



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

November 5, 2025 - 6:30 PM

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

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

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

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

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

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

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

The Mayor and City Commission request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Commission Chambers to respond to or to conduct a phone conversation. The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4100.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

1. Approve the minutes for the Special Commission meeting on October 28, 2025. *(Rachel Hughs, City Clerk)*
2. Approve the statements related to the Executive Closed Session of the Special Meeting held on October 28, 2025. *(Rachel Hughs, City Clerk)*
3. Approve and accept a \$10,000 award from the NM State Library for State Grants In Aid Funding for FY26. *(Kim Underwood, Library Manager)*
4. Consider, and act upon, adopting and final publication of Ordinance 1718, creating the Gross Receipts Investment Program. *(Stephanie Hernandez, Acting City Manager)* **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

UNFINISHED BUSINESS

5. Consider, and act upon, Ordinance 1719 for first publication to approve a Local Economic Development Project for up to \$475,000 Secured Assistance Proposed by Xtreme Amplitude. *(Echo Johnson, Owner)* **(Roll Call Vote Required)**

EXECUTIVE SESSION (Roll Call Vote Required)

6. Adjourn into Executive Closed Session in compliance with 10-15-1(H)(2) NMSA (as amended) to discuss: Limited Personnel Matters (City Manager). **(Roll Call Vote Required)**

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 11/5/2025

Report Date: 10/30/2025

Report No: 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the Special Commission meeting on October 28, 2025. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION SPECIAL MEETING DRAFT MINUTES
4:45 PM, DONALD E. CARROLL COMMISSION CHAMBERS
October 28, 2025**

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

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

CALL TO ORDER & ROLL CALL

Mayor Payne called the meeting to order at 4:46 PM. Roll Call was taken by the Deputy City Clerk. Deputy City Clerk Aleshire announced there was a quorum present.

APPROVAL OF AGENDA

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

EXECUTIVE SESSION

1. Adjourn into Executive Closed Session in compliance with 10-15-1(H)(2) NMSA (as amended) to discuss: (as amended) to discuss: Limited Personnel Matters (City Manager). (Roll Call Vote Required)

Commissioner Tapley moved to Adjourn to Executive Session at 4:52 PM.
Commissioner Robinson seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

ADJOURNMENT

ATTEST:

Mayor Susan Payne

City Clerk Rachel Hughes

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on November 5, 2025.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 11/5/2025

Report Date: 10/31/2025

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Closed Session of the Special Meeting held on October 28, 2025. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: The statement is required per the Open Meetings Act.

Background:

Approve the following statements authorizing them to be included in the minutes of November 5, 2025: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on October 28, 2025, an Executive Closed Session was held, and the matters discussed in the closed meeting were limited only to discuss Limited Personnel Matters (City Manager).

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 11/5/2025

Report Date: 10/28/2025

Report No: 3.

Submitted By: Kimberly Underwood

Subject: Approve and accept a \$10,000 award from the NM State Library for State Grants In Aid Funding for FY26. (*Kim Underwood, Library Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Increase the Library's operating budget by \$10,000.

Recommendation: Consider acceptance and approval of the \$10,000 awarded to the Alamogordo Public Library from the NM State Library through qualifying criteria reported in July 2025 regarding the previous fiscal year's library service.

Background: The New Mexico State Library awards qualifying New Mexico libraries with funding for library collections, staff salaries, staff professional development, library equipment or other operational expenditures associated with delivery of library services annually. The Alamogordo Public Library has been awarded \$10,000 for fiscal year 2025-26 after meeting certain criteria reported in the State's Annual Report which is completed every July regarding the previous year's library service statistics.

NEW MEXICO STATE LIBRARY

1209 Camino Carlos Rey • Santa Fe, NM 87507

FY2026 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

1.	Recipient Name	Alamogordo Public Library
2.	Remit to Name and Address	City of Alamogordo 920 Oregon Ave Alamogordo, NM 88310
3.	State of NM Vendor #	54303
4.	Project Title and Legal and Fiscal Data	State Grants-in-Aid to Public Libraries Statute / Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	New Mexico State Library Contact	Carmelita Aragon, Carmelita.Aragon@dca.nm.gov
6.	Source of Funding	<i>State of N.M. Legislature - General Appropriation Act of 2026</i>
7.	Grant Type and Amount Received	Library Type Grant: Public Library Total Grant Amount: \$10,000.00 <i>(Total grant amount includes share(s) for any eligible library branch(es))</i>
8.	Allocation Period	Fiscal Year 2026 Fully expend <u>ALL</u> State Grants-in-Aid funds by JUNE 30, 2026 .
9.	Terms and Conditions of Allocation	The state aid program is intended to supplement and encourage local effort in providing local library service. A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred. State Grants-in-Aid funds may be used for: 1) library collections; 2) library staff salaries; 3) library staff professional development; 4) library equipment; or 5) other operational expenditures associated with delivery of library services. Grant recipients must report how all FY26 state grants-in-aid funds were spent in the FY26 Annual Report.
10.	Date	October 17, 2025

State Grants-in-Aid to Public Libraries Agreement
For FY2026

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and **Alamogordo Public Library**, located in **Alamogordo**, hereinafter called the **Recipient**.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed

Ten Thousand Dollars and No Cents

(\$10,000.00) to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. Fully expend state grants-in-aid funds before **June 30, 2026**;
6. Failure to fully expend state grants-in-aid funds before June 30, 2026, will result in denial of fiscal year 2027 state grants-in-aid;
7. In the event of an extension, this agreement will continue through the life of the grant and subsequent extensions unless terminated by any party;
8. No later than August 12, 2026, provide NMSL with a report on how the grant was expended as part of the Recipient's annual report for the fiscal year; and

9. Sign and return this Agreement to NMSL *within 60* days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant allocation.**

III. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to address the dispute.

IV. The Laws of New Mexico shall govern this Agreement.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature below certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Recipient Signature

Authorized Agent Signature: _____ Date: _____

My signature above verifies that I am an authorized agent with authority to enter into a legal contract with the State of New Mexico.

Print Name of Authorized Agent: _____

Official Title of Authorized Agent: _____

NMSL Signature

New Mexico State Librarian Signature: _____ Date: _____

New Mexico State Librarian Print Name: Eli Guinnee

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 11/5/2025

Report Date:

Report No: 4.

