  
 575-523-6101

### Change Order

|                         |                         |                     |                    |
|-------------------------|-------------------------|---------------------|--------------------|
| <b>Project Name</b>     | Great Blocks Mainstreet | <b>Client</b>       | City of Alamogordo |
| <b>Change Order No.</b> | 9                       | <b>Company Name</b> |                    |
| <b>Requesting Party</b> | Crosstown Construction  | <b>Address</b>      |                    |
| <b>Date of Request</b>  | 12/12/2025              | <b>Phone Number</b> |                    |

|                               |                                                    |
|-------------------------------|----------------------------------------------------|
| <b>Description of Changes</b> | Removal of Existing Parking Lot and Handicap Lines |
| <b>Reasons for Changes</b>    | Owners Request                                     |
| <b>Additional Information</b> |                                                    |

| Materials | Description | Quantity | Unit Price   | Amount |
|-----------|-------------|----------|--------------|--------|
|           |             |          |              |        |
|           |             |          |              |        |
|           |             |          |              |        |
|           |             |          |              | \$ -   |
|           |             |          |              | \$ -   |
|           |             |          | <b>Total</b> | \$ -   |

| Labor | Hours | Rate         | Amount |
|-------|-------|--------------|--------|
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       | <b>Total</b> | \$ -   |

| Equipment | Hours | Rate         | Amount |
|-----------|-------|--------------|--------|
|           |       |              |        |
|           |       |              |        |
|           |       |              |        |
|           |       |              |        |
|           |       | <b>Total</b> | \$ -   |

| Sub-Contractor         | Total       |
|------------------------|-------------|
| Texas EnviroBlast, LLC | \$ 3,500.00 |
|                        |             |

#### Overhead and Profit

| Percent | Subtotal    | Total     |
|---------|-------------|-----------|
| 15%     | \$ 3,500.00 | \$ 525.00 |
|         |             |           |
|         |             |           |

|                              |                    |
|------------------------------|--------------------|
| Sub-Contractor Price         | \$ 3,500.00        |
| Material Labor and Equipment |                    |
| Overhead and Profit          | \$ 525.00          |
| <b>Grand Total</b>           | <b>\$ 4,025.00</b> |

| Approved By | Date | Signature |
|-------------|------|-----------|
|             |      |           |
|             |      |           |
|             |      |           |



Texas EnviroBlast LLC  
209 Viking  
El Paso, TX  
79912

Invoice

|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 12/8/2025 | 25-1140   |

|                                                                                      |
|--------------------------------------------------------------------------------------|
| Bill To                                                                              |
| Crosstown Construction<br>David Nevarez<br>2800 N Motel BLVD<br>Las Cruces, NM 88007 |

|          |                |         |
|----------|----------------|---------|
| P.O. No. | Terms          | Project |
|          | Due on receipt |         |

| Quantity | Description                                                                                  | Rate         | Amount     |
|----------|----------------------------------------------------------------------------------------------|--------------|------------|
| 1        | Sandblast project lump sum: Sandblast parking spot lines and handicap lines in Alamogordo NM | 3,500.00     | 3,500.00   |
|          | Sales Tax                                                                                    | 8.25%        | 0.00       |
|          |                                                                                              | <b>Total</b> | \$3,500.00 |



Crosstown Construction & Trucking, LLC  
 2500 Motel Blvd.  
 Las Cruces, NM 88005  
 575-523-6101

### Change Order

|                         |                         |                     |                    |
|-------------------------|-------------------------|---------------------|--------------------|
| <b>Project Name</b>     | Great Blocks Mainstreet | <b>Client</b>       | City of Alamogordo |
| <b>Change Order No.</b> | 9                       | <b>Company Name</b> |                    |
| <b>Requesting Party</b> | Crosstown Construction  | <b>Address</b>      |                    |
| <b>Date of Request</b>  | 11/26/2025              | <b>Phone Number</b> |                    |

|                               |                                                                                                                   |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Description of Changes</b> | Overhead Structure                                                                                                |
| <b>Reasons for Changes</b>    | Modification for Structural Support                                                                               |
| <b>Additional Information</b> | Overhead Structure to be installed 12/15/2025 - 12/19/2025.<br>Additional Time - 4 Weeks to be added to contract. |

| Materials       | Description                          | Quantity | Unit Price   | Amount      |
|-----------------|--------------------------------------|----------|--------------|-------------|
| Traffic Control | Set up and Take Down                 | 2        | \$ 500.00    | \$ 1,000.00 |
| Traffic Control | Barrel, Lights, Arrow Boards         | 5 Days   | \$ 486.50    | \$ 2,432.50 |
| Grout           | Remove and Replace None Shrink Grout | 4 Poles  | \$ 100.00    | \$ 400.00   |
|                 |                                      |          |              | \$ -        |
|                 |                                      |          |              | \$ -        |
|                 |                                      |          | <b>Total</b> | \$ 3,832.50 |

| Labor         | Hours | Rate         | Amount      |
|---------------|-------|--------------|-------------|
| Operators X 3 | 16    | \$ 92.64     | \$ 1,482.24 |
|               |       |              | \$ -        |
|               |       |              | \$ -        |
|               |       |              | \$ -        |
|               |       | <b>Total</b> | \$ 1,482.24 |

| Equipment            | Hours | Rate         | Amount      |
|----------------------|-------|--------------|-------------|
| Telehandler Forklift | 16    | \$ 150.00    | \$ 2,400.00 |
| Telehandler Forklift | 16    | \$ 150.00    | \$ 2,400.00 |
| Scissor Lift         | 16    | \$ 100.00    | \$ 1,600.00 |
|                      |       |              |             |
|                      |       | <b>Total</b> | \$ 6,400.00 |

| Sub-Contractor        | Total        |
|-----------------------|--------------|
| Mesilla Valley Metals | \$ 20,000.00 |
|                       |              |

#### Overhead and Profit

| Percent | Subtotal           | Total       |
|---------|--------------------|-------------|
| 15%     | General Contractor | \$ 4,757.22 |
|         |                    |             |
|         |                    |             |

|                              |                     |
|------------------------------|---------------------|
| Sub-Contractor Price         | \$ 20,000.00        |
| Material Labor and Equipment | \$ 11,714.74        |
| Overhead and Profit          | \$ 4,757.22         |
| <b>Grand Total</b>           | <b>\$ 36,471.96</b> |

| Approved By | Date | Signature |
|-------------|------|-----------|
|             |      |           |
|             |      |           |
|             |      |           |





Materials - \$5000  
Shop Labor - \$7500  
Field Labor - \$7500  

---

\$20,000

Fabricate & Install four corner braces  
for overhead sign structure in Alamogordo.

Casey Rebert  
12-1-25





Crosstown Construction & Trucking, LLC  
 2500 Motel Blvd.  
 Las Cruces, NM 88005  
 575-523-6101

### Change Order

|                         |                         |                     |                    |
|-------------------------|-------------------------|---------------------|--------------------|
| <b>Project Name</b>     | Great Blocks Mainstreet | <b>Client</b>       | City of Alamogordo |
| <b>Change Order No.</b> | 10                      | <b>Company Name</b> |                    |
| <b>Requesting Party</b> | Crosstown Construction  | <b>Address</b>      |                    |
| <b>Date of Request</b>  | 12/12/2025              | <b>Phone Number</b> |                    |

|                               |                                                                                |
|-------------------------------|--------------------------------------------------------------------------------|
| <b>Description of Changes</b> | Removal of Crosswalk on 10th St, Yellow lines on New York near 11th & 12th St. |
| <b>Reasons for Changes</b>    | At owner Request                                                               |
| <b>Additional Information</b> |                                                                                |

| Materials       | Description                                                    | Quantity | Unit Price   | Amount      |
|-----------------|----------------------------------------------------------------|----------|--------------|-------------|
| Traffic Control | Lane Closer- Crosswalk Each line                               | 4        | \$ 284.00    | \$ 1,136.00 |
| Traffic Control | Road Closer - 11th & 12th Street -One day set up and take down | 1        | \$ 770.50    | \$ 770.50   |
|                 |                                                                |          |              | \$ -        |
|                 |                                                                |          |              | \$ -        |
|                 |                                                                |          |              | \$ -        |
|                 |                                                                |          | <b>Total</b> | \$ 1,906.50 |

| Labor | Hours | Rate         | Amount |
|-------|-------|--------------|--------|
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       | <b>Total</b> | \$ -   |

| Equipment | Hours | Rate         | Amount |
|-----------|-------|--------------|--------|
|           |       |              |        |
|           |       |              |        |
|           |       |              |        |
|           |       |              |        |
|           |       | <b>Total</b> | \$ -   |

| Sub-Contractor         | Total       |
|------------------------|-------------|
| Texas EnviroBlast, LLC | \$ 4,750.00 |
|                        |             |

### Overhead and Profit

| Percent | Subtotal    | Total     |
|---------|-------------|-----------|
| 15%     | \$ 6,656.50 | \$ 998.48 |
|         |             |           |
|         |             |           |

|                              |                    |
|------------------------------|--------------------|
| Sub-Contractor Price         | \$ 4,750.00        |
| Material Labor and Equipment | \$ 1,906.50        |
| Overhead and Profit          | \$ 998.48          |
| <b>Grand Total</b>           | <b>\$ 7,654.98</b> |

| Approved By | Date | Signature |
|-------------|------|-----------|
|             |      |           |
|             |      |           |
|             |      |           |



# Texas EnviroBlast LLC

209 Viking  
El Paso, TX  
79912

## Estimate

| Date       | Estimate #  |
|------------|-------------|
| 12/10/2025 | 25-EST-1165 |

### Name / Address

Crosstown Construction  
David Nevarez  
2800 N Motel BLVD  
Las Cruces, NM 88007

### Project

| Description                                                                                                                                                                                         | Qty | Rate         | Total             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|-------------------|
| Sandblast project lump sum: 1st day: Crosswalk on 10th Street, 1/2 of road                                                                                                                          | 1   | 1,900.00     | 1,900.00          |
| Sandblast project lump sum: 2nd day: Crosswalk on 10th Street, 2nd half of road                                                                                                                     | 1   | 1,900.00     | 1,900.00          |
| Sandblast project lump sum: ADD ON, 80lf of DBL Yellow line on New York near 11th Street. This has to be done on Day 1 or Day 2 or other fees will apply Includes 2 days of travel and no clean up. | 1   | 950.00       | 950.00            |
| Sales Tax                                                                                                                                                                                           |     | 8.25%        | 0.00              |
|                                                                                                                                                                                                     |     | <b>Total</b> | <b>\$4,750.00</b> |

### Phone #

(915)478-0447

### E-mail

texasenviroblastllc@yahoo.com

### Web Site

texasenviroblast.com



Crosstown Construction & Trucking, LLC  
 2500 Motel Blvd.  
 Las Cruces, NM 88005  
 575-523-6101

### Change Order

|                         |                         |                     |                    |
|-------------------------|-------------------------|---------------------|--------------------|
| <b>Project Name</b>     | Great Blocks Mainstreet | <b>Client</b>       | City of Alamogordo |
| <b>Change Order No.</b> | 11                      | <b>Company Name</b> |                    |
| <b>Requesting Party</b> | Crosstown Construction  | <b>Address</b>      |                    |
| <b>Date of Request</b>  | 12/12/2025              | <b>Phone Number</b> |                    |

|                               |                                                                                              |
|-------------------------------|----------------------------------------------------------------------------------------------|
| <b>Description of Changes</b> | 1) Additional Payment on 8th street<br>2) Additional Base Course for adjustment of curb line |
| <b>Reasons for Changes</b>    | 1) Per Citys Request<br>2) Rembersment on Base Course Material                               |
| <b>Additional Information</b> | Per Unit Price                                                                               |

| Materials   | Description                    | Quantity | Unit Price   | Amount              |
|-------------|--------------------------------|----------|--------------|---------------------|
| Pavement    | subgrade preperation           | 214 sy   | \$ 15.00     | \$ 3,210.00         |
| Pavement    | Saw Cut to replace base course | 214sy    | \$ 21.40     | \$ 4,579.60         |
| Pavement    | Prime Coat                     | 214sy    | \$ 3.00      | \$ 642.00           |
| Pavement    | 3" HMA                         | 214sy    | \$ 45.33     | \$ 9,700.62         |
| Base course | Rembersment on New York St     | 640 Tons | \$ 22.00     | \$ 14,080.00        |
|             |                                |          | <b>Total</b> | <b>\$ 32,212.22</b> |

| Labor      | Hours | Rate         | Amount      |
|------------|-------|--------------|-------------|
| Unit Price |       |              | \$ -        |
|            |       |              | \$ -        |
|            |       |              | \$ -        |
|            |       |              | \$ -        |
|            |       | <b>Total</b> | <b>\$ -</b> |

| Equipment  | Hours | Rate         | Amount      |
|------------|-------|--------------|-------------|
| Unit Price |       |              |             |
|            |       |              |             |
|            |       |              |             |
|            |       |              |             |
|            |       | <b>Total</b> | <b>\$ -</b> |

| Sub-Contractor | Total |
|----------------|-------|
|                |       |
|                |       |

### Overhead and Profit

| Percent | Subtotal   | Total |
|---------|------------|-------|
| 15%     | Unit Price |       |
|         |            |       |
|         |            |       |

|                              |                     |
|------------------------------|---------------------|
| Sub-Contractor Price         | Unit Price          |
| Material Labor and Equipment | \$ 32,212.22        |
| Overhead and Profit          | Unit Price          |
| <b>Grand Total</b>           | <b>\$ 32,212.22</b> |

| Approved By | Date | Signature |
|-------------|------|-----------|
|             |      |           |
|             |      |           |
|             |      |           |



Crosstown Construction & Trucking, LLC  
 2500 Motel Blvd.  
 Las Cruces, NM 88005  
 575-523-6101

### Change Order

|                         |                         |                     |                    |
|-------------------------|-------------------------|---------------------|--------------------|
| <b>Project Name</b>     | Great Blocks Mainstreet | <b>Client</b>       | City of Alamogordo |
| <b>Change Order No.</b> | 12                      | <b>Company Name</b> |                    |
| <b>Requesting Party</b> | Crosstown Construction  | <b>Address</b>      |                    |
| <b>Date of Request</b>  | 1/14/2025               | <b>Phone Number</b> |                    |

|                               |                                                    |
|-------------------------------|----------------------------------------------------|
| <b>Description of Changes</b> | 1) Remove Yellow and White Lines on 10th.          |
|                               | 2) Paint Trusses-                                  |
|                               | 3)Traffic Control for Store's. One way Turn around |
|                               | 4)Lift Arrow on 10th Street                        |
|                               | 5)Concrete Rundown on 9th                          |

| Materials              | Description                             | Quantity | Unit Price   | Amount             |
|------------------------|-----------------------------------------|----------|--------------|--------------------|
| Turn Arrow             | White- Left Turn on 10th Street.        | 1        | \$ 586.00    | \$ 586.00          |
| Traffic Contol         | Barrels and Signs/ To Keep Stores Happy | 3 Days   | \$ 400.00    | \$ 1,200.00        |
| Primer and Black Paint | Trusses                                 | 1        | \$ 125.00    | \$ 125.00          |
|                        | 4" White line on 10th                   | 100 LF   | \$ 750.00    | \$ 750.00          |
| Traffic Control        | Sand Blasting, 10th                     | 2 Days   | \$ 400.00    | \$ 800.00          |
|                        |                                         |          | <b>Total</b> | <b>\$ 3,461.00</b> |

| Labor                                             | Hours | Rate         | Amount             |
|---------------------------------------------------|-------|--------------|--------------------|
| Paint new Trusses for Overhaed- 2 Guys and Spayer | 8     | \$ 100.00    | \$ 800.00          |
| Delivery and Set up/ Tear down                    | 1     | \$ 500.00    | \$ 500.00          |
| Install Turn Arrow-2 Guys and Equipment           | 4     | \$ 100.00    | \$ 400.00          |
|                                                   |       |              | \$ -               |
|                                                   |       | <b>Total</b> | <b>\$ 1,700.00</b> |

| Equipment                      | Hours | Rate         | Amount           |
|--------------------------------|-------|--------------|------------------|
| Scissor lift- To Paint Trusses | 8     | \$ 77.50     | \$ 620.00        |
|                                |       |              |                  |
|                                |       |              |                  |
|                                |       | <b>Total</b> | <b>\$ 620.00</b> |

| Sub-Contractor                                                                                              | Total      |
|-------------------------------------------------------------------------------------------------------------|------------|
| Texas Enviro Blast- Remove Yellow lines on 10th- Remove Yellow Lines, White Lines, Stop Bars and Only Sign. | \$2,625.00 |
| crete Rundown, Saw Cut, Remove Concrete, Dirt Work, Form And Pour, Clean u                                  | \$2,000.00 |

#### Overhead and Profit

| Percent | Subtotal   | Total      |
|---------|------------|------------|
| 15%     | Unit Price | \$1,560.90 |
|         |            |            |
|         |            |            |

|                               |                    |
|-------------------------------|--------------------|
| Sub-Contractor Price          | \$ 4,625.00        |
| Material, Labor and Equipment | \$ 5,781.00        |
| Overhead and Profit           | \$1,560.90         |
| <b>Grand Total</b>            | <b>\$11,966.90</b> |

| Approved By | Date | Signature |
|-------------|------|-----------|
|             |      |           |
|             |      |           |
|             |      |           |

|                   |                                       |                           |                   |
|-------------------|---------------------------------------|---------------------------|-------------------|
| Date of Issuance: | April 16, 2026                        | Effective Date:           | April 16, 2026    |
| Owner:            | City of Alamogordo                    | Owner's Contract No.:     | EN2306   2024-006 |
| Contractor:       | Crosstown Construction & Trucking LLC | Contractor's Project No.: | PO# 22501473      |
| Engineer:         | Smith Engineering Company             | Engineer's Project No.:   | 823102-07         |
| Project:          | Great Blocks Mainstreet               | Contract Name:            |                   |

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.2, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

|            |                  |                        |
|------------|------------------|------------------------|
| Reference: | <u>Inclusive</u> | <u>Inclusive</u>       |
|            | Specification(s) | Drawing(s) / Detail(s) |

Description: **The existing electrical service, power for the new pedestrian hybrid beacon (PHB), was found to be damaged in the vicinity of the concrete alley pad east of New York Avenue along 10<sup>th</sup> Street. This field order authorizes the Contractor to remove, dispose, and replace concrete flatwork necessary to locate the damage wire to provide service for the PBH Signal.**

The Attachments: **None**

|                                                                                                |                                   |           |  |
|------------------------------------------------------------------------------------------------|-----------------------------------|-----------|--|
| ISSUED:                                                                                        |                                   | RECEIVED: |  |
| By: <u></u> | By: _____                         |           |  |
| Engineer (Authorized Signature)                                                                | Contractor (Authorized Signature) |           |  |
| Title: <u>Project Engineer</u>                                                                 | Title: _____                      |           |  |
| Date: <u>April 16, 2026</u>                                                                    | Date: _____                       |           |  |
| Copy to: Owner                                                                                 |                                   |           |  |





Crosstown Construction & Trucking, LLC  
 2500 Motel Blvd.  
 Las Cruces, NM 88005  
 575-523-6101

### Change Order

|                         |                         |                     |                    |
|-------------------------|-------------------------|---------------------|--------------------|
| <b>Project Name</b>     | Great Blocks Mainstreet | <b>Client</b>       | City of Alamogordo |
| <b>Change Order No.</b> | 14                      | <b>Company Name</b> |                    |
| <b>Requesting Party</b> | Crosstown Construction  | <b>Address</b>      |                    |
| <b>Date of Request</b>  | 5/18/2026               | <b>Phone Number</b> |                    |

|                               |                                                 |
|-------------------------------|-------------------------------------------------|
| <b>Description of Changes</b> | Fix damage conduit, replace and pull conductors |
|                               | Saw cut concrete, remove & repour concrete      |
| <b>Reasons for Changes</b>    | Filed Order No.14                               |
|                               |                                                 |
| <b>Additional Information</b> |                                                 |

| Materials | Description | Quantity | Unit Price   | Amount |
|-----------|-------------|----------|--------------|--------|
|           |             |          |              | \$ -   |
|           |             |          |              | \$ -   |
|           |             |          |              | \$ -   |
|           |             |          |              | \$ -   |
|           |             |          |              | \$ -   |
|           |             |          |              | \$ -   |
|           |             |          | <b>Total</b> | \$ -   |

| Labor | Hours | Rate         | Amount |
|-------|-------|--------------|--------|
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       |              | \$ -   |
|       |       | <b>Total</b> | \$ -   |

| Equipment | Hours | Rate         | Amount |
|-----------|-------|--------------|--------|
|           |       |              |        |
|           |       |              |        |
|           |       |              |        |
|           |       |              |        |
|           |       | <b>Total</b> | \$ -   |

| Sub-Contractor         | Total       |
|------------------------|-------------|
| Elevation Electric     | \$ 5,600.00 |
| Eagle View Contractors | \$ 800.00   |

| Overhead and Profit |             |           |
|---------------------|-------------|-----------|
| Percent             | Subtotal    | Total     |
| 15%                 | \$ 6,400.00 | \$ 960.00 |
|                     |             |           |
|                     |             |           |

|                              |                    |
|------------------------------|--------------------|
| Sub-Contractor Price         | \$ 6,400.00        |
| Material Labor and Equipment |                    |
| Overhead and Profit          | \$ 960.00          |
| <b>Grand Total</b>           | <b>\$ 7,360.00</b> |

| Approved By | Date | Signature |
|-------------|------|-----------|
|             |      |           |
|             |      |           |
|             |      |           |

# AGENDA REPORT

## CITY OF ALAMOGORDO CITY COMMISSION

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**Meeting Date:** 7/28/2026

**Report Date:** 07/21/2026

**Report No:** 8.

**Submitted By:** Candice Gebhardt

---

**Subject:** Consider, and act upon, awarding of the contract 2026-004 Fixed Route Transportation Services to Zia Therapy Center, Inc. (*Jimmy Vargas, Public Works Director*)

---

**Fiscal Impact:** Public Works \$259,968.30

Amount Budgeted: \$259,968.30

Fund: 044.500.2400.0000.54520. Service Contract

Additional Fiscal Impact:

---

**Recommendation:** Approve the RFP

---

**Background:** RFP 2026-004 The scope of this service for the proposed transit service is made up of fixed routes and paratransit services with set schedules that run multiple times per day. Paratransit services will be provided to people with disabilities by virtue of their disability and are not able to use a standard fixed-route service.

One proposal was received on July 1st, 2026. The proposal was reviewed by the Purchasing Department and deemed responsive. The proposal was approved by Public Works for content. Amount \$259,968.30. The dollar amount for this RFP was approved by the Commission as part of the FY27 Budget.



**Zia Therapy Center, Inc.  
(Ztrans)**

*Responding to:*

**RFP 2026-004**

**FIXED ROUTE TRANSPORTATION SERVICES**

*Release Date: May 31, 2026*

*Response Deadline: July 1, 2026, 3:00 pm*

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June 9, 2026

City of Alamogordo  
Purchasing Department  
2600 N Florida  
Alamogordo, NM 88310

Dear Ms. Pyeatt,

Zia Therapy Center, Inc. is a federally recognized 501(c)(3) non-profit organization, governed by a Board of Directors. Zia has been a fixture of Alamogordo for 66 years! We added public transportation to our array of services, with its beginning in 2001.

Zia will be submitting an application for RFP 2026-004, to continue providing Fixed Route Transportation Services within the City of Alamogordo. Ztrans has the proven record for providing public transportation throughout Alamogordo, Tularosa, Mescalero, HAFB, Las Cruces, and *starting July 1<sup>st</sup>, Boles Acres!* We have our beautiful fleet of highly visible, colorful busses, and the experienced personnel in place to continue to provide high quality public transportation services in a safe, effective, and timely manner.

Ztrans and the city of Alamogordo have developed a wonderful working relationship over 25 years. We know we can continue to meet the public transportation needs while supporting our riders' independence and enhancing their quality of life.

Thank you for your consideration,

A handwritten signature in blue ink that reads "Margaret S O'Neill". The signature is written in a cursive, flowing style.

Margaret S. (Peggy) O'Neill  
Chief Executive Officer

### 1. Operations Capability

*The overall quality of the proposer's operating plan, including the proposed operating procedures, approach to planning, scheduling, deployment, dispatching, supervision, customer service and emergency contingencies and response; the contents of the proposer's service quality monitoring program; and the approach to providing regular and accurate reporting of performance data.*

Zia Therapy Center's Ztrans Transit Operating Plan for the City of Alamogordo consists of the following:

### Service Design

| Route                      | Description                                                                                                                                                                                                 | Hours of Service                                                                                                     |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>Green Route 10</b>      | A fixed route operating within city limits to 1 <sup>st</sup> Street, Indian Wells, 10 <sup>th</sup> Street, Christus Hospital, Scenic, White Sands Blvd, and Fair Grounds                                  | 7:00 am to 6:00 pm                                                                                                   |
| <b>Yellow Route 20</b>     | A fixed route operating to Boles Acres, 1 <sup>st</sup> Street, White Sands Blvd., Fair Grounds, and Rocket Family Fun Center                                                                               | 7:00 am to 6:00 pm                                                                                                   |
| <b>Purple Route 30</b>     | A fixed route operating within city limits to S. Florida, HWY 70 West, Holloman Air Force Base                                                                                                              | 6:00 am to 5:00 pm                                                                                                   |
| <b>Orange Route 40</b>     | Service from Alamogordo to HAFB, Las Cruces DACB, NMSU, Mt. View and Memorial hospitals, Mesilla Valley Mall, and the Multi-Modal Transportation Hub to connect to greater VA in El Paso, or points beyond. | 6:00 am to 7:30 pm<br>With three runs<br>Per day                                                                     |
| <b>Blue Route -50</b>      | A fixed route operating from Alamogordo to Tularosa, Mescalero Inn of the Mt. Gods and Mescalero                                                                                                            | 6:00 am to 7:30 pm                                                                                                   |
| <b>Paratransit Service</b> | Operating under federal paratransit guidelines within the Fixed Route service areas of Alamogordo, Routes 10, 20, 30                                                                                        | Demand Response for people with qualifying disabilities in accordance with Federal Transit Administration guidelines |

### Dispatch

- Service Hours for Ztrans Dispatch office are Monday through Friday,
- 6:00 am to 6:00 pm.

Ztrans currently maintains a fleet of 18 vehicles; 13 for use under public transportation, with five vehicles in reserve for backup (maintenance/repairs), as required by federal and state law. The Transit Director, her assistant, and dispatchers monitor all vehicles for maintenance concerns, inspections or maintenance due.



**Vehicles**

- One 10-passenger vehicles with wheelchair lifts
- One 12-passenger vehicle with wheelchair lift
- Two 13-passenger vehicles with wheelchair lifts
- Seven 16-passenger vehicles with wheelchair lifts
- Two 8-passenger vehicles with wheelchair lifts
- Every vehicle is fully ADA compliant
- All vehicles are kept in a secured lot with video surveillance.
- Vehicle maintenance/service is performed locally, by American Service Excellence (ASE) certified mechanics, as required by the NMPRC.
- Vehicles are inspected, licensed, and clearly marked (as required by federal and state law).
- All vehicles are kept clean in Zia's wash facility.
- All vehicles are equipped with a video monitoring system that constantly records the inside activities on the bus from more than one angle. Our Dispatch or the Director of Transportation can access the video to monitor any situation on the busses in real time, or to monitor drivers for training purposes.
- All vehicles are equipped with Wi-Fi.
- All vehicles are equipped with ETA Spot, an app that helps riders accessing our transportation system.

Every driver is responsible for doing a physical, written pre-check and post-check on the vehicle assigned to them each day. Timely response to vehicle maintenance issues helps alleviate worse problems down the road. We are always trying to keep costs down.

**Approach to Planning**

Zia Therapy Center has a strong and proven approach to planning our public transportation services. When planning, we look at all aspects the service requires: routes and route timing, staffing, vehicle availability, and of course the cost of providing the service. Zia's planning team consists of Transportation Director, Transportation Supervisor, CFO, and CEO. Our Transportation Director and Assistant travel the routes to gather real time data and make adjustments to assure all routes are meeting the needs of our community in a timely and efficient manner. Zia's CEO and CFO assist the director in budget development/management and maintaining financial partners for transportation. We have an annual planning meeting to create a budget. During this time we also consider what can be done more efficiently, while maintaining the quality of service our passengers deserve.

**Scheduling**

The scheduling of city routes is done in conjunction with personnel from the City to ensure the location of stops are safe and acceptable with the City. Bus stop timing is carefully planned to ensure all routes are predictable and appropriately timed to avoid waiting.

### **Deployment/Dispatching**

In the morning, deployment of all vehicles begins at Zia Therapy Center, 900 1st Street in Alamogordo. This is our sole business location and houses our vehicle lot, maintenance facility and dispatch office.

Our dispatch office is open 30 minutes prior to route start times and closes 30 minutes after the conclusion of the last route. Pre-deployment, each bus driver is required to perform a written pre-check on their vehicle ensuring it is safe to operate for the day. At the end of the day, drivers are also required to perform written post-checks on their vehicles to report any new problems that might have arisen so the dispatcher can schedule a backup bus for the next route.

### **Quality Monitoring**

An important function of planning, when providing high quality services, is knowing what your customer base finds important. With that in mind, the following quality points were developed.

- Annual anonymous customer surveys
- Annual anonymous employee surveys
- Annual community transit meeting to get face-to-face feedback from stakeholders
- Customer comment/complaint forms (on all busses)
- Availability of Transit Director or designee to answer questions, provide feedback
- Staff training in customer service and assistance for disabled customers
- Monitoring of annual staff training progress
- Safe, well-maintained, clean vehicles
- Analysis of ridership statistics quarterly to aid in streamlining services
- Website to share information
- ETA SPOT – interactive transit app to aid in system monitoring

The New Mexico Department of Transportation, Transit and Rail Division is responsible for day to day oversight of transit operations in New Mexico, but the FTA comes annually to inspect all aspects of our system as well. Then we have the PRC, and many other auxiliary oversight agencies that inspect Zia as a whole.

When all these reports are in, we also have our Board of Directors, who are the last order of oversight. At Zia, our working motto is, *“We are rule followers!”* We never want any employee questioning whether we follow this or that rule. We follow them all. All the time. Period. We require all employees be well versed in the standards or rules we must follow for their program. In addition, all employees are required to follow Zia policies and procedures.