Submitted By: Stephanie Hernandez

Subject: Consider, and act upon, adopting and final publication of Ordinance 1718, creating the Gross Receipts Investment Program. *(Stephanie Hernandez, Acting City Manager)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

ORDINANCE NO. 1718**AN ORDINANCE OF THE CITY OF ALAMOGORDO ESTABLISHING THE GROSS RECEIPTS INVESTMENT PROJECT (GRIP) PROGRAM; PROVIDING FOR THE USE OF MUNICIPAL GROSS RECEIPTS TAX REVENUE TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS; DEFINING TERMS; ESTABLISHING ELIGIBILITY REQUIREMENTS; SETTING FORTH APPLICATION PROCEDURES; PROVIDING FOR AGREEMENTS, REPAYMENT, AND ENFORCEMENT; AND OTHER PURPOSES RELATED THERETO.**

WHEREAS, the City of Alamogordo previously established a Gross Receipts Investment Project (GRIP) Program to encourage economic development, stimulate construction activity, and expand the City's gross receipts tax base; and

WHEREAS, the GRIP Program was sunset in 2020 due to declining revenues and fiscal uncertainty arising from the COVID-19 pandemic, which required the City to focus on maintaining essential services and preserving financial stability; and

WHEREAS, the City of Alamogordo has experienced a gradual recovery in economic activity and now seeks to re-establish a prudent and fiscally responsible version of the GRIP Program to serve as a targeted incentive for new development, commercial expansion, and community reinvestment; and

WHEREAS, the City Commission recognizes that supporting strategic growth through the encouragement of new construction, rehabilitation, and expansion of commercial and industrial facilities will enhance the local tax base, promote job creation, and improve the overall economic vitality of the community; and

WHEREAS, it is the intent of the City Commission to provide a transparent, equitable, and limited financial incentive program that balances economic growth with sound fiscal management and the responsible use of public funds;

BE IT THEREFORE ORDAINED by the City Commission of the City of

Alamogordo, New Mexico approve the following:

2-15-010 Title

This section shall be known and may be cited as the Gross Receipts Incentive Program (GRIP) Ordinance of the City of Alamogordo, New Mexico, pursuant to the authority granted to a home rule municipality by Article X, Section 6 of the New Mexico Constitution and the Municipal Charter Act, NMSA 1978, §§ 3 -15-1 to 3-15 -16 (1971, as amended).

2-15-020 Purpose

There is hereby established a Gross Receipts Investment Program within the City of Alamogordo intended to attract new businesses, including retail, or commercial activities or to encourage the expansion of an existing business, including retail, or commercial activity whose gross receipts are subject to the imposition of gross receipts tax, thereby creating new job opportunities for the citizens of the City of Alamogordo while promoting the economic growth and welfare of the City of Alamogordo, and to improve the City through new construction or the rehabilitation of existing commercial or industrial property, thereby encouraging the revitalization of the City while enhancing the area by increasing land values and providing an overall aesthetic improvement. To accomplish this purpose, the City, by written agreement, may reimburse certain gross receipts taxes directly attributable to construction activities associated with the construction or expansion of a business or commercial activity and the purchase of tangible personal property that will become an ingredient or component part of such a construction project, where the reimbursement thereof is instrumental in bringing the business or commercial activity to the City or retaining its presence within the City.

2-15-030 Definitions

As used in the Gross Receipts Investment Program:

"Applicant" means a landowner or developer, as hereinafter defined, who has filed an application for reimbursement pursuant to the GRIP.

"Building" means any structure on a lot, having a roof supported by columns or walls and designed and/or intended for the shelter, housing or enclosure of an Eligible Entity.

"Business Owner" means a sole proprietor, corporation, partnership, limited liability company, or some other legal entity that owns or owns and manages either a place of business or other establishment that is engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are all or partially subject to gross receipts tax, or a commercial activity whose services are all or partially subject to gross receipts tax, and who has a proprietary interest in land.

"Contractor" means any person who accepts orders or contracts from the owner of property or the property owner's duly authorized agent to assume authority or control, or to supervise, manage, or direct the work of others, or who is delegated authority by the owner to do so, whether at a fixed price or on a cost-plus basis, for doing any work.

"Developer" means any landowner, agent of such landowner, business owner, or tenant with the permission of such landowner, who makes or causes to be made a Development.

"Development" means any of the following activities on real property located within the corporate boundaries of the City: (1) the new construction of a facility for use by an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services

are partially subject to gross receipts tax; or (2) the substantial expansion of an existing facility being used by an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services are partially subject to gross receipts tax. For purposes of this program, it shall not be necessary to meet any specified level or percentage of receipts that are subject to gross receipts tax. An establishment, place of business or a commercial activity need only show that a portion of its receipts are subject to gross receipts tax.

"Eligible Entity" means an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are subject to gross receipts tax, or a commercial activity whose services are subject to gross receipts tax. An entity is not required to meet any specified percentage of taxable receipts in order to be considered an eligible entity. Instead, the entity only needs to show that a portion of its receipts are subject to gross receipts tax.

"Eligible Project" means a Development that meets the requirements of section 2-15-040.

"Facility: means a building or structure that allows or makes possible a person to engage in some type of business or commercial activity.

"Landowner" means the legal or beneficial owner or owners of land including the holder of an option or contract to purchase (whether or not such option or contract is subject to any condition), a lessee if authorized under the lease to exercise the rights of the landowner, or other person having a proprietary interest in land.

"Local Employment" means those laborers or skilled craftsmen who are residents of the County of Otero, New Mexico.

Local Option Gross Receipts Tax" means a tax authorized to be imposed by a county or municipality upon the taxpayer's gross receipts and required to be collected by the department at the same time and in the same manner as the gross receipts tax.

"Local subcontractors" means only those located or having a principal office in Otero County.

"Local vendors and suppliers" means only those vendors or suppliers who are located or have a principal office in Otero County.

"Structure" means anything constructed or erected on the ground or attached to the ground.

2-15-040 Eligibility

In order for a Development to qualify for reimbursement under the GRIP, it must:

1. Demonstrate that the Development involves the building of a structure, or the expansion, or rehabilitation of an existing structure, for use by an eligible entity with a value in excess of \$50,000;
 2. The Contractor must have, or establish, and maintain a physical presence in the City sufficient to subject the Development to Local Option Gross Receipts Tax;
 3. The Contractor must give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency.
- For purposes of determining eligibility, the value of the Project shall be equal to the valuation assigned to a project by the Construction Industries Division of the New Mexico

Regulation and Licensing Department pursuant to 14.5.5.10 NMAC for purposes of establishing a building permit fee.

4. Submit the application prior to either breaking ground, or the beginning of a remodel of the eligible project.

2-15-050 Application Procedure

1. All GRIP reimbursement requests shall be made in writing on a form prescribed by the city. The applicant must show that the reimbursement is a deciding factor and the decision to establish or expand the eligible entity in the city.
2. All applications in which the anticipated reimbursement is anticipated to be in excess of ten thousand dollars (\$10,000) shall be submitted and approved prior to commencement of the project.
3. No applications for reimbursement shall be accepted for projects on which the reimbursement is less than ten thousand dollars (\$10,000) more than one year after the commencement of the project.
4. Prior to entering into a GRIP agreement, the City Commission self shall receive and consider a recommendation from the city manager or designee, said recommendation being based on the factors listed in Section 2-15-60.
5. If the grip application is approved, the Commission shall by resolution
 - a. Approve the agreement with the developer providing for the group reimbursement payment.

- b. Separately account for these funds within the city accounting in which the allocated gross receipts tax revenue from the development shall be available for reimbursement to the applicant.

2-15-060 Criteria

The following non-exclusive factors may be considered in determining whether to enter into a reimbursement agreement with an Applicant, and if so, the percentage of value to be abated:

1. The extent to which local labor, local subcontractors, and local vendors and suppliers will be used in the project.
2. The amount of local gross receipts tax to be generated by the project.
3. The amount the property tax base valuation that will be increased as a result of the project.
4. The potential economic impact the project will provide to the local community.

In addition to the factors listed herein, the City Commission may evaluate GRIP applications based on their consistency with the City's adopted economic development priorities, comprehensive plan, or strategic initiatives

2-15-070 Grip Agreement

Upon a finding that the Development qualifies as a Eligible Project under the GRIP and is in the public interest, the City and the Applicant shall enter into an agreement wherein the City will pay to the Applicant up to one hundred percent (100%) of the City's share of total gross receipts taxes directly attributable to the Eligible Project, less any amount dedicated to other special purposes, received by the City during the term of the agreement. The Grip Agreement shall include at least the following terms.

1. The applicant must report and pay gross receipt tax on all receipts associated with the development that are subject to gross receipts tax.
2. The applicant shall agree that it's only recourse for payment of the grip reimbursement payment are those invoices submitted by the applicant which prove gross receipts taxes have been paid to the State of new Mexico for payment to the City of Alamogordo and that the city has no other liability of whatever kind, whether in law or equity to the applicant.
3. A provision requiring the applicant on at least a quarterly basis and at the applicants cost. To allow the full examination by City or its designated representative of all documents necessary for City to assure the best efforts have been used by applicant to utilize local labor, subcontractors, vendors and suppliers the City will also require. Of such contracts contain provisions binding the engineering construction firm to utilizing as general contractors on the project to the terms of the GRIP agreement.
4. The applicant shall agree. To an acceptable means by which the City can administer compliance with this Agreement, including any necessary audits of the applicants, books, account and final transactions associated with the development.

2-15-080 Budget Allocation

1. The Gross Receipts Investment Project (GRIP) Program shall operate within the annual budget appropriated by the City Commission. Funding for GRIP projects is limited to the amount specifically allocated during the City's annual budget process. Once such allocation has been fully committed or expended, no additional funds shall be disbursed or encumbered for the remainder of that fiscal year.

2. No single project shall be awarded, reimbursed, or otherwise receive funding in excess of Twenty Thousand Dollars (\$20,000.00) under the GRIP Program in any fiscal year. This limitation shall apply per project, regardless of subsequent amendments or extensions to the agreement.
3. The adoption of this ordinance and the establishment of the GRIP Program shall not be construed to create a continuing or future financial obligation upon the City beyond the amount appropriated by the City Commission in its approved budget. Once the annual allocation is exhausted, there shall be no expectation, entitlement, or guarantee of additional funding.
4. The City Commission retains full discretion to review, vet, and approve GRIP applications based upon priorities established by policy, economic need, and community benefit. Approval of a GRIP project shall be contingent upon the availability of funds, demonstrated compliance with program criteria, and alignment with the City's strategic development objectives.

Participation in the GRIP Program does not create a vested right or entitlement to funding in subsequent fiscal years, and participation shall not be construed as a guarantee of reimbursement beyond the approved allocation.

2-15-090 Payment

OHH invoices associated with the project shall be submitted to the City Finance department, who will evaluate the invoices and create a calculation form to be delivered to the applicant for review.

Funds determined to be due to the applicant shall be paid as follows;

1. For projects in which the expected reimbursement is anticipated to be in excess of \$10,000 following approval of the group agreement. Applicant shall submit invoices paid in full on a monthly or quarterly basis along with any invoice from Applicant. The City shall have 30 days to present a calculation to Applicant for review following approval of the calculations by both parties. The. She shall have 30 days to pay each submission.
2. For projects in which the expected reimbursement is anticipated to be less than 10K, the applicant may either submit on a monthly or quarterly basis as above or submit all invoices at completion of the project.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Darrell Mori, City Attorney

10/3/2025

City of Alamogordo				
GRIP Program				
PROJECT NAME	Estimated Project Cost	Potential Tax Rebate	Actual Tax Rebate Paid	Payment Date
Suburban Extended Stay (White Sands Construction)	\$ 2,485,000	\$ 42,866.25	\$ 25,543.78	1/30/2013
Alamogordo Physical Therapy (Jack Wayte Construction)	\$ 2,434,587	\$ 41,996.63	\$ 32,475.12	4/25/2012
National Construction Renovation (National Construction)	\$ 433,614	\$ 7,479.84	\$ 7,788.38	6/20/2012
Albertson's Market (Curt Faus Corporation)	\$ 6,750,000	\$ 116,437.50	\$ 78,708.67	1/29/2016
Carl's Junior (White Sands Construction)	\$ 500,000	\$ 8,625.00	\$ 11,639.74	6/20/2014
Buffalo Wild Wings (White Sands Construction)	\$ 1,500,000	\$ 25,875.00	\$ 19,290.45	6/20/2014
HJBM, LLC Renovation (National Construction)	\$ 245,410	\$ 4,233.32	\$ 3,928.62	3/4/2016
Subway Renovation (National Construction)	\$ 211,434	\$ 3,647.24	\$ 1,829.00	4/13/2018
Hobby Lobby (National Construction)	\$ 3,900,000	\$ 67,275.00	\$ 12,243.93	?
Home2Suites	\$ 7,300,000	\$ 125,925.00	\$ 22,361.60	3/22/2022
Melrose Fashion	\$ 500,000	\$ 8,625.00	\$ 8,111.11	6/29/2018
		\$ -		
TOTAL	\$ 27,540,045	\$ 475,065.78	\$ 223,920.40	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 11/5/2025

Report Date: 10/31/2025

Report No: 5.