### **Emergency Contingencies**

Our fleet is equipped with a transit camera monitoring system that allows us to zoom in on any bus in our fleet and we can watch/hear what is happening on the route. Radios are installed in all of our vehicles for communication with the dispatchers. Our drivers are able to request assistance at any time and we are able to share video with law enforcement as needed.

Any passenger who gets physically abusive with other passengers (or our drivers) will be banned from Ztrans forever. Zia has also developed policies and plans for most any contingency that could occur out on the road, and drivers are trained on a variety of scenarios.

### **Reporting of Data**

Ztrans utilizes thorough record keeping procedures by drivers and dispatchers to obtain a myriad of data useful in the operation of transportation services. Ztrans captures the following data on a daily basis:

- Number of riders getting on and getting off the bus
- Mileage by vehicle
- Service hours by vehicle

### **Reports**

- Daily ridership statistics to Business Office
- Monthly ridership statistics and vehicle utilization to NMDOT
- Monthly invoices to the City
- Quarterly ridership statistics to NMDOT and local match partners, such as the City
- Data requested by funding partners
- Quarterly Drug/alcohol testing results to NMDOT
- Drug/Alcohol testing reports to NMDOT
- National Transit Database
- Blackcat

## **2. OPERATIONS CAPABILITY**

### ***Methods to maximize service efficiency and reliability***

Being a nonprofit service organization gives Zia a mindset of frugality. We turn off lights, use less and we do not waste anything. We know how to stretch our dollars. Zia Therapy Center ensures every vehicle in our fleet has regular maintenance right on schedule. We have proven over and over again how useful our maintenance program has been in keeping our vehicles on the road for 400,000 – 500,00 miles plus!! The New Mexico Department of Transportation often points to us as the stars of keeping busses alive. Keeping them running at top notch saves money and increases the reliability of our service.

Our Safety Program is top notch as well. Managing risk is where the real savings occur. With that in mind, Zia has developed a Safety Program that would rival a developed nation. We have a Safety Officer and a Safety Committee who review every incident and accident form generated by any Zia program. Everyone at Zia is expected to do their part and safety is part of our every-day language. We are always looking for great ways to decrease costs and this is one of our best initiatives.

### 3. KEY PERSONNEL, MANAGEMENT, AND STAFFING/TRAINING PLANS

*The qualifications, experience and credentials of the key personnel, projected availability of key personnel, and the quality of the proposer's overall management organization and team.*

#### **Key Personnel**

Zia Therapy Center's key personnel for Ztrans are Kim Cox (Transportation Director), Sabrina Delgado (Transportation Supervisor), Paige Spann (Chief Financial Officer), and Peggy O'Neill (Chief Executive Officer). These three hold company phones and can be reached at any time during operational hours. Zia is a wonderful place to work. We have a happy atmosphere and do our best to be a GREAT employer. As you will see below, the longevity of our staff is a true testament to the commitment Zia Therapy Center has to our employees, and it also shows the level of commitment our employees have to Zia and especially to those we serve. Aside from that, Ztrans also has a great relationship with New Mexico Department of Transportation, who are supportive of us as one of their two non-profit-run public transportation agencies.

**Kim Cox, Transportation Director**, has been with Zia for 22 years, 18 of which have been in the transportation department. Kim started as a dispatcher and has worked her way to director. She stepped into the lead role in January 2026, after completing a full year of training with our prior Director, Joseph Hardin. Kim has done everything from scheduling bus drivers and vehicle maintenance to presenting budget requests before the SERPTO committee (and taking first place in our region!). Her wealth of knowledge is very valuable. She exudes professionalism and is a director we can rely on 100%. Kim fully intends to invest many years to come in this position. She has set a goal for every one of our drivers to obtain CDLs with P endorsements (for passengers), and has almost completed that goal in her short time in the Director position.

**Sabrina Delgado, Ztrans Supervisor**, has been with Zia for nine years, all of which have been in the transportation department. Sabrina started as a dispatcher as well and has now been promoted to Supervisor. She has played a huge role in keeping us up to date on new technology and utilizing our programs to their fullest potential. Sabrina is a strong right hand for our Transportation Director.

**Paige Spann, Chief Financial Officer**, has been with Zia for 19 years. Paige has an extensive background in transportation's budget management. She has provided billing services to our local match partners by sending out monthly invoices and has also submitted to NMDOT. Along with billing, she has also maintained the budget, doing budget revisions as necessary, and making sure funds are utilized in the most efficient way possible. Kim and Paige work hand in hand in keeping transportation fully funded and assuring all needs are met.

**Peggy O'Neill, Chief Executive Officer**, has been with Zia for 30 years and has proven to be a fearless leader. She supports each program director with whatever they need to keep their programs operating smoothly and creates the policies and procedures that keep Zia Therapy Center in compliance within our four separate service areas. She is involved in all aspects of budgeting decisions and works closely with each program's state leaders. She fully supports Kim in her program needs and offers advice and guidance regarding employee issues. Peggy has seen

our transportation services from day one and has been an integral part in making it what it is today. She has ensured services run seamlessly by making sound financial decisions.

*See attached Transportation Staffing – Page 14*

#### **4. KEY PERSONNEL, MANAGEMENT, AND STAFFING/TRAINING PLANS**

*The proposer's plan for staffing and training, including examples of the proposer's policies regarding safety and security.*

Zia's HR Director, Will Smith, has done an amazing job of modernizing our HR system. Zia's staffing plan for all programs first involves finding the best candidates available. Staffing is managed through thoughtful recruitment and retention procedures that highlight our benefits, pay structure, and training plan for each program and position. That is another way we are able to maximize our efficiency and reliability. The longer we can keep our employees working for Zia, the richer their knowledge base becomes. We have many, many employees that have worked for Zia 10-20 years a few who have stayed 30+ years.

##### **Staffing**

When we need employees in transportation, the HR Director places ads throughout the community, including online on hiring websites and our website, [www.ziatherapy.org](http://www.ziatherapy.org). The HR Director ensures all applicants have needed references and background checks to include:

- Reference checks on last three years and last three employers
- A criminal background check through the Department of Public Safety and Children, Youth, and Families Department
- Background checks through the use of online databases including sex offenders, DWI, Employee abuse, and NM state judicial.
- A current CDL driver's license or the ability to obtain one within six months
- A driving record check through the NM Department of Motor Vehicles
- If prior Department of Transportation (DOT), a check for their last two years of drug testing
- Pre-employment drug screening
- The entire packet of information is reviewed and approved by the Transportation Director and the CEO.

##### **Training**

Ztrans has an in-house trainer, utilized to keep our transportation employees compliant in all areas of training. Our trainer is certified to teach the classes she teaches, regularly taking refreshers as needed to stay current with any changes. Our employees are always paid for their time working, including their time in required training hours. Training covers a wide range of transportation topics including safety and security. Training needs are set forth by our oversight agencies. All employees are required to remain in compliance with training requirements, but can also take extra training in areas of interest upon request. The more training, the better.

Ztrans' Training Plan is well developed and adheres to DOT training requirements. The following trainings are required for all drivers:

- Two-day New Hire Driver Training (initially)
- CPR/First Aid (initially and then every other year)
- Defensive Driving (initially and every three years)
- Customer service, Sensitivity, and Assistance (initially and every three years)
- Crisis Management (initially and every three years)
- Vehicle Orientation on all Vehicles (initially)
- Driver Evaluation and Coaching on all routes (initially and upon route change)

### **Follow-up Training**

- Monthly Safety Meetings/Bulletins
- Monthly driving topics
- Continuing Security training
- Ongoing training as needed

### **Driver Evaluation and Coaching Training Forms**

- Driver evaluation and coaching documentation
- NM public transportation training documentation form
- New hire driver training documentation form

### **Dispatcher Training**

- Initial introduction to dispatching
- Use of Microsoft Office suite for data gathering and reporting
- Incident management system (ISS-100, ISS-200, and ISS-700)
- First Aid/CPR
- Crisis management
- Any additional courses related to Professional Dispatch

### **Safety and Security Programs**

Zia Therapy Center knows managing risks are where the *real* savings occur. We take safety very seriously and have a Safety Officer and a Safety Committee (made up of program managers/directors and other appropriate employees) who work under the leadership of the Safety Officer to quarterly (or sooner, if needed) address any safety concerns or trends throughout Zia Therapy Center. The Safety Committee are concerned with safety of our riders, our clients, and our employees. Zia regularly practices safety drills including fire, inclement weather, threatening persons, etc. in all areas of service delivery.

Zia Therapy Center operates Ztrans under rules and standards from the NMDOT, the NMPRC, the NM Motor Transport Division (NMMTD), the NM Safety, Security, and Emergency Preparedness Plan (SSEPP), and lastly, the Transit Operating Procedures for Safety and Security (TOPSS). All vehicle inspections and maintenance are completed in compliance with SSEPP and TOPSS.

*All* vehicles in our fleet carry \$5,000,000 liability per vehicle, as required by the NMPRC for non-profit-run public transportation providers. Each vehicle carries the following onboard:

- Insurance and Vehicle Registration in binder on bus



- Three-page Accident/Incident report forms provided by NMDOT Transit and Rail Division
- Accident forms provided by our insurance carrier
- Witness cards
- Fire extinguishers, triangles, first aid kits and other emergency items

Zia utilizes the following procedures outlined in the TOPSS manual and approved by NMDOT Transit/Rail Division for any accident involving Ztrans vehicles. In the event of an accident, our drivers are trained to do the following:

- Driver assesses the situation for possible evacuation/passenger status
- Appropriate law enforcement agency is called
- Transportation director or designee is notified, who in turn responds to the scene
- NMDOT and Zia's insurance company are notified
- If required as per DOT guidelines, driver is drug tested
- Safety meeting is held for transportation program
- *See attached Safety Policies Pages 35 - 75*

## **5. KEY PERSONNEL, MANAGEMENT, AND STAFFING/TRAINING PLANS**

*The quality and completeness of the recordkeeping and reporting systems required to operate fixed route transportation services.*

The BlackCat System of Transit Management is used by the New Mexico DOT and transit agencies like Ztrans. It is a web-based asset, and compliance management platform used to manage the *entire lifecycle* of public-transit funding and reporting. BlackCat does the following:

- Grant lifecycle management — Agencies apply for, award, track, and report on transit grants entirely online.
- Automated compliance — Tracks federal/state requirements, reduces manual errors, and generates required reports.
- Asset management — Centralizes tracking of vehicles, facilities, and equipment, including FTA useful-life criteria and end-of-life alerts.
- Budget + reimbursement tracking — Users monitor budgets, request payments, and maintain documentation in one portal.
- Data visibility for stakeholders — Provides dashboards and reporting tools for internal and external partners.

## **6. PROJECT EXPERIENCE AND REFERENCES**

*Demonstrated experience by the proposer in successful transit service operation, including examples of how the proposer has helped an agency solve service related and budgetary challenges and problems.*

Zia Therapy Center began providing public transportation in 2001 response to a 1999 survey that indicated a need for public transportation (in Alamogordo) as part of Welfare Reform. The city

did not want to start that and the DOT talked to us about it (because we were already providing transportation for our adult clients.) Zia initially operated the Welfare to Works Programs for Otero and Lincoln Counties under the Federal Transit Administration's Formula 3037 Grant. The service area included all of Otero County from Dog Canyon North and all of Lincoln County East to Hondo; north to Carrizozo, and south to Cloudcroft. The program later became known as the Job Access Reverse Commute,(JARC) or Temporary Aid to Needy Families (JARC/TANF) programs. Those programs are now gone. Zia provides public transportation under FTA's 5311 and 5310.

### **Helping Others**

Zia collaborates with GCRMC, now Christus on their *Life Transitions* program. We originally began providing service to this program in Ruidoso in 2005. With our expertise in planning, coordinating, and operating transportation services, GCRMC contracted with us to begin providing Life Transitions in Alamogordo in 2010. This program serves Senior Citizens in or near Alamogordo that need some form of counseling. Zia transports these individuals to a structured setting at Christus. Zia's involvement has expanded from one route per day to three routes, five days per week.

We also collaborate with *NMDVR* and *Alamogordo Public School's Project Search* that provides real-life job mentoring, internships and training at HAFB for intellectually/developmentally disabled students in their final year of school. Zia provides the transportation to and from HAFB and the various job sites. In both cases, Zia has only charged our cost to provide the service.

We look for areas of need in our community that fit our mission. We have also given help to Thrive, COPE, and even DPS to help evacuate people when there was dangerous flooding in 2006. These are all great areas for us to meet our mission to provide an array of high quality, person-centered, inclusive programs and services that support the rights and dignity of each person we serve as they work to achieve their dreams.

- *See attached letters of reference Pages 18 & 19.*

## **7. PROJECT EXPERIENCE AND REFERENCES**

*The proposer's record of performance on prior projects and information obtained on the proposer's past performance through contacts with client references, including any statistical information obtained on matters such as on-time performance, passenger complaints, and safety of operations.*

Zia Therapy Center's Ztrans has been providing Public Transportation in Alamogordo for 25 years already! We have a proven track record within our community and with our funding partners. We also have a proven track record of meeting Ztrans' mission to provide safe, reliable, affordable transportation. We have all aspects of safety planning in place and functioning fully. We are responsive to the needs of our community and of our funding partners and will continue to provide this much-needed service throughout Alamogordo and our surrounding areas.

## 8. FINANCIAL CAPACITY

*The City will evaluate the proposer's overall financial condition and capacity, including an assessment of any financial risks or contingent liabilities currently facing the proposer or anticipated; the extent of its financial strength and resources; and its solvency ratios (current, quick, debt-to-equity). The City reserves the right to assign a third party for purposes of evaluating a proposer's financial condition.*

### **Overall Financial Condition and Capacity**

Zia Therapy Center's overall financial condition is in very good standing. As of April 2026, we have exceeded our projected revenue and are operating well within our annual budget. We are currently running with a profit and have done so the last several years. "To quote our financial auditor, Scott Northam, "Zia is a very healthy nonprofit." Because Zia has managed our funds carefully, and with great respect, our financial capacity is better than it has ever been. Zia maintains an operating account with sufficient funds for six months of operating expenses. We not only consider this good practice, but are required to do so under other contracts Zia holds.

Zia has been investing in our future through CDs for many years, but have finally been able to make some significant investments for the first time. Along with investing in our future, we have put several thousand dollars into the maintenance of our facility in the last few years. Last, but certainly not least, we have been able to give much needed raises across all programs.

### **Financial Risks or Contingent Liabilities**

Zia has very minimal liabilities. We hold no loans other than our annual insurance package (fleet, liability, etc.) that is paid monthly. A substantial down payment is made at the beginning of the fiscal year so as to not incur a large finance fee. All our vendors are paid within 30 days to avoid rolling over any liability month to month. As a nonprofit, our investments are placed in a *low to moderate risk* category and are performing well.

### **The Extent of Our Financial Strength and Resources**

Zia currently has investments with Legacy Financial in Alamogordo. This year, we were able to open these investments with \$1.5 million. These investments will grow exponentially and will bring Zia Therapy Center into the future with less financial worries. Aside from that, Zia has many CDs in various institutions throughout town. As these small investments mature, we have been rolling them over to Legacy Financial also, as they are earning more that way.

### **Solvency ratios (current, quick, debt to equity)**

|                |             |
|----------------|-------------|
| Current        | 33.24%      |
| Quick          | 17.98%      |
| Debt to equity | 3%          |
| *Assets        | \$4,948,663 |
| *Liabilities   | \$148,888   |
| *Inventory     | \$2,271,865 |

**Cost Proposal**

The total annual cost for providing the City of Alamogordo Fixed Route Transportation and Paratransit Services is **\$259,968.30**.

|                             |              |
|-----------------------------|--------------|
| Admin – Local 20% match     | \$33,612.63  |
| Operating – Local 50% match | \$226,355.67 |

According to the data we collect and report to the NMDOT, our current cost per trip is \$8.62 and our cost per mile is \$1.81. Our annual ridership numbers continues to increase as shown in the table below:

| Fiscal Year | Fixed Route and Paratransit Ridership |
|-------------|---------------------------------------|
| FY23        | 89,874                                |
| FY24        | 102,133                               |
| *FY25       | 90,388                                |

*\* Please note, the decrease in ridership for FY25 is due to the flooding in Ruidoso and the subsequent discontinuation of transportation services to the village due to the lack of available drivers.*

Although the City of Alamogordo's local match does not cover the *full cost* of the route, it is a significant contribution which leverages an additional \$395,418.82 in federal matching funds. The full cost of the route is \$392,059.19 (local match portion), with Otero County, the Mescalero Apache Tribe, and Thrive in Southern New Mexico in partnership providing the matching funds.

We feel it is very important to know, we at Zia Therapy Center love our community and want to see it succeed. Because of that, we spend the majority of our transportation funds right here in Alamogordo, doing our best to shop locally whenever possible. We fuel up our busses only in Alamogordo. (Our mileage for FY 2025 was 60,759.8 miles! That's a lot of fuel!) Our maintenance is performed in local shops only. Repairs are local too. These decisions were made deliberately, right from the beginning. The last time we did the math, we were able to prove we spend just shy of a million dollars back into the community...and that didn't count the payroll here for ~120 employees that goes back into the community, either. Public transportation is good for our community in every way and Ztrans knows how to do it!

## ATTACHMENTS

**a. Maintenance Schedules:****1) Preventive:**

Pre-trip and Post-trip inspections are performed daily. Turned in at the end of the day. Mid Trip inspections are performed with driver changes.

**2) Scheduled:**

- a) Warranty Vehicles scheduled according to manufacturer's recommendations plus following:
- b) Semi-Annual Inspection....32 point list.
- c) 3,000 Mile Oil/Lube and Filter Change
- d) 5,000 Mile Brake Check
- e) 6,000 Mile Tire Rotation
- f) Annual DOT inspection.

All forms prescribed by DOT for inspection and maintenance defect and repair are kept in each vehicle's file in the Transportation Office.

**3) Unscheduled:**

Any item that alters the vehicle's performance or is merely found to be defective is accounted for on the vehicle defect form and listed on the vehicle log sheet as an outstanding write-up.

**4) Emergency:**

Any condition that causes a vehicle to be unsafe to drive or is in need of immediate attention will be reported to the Dispatcher/Transportation Manager immediately. The vehicle will be removed from service until the condition is cleared.

- 1) All vehicles will be washed according to a wash schedule posted on the weekly driver schedule.

**b. Inspection Procedures:**

- 1) All inspections are done in compliance with DOT Transit/Rail Bureau and DOT Motor Transport Division guidelines to include at a minimum all the items listed under scheduled maintenance (paragraph 7.c.2.).

**c. Vehicle Replacement:**

- 1) All vehicles are scheduled for replacement according to DOT guidelines:
  - a) Vans: 4 years or 100,000 miles
  - b) Buses: 7 years or 200,000 miles

**d. Inspection Forms: See following pages.****e. Vehicle Maintenance Documentation**

- 1. The following forms are used in Zia's vehicle maintenance program.
- 2. NM Vehicle Maintenance Defect and Correction Report
- 3. NM Vehicle Daily Inspection Report
- 4. NM Vehicle Damage Report
- 5. NM Preventative Maintenance Inspection Report
- 6. Vehicle Equipment inspection and Checklist Report
- 7. 32 point Semiannual Inspection Report



## **Z-trans Public Transportation**

Z-trans Public Transportation is under the Umbrella of Zia Therapy Center Inc. (Non-profit).

### **STAFF**

#### **Key Personnel:**

CEO- Margaret (Peggy) O'Neill. Employed 29 years, 11mths. Bachelor of Arts. Previous Quality Assurance Mgr., Childcare Director, Developmental Specialist II certified. Previous membership in SNMCCEDAA, NMCCEA & WS Rotary Club.

CFO- Paige Spann. Employed 19 years. HS Diploma, Previous Receptionist, Billing Specialist, Business Office Manager & Assistant CFO.

Z-trans Director- Kim Cox. Employed 22 years, 3mths. HS Diploma. AF Veteran. Previous Food Service Asst., Food Service Coordinator, Transportation Dispatcher, Route Supervisor & Asst. Director of Z-trans.

Z-trans Asst. Director- Sabrina Delgado. Employed 9 years, 4mths. HS Diploma. Previous Dispatcher.

#### **Other staff**

Dispatcher-Freda Webb

Dispatcher-Bernadette Cafaro-Stauffer

#### **Bus Drivers:**

Paul Adams- CDL

Kirk Harz- CDL

Sonia Au- *(CDL in process)*

Jerald Henry- CDL

Darlene Bassett- CDL

Connie Hernandez- CDL

James Campbell- CDL

Peter Louvess- CDL

David Dukes- CDL

Martin Ortega- CDL

Peter Fragoso- *(CDL in process)*

Dale Riegert- *(CDL in process)*

Kenneth Gardner- CDL

Monica Robinson- CDL

Henry Guerra- CDL

Regina Trujillo- CDL

Miguel Guerrero- *(CDL in process)*

Darrell Walters- CDL

To: City of Alamogordo  
Subject: **Continued Funding for Ztrans**  
Date: June 17, 2026

Ztrans, the Public Transportation provider for the Tularosa Basin and surrounding areas, has been in operation since 2001 providing service to Alamogordo, Holloman AFB, La Luz, Tularosa, the Mescalero Apache Reservation, and Las Cruces. Ztrans operates Public Transportation Routes, a Fixed Route Service and Demand Response (Paratransit) Service. Ztrans has been providing transportation services since the 1980's and started providing public transportation to our community in 2001. Ztrans has grown every year since. It is the continued goal of Ztrans to provide safe, dependable, and comfortable service to all citizens.

Public transportation contributes to both the economical and physical health of individuals, bringing financial benefits to communities and providing not only jobs in the industry itself, but is also a key component of a healthy business ecosystem by increasing mobility options for both job commuters and customers alike.

The Alamogordo Chamber of Commerce, the City of Alamogordo and Holloman Air Force Base all agree that public transportation is an *essential factor* when analyzing quality of life in a community and making the determination to make Alamogordo and the surrounding area home.

During the past five years, working with The Counseling Center on projects to provide resources for the less fortunate, the unsheltered, the homeless and disabled folks in our community, I think it is obvious that Z-Trans, now free to all riders, *is a very valuable, extremely important service*. I hear from *multiple* riders, every day, about how valuable Ztrans, our public transportation system, is to their well-being, that the local bus system has '*saved their lives – allowing them the ability to get to work, medical appointments, grocery stores, school and shopping*'.

**The support of Ztrans by the City of Alamogordo and the surrounding communities is vitaly important.** Your continued consideration and funding is sincerely appreciated.

Thank you,

*Nadia Sikes*

ZIA Board Member  
Mobile Outreach Liaison and Coordinator, The Counseling Center  
575 491 7910

909 South Florida Ave.  
Alamogordo, NM 88310  
Office: (575) 434-3622  
Fax: (575) 434-3530  
Crisis Hotline: (575) 437-COPE (2673)  
<http://www.copeadv.org>



1204 Mechem Drive, Suite 12  
Ruidoso, NM 88345  
Office: (575) 258-4946  
Fax: (575) 258-4949  
Toll Free Crisis Hotline:  
1-866-350-COPE (2673)

June 17, 2026

To Whom It May Concern,

On behalf of the Center of Protective Environment, I am writing to express our sincere appreciation and support for ZTRANS services and the important role it plays in assisting victims and survivors that reside at our location and are in our community.

Reliable transportation is often one of the greatest barriers faced by individuals seeking safety, medical care, counseling, legal assistance, employment, and other essential services. ZTRAN's willingness to provide transportation support has made a meaningful difference in the lives of many survivors of domestic violence, sexual assault, stalking, and human trafficking.

Because of the partnership, victims who may otherwise feel isolated or unable to access services due to transportation issues are given an opportunity to attend court hearings, medical appointments, counseling sessions, and other critical appointments that support their healing and long-term stability.

COPE proudly recognizes ZTRANS as a valued community partner. Together, we are strengthening the safety net for vulnerable individuals and families throughout our community. Their dedication demonstrates the power of collaboration and highlights how local partnerships can create hope and positive outcomes for those we serve.

We thank ZTRANS for their continued support and commitment to helping victims have transportation in our community. We are grateful for the partnership through out so many years and look forward to continuing to work together to provide compassionate and accessible services to those in need.

Respectfully,   
Veronica Gutierrez  
Executive Director



COPE IS A COMBINED FEDERAL CAMPAIGN AGENCY AND A UNITED WAY AGENCY



**a. Maintenance Schedules:****1) Preventive:**

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**2) Scheduled:**

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- 1) All vehicles will be washed according to a wash schedule posted on the weekly driver schedule.

**b. Inspection Procedures:**

- 1) All inspections are done in compliance with DOT Transit/Rail Bureau and DOT Motor Transport Division guidelines to include at a minimum all the items listed under scheduled maintenance (paragraph 7.c.2.).

**c. Vehicle Replacement:**

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**d. Inspection Forms: See following pages.****e. Vehicle Maintenance Documentation**

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- 7. 32 point Semiannual Inspection Report

**Z-Trans (Zia Therapy Center)****900 1st Street****Alamogordo, NM 88310****Admin Budget****-20**City of Alamogordo  
Proposed Budget

FY 26 - 27

|                           |    |            |
|---------------------------|----|------------|
| Item Description          |    |            |
| Vehicle Ins.              | \$ | 84,902.48  |
| Advertisement             | \$ | 1,783.71   |
| Office Supplies           | \$ | 410.88     |
| <b>Salaries</b>           |    |            |
| Chief Executive           | \$ | 10,689.05  |
| Chief Financial           | \$ | 9,000.00   |
| Accountant                | \$ | 9,500.00   |
| Transportation            | \$ | 26,699.00  |
| Fringe Benefits           | \$ | -          |
| FICA                      | \$ | 4,275.44   |
| Unemployment              | \$ | 184.43     |
| Workers Comp              | \$ | 125.19     |
| Health Insurance          | \$ | 7,571.66   |
| Dues/Subscriptions        | \$ | 250.00     |
| Equipment Rep             | \$ | -          |
| Office Rent               | \$ | 5,760.00   |
| Telephone                 | \$ | 2,200.00   |
| Audit                     | \$ | 1,350.00   |
| Postage                   | \$ | 415.71     |
| Equipment (Cost)          | \$ | 1,845.60   |
| General & Empl            | \$ | -          |
| Surety and Fidelity Bonds |    |            |
| Training                  | \$ | 500.00     |
| Meals/Lodging             | \$ | 350.00     |
| Mileage (Split)           | \$ | 250.00     |
| Janitorial Supplies       |    |            |
| Total                     | \$ | 168,063.15 |

Budget: **Alamogordo**  
 Administrative 33,612.63

Operating: 226,355.67

**Total Local M \$259,968.30**

**Operating Budget**

City of Alamogordo

Proposed Budget

FY 26 - 27

|                              |    |            |
|------------------------------|----|------------|
| Item Description             |    |            |
| Fuel                         | \$ | 85,854.67  |
| Oil & Lube                   | \$ | 7,575.78   |
| Replace Parts                | \$ | 1,100.64   |
| Tires                        | \$ | 3,387.42   |
| Vehicle Maintenance          | \$ | 37,137.68  |
| Building Maintenance         | \$ | 1,166.24   |
| Utilities                    | \$ | 6,000.00   |
| Janitor                      | \$ | -          |
| License Fees/Insurance       | \$ | 471.43     |
| Shop Supplies                | \$ | 4,000.00   |
| Training                     | \$ | 569.89     |
| Travel - Lodging/Meals       | \$ | 325.00     |
| Travel - Mileage             | \$ | 325.00     |
| <b>Salaries</b>              |    |            |
| Drivers                      | \$ | 215,000.00 |
| Dispatchers                  | \$ | 29,580.16  |
|                              | \$ | -          |
| Operations Supervisor        | \$ | -          |
| Asst. Dir.-Route Maintenance | \$ | 6,331.22   |
| Maintainer                   | \$ | 5,459.35   |
| <b>Fringe Benefits</b>       |    |            |
| FICA                         | \$ | 19,612.36  |
| Health Insurance             | \$ | 11,947.79  |
| Unemployment                 | \$ | 846.02     |
| Workers Comp                 | \$ | 13,432.99  |
| Vehicle Insurance            | \$ | -          |
| Uniforms                     | \$ | 277.37     |
| Cell Phone                   | \$ | 743.11     |
| Printing                     | \$ | 82.12      |
| Radio Repeater               | \$ | 1,011.00   |
| GPS Monthly subscription     | \$ | 474.09     |
| Total                        | \$ | 452,711.33 |



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
6/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                         |  |                                                                                                                                                                                                                                                                          |  |
|-----------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>USA Insurance Inc.<br>3310 N White Sands Blvd<br>Alamogordo NM 88310 |  | <b>CONTACT</b><br>NAME: Patti Stone<br>PHONE: (A/C No. Ext): 575-437-0910 FAX: (A/C No.):<br>E-MAIL: patti@myusainsurance.net<br>ADDRESS:                                                                                                                                |  |
| <b>INSURED</b><br>Zia Therapy Center Inc.<br>900 First Street<br>Alamogordo NM 88310    |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Berkshire Hathaway Speciality<br>INSURER B: National Indemnity Company<br>INSURER C: National Fire & Marine<br>INSURER D: Liberty Mutual Insurance Company<br>INSURER E: New Mexico Employers Assurance<br>INSURER F: |  |
|                                                                                         |  | NAIC #<br>24074<br>13674                                                                                                                                                                                                                                                 |  |

COVERAGES CERTIFICATE NUMBER: 1771164239 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER                | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y         |          | 47SPK26278505                | 7/1/2026                | 7/1/2027                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 20,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY                                                              |           |          | 70APB014637<br>47RWS26279105 | 7/1/2026<br>7/1/2026    | 7/1/2027<br>7/1/2027    | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                         |           |          | 72XAB012645<br>47GUN26279205 | 7/1/2026<br>7/1/2026    | 7/1/2027<br>7/1/2027    | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$                                                                                                                                                                                      |
| E        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                           | Y/N       | N/A      | 64841.118                    | 7/1/2026                | 7/1/2027                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                                |
| D        | Bond<br>Professional Liability and Sexual Abuse/Molestation Liability                                                                                                                                                                                                                                           |           |          | LSFD46915<br>47SPK26278505   | 7/6/2026<br>7/1/2026    | 7/6/2027<br>7/1/2027    | Dishonesty Per Occurrence 150,000<br>Aggregate 1,000,000<br>3,000,000                                                                                                                                                                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Holder is Additional Insured but only with respects to operations of the Named Insured

|                                                                                                       |                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>City of Alamogordo<br>1376 E. Ninth Street<br>Alamogordo NM 88310<br>USA | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Jake Bolsa</i> |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

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**STATE OF NEW MEXICO**  
**OFFICE OF THE SECRETARY OF STATE**

**Certificate of Good Standing**

The undersigned Secretary of State for the State of New Mexico  
does hereby confirm that the entity is registered with the below  
status in the state of New Mexico

***ZIA THERAPY CENTER, INC.***

***Domestic Nonprofit Corporation***

***New Mexico***

***Active***

May 06, 2026

*Maggie Toulouse Oliver*

MAGGIE TOULOUSE OLIVER

Secretary of State

### Non Collusion Certificate

**Margaret S. O'Neill, Chief Executive Officer of Zia Therapy Center**, is authorized to certify the following assurances on behalf of its Board of Directors:

- Zia Therapy Center has submitted a proposal to the City of Alamogordo in response to RFP NO. RFP 2026-004.
- All statements of fact contained in the Zia Therapy Center's proposal are true and correct to the best of the certifying representative's knowledge and belief.
- The Proposal was submitted independently, and was not made in the interest of, on behalf of any undisclosed person, partnership, company, association, organization, or corporation.
- Zia Therapy Center, (or any representative thereof), has not directly or indirectly, by agreement, communication, or conference with any other person, attempted to induce any action prejudicial to the interests of the City of Alamogordo or attempted to induce any other Offeror to submit or refrain from submitting a proposal.
- Prior to the proposal's submission deadline, Zia Therapy Center:  
Did not directly or indirectly induce or solicit any other person to submit a false or sham proposal.
- Did not directly or indirectly collude, conspire, connive, or agree with any person that the Offeror or any other person would submit a false or sham proposal, or that any person would refrain from submitting a proposal or withdraw a proposal.
- Did not seek, by agreement, communication, or conference with any person, to fix, raise, or control the proposal price, or any element of cost, overhead, or profit of any proposal.
- Did not disclose the proposed price, cost information, or other competitive information to any other person, except as required by law or to the City of Alamogordo.
- The certifying representative understands that a false statement in this certification may result in the rejection of the proposal, termination of any contract awarded, and civil or criminal penalties as provided by law.