Submitted By:

Subject: Consider, and act upon, Ordinance 1719 for first publication to approve a Local Economic Development Project for up to \$475,000 Secured Assistance Proposed by Xtreme Amplitude. (*Echo Johnson, Owner*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Update Information. The Building Purchase will be the American Moving Building, 1102 US HWY 70 (Main Building is 18,000 sqft +/-: Smaller building is 7,000 sqft +/-)

Background:

ORDINANCE NO. 1719

**AN ORDINANCE APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT FOR
SECURED FINANCIAL ASSISTANCE**

PROPOSED BY ECHO JOHNSON FOR XTREME AMPLITUDE, LLC

WHEREAS, the City Commission of the City of Alamogordo, New Mexico acknowledges local government has an important role in economic development and should provide leadership whenever it has the opportunity.

WHEREAS, the City Commission of the City of Alamogordo, New Mexico recognize that Chapter 02 article 14 sets the standards for economic development in Alamogordo New Mexico.

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo, New Mexico approve the following:

Pursuant to the City of Alamogordo Economic Development Plan, Ordinance No. 983 and NMSA 1978 Section 5-10-1, et seq. (Local Economic Development Act, the "Act"), the proposed economic development project of Xtreme Amplitude, LLC ("the Company") is approved for the purposes set forth in NMSA 1978 Section 5-10-1, et seq., and the City of Alamogordo is authorized to enter into a Project Participation Agreement ("the Agreement") with the Company as required by Section 10 of the Act, and in substantially the same form as attached hereto, the terms of which are incorporated herein.

The City Commission finds as follows:

1. The Company is an entity as defined in NMSA 1978, Section 5-10-3(G);
2. Under the Agreement, the Company will provide a substantive contribution for the proposed project as described in NMSA 1978 Section 5-10-10(B)
3. The Agreement complies with the requirements of the Act and Ordinance No. 983;
4. The benefit of the proposed project to the City of Alamogordo is repayment of the financial assistance through the creation of jobs and other benefits arising from

employment and economic activity under the project which exceeds the cost to the City of providing to the Company the assistance specified in the agreement, and,

5. The Agreement complies with the requirement of Section 10 of the Act

BE IT FURTHER ORDAINED, that the Mayor of the City of Alamogordo, New Mexico is authorized and directed to do all things necessary to implement this ordinance that is lawfully adopted.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

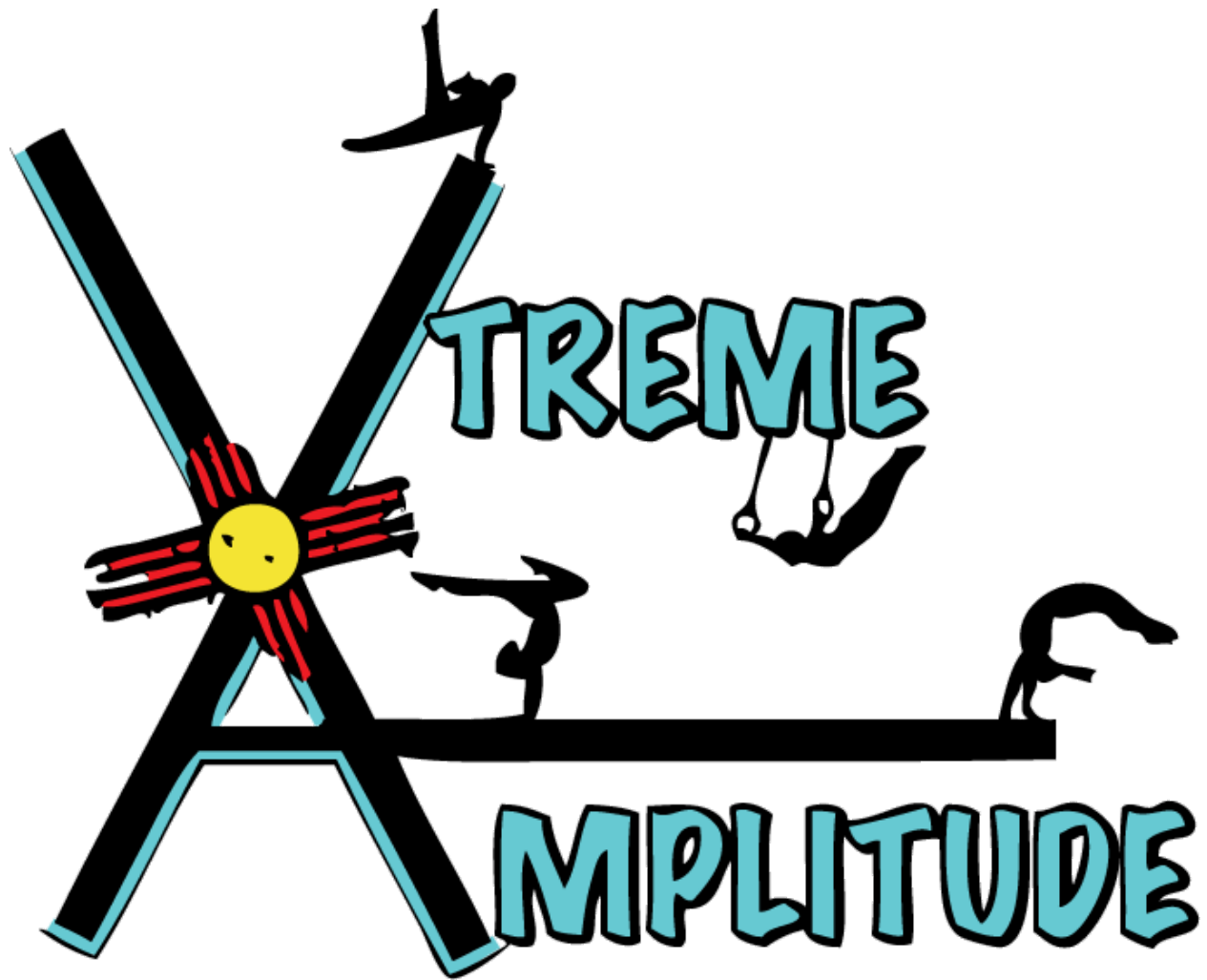
By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Darrell Mori, City Attorney