Request For Proposal #RFP 2026-004  
Title: Fixed Route Transportation Services

## VII: Vendor Questionnaire / Proposal Submission

### 1. Proposal Required Documentation\*

#### A. Proposal required Documentation

1. Maximum length of fifteen (15) pages, inclusive of title page, table of contents, and all narrative responses.

#### B. Proposal Organization

1. Proposals shall be organized, indexed, and submitted in the following order and must include, at a minimum, the items listed below:
2. Letter of Transmittal - Not to exceed one (1) page  
Provide a comprehensive response to each evaluation criterion identified in the Evaluation Criteria section, ensuring all requirements are clearly and thoroughly addressed.  
Complete Vendor Questionnaire section for compliance  
Complete Cost schedule
3. Failure to comply with this requirement may result in a proposal being deemed non-responsive.

☒ Please confirm

\*Response required

### 2. Vendor Proposal - Attachment\*

\*Response required

### 3. Cost Proposal- Attachment\*

\*Response required

### 4. Non Collusion Certification\*

The Offeror certifies the following:

The representative submitting this response is authorized to certify this statement on behalf of the Offeror.

The Offeror has submitted a proposal to the City of Alamogordo in response to RFP NO. RFP 2026-004.

All statements of fact contained in the Offeror's proposal are true and correct to the best of the certifying representative's knowledge and belief.

The Proposal was submitted independently, and was not made in the interest of, on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

The Offeror has not, directly or indirectly, by agreement, communication, or conference with any other person, attempted to induce any action prejudicial to the interests of the City of Alamogordo or attempted to induce any other Offeror to submit or refrain from submitting a proposal.

Prior to the proposal's submission deadline, the Offeror:

- Did not directly or indirectly induce or solicit any other person to submit a false or sham proposal.

Request For Proposal #RFP 2026-004  
Title: Fixed Route Transportation Services

- Did not directly or indirectly collude, conspire, connive, or agree with any person that the Offeror or any other person would submit a false or sham proposal, or that any person would refrain from submitting a proposal or withdraw a proposal.
- Did not seek, by agreement, communication, or conference with any person, to fix, raise, or control the proposal price, or any element of cost, overhead, or profit of any proposal.
- Did not disclose the proposed price, cost information, or other competitive information to any other person, except as required by law or to the City of Alamogordo.

The certifying representative understands that a false statement in this certification may result in the rejection of the proposal, termination of any contract awarded, and civil or criminal penalties as provided by law.

\*Response required

#### **5. Campaign Contribution Disclosure Required?\***

Pursuant to Chapter 81, Laws of 2006 and the New Mexico Procurement Code, any prospective contractor seeking to enter into a contract with a state agency or local public body must complete and submit this form.

The prospective contractor must disclose whether the prospective contractor, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date the proposal is submitted. Disclosure is required only if the aggregate total of contributions exceeds two hundred fifty dollars (\$250) during the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable Public Official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including in-kind contributions, made to or received by an applicable public official or a person authorized to raise or expend contributions on that official’s behalf, for the purpose of electing the official to office.

This term does not include:

- Uncompensated volunteer services
- Unreimbursed personal expenses of volunteers
- Administrative or solicitation expenses paid by an organization sponsoring a political committee

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

Request For Proposal #RFP 2026-004  
Title: Fixed Route Transportation Services

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Request For Proposal #RFP 2026-004  
 Title: Fixed Route Transportation Services

**“Family Member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“Pendency of the Procurement Process”** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the Contract or the cancellation of the Request for Proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective Contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a Prospective Contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Pursuant to Chapter 81, Laws of 2006 and the New Mexico Procurement Code, any prospective contractor seeking to enter into a contract with a state agency or local public body must complete and submit this form.

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Request For Proposal #RFP 2026-004  
 Title: Fixed Route Transportation Services

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Request For Proposal #RFP 2026-004  
Title: Fixed Route Transportation Services

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☐ Yes

☒ No

\*Response required

When equals "No"

*NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.\**

☒ Please confirm

\*Response required

When equals "Yes"

*Provide Disclosure Info:\**

Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Request For Proposal #RFP 2026-004  
Title: Fixed Route Transportation Services

Nature of Contribution(s):

Purpose of Contributions(s):

\*Response required

**6. Conflict of Interest; Governmental Conduct Act\***

The Offeror 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 Offeror 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.

☒ Please confirm

\*Response required

**7. Licensing and Registration\***

Services shall be performed under the direction of professionals licensed or registered in the State of New Mexico.

\*Response required *yes.*

**8. Does your company qualify as a New Mexico Resident / Resident Veterans / Native American business?\***

☐ Yes

☒ No

\*Response required

When equals "Yes"

*New Mexico Resident / Resident Veterans / Native American Preference Certification Form\**  
**New Mexico Resident Business / Contractor / Resident Veterans / Native American Preference Certification**

To ensure adequate consideration and application of § 13-1-21 NMSA 1978, Offerors must include a copy of their New Mexico preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<https://www.tax.newmexico.gov/businesses/business-preference-certification/>. Preference is not applicable unless a certificate from the State is submitted with the response to this RFP.

In addition to a copy of the certification, the Offeror should sign and complete the Resident/Resident Veterans Preference Certificate form, as provided in this RFP.

\*Response required

**9. Has your company ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal government or agency?\***

Request For Proposal #RFP 2026-004  
Title: Fixed Route Transportation Services

Nature of Contribution(s):

Purpose of Contributions(s):

\*Response required

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\*Response required

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Services shall be performed under the direction of professionals licensed or registered in the State of New Mexico.

\*Response required *yes.*

**8. Does your company qualify as a New Mexico Resident / Resident Veterans / Native American business?\***

☐ Yes

☒ No

\*Response required

When equals "Yes"

*New Mexico Resident / Resident Veterans / Native American Preference Certification Form\**  
**New Mexico Resident Business / Contractor / Resident Veterans / Native American Preference Certification**

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\*Response required

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Request For Proposal #RFP 2026-004  
Title: Fixed Route Transportation Services

☐ Yes

☒ No

\*Response required

When equals "Yes"

*Please explain further in detail\**

\*Response required

When equals "No"

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters\**

Offeror certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

☒ Please confirm

*Margaret S. O'Neill 6/26/2026*

\*Response required



**Policy # 305**

**Approved by Board of Directors**  
**Reviewed: 1/26/12**

## **SAFETY COMMITTEE**

**This Policy Supersedes All Other Safety Committee Policies**

- 1.0 The Chief Executive Officer will appoint a Safety Officer who will be responsible for overseeing the safety of the facility.
- 2.0 The Safety Committee will consist of members appointed by the Chief Executive Officer.
  - 2.1 The Safety Committee will report to the Management Committee on a regular basis, but at least quarterly.
    - 2.1.1 Special meetings may be called by the Safety Officer or the Chief Executive Officer.
- 3.0 The responsibilities of the Safety Committee will be as follows:
  - 3.1 Review the quarterly internal safety inspection.
  - 3.2 Meet on a regular basis, at least quarterly.
  - 3.3 Coordinate and monitor safety training for all staff.
  - 3.4 Review all accident/incident reports.
  - 3.5 Review the monthly evacuation drills.
  - 3.6 Review all safety policies annually.
  - 3.7 Review monthly tests of fire alarm system.
  - 3.8 Review external agency inspection reports.
  - 3.9 Review the Exposure Control Plan (Policy 380) at least annually.

### Zia Therapy Center

|                                           |                                        |
|-------------------------------------------|----------------------------------------|
| <b>Policy Area:</b> Safety                | <b>Subject:</b> Health and Safety      |
| <b>Title of Policy:</b> Health and Safety | <b>Policy Number:</b> 300              |
| <b>Effective Date:</b> 9/28/2023          | <b>Number of Pages:</b> 1              |
| <b>Approved Date:</b> 9/28/2023           | <b>Approved by:</b> Board of Directors |

#### **Policy Statement:**

It shall be Zia Therapy Center's policy to conduct all operations and activities safely by instituting the appropriate safety measures that will prevent injuries to person and damage to property.

- 1.0 In order to carry out these objectives, the following procedures have been established.
  - 1.1 The establishment of a Safety Committee.
  - 1.2 Scheduled periodic inspections will be conducted throughout the buildings and grounds to identify unsafe conditions and work practices. All staff utilizing the playground will do periodic inspections. Safety Officer will inspect the property quarterly.
  - 1.3 All accidents and incidents will be reported using the Accident/Incident Report Form. All accident and incident reports will be reviewed by the Safety Officer to determine their cause. The Safety Officer will report findings to Safety Committee, as needed and quarterly, for recommendations of corrective actions.
  - 1.4 Unsafe conditions and work practices will be corrected as uncovered by periodic inspections, review of accident and incident reports and/ or when brought to the attention of the Safety Committee with a Health & Safety Concern Form.
  - 1.5 Employees will be trained in general safe work practices at the time of hire by the Safety Officer and HR.
  - 1.6 Every new employee will be required to read and be familiar with Zia Therapy Center's Safety policies as found in the agency's Policy Manual. Each employee will review policies annually.
  - 1.7 Safety Awareness topics will be covered periodically throughout the year during department staff meetings and/or newsletters.

**Policy # 375**

**Approved by Board of Directors**

**Reviewed: 1/26/12**

## **SAFETY TRAINING**

**This Policy Supersedes All Other Safety Training Policies**

- 1.0 The Safety Officer will be responsible for the following:
  - 1.1 Arranging safety meetings to discuss pertinent safety related items and rules.
    - 1.1.1 Annually for all staff.
    - 1.1.2 As needed for new staff.
  - 1.2 Arranging annual fire suppression training for all staff.
- 2.0 The Human Resources Coordinator will arrange for the staff to have basic first aid/CPR training.
  - 2.1 Current first aid certification, to include CPR, is required of all staff working directly with the children. It is not required for staff not working directly with the children, but in order to encourage as many additional staff as possible to become certified, Zia will pay for the first aid/CPR training of any staff member who wishes to become certified. Zia will also pay for the first aid/CPR training for those staff members required to be certified.

## Zia Therapy Center

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|---------------------------------------------------|----------------------------------------|
| <b>Policy Area:</b> Transportation                | <b>Subject:</b> Safety                 |
| <b>Title of Policy:</b> Vehicle Safety Procedures | <b>Policy Number:</b> 473              |
| <b>Effective Date:</b> 9/26/2024                  | <b>Number of Pages:</b> 2              |
| <b>Approved Date:</b> 9/26/2024                   | <b>Approved by:</b> Board of Directors |

### Policy Statement:

The mission of Ztrans is to provide Safe, Efficient, and affordable Transportation to the community. The safety of our vehicles is a top priority in achieving our mission.

1.1 Pre-trip and post-trip inspections are completed daily by drivers.

1.1.1 As outlined within those procedures, every driver will conduct a post-trip inspection of the vehicles to ensure no passengers remain.

1.2 The following inspections and maintenance are performed on scheduled intervals:

- Oil changes at 7,500 miles for vehicles purchased after 2019 and 5,000 miles for vehicles purchased before 2019.
- Brake inspections and tire rotations are at the same intervals.

1.3 A 32- point preventive maintenance inspection will be accomplished and documented on all vehicles twice a year.

1.4 An annual inspection will be performed by the Department of Transportation Motor Transport Division on Zia's Department of Transportation placarded vehicles.

1.5 Any time a defect is identified; the driver will write a Vehicle Defect Form And bring it to the attention of the Transportation Director, Assistant Director and/or Dispatcher and be corrected expeditiously.

1.6 Any problem related to safety will be corrected immediately or the vehicle will be placed out of service until corrected.

2.0 Vehicles and related auxiliary equipment such as ramps, wheelchair lifts, restraining devices (seat belts) and car seats meet applicable legal requirements and are maintained in safe and efficient operational condition.

3.0 Safety restraining devices (seat belts) and equipment are available and will be used in all Zia vehicles.

3.1 Vehicles will be loaded and unloaded in a safe manner.

3.2 The wheelchair lift must be operated by a trained individual.

- 3.3 Appropriate car seats will be utilized when necessary and will be properly secured.
  - 3.3.1 Children under 1 year of age must be properly secured in a rear-facing child safety seat.
  - 3.3.2 Children 1 through 4 years of age, regardless of weight, or children who weigh less than 40 pounds, regardless of age, shall be properly secured in a child passenger restraint device. Children 4 to 6 years of age and over 40 lbs or 40-60 lbs regardless of age will be secured in an approved child booster seat.
- 3.4 Occupied or unoccupied wheelchairs will be secured at all times.
- 4.0 First aid supplies and fire suppression equipment are present and secured in all Zia vehicles.
- 5.0 Only properly licensed drivers with verified driving records acceptable to Zia Therapy Center and the insurance carrier are permitted to operate the organization's vehicles.
  - 5.1 All drivers are required to have their Motor Vehicle Records checked upon employment and annually thereafter.
- 6.0 Each driver will be issued a Zia identification card.
- 7.0 Report any accident/incident that occurs on Zia vehicles. An accident/incident report will be submitted.
- 8.0 Drivers will adhere to all traffic laws at all times.

### Zia Therapy Center

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|-------------------------------------------------------------------|----------------------------------------|
| <b>Policy Area: Transportation</b>                                | <b>Subject: Passenger Suspension</b>   |
| <b>Title of Policy: Passenger Suspension for Behavior</b>         | <b>Number: 474</b>                     |
| <b>Effective Date: 8/29/2024</b>                                  | <b>Pages: 1</b>                        |
| <b>Approved Date: 8/29/2024</b><br><b>Revision Date: 8/1/2024</b> | <b>Approved by: Board of Directors</b> |

#### Policy Statement:

**Zia Therapy Center, Inc. takes proactive measures to protect drivers and passengers on its transportation system. Passengers behaving in a violent or threatening manner, or violating any posted passenger rule may be suspended from service.**

#### Procedures:

- 1.0 Drivers may refuse service to any passenger for violating rules found in the rider guide, and posted on the bus.**
  - 1.1 If an incident is occurring, drivers will use the panic button located on the dash thus allowing video to be fed to dispatch in real time.**
  - 1.2 Drivers will inform Dispatch of any incident on board a bus resulting in refusal of service, and document it on an incident report.**
  - 1.3 If passenger is currently on board, the passenger must be disembarked at a bus stop.**
  - 1.4 If the passenger is trying to board highly intoxicated or under the influence of a substance and cannot board on their own, they will be refused service.**
- 2.0 The Transportation Director, or designee, may suspend passengers for longer than one day based on the severity of the infraction.**
  - 2.1 1st infraction of rider rules: 7 days**
  - 2.2 2<sup>nd</sup> infraction of rider rules: 14 Days**
- 3.0 Behavior of a violent or threatening nature may result in suspension indefinitely by Transportation Director.**
  - 3.1 Zia will notify the passenger in writing, if possible, of any suspension over 1 day.**
  - 3.2 If the suspension is permanent and involves a Mescalero Tribal member,**



**the Transportation Director will notify the Public Works Director in Mescalero.**

**3.2 All system drivers will be notified by dispatch of suspensions of more than one day.**

**4.0 A Suspended passenger may appeal to the Ztrans Transportation Director, or Assistant Director and request a hearing by calling 575-439-4971, or in writing to *Ztrans Director at 900 First St. Alamogordo, NM 88310***

**4.1 The Transportation Director will have 7 business days to respond to the appeal in writing, if possible.**

**Zia Therapy Center**

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|--------------------------------------------------------|------------------------------------------------|
| <b>Policy Area:</b> Transportation                     | <b>Subject:</b> VEHICLE BREAKDOWN<br>PROCEDURE |
| <b>Title of Policy:</b> VEHICLE BREAKDOWN<br>PROCEDURE | <b>Policy Number:</b> 475                      |
| <b>Effective Date:</b> 8/25/2022                       | <b>Number of Pages:</b> 1                      |
| <b>Approved Date:</b> 8/25/2022                        | <b>Approved by:</b> Board of Directors         |

**Policy Statement:**

- 1.0 If the vehicle breaks down, the driver will do the following:
  - 1.1 Check on the condition of all passengers.
  - 1.2 Determine if passengers should remain seated or exit the vehicle.
    - 1.2.1 If passengers exit the vehicle, have them wait in a safe location.
  - 1.3 Check the vehicle to locate the problem.
  - 1.4 Correct the problem, if possible.
  - 1.5 If assistance is needed:
    - 1.5.1 Notify Zia's dispatcher by using the appropriate communication device.

## Zia Therapy Center

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|----------------------------------------------------|----------------------------------------|
| <b>Policy Area: Transportation</b>                 | <b>Subject: Securement</b>             |
| <b>Title of Policy: Mobility Device Securement</b> | <b>Number: 476</b>                     |
| <b>Effective Date: 8/25/2022</b>                   | <b>Pages: 1 of 1</b>                   |
| <b>Approved Date: 8/25/2022</b>                    | <b>Approved by: Board of Directors</b> |

### **Policy Statement:**

All mobility devices transported on Zia Therapy Center Inc. vehicles will be secured in accordance with all applicable USDOT and ADA guidelines.

### **Procedures:**

- 1.0 Zia drivers, or Aides, will ensure that all mobility devices are securely fastened within the mobility device securement area.
  - 1.1 Devices will have a 4 point securement to accessible and approved frame members of the device,
  - 1.2 Devices will be in the front facing position only.
- 2.0 In accordance with ADA guidelines, all occupants in Mobility Devices are required to wear a seatbelt. Shoulder harness is optional, if they are not required in regular seats.
- 3.0 Zia Therapy Center, Inc. may refuse to transport mobility devices if the occupant refuses Securement or use of seat belt.
- 4.0 Zia Therapy Center, Inc. may refuse to transport unsafe Mobility Devices, as defined in USDOT and ADA guidelines.

**Zia Therapy Center**

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Policy Area: Transportation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Subject: Accident Procedures</b>    |
| <b>Title of Policy: VEHICLE ACCIDENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Number: 477</b>                     |
| <b>Effective Date: 8/25/2022</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Page Number: 1</b>                  |
| <b>Approved Date: 8/25/2022</b><br><b>Revision Date: 9/26/2016</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Approved by: Board of Directors</b> |
| <p style="text-align: center;"><b>Policy Statement:</b></p> <p style="text-align: center;">If a driver of a Zia Therapy Center, Inc. vehicle is involved in an accident, either minor or major, he/she will follow the listed procedures.</p> <p style="text-align: center;"><b>Procedures:</b></p> <ol style="list-style-type: none"> <li>1.1 Immediately stop if still moving</li> <li>1.2 Maintain control of situation and passengers</li> <li>1.3 Check the scene to determine the following: <ol style="list-style-type: none"> <li>1.3.1 Is the scene safe?</li> <li>1.3.2 Are there any injuries?</li> <li>1.3.3 Evacuate passengers if necessary</li> <li>1.3.4 What happened</li> </ol> </li> <li>1.4 Notify Zia Dispatcher by appropriate communication device</li> <li>1.5 Remain at the scene – Vehicle will not be moved until directed by proper authorities</li> <li>1.6 Render necessary first aid</li> <li>1.7 Obtain following information: <ol style="list-style-type: none"> <li>1.7.1 Number of persons involved and their names</li> <li>1.7.2 If other vehicle involved, name of driver, Vehicle license plate number.</li> <li>1.7.3 Location, time, and weather conditions</li> <li>1.7.4 List of passengers and seating locations</li> </ol> </li> <li>2.0 Driver will immediately report for Drug/Alcohol Screening if On Scene Supervisor deems it necessary in accordance with FTA Post Accident Procedures</li> </ol> |                                        |

## Zia Therapy Center

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|-----------------------------------------|----------------------------------------|
| <b>Policy Area:</b> Transportation      | <b>Subject:</b> Service Animals        |
| <b>Title of Policy:</b> Service Animals | <b>Number:</b> 478                     |
| <b>Effective Date:</b> 8/25/2022        | <b>Pages:</b> 1 of 1                   |
| <b>Approved Date:</b> 8/25/2022         | <b>Approved by:</b> Board of Directors |

### Policy Statement:

Zia Therapy Center, Inc. will allow Service Animals to be carried on all vehicles in accordance with the Americans with Disabilities Act (ADA) guidelines.

### Procedures:

- 1.0 Drivers may ask a rider to confirm verbally that an animal is a service animal, and that it provides a service to that individual. The rider is not required to provide a permit.
- 2.0 Riders are responsible for the care and supervision of their animal while on board.
- 3.0 The animal must be on a leash or in a container and must remain under the rider's control at all times.
  - 3.1 The animal must remain at the rider's feet or on their lap. The animal may not sit on a vehicle seat.
  - 3.2 The animal must not be aggressive toward people or other animals.
  - 3.3 Riders are responsible for any damage or soiling caused by the animal.
- 4.0 Non-service animals are allowed on vehicles, if room is available, when carried in an appropriate, securely latched cage or container.

### Zia Therapy Center

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|--------------------------------------------------------------------|----------------------------------------|
| <b>Policy Area: Transportation</b>                                 | <b>Subject: Procedures</b>             |
| <b>Title of Policy: Passenger Injuries and Medical Emergencies</b> | <b>Number: 479</b>                     |
| <b>Effective Date: 8/25/2022</b>                                   | <b>Pages: 1</b>                        |
| <b>Approved Date: 8/25/2022</b><br><b>Revision Date: 8/10/2022</b> | <b>Approved by: Board of Directors</b> |

**Policy Statement:**

If a passenger of a Zia Therapy Center, Inc. vehicle is injured, or has a medical emergency the driver will follow the listed procedures.

**Procedure:**

- 1.1 Immediately stop vehicle in a safe location, if still moving
- 1.2 Ascertain the extent of injury or Medical Emergency
- 1.3 Notify Zia Dispatcher by appropriate communication device for appropriate  
Emergency response personnel
- 1.4 Render first aid if necessary, and the passenger if alert gives consent.
- 1.5 Maintain control of scene until First Responders arrive



### Zia Therapy Center

|                                                      |                                              |
|------------------------------------------------------|----------------------------------------------|
| <b>Policy Area: Transportation</b>                   | <b>Subject: Vehicle Emergency Evacuation</b> |
| <b>Title of Policy: Vehicle Emergency Evacuation</b> | <b>Policy Number: 480</b>                    |
| <b>Effective Date: 8/25/2022</b>                     | <b>Number of Pages: 1</b>                    |
| <b>Approved Date: 8/25/2022</b>                      | <b>Approved by: Board of Directors</b>       |

#### Policy Statement:

- 1.0 Passengers on a Zia vehicle should be evacuated under certain conditions and if it is safe to do so. The driver must make the determination and evacuate all passengers to a safe location immediately if visible smoke or fire is present.
  
- 2.0 Procedures for emergency evacuation – Passengers should be evacuated away from traffic or other hazards.
  - 2.1 Notify Zia’s dispatcher by using the appropriate communication device.
  - 2.2 Give your exact location.
  - 2.3 Drop the radio mike out the window.
  - 2.4 Take a cellular phone, if available.
  - 2.5 Take appropriate emergency equipment out of the vehicle, if time permits.
  - 2.6 Passengers who are able to walk should be the first to exit to a safe location.
  - 2.7 Carry, drag, or blanket drag passengers who are unable to walk.
  - 2.8 Remain calm and in control of the passengers.
  - 2.9 Render any necessary first aid.

## Zia Therapy Center

|                                                   |                                           |
|---------------------------------------------------|-------------------------------------------|
| <b>Policy Area: Transportation</b>                | <b>Subject: Transporting Oxygen Tanks</b> |
| <b>Title of Policy: Transporting Oxygen Tanks</b> | <b>Number: 481</b>                        |
| <b>Effective Date: 8/25/2022</b>                  | <b>Page Number: 1</b>                     |
| <b>Approved by: Board of Directors: 8/25/2022</b> |                                           |

### **Policy Statement:**

It is the policy of Zia Therapy Center, Inc. to make transportation resources available to passengers who are dependent upon portable oxygen, consistent with their needs and care planning. All reasonable efforts will be made to accommodate these passengers, as much as practicable, and consistent with good safety practices, and IAW with DOT 49 CFR Sec 177.870 entitled: Regulations applying to Hazardous Materials on Motor Vehicles Carrying Passengers for Hire.

Zia Therapy Center, Inc. has a no smoking policy on all vehicles, therefore persons traveling with oxygen should not be a problem. However, in order to be transported safely, oxygen tanks must be kept upright, secured, away from heat and flame. Also, because oxygen containers release small amounts of gas periodically, a window must be kept partially open, regardless of the weather.

All drivers and others who assist in transportation will be aware of the features and problems associated with portable oxygen. Specific procedures will be available as necessary.

### **Procedures:**

The following general procedures apply:

- 1.0 All oxygen containers must be secured during transportation. Containers, which are normally secured to a wheelchair, may stay in those securements.
- 2.0 Containers, which are attached to mobility aids, such as wheeled walker, must be separately secured to the vehicle.
- 3.0 Any additional spare tanks must also be secured to the vehicle.
- 4.0 The test for adequate securement will be that the tank would not reasonably be expected to break free from the securements in the event of a slow or moderate speed crash. This allows for the use of metal racks or heavy-duty rubber straps, as long as the device is in good repair and adequate to the stated task.

## Zia Therapy Center

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|--------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>Policy Area: Transportation</b>                                 | <b>Subject: Paratransit and Life Transitions rider no show for transportation</b> |
| <b>Title of Policy: Rider No-Shows</b>                             | <b>Number: 486</b>                                                                |
| <b>Effective Date: 8/25/2022</b>                                   | <b>Pages: 1 of 1</b>                                                              |
| <b>Approved Date: 8/25/2022</b><br><b>Revision Date: 8/25/2022</b> | <b>Approved by: Board of Directors</b>                                            |

### Policy Statement:

Ztrans may suspend services to riders who fail to show up for scheduled rides on Paratransit or Life Transitions

### Procedures:

1. A rider will be suspended for a period of 7 days for no-shows if, within a 30-day period, the rider has three or more no-shows and the no-shows represent 10 percent or more of his or her scheduled trips. (Only no-shows for reasons other than those of a necessary or emergency nature, as determined by the Ztrans Director, will be counted.)
  - 1.1 A suspension will be imposed as described below for a documented pattern of 3 no-shows within any 30-day period, and comprising 10 percent or more his or her scheduled trips within their control.
    - First Suspension 7 days;
    - Second Suspension 14 days;
    - Third Suspension 30 days.
2. A written letter will be sent to the rider informing him or her of the suspension.
3. The rider will be given an opportunity for a hearing prior to the suspension.
4. A rider who wishes to appeal a suspension must address an appeal, in writing, to Ztrans within 60 days of the suspension of service. The appellant will be entitled to be heard in person and to have necessary support, such as a sign interpreter, or may choose to be represented by another person.

The appellant will be notified in writing of the Ztrans decision as soon as possible.

Ztrans will not provide service to the individual pending the determination on appeal.

If a decision has not been made within 30 days of the completion of the appeals process, Ztrans will provide service from that time until and unless a decision to deny the appeal is issued.

**Zia Therapy Center**

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|----------------------------------------------------------------------------------|----------------------------------------|
| <b>Policy Area:</b> Transportation                                               | <b>Subject:</b> Drug and Alcohol       |
| <b>Title of Policy:</b> Substance Abuse Policy<br>(Department of Transportation) | <b>Policy Number:</b> 499              |
| <b>Effective Date:</b> 11/7/2024                                                 | <b>Number of Pages:</b> 25             |
| <b>Approved Date:</b> 11/7/2024                                                  | <b>Approved by:</b> Board of Directors |

**DRUG AND ALCOHOL TESTING POLICY**  
**Zia Therapy Center, Inc - Zia Transportation Division**  
**Adopted as of [01/25/2024]**

**Policy Statement:**

This policy applies to all the employees in the transportation division at Zia Therapy Center, Inc., who are regulated by Federal Transit Administration (FTA) and US Department of Transportation (USDOT) guidelines. Zia Transportation Division (The Transit System) is dedicated to providing friendly, safe, dependable and economical transportation services to our transit system passengers. The Transit System is concerned about the effects of the use of illegal drugs, controlled substances and abuse of alcohol upon the health and safety of its employees and passengers. To address these concerns, it is our policy (1) to ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; (2) to create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) to prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform assigned duties.

**A. PURPOSE**

- 1) The Zia Transportation Division provides public transit and paratransit services for the residents of Alamogordo, Tularosa, Holloman AFB, Mescalero Apache Reservation, Ruidoso, and Parts of Las Cruces. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Zia Transportation Division declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S.

Department of Transportation has published 49 CFR Part 655, as amended, that mandates drug and alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of specimens for drug and alcohol testing.

- 3) Any provisions set forth in this policy that are included under the sole authority of Zia Transportation Division and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Zia Transportation Division will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

## **B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, persons controlling the dispatch or movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

## **C. DEFINITIONS**

*Accident:* An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be

remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

*Alternate specimen:* An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

*Collection Site:* A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Cutoff:* The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other



communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*DOT, The Department, DOT Agency:* These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Employee:* Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term “donor” as found on CCF and related guidance materials produced by the Department of Health and Human Services.

*Evidential Breath Testing Device (EBT):* A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC’s Web page for “Approved Evidential Breath Measurement Devices” because it conforms with the model specifications available from NHTSA.

*Initial Drug Test:* The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

**Laboratory:** Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

**Limit of Detection (LOD):** The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

**Limit of Quantification (LOQ):** For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) can be accurately established.

**Medical Review Officer (MRO):** A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

**Negative Dilute:** A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

**Negative result:** The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

**Non-negative specimen:** A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), or invalid.

**Oral Fluid Specimen:** A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

**Oxidizing Adulterant:** A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

**Performing (a safety-sensitive function):** A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

**Positive result:** The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

**Primary specimen:** In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary ("A") specimen by the collector to distinguish it from the split ("B") specimen, as defined in 49 CFR Part 40, as amended.

**Prohibited drug:** Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

**Reconfirmed:** The result reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

**Rejected for Testing:** The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

**Revenue Service Vehicles:** All transit vehicles that are used for passenger transportation service.

**Safety-sensitive functions:** Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling dispatch or movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

**Specimen:** Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

**Specimen Bottle:** The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary ("A") or split ("B") specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a "vial," "tube," or "bottle."

**Split Specimen:** In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee's request following MRO verification of the primary specimen as positive, adulterated or substituted.

**Split specimen collection:** A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

**Substance Abuse Professional (SAP):** A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

**Substituted specimen:** An employee's specimen not consistent with a normal human specimen, as determined by HHS (e.g., a urine specimen, with creatinine and specific gravity values that are so diminished, or so divergent that they are not consistent with normal human urine).

**Test Refusal:** The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of specimen without a valid medical explanation.
- (6) Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

**Undiluted (neat) oral fluid:** An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component,

process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

*Urine specimen:* Urine collected from an employee at the collection site for the purpose of a drug test.

*Vehicle:* A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

#### **E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of

Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Zia Transportation Division supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

## **F. PROHIBITED CONDUCT**

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.



- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
  - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
    - i. The employee's alcohol concentration measures less than 0.02; or
    - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Zia Transportation Division, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Zia Transportation Division employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

## **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Zia Transportation Division management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

## **H. TESTING REQUIREMENTS**

- 1) Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Zia Transportation Division authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with Zia Transportation Division. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

## **I. DRUG TESTING PROCEDURES**

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine and/or oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity

of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Zia Transportation Division. If a legitimate explanation is found, the MRO will report the test result as negative.

- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Zia Transportation Division will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Zia Transportation Division will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) Observed collections
  - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:
    - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Zia Transportation Division that there was not an adequate medical explanation for the result;

- ii. The MRO reports to Zia Transportation Division that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- iii. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original urine specimen was out of range (See §40.65(b)(5));
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

## **J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a

trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Zia Transportation Division affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

## **K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for covered transit positions shall undergo drug testing prior to performance of a safety-sensitive function.
  - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
  - b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
  - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure

of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.
- e. If a pre-employment test is canceled, Zia Transportation Division will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide *Zia Transportation Division* with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. *Zia Transportation Division* is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide Zia Transportation Division proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

## **L. REASONABLE SUSPICION TESTING**

- 1) All Zia Transportation Division FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or



engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Zia Transportation Division' authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

- 2) Zia Transportation Division shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Zia Transportation Division
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. Zia Transportation Division shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of the Zia Transportation Division. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in this policy or the associated consequences.

## **M. POST-ACCIDENT TESTING**

- 1) FATAL ACCIDENTS – A covered employee will be required to undergo drug and

alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

2) NON-FATAL ACCIDENTS – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:

- a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
- b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Zia Transportation Division is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Zia Transportation Division may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

## **N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Individuals who may be covered under company authority will be selected from a pool of non-DOT-covered individuals.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Zia Transportation Division authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Zia Transportation Division' authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the

beginning, middle, or end of an employee's shift.

- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

## **O. RETURN-TO-DUTY TESTING**

Zia Transportation Division will terminate the employment of any employee that tests positive or refuses a test as specified in this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

## **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

## **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:
  - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
  - b. Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
  - c. Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
  - d. In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
  - e. Fail to provide a sufficient quantity of specimen without a valid medical explanation.
  - f. Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
  - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
  - h. Fail to cooperate with any part of the testing process.
  - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
  - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
  - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
  - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
  - m. Fail to remain readily available following an accident.
  - n. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 4) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for

his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.

- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
  - a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
  - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Zia Transportation Division employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of Zia Transportation Division and will be performed using non-DOT testing forms.
  - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
  - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy.**
  - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in this policy.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Zia Transportation Division.
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

## **R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.



## **S. PROPER APPLICATION OF THE POLICY**

Zia Transportation Division is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

## **T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the Zia Transportation Division Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding

stipulation that it will only be released to parties of the proceeding.

- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Zia Transportation Division or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the *Zia Therapy Center Board of Directors* on [1/25/2024].

*[APPLICABLE SIGNATURES]*

**Attachment A**

| <b>Job Title</b>                                        | <b>Job Duties</b>                                                                                                                                                                                                                                               | <b>Testing Authority</b> |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Transportation Director</b>                          | Manage all aspects of the Transportation Division                                                                                                                                                                                                               | Zia/FTA                  |
| <b>Assistant Transit Director/<br/>Route Supervisor</b> | Planning, organizing, and supervision of the day-day fixed route operations.<br>Manage all aspects of the Transit Division in the absence of the Director                                                                                                       | Zia/FTA                  |
| <b>Operations Supervisor</b>                            | This position supervises all dispatchers and bus drivers on a daily basis.<br>Responsible for Paratransit program.                                                                                                                                              | Zia/FTA                  |
| <b>Dispatchers</b>                                      | This position involves all aspects of the transportation department operation: including scheduling and dispatching vans and buses to designated pickup locations. Provide secretarial and clerical duties and reports, as designated by Supervisor or Director | Zia/ FTA                 |
| <b>Zia Therapy Drivers</b>                              | Drive van/bus in a safe and professional manner. Pick up and deliver clients, and passengers in keeping with established schedules and routes                                                                                                                   | Zia/FTA                  |
| <b>Trainer</b>                                          | Responsible for Training of all personnel in the Transportation Division, to include lesson plan creation following DOT/FTA guidelines                                                                                                                          | Zia/FTA                  |

**Attachment B Contacts**

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

**Zia Transportation Division Drug and Alcohol Program Manager:**

Name: Kim Cox  
Title: Transit Director  
Address: Zia Therapy Center, Inc.  
900 First St  
Alamogordo, NM 88310

Telephone Number: (575) 439-4900, Ext 147

**Designated Employee Representative:**

**EMPLOYEE RECEIPT**  
**DRUG AND ALCOHOL TESTING POLICY**

**Return this completed form to your immediate supervisor**

Employee Name : \_\_\_\_\_  
Print

I have received and will read Zia Therapy Center’s Drug and Alcohol Abuse Testing Policy. I understand that I will be held responsible for the content of the policy and I agree to abide by drug and alcohol testing policy. If I need any clarification or if I have any questions regarding the substance of the policy, I will address them with the company’s program administrator.

This policy adheres to the Federal Transit Administration’s mandated regulations for drug and alcohol testing.

Employee Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

# AGENDA REPORT

## CITY OF ALAMOGORDO CITY COMMISSION

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**Meeting Date:** 7/28/2026

**Report Date:** 07/21/2026

**Report No:** 9.

**Submitted By:** Rachel Hughs

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**Subject:** Consider, and act upon, Resolution 2026-27 approving the agreement for the annual membership between the City and the Southeastern New Mexico Economic Development District/ COG, to include a contribution of \$9,121. *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

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**Fiscal Impact:** \$9,121

Amount Budgeted: \$9,121

Fund: 011.000.2400.0000.55505. Fees - Memberships & Dues

Additional Fiscal Impact:

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**Recommendation:** Approve the Resolution.

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**Background:** The City Commission approved \$9,121 in the FY27 budget. The City is a member of SNMEDD/COG, and the Resolution will continue the membership. The Agreement is for an annual contribution of \$9,121. SNMEDD/COG requires a resolution, which the City Commission approves annually. Commissioner Hernandez is the current board member.



## **RESOLUTION NO. 2026-27**

### **APPROVING THE AGREEMENT FOR THE ANNUAL MEMBERSHIP BETWEEN THE CITY AND SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG (SNMEDD)**

**WHEREAS**, the City Commission for the City of Alamogordo, New Mexico, hereinafter referred to as the Municipality, is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG; and,

**WHEREAS**, in accordance with Article 58, §4-58-1 to §4-58-6 NMSA 1978, an agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/COG is required; and,

**WHEREAS**, it is the desire of the Municipality to continue as an active member of the Southeastern New Mexico Economic Development District/COG.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission for the City of Alamogordo, New Mexico, that:

1. The Agreement attached to this Resolution expresses the desires and intent of the Municipality.
2. The Agreement attached is hereby ratified and approved, and the proper officials of the Municipality are hereby authorized and instructed to affix their signatures thereto.
3. A copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico Department of Finance and Administration, Local Government Division, and the Southeastern New Mexico Economic Development District/COG, and shall be made a part of the budget documentation of the Municipality.

**DONE** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF ALAMOGORDO, NEW MEXICO  
a New Mexico municipal corporation

By: \_\_\_\_\_  
Sharon McDonald, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rachel Hughs, City Clerk

\_\_\_\_\_  
Robert Stockwell, City Manager

## AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the City of Alamogordo a member of said District (hereinafter known as the "Member") is as follows:

**I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:**

- A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.
- B. Furnish technical and management assistance in the development of planning activities.
- C. Coordinate local planning with that of other Members of the District and the State.
- D. Assist in community and economic development, transportation and public works projects.
- E. Assist member governments with their legislative activities.
- F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.
- G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.
- H. Engage in such other activities as are necessary to improve area development and address regional problems.

**II. The Member agrees to the following:**

- A. To remain an active member of the District.
- B. To make an annual contribution of \$ 9,121.00 to the District as recognition of active membership.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, at

\_\_\_\_\_  
New Mexico

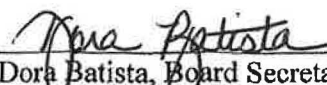
ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor/Commission Chairman

ATTEST:

SOUTHEASTERN NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT/COG

  
\_\_\_\_\_  
Dora Batista, Board Secretary

  
\_\_\_\_\_  
David Miranda, Board President



Dora Batista  
Executive Director

**SOUTHEASTERN NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT**

**COUNCIL OF GOVERNMENTS**

1600 SE Main, Suite D  
Roswell, NM 88203  
Phone: (575) 624-6131  
Fax: (575) 624-6134  
www.snmedd.com

# Invoice

Invoice Date: July 2, 2026

Sharon McDonald, Mayor  
City of Alamogordo  
1376 E. Ninth  
Alamogordo, NM 88310-5855

DESCRIPTION

AMOUNT

|                                             |                      |
|---------------------------------------------|----------------------|
| FY 2026-2027 MEMBER GOVERNMENT CONTRIBUTION | \$9,121.00           |
|                                             | Total Due \$9,121.00 |

- Please make checks payable to Southeastern New Mexico Economic Development District.

**T h a n k Y o u**

*"Leadership to enhance the region's quality of life, services and jobs"*

July 2, 2026

Sharon McDonald, Mayor  
City of Alamogordo  
1376 E. Ninth  
Alamogordo, NM 88310-5855

Dear Mayor McDonald:

With regard to your annual membership in the District for the 2026-2027 fiscal year, we have enclosed the following:

- I. **AGREEMENT** – required by the Department of Finance and Administration for disbursement of local funds and which conforms to state regulations. Two copies are enclosed. After the Agreement has been executed, please keep one copy and return one to our office.
- II. **RESOLUTION** – upon approval by your council or commission, it is to be signed, attached to and distributed with the attached Agreement.
- III. **2026-2027 ASSESSMENT SCHEDULE AND BUDGET FOR 2026-2027** enclosed for your information.
- IV. **WORK PROGRAM FOR STATE APPROPRIATED FUNDS** – enclosed for your information.
- V. **INVOICE** – enclosed for billing and bookkeeping purposes. Please return one copy with your check.

The most recent audit and financial statements are available upon request.

As you know, we are in the process of finalizing the SNMEDD/COG budget for the coming year and your prompt attention is greatly appreciated.

If you have any questions or require further information, please feel free to contact me. Thank you for your support and letting us serve you.

Sincerely,

Dora Batista  
Executive Director

DB/pm  
Enclosures

# **Southeastern New Mexico Economic Development District/ Council of Governments**

## **FY 2026-2027 DFA ANNUAL WORK PLAN**

### **State of New Mexico Grant-In-Aid Program**

**The following are functions, measures, targets, and tasks the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) will complete in fulfillment of its obligation to its member governments and the State of New Mexico Department of Finance and Administration-Local Government Division to provide planning, technical assistance and capacity building services to local governments in southeastern New Mexico.**

#### ***Function 1. Submit reports, budgets, and planning outcomes to the Local Government Division.***

- Task 1.1**      Prior to July 1, 2026 submit a Board approved Annual Work and Operations Budget to the Local Government Division
- Task 1.2**      Submit payment reimbursement invoices to the Local Government Division no later than the 15<sup>th</sup> day of the month (January, April, July, October) following the close of each quarter
- Task 1.3**      Provide professional development training opportunities to staff
- Task 1.4**      Schedule and include as an agenda item for each quarterly meeting of the Board of Directors training or information to benefit local elected officials such as speakers from relevant agencies or upcoming training or meetings
- Task 1.5**      Attend, when possible, regularly scheduled meetings of member governments; special purpose meetings; provide technical assistance, conduct public hearings and assist in whatever capacity we are able
- Task 1.6**      Participate in NewMarc (NM Association of Reginal Councils); SWREDA (Southwest Regional Executive Directors Association); and the National Association of Development Organizations (NADO)

***Function 2. Provide local governments with applications and general technical assistance on federal and state available funding***

- Task 2.1** Inform members of CDBG, EDA, USDA, CIF and other funding programs, rule changes and Notifications of Funding Assistance (NOFA) including Disaster Recovery and Stimulus funds when available
- Task 2.2** Inform members of State available funds such as Matching Funds, Cost Overruns, Outdoor Recreation; etc
- Task 2.3** Assist with funding assistance applications for members upon their request including the conducting of public hearings if necessary. Coordinate presentations to the Community Development Council and Colonias Infrastructure Fund Board by our member governments seeking CDBG or CIF funding
- Task 2.4** Provide Grant Administration and Technical Assistance to member governments upon approval of a contractual agreement between the local government and the funding agency. A contract between SNMEDD and the local municipality/county can be negotiated for grant administration
- Task 2.5** Act as Fiscal Agent to those municipalities/counties that have deficiencies in their audit and would not be able to receive funding from capital outlay or grants otherwise
- Task 2.6** Assist local governments with the seeking funds for updating comprehensive plans and participate in public input meetings

***Function 3. Infrastructure Planning—Coordinate the ICIP process regionally.***

- Task 3.1** Assist with ICIP training to the extent needed that will be presented to local governments and others by DFA/LGD staff
- Task 3.2** Assist and provide local governments technical assistance with the development and submittal of the ICIP as needed. Encourage the submission and participation of the ICIP to our municipalities/counties and its relevance to the Capital Outlay process
- Task 3.3** Encourage local municipal, county governments and other entities to include operation and maintenance costs in the ICIP
- Task 3.4** Encourage members to develop financing plans for each of their top five ICIP priorities, including a project description, secured sources of funding and, where applicable, utility rate structure and asset management plans



**Task 3.5** Have staff attend and encourage local government members to attend, the annual New Mexico Infrastructure Finance Conference and other relevant conferences

**Task 3.6** Conduct regional clearinghouse review, as may be necessary for all applications per the Intergovernmental Cooperation Act of 1968 and Section 204 of the Demonstration Cities and Metropolitan Act of 1966, as amended, a grant applicant requesting federal funding should send its proposed project to the States' planning agencies

***Function 4. Capital Outlay—Increase quality of project planning, legislative representation and administration.***

**Task 4.1** Assist local entities seeking assistance in the preparation and submission of capital outlay request forms through informational workshops and direct application technical assistance

**Task 4.2** Work with Legislators throughout the region on locally established capital improvement priorities by holding county project vetting hearings in each county and allowing municipalities and counties the opportunity to present potential projects to their legislators. Assist with reauthorizations

**Task 4.3** Prepare a preliminary list of projects submitted by local entities and submit list to local legislators. Maintain a presence during the legislative session to assist regional legislators with the capital outlay process; GRO; and reauthorizations.

**Task 4.4** Track capital outlay legislation relevant to community development, infrastructure improvement projects and project planning and programming

**Task 4.5** Participate in State funding programs such as NM Gro to the extent mandated by the State

***Function 5. Rural Support—Build capacity of local governments, rural water associations and other rural organizations.***

**Task 5.1** Provide assistance to rural water associations, community ditches, acequias and other non-members on capital project planning. Assistance may be based on a Board approved fee for service schedule

**Task 5.2** Engage rural members and non-members requesting assistance in “project prospectus development”, develop, review and vet projects seeking funding sources to meet specific project needs

**Task 5.3** Invite rural water associations and other non-member organizations in each county to capital improvement hearings or meetings that would be beneficial

- Task 5.4** Provide opportunities and information for local government staff and/or elected officials to attend capacity building training, workshops and conferences sponsored by state, regional and national planning and development organizations and funding sources
- Task 5.5** Provide US Census data information and support for the region as a US Census Bureau Affiliate
- Task 5.6** Provide public relations for the SNMEDD and local governments through continuous media dissemination
- Task 5.7** Meet with community elected and appointed officials and key community leaders to increase community capacity building foundation
- Task 5.8** Use state awarded capacity funds to build capacity and provide technical assistance to the legal entities in our region

***Function 6. Transportation—Provide local governments with assistance to improve the region's transportation system for the efficient movement of goods, services, and people.***

- Task 6.1** Compile and maintain a database of transportation-related projects that may be contemplated or that are ready to be implemented for local governments within the region. Assist with NMDOT funding applications.
- Task 6.2** Maintain transportation-related technical information on the website, as available, to assist local governments and others in packaging applications that improve the infrastructure of the region
- Task 6.3** Provide orientations or similar training to newly appointed RPO members representing local governments, preparing them in their roles on the Regional Transportation Policy and Technical Committees
- Task 6.4** Meet with local elected officials, informing them of the transportation-related programs and activities available to them through the Southeastern Regional Planning Organization (SERTPO) and encourage their input in regional transportation planning
- Task 6.5** Maintain and provide the SERTPO regional transportation planning function in concert with the New Mexico Department of Transportation
- Task 6.6** Organize, schedule and host SERTPO Policy Committee and Technical Committee meetings

***Function 7. Provide resources toward the development of new business or business expansions to retain and create jobs.***

- Task 7.1** Prepare a Comprehensive Economic Development Strategy update for submittal to our local government members and the Economic Development Administration (EDA) under the guidance and rules established by EDA.
- Task 7.2** Post results of studies or analysis on SNMEDD website and make data available to our region for applications and reports
- Task 7.3** Meet regularly with the region's five economic development corporation/entities to gather and share information.
- Task 7.4** Support the top five industry clusters in our region: Energy; Agriculture; Tourism; Defense & Security; and Transportation
- Task 7.5** Support and promote local agriculture and related value added industries
- Task 7.6** Work with the Small Business Development Centers in our region
- Task 7.7** Attend Eastern Area Workforce Board Meetings and provide information to the chief elected officials

# AGENDA REPORT

## CITY OF ALAMOGORDO CITY COMMISSION

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**Meeting Date:** 7/28/2026

**Report Date:** 07/21/2026

**Report No:** 10.

**Submitted By:** Shelley Dowhanik-Baron

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**Subject:** Consider, and act upon, Ordinance 1724 for adoption and final publication, an Ordinance repealing Chapter 22, Subdivision Requirements, of the Code of Ordinances of the City of Alamogordo, New Mexico, and adopting updated Subdivision Regulations in Chapter 20, Land Development Code. *(Shelley Dowhanik-Baron, Community Development Director)* **(Roll Call Vote Required)**

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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**Recommendation:** Adopt the Ordinance.

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**Background:** At the June 9, 2026 City Commission meeting, the Commission voted to table this item to a future meeting to allow additional time to review the proposed ordinance and receive further information from staff.

## **ORDINANCE NO. 1724**

### **AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF ALAMOGORDO, NEW MEXICO, PERTAINING TO SUBDIVISION REQUIREMENTS**

**WHEREAS**, it is in the best interest of the City, the citizens, residents, businesses, contractors, and developers operating within the City of Alamogordo to maintain current Subdivision Regulations and standards that are conducive to the economic development of the community and to dedicate to the most modern principles and protection of the health, safety, and welfare of the City of Alamogordo, and;

**WHEREAS**, the current Ordinance is not designed to accommodate modern requirements which would be more beneficial to the City of Alamogordo.

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Alamogordo, New Mexico, that the Code of Ordinances be amended as follows:

**CHAPTER 22** of the Code of Ordinances of the City of Alamogordo, New Mexico, is deleted and the following language is adopted to read:

## **Chapter 20 – Land Development Code**

### **ARTICLE 20-04 – SUBDIVISION REGULATIONS**

#### **20-04-010 General Provisions**

##### **(a) Purpose**

- (1) The purpose of this article is to promote the health, safety, convenience, and general welfare of the citizens of the city through implementation of subdivision regulations outlining the development of subdivisions. Provisions of this article are designed to achieve the following objectives:
  - a. Ensure orderly, efficient and integrated development within the city pursuant to the Comprehensive Plan and all other applicable city policies, rules and regulations.
  - b. Promote proper street location, width and design to facilitate safe vehicle circulation and to minimize adverse growth impacts and future maintenance costs for the city.
  - c. Provide for proper right-of-way dedication and vacation processes.
  - d. Uphold the interest of public safety.

**(b) Applicability**

- (1) This article applies to:
  - a. Dividing a parcel of land into two or more parts;
  - b. Eliminating or adjusting lot lines between two or more existing parcels;
  - c. Dedicating or vacating right of way.
- (2) If the requirements of this article conflict with other city standards, rules or regulations, the more stringent requirement shall prevail.
- (3) It is not intended by these regulations to interfere with or abrogate or annul any easements, covenants or other agreements between parties, except that if the subdivision regulations impose a greater restriction, the subdivision regulations shall control.

**(c) Jurisdiction**

- (1) The area of land within the boundary of the City of Alamogordo; and
- (2) As stated in New Mexico State Statute Section 3-20-5, for the purpose of approving the subdivision and platting of land, the jurisdiction includes all territory within five miles of the boundary of the municipality.
- (3) If a Planning and Zoning Commission is not in place, the City Commission shall act in its place. This applies throughout these regulations.

## **20-04-020 Subdivision Procedures**

**(a) Summary Subdivisions**

- (1) The summary subdivision procedure may be used to add, move, or remove lot lines provided that:
  - a. The number of total lots does not increase by more than two (2).
  - b. All resulting lots meet city ordinance and Technical Standard requirements, including minimum lot size requirements.
  - c. The payments on all outstanding municipal liens are current.
  - d. Any outstanding assessment on any newly created lot by any method is paid in full upon transfer.
  - e. All owners of the subject property sign the plat and application.
  - f. The summary procedure is available for original plats and re-plats.
- (2) Submission requirements. The applicant is required to submit the following to the City Manager or designee:
  - a. Completed application form;
  - b. Applicable fee;
  - c. One electronic PDF of the Final Plat, meeting Final Plat requirements;
  - d. Division of any remaining assessment lien among any lots created by the



Summary subdivision; and

~~e. For subdivisions located within the city's extra-territorial jurisdiction, one (1) copy of the Estimated Cost of Infrastructure Improvements.~~

(3) The Summary Subdivision Process is as follows:

- a. Within ten (10) business days of receiving the application and all required submissions and fees, the City Manager or designee, will make an initial determination of eligibility for Summary Subdivision approval. If the proposal is ineligible, the City Manager or designee will notify the applicant within two (2) business days following the initial review that the full subdivision procedure is required.
- b. Applications expire after ninety (90) calendar days if there is no written response, resubmittal, or extension request by the developer.
- c. If the Summary Subdivision is eligible, meets city ordinances and Technical Standards, and all pertinent information is provided, the City Manager or designee will approve and sign the Plat within five (5) business days of determined eligibility and submittal of all required documents and fees.

(4) By providing for the Summary Subdivision process, the city does not waive its rights to require the applicant to satisfy the requirements set forth herein Sec. 20-04-040 Adequate Public Facilities including, but not limited to, the following:

- a. Public infrastructure, such as streets, alleys, utilities, and suitable access;
- b. Provisions for adequately addressing anticipated drainage problems or unstable soil conditions; and
- c. Exception Request Requirements.
  - i. Such requirements may be addressed as a condition of Summary Subdivision approval, if practicable. If agreement is not reached, the applicant may go through the appeal process.

(5) Certificate of Survey procedure.

Nothing in this article is intended to limit the availability of the certificate-of-survey procedure contained in the current version of New Mexico Statute Chapter 3 Article 20-2 "Subdivisions", provided that all applicable requirements are met.

(6) Extra-territorial platting jurisdiction.

Approval by the city of a Summary Subdivision application will not relieve the applicant of the requirement of approval by the county for subdivisions within the city's extra-territorial platting jurisdiction.

## **(b) Minor Platting Process**

(1) Purpose

The purpose of the Minor Platting Process is to allow an expedited review of plats that do not require the installation of any public improvements.

(2) Applicability

The Minor Platting Process may be utilized for any plat that meets all of the following requirements:

- a. Does not meet the requirements for the Summary Subdivision Procedure, and
- b. Does not require the installation of public improvements.

(3) Submittal and Consideration

- a. Applicants shall submit a Final Plat (see Sec. 20-04-030(d) Final Plat) for consideration and approval.
- b. The application shall be reviewed and decided upon in accordance with Sec. 20-02-020 Summary of Procedures and Sec. 20-02-030 Common Review Procedures.
- c. The Planning & Zoning Commission shall conduct a public meeting.
- d. The Planning and Zoning Commission shall approve or disapprove the plat within 35 calendar days of the Official Submittal Date.
- e. Following approval of the Final Plat, the plat shall be filed and recorded with the County Clerk's Office.

**(c) Major Platting Process**

(1) Purpose

The purpose of the Major Platting Process is to accommodate more substantial subdivisions that include the installation of public improvements.

(2) Applicability

The Major Platting Process shall be used for any plat that does not meet the requirements for the Summary Subdivision Procedure or the Minor Platting Process.

(3) Submittal and Consideration

- a. Following a pre-application meeting (Section 20-02-030(a)), an applicant may submit the Preliminary Plat for consideration in accordance with Sec. 20-04-030(b) Preliminary Plat.
- b. Following Preliminary Plat approval, the applicant shall submit a Final Plat for consideration in accordance with Sec. 20-04-030(d) Final Plat, and Construction Plans for consideration in accordance with Sec. 20-04-030(c) Construction Plans.
- c. The application shall be reviewed, and comments shall be provided to the applicant within fifteen (15) business days. After the applicant provides revised materials, a second round of comments shall be provided within ten (10) business days. After the applicant provides revised materials a second time, if further revisions are still needed, an in-person meeting shall be required to resolve all remaining comments.
- d. Following approval of the Construction Plans, the applicant may begin site grading and installation of public improvements. Improvements shall be inspected in accordance with Sec. 20-04-040(b) Installation and Acceptance of Public

Improvements.

- e. Following completion and inspection of the public improvements (or the provision of Performance Security and other requirements outlined in Sec. 20-04-040(b)(1)a.), applicants may file the Final Plat and Building Permits may be issued.
  - i. Final Plats may be filed and Building Permits may be issued prior to completion of all required improvements upon determination of substantial completion (see Sec. 20-04-040(b)(5) Substantial Completion).

#### **(d) Plat Vacations**

- (1) Partial for full plat vacations may be approved by the City Manager or designee at the owner's request, in accordance with NMSA 3-20-12.
- (2) The City Manager or designee may require that streets dedicated to the city in the original plat shall continue to be dedicated to the city. Alternatively, the rights-of-way may be vacated as outlined in this article.

#### **(e) Right-of-Way Vacations**

- (1) Right-of-Way vacations may be initiated by the adjacent property owner(s).
- (2) Vacations shall be prepared as a Final Plat, per this article.
- (3) Generally, the vacated land will be divided in half and joined via plat with the adjacent properties. The City Manager or designee shall review the plat that originally dedicated the right-of-way access, access considerations, and adjacent property owners' requests to determine the final division. The City Manager or designee shall consult with other city departments, as necessary.
- (4) If there are utility lines in rights-of-way that are to be vacated, a utility easement shall be required. This would be at the cost of the applicant.
- (5) If necessary, zoning map amendments to align new lot lines with zones shall be processed in conjunction with the Vacation. This would be at the cost of the applicant.

## **20-04-030 Plat and Plan Types**

#### **(a) Subdivision Development Plan (SDP)**

##### **(1) Purpose**

The Subdivision Development Plan is considered part of the planning process in which the SDP is viewed as a tool reflecting the plan for future development. It is intended to ensure that proposed development is suitable and appropriate for a given parcel of land.

##### **(2) Applicability**

A Subdivision Development Plan shall be required when any of the following criteria apply:

- a. An application is made for the single development of more than thirty (30) lots;

- b. A development is to be divided into two or more phases;
- c. A request for annexation is part of the subdivision process; or
- d. Applicant is proposing multiple land uses.

(3) Submittal of a Subdivision Development Plan Application

- a. Following a pre-application meeting (Section 20-02-030(a)), an applicant may submit the Subdivision Development Plan application.
- b. The application shall be reviewed, and comments shall be provided to the applicant within fifteen (15) business days. After the applicant provides revised materials, a second round of comments shall be provided within ten (10) business days. After the applicant provides revised materials a second time, if further revisions are still needed, an in-person meeting shall be required to resolve all remaining comments.
- c. A Preliminary Plat may be submitted simultaneously with the Subdivision Development Plan. A Final Plat shall not be submitted at the same time as the Subdivision Development Plan or the Preliminary Plat.
- d. The Subdivision Development Plan shall be prepared by, and have the seal of, an engineer licensed in the State of New Mexico. The survey shall be prepared using the city's coordinate system.
- e. The Subdivision Development Plan and supplemental material shall be submitted to the Planning and Zoning Department with application and fee.
- f. The Subdivision Development Plan and supplemental material shall be submitted to the Planning and Zoning Department no later than 45 calendar days prior to the day of the next regular meeting of the Planning and Zoning Commission for approval consideration.