Our mission is to ignite the spark within every person who steps into Xtreme Amplitude, empowering them to soar to their greatest potential. With passionate coaching, a vibrant community, and an unwavering dedication to excellence, we inspire every athlete—regardless of age or skill—to embrace resilience, chase their dreams, and become the best version of themselves.

Check List:

I have read the information page, and my business qualifies as a: (check all that apply)

- Industry for manufacturing, processing or assembling of agricultural or manufactured products
- Commercial business for storing, warehousing, distributing, or selling productions of agriculture, mining or industry
- A business (including restaurants or lodging) in which all or part includes the supplying of services to the general public
- An Indian nation, tribe, Pueblo or tribal corporation
- Telecommunication sales making most of it sales outside New Mexico
- Farmer's market
- A developer of a metropolitan redevelopment project cultural facility
- Cultural facility
- None of the above apply. (You do not qualify for LEDA funding.)

Leader awards are for new or expanding operations.

New business X-Expanding operations

Have you applied for state LEDA? Yes. No.

If so, what is the status? Not applicable.

Who is your contact at the state? Not applicable.

May the city contact this individual? Not applicable.

Please provide the contact information. Not applicable.

Applicant Information

- a) Echo Johnson
P.O. Box 2637
Alamogordo NM 88311

echoxa13@gmail.com
970-381-5972 (personal cell-best way to reach me)
575-488-9267 Business phone number
- b) Xtreme Amplitude LLC
- c) 700 1st Street Suite 700
Alamogordo, NM 88310
- d) 575-488-9267
- e) info@xtremeamplitude.com
- f) EIN 82-5029283
- g) NM Tax ID: 5642680
- h) Current Business License #: 23930
- i) LLC

History and Background Information

- a) **Executive summary. Include the business description, how long it has existed, and how many employees it currently has.**

Xtreme Amplitude was founded in 2018, our facility has become a cornerstone of the community, demonstrating resilience by thriving through the challenges of the Covid-19 pandemic. We are dedicated to fostering physical and mental well-being, offering a diverse range of programs including recreational and competitive gymnastics, recreational and competitive cheer, tumbling, boys' fitness classes, dance, kinder classes, Open Gym for kids and adults, as well as specialized camps and clinics.

Our facility employs 27 part-time staff members and collaborates with local school district cheer teams to enhance their tumbling skills while also sponsoring other community teams. We provide a vital, healthy outlet for males of all ages and have made a significant social impact, notably preventing at least four youth suicides through our supportive environment. Over 1,000 people have participated in our programs since we have opened our doors, reflecting our broad reach and commitment to youth and community development.

By offering inclusive, high-quality programs, we continue to promote physical fitness, teamwork, and personal growth, solidifying our role as a trusted community partner committed to enriching lives.

b) If this is a new business please describe any experience with this type of industry.

Not applicable as Xtreme Amplitude is an existing business.

c) Have the owners filed for bankruptcy in the past ten years?

No bankruptcy has been filed.

d) Does the applicant have any loans in default? If so please describe.

No there are no loans in default

e) Does this company have an advisory or governing board?

No there is no governing or advisory board

f) If so please list current officers

Not applicable

Project Request Amount

a) Describe the proposed request and amount requested.

Xtreme Amplitude seeks \$3 million to acquire and renovate an existing building or to purchase land to construct a new facility to expand our gymnastics center. This investment will allow us to enhance current programs and introduce innovative offerings to better serve our community.

Key expansions include:

- A ninja course to engage diverse age groups, particularly teenage boys and young men.
- Daytime fitness classes tailored for all ages from walking to our retired community
- Enhanced partnerships with homeschool groups to provide specialized programs.

- Collaboration with therapy centers to offer unique, fun therapeutic activities.
- Physical education classes for small local schools and childcare facilities.

This expansion will strengthen our role as a community hub, fostering fitness, skill development, and inclusivity; while addressing critical limitations in our current facility, which lacks sufficient height and structural integrity, compromising the safety of our athletes. The new building will provide a safe, modern training environment, ensuring we can continue to promote physical fitness, mental well-being, and community engagement through innovative and inclusive programs.

b) Describe a timeline for completion of the project. Include target close date, construction begin and end dates, and new facility operational date:

Refurbish-84 Lumber Building

- Preparation and Planning Phase: by January 2026, we anticipate to have purchased a building to refurbish with build out designs completed.
- Construction commencement: anticipate starting construction January 2026.
- Construction completion by June 2026, we anticipate the completion of all construction activities.
- Operation launch: immediately following completion and approval construction in June 2026 Xtreme Amplitude to open its new doors to the public.

New Build

- Preparation and planning Phase: by January 2026, anticipate to have purchased a building to refurbish or land to build a new structure. In addition designs will be completed.
- Construction commencement: anticipate breaking ground January 2026.
- Construction completion by January 2027, we anticipate the completion of all construction activities.
- Operation launch: immediately following completion and approval construction in January 2027 Xtreme Amplitude Alamogordo open its new doors to the public.

This funding request will support the acquisition and refurbishment of an existing building or the construction of a new 20,000-square-foot facility, estimated at \$4 million based on an average cost of \$200 per square foot, as provided by White Sands Construction. This budget reflects the scope and scale of the facility, ensuring it meets the community's needs while adhering to high-quality construction standards. While the exact location and building selection are still under evaluation to ensure optimal community impact, this flexibility allows us to prioritize cost-effectiveness and alignment with project goals. A detailed timeline will be developed once the site is confirmed, ensuring efficient and strategic implementation.

c) Describe the payback period.