(4) Consideration of a Subdivision Development Plan Application

- a. Administrative Review and Recommendation
  - i. Staff shall review and recommend the application in accordance with Section 20-02-030(d) Staff Review.
- b. Planning & Zoning Commission Review and Recommendation
  - i. The Planning & Zoning Commission shall conduct a public hearing to review the Subdivision Development Plan application and consider the staff recommendation.
  - i. The Planning & Zoning Commission shall review comments received from the Technical Review Committee (TRC), and presentations from the applicant or the applicant's representative and from any interested citizens.
  - ii. The Planning & Zoning Commission shall make a recommendation to City Commission for approval, conditional approval, or disapproval of the Subdivision Development Plan application.

b. City Commission Action

- i. The City Commission shall conduct a public hearing to review the Subdivision Development Plan application and consider the Planning and Zoning Commission's recommendation.
- ii. Action from the City Commission shall be in the form of approval, conditional approval, or disapproval.

(5) Effect of Subdivision Development Plan Approval

- a. If a complete Subdivision Development Plan application for a phased development project was submitted prior to the Effective Date of this ordinance and was ultimately approved, the entire development project may develop under the approved SDP and regulations in place at the time of the SDP submittal.
- b. Upon approval of the Subdivision Development Plan, the developer may submit to the Planning and Zoning Department any zoning applications, Preliminary Plats, Construction Plans, or Final Plats as necessary and applicable, that reflect the approved Subdivision Development Plan.
- c. The effective term for an approved Subdivision Development Plan shall be five (5) years. The Subdivision Development Plan shall expire five (5) years from the date of approval unless one of the following has been approved, for all or part of the area:
  - i. Construction Plans;
  - ii. Final Plat;
  - iii. Substantial Completion;
  - iv. Acceptance of Public Improvements.
- d. The City Manager or designee may approve one (1) extension of validity for the Subdivision Development Plan for a time not to exceed one (1) year; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval. The Subdivision Development Plan shall be updated as needed, to meet current Technical Standards or revised based on needs or growth around the planned area.
- e. Any substantial change to the Subdivision Development Plan will require resubmittal of the SDP in its entirety and will require the review and approval process as defined in this article. Substantial changes to the Subdivision Development Plan shall require a new application in accordance with the current Technical Standards at the time of application. A review fee will be required. Substantial changes shall include, but are not limited to:
  - i. Any change in land use or use intensity;
  - ii. Modifications of vehicular traffic circulation on public streets or roadway network changes;

- iii. Increase in residential density;
- iv. Increase in demand for public utility services;
- v. Any change that is determined by the City Manager or designee to be substantial.

(6) Subdivision Development Plan Requirements

- a. The SDP shall be provided electronically in PDF format. Plan sheets must be at a scale that legibly and adequately represents the information. If more than one sheet is used, all sheets must be indexed and contain an index map showing the relationship of the sheet to the whole.
- b. Application signed by all property owners (including all parties having an equitable interest, trustees of an estate or all persons having a specific power of attorney) for the subject property, as recorded with the Otero County Clerk.
- c. Application fee;
- d. Name of Subdivision Development Plan/development;
- e. Detailed area/vicinity map clearly showing the surrounding area and the proposal's relationship to existing road networks, and existing natural and/or constructed features that may impact the development or may be impacted by the development.
- f. Adjacent land ownership within 100 feet. Note subdivision and/or owner's names and recording information Book, Page and Date;
- g. Date of preparation, north arrow, written and graphic standard engineering scale;
- h. Legal description including acreage and survey ties (may be approximated at this stage);
- i. Name and contact information for developer;
- j. Name and contact information for consultant preparing the SDP;
- k. Boundary line of development area, and acreage or square footage;
- l. Proposed land use, by parcel or phase. Residential parcels shall provide gross density range;
- m. Present zoning;
- n. Proposed zoning, if applicable;
- o. Contours – typical 20-foot intervals or intervals that adequately present the elevation difference of the land;
- p. Adjacent land use and zoning district identification;
- q. Proposed location, length, width, and point of intersection of transportation systems;
- r. Existing and proposed points of ingress and egress;



- s. Significant natural features such as arroyos;
- t. NFIP Special Flood Hazard Areas;
- u. Easements with all public easements labeled as “easement for public use” and identified use;
- v. Tabular information, to include:
  - i. Land use of each phase;
  - ii. Approximate acreage or square footage for each phase;
  - iii. Total number of residential dwelling units, minimum and maximum range;
  - iv. Number of dwelling units by type;
  - v. Dwelling units per acre for each phase;
  - vi. Area of public and private facilities, including approximate acreage proposed for open space and right-of-way;
  - vii. Approximate additional population to be generated by development, if applicable, based on census data;
  - viii. Approximate additional traffic estimated to be generated by development, utilizing current ITE Trip Generation Manual;
  - ix. Approximate additional public utility demand (water and sewer);
- w. Approval block for signature by City Manager or designee, signifying the final approval and date of the Subdivision Development Plan.
- x. A conceptual utilities plan containing enough information to provide a general outline of the utility-routing plans, connections to city utilities, locations and sizes of existing and proposed utilities planned to be provided to the development. Utilities must meet current Technical Standards;
- y. A conceptual drainage plan containing enough information to provide a general understanding of how drainage issues should be addressed. Drainage plans shall meet City of Alamogordo ordinance and Technical Standards;
- z. Conceptual traffic-related improvement plans, containing enough information to provide a general understanding of how any increase in traffic on adjacent and internal public streets will be addressed by the developer;
- aa. Copy of public notification letter(s);
- bb. A development phasing schedule including the sequence of each proposed phase (if applicable).

**(b) Preliminary Plat**

**(1) Purpose**

- a. The purpose of the Preliminary Plat is to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended

development, and the overall compliance of the land division with applicable requirements of all adopted City plans, rules and regulations, and the Subdivision Development Plan, if applicable.

(2) Applicability

- a. A Preliminary Plat conforming to this section shall be required for all subdivisions that follow the Major Platting Process (Sec. 20-04-020(c)).
- b. A Preliminary Plat may be submitted simultaneously with a Subdivision Development Plan.

(3) Submittal of a Preliminary Plat Application

- a. Following a pre-application meeting (Sec. 20-02-030(a)), an applicant may submit the Preliminary Plat application.
- b. Submittal and processing of the Preliminary Plat application shall follow Sec. 20-02-030(c) Application Submittal and Processing.
- c. Applications expire after ninety (90) calendar days if there is no written response, resubmittal, or extension request by the developer.
- d. Requests for zoning variances or exceptions may be considered in conjunction with the plat request.

(4) Consideration of a Preliminary Plat Application

a. Administrative Review and Recommendation

The Planning and Zoning Department shall review and recommend the application in accordance with Sec. 20-02-030(d) Staff Review.

b. Planning & Zoning Commission Action

- i. In accordance with NMSA 3-20-7, the Planning & Zoning Commission shall take action to either approve or disapprove the Preliminary Plat within 35 days of the plat's Official Submittal Date, if not, it is deemed approved. Upon agreement that a delay is appropriate, the applicant may be required to submit a statement waiving the right to action within this timeframe.
- ii. The Planning & Zoning Commission shall review comments received from the Technical Review Committee (TRC), and presentations from the applicant or the applicant's representative and from any interested citizens.
- iii. Action from the Planning & Zoning Commission shall be in the form of approval, conditional approval, postponement, or disapproval.

c. Effect of Preliminary Plat Approval

Approval of a Preliminary Plat shall not constitute approval of the Final Plat, but shall signify the general acceptability of the proposed subdivision. Preliminary Plat approval shall constitute permission to prepare and submit the Construction

Plans for all improvements for the proposed subdivision. Construction Plans shall not be considered until Preliminary Plat approval is complete.

d. Effective Term and Expiration

- i. Preliminary Plat approval shall be effective for no more than three years from the date of approval. If Construction Plans or a Final Plat application has not been submitted, the Preliminary Plat shall expire, and a new Preliminary Plat application must be submitted for approval.
- i. If the approved Preliminary Plat contains more than one phase, a Final Plat must be submitted within every three years thereafter until all phases are complete; otherwise, the Preliminary Plat shall expire.
- ii. If an approved Final Plat is allowed to expire, the Preliminary Plat shall also expire.
- iii. The City Manager or designee may approve one (1) extension of validity for a preliminary plat for a time not to exceed one (1) year; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval. A plat extension shall be automatically conditioned to require compliance with all City codes, regulations, and specifications in place at the time of development of the plat in question.

e. Deviations from an Approved Preliminary Plat

- i. Any Final Plat submittal that results in a substantial change to an approved Preliminary Plat will require resubmittal of the Preliminary Plat in its entirety and may trigger the need for a noticed area meeting at the discretion of the City Manager or designee. Minor modifications shall be considered by the City Manager or designee.
- ii. Substantial changes will be subject to a Planning & Zoning Commission public meeting, with the same requirements as an original application. Substantial changes shall include but are not limited to:
  1. Any major change in land use or use intensity (e.g., shifting or increasing drainage areas, adding a trail easement);
  2. Modifications of vehicular traffic circulation on arterials, collectors and/or major local designated streets;
  3. Roadway network changes;
  4. An anticipated increase in residential density;
  5. Any change in the Preliminary Plat that is determined by the City Manager or designee to be substantial.

f. Appeal

Any appeal shall be processed in accordance with Sec. 20-02-050(b)(1) Appeal.

(5) Preliminary Plat Submittal Requirements

- a. A Preliminary plat conforming to the requirements of this article, prepared and stamped by a professional land surveyor, using city coordinate system, as provided in the current Technical Standards. In general, the preliminary plat shall be provided electronically in PDF format on 24-inch by 36-inch sized pages at a scale that legibly and adequately represents the information. If more than one sheet is used, all sheets must be indexed and contain an index map showing the relationship of the sheet to the whole. The following information shall be shown, unless specifically added or waived in accordance with Sec. 20-02-030(c)(3) Modification, Addition, or Waiver of Required Submittal Materials.
- b. Application and review fee;
- c. Name of proposed subdivision;
- d. Total acreage of subdivision, to nearest one-hundredth of an acre;
- e. Detailed area/vicinity map sufficient for the subject property to be located in the field, showing existing road networks to include a minimum of two major thoroughfares, outline of surrounding parcels and existing natural and/or constructed features that may impact the development;
- f. Name and address of developer;
- g. Name and address of person, corporation, or organization preparing the Preliminary Plat;
- h. A statement of ownership signed by the legal owner on the Preliminary Plat;
- i. Proposed phasing, which will require a Subdivision Development Plan for final approval of the development;
- j. Existing conditions:
  - i. Present site designation or subdivision name;
  - ii. Public rights-of way and easements adjacent to and on-site including location, width and purpose of each, with all public easements labeled and existing recording information for each;
  - iii. Existing storm drain facilities adjacent to and on the site;
- k. An accurate and complete boundary survey of the land to be developed, meeting or exceeding Minimum Standards for Surveying NMAC 12.8.2.
  - i. Boundary survey will include all monuments found and monuments to be set.
  - ii. Boundary lines shall be given in bearings (degrees, minutes, and seconds).
  - iii. Distances shall be shown in feet to the nearest hundredth.
  - iv. Curved boundary lines will provide sufficient data to be reestablished on the ground and shall include central angle, radius, arc length, chord bearing and distance.
  - v. Contact information for the surveyor that performed the survey.

- l. Zoning or proposed zoning shall be shown;
- m. Special Use Permits and any Variance requests shall be identified;
- n. Uniquely identify each lot, by lot number and block. Size of lots will be identified with lot line dimensions in feet to the nearest hundredth.
- o. Sufficient information to show that all lots meet the requirements of city ordinances, codes and regulations, including setbacks and clear sight triangles at intersections;
- p. Proposed lot lines and public rights of way, street widths, rights of way for public services or utilities, dimensions and locations of areas for purposes of tracts proposed to be reserved for the public.
- q. Conceptual utilities plan. The conceptual utilities plan shall contain enough information to provide a general outline of the proposed utility-routing plans for the development, including locations and sizes of existing and proposed utilities to be provided to the development to meet the City of Alamogordo Technical standards.
- r. Traffic Impact Analysis (TIA).
  - i. Applicability. A TIA shall be required when a proposed subdivision is expected to generate traffic impacts that may affect the safe or efficient operation of the transportation system, as determined through the City's traffic prequalification process.
  - ii. Traffic Prequalification Form Required. All preliminary plat applications shall include a completed Traffic Impact Analysis Prequalification Form provided by the City. The form shall include, at a minimum, the proposed land use, number of lots or dwelling units, estimated average daily trips, estimated peak-hour trips, proposed access points, and any known transportation or safety concerns.
  - iii. Determination of Required Study. Based on the Traffic Impact Analysis Prequalification Form, the City Engineer shall determine whether additional traffic analysis is required and the required level of study. In most cases, no further traffic study may be required.

| Projected Impact              | Required Study                                                              |
|-------------------------------|-----------------------------------------------------------------------------|
| Fewer than 25 peak-hour trips | No further study required, unless otherwise determined by the City Engineer |
| 25–100 peak-hour trips        | Focused Traffic Assessment                                                  |
| 100–250 peak-hour trips       | Mid-Level Traffic Impact Analysis                                           |
| More than 250 peak-hour trips | Comprehensive Traffic Impact Analysis                                       |

| Projected Impact               | Required Study                                                           |
|--------------------------------|--------------------------------------------------------------------------|
| Existing known traffic concern | Focused Traffic Assessment or higher, as determined by the City Engineer |

- iv. The standards for each type of study shall be included in the City's Technical Standards.
- s. Master Drainage Study. The purpose of the master drainage study is to identify major drainage ways, ponding areas, locations of culverts, bridges, open channels and drainage basins that are contributory to the proposed study area. In addition, the ability of downstream drainage facilities to pass the developed runoff from the proposed development must be analyzed in the master drainage study. The master drainage study shall contain a general outline of the proposed drainage routing plans for the development. The digital format of the report contents must be provided (e.g., AutoCAD, HEC-RAS, etc.). For Preliminary Plats that are submitted without a preceding Subdivision Development Plan, the applicant may opt to delay the Master Drainage Study until after Preliminary Plat approval and before or with Construction Plan submittal; however, applicants should be aware that Preliminary Plat resubmittal may be required based on outcomes of the Master Drainage Study.
  - i. The study report shall include, but not be limited to, the following information and calculations:
    1. Calculation for peak flow from all offsite tributary drainage areas.
    2. Calculations for peak flow within the proposed development for all drainage basins larger than 20 acres.
    3. Preliminary analysis of 100-year floodplain and major drainage ways.
    4. Closed sub-basin analysis of 100-year floodplain and major drainage ways.
    5. Discussion and analysis of downstream drainage facilities.
    6. Discussion of anticipated drainage problems within the proposed development and possible solutions.
    7. Report shall be typed on 8½-inch x 11-inch pages.
    8. Drawings for the master drainage study shall include, but not be limited to, the following:
      - Any and all floodplains and flood ways must be identified. A copy of applicable FEMA floodplain map is required indicating limits of current study.
      - Existing topography
        - For land that slopes less than approximately five percent, show contour lines at intervals of not more than two feet.
        - For land that slopes more than five percent, show



- contour lines at intervals of not more than five feet.
- Location and size of existing and proposed open channels, storm drains, retention/detention areas, and other drainage structures.
- Identification of all drainage basins in the development.
- Location of all streets in/adjacent to the proposed development.
- Identification of all drainage basins tributary to the proposed development.
- Basin maps may be scaled as small as 1 inch = 2,000 feet. Orthophoto maps at a scale of 1 inch = 200 feet are preferred. (Use the most appropriate scale available)
- Inlet and storm drain size calculations are not required with the master drainage study; therefore, the number of sub-basins analyzed in the report shall be held to the smallest practical amount.

### **(c) Construction Plans**

#### **(1) Purpose**

Construction Plans ensure that public improvements are installed to serve a development in accordance with all applicable regulations.

#### **(2) Applicability**

Construction Plans shall be required prior to the installation of public improvements (e.g., those improvements that are intended for dedication to the City) or private improvements as determined by the reviewing department.

#### **(3) Submittal of Construction Plans**

- a. The application packet and fee shall be provided.
- b. The Construction Plans shall be provided electronically in PDF format a scale that legibly and adequately represents the information. All sheets must be indexed and contain an index map showing the relationship of the sheet to the whole.
- c. Construction Plans shall be submitted simultaneously with the Final Plat (unless the installation of public improvements is delayed in accordance with Sec. 02-04-040(b)(1)a.).
- d. Applications expire after ninety (90) calendar days if there is no written response, resubmittal, or extension request by the developer.

#### **(4) Consideration of Construction Plans**

- a. The Planning and Zoning Department shall review the submittal for

completeness in accordance with Sec. 20-020-030(c) Application Submittal and Processing.

- b. Construction Plans and supplemental material will be processed by the applicable City departments and other governmental agencies for review, comments, and recommendations and forwarded to the City Manager or designee.
- c. The City Manager or designee shall forward any comments to the applicant for completion. Construction Plans and supplemental material that receive comments shall be resubmitted and reviewed until the provisions set forth in this section are met. At that time, the Construction Plans shall be approved, the construction approval block signed by the appropriate authorities and a construction permit issued (if the Final Plat has received approval from the appropriate authority).
- d. Whenever comments received by the City departments are in conflict, the City Manager or designee will determine the appropriate procedure to be followed, utilizing the TRC where appropriate, in order to resolve said conflict or disagreement.

#### (5) Appeal

Any appeal shall be processed in accordance with Sec. 20-02-050(b)(1) Appeal.

#### (6) Term and Expiration

Public improvements shall commence within 365 calendar days of Construction Plan and Final Plat approval, or the subdivision shall revert to unapproved status. All procedures and fees will be required to begin the approval process again. The City Manager or designee may approve one (1) extension of validity for a time not to exceed six (6) months; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval.

#### (7) Engineer of Record Responsibility

Review and approval of the construction plans does not preclude the Engineer of Record from responsibility for adherence to all applicable local, state and federal codes, regulations and requirements. Errors and omissions when discovered are the responsibility of the developer to resolve prior to final acceptance.

#### (8) Construction Plan Submittal

The following information shall be shown, unless specifically added or waived in accordance with Sec. 20-02-030(c)(3) Modification, Addition, or Waiver of Required Submittal Materials.

- a. An accurate and complete boundary survey of the land to be developed, meeting or exceeding Minimum Standards for Surveying NMAC 12.8.2;
- b. Contact information for surveyor who performed the survey;

- c. A complete geotechnical soils report may be required, at the expense of the applicant, and at the request of the City Manager or designee, if the soil conditions are unknown, unreliable, or otherwise unusual. This requirement must be met when the soils are graded as “expansive” or “very fine”;
  - i. Geotechnical soils investigation must include, at a minimum, representative sampling and testing for: 1) USCS soil classification, 2) sieve analysis, and 3) structural design factors (R value and/or CBR value);
    - 1. Other parameters may be required including, but not limited to: 1) soil percolation test, 2) soil boring logs; 3) water table elevations;
    - 2. A pavement design, when the developer proposes to vary from the current Technical Standards, or when the soils warrant one.
- d. Final drainage study including detailed calculations for all potential runoff within the proposed development and calculations supporting the design of all drainage structures within the development. Construction Plans for drainage structures and grading plans for street grades shall be considered as part of the drainage study. Drawings shall be formatted for 24-inch x 36-inch sheets. Drawings and calculations for the drainage study shall include, at a minimum:
  - i. Existing and proposed contours for proposed development at a minimum 2-foot contour intervals;
  - ii. Property lines, streets, right of way limits, street grades, and street names;
  - iii. Overall drainage area and sub-area boundaries;
  - iv. Existing and proposed drainage facilities and structures with all pertinent information necessary to facilitate review and approval;
  - v. Proposed storm drains, drainage ways, and right of way or easement requirements;
  - vi. Drainage calculations must show 10-year, 50-year, and 100-year storm runoff pre-development and post-development;
  - vii. All floodplains within the development referencing the current FEMA Special Flood Hazard Area (SFHA) Map;
  - viii. Minimum finished floor elevations or building pad elevations to meet National Flood Insurance Requirements, if within a FEMA SFHA;
  - ix. If not in a SFHA, building pads shall be elevated no less than six (6) inches above the one-hundred-year storm runoff elevation, or not less than one (1) foot above the curb line;
  - x. Street design capacity shall accommodate the one-hundred-year storm

- runoff within curbs overtopped not more than six (6) inches;
- xi. Detention ponds shall be used to detain storm runoff increase post-development and shall be designed for the one-hundred-year return period rainfall event with the 24-hour duration;
- xii. Connections to any existing drainage systems.
- e. Final Traffic Impact Analysis report (if required) and required infrastructure improvements shall be included as part of the construction drawing submittal;
- f. Utility Extension Application;
- g. Pretreatment Questionnaire;
- h. Construction Plan Set shall included:
  - i. Boundary lines, bearings, and distances;
  - ii. Easements with location, width, purpose, and recording information;
  - iii. Information on adjacent land within one-hundred (100) feet, including ownership, and recording information;
  - iv. Developer and engineer/architect information;
  - v. Zoning information;
  - vi. Lot sizes, dimensions, and character meeting zoning and Technical Standard requirements;
  - vii. Location of private utility easement(s).
- i. Utility and street plans and profiles, formatted for 24-inch x 36-inch sheets stamped by a New Mexico licensed, registered professional engineer, at a scale of one hundred feet to one inch or larger and plans and profiles of 1:5 vertical and 1:50 horizontal. Utility and street plan sheets shall include:
  - i. Title block;
  - ii. Horizontal and vertical scale;
  - iii. Date and revisions;
  - iv. Professional Engineer Stamp, name and firm;
  - v. Drawing numbers;
  - vi. Legends;
  - vii. Street names;
  - viii. North arrow;

- ix. Match lines with stationing;
- x. Profile showing elevations at even 50-foot stationing;
- xi. Limits of construction;
- xii. Centerline stationing;
- xiii. Curve centerline data;
- xiv. Stations at street intersections, curb returns and property lines;
- xv. Sidewalks and ADA ramps;
- xvi. Back of curb radius information;
- xvii. Top of curb information;
- xviii. Driveway locations, dimensions, and details;
- xix. Street marking, street lighting (meeting current ordinance and technical standard requirements), and signage (meeting current MUTCD standards);
- xx. Sizes and locations of all utilities (existing and proposed);
- xxi. Size and length of pipe, pipe composition, and distances between manholes;
- xxii. Fire hydrant locations and type;
- xxiii. Water main lines and valve locations and sizes materials and location of water service lines and meters;
- xxiv. Sewer lines with flow directions and manhole locations, sewer line size, materials, cleanouts at the right-of-way line, and sewer service lines;
- xxv. Inlet and outlet details of all manholes and inlets, and connections to existing systems;
- xxvi. Manhole details, including station numbers;
- xxvii. Type and size of valves and fittings;
- xxviii. Radii of curved utility lines;
- xxix. Bike lane striping, if applicable;
- xxx. Street light pad and conduit locations;
- xxxi. “No parking” sign locations, if applicable.

- j. Detail and general note sheets required for construction of all appurtenances, per current Technical Standards;
- k. Details necessary to construct on-site ponding/detention with specific lots identified;
- l. Grading plans;
- m. Plan set cover sheet with sheet index, project location, subdivision name, all pertinent information, and current signature block for city approvals.
- n. Profile sheets shall include:
  - i. Proposed and existing grades including 100 feet beyond limits of construction;
  - ii. Stationing and elevations of the vertical point of intersection on all vertical curves, including PVT, PVI, PVC and K value;
  - iii. All pipe invert elevations, including storm drain and utilities;
  - iv. Slopes and length of sewer pipe, elevations;
  - v. Manhole stationing, size, materials, and invert and top elevations for manhole rim, inverts in and inverts out;
  - vi. Water line size and locations;
  - vii. Existing utilities in relation to new utilities;
  - viii. Tie-in elevations to existing utilities.

**(d) Final Plat**

**(1) Purpose**

The Final Plat is the subdivision instrument prepared for recording in the County Clerk's Office. The Final Plat approval process ensures that the recordable plat is in complete compliance with applicable ordinances and standards.

**(2) Applicability**

- a. A Final Plat shall not be submitted until Preliminary Plat approval is complete, if applicable.
- b. A replat that makes changes to a previously approved Final Plat requires the filing of a new Final Plat. A replat follows the same procedures outlined in this sec. 20-03-030(d) Final Plat.
- c. If the approved Preliminary Plat contains more than one phase, a Final Plat must be submitted within every three years thereafter until all phases are complete.

**(3) Review and Approval of Final Plats**

- a. For Final Plats following an approved Preliminary Plat, the City Manager or designee shall review and approve the application in accordance with Sec. 20-

20-030(d) Staff Review and Sec. 20-02-030(f) Review and Decision.

- b. Applications expire after ninety (90) calendar days if there is no written response, resubmittal, or extension request by the developer.
- c. For Final Plats that do not follow an approved Preliminary Plat, the City Manager or designee shall provide a recommendation and the Planning & Zoning Commission shall approve the application in accordance with Sec. 20-02-030(f) Review and Decision.

(4) Effect of Final Plat Approval

- a. The Final Plat shall not be filed until all improvements have been constructed, inspected, and ready for approval and maintenance acceptance by the City. Upon approval and filing of the Final Plat, the applicant may sell lots and apply for Building Permits.
- b. If the construction of public improvements will be delayed in accordance with Sec. 20-04-040(b)(1)a. Performance Security, a financial guarantee shall be submitted with the Final Plat and Construction Plans.
- c. If the construction of public improvements is substantially complete, the City shall authorize the applicant to file the Final Plat and may issue building permits. See Sec. 20-04-040(b)(5) Substantial Completion for more information.

(5) Revisions to an Approved Final Plat

- a. No changes, revisions, erasures, or modifications shall be made on the Final Plat, without a replat.
- b. Replats, before acceptance of a subdivision, shall require new Construction Plans, applications, and fees unless determined to be unnecessary by the City Manager or designee due to the nature of the replat and the impacts to the public infrastructure. Construction Plans shall provide sufficient information to address the impact of the replat.
- c. No Final Plat shall be filed and recorded prior to the satisfaction of all requirements and conditions.

(6) Expiration

If the applicant has not filed a Final Plat with the County within three years of the date of approval, the Final Plat shall expire.

(7) Appeal

Any appeal shall be processed in accordance with Sec. 20-02-050(b)(1) Appeal.

(8) Final Plat Submittal Requirements

- a. A Final Plat Application and fee shall be submitted.
- b. The Final Plat shall be provided electronically in PDF format on 24-inch by 36-inch sized pages at a scale that legibly and adequately represents the



information. If more than one sheet is used, all sheets must be indexed and contain an index map showing the relationship of the sheet to the whole.

- c. The Final Plat shall be prepared by, and have the seal of, a professional surveyor. The survey shall be prepared using the city's coordinate system as provided in the Technical Standards and meet the Minimum Standards for Surveying in New Mexico.

(9) Final Plat submittals shall include:

- a. Approved subdivision name;
- b. Date of preparation, north arrow, written and graphic standard engineering scale;
- c. Name and address of developer;
- d. Name and address of person, corporation or organization preparing the Final Plat;
- e. Certification and seal by a Professional Surveyor in accordance with the laws of the state, certifying the accuracy of the survey and the plat, and that the surveyor prepared or supervised the preparation of the plat;
- f. An accurate and complete boundary survey of the land to be subdivided meeting the Minimum Standard for Surveying in New Mexico, NMAC 12.8.2. The boundary survey will include all monuments found accepted/rejected and set. Boundary lines shall be given in bearings (degrees, minutes, and seconds). Distances will be shown in feet to the nearest hundredth. Curved boundary lines will provide sufficient data to be reestablished on the ground and will include central angle, radius, arc length, chord bearing and distance;
- g. Survey meeting the requirements of the city's current Technical Standards;
- h. Total acreage of subdivision to nearest one-hundredth of an acre;
- i. Detailed area/vicinity map showing existing roads, outline of surrounding parcels and existing natural and/or constructed features that may impact the development;
- j. Adjacent land ownership within 100 feet. Note subdivision and/or owner's names and recording information Book, Page and Date;
- k. Tract boundary lines, right-of-way lines of streets, easements and other rights-of- way, and property lines of lots and other sites, with accurate dimensions, bearings or deflection angles, and radii, arcs, and central angles of curves. Lines to be eliminated shall be designated and identified by dashed lines;
- l. Name and right-of-way width of each street or other rights-of-way on or adjacent to the tract;
- m. Number to identify each lot, letter of each block, dimensions of lot lines, and

- acreage or square footage of each lot;
- n. City-assigned addresses of each lot;
- o. Minimum setback limits for each lot;
- p. Traffic Impact Analysis (unless provided with a Preliminary Plat).
  - i. Applicability. A TIA shall be required when a proposed subdivision is expected to generate traffic impacts that may affect the safe or efficient operation of the transportation system, as determined through the City's traffic prequalification process.
  - ii. Traffic Prequalification Form Required. All preliminary plat applications shall include a completed Traffic Impact Analysis Prequalification Form provided by the City. The form shall include, at a minimum, the proposed land use, number of lots or dwelling units, estimated average daily trips, estimated peak-hour trips, proposed access points, and any known transportation or safety concerns.
  - iii. Determination of Required Study. Based on the Traffic Impact Analysis Prequalification Form, the City Engineer shall determine whether additional traffic analysis is required and the required level of study. In most cases, no further traffic study may be required.

| Projected Impact               | Required Study                                                              |
|--------------------------------|-----------------------------------------------------------------------------|
| Fewer than 25 peak-hour trips  | No further study required, unless otherwise determined by the City Engineer |
| 25–100 peak-hour trips         | Focused Traffic Assessment                                                  |
| 100–250 peak-hour trips        | Mid-Level Traffic Impact Analysis                                           |
| More than 250 peak-hour trips  | Comprehensive Traffic Impact Analysis                                       |
| Existing known traffic concern | Focused Traffic Assessment or higher, as determined by the City Engineer    |

- iv. The standards for each type of study shall be included in the City's Technical Standards.
- q. Master Drainage Study (unless already provided with a Preliminary Plat). The purpose of the master drainage study is to identify major drainage ways, ponding areas, locations of culverts, bridges, open channels and drainage basins that are contributory to the proposed study area. In addition, the ability of downstream drainage facilities to pass the developed runoff from the

proposed development must be analyzed in the master drainage study. The master drainage study shall contain a general outline of the proposed drainage routing plans for the development. The digital format of the report contents must be provided (e.g., AutoCAD, HEC-RAS, etc.). The report shall include, but not be limited to, the following information and calculations:

- i. Calculation for peak flow from all offsite tributary drainage areas.
- ii. Calculations for peak flow within the proposed development for all drainage basins larger than 20 acres.
- iii. Preliminary analysis of 100-year floodplain and major drainage ways.
- iv. Closed sub-basin analysis of 100-year floodplain and major drainage ways.
- v. Discussion and analysis of downstream drainage facilities.
- vi. Discussion of anticipated drainage problems within the proposed development and possible solutions.
- vii. Report shall be typed on 8½-inch x 11-inch pages.

Drawings for the master drainage study shall include, but not be limited to, the following:

- Any and all floodplains and flood ways must be identified. A copy of applicable FEMA floodplain map is required indicating limits of current study.
  - Existing topography.
    - For land that slopes less than approximately five percent, show contour lines at intervals of not more than two feet.
    - For land that slopes more than five percent, show contour lines at intervals of not more than five feet.
    - Location and size of existing and proposed open channels, storm drains, retention/detention areas, and other drainage structures.
    - Identification of all drainage basins in the development.
    - Location of all streets in/adjacent to the proposed development.
    - Identification of all drainage basins tributary to the proposed development.
    - Basin maps may be scaled as small as 1 inch = 2,000 feet. Orthophoto maps at a scale of 1 inch = 200 feet are preferred. (Use the most appropriate scale available) Inlet and storm drain size calculations are not required with the master drainage study; therefore, the number of sub-basins analyzed in the report shall be held to the smallest practical amount.
- r. A Title Commitment certified by the title company showing that applicant is the landowner;
  - s. Proof of current tax status with the County Assessor;
  - t. Signed statements by the developer dedicating public rights-of-way and granting all required easements for public use. Include a statement that the subdivision is planned with the free consent of and in accordance with the

desire of the undersigned owner of the land, acknowledged in a manner required for acknowledgment of deeds. The dedication statement shall read as follows;

**DEDICATION**

THE TRACT HEREON IS TO BE KNOWN AS \_\_\_\_\_ SUBDIVISION. ALL RIGHTS OF WAY AND PUBLIC AREAS SHOWN HEREON ARE DEDICATED TO THE CITY OF ALAMOGORDO. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF ALAMOGORDO. ALL RULES AND REGULATIONS OF THE CITY OF ALAMOGORDO AND SAID UTILITIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN HEREON.

- u. Location, dimensions, and purpose of all easements, existing or proposed, and any limitations thereof. For existing easements, provide recording information Book, Number and Date;
- v. Signature block(s) for concurrence by authorized representatives from respective utility companies (water, electric, gas);
- w. Location and dimensions of sidewalks or walking paths;
- x. Location of USPS-approved Neighborhood Delivery and Collection Box Unit, if applicable;
- y. Note stating, "Developer is responsible for utility stub-outs and for providing any appurtenances, meeting city Technical Standards, necessary to provide utility service to the lots contained herein";
- z. Identification of any lots utilizing on-lot ponding/detention.

## **20-04-040 Adequate Public Facilities**

### **(a) Development Agreement**

#### **(1) Purpose**

- a. The developer or owner shall enter into a contract with the city agreeing to abide by, and to comply with, the Final Plat and Construction Plans, as approved.

#### **(2) Applicability**

- a. A Development Agreement shall be needed at the end of a Major Platting Process, after Final Plat and Construction Plans have been approved.
- (3) The developer shall provide an Estimated Cost of Infrastructure Improvements (ECII) to the city for review before a Development Agreement will be executed.
- (4) The contract shall contain, among other provisions, the following:
- a. The developer agrees to provide approved Construction Plans for construction of improvements such as grading, drainage, and ponding that will impact building on individual lots/parcels to each purchaser of lots/parcels.
  - b. Developer shall agree to abide by and comply with the layout, drawings, and reports as finally approved by the City and to complete the subdivision in accordance with the plans and specifications.
  - c. The developer shall agree to supply and install, at the developer's expense, all water lines and sewer lines of approved size, materials and quality within the subdivision in accordance with the current Technical Standards. Developer shall install all materials and appurtenances necessary to service and support the subdivision for a sufficient distance outside the subdivision to connect to the city's sewer and water system, as approved in the Construction Plans.
  - d. The developer shall agree to protect drainage structures, to build bridges, culverts and such other drainage facilities in the area as may be necessary to protect the subdivision, the city, and other lands in the area from floods by reason of such development, as approved in the Construction Plans.
  - e. The developer shall agree to lay and construct all paving, curbs and gutters, and sidewalks, using the current Technical Standards, within five years of staff approval of Final Plat, and to connect such improvements with the existing paving, curbs, gutters, and sidewalks, as approved in the Construction Plans. Required sidewalks shall be completed for the entire block face prior to issuance of the first Certificate of Occupancy for any dwelling or principal building fronting that block face.
  - f. Before and during the Warranty Period, the developer shall agree to repair all damages to water lines, sewer lines, manholes or any other damaged appurtenance at the developer's expense.
  - g. Materials used in performing the work shall meet the current Technical Standard requirements. Material tests and documentation shall meet the requirements of the current Technical Standards. If materials do not meet requirements, the developer will be required to remove deficient materials and reconstruct with materials that meet requirements.
  - h. The developer agrees to provide easement and right-of-way information to purchasers of lots/parcels.
  - i. The developer or owner shall agree that all public infrastructure shall be

subject to inspection, approval, and acceptance by the city and its duly designated agents and/or employees. The developer or owner shall, upon approval of the Construction Plans and specifications for infrastructure installations to be done hereunder, pay to the city the designated fee to compensate the city for inspection services.

- j. The developer shall agree to provide record drawings of public infrastructure improvements for each phase before the subdivision will be accepted by the City.
- k. The developer shall agree that all public infrastructure shall be inspected and accepted by the City before any city utility service will be provided to the lots.
- l. For a period ending one (1) year after the city accepts the subdivision improvements for maintenance, the developer shall agree to make all repairs to the public infrastructure and to replace all defective material or workmanship which may become apparent before or after the subdivision is accepted by the city. No acceptance or approval by the city or other agent or employee shall relieve the developer from these obligations. The city shall not be deemed to have waived any of the requirements of this chapter by virtue of its acceptance of any easement or right-of-way from the developer.
- m. If a drainage basin is needed, it shall be completed as part of the first phase of the subdivision. The developer shall maintain the drainage basin until all phases of the subdivision are complete and the last warranty period ends, then the City shall take on ownership and maintenance of the drainage basin. The City shall assess a maintenance fee that the developer shall pay to the City upon transfer of ownership. This fee shall be included in the City's Fee Schedule. The fee is intended to offset future municipal costs associated with publicly owned infrastructure serving the subdivision.
- n. The Development Agreement shall be recorded with the County Clerk's office along with the Final Plat. The developer shall agree that the Agreement shall be covenants running with the land and shall constitute a lien on the land.

## **(b) Installation and Acceptance of Public Improvements**

### **(1) Public Improvements Required for Final Plat**

Public improvements shall be constructed, installed, inspected, and ready for approval and maintenance acceptance by the Public Works Department and Utilities Department prior to the filing of an approved Final Plat.

- a. Exception: The City Manager and or designee may authorize a delay in the installation of public improvements for up to 24 months following the filing of an approved Final Plat with the County, if a Performance Financial Guarantee is filed with the City.
- i. A Performance Financial Guarantee and a bid from the developer shall be filed with the City, along with a development agreement outlining the

- improvements to be completed, any cost sharing agreements (e.g., oversizing), and other terms as required by the City Manager or designee.
- ii. If required improvements have not been installed within the 24-month period, the City Manager or designee may approve one (1) extension for a time not to exceed six (6) months; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval.
    - 1. Any further extension of time for completion of required improvements shall require approval of the Planning & Zoning Commission.
    - 2. Updated improvement cost estimates and additional performance security may be considered as a condition of any approved extension.
  - iii. If the City determines that the subdivider will not construct any or all of the improvements in accordance with the specifications, the City may withdraw and employ from the deposit of collateral such funds as necessary to construct the improvements in accordance with the specifications.
- b.** Without a Performance Financial Guarantee, no building permits shall be issued within the subdivision until all improvements have been installed and inspected, and a letter of acceptance has been issued to the developer by the City stating the public improvements have met Substantial Completion and a Warranty Financial Guarantee has been provided.
- iv.i.** Exception: The developer shall have five (5) years from approval of Final Plat to complete the ADA-compliant sidewalks. ADA ramps shall be constructed at the time curb and gutter are put in. Required sidewalks shall be completed for the entire block face prior to issuance of the first Certificate of Occupancy for any dwelling or principal building fronting that block face.

## (2) Installation of Public Improvements

- a. Before the developer begins any site grading or physical work on the subdivision, they shall contact the city, per the Written Notification procedures outlined in the current Technical Standards, a minimum of twenty-one (21) calendar days before work starts.
- b. A preconstruction meeting will be held with the developer, contractor(s), and city staff before work can begin.
- c. If work is started before Notice to Proceed (NTP), a penalty shall apply.
- d. Upon approval of all required submittals and following a preconstruction meeting, the City will provide the Developer a NTP to begin site work.
- e. Contractor/developer must provide Materials Submittals for any materials to be used for construction of the public infrastructure for review and approval by the Public Works Inspector or Utilities Inspector. Materials that vary from the



approved construction plans or current Technical Standards, shall only be used through approval via the Technical Standards “Written Notice Procedures” process.

(3) Inspection and Acceptance of Public Improvements

- a. Contractor shall follow procedures as outlined in the current Technical Standards, “Written Notice Procedures” for inspection requests and all communication with the city related to the subdivision construction;
- b. Engineer’s Certifications and as-built drawings are required prior to the release of the developer’s Performance Financial Guarantee. GPS data related to location of underground facilities must be provided and/or the developer’s contractor must allow 24 hours for City staff to capture GPS data before the inspected and approved utility is covered.
- c. Following Substantial Completion, as defined in this article, of public improvements, the developer will notify the city that the improvements are ready for consideration of acceptance;
- d. A site walk-through will be performed by city staff;
- e. A punch list of items that must be addressed will be provided to the developer within ten (10) working days of the walk-through;
- f. After the developer has addressed all punch list items, the developer shall make a written request for acceptance of all public improvements;
- g. Record drawings and a detailed material listing shall be provided;
- h. The City shall inspect the improvements to determine whether the public infrastructure is acceptable and whether it conforms to the approved Final Plat and Construction Plans;
- i. The developer will be notified via electronically-mailed letter as to whether the improvements are accepted.
- j. Upon acceptance by the city the Performance Financial Guarantee will be released.

(4) Substantial Completion

- a. Before consideration of Acceptance of the public improvements; in order to ensure the health, safety, and welfare of city residents and in order to ensure the ability of city departments to deliver required services, the following infrastructure, in their entirety, will be required to be completed:
  - i. Complete roadway sections with subgrade, base course, asphalt paving, curb, and gutter (the developer shall have five (5) years from approval of Final Plat to complete the sidewalks);
  - ii. Complete and electrified street lighting system;
  - iii. Complete water, wastewater, and drainage systems as shown and authorized on the approved construction drawings;

- iv. Electrical and gas utility connections;
  - v. Retaining structures and walls;
  - vi. Any required off-site infrastructure improvements;
  - vii. Installation of mailbox clusters or other USPS-approved mail delivery systems.
- b. Minor punch list items may remain, as determined by the City's Public Works Inspector and Utilities Inspector.

**(5) Warranty Period**

- a. A one (1) year warranty period for the infrastructure improvements shall begin, during which time the improvements remain the developer's responsibility for repairs and maintenance.
- b. Approximately one month prior to the expiration of the one-year warranty period, the City shall forward a notification to all applicable parties. Prior to the completion of the warranty period, the developer shall request in writing a final inspection of the infrastructure improvements.
- c. A city inspection shall take place before the expiration of the warranty period. A punch list of any deficiencies shall be sent to the developer/contractor for correction prior to the warranty expiration date.
- d. If the developer/contractor fails to correct deficiencies in a timely manner, the city reserves the right to call on the developer's Warranty Guarantee.
- e. If all punch list items have been corrected, the subdivision will be accepted for city maintenance. The Warranty Financial Guarantee shall be released.
- f. The developer will be notified via electronically-mailed letter as to whether the improvements are accepted for city maintenance within ten (10) business days following the last city inspection.
- g. The City Manager or designee may formally accept public improvements for city maintenance upon concurrence by Public Works Director, Utilities Director, Fire Department, and Police Department that all requirements have been met.

**(c) Exception Request Requirements**

All requests for exceptions to city ordinances or Technical Standards shall be submitted in writing according to the process outlined in the Technical Standards "Written Notice Procedures". The Exception Request shall go to the City Manager or designee.

Exception requests shall include, at a minimum:

- (1) Development name;
- (2) Requestor contact information;
- (3) Engineer/Architect contact information, if applicable;

- (4) Subject of Exception Request (ordinances and/or Technical Standards);
- (5) Logic and justification for the request with all pertinent information and backup documentation;
- (6) Explanation of why the Exception would benefit the city and its citizens;
- (7) Review fee.

The city will review the Exception Request and provide a response to the requestor via electronically mailed letter. Exceptions will not be approved for the sole purpose of reducing the cost of the subdivision development.

**(d) Fees, Performance Financial Guarantee, Warranty Financial Guarantee and Penalties**

- (1) The following shall be paid by the developer or owner to the city, when applicable:
  - a. Plat Vacation fee
  - b. Right-of-Way Vacation fee
  - c. Summary Subdivision fee
  - d. Preliminary Plat application fee
  - e. Subdivision Development Plan review fee
  - f. Performance Financial Guarantee
  - g. Warranty Financial Guarantee
  - h. Maintenance fee
  - i. Development Inspection fees
  - j. Certificate of Survey fee
  - k. Final Plat application fee
  - l. Exception Review fee
  - m. Penalty for beginning work on subdivision before NTP
- (2) All fee amounts can be found in the City of Alamogordo Fee Schedule available on the City's website.
- (3) The estimated cost of infrastructure improvements (ECII) for a development or phase, for the purpose of determining Performance Financial Guarantee, Inspection Fees, or Warranty Financial Guarantee shall be based on quantities and unit prices. The ECII shall be developed and stamped by a registered professional engineer and approved by the City Manager or designee.
- (4) Performance Financial Guarantee
  - a. Purpose
    - i. To allow the developer to file the approved Final Plat with the

- County and begin constructing homes or selling lots.
- ii. To guarantee the installation of required improvements.
- iii. To protect homebuyers and lot purchasers from being left in a partially completed development with unfinished roads, utilities, or drainage facilities.
- b. The Performance Financial Guarantee shall be provided to the city, which must cover 110% of the approved estimated cost of all public infrastructure improvements. The following forms of Financial Guarantee shall be provided, subject to approval by the City Manager or designee:
  - i. Performance bond. A surety bond acceptable to the city to cover estimated costs of improvements.
  - ii. Escrow account. An account established with a financial institution in the amount of the projected costs of improvements.
  - iii. Irrevocable stand-by letter of credit. Irrevocable authority to draw a draft for the projected costs of improvements.
  - iv. Cashier's check. An amount of Financial Guarantee acceptable to the city to cover the projected costs of the improvements.
  - v. Any other form of Financial Guarantee approved by the City Manager or designee and legal staff.

(5) Warranty Financial Guarantee

- a. Purpose
  - i. To ensure that public improvements remain free from defects and function as intended.
  - ii. To protect the City, future property owners, and taxpayers by providing financial security for the repair or replacement of defective improvements at the developer's expense.
- b. A Warranty Financial Guarantee shall be provided at the establishment of the Warranty Period.
- c. The Warranty Financial Guarantee shall be 10% of the approved estimated cost of infrastructure improvements. The following forms of Financial Guarantee shall be provided, subject to approval by the City Manager or designee.
  - i. Performance bond. A surety bond acceptable to the city to cover estimated costs of improvements.
  - ii. Escrow account. An account established with a financial institution in the amount of the projected costs of improvements.

- iii. Irrevocable stand-by letter of credit. Irrevocable authority to draw a draft for the projected costs of improvements.
- iv. Cashier's check. An amount of Financial Guarantee acceptable to the city to cover the projected costs of the improvements.
- v. Any other form of Financial Guarantee approved by the City Manager or designee and legal staff.

**(e) Public Facilities**

**(1) Streets**

- a. The arrangement of streets in a subdivision shall either:
  - i. Provide for the continuation or appropriate projection of existing principal streets in surrounding areas; or
  - ii. Conform to a plan for the neighborhood approved by the City Manager or designee to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable.
- b. Where a subdivision abuts or contains an existing or proposed arterial street, the city may require marginal access streets, deep lots, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.
- c. Reserve strips controlling access to streets shall be prohibited except where their control is placed in the city under conditions approved by the city. Should these reserve strips become unnecessary due to adjacent development they shall revert to the owner or the owner's assigns.
- d. Reverse curves on arterial and collector streets shall have minimum tangent length of one hundred (100) feet.
- e. When connecting street lines deflect from each other at any one (1) point by more than ten (10) degrees, they shall be connected by a curve with a radius adequate to ensure a sight distance of not less than one hundred (100) feet for local and collector streets and of such greater radii as the city staff shall determine for special cases.
- f. Streets shall be laid out to intersect near as possible at right angles and no street shall intersect any other street at less than sixty (60) degrees.
- g. Street right-of-way widths Shall meet the requirements of the current Technical Standards.
- h. Wherever a one-half ( $\frac{1}{2}$ ) street is adjacent to a tract to be subdivided, the other one-half ( $\frac{1}{2}$ ) of the street shall be platted within such tract.
- i. No street names shall be used which will duplicate or be confused with the names of existing streets. Street names shall be subject to the approval of the City Manager or designee.

- j. Street grades shall comply with current NMDOT design standards with due allowances for reasonable vertical curves.
- k. Sidewalks, meeting current ADA and Technical Standard requirements shall be constructed by the developer and/or contractor;
- l. Streets shall accommodate trash pickup service.
- m. Utility and street improvements shall be provided in each new subdivision in accordance with the current Technical Standards, and in accordance with the comprehensive plan, and all amendments, modifications and/or additions thereto. In any instance in which there is any conflict between or within the Technical Standards, city ordinances and the comprehensive plan, the more stringent requirement shall apply.
- n. Public improvements shall be constructed, inspected, and accepted before the Final Plat is recorded with the County Clerk's Office. Lots may not be sold before Final Plat recording, except for as provided in the alternate processes as defined in this article.

## (2) Blocks

- a. The lengths, widths and shapes of blocks shall be determined with regard to:
  - i. Provision of adequate building sites suitable to the special needs of the type of use contemplated and meeting all ordinance requirements.
  - ii. Need for convenient access, circulation, control, and safety of street traffic.
  - iii. Block lengths longer than one thousand eight hundred (1,800) feet shall provide emergency vehicle turnarounds with a fifty-foot radius at property line.
  - iv. Pedestrian crosswalks, meeting the current Manual on Uniform Traffic Control Device (MUTCD) standards, shall be installed at required intersections.

## (3) Lots

- a. The lot size, width, depth, shape and orientation, and the minimum building setback lines shall meet all city ordinances and the Technical Standards. Lot dimensions shall conform to the requirements of all city ordinances and the Technical Standards
- b. Depth and width of properties reserved or laid out for commercial or industrial purposes shall comply with all city ordinances and Technical Standards.
- c. Corner lots for residential use shall have extra width to allow appropriate building setback from and orientation to both streets, meeting all city ordinances and Technical Standards.
- d. Each lot shall have access to an adjacent public street, by means of direct access or an easement.

- e. Double frontage lots shall be avoided, except where it is essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation.
- f. Side lot lines shall be substantially at right angles or radial to street lines.

**(4) Parks**

- a. All subdivision parks shall be reviewed by the Parks and Recreation Department.
  - i. Review by the Parks and Recreation Department shall occur during the staff review period of a subdivision development plan.
  - ii. If an application does not require a subdivision development plan, Parks and Recreation review shall occur during the staff review period for a Preliminary Plat.
- b. It shall be the responsibility of the developer to provide irrigation for a subdivision for any and all parks and landscaping.
- c. The City shall not accept subdivision parks nor shall the City maintain subdivision parks, nor landscaping outside of the right-of-way.

**(f) Monuments**

- (1) Monuments shall be placed at all block corners, angle points, points of curves in streets, and at all property corners. Such monuments shall be made of metal at least one-half ( $\frac{1}{2}$ ) inch in diameter and sixteen (16) inches long with the surveyor's license number on a cap affixed to the top of the rebar.
- (2) Monuments shall meet the requirements as set forth in the current Minimum Standards for Survey in New Mexico.

**(g) Easements**

- (1) Easements across lots or centered on rear or side lot lines shall be provided for utilities where necessary.
- (2) Drainage easements shall be provided to meet the requirements of the Technical Standards. If there are conflicting requirements within the Technical Standards, city ordinances, or other jurisdictional agencies, the most stringent requirements shall apply. Existing detention ponds or drainage channels may be used for flood control, as approved in the Construction Plans and Final Plat.

**(h) Municipal liens**

Parcels of land which have been assessed for street, water, sewer, or other improvements may be subdivided under the following conditions:



- (1) Payments on the assessment lien must be current.
- (2) The submission of documents to the City Manager or designee must include a division of the outstanding assessment among the lots proposed to be created by the subdivision.
- (3) Upon the transfer of any lot in the newly created subdivision by any method, the assessment against the lot to be transferred must be paid in full.

## ARTICLE 20-10 – DEFINITIONS

Access or access way – A public or private street by which pedestrians and vehicles shall have lawful and usable ingress and egress to adjacent property.

Alley – A public way, other than a street, intended for secondary access and service to the rear or side of the property.

Block – A unit of land bounded by streets or by a combination of streets and public land, right-of-way, or any other barrier to the continuity of development.

Buildable area – The portion on a lot remaining after required setbacks and open spaces have been accounted for.

Building setback – The distance on private property established by ordinance or plat, which regulates the location of buildings or structures as they relate to the site property lines.

Building site – The ground area for a building or structure, together with all yards and open spaces.

Commercial unit development – A platted lot, zoned for commercial, manufacturing, or industrial uses, which is further divided into more than one (1) lot, and where all added lots are provided access to a public or private street through a private easement.

Commission, city – The governing body of the city.

Commission, county – The governing body of the County of Otero.

Commission, planning and zoning – A body with the power, authority, jurisdiction and duty to enforce and carry out the provisions of law relating to planning, platting and zoning.

Common open facilities – The facilities in a subdivision in which the owners have an undivided interest.

Completed Subdivision – Public improvements have been constructed, inspected and accepted by the city. Final plat has been recorded with the Otero County Clerk. Record drawings have been submitted and accepted for completeness, accuracy, and format;

Comprehensive Plan - The current planning document officially adopted by the city, containing the goals, objectives, and policies pertaining to land use, community facilities, infrastructure, transportation, housing, and other subjects related to the development of the city.

Contractor – Any entity that is engaged by the developer to install public and/or private improvements.

Construction Plans – The plans required by the city for construction and installation of public improvements necessary to provide required services for proper development; including but not limited to, plans for grading, drainage, water and sewer infrastructure, open space, fire hydrants, streets, sidewalks, permanent signing, and lighting.

Current – That which is in effect at the time of approval.

Cul-de-sac – A local street with only one (1) outlet having a proper terminus for the safe and convenient reversal of traffic movement.

Drainage area - The land area that contributes stormwater runoff to a specific point, facility, or drainage system within or affecting the subject property.

Drainage basin – A naturally defined geographic area within which all precipitation collects and drains to a common outlet, such as a river, stream, arroyo, or other waterbody.

Dedication – The offer and acceptance of an interest in property to the city for public use.

Developer – Any entity dividing or proposing to divide land to create a subdivision.

Development agreement – A contract between the city and an entity who owns or controls property, detailing the obligations of both parties and specifying the standards and conditions that will govern development of the property.

Driveway, private – A vehicular way, not serving more than one (1) lot or parcel of land.

Driveway, common – A vehicular way serving more than one (1) lot or parcel of land.

Easement, private – A right-of-use granted for the limited use of private landowners and where use and maintenance of such area is governed by an agreement which runs with the land and

is recorded with the Otero County Clerk

Easement, public – An easement dedicated for use by the public, which is included within the dimensions or areas of lots or parcels.

Effective Date: - Each amendment of this Code shall become effective as stated on applicable ordinance, unless the City Commission specifies a different effective date.

Estimated cost of infrastructure improvements (ECII)– The estimated cost for the construction of all the public infrastructure in a subdivision, providing quantities and unit prices, developed and stamped by a licensed professional engineer, and reviewed by the city.

Existing property – Any piece of land that has been platted or described by metes and bounds.

Extra-territorial jurisdiction (ETJ) – The area within five (5) miles outside of the corporate limits of the city.

Filing – The process by which an entity or person makes application to the city, which application meets all the submission requirements.

Frontage – The line where a parcel of land, lot or site is adjacent to and contiguous to an easement or right-of-way either private or public.

Grade – The slope of any surface specified in terms of elevation and/or slope percentage.

Grading – Any disturbance of the surface of the land with earth moving equipment.

Homeowner Association (HOA) – A community self-governance structure of a development or subdivision.

Improvement – Physical infrastructure and facilities that are constructed, installed, or modified to serve the subdivision and to meet public health, safety, and welfare standards.

Intersection – The location where two (2) or more streets cross at grade.

Lot – A piece of land delineated for the purpose of improvement or sale meeting the requirements of this article.

Lot area – The total area, measured in a horizontal plane, within the lot lines of a lot, expressed in either acres or square feet.

Lot, corner – Lot located at the intersection of two (2) or more streets.

Lot depth – The average distance from the rear lot line to the front lot line, or if there is no rear lot line, the average distance between the front line and the intersection of two side lot lines.

Lot, double frontage – Any lot that has frontage on two (2) public streets which are nonintersecting.

Lot, flag – A lot, because of inherent limitations, lacks frontage except for access provided by way of a narrow projection of the lot to the street.

Lot, interior – Any lot that has frontage on one (1) street only.

Lot line – Any line that is a legal boundary of a lot as herein defined.

Lot, substandard – A lot that has less than the minimum area or minimum dimensions required in this article or for the zoning district in which the lot is located.

Lot width –

1. For lots with a consistent width from front to rear lot line, the horizontal distance between the side lot lines, measured along a straight line parallel to the front lot line.
2. For corner lots or irregular lots, the length of a line between the two side lot lines, measured at the front building setback line, and at right angles to an axis connecting the midpoints of the front lot line and the rear lot line.

Metes and bounds – A method of describing the boundaries of land by bearings and distances from a known point of reference.

Notice to Proceed (NTP) -Written notice from appropriate city authority to owner, developer, and/or contractor allowing work to begin.

Pedestrian way – A specifically designated place, means, or way by which pedestrians are provided safe, adequate, and usable circulation; normally provides access through the interior of a property or development. Does not include street or vehicular easement or right-of-way or required sidewalk along a street or vehicular way.

Performance Financial Guarantee (PFG) – Payment made to the city in an acceptable form for 110% of the approved estimated cost of infrastructure improvements to ensure the subdivision is developed as approved by the subdivision approval process.

Phased development – Development of a subdivision in successive parts as approved by the city, per Subdivision Development Plan.

Planning Authority – The person or persons designated as the approving authority for development within the city.

Plat – A map, drawn to scale and certified by a licensed surveyor, depicting how a parcel of land is divided. A plat identifies the boundaries and features of the land.

Plat, certificate of survey – A replat following the current version of New Mexico Statute Chapter 3 Article 20-2 “Subdivisions”, setting forth the legal description of tracts resulting from replat, approved by the City Manager or designee and recorded with the Otero County Clerk.

Plat, correction – A plat, which may be administratively processed when the City Manager or designee determines that the plat is correcting an error in the original plat. Affidavits prepared by the original surveyor and recorded with the Otero County Clerk, with city approval, are also acceptable methods of correcting minor plat errors.

Plat, Final – The plat that may be formally processed for final consideration by the City Manager or designee and subsequently recorded with the Otero County Clerk.

Plat, Preliminary – The map or plan tentatively describing the parcel of land, submitted for city staff review to allow incorporation of changes of design, street alignment and widths, lot arrangement, size, and other design considerations.

Plat, Summary – A plat that meets the Summary Subdivision criteria as defined in this article.

Plat, Vacated – A subdivision, which is vacated through procedures described in this article, and is thereby made legally void.

Public right-of-way – The property dedicated to and accepted by the approving authority, for use by the public.

Recording – The act of filing a document with the Otero County Clerk, thereby rendering it an official record.

Replat – To re-subdivide all or part of a recorded subdivision, which does not require the vacation of an entire preceding plat.

Reserve strip – A strip of land running along a street, perpendicular across a street right-of-way, or at the end of a street right-of-way that is deeded permanently or temporarily to the city as a condition of a subdivision agreement. The reserve strip is used as a means to legally control development until such a time that the subdivision requirements are met or prohibit the development of lands not yet approved through the formal process. Subsequent lifting of the reserve strip shall result in the reversion to the developer.

Sewage disposal system, on-site – One (1) or more systems of treatment devices and disposal facilities that are used only for disposal of sewage produced on the site where the system is located.

Sewage facilities – The devices and systems which transport domestic wastewater from

residential or commercial property, treat the wastewater, and dispose of the treated water following the minimum state standards.

Street, arterial – Refer to Street Functional Classifications as presented in the Alamogordo Comprehensive Plan and Transportation Plan

Street, collector – Refer to Street Functional Classifications as presented in the Alamogordo Comprehensive Plan and Transportation Plan

Street, local – Refer to Street Functional Classifications as presented in the Alamogordo Comprehensive Plan and Transportation Plan

Street, public – The land dedicated to the use of the public and which has been accepted for maintenance and control by the city, county, or state.

Street centerline – The line midway between the width of the street or outside lane stripes.

Street, stub – A street that has been designed to allow for the future extension of the street through subsequent subdivisions (see reserve strip).

Subdivision – The division of land into two (2) or more parts by platting or by metes and bounds description into tracts.

Subdivision boundary – The area that is subject to city review for development and related matters.

Subdivision Development Plan (SDP) – A conceptual plan for development of large (>30 lots) and/or phased developments.

Technical Standards, City of Alamogordo – The current detailed standards identifying minimum requirements for the design and construction of subdivisions, utilities, streets, and improvements inside the public right of way.

Technical Review Committee – Representatives from multiple city departments that review development plans for the purpose of upholding the interests of public safety and for compliance with city standards and ordinances.

Warranty Financial Guarantee (WFG) – Payment made to city to ensure required work during the Warranty Period is performed.

Warranty period – One year timeframe after substantial completion of infrastructure improvements, during which time the improvements remain the developer's responsibility for repairs and maintenance.

**Severability Clause.**

The provisions of this ordinance are severable, and if any provisions of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the ordinance which can be given effect without the invalid provisions or applications.

**Repeal Not to Affect Pending Matters.**

Nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

DONE this \_\_ day of \_\_\_\_\_, 2026.

CITY OF ALAMOGORDO, NEW MEXICO  
a New Mexico Municipal Corporation

By: \_\_\_\_\_  
Sharon McDonald, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Stockwell, ICMA-CM, City Manager



# AGENDA REPORT

## CITY OF ALAMOGORDO CITY COMMISSION

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**Meeting Date:** 7/28/2026

**Report Date:** 07/19/2026

**Report No:** 11.

**Submitted By:** Shelley Dowhanik-Baron

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**Subject:** Consider, and act upon, Resolution 2026-26 creating a Mayor's Youth Advisory Commission (*Shelley Dowhanik-Baron, Community Development Director*) **(Roll Call Vote Required)**

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact: none

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**Recommendation:** Adopt a resolution creating the Mayor's Youth Advisory Commission (attachment)

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**Background:** The Mayor's Youth Advisory Commission (MYAC) is an initiative designed to empower high school students to help shape the future of our city. The MYAC will involve Alamogordo youth in community decision-making, leadership development, and future planning for the City of Alamogordo. The MYAC will provide youth with meaningful opportunities to learn how local government works while contributing their ideas, energy, and perspectives to issues that affect the community.



## Program Proposal

presented to

**Sharon McDonald**  
**Mayor**  
**City of Alamogordo, NM**

Prepared by

Shelley Dowhanik-Baron  
Vesta Sherrie Edmonds

*The Mayor's Youth Advisory Commission is a new initiative designed to empower high school students to shape the future of our city. This leadership and civic engagement program offers students a unique opportunity to:*

*Advise the Mayor on youth-related issues  
Collaborate with local government officials  
Develop leadership and communication skills  
Take action on real community challenges*

## Summary

The Mayor's Youth Advisory Commission (MYAC) is formed to actively involve high school students in **community decision-making, leadership development, and future planning for the City of Alamogordo**. The Commission provides youth with meaningful opportunities to learn how local government works while contributing their ideas, energy, and perspectives to issues that affect the community.

### **Purpose**

*To empower youth as **leaders, volunteers, peer mentors, and engaged community members**. MYAC is dedicated to strengthening Alamogordo by addressing issues that impact local teens and the broader community, while preparing young people for future civic and leadership roles.*

The goal of this Commission is to invest in the next generation of community leaders by providing opportunities in leadership development, government affairs, community service, and long-term planning for Alamogordo's future.

### **Mission**

*The mission of the Mayor's Youth Advisory Commission is to **serve the common good of the Alamogordo community by providing a strong and representative voice for the city's youth**, while:*

- Organizing and participating in constructive community service projects
- Strengthening relationships among students, city leadership, and community organizations
- Building a sense of unity and civic pride among Alamogordo's youth
- Encouraging youth participation in local government and civic affairs
- Serving as a resource to the Mayor of the City of Alamogordo upon request.

## Sample Recruitment Flyer



### **Your Voice. Your City. Your Future.**

Are you a high school student who cares about your community? Do you want to develop leadership skills, earn service hours, and help shape the future of Alamogordo? The Mayor's Youth Advisory Commission (MYAC) is your opportunity to get involved, be heard, and make a real impact.

#### What Is MYAC?

The Mayor's Youth Advisory Commission is a group of motivated Alamogordo high school students who advise the Mayor on issues affecting youth and the community. Members learn how local government works and explore civic involvement opportunities through workshops and guest speakers while actively contributing ideas, service, and leadership.

#### MYAC Purpose

To empower youth as: Leaders | Volunteers | Peer mentors | Engaged community members  
MYAC is dedicated to strengthening Alamogordo by addressing issues that matter to local teens and helping build a vibrant future for our city.

#### MYAC Mission

To serve the common good of the Alamogordo community by providing a strong youth voice while:

- Organizing and participating in meaningful community service projects
- Strengthening relationships among students, city leaders, and community organizations
- Building unity, civic pride, and leadership among Alamogordo's youth
- Encouraging youth participation in local government and civic affairs
- Serving as a resource to the City of Alamogordo upon request

#### **Who Can Apply?**

Open to all Alamogordo students (grades 8–12), committed to represent the diverse voices of our youth.  
Students interested in leadership, service, government, or community issues.  
No prior experience required—just curiosity and commitment.

#### **Why Join MYAC?**

Build leadership and communication skills.  
Learn how city government really works.  
Earn community service hours.  
Strengthen college, scholarship, and job applications.

*Make a positive difference in your community*

## **Step up. Speak out. Help shape Alamogordo's future.**

Interested? Scan for more information or to apply  
Deadline August 24, 2026



**Youth Leadership  
Community Decision-Making  
Civic Engagement**

*Join Mayor McDonald and build a  
vibrant future for Alamogordo*

*Add your Voice*



Students Grade 8-12  
No experience required

*[www.alamogordo.gov/MYAC](http://www.alamogordo.gov/MYAC)*



**SHARON MCDONALD**  
Mayor, City of Alamogordo

## **MYAC Composition**

- Mayor Sharon McDonald
- Liaison/Facilitators/Mentors
  - e.g., Community youth leaders and volunteers; City staff (Recreation Coordinator, City Attorney, Community Services, Public Information Departments)
    - Liaisons/Mentors will: assist MYAC with administration duties; guide MYAC Executives in effective meeting practice; bridge communication and collaboration between MYAC and City departments; support coordination of community service efforts; event planning; assist with workshops; other
- 16 Youth Commissioners selected by the Mayor
  - 3 Commissioners from each of grades 8-12
  - 1 Commissioner (freshman) from NMSU-A
  - Executives elected from Commissioners including:
    - Chair
    - Vice-Chair
    - Secretary
    - Treasurer
    - Media Coordinator

Mayor's Youth Advisory Commission members shall serve without pay.

### **Responsibilities and Authority of Chair**

- Lead all meetings of the Mayor's Youth Advisory Commission
- Prepare all agendas for the Commission meetings with the assistance of the staff liaison(s)
- Motivate individual members and recognize each member's contribution to the Commission
- Delegate appropriate tasks or responsibilities to individual Commission members
- Network with student councils and other youth organizations
- Make presentations to City Commission with the assistance of the staff, liaison(s), mentors
- Attend City Commission meetings and participate in an advisory capacity when appropriate. A designate may be assigned as required
- Represent the Mayor's Youth Advisory Commission at any social functions or other meetings where the Mayor's Youth Advisory Commission's attendance is required
- Call additional meetings in consultation with the staff liaison(s) as necessary
- Lead workshops/public meetings, as required.

### **Responsibilities of Vice-Chair**

- Assume all responsibilities for the Commission Chair in their absence
- Oversee all work of the Commission and foster a positive line of communication with Commission members
- Supervise attendance of Commission members at their respective meetings in consultation with the Commission Chair and staff liaison.

### Responsibilities of Secretary

- Take minutes for all Commission meetings and email to the staff liaison
- Ensure Commission meeting summaries are clear and concise. Motions must be recorded
- Record names, addresses, email addresses and phone numbers of Commission members
- Responsible for the official correspondence of the Commission
- Mark the attendance of Commission members at all meetings
- Mark the attendance of Commission members at all events
- Advise the Chair and the Staff liaison of any Commission members that have missed (3) meetings.

### Responsibilities of the Treasurer

- Manage and track the Commission's budget and financial records
- Maintain accurate and detailed records of all financial transactions
- Collaborate with city officials regarding funding procedures and requirements
- Ensure all financial matters are handled transparently
- Pursue MYAC community sponsors and other sources of funding (banks and credit unions, local medical providers, realtors, insurance and construction companies, restaurants and retail stores, service clubs (Rotary, Kiwanis, Lions), grants).

### Responsibilities of Media Coordinator

- Maintain an active and professional social media presence for MYAC on Instagram and Facebook, and a MYAC website
- Create or assist in the creation of posts, advertisements, posters, etc. for MYAC initiatives
- Schedule the release of social media posts to ensure maximum reach
- Propose advertising strategies to help posts reach a larger audience
- Produce an annual report in collaboration with the Treasurer of MYAC activities and achievements, to be presented to the City Commission

### Responsibilities of all Commission Members

- Attend all meetings, including those of your chosen sub-Commissions
- Participate on a minimum of one (1) and a maximum of three (3) sub-Commissions
- Play an integral role to the Commission by actively participating and contributing to projects/ special events coordinated by the Commission
- Notify the Chair of the Commission and the staff liaison of their absence from a meeting if they are unable to attend
- Propose to the Mayor's Youth Advisory Commission projects and plans designed to assist in the fulfillment of the purposes of the Mayor's Youth Advisory Commission
- Contribute to MYAC in a positive way throughout their term.



## Meetings

- Once per month (2nd Monday) at Dudley School Community Center
- After school (4:45 pm - 6:00 pm); 75 minutes +/-
- Meetings are directed and run by MYAC Executive (follow Roberts Rules of Order, Youth Commissioners draft by-laws and set agendas).

### Sample MYAC Meeting Agenda

- I. Call to Order (Chairperson): Welcome, ice-breaker, attendance check, and quorum verification.
- II. Approval of Minutes (Secretary): Review and approve minutes from the last meeting.
- III. Officer Reports:  
Chairperson: Updates on administration meetings and upcoming events.  
Treasurer: Current budget, expenses, and fundraising status.  
Secretary: Correspondence received.
- IV. Subcommission Reports
- V. Old Business: Discussing postponed items or ongoing projects from previous meetings.
- VI. New Business  
Voting on new initiatives, policy suggestions, or event proposals.
- VII. Open Forum: Student ideas, concerns, Call to Action plans, workshops or guest speaker presentations.
- VIII. Adjournment: Official close of the meeting. Wrap-up Activity.

### Ideas for Meetings

1. Icebreaker & refreshments
2. Guest Speakers: Influential community members and organizations
  - Alamogordo Main Street
  - Chamber of Commerce
  - City/County Commissioners
  - Journalists/Media
  - Sacramento Mountains Foundation
  - NMSU-A faculty
  - HAFB
  - Local Businesses
  - Service Organizations
  - City Manager
  - City Police and Fire Departments
  - Other
3. Sample Workshops for Onboarding/RRO/Training
  - Effective meetings protocols
  - Local government structure and civic engagement
  - Policy analysis and development
  - Advocacy and public speaking
  - Goal Setting
  - Survey and community outreach
  - Media literacy
  - Financial literacy
  - Community safety
  - Non-profit panel pitches
  - Tours and field trips
  - Event Planning
  - Entrepreneurship (SBDA)
  - Job readiness and workplace culture
  - Youth healthy living and wellness

## **Sample MYAC Community/Volunteer Projects**

Activities for the Boys and Girls Club  
City/County Animal Shelter  
First Responders' Christmas Dinner  
Breakfast/Photos with Santa Event  
Easter Egg Hunt  
Toy Drive  
Special Olympics activities (trunk or treat, socials, fishing tournament, "Palentines" party, etc.)  
Visiting Nursing Homes to hand out Goodie Bags  
Read in the Park Day for preschoolers and families  
Youth mental health  
Host city-wide forums for local youth on topics such as discrimination, bullying, law enforcement interaction, healthy living or other youth-identified issue of concern  
Community Clean-ups  
Senior center volunteering  
Senior companion home visits  
Tutoring or mentoring youths, such as Big Brother/Big Sister programs  
Organizing drives such as food, clothes, school supplies or holiday gifts  
Volunteering at a food bank or shelter  
Organize a "Careers in Local Government" day  
Promote civic involvement of local youth by spearheading civic-minded clubs/organizations  
Interact with city officials, provide input on municipal issues  
Attend or host city/county/community forums, conferences or events to represent the youth perspective  
Advocate for particular development projects on behalf of local youth  
Plan and organize fundraising events for youth-related projects and/or charitable causes  
Sponsor/attend workshops on leadership, goal setting and public speaking  
Tour municipal facilities to become familiar with government work through hands-on, activities  
Opportunities for youth to socialize outside of Commission meetings  
Plan scavenger hunts, team challenges and other opportunities to work together  
Angel Tree coordinated with a non-profit  
Food Drive  
Car Wash Fundraiser  
Youth Lobby Day at the Capitol  
Job Shadowing (Mayor's Proclamation of Youth Job Shadowing Day)  
Hospital Volunteering  
Small Business Assisting  
Collaborative Activities with Holloman Air Force Base  
Non-Profit Panel Pitches  
Children's museum

**AGENDA FOR MEETING OF THE  
MAYOR'S YOUTH ADVISORY Commission**  
**(Date and time)**  
**CITY HALL, ALAMOGORDO, NM**

**CALL TO ORDER** *(liaison/facilitator)*

**PLEDGE**

*(Item 1 to be included in future meetings:*

**1. VISITORS / CITIZENS FORUM**

*Any citizen with business not scheduled on the agenda may speak to the Commission. No deliberation or action can be taken on these items because the Open Meetings Act requires an item be posted on an agenda 72 hours before the meeting. Visitors are asked to limit their presentation to three minutes.)*

**2. WELCOME**

2A. Welcome and Introductions by Mayor McDonald.

2B. Individual Member Introductions *(icebreaker, chuck the chicken, refreshments)*

2C. Overview of Commission goals, policies and procedures and future meeting format.

**3. TOUR OF CITY HALL**

**4. DISCUSSION AND POSSIBLE ACTION**

4A. Discuss Commission priorities for the 2026-2027 school year.

4B. Election of Executives: Chair.

4C. Election of Executives: Vice-Chair.

4D. Election of Executives: Secretary.

4E. Election of Executives: Treasurer.

4F. Election of Executives: Media Coordinator.

4G. Appoint Alternates for each of 4B through 4F to act as voting executives in the absence of the elected executive.

**5. ITEMS FOR FUTURE AGENDAS**

**6. ANNOUNCEMENTS**

**7. ADJOURNMENT** *(wrap-up activity: affirming notecards)*

*Sample City Commission Resolution Establishing MYAC*

RESOLUTION\_\_\_\_\_.  
A RESOLUTION OF THE CITY OF ALAMOGORDO, NEW MEXICO  
CREATING THE MAYOR'S YOUTH ADVISORY COMMISSION

WHEREAS, A Youth Advisory Commission can promote community service and foster a better understanding among young people of how municipal government works while providing leadership training, mentorship and other service opportunities; and

WHEREAS, a Youth Advisory Commission is an excellent means of promoting regular and active civic engagement among young people, which is vitally important to provide the knowledge, skills and abilities to the next generation of local leaders; and

WHEREAS, the mayor of the City of Alamogordo seeks the input of a diverse cross-section of Alamogordo youth on community matters, and wishes to promote meaningful participation, community service, and leadership opportunities for Alamogordo youth; and

WHEREAS, as such, the City of Alamogordo desires to create a Mayor's Youth Advisory Commission; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF ALAMOGORDO, NEW MEXICO, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Creation of the Mayor's Youth Advisory Commission. The City Commission hereby creates a citizens Commission, to be known as the Alamogordo Mayor's Youth Advisory Commission, to advise and make appropriate recommendations to the Mayor regarding issues of special interest to youth within the City.

Section 3. Composition of the Commission. The Mayor's Youth Advisory Commission shall consist of 16 (sixteen) students representing a diverse cross-section of Alamogordo's youth, and shall be recommended and appointed by the Mayor as follows:

- Three (3) student(s) for each of grades 9-12 attending Alamogordo High School and/or Sacramento School of Engineering and Science and/or homeschooled; and
- One (1) 8th grade student attending each Alamogordo middle school (Chaparral, Holloman, Mountainview) and/or homeschooled; and
- One (1) NMSU-A freshman.

MYAC members will selected though a broad recruitment, application and interview process and shall comprise a diverse representation of the youth of Alamogordo. MYAC activities shall be guided by values including: integrity and honesty; courage and optimism; objectivity and respect; altruism and personal responsibility.

Section 4. Effective Date. The Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Sharon McDonald, Mayor

Attest:  
Approved as to Form:

\_\_\_\_\_  
Rachel Hughs, City Clerk

## **Framework for By-Laws**

Governance of MYAC will be decided by Youth Commissioners who will be responsible for establishing By-Laws. The purpose of Mayor's Youth Advisory Commission (MYAC) By-Laws is to institute a formal structure, operational framework, and governing rules for a group of young people who advise local government officials. These bylaws define how the Commission acts as a liaison between youth and policymakers to influence local legislation, community planning, and policy decisions.

Sample by-laws are provided on the following pages.

**BY-LAWS  
OF THE MAYOR’S YOUTH ADVISORY COMMISSION  
OF THE CITY OF ALAMOGORDO, NEW MEXICO**

(Adopted/Amended \_\_\_\_\_)

WHEREAS the Youth of the City of Alamogordo (hereinafter “the City”) constitute an underutilized source of ideas, knowledge and experience with respect to the City and its affairs; and

WHEREAS the Mayor of the City of Alamogordo (hereinafter “the Mayor”) desires and seeks input from the youth into the affairs and issues of the City through a Mayor’s Youth Advisory Commission; and

WHEREAS the students of Alamogordo High School, Sacramento School of Engineering and Science, Chaparral Middle School, Holloman Middle School, Mountainview Middle School, NMSU-A and homeschooled students are willing to devote their time and energy to improving the City and the community through a Mayor’s Youth Advisory Commission;

NOW THEREFORE, the Mayor and the City Commission of the City of Alamogordo hereby establish the Mayor’s Youth Advisory Commission (hereinafter “MYAC”) and adopt the following By-Laws.

**ARTICLE I. INTENT**

The intent in preparing and adopting these By-Laws is to provide a framework for organization of the Mayor’s Youth Advisory Commission, its actions and agenda. MYAC activities shall be guided by values including: integrity and honesty; courage and optimism; objectivity and respect; altruism and personal responsibility. Mayor’s Youth Advisory Commission members shall serve without pay.

It is not the intent of the City, or the officers and members hereinafter described to create a legal entity of any sort including without limitation, a corporation, non-profit corporation, limited liability company, partnership nor any other business, public or quasi-public entity.

**ARTICLE II. OFFICES**

The principal location of the Mayor’s Youth Advisory Commission shall be at Dudley School Community Center, 523 Maryland Avenue, Alamogordo, NM. The Mayor’s Youth Advisory Commission may have such other offices as the Executive Commission may designate or as the business of the Mayor’s Youth Advisory Commission may require from time to time.

**ARTICLE III. MEMBERS**

Section 1. **Regular Meetings.** The Mayor’s Youth Advisory Commission shall hold nine (9) regular meetings during the school year, one in each of the months between September and

May of the school year. The meetings shall be held on the second Monday of the month at 4:45 p.m. unless otherwise noticed pursuant to these By-Laws.

Section 2. **Special Meetings.** Special meetings of the members, for any purpose or purposes, may be called by the Executive Commission.

Section 3. **Place of Meeting.** The Executive Commission may designate any place as the place of meeting for any meeting called by the Executive Commission. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal location of the Mayor's Youth Advisory Commission.

Section 4. **Notice of Meeting.** Written or printed notice stating the place, day and hour of the regular meeting shall, unless otherwise prescribed by statute, be delivered not less than 5 business days nor more than thirty (30) days before the date of the meeting, either personally, by e-mail, or by regular mail, by or at the direction of the chairperson or the secretary, to each member of record entitled to vote at such meeting. Further, reasonable notice shall be provided to the general Commission and the public no less than 5 business days prior to any regular meeting at the Alamogordo Public Library and on the MYAC website/social media page(s). The notice of a regular or special meeting of the Mayor's Youth Advisory Commission shall specify the purpose of the meeting, including amendment to these By-Laws, or business to be transacted at such meeting and the agenda to be considered.

Section 5. **Quorum.** At least five (5) Executive Commission members entitled to vote shall constitute a quorum at a meeting of the members. If less than a quorum of such members is represented at a meeting, the members present shall adjourn the meeting. The Executive voting members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, but only if a quorum was present at the time the agenda has been approved and attendance of the members has been taken. If a quorum is present at the time the agenda has been approved and attendance of the members has been taken, a majority of the Executive members comprising the quorum is required for the Mayor's Youth Advisory Commission to take action upon any item set forth in the approved agenda. Should the votes be evenly split, the Mayor shall cast a deciding vote.

Section 6. **Proxies.** At all meetings of members, an Executive member may vote by proxy executed in writing by the member. Such proxy shall be left with the secretary prior to or at the time of the meeting.

Section 7. **Membership and Voting Rights.** Membership on the Mayor's Youth Advisory Commission Executive shall be comprised of five (5) voting members and five (5) alternate members.

All Executive (voting) members and general members shall attend regular meetings. The Mayor's Youth Advisory Commission may have up to 15 general members. Guests are encouraged to attend.

Members shall serve until they resign or are otherwise ineligible for membership under these By-Laws. Nominees to fill vacancies in the voting and alternate membership shall be made by the existing Executive Commission members from the school with the vacancy. If there is no Executive Commissioner from a school with a vacancy in voting or alternate membership, the



members from that school shall make the nomination. Nominations for membership shall be subject to confirmation of the City Commission.

Members from each grade shall designate their voting and alternate members at the first regular meeting of the new school year which designation shall last for approximately one (1) year until the first regular meeting of the next school year. Provided, however, that any underclassman who is a voting member shall remain, at his or her election, a voting member in subsequent years. In the absence of a voting member at any meeting, and where the absent voting member has not arranged to vote by proxy pursuant to Section 6 of this Article, an alternate from the same school shall be deemed a voting member for that meeting.

**Section 8. Termination of Membership.** Any member of the Mayor's Youth Advisory Commission may resign at any time, provided, however, that for courtesy and efficiency purposes, notice of resignation shall be in writing and copies given to the chairperson and the Mayor. Any member of the Mayor's Youth Advisory Commission shall be deemed to have voluntarily resigned his/her membership automatically upon the occurrence of any of the following: 1) failing to be present at any three (3) or more regular meetings, unless a reasonable excuse acceptable to both a majority of the Executive Commission and the Mayor is provided; 2) failing to be enrolled Alamogordo High School, Sacramento School of Engineering and Science, Chaparral Middle School, Holloman Middle School, Mountainview Middle School, or a homeschool program; and 3) failing to maintain good standing at the school in which such member is enrolled; provided, however, that a graduating senior may retain membership on the Mayor's Youth Advisory Commission through August following such senior's graduation.

**Section 9. Foreign Exchange Students.** The voting members may elect one (1) foreign exchange student to serve as a voting member of the Mayor's Youth Advisory Commission. The election shall be valid for one (1) school year. The foreign exchange student must be qualified as a general member by enrollment in Alamogordo High School, Sacramento School of Engineering and Science, Chaparral Middle School, Holloman Middle School, or Mountainview Middle School. Presence of any foreign exchange student voting member shall not be required for a quorum.

#### ARTICLE IV. EXECUTIVE COMMISSION

**Section 1. General Powers and Duties.** The business and affairs of the Mayor's Youth Advisory Commission shall be managed by the Executive Commission. The Executive Commission shall be responsible for planning the agenda for the school year and for each of the regular meetings of the Mayor's Youth Advisory Commission, setting and proposing potential Subcommissions, and discharging any other responsibilities assigned by the Executive Commission or determined by majority vote of a quorum of the members of the Mayor's Youth Advisory Commission.

**Section 2. Number, Tenure and Qualifications.** The number of executives on the Executive Commission shall be five (5) members of the Mayor's Youth Advisory Commission. Executives shall be elected by secret ballot at the last regular meeting of the members of every school year, with the exception of the founding Commission, which will have its Executive Commission selected at the first founding meeting of the Commission, and the term of office

shall be one (1) year, commencing upon election and continuing until the last regular meeting of members of the following school year and the election and qualification of successors. The executives shall be nominated from among the members of the Mayor's Youth Advisory Commission, and Alamogordo High School, Sacramento School of Engineering and Science, Chaparral Middle School, Holloman Middle School, Mountainview Middle School, or a home school program shall each be represented on the Executive Commission. Any nominee for an executive office position must have served on the Mayor's Youth Advisory Commission or a minimum of (1) one year, with the exception of the founding Commission.

The Executive Commission shall consist of a **Chairperson**, a **Vice-Chairperson**, a **Treasurer**, a **Secretary**, and a **Media Coordinator**, each of whom shall be elected by secret ballot of the voting and alternate members of the Mayor's Youth Advisory Commission. The Chairperson and Vice-Chairperson shall not be from the same grade of the same school.

**Section 3. Regular Executive Commission Meetings.** A regular meeting of the Executive Commission may be held without other notice than this by-law, during or immediately following, and at the same place as each of the eighteen (18) regular meetings of the members.

The Executive Commission shall provide, by resolution, the time and place for the holding of three (3) additional regular meetings during the months of June, July and August immediately following the school year without other notice than such resolution. Additional regular meetings shall be held at the office of the Mayor's Youth Advisory Commission in the absence of any designation in the resolution.

**Section 4. Special Meetings.** Special meetings of the Executive Commission may be called by or at the request of the chairperson, other executive, or the Mayor, and shall be held at the principal office of the Mayor's Youth Advisory Commission or at such other place as the Executive Commission may determine.

**Section 5. Notice.** Notice of any additional or special meeting of the Executive Commission shall be given as outlined above in Article III, Section 4 of these by-laws. The notice shall specify the purpose of, or business to be transacted at, such a meeting and the agenda thereof.

**Section 6. Quorum.** A majority of the number of executives fixed by these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Executive Commission, but if less than such majority is present, the attending executives may adjourn the meeting.

**Section 7. Election and Term of Office.** The executives to be elected by the members shall be elected annually by the members at the last meeting of the school year, with the exception of the founding Commission, which will have its Executive Commission selected at the first founding meeting of the Commission. Each executive shall hold office until resignation or termination in the manner herein provided.

**Section 8. Vacancies.** Any vacancy occurring on the Executive Commission because of resignation, removal, disqualification or otherwise shall be filled by secret ballot of a majority of the remaining voting members of the Mayor's Youth Advisory Commission. An executive so elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

**Section 9. Powers and Duties.** The powers and duties of the several officers shall be as provided from time to time by resolution or directives of the members.

The **Chairperson** shall preside over and conduct all meetings of the Mayor's Youth Advisory Commission and of the Executive Commission, determine agendas for the regular meetings of the Mayor's Youth Advisory Commission and the Executive Commission, act as spokesperson for the Mayor's Youth Advisory Commission, act as signatory on all documents for which the Mayor's Youth Advisory Commission provides authorization to sign, delegate authority to any executive or member of the Mayor's Youth Advisory Commission if circumstances so warrant, and act upon any other matters and in the manner authorized by the Mayor's Youth Advisory Commission.

The **Vice-Chairperson** shall act in the place of the Chairperson upon the Chairperson's absence or inability to act as authorized herein, and take action as delegated by the Chairperson.

The **Media Coordinator** shall act as the record keeper of all activities of the Mayor's Youth Advisory Commission, keep archives, and deal with media relations as chair of the standing Mayor's Public Relations Commission of the Mayor's Youth Advisory Commission; produce an annual report in collaboration with the Treasurer, of MYAC activities and achievements, to be presented to the City Commission.

The **Treasurer** shall chair the standing Finance Commission and be responsible for all financial matters of the Mayor's Youth Advisory Commission including the budget, financial reports, vouchers, and the books or ledgers.

The **Secretary** shall prepare the minutes of each meeting of the Mayor's Youth Advisory Commission and Executive Commission prior to the next regular meeting, prepare and deliver the notices of each meeting and prepare and enclose the agendas for each meeting with the notice of such meetings; act in the place of the Chairperson upon the Chairperson and Vice-Chairperson's absence or inability to act as authorized herein, and take action as delegated by the Chairperson.

A member of the Executive Commission who fails or refuses to fulfill the duties associated with his/her position may be removed from the Executive Commission by a two-thirds (2/3) majority vote of the voting members of the Youth Advisory Commission.

Section 10. **Agendas.** Any member of the Mayor's Youth Advisory Commission may submit a request for placement of an item on the agenda to any member of the Executive Commission for consideration at the next following regular meeting. Such request shall be placed on the agenda at the discretion of the Chairperson and, if placed upon the agenda, shall be considered at a regular meeting determined by the Executive Commission, provided adequate and sufficient notice of the item for consideration has been given as set forth herein.

## ARTICLE V. SUBCOMMISSIONS

Section 1. **Standing Commissions.** The following Subcommissions shall be Standing Commissions, and their term shall be perpetual: the Executive Commission, Finance Commission and the Mayor's Public Relations Commission of the Mayor's Youth Advisory Commission.

Section 2. **Ad hoc Commissions.** Any other Subcommissions the Mayor's Youth Advisory Commission determines are necessary shall be created for the limited term of the remainder of the school year and shall continue during such school year at the discretion of the

Mayor's Youth Advisory Commission. Such Subcommissions shall be created by a majority vote of a quorum of members at any of the regular meetings.

Section 3. **Attendance at regular meetings.** Mayor's Youth Advisory Commission Members who serve on standing or ad hoc Subcommissions must also attend the regular meetings of the Mayor's Youth Advisory Commission in addition to Subcommittee meetings. Members who fail to comply with the meeting attendance requirement of Article III, Section 8(1) may have membership terminated without regard to Subcommittee meeting attendance.

## ARTICLE VI. AMENDMENTS

These By-Laws may be altered, amended, or repealed, and new By-Laws may be adopted by the Mayor's Youth Executive Commission with prior written notice to the members as provided herein; provided, however, that such alterations, amendments or repeals first be authorized by a two-thirds (2/3) vote of all voting and/or alternate members of the Mayor's Youth Advisory Commission, and provided further that vote by proxy shall not be permitted.

## ARTICLE VII. ADOPTION AND EFFECTIVE DATE

The foregoing By-Laws were regularly adopted at a meeting of the Mayor's Youth Advisory Commission. These By-Laws shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ as from time to time amended.