The \$3 million investment for purchasing and refurbishing a new building for Xtreme Amplitude or building a new building is projected to have a payback period of approximately 7-10 years, beginning as soon as the funds are issued since Xtreme Amplitude is an established and profitable business. This estimate is based on anticipated revenue growth from expanded programs, including the addition of a ninja course, day time classes for all ages, increased enrollment, coupled with enhanced community partnerships.

d) Describe infrastructure needs and detailed scope for specific to the funding requested above include such items such as building the building renovations, permanent fixtures, etc.

Refurbish-84 Lumber Building

- Building renovations to include HVAC and fire suppression system installation
- Updating electrical and plumbing to current building code
- Build out of kinder, dance, and cheer rooms. As well as office area, coaches lounge, & parent viewing area
- Repair any roof leaks
- Ensure the building is safe, inviting, clean and adheres to all local ordinances.

Building a new building:

- Purchase Land
- Prepare land for building to include establishing appropriate utilities
- Build the building

Detailed Information

- a. Describe how this project is beneficial to the city of Alamogordo

•**Economic growth:** A larger facility will enable us to host sanctioned gymnastics competitions, significantly boosting local tourism. Currently, our Spring Showcase/ Gym Dandy attracts approximately 60 families from Ruidoso Mountaintop Gymnastics. Hosting sanctioned events, specifically gymnastics meets, could at least double this to 120 families, with attendance growing annually as we enhance our hosting expertise. This influx will drive revenue for local hotels, restaurants, and retail, stimulating the regional economy. Increased revenue will also positively impact the GRT of Otero County as well.

-In New Mexico, gymnastics families often travel hours to attend competitions. Hosting local events will create more opportunities for gyms statewide, especially Southern New Mexico. Our most local visitors would be the three gymnastics facilities from Las Cruces, two from Roswell, one from Ruidoso, and one from Clovis. Xtreme Amplitude has a great working relationship with all of these facilities and they are excited for the opportunity to compete in Alamogordo at Xtreme Amplitude.

-A number of these gyms have also shared that they would like for their recreational gymnasts to be able to participate in our Spring Showcase/ Gym Dandy because of the flow, fun, memories made at these events. However, we do not have the space to host these additional athletes.

•**Employment opportunities:** The expansion will create diverse jobs, including coaches, fitness instructors, administrative staff, maintenance crew, and special events personnel, fostering local employment and supporting community growth.

•**Community engagement:** We aim to strengthen ties with community partners, including homeschool groups, Holloman Air Force Base, therapy centers, and local schools. The expansion will also enable us to host more community events, such as Parents' Night Out, birthday parties, and special events for partner organizations, fostering greater community engagement.

•**Youth development and mental health:** Xtreme Amplitude has assisted in the prevention of at least four youth suicides by fostering a sense of self-worth, community, and purpose. Expanding our facility will amplify our impact, especially on children, empowering them to recognize their value, unlock their potential, and become their best selves

•**Youth Development and Crime Prevention:** Xtreme Amplitude's programs offer structured, positive activities that reduce youth delinquency while promoting discipline, teamwork, and leadership. Our expansion will introduce and grow specialized classes for boys and young men, celebrating their unique strengths and providing a dynamic space to channel their energy and "train the beast." These initiatives will empower Alamogordo's youth to develop essential life skills, contributing to a safer, stronger community.

•**Public Health and Wellness:** Xtreme Amplitude's expansion will address Alamogordo's public health challenges, including obesity and mental health, by offering accessible, inclusive fitness and therapeutic programs for all ages. These initiatives will promote physical and mental well-being, strengthening our community's overall health.

•**Long-Term Community Hub:** For seven years, Xtreme Amplitude has been a cornerstone of Alamogordo, offering programs for all ages, from walkers to adults, allowing individuals to grow with us throughout their lives. Our expanded facility will serve as a lasting community hub, hosting events like Parents' Night Out, as well as workshops, camps, and mentorship programs, strengthening social bonds and fostering lifelong community unity.

•**Inclusivity and Accessibility:** Xtreme Amplitude's expansion will ensure programs are accessible to underserved populations, including low-income families and children with disabilities, through scholarships and subsidized classes. This commitment to inclusivity will foster equitable opportunities, strengthening Alamogordo's community.

- b. Provide a market analysis summarizing the competition and effect on existing industry commerce before and after completion

•While the afterschool activities market is rather broad in Alamogordo, Xtreme Amplitude is the only facility in Otero county that offers gymnastics. Because of this, we have been deeply fortunate as a small business to be able to focus on delivering maximum value to our local population over the past several years and intend on magnifying this effect on the community into the future. A larger facility will exponentially increase our ability to offer more class slots to more kids and families as we grow. We have also been able to integrate with families of various circumstances as their children age. We may offer our Toddler Time class to a young and new parent and then see them years later as a 9 or 10 year old who wants to take gymnastics.

- One of the greatest joys we witness is a child's journey from their first steps in our Kinder Kaleidoscope program, through the skill-building Recreational Gymnastics Program or Xtreme Spirit Recreational Cheer Program, to the thrilling moment they join the Competitive gymnastics program and shine as a member of the Xtreme Team or join the Xtreme Valkyries Competitive Cheer Team. This progression nurtures not only their athletic abilities but also their confidence, dedication, and passion for gymnastics or cheer, creating memories and achievements that last a lifetime.

c. Operational plan

- Xtreme Amplitude proudly offers eight dynamic programs—Competitive Gymnastics, Recreational Gymnastics, Competitive Cheer, Recreational Cheer, Kinder Kaleidoscope, Wild Boyz, Tumbling, and Dance—delivering over 45 weekly classes to more than 250 children in our community. Our diverse offerings cater to youth of all ages and skill levels, fostering physical fitness, teamwork, and confidence through expert instruction and a supportive environment. With a commitment to empowering young athletes, we provide accessible, high-quality training that promotes lifelong skills and community engagement.