\_\_\_\_\_  
MYAC Executive Commissioner

\_\_\_\_\_  
MYAC Executive Commissioner

\_\_\_\_\_  
MYAC Executive Commissioner

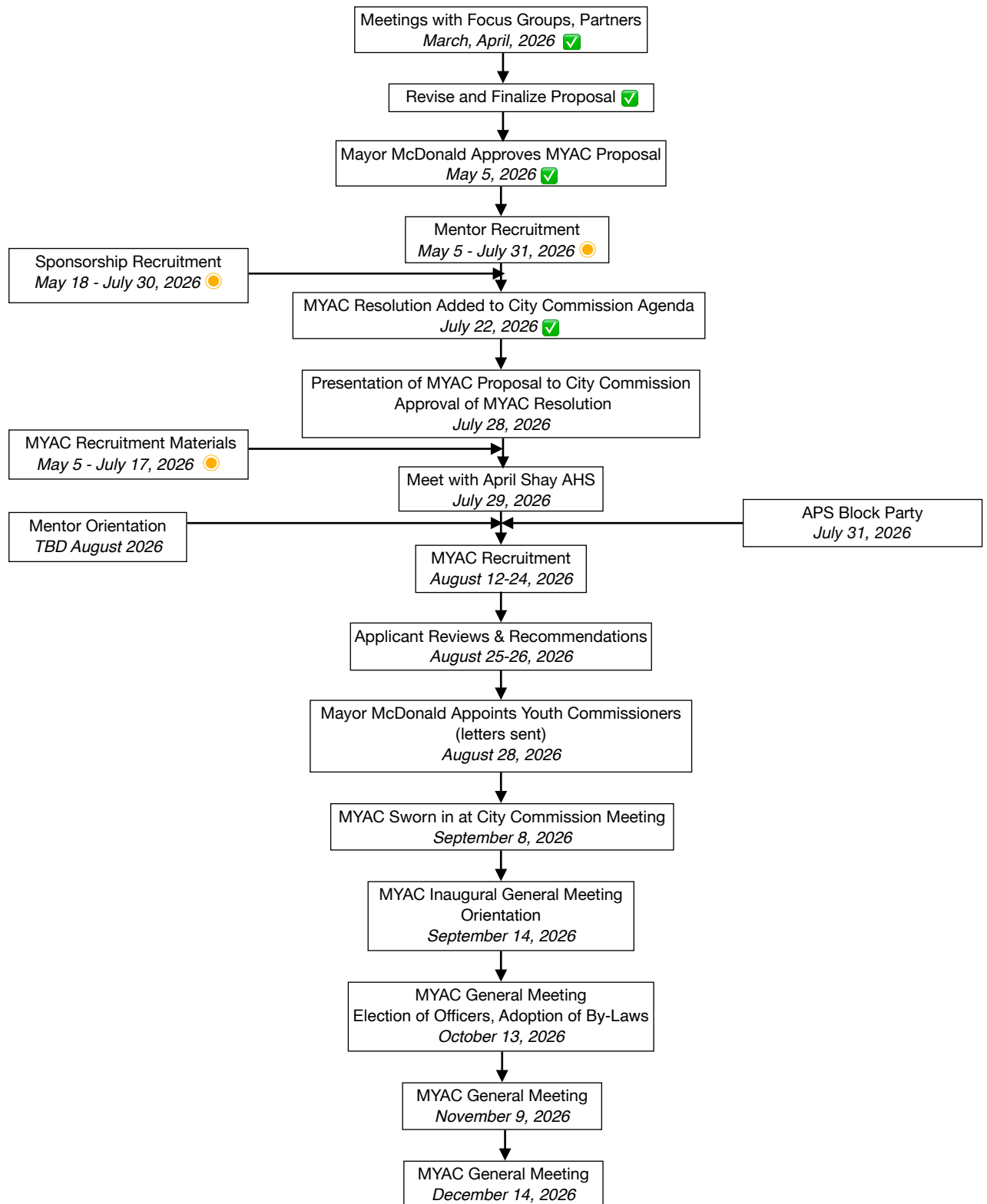
\_\_\_\_\_  
MYAC Executive Commissioner

\_\_\_\_\_  
MYAC Executive Commissioner

\_\_\_\_\_  
Sharon McDonald, Mayor

# **APPENDIX**

Timeline  
Application Form  
Applicant Evaluation  
Budget  
Oath of Office  
MYAC Code of Conduct Handbook  
Partners  
Mentor Handbook  
Mentor Interviews





## City of Alamogordo

Office of Mayor Sharon McDonald

Mayor's Youth Advisory Commission – Student Application

### STUDENT INFORMATION

|             |                      |        |                      |
|-------------|----------------------|--------|----------------------|
| First Name: | <input type="text"/> |        |                      |
| Last Name:  | <input type="text"/> |        |                      |
| School:     | <input type="text"/> | Grade: | <input type="text"/> |
| Address:    | <input type="text"/> |        |                      |
| City:       | <input type="text"/> |        |                      |
| Telephone:  | <input type="text"/> |        |                      |
| Email:      | <input type="text"/> |        |                      |

### PARENT / GUARDIAN

|        |                      |
|--------|----------------------|
| Name:  | <input type="text"/> |
| Phone: | <input type="text"/> |
| Email: | <input type="text"/> |

### APPLICATION QUESTIONS

1. Activities during the school year:

2. Skills or qualities you bring:

3. One idea to improve Alamogordo:

### PERSONAL STATEMENT OF INTEREST

Please attach a personal statement (maximum 1 page) explaining why you want to serve on the Mayor's Youth Advisory Commission and what you hope to contribute.

### REFERENCES (Non-relatives)

|                    |                      |
|--------------------|----------------------|
| Reference 1 Name:  | <input type="text"/> |
| Reference 1 Phone: | <input type="text"/> |
| Reference 2 Name:  | <input type="text"/> |
| Reference 2 Phone: | <input type="text"/> |

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**City of Alamogordo  
Mayor's Youth Advisory Commission (MYAC)**

Dear Parent or Guardian,

We are pleased to introduce an exciting opportunity for students in our community—the Mayor's Youth Advisory Commission (MYAC).

MYAC is a leadership and civic engagement program designed for students in grades 8–12 who are interested in making a meaningful difference in Alamogordo. Through this initiative, students will have the opportunity to work alongside city leadership, contribute ideas, and participate in projects that positively impact our community.

MYAC members are expected to:

- Attend meetings regularly and be on time
- Actively participate in discussions, projects, and events
- Demonstrate respect, professionalism, and integrity
- Represent MYAC and the City positively (including on social media)
- Maintain good academic standing.

Members will attend regular meetings (second Monday each month, 4:45-6:00 pm), plus approximately 4 community events or service projects during out-of-school times throughout the year. Meetings will be held at Dudley School Community Center, 523 Maryland Avenue. Students are responsible for securing their own transportation.

MYAC is supported by City staff and community mentors who provide guidance in a structured, safe, and positive environment. Appointment to MYAC will be formalized at a swearing-in during a regular City Commission meeting in early September.

The deadline for applying is August 24, 2026. Students may apply using the provided QR code or paper applications will be distributed through the schools and City Hall.

MYAC is an opportunity for students to grow as leaders while helping shape the future of our community. Your support plays an important role in your student's success.

If you have questions, please contact the MYAC Community Liaison, Sherrie Edmonds at [vestasherrie@gmail.com](mailto:vestasherrie@gmail.com).

Sincerely,

Sharon McDonald, Mayor  
City of Alamogordo

## Mayor's Youth Advisory Commission (MYAC) Applicant Review

Applicant Name: \_\_\_\_\_ Reviewer: \_\_\_\_\_

| Category                | Criteria                                                                      | Score (1-5) | Weight     | Total      |
|-------------------------|-------------------------------------------------------------------------------|-------------|------------|------------|
| <b>Civic Vision</b>     | Specific ideas for city improvement; basic understanding of local government. |             | <b>x 7</b> | _____/ 35  |
| <b>Community Impact</b> | Demonstrated history of service; genuine care for local neighbors/issues.     |             | <b>x 5</b> | _____/ 25  |
| <b>Leadership</b>       | Teamwork skills; initiative; ability to mentor others or lead projects.       |             | <b>x 4</b> | _____/ 20  |
| <b>Communication</b>    | Clarity of thought; ability to articulate a vision in writing.                |             | <b>x 2</b> | _____/ 10  |
| <b>Commitment</b>       | Availability for meetings; stated enthusiasm for the role.                    |             | <b>x 2</b> | _____/ 10  |
| <b>GRAND TOTAL</b>      |                                                                               |             |            | _____/ 100 |

### Scoring Guide (1-5 Scale)

- **5 (Superior):** Exceptional depth, highly specific, and shows advanced readiness.
- **4 (Excellent):** Strong response; clear evidence of skill and interest.
- **3 (Good):** Meets all basic requirements; solid potential for growth.
- **2 (Fair):** Vague or incomplete ideas; minimal evidence of community engagement.
- **1 (Poor):** Lacks effort; significant errors or missing information.

### **MYAC Budget (Inception - Year 1)**

| Item                      | Amount  |
|---------------------------|---------|
| Marketing and Recruitment | \$300   |
| Supplies and Materials    | \$900   |
| Training and Events       | \$1,200 |
| Meeting Support           | \$600   |
| Total                     | \$3,100 |

Marketing & Recruitment: Printing flyers, banners for schools, and social media promotion

Supplies & Materials: Name tags, notebooks, T-shirts/uniforms, and office supplies

Training & Events: Registration fees for leadership training, guest speaker fees, community outreach

Meeting Support: Snacks and refreshments

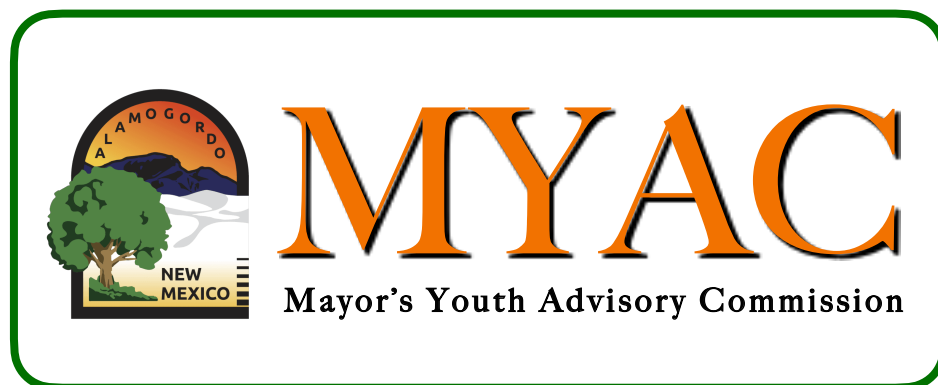
*Sample MYAC Oath of Office*

**City of Alamogordo Mayor's Youth Advisory Commission Oath of Office**

I, \_\_\_\_\_ do solemnly swear or affirm that I will support, uphold and defend the Constitution of the United States of America, and the laws thereof; that I will support, uphold and defend the Constitution and laws of the State of New Mexico; that I will observe and obey the laws and ordinances of the City of Alamogordo; that I will faithfully perform and discharge the duties incumbent upon me as a member of the Alamogordo Mayor's Youth Commission fairly and honestly and to the best of my skills and abilities.

\_\_\_\_\_  
Commission Member

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2026.



## **Code of Conduct & Member Handbook**

## City of Alamogordo

### Mayor's Youth Advisory Commission (MYAC)

# Code of Conduct & Member Handbook

#### 1. Purpose of the Handbook

The Mayor's Youth Advisory Commission (MYAC) is established to empower youth to actively participate in civic leadership, community service, and local government. This handbook provides clear expectations for conduct, responsibilities, and standards of behavior to ensure MYAC operates with professionalism, integrity, and respect.

#### 2. Mission of MYAC

To develop the next generation of community leaders by providing meaningful opportunities for youth to engage in:

Civic governance

Leadership development

Community service

Strategic thinking about Alamogordo's future

#### 3. Core Values

MYAC members are expected to embody the following values:

Integrity – Act honestly and ethically at all times

Respect – Treat others with dignity and inclusivity

Responsibility – Follow through on commitments

Service – Contribute positively to the community

Leadership – Lead by example

#### 4. Membership Expectations

All MYAC members agree to:

Attend scheduled meetings regularly and arrive on time

Actively participate in discussions, projects, and events

Represent MYAC and the City of Alamogordo in a positive and professional manner

Communicate respectfully with peers, city officials, and community members

Complete assigned tasks and responsibilities

## 5. Code of Conduct

### 5.1 Professional Behavior

Members shall:

Demonstrate maturity and professionalism in all MYAC activities

Follow direction from MYAC leadership and city officials

Use appropriate language and behavior in meetings and public settings

### 5.2 Respect and Inclusion

Members shall:

Respect diverse opinions, backgrounds, and perspectives

Foster an inclusive and welcoming environment

Avoid discrimination, harassment, or bullying of any kind

### 5.3 Representation of MYAC

Members represent both MYAC and the City. Therefore, members shall:

Conduct themselves appropriately at all public events

Use social media responsibly when referencing MYAC

Avoid actions that could harm the reputation of MYAC or the City

### 5.4 Academic Responsibility

Members are students first. Members must:

Maintain good standing in school

Balance MYAC responsibilities with academic commitments

### 5.5 Ethical Conduct

Members shall:

Be honest in all communications and actions

Avoid conflicts of interest

Not use their position for personal gain



## 6. Meeting Conduct

During meetings, members are expected to:

Be prepared and engaged

Listen respectfully when others are speaking

Participate constructively

Follow parliamentary or structured discussion procedures (as applicable)

Refrain from disruptive behavior (side conversations, phone use, etc.)

## 7. Attendance Policy

Members are expected to attend all scheduled meetings and events

Absences must be communicated in advance when possible

Repeated unexcused absences may result in review of membership status

## 8. Social Media Guidelines: Members must:

Use good judgment when posting about MYAC. Ensure posts are respectful and appropriate

Not share confidential or sensitive information

Clearly distinguish personal opinions from official MYAC positions

## 9. Community Engagement & Service

Members are expected to:

Participate in MYAC-sponsored service projects

Engage with the community in a respectful and professional manner

Serve as positive role models for other youth

## 10. Conflict Resolution

If conflicts arise:

Address the issue respectfully with those involved

Seek guidance from MYAC advisors or city staff if needed

Maintain professionalism throughout the process

## 11. Disciplinary Process

Failure to adhere to this Code of Conduct may result in:

Verbal warning

Written warning

Temporary suspension from MYAC activities

Removal from the Commission (in coordination with MYAC leadership and city officials)

All disciplinary actions will be handled fairly and consistently.

## 12. Commitment Agreement

All members must sign an agreement acknowledging that they:

Have read and understand this handbook

Agree to uphold the Code of Conduct

Commit to representing MYAC with integrity and professionalism

Member Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 13. Closing Statement

Membership in MYAC is both an honor and a responsibility. Each member plays a vital role in shaping the future of Alamogordo. By upholding these standards, MYAC will serve as a model for youth leadership and civic engagement.



## **Code of Conduct & Member Handbook**

## **Our Partners**

The Mayor's Youth Advisory Commission is a community-wide initiative aimed at empowering our youth as true stakeholders in developing the future of Alamogordo. We have researched and consulted with other cities that have led successful MYAC programs and have engaged potential local partners. The feedback has been overwhelmingly positive, with strong support for mentoring our youth and providing training in leadership, civic governance, and community service.

This support has been expressed by the following organizations and community partners:

New Mexico State University-Alamogordo - Kim Lopez Gallagher, Professor of History, Philosophy and Government

Small Business Development Center - Trish Livingston, Director

Sacramento Mountains Foundation - John Wheeler

Toastmasters International, Desert Basin Club - Carolyn Peeler, President

NM Out-of-School Time (NMOST) - Ian Gates, Special Projects Coordinator

Alamogordo Public Schools - April Shay, AHS Principal

Eric Lucero - Christ Community Church

City of Alamogordo, Attorney

Vesta Sherrie Edmonds - Community Liaison

Lauretta Avery - Teacher and musician

Shelley Dowhanik-Baron - Community Liaison/Facilitator (through December, 2026)

Mentors: TBD

Ongoing support and sponsorship will be cultivated through partnerships with local businesses, organizations, grants, and the broader community.

City of Alamogordo  
Mayor's Youth Advisory Commission (MYAC)

Dear Community Leader,

The City of Alamogordo invites you to play a meaningful role in shaping the next generation of leaders by serving as a mentor for the Mayor's Youth Advisory Commission (MYAC).

MYAC is a leadership and civic engagement program for students in grades 8–12, designed to connect youth with local government, strengthen community involvement, and develop future leaders. Mentors are essential to this mission—providing guidance, encouragement, and real-world perspective. Your volunteer service as a MYAC mentor will make a direct impact on local youth and their future through sharing your experience in leadership, business, education, or public service.

MYAC mentors serve as trusted guides and role models. Overall, a commitment of approximately 3 hours per month is anticipated. Responsibilities include:

- Attending MYAC meetings (second Monday, monthly 4:45 - 6:00 pm), and events
- Providing guidance on leadership, teamwork, and civic responsibility
- Supporting student-led projects and community service initiatives
- Encouraging respectful dialogue and inclusive participation
- Sharing professional insight and community perspective.

We welcome individuals who are committed to youth development and community service; bring experience in leadership, education, business, or civic engagement; value integrity, respect, and collaboration; are willing to serve as positive role models for students

Mentors will be supported by City staff and will be provided with clear guidance, expectations, and resources to ensure a rewarding experience for both mentors and students. For more information or to express interest, please contact the City of Alamogordo MYAC Community Liaison, Sherrie Edmonds at [vestasherrie@gmail.com](mailto:vestasherrie@gmail.com).

Your leadership can inspire the next generation. We hope you will consider joining MYAC as a mentor and helping shape the future of our community.

Sincerely,

Mayor Sharon McDonald  
City of Alamogordo  
Mayor's Youth Advisory Commission

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**CITY OF ALAMOGORDO**  
Mayor's Youth Advisory Commission (MYAC)

## **VOLUNTEER MENTOR HANDBOOK**

**Guide • Support • Inspire**

*Invest in Youth. Strengthen Community. Shape the Future.*



1 of 8

## Outside of Meetings

- Provide guidance on youth-led projects
  - Review presentations or proposals
  - Connect youth to resources through staff and the community
  - Attend occasional events
- 

## 5. Time Commitment

Mentors commit approximately 3 hours per month, including:

- Monthly meeting attendance (1.5 hours)
  - Limited project support
  - Occasional communication
- 

## 6. Program Structure

### Oversight

- Mayor's Office
- MYAC Program Coordinator / Staff Liaison

### Meeting Format

- Call to Order  
Welcome, ice-breaker, attendance
- Agenda Items  
Officer Reports, Committee Reports, Project Updates
- Open Forum  
Ideas, concerns, call to action plans, workshops, guest speakers, presentations
- Adjournment

Mentors support but do not lead meetings.



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## 7. Code of Conduct

MYAC activities shall be guided by values including:

- Integrity and Honesty
- Courage and Optimism
- Objectivity and Respect
- Altruism and Personal Responsibility.

All mentors must successfully complete a background check.

Mentors' Conduct:

### Inclusivity & Respect

Foster a welcoming, respectful environment.

### Professional Comportment

Model integrity and professionalism.

### Boundaries

Maintain appropriate adult-youth relationships.

### Nonpartisan & Nonsectarian

No promotion of political or religious viewpoints.

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## 8. Boundaries & Best Practices

### Boundaries

- Refrain from controlling discussions
- Refrain from overriding youth decisions
- No unsupervised one-on-one interaction
- No personal gain from role

6 of 8

Involvement from all parts of the community is welcome. A balanced group of mentors representing multiple sectors reflects the full diversity of Alamogordo, and would ensure that MYAC itself remains clearly civic and inclusive.

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### 3. Role of the Mentor

Mentors serve as guides, advisors, and role models.

#### Impact of Service

Mentors help:

- Develop future leaders
- Increase civic engagement
- Strengthen community connections

#### Core Functions

- Support youth leadership development
- Provide civic and professional context and insight
- Encourage inclusive participation
- Help youth understand government processes

#### Role Limitations

- Do not make decisions for the Commission
  - Do not lead meetings or set agendas—provide direction and guidance
  - Do not promote personal, political, or religious viewpoints
- 

### 4. Responsibilities

#### During Meetings

- Assist with set-up
- Support agenda and meeting structure
- Encourage balanced participation
- Clarify civic processes when appropriate
- Assist with small group discussions
- Provide real-time coaching

4 of 8

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## 12. Contact Information

Program Coordinator / Liaison:

|        |                        |                         |
|--------|------------------------|-------------------------|
| Name:  | Shelley Dowhanik-Baron | Vesta "Sherrie" Edmonds |
| Email: | sheld34x@icloud.com    | vestasherrie@gmail.com  |
| Phone: | (208) 869-2668         | (510) 410-6487          |

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### **Your presence matters.**

You are helping build a stronger Alamogordo through youth leadership. Thank-you.



8 of 8

## Evaluating Applicants for Mentorship Positions on the Mayor's Youth Advisory Commission

Framework for vetting: is the potential mentor dependable, adaptable, an active listener, and solutions-oriented.

What is their:

- Experience and motivation?
- Mentoring approach and style?
- Commitment and adaptability to needs of the youth?
- Communication style/skills when interacting with youth?

Interview Questions:

1. Why are you interested in mentoring for the Mayor's Youth Advisory Commission?
2. Can you consistently fulfill the commitment of attending each monthly MYAC meeting (second Monday of the month at 4:45-6:00 pm); and approximately 2 additional hours per month in MYAC meeting preparation and project guidance; and attend approximately 4 MYAC community events/year during out-of-school times?
3. What experience do you have working with youth, particularly in a leadership/empowerment role?
4. What do you believe are the biggest issues facing youth in Alamogordo?
5. How would you describe your youth leadership/mentoring style? (e.g, coaching, guiding, facilitating). How will you empower the youth of MYAC to take the lead on projects?
6. How would you deliver constructive feedback to young people while keeping them motivated?
7. Is there anything else you would like to share about your interest/background/skills you would bring to MYAC?

RESOLUTION 2026-26  
A RESOLUTION OF THE CITY OF ALAMOGORDO, NEW MEXICO  
CREATING THE MAYOR'S YOUTH ADVISORY COMMISSION

WHEREAS, A Youth Advisory Commission can promote community service and foster a better understanding among young people of how municipal government works while providing leadership training, mentorship and other service opportunities; and

WHEREAS, a Youth Advisory Commission is an excellent means of promoting regular and active civic engagement among young people, which is vitally important to provide the knowledge, skills and abilities to the next generation of local leaders; and

WHEREAS, the mayor of the City of Alamogordo seeks the input of a diverse cross-section of Alamogordo youth on community matters, and wishes to promote meaningful participation, community service, and leadership opportunities for Alamogordo youth; and

WHEREAS, as such, the City of Alamogordo desires to create a Mayor's Youth Advisory Commission; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF ALAMOGORDO, NEW MEXICO, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Creation of the Mayor's Youth Advisory Commission. The City Commission hereby creates a citizens Commission, to be known as the Alamogordo Mayor's Youth Advisory Commission, to advise and make appropriate recommendations to the Mayor regarding issues of special interest to youth within the City.

Section 3. Composition of the Commission. The Mayor's Youth Advisory Commission shall consist of 16 (sixteen) students representing a diverse cross-section of Alamogordo's youth, and shall be recommended and appointed by the Mayor as follows:

- Three (3) student(s) for each of grades 9-12 attending Alamogordo High School and/or Sacramento School of Engineering and Science and/or homeschooled; and
- One (1) 8th grade student attending each Alamogordo middle school (Chaparral, Holloman, Mountainview) and/or homeschooled; and
- One (1) NMSU-A freshman.

MYAC members will selected though a broad recruitment, application and interview process and shall comprise a diverse representation of the youth of Alamogordo. MYAC activities shall be guided by values including: integrity and honesty; courage and optimism; objectivity and respect; altruism and personal responsibility.

Section 4. Effective Date. The Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Sharon McDonald, Mayor

Approved as to Form:

\_\_\_\_\_  
Rachel Hughs, City Clerk

# Mayor's Youth Advisory Commission

## Presentation to the Alamogordo City Commission

*Creating leadership opportunities for youth in community governance*



**Youth Leadership  
Community Decision-Making  
Civic Engagement**

*Join Mayor McDonald and build a vibrant future for Alamogordo*

*Add your Voice*



Students Grade 8-12  
No experience required

*[www.alamogordo.gov/MYAC](http://www.alamogordo.gov/MYAC)*



**SHARON MCDONALD**  
Mayor, City of Alamogordo

Youth Leadership • Civic Engagement • Service

# Why MYAC?

**MYAC is designed to actively involve students in community decision-making, leadership development, and future planning for Alamogordo.**

## Youth Voice

Provides a strong and representative voice for Alamogordo youth on issues that affect them and the broader community.

## Leadership Pipeline

Invests in the next generation of community leaders through government affairs, service, communication, and planning.

## Community Connection

Strengthens relationships among students, city leadership, schools, nonprofits, businesses, and service organizations.

**MYAC turns student energy and ideas into structured civic participation and visible community service.**



# What Students Gain — and How the City Benefits

## For Students

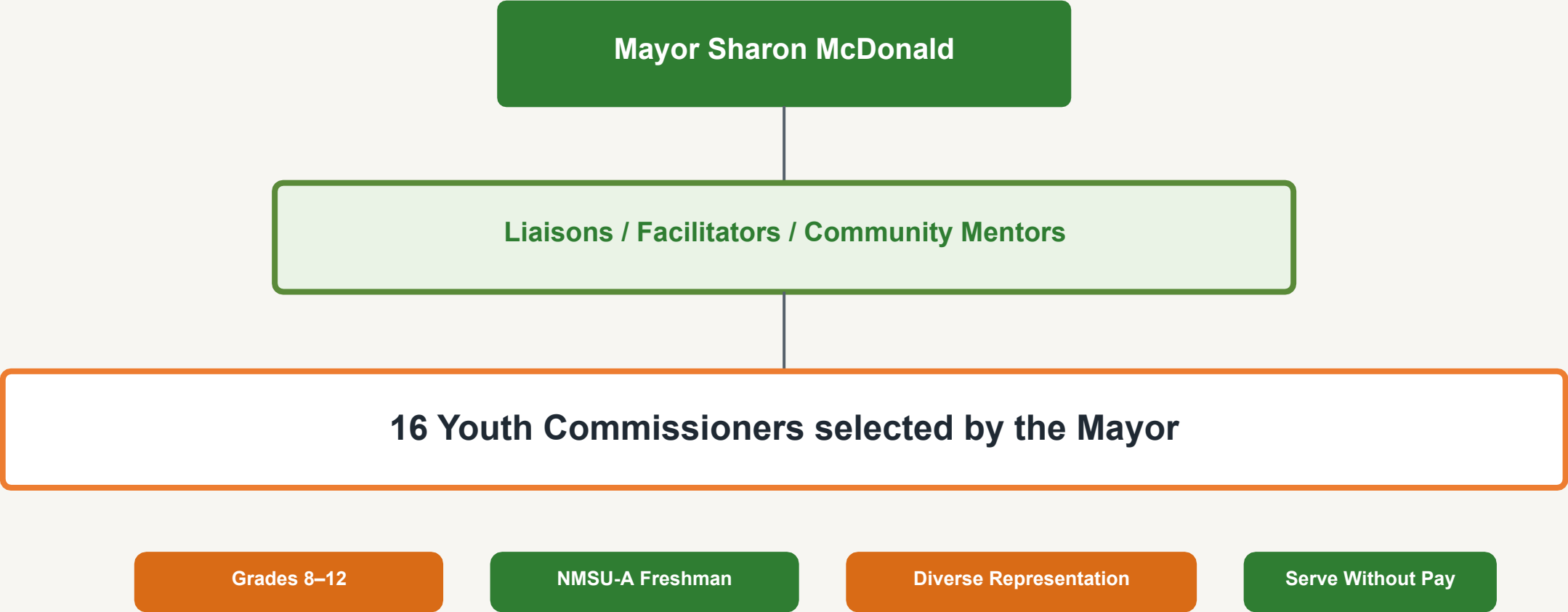
- Learn how city government works
- Build leadership and communication skills
- Earn service hours and civic experience
- Strengthen college, scholarship, and job readiness
- Practice public speaking, teamwork, and problem-solving

## For Alamogordo

- A direct youth perspective on community issues
- More student participation in local government
- Service projects that meet real needs
- A stronger pipeline of future civic leaders
- Visible pride and ownership in Alamogordo's future

# Proposed Structure

A city-supported, student-led advisory body with adult guidance and clear roles.



# Operating Model

## Monthly Meetings

Second Monday each month at Dudley School Community Center, after school from 4:45–6:00 p.m.

## Student-Led Process

MYAC executives help set agendas, run meetings, draft by-laws, and guide priorities: a pro-active, working group of youth problem-solvers.

## Structured Support

City staff, facilitators, and mentors provide guidance, resources, and accountability.

## Training and workshops may include:

effective meeting protocols • local government structure • policy analysis • public speaking • goal setting • outreach • media literacy • financial literacy • event planning • entrepreneurship • job readiness

# Community Impact: Service + Youth Perspective

MYAC creates a platform for student-led projects and constructive feedback on youth-identified community issues.

1

## Service Projects

Community clean-ups, food or toy drives, animal shelter support, senior center volunteering, and support for local events.

2

## Youth Forums

City-wide forums on topics such as bullying, discrimination, healthy living, law enforcement interaction, or other youth concerns.

3

## Civic Exposure

Tours of municipal facilities, “Careers in Local Government” day, Commission attendance, and input on municipal issues such as the Comprehensive Master Plan

4

## Partnerships

Collaboration with schools, NMSU-A, service organizations, businesses, nonprofits, and Holloman Air Force Base.

# Implementation Plan + First-Year Budget

## Key launch milestones



## Inception – Year 1 Budget

|                         |         |
|-------------------------|---------|
| Marketing & Recruitment | \$300   |
| Supplies & Materials    | \$900   |
| Training & Events       | \$1,200 |
| Meeting Support         | \$600   |
| Total                   | \$3,100 |

Funding support will be cultivated through local businesses, community organizations, service clubs, grants, and broader community sponsorship.

# Requested City Commission Action



**Approve Resolution 2026-26 establishing the  
Alamogordo Mayor's Youth Advisory Commission**

## Requested support after approval:

- Support broad recruitment of youth commissioners and adult mentors
- Encourage schools, service organizations, businesses, and partners to participate
- Promote a positive, inclusive youth voice in local government
- Receive annual MYAC reports and presentations from youth commissioners

***Step up. Speak out. Help shape Alamogordo's future.***