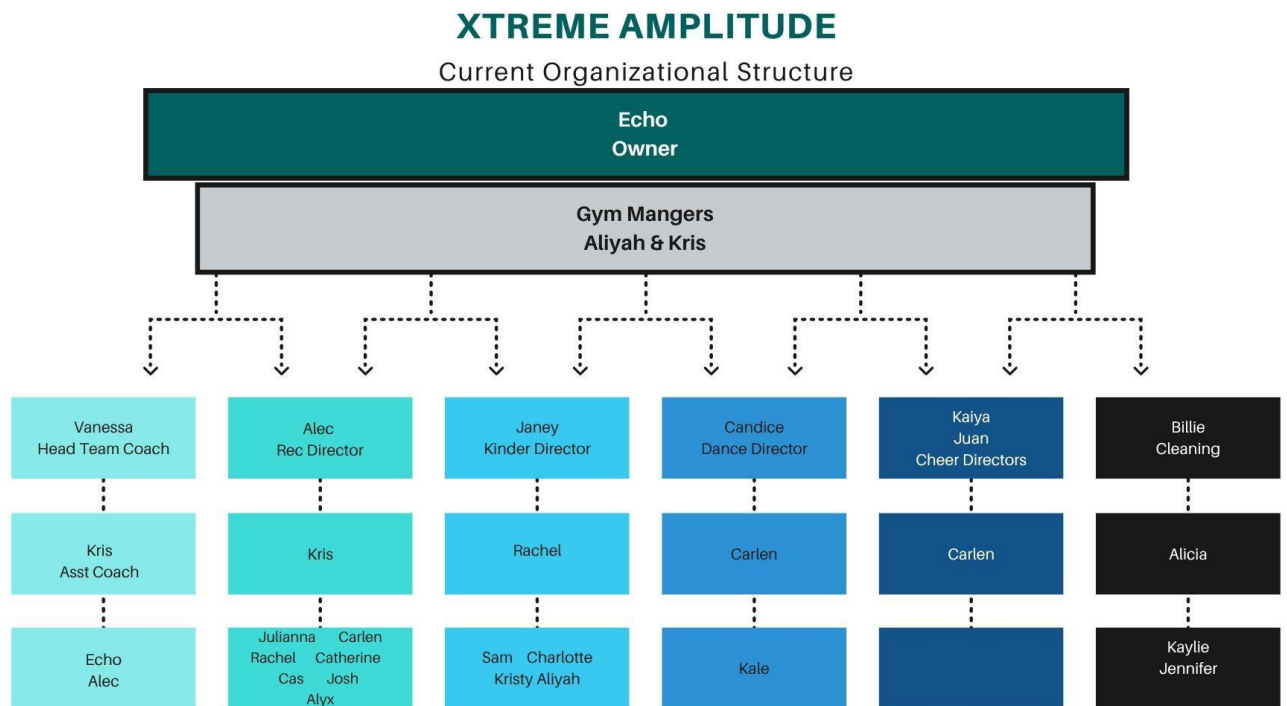
- We aim to nearly double our enrollment within one year at our current location, adding 200 students to reach a total of 450. This breaks down to a target of 50 new students per quarter, approximately 12–13 students monthly or 3–4 weekly, demonstrating our capacity to repay LEDA funds through increased revenue. We plan to achieve this by expanding class offerings across our eight programs and introducing special events, such as Parents Night Out and Camps, as well as participating in community events such as the Back to School Bash, Zoo Boo and the like as well as parades. These events will attract new families and enhance community engagement, further solidifying our role as a vital local resource.

- Building on our goal to nearly double enrollment, a larger facility will significantly enhance Xtreme Amplitude's capacity to reach more people, impact more lives, and expand our offerings. With additional space, we can increase our weekly classes serving a broader segment of our community. This expansion will enable us to host larger special events, such as competitions, Parents Night Out and community workshops, fostering greater family engagement and promoting physical fitness and confidence among youth. By amplifying our reach and programming, the new facility will strengthen our economic impact, ensuring robust revenue growth to repay LEDA funds while creating a lasting positive influence on our community.

d. Marketing strategy

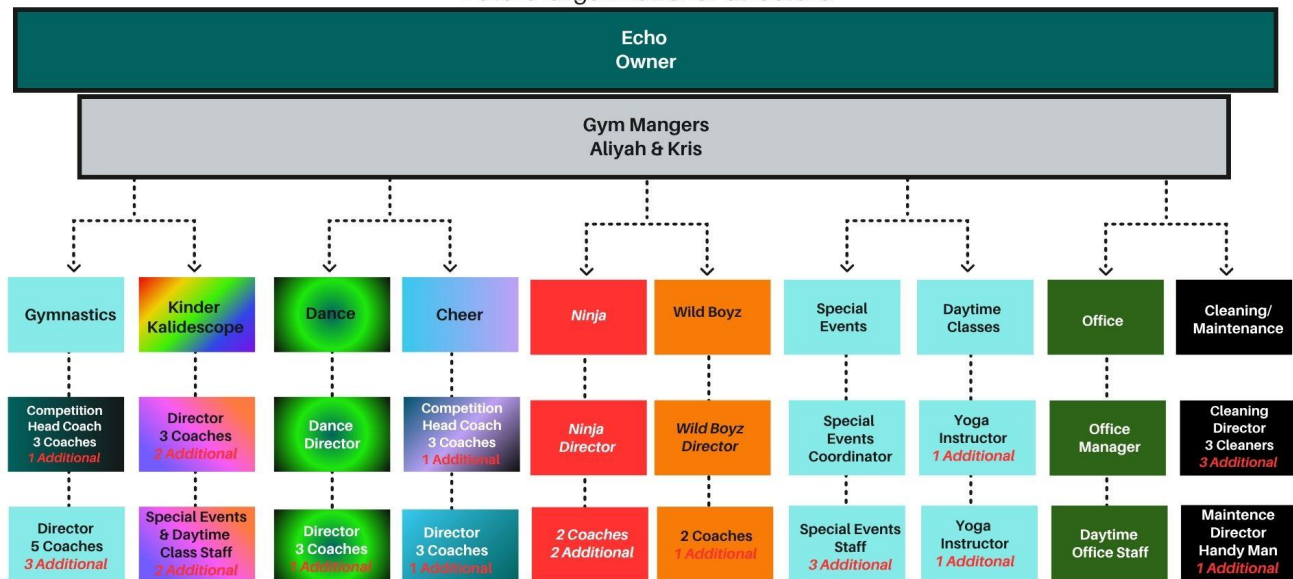
- To drive this growth, Xtreme Amplitude will enhance its marketing by building on current word-of-mouth and social media efforts. A refurbished or new facility will spark community interest, amplified through an expanded social media presence with targeted paid ads and a revamped website showcasing new classes and events like Parents Night Out. A monthly newsletter will engage current and prospective families, while strategic partnerships with local therapy centers, homeschool groups, and Holloman Air Force Base will foster mutual promotion and broaden our reach. These efforts will ensure we meet our enrollment goals, strengthen community ties, and sustain economic viability to repay LEDA funds.

e. Organizational chart, current and proposed-



XTREME AMPLITUDE

Future Organizational Structure



Company Financial Information

The city of Alamogordo **must** prove financial solvency. The applicant must provide or make available the following.

- a) Three years of tax documents, audited financial statements, if requested to have them audited, or other means of verifying solvency.

•**Debt Management:** Xtreme Amplitude currently has no debt, loans, or financial liabilities.

•**Revenue Streams:** Xtreme Amplitude generates income through a variety of classes, open gym sessions, and birthday parties. We intend to further this with the expand of our programs.

- b) Cash flow, income and expense projections for the duration of the “ payback” period.

•This expansion will enable us to offer additional classes, increasing our impact by accommodating potentially 80 students per hour during evening sessions, totaling 240 students daily. Daytime enrollment will vary based on class schedules, with flexible offerings to meet community demand.

- c) Provide a schedule of funding commitments. Upon request, the applicant will make available term and commitment letters.

- Xtreme Amplitude will leverage grant funding as the cornerstone of our expansion to enhance community impact. Any supplemental expenses will be covered through external funding sources, such as private donations, local sponsorships, or loans, ensuring the project's completion while maintaining our strong financial position.

- d) How will this award be secured? Please provide collateral/security to be pledged. The company may have to purchase a financial guarantee bond

- Xtreme Amplitude LLC is committed to the success of our proposed expansion in Alamogordo, NM, and ensures the responsible use of grant funds. We are prepared to discuss collateral options or provide appropriate guarantees, demonstrating our dedication to financial accountability and the project's impactful execution.

Payback and Job Creation

- a) Outline the number and types of jobs to be created, including titles and wage rate.

Below is a list of new, part time jobs that we anticipate being able to create with the expansion of Xtreme Amplitude.

- Ninja Instructors
 - Director-\$15/ hour
 - Instructor-\$13/hour
 - Instructor-\$13/hour
- Special Events Staff
 - Staff Member-\$13/hour
 - Staff Member-\$13/hour
- Day time instructors
 - Yoga instructor-\$15/hour
 - Zumba Instructor-\$15/hour
- Day Time Kinder Instructors
 - Instructor- \$13/hour
- Community Partner Coordinator-\$15/hour

- Gymnastics Instructors-\$13/hour
- Cheer Instructor-\$13/hour
- Dance Instructor-\$13/hour

b) Include any benefits?

- No employees are full time and thus there are no traditional benefits
- Tuition is free for the employees children
- There are Christmas bonuses and staff appreciation gifts that happen throughout the year

c) Payback should be in the form of job creation. However, a project could qualify if it can prove other benefits to the city of Alamogordo. The applicant must quantify and describe such benefits.

a. To help develop the best possible vocational and skill training within the communities resources to prepare the local populist to enter the workforce

- Xtreme Amplitude serves as a transformative platform for employees to build essential skills and pursue their aspirations. Through working with youth, fellow employees, and the community; employees develop perseverance, discipline, and adaptability, fostering the confidence and courage needed to achieve their goals. Our program provides a structured yet flexible environment, offering robust support for personal and professional growth while encouraging creativity and innovation.

b. Increase the tax base

- The expansion of Xtreme Amplitude will significantly boost Alamogordo's tax base by enabling a robust calendar of special events, including competitions and specialized gatherings like ninja camps. These events will draw families from beyond Alamogordo, driving increased spending at local businesses, hotels, and restaurants. By fostering tourism and economic activity, Xtreme Amplitude's growth will generate substantial tax revenue, invigorating the local economy while empowering employees and youth through transformative programs.

c. Increase in GRT

- Xtreme Amplitude LLC's proposed expansion will significantly enhance Otero County's Gross Receipts Tax (GRT) revenue by expanding our offerings, including new gymnastics, tumbling, cheer, dance, & ninja classes. In 2024, our gross revenue of \$289,336 generated \$24,412.70. By 2027, with the new facility,

we project annual revenue of \$600,000, increasing our GRT contribution to \$50,625—a \$26,212.30 annual boost for Otero County’s economy..

d. Provide a gap or service that is not available in Alamogordo

- In Alamogordo, Xtreme Amplitude provides affordable, high-energy athletic programs for children, from pre-walkers to teens, filling a gap in after-school activities for 31,384 residents, including over 1,000 military dependents and 60% economically disadvantaged students. Our specialized training builds confidence and skills in a safe environment, particularly for underserved and military families.

- As a community hub, Xtreme Amplitude offers skill-focused athletic programs, open gym sessions, and events like birthday parties, fostering resilience, self-esteem, and connection among families, including those from Holloman Air Force Base, while addressing post-COVID wellness needs.

- Our unique programs in gymnastics, tumbling, cheer, boys’ fitness, and kinder classes emphasize strength, body control, confidence, and teamwork, with tailored classes for young walkers and advanced pathways for competitive teens, distinguishing us from competitors lacking specialized facilities or coaching.

e. Under circumstances, for the benefit to the community is not clear and economic impact analysis may be requested by the city

Review & City Management Recommendation

The project will be evaluated on factors that include, but not limited to financial stability, commitment to the community cost benefit analysis and local needs. Upon completion of the application city staff will make recommendations to the city commission the applicant will be required to present before commissioning.

An ordinance will need to be approved by the city commission. This will occur at the same time as the item above.

A project participation agreement will be required upon approval.

Contact

Any questions please email shernandez@ci.alamogordo.nm.us or call 575-439-4203

If you would like to submit a proposal, you may email as shernandez@ci.alamogordo.nm.us

Or send to:

City Managers Office
1376 E. 9th St.
Alamogordo, NM 88310

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 11/5/2025

Report Date: 10/31/2025

Report No: 6.

Submitted By:

Subject: Adjourn into Executive Closed Session in compliance with 10-15-1(H)(2) NMSA (as amended) to discuss: Limited Personnel Matters (City Manager). **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: